



City of Grand Island

Tuesday, April 25, 2017

Council Session

Item G-10

#2017-125 - Approving Agreement Amendment No. 4 with Olsson Associates for Professional Services Related to the Extension of Sanitary Sewer System in Wildwood Subdivision (District No. 528), from Wildwood Sub. to I-80 (District No. 530T), and Sanitary Sewer Improvement Dist. No. 2 (South of I

Staff Contact: John Collins, P.E. - Public Works Director

Council Agenda Memo

From: Marvin Strong PE, Wastewater Treatment Plant Engineer

Meeting: April 25, 2017

Subject: Approving Agreement Amendment No. 4 with Olsson Associates for Professional Services Related to the Extension of Sanitary Sewer System in Wildwood Subdivision (District No. 528), from Wildwood Subdivision to Interstate 80 (District No. 530T), and Sanitary Sewer Improvement District No. 2 (South of Interstate 80)

Presenter(s): John Collins PE, Public Works Director

Background

On August 14, 2012, by Resolution No. 2012-206, City Council approved an agreement in the amount of \$235,150.00 with Olsson Associates of Grand Island, Nebraska for engineering consulting services for the extension of Grand Island's public sanitary sewer system in Wildwood Subdivision (District No. 528) and from Wildwood Subdivision to Interstate 80 (District No. 530T).

On February 11, 2014, by Resolution No. 2014-24, City Council approved Agreement Amendment No. 1 in the amount of \$267,035.00 with Olsson Associates for engineering consulting services related the Sewer Improvement District (SID) on both the north and south side of Interstate 80.

On June 23, 2015, by Resolution No. 2015-159, City Council approved Agreement Amendment No. 2 in the amount of \$40,000 with Olsson Associates for compensation of their work due to construction contract extensions granted to the contractor for both Sanitary Sewer District No. 528 and No. 530T.

On May 10, 2015, by Resolution No. 2016-117, City Council approved Agreement Amendment No. 3 in the amount of \$38,448.00 with Olsson Associates to cover additional construction phase services.

The scope of this agreement entails coordination with the Nebraska Department of Environmental Quality (NDEQ) regarding the State Revolving Funds (SRF), easement acquisition, geotechnical investigation, sanitary sewer design, project permitting, bid phase services, construction observation, construction administration services, and project close-out for the sanitary sewer extension.

Discussion

In November 2014 the City received a change order request from Van Kirk Bros. and Iowa Trenchless regarding the trenchless crossing at US Highway 281 for Wildwood Sanitary Sewer District No. 528 in the amount of approximately \$830,000.00.

Upon receiving such request the City worked with Olsson Associates and procured a memo containing engineering, geotechnical, and contractual arguments against the change order. Subsequently the request was denied. Legal meetings were held with a follow up engineering report submitted from Van Kirk Brothers, Iowa Trenchless and Kilduff Engineering, Inc. in February 2016.

In response to the Kilduff Engineering Report the City requested Olsson Associates to prepare a rebuttal engineering report. This report, in the amount of \$8,171.00, was partially covered by Amendment No. 3 for Olsson Associates report efforts. In an attempt to provide the best available technical rebuttal an additional \$11,275 outside of Amendment No. 3 was spent. The extra funds cover report preparations, and meetings with the City and involved parties.

Wastewater has negotiated with Olsson Associates and agreed to pay an additional \$8,042.00, resulting in a grand total for the rebuttal report of \$16,213.00.

On February 22, 2017 the lawsuit between Van Kirk Bros. of Sutton, Nebraska and Iowa Trenchless of Panora, Iowa was dismissed and/or settled out of court, and the City's involvement as a third party in the suite should not go any further.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve Agreement Amendment No. 4 with Olsson Associates of Grand Island, Nebraska and pass a Resolution authorizing the Mayor to sign the agreement, for a total amount of \$8,042.00.

Sample Motion

Move to approve the resolution.

