



City of Grand Island

Tuesday, December 8, 2020

Council Session

Item G-8

#2020-323 - Approving Amendment No. 1 to Engineering Consulting Agreement for Wastewater Treatment Plant Paving Improvements; Project No. 2020-WWTP-1

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: December 8, 2020

Subject: Approving Amendment No. 1 to Engineering Consulting Agreement for Wastewater Treatment Plant Paving Improvements; Project No. 2020-WWTP-1

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

Background

The Wastewater Treatment Plant Paving Improvements; Project No. 2020-WWTP-1 is for the improvement of existing paving and drainage within the plant and the construction of a new main entrance driveway from Shady Bend Road. In addition to paving, existing perimeter fencing and gates will be reconfigured to enclose the property. Lighting and additional piping with one combined outlet to the adjacent drainway for a localized dewatering system will also be incorporated with this work. The Public Works Department is proposing a concrete curb and gutter section with associated drainage and all other improvements needed to complete the project.

On March 10, 2020, via Resolution No. 2020-60, City Council approved an Engineering Services Agreement with Olsson Associates of Grand Island, Nebraska in the amount of \$95,900.00 for Wastewater Treatment Plant Paving Improvements; Project No. 2020-WWTP-1.

Discussion

With the completion of design and letting of the project for bid it is now time to move forward with construction engineering & observation services and project closeout. An amendment to the original agreement with Olsson, Inc. is requested at this time, in the amount of \$164,500.00, resulting in a revised agreement amount of \$260,400.00.

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. 1 to the original agreement with Olsson, Inc. of Grand Island, Nebraska, in the amount of \$164,500.00.

Sample Motion

Move to approve the resolution.



LETTER AGREEMENT AMENDMENT #1

Date: November 24, 2020

This AMENDMENT (“Amendment”) shall amend and become a part of the Letter Agreement for Professional Services dated March 10, 2020 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 Wastewater Treatment Facility – Grand Island, NE

Project Description: WWTF Paving Improvements

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 620 – 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 621: Organize Pre-construction Meeting** - Olsson shall organize and attend the pre-construction meeting, assist in preparing the meeting agenda, and shall prepare and distribute to all attendees (narrative style) minutes of the pre-construction meeting.
- Task 622: Review Submittal Data** - Olsson shall review the Contractor’s submittal data on materials for general conformance with the intent of the design. A total of 14 submittals are anticipated.
- Task 623: 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 eight construction progress meetings are anticipated.
- Task 624: 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

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present to the Client. A total of eight progress payments and two change orders are anticipated.

Task 625: 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 626: Construction Project Management – Day to day coordination and correspondence with parties of interest to insure timely project advancement and progress updates.

PHASE 630. SCADA Integration

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 631: SCADA Integration – Olsson shall design the SCADA integration for the cameras and gate controls. SCADA integration/administration to included programming and configuration to match existing WWTP system.

PHASE 640. 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 sixteen weeks of full time observation at 42 hours per week and sixteen weeks of part time observation at 25 hours per week is anticipated (estimated total of 1,072 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.

Task 643: Construction Staking – Olsson shall be responsible for the construction staking required to complete the work for the storm sewer, water, sanitary, and paving. The level of construction staking that is to be provided are detailed in the project specifications. A total of 11 staking trips are anticipated.

PHASE 700. Additional Design Services

Olsson shall complete the following additional design services. These services shall include the following:

- Task 701: Additional Topographic Survey** - Olsson shall establish control points with known vertical and horizontal coordinates. Olsson shall perform topographic survey along the proposed south ditch and east ditch to connect the detention ponds with an outlet to Shady Bend Road.

- Task 702: Additional Design** - Olsson shall design a ditch south of the WWTF to connect two of the detention ponds for overflow capabilities. Olsson shall also design an outfall ditch from the eastern most detention pond to the existing ditch section along Shady Bend Road.

- Task 703: Additional Permitting** – Olsson shall complete and submit a Nationwide Permit Pre-Construction Notification to the USACE for the work being done near and in the eastern most detention pond.

PHASE 800. PROJECT CLOSE-OUT

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

- Task 801: Organize Final Inspection** - Olsson shall organize and attend the final inspection of the project with the Client’s personnel and regulatory agencies and provide written comments to the Client.

- Task 802: 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 803: 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: November 25, 2020
Anticipated Completion Date: August 15, 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 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 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 \$164,500.00.

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 _____ By _____
Joe Baxter Jeff Palik

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: _____

Attachments
Resident Project Representative Duties

**A LISTING OF THE DUTIES, RESPONSIBILITIES
AND LIMITATIONS OF AUTHORITY OF THE
RESIDENT PROJECT REPRESENTATIVE**

ENGINEER shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist ENGINEER in observing performance of the work of CONTRACTOR.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of CONTRACTOR; but, the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR's failure to perform the Work in accordance with Contract Documents and in particular the specific limitations set forth in the Agreement as applicable.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

A. General

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealing in matters pertaining to the on-site work shall in general be with ENGINEER and CONTRACTOR keeping OWNER advised as necessary. RPR's dealing with subcontractor shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

B. Duties and Responsibilities of RPR

1. Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.
2. Conferences and Meetings: Attend meeting with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
 - a. Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Contract Documents; and assist the ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.
4. Shop Drawings and Samples:
 - a. Record date of receipt of Shop Drawings and samples.
 - b. Receive samples which are furnished at the site by CONTRACTOR, and notify ENGINEER of availability of samples for examination.
 - c. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by ENGINEER.

5. Review of Work, Rejection of Defective Work, Inspections and Tests:
 - a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to ENGINEER whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.
6. Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.
7. Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings and Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.
8. Records:
 - a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
 - b. 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, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
9. Reports:
 - a. Furnish ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
 - b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
 - c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to ENGINEER Change Orders, Work Directive Changes, and Field Orders.
 - d. Report immediately to ENGINEER and OWNER upon the occurrence of any accident.
10. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.
12. Completion:
 - a. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
 - b. Conduct final inspection in the company of ENGINEER, OWNER, and CONTRACTOR and prepare a final list of items to be completed or corrected.
 - c. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

C. Limitations of Authority

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by ENGINEER.
2. Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.
3. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.
7. Shall not authorize OWNER to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

RESOLUTION 2020-323

WHEREAS, on March 10, 2020, via Resolution No. 202020-60, the Grand Island City Council approved entering into an agreement with Olsson Associates of Grand Island, Nebraska in the amount of \$95,900.00 for Wastewater Treatment Plant Paving Improvements; Project No. 2020-WWTP-1; and

WHEREAS, the original agreement is now being amended to include construction engineering & observation services and project closeout for such project; and

WHEREAS, such amendment is in the amount of \$164,500.00, for a revised agreement amount of \$260,400.00; and

WHEREAS, Amendment No. 1 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. 1 with Olsson, Inc. of Grand Island, Nebraska for construction engineering & observation services and project closeout related to Wastewater Treatment Plant Paving Improvements; Project No. 2020-WWTP-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, December 8, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
December 4, 2020	☒ City Attorney