



City of Grand Island

Tuesday, October 23, 2018

Council Session

Item G-15

#2018-313 - Approving Amendment No. 1 to Engineering Consulting Services Related to Lift Station No. 20 Upgrade and Force Main Rehabilitation & Abandonment of Lift Station No. 14; Project No. 2017-S-1

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: October 23, 2018

Subject: Approving Amendment No. 1 to Engineering Consulting Services Related to Lift Station No. 20 Upgrade and Force Main Rehabilitation & Abandonment of Lift Station No. 14; Project No. 2017-S-1

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

Background

Lift Station No. 20 has been completely abandoned and replaced by Lift Station No. 28, which is now fully operationally. The City was also able to cost effectively eliminate Lift Station No. 14 and abandon the force main.

On July 12, 2016, via Resolution No. 2016-164, City Council approved an agreement with Olsson Associates of Grand Island, Nebraska in the amount of \$299,864.00 for engineering design services related to Lift Station No. 20 Upgrade and Force Main Rehabilitation & Abandonment of Lift Station No. 14; Project No. 2017-S-1.

Discussion

The original agreement with Olsson Associates requires an amendment to cover additional construction administration, construction observation, and contract close-out services associated with the project. Such additional work is due to planned completion date of March 15, 2018 not being met. This amendment will be in the amount of \$13,000.00 for a revised agreement of \$312,864.00. Liquidated damages yet to be determined will be applied against the contractor, which will help offset the cost of this amendment.

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 Amendment No. 1 to the original agreement with Olsson Associates of Grand Island, Nebraska, in the amount of \$13,000.00.

Sample Motion

Move to approve the resolution.

LETTER AGREEMENT AMENDMENT #1

Date: October 4, 2018

This AMENDMENT ("Amendment") shall amend and become a part of the Letter Agreement for Professional Services dated June 28, 2016 between City of Grand Island, 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: Grand Island, NE

Project Description: Grand Island Lift Station No. 20 and Force Main Improvements

SECTION I - SCOPE OF SERVICES

Olsson agrees to perform additional construction administration, construction observation, and contract close-out services associated with the project as provided in the original contract dated June 28, 2017. **Due to contractor's progress, the construction completion schedule has extended past Olsson's original planned completion date of March 2018.**

A. Additional Construction Administration including project close-out

Olsson shall perform the following construction administration services

- 1) Day to day coordination and correspondence with parties of interest.
- 2) Answer contractor's questions and interpret construction documents. Questions and interpretations will be answered with a written Request for Information (RFI) or similar process.
- 3) Organize and attend the final inspection of the project with the Client's personnel and regulatory agencies and provide written comments to the Client
- 4) Review the Contractor's record drawings for completeness and legibility. Olsson shall identify additional information that may be required to complete the project record drawings and request the information from the Contractor.
- 5) Using the Contractor's and Olsson's Resident Project Representative's record drawings, Olsson shall revise the construction documents to reflect the construction records for the project. Olsson shall also prepare a summary of the materials testing that was completed on the project. Olsson shall provide the Client with two (2) sets of record drawings, testing package, and a CD with .pdfs of the record drawings and testing package

B. Additional Construction Observation

Duties and responsibilities of Olsson's Resident Project Representative shall be as described in "Exhibit B – Duties, Responsibilities, and Limitations of Authority of the Resident Project Representative." A representative will be on site when work of substance is being completed.

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Olsson shall also perform the materials testing for the project. The testing that is anticipated is soil compaction testing and concrete testing.

SECTION II - COMPENSATION

For services covered by this Contract Amendment No. 1, the Client agrees to pay Olsson as follows:

- A. Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services on an hourly cost basis times a factor of 3.085 for services rendered by our principals and employees engaged directly on the Project, and all actual reimbursable expenses.
- B. Olsson's Scope of Services will be provided on an estimated time and expense basis not to exceed **\$13,000.00**.

SCHEDULE FOR OLSSON'S SERVICES

- A. Olsson expects to begin the work covered under this amendment upon approval. Completion of the work is dependent on the Contractor's schedule.

SECTION III - OTHER MATTERS

It is mutually understood and agreed:

- A. That all provisions of the original agreement not amended herein shall remain unchanged.
- B. If this proposal 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.
- C. By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement.

Executed this ____ day of _____ 2018.

OLSSON ASSOCIATES

By 
Dave Ziska, PE

By 
Joe Baxter, PE

CITY OF GRAND ISLAND, NEBRASKA "CLIENT"

Attest:

By _____

By _____

Title _____

Title _____

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201 East 2nd Street
Grand Island, NE 68801

TEL 308.384.8750
FAX 308.384.8752

www.olssonassociates.com

RESOLUTION 2018-313

WHEREAS, on July 12, 2016, via Resolution No. 2016-164 the Grand Island City Council approved entering into an agreement with Olsson Associates of Grand Island, Nebraska in the amount of \$299,864.00 for engineering design services relates to Lift Station No. 20 Upgrade and Force Main Rehabilitation & Abandonment of Lift Station No. 14; Project No. 2017-S-1; and

WHEREAS, the original agreement is now being amended to allow additional construction administration, construction observation, and contract close-out services associated with the project; and

WHEREAS, such amendment is in the amount of \$13,000.00, for a revised agreement amount of \$312,864.00; and

WHEREAS, Amendment No. 1 to the original agreement with Olsson Associates of Grand Island, Nebraska is required to proceed with this project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Amendment No. 1 with Olsson Associates of Grand Island, Nebraska for engineering consulting services related to Lift Station No. 20 Upgrade and Force Main Rehabilitation & Abandonment of Lift Station No. 14; Project No. 2017-S-1 is hereby approved.

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

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Adopted by the City Council of the City of Grand Island, Nebraska, October 23, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 18, 2018	☐ City Attorney