

City of Grand Island

Tuesday, January 12, 2021 Council Session

Item G-10

#2021-7 - Approving Amendment No. 1 to Engineering Consulting Services for Sanitary Sewer Rehabilitation- Various Locations; Project No. 2020-S-8

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

Council Agenda Memo

From:	Keith Kurz PE, Assistant Public Works Director
Meeting:	January 12, 2021
Subject:	Approving Amendment No. 1 to Engineering Consulting Services for Sanitary Sewer Rehabilitation- Various Locations; Project No. 2020-S-8
Presenter(s):	John Collins PE, Public Works Director

Background

Public Works is taking a proactive approach in rehabilitating sanitary sewer throughout the City to avoid failures. This project will fix known pipe breaks on sewer mains in difficult to access locations. The first part of the engineering work was for investigation and conceptual design. Various alternatives such as open cut repairs or pipe lining solutions were looked at to fix known issues. Existing conditions of the pipe with video inspections, local site conditions, and property owners were reviewed and evaluated.

On November 10, 2020, via Resolution No. 2020-277, City Council approved an agreement with JEO Consulting Group, Inc. of Grand Island, Nebraska in the amount of \$28,645.00 for Sanitary Sewer Rehabilitation - Various Locations; Project No. 2020-S-8.

Discussion

To allow for final design, bidding services, and construction services of Sanitary Sewer Rehabilitation - Various Locations; Project No. 2020-S-8 Amendment No. 1 to the original agreement with JEO Consulting Group, Inc. is being requested. This amendment will be in the amount of \$59,200.00 for a revised agreement of \$87,845.00.

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 JEO Consulting Group, Inc. of Grand Island, Nebraska, in the amount of \$59,200.00.

Sample Motion

Move to approve the resolution.

AMENDMENT TO OWNER-ENGINEER AGREEMENT Amendment No. <u>1</u>

- 1. Background Data:
 - a. Effective Date of Owner-Engineer Agreement: November 10, 2020
 - b. Owner: City of Grand Island, Nebraska
 - c. Engineer: JEO Consulting Group, Inc.
 - d. Project: Grand Island Sanitary Sewer Rehabilitation Various Locations, JEO Project No. 201752.00
- 2. Aditional Scope of Services, Fee and Schedule as identified in (attached):

EXHIBIT A Scope of Services Grand Island Sanitary Sewer Rehabilitation – Various Locations JEO Project No. 201752.00

3. Agreement Summary (Reference only)	
a. Original Agreement amount:	<u>\$ 28,645.00</u>
b. Net change for prior amendments:	\$ <u>0.00</u>
c. This amendment amount:	\$ <u>59,200.00</u>
d. Adjusted Agreement amount:	\$ <u>87,845.00</u>

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement.

 OWNER:
 ENGINEER:

 By:
 Roger G Steele

 By:
 Michael E Schultes, P.E.

 Title:
 Mayor

 Date
 Signed:

 January 4, 2021

Page 1 (Amendment to Owner-Engineer Agreement) EJCDC E-500 Agreement Between Owner and Engineer for Professional Services. Copyright © 2008 National Society of Professional Engineers for EJCDC. All rights reserved.

EXHIBIT A Scope of Services Grand Island Sanitary Sewer Rehabilitation – Various Locations JEO Project No. 201752.00

PROJECT UNDERSTANDING:

The primary objective of this project is to improve the sanitary sewer system in several areas in need of rehabilitation. Proposed improvements include 4 specific locations where the clay tile sanitary sewer main has cracked and crushed into an oval shape. The amendment is to provide final design, bidding, construction administration and observation (RPR) services.

