

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JUNE 5, 2018 AGENDA**

Subject:	Type:	Submitted By:
DESIGN & CONST. PHASE ENGINEERING AGREEMENT-AMENDMENT NO. 4	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER

SYNOPSIS

A resolution has been prepared authorizing the execution of Amendment No. 4 to a Professional Services Agreement with Olsson Associates (OA) to provide construction phase engineering services for access improvements to 84th Street in an amount not to exceed \$53,751.50, making the total contract amount \$853,126.50.

FISCAL IMPACT

The FY17/18 Biennial Budget includes funding for this project.

RECOMMENDATION

Approval.

BACKGROUND

Olsson Associates was selected for the initial design of public infrastructure improvements in City Centre in response to an RFP process. The initial agreement with Olsson Associates (OA) was approved by the City Council on October 18, 2016. Three previous amendments to the agreement with OA have been approved for additional work and phasing of the infrastructure construction. Amendment No. 4 provides for construction phase engineering services required for 84th Street Access Improvements. A detailed scope of services was developed with OA and a not-to-exceed fee was agreed upon for the work in this fourth amendment. The proposed agreement is available in the City Clerk's Office for review.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA APPROVING AMENDMENT NUMBER FOUR TO THE PROFESSIONAL SERVICES AGREEMENT WITH OLSSON ASSOCIATES TO PROVIDE CONSTRUCTION PHASE ENGINEERING SERVICES FOR ACCESS IMPROVEMENTS RELATED TO THE 84TH STREET REDEVELOPMENT AREA IN AN AMOUNT NOT TO EXCEED \$53,751.50.

WHEREAS, the Mayor and City Council of the City of La Vista Nebraska have determined additional engineering services related the 84th Street Redevelopment Area are necessary; and

WHEREAS, the City Council on behalf of the City of La Vista desires to approve amendment number four to the professional services agreement with Olsson Associates to provide construction phase engineering for additional improvements; and

WHEREAS, The FY17/18 Biennial Budget includes funding for this project; and

WHEREAS. The total contract amount will be \$853,126.50; and

WHEREAS, Subsection (C) (9) of Section 31.23 of the La Vista Municipal Code requires that the City Administrator secure Council approval prior to authorizing any expenditure over \$5,000.00.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby approve amendment number four to the professional services agreement with Olsson Associates to provide construction phase engineering services for access improvements related to the 84th Street Redevelopment Area in an amount not to exceed \$53,751.50.

PASSED AND APPROVED THIS 5TH DAY OF JUNE, 2018.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Rachel D. Carl, CMC
Deputy City Clerk

LETTER AGREEMENT AMENDMENT #4

Date: May 17, 2018

This AMENDMENT ("Amendment") shall amend and become a part of the Letter Agreement for Professional Services dated October 7, 2016 between City of La Vista, NE ("Client") and Olsson Associates, Inc. ("Olsson") providing for professional services for the following Project (the "Agreement"):

PROJECT DESCRIPTION AND LOCATION

Project is located at: La Vista, NE

Project Description: 84TH Street Access Improvements – Pavement and Sewers and Signals

SCOPE OF SERVICES

Client and Olsson hereby agree that Olsson's Scope of Services under the Agreement is amended by adding the services specifically described below for the additional compensation set forth below:

GENERAL

Olsson shall perform for Client professional services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as Client's professional representative for the Project, providing professional consultation and advice and furnishing customary services incidental thereto. The Client has chosen to appoint a 3rd party Project Representative to serve the Client role, Olsson shall coordinate with the identified representative.

CONSTRUCTION SERVICES

Construction Services Project Management

- Project Management: This task includes additional time for, but is not limited to contract management, invoicing, coordination with Client, and all other general project management tasks as required for the Construction Engineering Services of this project. Additionally, effort in assisting the Client in coordination and closing of permits associated with the project.

