



City of Grand Island

Tuesday, November 10, 2020

Council Session

Item G-9

#2020-279 - Approving Amendment No. 3 to Engineering Consulting Agreement for Sanitary Sewer Collection System Rehabilitation– Downtown; Project No. 2019-S-1, Phase II

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: November 10, 2020

Subject: Approving Amendment No. 3 to Engineering Consulting Agreement for Sanitary Sewer Collection System Rehabilitation– Downtown; Project No. 2019-S-1, Phase II

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

Background

Public Works is taking a proactive approach in rehabilitating sanitary sewer in the downtown area to avoid failures. Cured in Place Pipe (CIPP) lining with manhole rehabilitation will be the focus of this project to reinforce structural integrity of the collection system. Existing pipe segments are within constricted alleyways of the project boundary, which is Clark Street to the west, South Front Street to the north, Plum Street to the east, and First Street to the south. Additional failing pieces in the area may be assessed to determine the best rehabilitation method. Segments are mostly 8-inch pipe, with total length of approximately 13,000 linear feet.

There are approximately 230 miles of gravity sewer within the City of Grand Island's collection system. The majority of this infrastructure is between 26 and 75 years old, and between 8 and 18 inches in diameter. The majority of the sanitary sewer rehabilitations are for old clay tile pipe and or damaged / dilapidated manholes.

On November 6, 2018, via Resolution No. 2018-337, City Council approved an agreement with Olsson, Inc. of Grand Island, Nebraska in the amount of \$81,850.00 for Sanitary Sewer Collection System Rehabilitation- Downtown; Project No. 2019-S-1.

On June 25, 2019, via Resolution No. 2019-196, City Council approved Change Order No. 1 to the original agreement with Olsson, Inc. of Grand Island, Nebraska in the amount of \$61,063.00, for a revised agreement of \$142,913.00. Such change order allowed for construction administration and observation services for Cured in Place Pipe (CIPP) lining of sanitary sewer mains in the downtown area.

On August 11, 2020, via Resolution No. 2020-187, City Council approved Change Order No. 2 to the original agreement with Olsson, Inc. of Grand Island, Nebraska in the

amount of \$35,888.00, for a revised agreement of \$178,801.00. Such change order allowed for project design and bid phase services necessary to create documents for the rehabilitation of the manholes within the project boundary for the above sewer collection system rehabilitation project. Staff decided to break the collection pipe linings which were previously completed and the manhole repairs into separate projects to allow for specialized contractors to bid the projects.

Discussion

Staff is requesting a third amendment to the original agreement, which will allow for construction observation and closeout of the sanitary sewer manhole rehabilitation project. Amendment No. 3 will be in the amount of \$33,468.00 for a revised agreement of \$212,269.00.

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. 3 to the original agreement with Olsson, Inc. of Grand Island, Nebraska, in the amount of \$33,468.00.

Sample Motion

Move to approve the resolution.

LETTER AGREEMENT AMENDMENT #3



Date: November 10, 2020

This AMENDMENT (“Amendment”) shall amend and become a part of the Letter Agreement for Professional Services dated February 13, 2018 between City of Grand Island, NE (“Client”) and Olsson, 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 Sanitary Sewer Rehabilitation - Downtown

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:

PHASE 626 – CONSTRUCTION ADMINISTRATION SERVICES

Olsson shall assist the Owner in the Administration of the project during the construction phase of the project. Olsson shall perform the tasks listed below:

- Task 624: Construction Progress Meetings** - Olsson shall organize and conduct construction progress meetings, prepare the meeting agenda, and shall prepare and distribute to all attendees (narrative style) minutes of the progress meetings for the project. A total of two construction progress meetings are anticipated.
- Task 625: Review Progress Payments and Change Orders** - Olsson shall review the Contractor’s monthly progress payment applications for general conformance with the progress of the work and mathematical accuracy. Olsson shall review and prepare construction change order requests and present to the Client. A total of two progress payments and one change order are anticipated.
- Task 626: Review Final Application for Payment** - Olsson shall review the Contractor’s final application for payment and the accompanying documentation for compliance with the contract requirements.
- Task 627: Construction Project Management** – Day to day coordination and correspondence with parties of interest to insure timely project advancement and progress updates.

PHASE 645. CONSTRUCTION OBSERVATION SERVICES

Olsson shall perform full time construction observation services on behalf of the Client during the construction of the project.

Task 641: Construction Observation - Duties and responsibilities of the 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. A total of eleven weeks of part-time observation at 20 hours per week is anticipated (estimated total of 220 hours).

Task 642: Construction Materials Testing – Olsson shall perform the materials testing for the project. The testing that is anticipated is soil compaction testing and concrete testing. Any testing on the dewatering water shall be the responsibility of the Contractor.

PHASE 665. PROJECT CLOSE-OUT

Olsson shall complete the following services to close out the project. These services shall include the following:

Task 661: Organize Final Inspection - Olsson shall organize and attend the final inspection of the project with the Client’s personnel and provide written comments to the Client.

Task 662: Review Contractor’s Records - Olsson shall 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.

Task 663: Prepare Record Drawing Package - 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 and testing package and a CD of the .pdfs of the record drawings and testing package.

SCHEDULE FOR OLSSON’S SERVICES

Unless otherwise agreed, Olsson expects to perform its services covered by this Amendment as follows:

Anticipated Start Date: April 1, 2021
Anticipated Completion Date: July 1, 2021

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

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 hourly labor rates of personnel performing such services on the Project times a factor of 3.085 and all actual reimbursable expenses in accordance with 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 will be provided on a time and expense basis not to exceed \$33,468.00.


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, INC.

By 
Dave Ziska

By 
Joe Baxter

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, NE

By _____
Signature

Printed Name _____

Title _____

Dated: _____

RESOLUTION 2020-279

WHEREAS, on November 6, 2018, via Resolution No. 2018-337, the Grand Island City Council approved entering into an agreement with Olsson, Inc. of Grand Island, Nebraska in the amount of \$81,850.00 for engineering consulting services for Sanitary Sewer Collection System Rehabilitation- Downtown; Project No. 2019-S-1; and

WHEREAS, on June 25, 2019, via Resolution No. 2019-196, City Council approved Change Order No. 1, in the amount of \$61,063.00; and

WHEREAS, on August 11, 2020, via Resolution No. 2020-187, City Council approved Change Order No. 2, in the amount of \$35,888.00, to the original agreement; and

WHEREAS, the original agreement is now being amended to allow for construction observation and closeout of the sanitary sewer manhole rehabilitation project; and

WHEREAS, such amendment is in the amount of \$33,468.00, for a revised agreement amount of \$212,269.00; and

WHEREAS, Amendment No. 3 to the original agreement with Olsson, Inc. 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. 3 with Olsson, Inc. of Grand Island, Nebraska for engineering consulting services related to Sanitary Sewer Collection System Rehabilitation- Downtown; Project No. 2019-S-1, Phase II 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.

Adopted by the City Council of the City of Grand Island, Nebraska, November 10, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

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| Approved as to Form | ☐ _____ |
| November 6, 2020 | ☐ City Attorney |