SCOPE OF SERVICES:

3 PHASE 3: FINAL DESIGN & BIDDING ASSISTANCE

- 3.1 FINAL DESIGN
 - a. Utility Coordination
 - i. Determine Initial Utility Conflicts:
 - ii. Based on the topographic survey base map and proposed sewer improvements, determine likely conflicts with existing utilities. Existing conflicts are expected to be minimal, but there could be communication company or utility service line conflicts.
 - iii. Coordinate utility conflict resolution with the affected utility companies.
 - b. Geotech Investigation
 - i. Perform a geotechnical investigation at the locations to have open cut sanitary sewer repairs to obtain soil and groundwater information. 3 soil bores are planned.
 - c. Plans and specifications
 - i. Advance Sanitary Sewer plans to Final Plans
 - ii. Review Constructability and design temporary construction measures for phasing.
 - iii. Evaluate options for maintaining access to the properties during construction.
 - iv. Finalize options for by-pass pumping, dewatering, traffic control, and site access.
 - v. Create 90% Plan Set to include the following plan sheets:
 - 1. Plan and Profile
 - 2. Construction Plans
 - 3. Detail Plans
 - a. Grand Island Standard Plan Sheets will be used as much as possible.
 - b. Develop needed details for elements not covered by Grand Island Standard Plans.
 - 4. Temporary Traffic Control Plans
 - a. Includes recommended temporary traffic control barricading and signage
 - b. Includes Construction Detour Routes

- c. Detail Sheet as needed for temporary traffic control signage.
- vi. Prepare 90% Opinion of Probable Cost
- vii. Prepare Special Provisions
 - 1. Grand Island Standard Specifications will be utilized.
 - 2. Special Provisions will be developed for items of work not included in the Grand Island Standard Specifications.
- viii. Conduct an internal 90% QA/QC review
- ix. Conduct a 90% plan set review meeting with City Staff.
- x. Finalize plans based on 90% plan review comments.
- xi. Finalize Opinion of Probable Costs
- xii. Finalize special provisions based on 90% review comments and easement acquisitions.
- xiii. Create Construction Documents, signed and sealed by Professional Engineers licensed in the State of Nebraska
- xiv. Provide (3) sets of printed final plans to the City on 11x17 paper plan sets and a PDF version of all signed plan sheets.
- xv. Provide final drawings in AutoCAD 2017 format for the City's records.
- xvi. Submit plans to the Nebraska Department of Environment and Energy (NDEE), if necessary.
- d. Easement acquisition assistance
 - i. Draft exhibits for temporary easements needed.
 - 1. Temporary Easements to be acquired will be shown on a single exhibit per property/owner as identified from available public records.
 - 2. A total of up to 7 exhibits are anticipated to be drafted for individual properties along this project.
 - 3. JEO to provide easement exhibits to City of Grand Island for their insertion into legal form. City to perform any title research or appraisals as they deem necessary and these services are not part of JEO's agreement.
 - ii. Acquisition assistance:
 - 1. Provide a JEO representative familiar with the affected property owners to assist the City in setting up meetings to review and ask for signatures for the easements.

3.2 BIDDING ASSISTANCE

- a. Furnish Copies of Plans, Specifications, and spreadsheet of bid items, to the City for the City to incorporate into a bid package and contract documents.
 - i. The City shall issue the bidding documents.
 - ii. The City's standard specifications shall be the utilized for the technical specifications and general conditions of the bid package.
 - iii. JEO will provide special provisions to supplement the City's specifications
 - iv. JEO will provide in excel format a quantity sheet for the City to incorporate into a bid form.
 - v. The City's standard contract documents shall be utilized and completed by City Staff.

- vi. JEO will provide in PDF format the signed/sealed plan sheets for the City to include in the bid package.
- b. Respond to inquiries from prospective bidders.
 - i. JEO will assist the City with responding to bidders' questions during the bidding process.
 - ii. Assist the City in issuing an addendum during the bidding process as may be necessary to ensure complete and accurate bidding.
- c. Assist the City in securing construction bids.
 - i. JEO shall attend the bid opening with the City
- d. Tabulate and analyze Construction bids
- e. Review the received bids with the City.

4 **CONSTRUCTION SERVICES**

- 4.1 **CONSTRUCTION ADMINISTRATION**
 - a. Pre-Construction Meeting
 - b. Property Owner Meetings
 - i. Arranging meeting times, locations and inviting necessary guests including the contractor, City personnel, utility company representatives, and available affected property owners prior to each site construction.
 - c. Shop Drawing Review
 - i. Provide Review of shop drawings and submittals from contractor.
 - ii. If submittal is determined to not comply with plans and specifications, return to Contractor with comments for resubmission.
 - iii. If determined to comply with plans and specifications, submit to the City for concurrence.
 - iv. Return approved submittals to Contractor.
 - d. Pay Request Reviews
 - i. Review submitted payment requests for accuracy with work completed.
 - ii. Submit recommended payment requests to City for approval and payment.
 - e. Change Orders/Work Change Directives
 - i. Review all proposed change order and work change directives.
 - ii. Negotiate all Change Orders and work change directives with the Contractor and the City.
 - iii. Submit all recommended Change Orders and Work Change Directives to the City for approval.
 - f. Record Drawings
 - i. Upon completion of construction, complete record drawings of work completed for the City's records.

4.2 **RESIDENT PROJECT REPRESENTATIVE (RPR) DUTIES**

- a. RPR Construction Observation
 - i. Providing onsite observation. For the on-site inspector, it is assumed to be an average of 35 hours per spot repair.
 - ii. Responding to Contractor's questions about the project
 - iii. Reviewing work that is being constructed is in accordance with the plans and specifications.
- b. Utility Coordination

- i. Coordination with the known utilities including schedule of improvements, when the utility representative needs to be present during items of work, and potential unknown conflicts.
- c. Material Testing and Coordination
 - i. Perform Materials Testing as identified in the specifications including soils testing and concrete testing, as needed.
 - ii. Retesting of failed tests shall be billed to the Contractor.
- d. Plan Clarifications
 - i. Respond to the Contractor's questions regarding plans and specifications to clarify intent of the plan documents.

EXCLUSIONS:

- Title research, appraisals, legal forms, negotiations, securing of signed easement documents, condemnation, and any other land acquisition assistance services no identified in the scope of services.
- SWPPP preparation, administration, and inspections (only needed if disturbing over an acre of land).
- Construction Staking
- Any permit fees associated with permit applications.
- Special meetings and meetings not outlined in the Scope of Services.

SUBCONSULTANTS:

• GSI Engineering, LLC – Geotechnical Evaluation and Pavement Design recommendations.

SCHEDULE:

Anticipated NTP: February 15, 2021

3.1	Final Plans	45 Days from Notice to Proceed
3.2	Bidding	30 Days from Plan Finalization
4	Construction Services	Summer/Fall 2021

PROJECT FEE SUMMARY:

Phase 3 FINAL DESIGN & BIDDING ASSISTANCE	\$34,655.00
Task 3.1 Final Design	\$31,595.00
Task 3.2 Bidding Assistance	\$3,060.00
Phase 4 Construction Services	\$24,545.00
Task 4.1 Construction Admin	\$5,065.00
Task 4.2 RPR	\$19,480.00

Phase 3 and 4 TOTAL\$59,200.00 All fees are hourly not to exceed the contract total.

RESOLUTION 2021-7

WHEREAS, on November 10, 2020, via Resolution No. 2020-277, City Council approved an agreement with JEO Consulting Group, Inc. of Grand Island, Nebraska in the amount of \$28,645.00 for Sanitary Sewer Rehabilitation - Various Locations; Project No. 2020-S-8; and

WHEREAS, the original agreement is now being amended to allow for final design, bidding services, and construction services; and

WHEREAS, such amendment is in the amount of \$59,200.00, for a revised agreement amount of \$87,845.00; and

WHEREAS, Amendment No. 1 to the original agreement with JEO Consulting Group 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 JEO Consulting Group, Inc. of Grand Island, Nebraska for engineering consulting services related to Sanitary Sewer Rehabilitation - Various Locations; Project No. 2020-S-8 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, January 12, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ¤_____ January 8, 2021 ¤ City Attorney