- Progress Meetings & Field Visits: Attend weekly progress meetings as Project Engineer to address issues, provide clarifications, and review progress. Visit the site to address site specific issues that may arise. Anticipate up to 8 progress meetings and up to 5 site visits for the project.

Design Revisions

- This task includes effort for potential design or plan modifications associated with field revisions resulting from unforeseen issues, changes in field conditions, or adjacent development items. This task will only be used upon approval from the City representatives.

Construction Administration

- Olsson shall attend the pre-construction conference. The City's 3rd party Project Representative will conduct the 84th Street Access Improvements pre-construction conference.
- Review Contractor's Submittals: Review Contractor submittals, for equipment, materials, and construction. All requests for variations from the contract documents will be reviewed with the Client before issuing a response to the Contractor.
- Pay Requests: Review and process the Contractor's payment requests, and forward to the Client for payment.
- Project Modifications: Coordinate the preparation of any changes through the issuance of field orders, work change directives, or change orders that are agreed upon.
- Document Interpretation and Clarification: Provide interpretation and clarification of contract documents for the Client and General Contractor.
- Site Visits: Conduct visits to the construction site to observe progress of the work and to consult with the Client and Contractor on items relating to the project.
- Progress Meetings: Attend progress meetings, job conferences, and other project-related meetings.
- Substantial Completion: Upon receipt of written notification from the Contractor of substantial completion, schedule a walk through to identify items to be completed or corrected prior to accepting substantial completion.
- Final Completion Walk Through: In the company of the Client and Contractor, conduct a final completion walk through to identify items requiring completion or correction prior to final payment.
- Project Closeout: Coordinate appropriate information relating to final closeout of the project including a final set of record drawings for distribution as well as securing all necessary documentation allowing for processing of final payment. This task will cover documentation upload to the project ProjectWise database.

Construction Observation

- Olsson shall furnish a Responsible Project Representative (RPR) on a full-time and part-time basis, as required in observing performance of the work of Contractor during the construction period. The project duration of 144 days is anticipated.
- Shop Drawings and Samples: Record date of receipt of Shop Drawings and samples, receive samples which are furnished at the site by Contractor, and notify the Engineer of availability of samples for examination. Advise the Engineer and Contractor of the

commencement of any Work requiring a Shop Drawing or sample if the Engineer has not approved the submittal.

- Signal Startup, and Signal Shop Drawing Reviews.
- Review of Work, Notification of Defective Work, Observations and Tests: Conduct on-site observations of the work in progress to assist the Engineer in determining if the work is, in general, proceeding in accordance with the Contract Documents.
- Accompany visitors representing public or other agencies having jurisdiction over the Project, record the results of their observations and report to the Engineer.
- Interpretation of Contract Documents: Report to the Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by the Engineer.
- Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings and Specifications and report with RPR's recommendations to the Engineer.
- Keep a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, photo logs, observations in general, and specific observations in more detail as in the case of observing test procedures.

Construction Staking

- Establish Control: Maintain, verify and establish horizontal and vertical control points as needed.
- Storm Sewer: Stake the storm lines on an offset at a minimum of 50 feet. Stake the rim and invert elevations for manholes and inlets on an offset.
- Paving: Stake the top back of curb or edge of pavement on an offset at 50-foot intervals on tangent lines, points of curvature, points of reverse curve, points of compound curve, points of tangent with a minimum of 3 points on each curve, at 25-foot intervals on horizontal and vertical curves, and curb cuts on an offset line.
- Offsite Removals: Stake the removal at a minimum of 50 feet including the major breaks.