LETTER AGREEMENT AMENDMENT #4

This AMENDMENT ("Amendment") shall amend and become a part of the Letter Agreement for Professional Services dated August 17, 2012 between the City of Grand Island ("Client") and Olsson Associates, Inc. ("Olsson") providing for professional services for the following Project (the "Agreement"):

PROJECT DESCRIPTION AND LOCATION

Project is located at: Highway 281 & Wildwood Road, Grand Island, NE

Project Description:

Iowa Trenchless Lawsuit/Kilduff Letter Report: For engineering work to assist the City in rebutting the Kilduff Underground Engineering, Inc. geotechnical letter report of February 18, 2016 including in depth theoretical analysis comparing pre-bid and post-construction soils investigation.

SCOPE OF SERVICES

For services covered by this Contract Amendment No. 4, the Client agrees to pay Olsson as follows:

- A. Fees for Basic Services and Reimbursable Expenses for the additional geotechnical analysis shall be on a **time & material not-to-exceed** basis as follows:
 - 1. Additional geotechnical evaluation, rebuttal, meetings with the City, meetings with Horizontal Boring and preparation of response memo: **\$8,042.00**

COMPENSATION

For the additional Scope of Services specifically set forth in this Amendment, Client shall pay Olsson the following fee in addition to the fee(s) set forth in the Agreement:

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 original 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 will be provided on a time and expense basis not to exceed **Eight Thousand and Forty Two Dollars (\$8,042.00)**.

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

By 
Joe Baxter, PE

By 
Dave Ziska, PE

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 GRAND ISLAND "Client"

By _____

Title _____

ATTEST:

By _____

Title _____

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RESOLUTION 2017-125

WHEREAS, on August 14, 2012, by Resolution No. 2012-206 Grand Island City Council approved engineering consulting services with Olsson Associates of Grand Island, Nebraska for the extension of Grand Island's public sanitary sewer system in Wildwood Subdivision (District No. 528) and from Wildwood Subdivision to Interstate 80 (District No. 530T) in the amount of \$235,150.00; and

WHEREAS, on February 11, 2014, by Resolution No. 2014-24 Grand Island City Council approved Agreement Amendment No. 1 in the amount of \$267,035.00, to the original agreement with Olsson Associates to include further coordination with NDEQ for the SRF funding, as well as easement acquisition, geotechnical investigation, demolition of two existing private wastewater package plants and lift stations, design of two City of Grand Island standard lift stations, sanitary sewer force main design, project permitting, bid phase services, construction administration services, construction observation, and project closeout for the SID force main portion of the sanitary sewer extension to Interstate 80; and

WHEREAS, on June 23, 2015, by Resolution No. 2015-159, City Council approved Agreement Amendment No. 2 in the amount of \$40,000 to the original agreement with Olsson Associates for compensation of their work due to construction contract extensions granted to the contractor for both Sanitary Sewer District No. 528 and No. 530T; and

WHEREAS, on May 10, 2015, by Resolution No. 2016-117, City Council approved Agreement Amendment No. 3 in the amount of \$38,448.00 with Olsson Associates to cover additional construction phase services; and

WHEREAS, it is necessary to compensate Olsson Associates for their work in providing the best available technical rebuttal against the requested change order from Van Kirk Bros. and Iowa Trenchless regarding the trenchless crossing at US Highway 281 for Wildwood Sanitary Sewer District No. 528; and

WHEREAS, the cost of such additional work is \$8,042.00, resulting in a revised agreement of \$588,675.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Agreement Amendment No. 4 between the City of Grand Island and Olsson Associates of Grand Island, Nebraska for engineering consulting services for the extension of Grand Island's public sanitary sewer system in Wildwood Subdivision (District No. 528), from Wildwood Subdivision to Interstate 80 (District No. 530T), and Sanitary Sewer Improvement District No. 2 (south of Interstate 80) is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such agreement amendment on behalf of the City of Grand Island.

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| Approved as to Form | □ |
| April 21, 2017 | □ City Attorney |

Adopted by the City Council of the City of Grand Island, Nebraska, April 25, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk