



# City of Grand Island

Tuesday, February 11, 2014

Council Session

## Item G-11

**#2014-24 - Approving Agreement Amendment No. 1 with Olsson Associates for Professional Services Related to the Extension of Sanitary Sewer System from Wildwood Subdivision to Interstate 80 (District No. 530T)**

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

# Council Agenda Memo

**From:** Terry Brown PE, Assistant Public Works Director

**Meeting:** February 11, 2014

**Subject:** Approving Agreement Amendment No. 1 with Olsson Associates for Professional Services Related to the Extension of Sanitary Sewer System from Wildwood Subdivision to Interstate 80 (District No. 530T)

**Item #'s:** G-11

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

## Background

City Council approved an Interlocal Agreement with Hall County on September 10, 2013 by Resolution No. 2013-309 for SID No. 2. This political subdivision was formed by property and business owners interested in extended sanitary sewer services south of the City limits along Highway 281 and filed in Hall County on July 22, 2013.

The Interlocal Agreement between the SID No. 2 and the City of Grand Island requires the City to design the sanitary sewer section of this project, which will be paid for by a State Revolving Fund (SRF) loan. Funds received from SID No. 2 will repay the SRF loan.

On August 14, 2012, by Resolution No. 2012-206 City Council approved an agreement in the amount of \$172,550.00, with Olsson Associates of Grand Island, Nebraska for engineering consulting services for the extension of Grand Island's public sanitary sewer system from Wildwood Subdivision to Interstate.

The scope of this agreement entailed 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 US Highway 281 sanitary sewer extension.

A portion of the original agreement includes the Wildwood Subdivision sanitary sewer extension construction administration services, construction observation, and project close-out.

## **Discussion**

In order for the City to receive the SRF loan the Nebraska Department of Environmental Quality (NDEQ) requires that the City manage, design, observe construction, and closeout the SID portion of this sanitary sewer extension. The City will then own and maintain the infrastructure.

Amendment No.1 to the original agreement is being brought forward to include engineering consulting services related to the Sewer Improvement District (SID) on both the north and south side of Interstate 80. Further coordination is necessary 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 close-out for the SID force main portion of the sanitary sewer extension to the SID No. 2. Such Amendment No. 1 is in the amount of \$267,035.00, resulting in a revised agreement total of \$502,185.00.

## **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 agreement with Olsson Associates of Grand Island, Nebraska and pass a resolution authorizing the Mayor to sign the agreement, for a total amount of \$267,035.00.

## **Sample Motion**

Move to approve the resolution.

## **LETTER AGREEMENT AMENDMENT #1**

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 and Interstate I-80, Grand Island, NE

Project Description: Engineering Services for sanitary sewer force main for Grand Island SID #2.

### **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:

#### **Design Services**

1.1 See Attached Exhibit 'B'.

#### **Bidding Services**

2.1 See Attached Exhibit 'B'.

#### **Construction Services**

3.1 See Attached Exhibit 'B'.

### **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 Labor Rate Schedule and the 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.

If applicable: Olsson's Scope of Services will be provided on a time and expense basis not to exceed **Two Hundred Sixty Seven, Thirty Five Dollars (\$267,035.00)**.



**EXHIBIT "B" ATTACHED TO  
AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN CLIENT AND OLSSON, DATED August 17, 2012**

**DESCRIPTION OF BASIC PROFESSIONAL SERVICES AND RELATED MATTERS**

This is an amendment exhibit attached to and made a part of the General Provisions attached to the Agreement dated August 17, 2012 between City of Grand Island, NE (Client) and Olsson Associates (Olsson) providing for professional services. The Basic Services of Olsson are as indicated below.

**GENERAL**

OLSSON shall perform for Client professional services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as Client's professional representative for the Project, providing professional consultation and advice and furnishing customary services incidental thereto.

**PHASE 400: NDEQ SRF FUNDS COORDINATION (SID SEWER FORCE MAIN)**

Olsson shall complete items associated with the compliance of the Nebraska Department of Environmental Quality State Revolving Loan Funds (NDEQ SRF) requirements. Tasks to be completed include:

- Task 401: State and Federal Agency Notification** – Completed previously.
- Task 402: Public Meeting** – Olsson shall assist the City in the preparation for and holding of the required public meeting for the NDEQ SRF funds.
- Task 403: NDEQ Coordination** – Olsson shall coordinate with NDEQ on the necessary funding items of the project during the design phase only. Does not include Davis Bacon payroll certification, interviews, etc.

**PHASE 400 FEES - \$3,280.00**

**PHASE 500: EASEMENT ACQUISITION (SID SEWER FORCE MAIN)**

Olsson shall complete items associated with the permanent and temporary easement acquisition for the tracts along the sanitary sewer route along Highway 281 and the Interstate 80 #312 interchange. It is anticipated that there are approximately eight (8) tracts with a total of approximately five (5) individual landowners from which easements will be required. This scope does not include condemnation proceedings (if necessary). Tasks to be completed include:

- Task 501: Easement Descriptions & Tract Drawings** – Olsson shall prepare legal descriptions and tract drawings for the permanent and temporary easements required from each of the impacted tracts.

**Task 502: Title Search & Appraisals** – Olsson shall perform a title search and have an appraisal completed for each of the impacted tracts for use in the acquisition of the temporary and/or permanent easement.

**Task 503: Easement Acquisitions** – Olsson shall assist the City in the negotiations for the acquisition of the temporary and/or permanent easements. Olsson will prepare the easement documents, present, explain offers, answer related questions, and secure signatures from interested parties. Olsson will attempt to meet with each property owner at least three times if necessary.

Olsson will perform the services in accordance with the City of Grand Island's procedures. The goal will be to acquire the necessary right of way through amicable negotiations. If condemnation is required, Olsson will deliver the parcel files to the City of Grand Island and be available for consultation or condemnation testimony.

Olsson will submit signed purchase agreements, deeds and temporary easements, along with a payment transmittal letter to the City. The City will approve all signed purchase agreements and easement documents and will make payments to each property owner and tenant, if necessary. The City will record the deeds at the County Courthouse, and provide copies of the recorded documents and payment vouchers or checks to Olsson in order to complete the acquisition file.

**PHASE 500 FEES - \$29,900.00**

**PHASE 510: GEOTECHNICAL INVESTIGATION (SID SEWER FORCE MAIN)**

Olsson shall perform engineering services including exploratory work, laboratory and field testing, and professional guidance in tests to be made at test locations based on preliminary drawings and designs and including professional interpretations of exploratory and test data. The services will include:

**Task 511: Geotechnical Borings** – Olsson shall perform geotechnical exploratory work, such as soil borings, penetration tests, soundings, subsurface explorations, laboratory tests of soils, rock formations, and other geophysical phenomena which may be required to provide information for design, and field and laboratory tests and analyses which are required to provide design information. It is anticipated that eight (8) soil test borings will be made.

**Task 512: Geotechnical Report** – Olsson shall prepare a geotechnical report interpreting the data on the exploratory work. Included will be recommendations for testing and setting out the site conditions that can be anticipated from this initial exploratory work.

**PHASE 510 FEES - \$9,400.00**

**PHASE 520 – SANITARY SEWER DESIGN (SID SEWER FORCE MAIN)**

Olsson shall prepare plans and specifications that can be used as bid and construction documents that will allow the project to be competitively bid and constructed. The tasks performed shall include:

- Task 521: Project Management** – Day to day coordination and correspondence with parties of interest to insure timely project advancement and progress updates.
- Task 522: Design of Sanitary Sewer Improvements** – Olsson shall provide topographic survey and design the sanitary sewer improvements (as outlined in the proposal submitted to the City). These improvements will include sanitary sewer line sizing, lift station electrical design for lift stations, manhole locations, and sewer stub-out locations.
- Task 523: Prepare Plans & Specifications** – Olsson shall prepare plan sheets, technical specifications, and front end documents for the proposed project. The complete plans and specifications will be submitted to the Nebraska Department of Environmental Quality for review. The City is responsible for any review fees.
- Task 524: Quality Control Review** – Olsson shall perform an in-house quality control review to evaluate the construction documents and provide review comments. Olsson will also prepare a final opinion of probable cost for the project based upon the information in the plans and specifications.
- Task 525: Meetings with Owner** – Olsson will meet with the Client to discuss the development of the plans and specifications. A total of four (4) meetings are anticipated.
- Task 526: Prepare Cost Opinion** - A final opinion of probable construction cost shall be prepared, based upon the information in the plans and specifications and presented to the Client.
- Task 527: SID Assessment Fee Development** – Olsson will work with the City & SID on evaluating the costs and developing the assessment fees for the sanitary sewer line.
- Task 528: Decommissioning Plans for WW Plants** – Olsson will assemble and submit to NDEQ plans for the decommissioning of two (2) existing wastewater plants currently serving Quality Inn and Transicold facilities.

**PHASE 520 FEES – \$116,250.00**



**PHASE 530 – PROJECT PERMITTING (SID SEWER FORCE MAIN)**

Olsson shall work with the City on obtaining the necessary permits that will be required to construct the project. The tasks performed shall include:

**Task 531: Wetland Delineation & Corps of Engineers 404 Permit** – Olsson has completed a wetland delineation for the following areas: Wildwood Subdivision project (from the north end of the Platte Valley Industrial Park to the north end of Wildwood Subdivision); Highway 281 Sewer project (from the north end of Wildwood Subdivision to the north end of the Bosselman Subdivision); and S.I.D. Sewer Project (from the north end of the Bosselman Subdivision to the Highway Hotels property and the USA Inn property). Olsson shall prepare a U.S. Corps of Engineers Nationwide 404 permit application and provide any additional information requested by the Corps of Engineers. This does not include additional site visits or any meetings with the Corps of Engineers.

An individual permit is not anticipated for this project and not included in the estimated fees.

**Task 532: NDOR and Hall County Permits** – Olsson shall prepare the necessary NDOR and Hall County permits required for the project. The anticipated permits are permits to occupy and cross NDOR right-of-way and a permit to cross Hall County right-of-way.

**Task 533: SWPPP** – Olsson shall prepare Erosion Control Documents containing the following:

- Plan Sheet(s) showing the location of BMP's.
- Details & Standard Plans of BMP's to be used.
- 3-ring binder complete with permit and supporting documents
- Fill out Notice of Intent (NOI).
  - Submittal of the NOI is the responsibility of Client.
- At the preconstruction meeting, yet to be scheduled, the needed maintenance & updating of the plan through completion and seeding will be discussed.

Client will provide to Olsson the following:

- Name, address, phone number and e-mail of the onsite foreman who will be responsible for the SWPPP and inspections during construction.

**Exclusions**

- Bi-weekly Stormwater Construction Site Inspection Report completion

- Task 623: Construction Progress Meetings** - Olsson shall attend construction progress meetings, assist in preparing the meeting agenda, and shall prepare and distribute to all attendees (narrative style) minutes of the progress meetings for the project. A total of six (6) construction progress meetings are anticipated.
- Task 624: Review Progress Payments** - Olsson shall review the Contractor's monthly progress payment applications for general conformance with the progress of the work and mathematical accuracy. A total of seven (7) progress payments are anticipated.
- Task 625: Prepare Change Orders** - Olsson shall review and prepare construction change orders and present to the Client. A total of two (2) construction change orders are anticipated.
- Task 626: Project Management** – Day to day coordination and correspondence with parties of interest to insure timely project advancement and progress updates.

**PHASE 620 FEES - \$21,295.00**

**PHASE 630 – CONSTRUCTION ADMINISTRATION SERVICES (WILDWOOD SUBDIVISION AND HIGHWAY 281 GRAVITY SEWER)**

Under separate agreement and not included under this amendment.

**PHASE 640. CONSTRUCTION OBSERVATION (SID SEWER FORCE MAIN)**

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 twenty (20) weeks or 900 hours of full time observation is anticipated.
- 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 sanitary sewer lines. The level of construction staking that is to be provided will be detailed in the project specifications.

**PHASE 640 FEES - \$67,215.00**

**PHASE 650. CONSTRUCTION OBSERVATION (WILDWOOD SUBDIVISION AND HIGHWAY 281 GRAVITY SEWER)**

Under separate agreement and not included under this amendment.

**PHASE 700. PROJECT CLOSE-OUT (SID SEWER FORCE MAIN)**

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

- Task 701: 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 702: 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 703: 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.

**PHASE 700 FEES - \$7,375.00**

**PHASE 710. PROJECT CLOSE-OUT (WILDWOOD SUBDIVISION AND HIGHWAY 281 GRAVITY SEWER)**

Under separate agreement and not included in this amendment.

**Exclusions to this amendment:**

1. Legal, boundary and ALTA surveys.
2. Review fees for local and state agencies having jurisdiction.
3. Permitting fees for local and state agencies having jurisdiction.
4. Groundwater modeling or groundwater discharge permitting.

RESOLUTION 2014-24

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

WHEREAS, it is necessary to amend the original agreement 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 close-out for the SID force main portion of the sanitary sewer extension to Interstate 80 ; and

WHEREAS, such modifications have been incorporated into Letter Agreement Amendment No. 1; and

WHEREAS, the result of such modifications will increase the agreement amount by \$267,035.00, for a revised agreement total of \$502,185.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Letter Agreement Amendment No. 1 between the City of Grand Island and Olsson Associates of Grand Island, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 11, 2014.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

\_\_\_\_\_  
Nicki Stoltenberg, Assistant to the City Administrator

Approved as to Form	☐ _____
February 9, 2014	☐ City Attorney