Special Inspections / Testing

Fill and Backfill Placement – Olsson will obtain samples of materials proposed for use as structural fill for laboratory testing. Laboratory tests, including standard Proctors and Atterberg limits tests, will be performed to classify and determine physical properties of the proposed fill materials. Olsson will observe the exposed subgrade within the construction limits to document unsuitable soils have been removed and to identify unstable areas that require additional excavation prior to fill placement. Olsson has estimated the following based on periodic testing:

- Estimated 1 trip for sample pick up
- 1 bulk sample of material to be used as structural fill for laboratory Proctor, Atterberg Limits, and P-200 testing

Pavement Subgrades – Olsson will observe subgrade preparation and perform compaction tests. Olsson has estimated the following:

- 5 – site visits for access drives

Concrete Pavements – Olsson will observe placement of concrete for the exterior concrete pavements. Field tests, including slump, air entrainment and temperature, will be performed on samples of concrete obtained from these structures. Core sampling of the concrete pavement for thickness confirmation will also be performed. Olsson has estimated the following:

- 6 Sets of 4 (6"x12") Compressive Strength Specimens for 9" concrete pavement
- 1 Set of 4 (6"x12") Compressive Strength Specimens for 6" PCC sidewalk
- 1 Set of 4 (6"x12") Compressive Strength Specimens for 6" concrete median

Testing Management/Reporting: Olsson's field professionals will prepare typed field reports summarizing each day's field observations, presenting test results, and detailing items not in compliance with the project drawings and/or specifications. Draft copies of the field reports will be provided on a weekly basis to the designated field representative if requested. Field reports and test reports will be reviewed by our testing manager and transmitted to the Client, Engineer, and General Contractor via Olsson's Client Command Center.

COMPENSATION

Phase	Task Description	Amendment #4	Total	Fee Type
CONSTRUCTION SERVICES - 84th STREET ACCESS IMPROVEMENTS - PAVEMENT AND SEWE				
930	Project Management	\$ 9,500.00	\$ 9,500.00	TMTNE
	Design Revisions	\$ 5,000.00	\$ 5,000.00	TMTNE
	On-Site Construction Administration	\$ 9,443.00	\$ 9,443.00	TMTNE
	On-Site Construction Observation	\$ 32,250.00	\$ 32,250.00	TMTNE
	Construction Staking	\$ 7,500.00	\$ 7,500.00	TMTNE
	Special Inspections / Testing	\$ 4,558.50	\$ 4,558.50	TMTNE
	Sub-Total ⁽¹⁾	\$ 53,751.50	\$ 53,751.50	
				Plus Reimbursable Expenses ⁽¹⁾
TOTAL CONTRACT ⁽¹⁾		\$ 53,751.50	\$853,126.50	

Original Contract	\$ 438,000.00
Amendment #1	\$ 183,000.00
Amendment #2	\$ 52,300.00
Amendment #3	\$ 126,075.00
Amendment #4	\$ 53,751.50
TOTAL CONTRACT	\$853,126.50

Exclusions

The following services are **not** included in this proposal but can be provided by Olsson as an additional service if requested:

- Items not specifically included in the Scope of Services above.

Revisions due to errors or omissions by Olsson and correcting the plans accordingly will be at no cost to the City.

Anticipated Schedule

84 th Street Access Improvements NTP -	06/04/2018
84 th Street Final Completion -	10/30/2018

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services, and all actual reimbursable expenses in accordance with the Labor Billing Rate Schedule(s) and the Reimbursable Expense Schedule attached to this Agreement. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.


Olsson's Scope of Services for Amendment #4 will be provided on a time and expense basis not to exceed \$ 53,751.50.

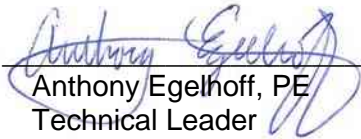
TERMS AND CONDITIONS OF SERVICE

All provisions of the original Agreement not specifically amended herein shall remain unchanged.

If this Contract Amendment satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON ASSOCIATES, INC.

By _____
Brian Chaffin
Vice President

By _____
Anthony Egelhoff, PE
Technical Leader

By signing below, you acknowledge that you have full authority to bind Client to the terms of this Amendment. If you accept this Amendment, please sign:

CITY OF LA VISTA, NE

By _____
Signature

Printed Name _____

Title _____ Dated _____