



City of Grand Island

Tuesday, September 25, 2012

Council Session

Item G10

#2012-263 - Approving Amendment #1 for Professional Consulting Services for the Southwest Outfall Drainage - Central Community College to the Wood River; Project No. 2011-D-1 - Construction Services

Staff Contact: Terry Brown, Interim Public Works Director

Council Agenda Memo

From: Terry Brown, Manager of Engineering Services

Meeting: September 25, 2012

Subject: Approving Amendment #1 for Professional Consulting Services for the Southwest Outfall Drainage - Central Community College to the Wood River; Project No. 2011-D-1 – Construction Services

Item #'s: G-10

Presenter(s): Terry Brown, Interim Public Works Director

Background

On September 8, 2009 City Council approved the award of Professional Consulting Services with Olsson Associates of Grand Island, Nebraska for the Southwest Outfall Drainage - Central Community College to the Wood River; Project No. 2011-D-1. The work was approved to be performed at actual costs, with a maximum of \$51,900.00.

The project will intercept drainage from the US Highway 281 area southwest of the Brentwood area and take the storm water east towards the Wood River in accordance with the drainage plan prepared for this area in 1978.

Any amendments to an agreement must be approved by City Council.

Discussion

City staff negotiated Amendment #1 for construction engineering with Olsson Associates on the Southwest Outfall Drainage – Central Community College to the Wood River; Project No. 2011-D-1. Total cost of these services is \$35,000.00.

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 #1 to the agreement with Olsson Associates of Grand Island, Nebraska for professional consulting services for the Southwest Outfall Drainage – Central Community College to the Wood River; Project No. 2011-D-1 to cover construction services.

Sample Motion

Motion to approve.



**CONTRACT AMENDMENT #1
To the Letter Agreement for
Professional Services for
DEVELOPMENT OF CENTRAL COMMUNITY COLLEGE
TO WOOD RIVER DRAINAGE GRAND ISLAND, NEBRASKA
August 23, 2012**

THIS CONTRACT AMENDMENT, executed between the City of Grand Island, hereinafter called the Client, and Olsson Associates, hereinafter called Olsson, shall amend the above-referenced Agreement dated August 31, 2009.

WITNESSETH, that in accordance of the mutual covenants herein contained, the City of Grand Island hereby agrees to employ Olsson to perform engineering services hereinafter outlined for the bidding and construction services for the southwest drainage project from US Highway 281 to the Wood River Outlet.

SECTION I - SCOPE OF SERVICES

1. GENERAL

Olsson shall perform for the City of Grand Island professional services in the phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as the City of Grand Island professional representative for the Project, providing professional consultation and advice and furnishing customary services incidental thereto.

2. BIDDING OR NEGOTIATING PHASE SERVICES

- a. Following the approval of the plans and specifications by the Client, and Governing Officials, Olsson shall assist the City of Grand Island in securing proposals from bidders, and attend the bid opening upon the City's request.
- b. Olsson shall respond to questions and provide clarification to the plan documents during the project bidding to interested parties upon request. Olsson will attend a pre-bid conference to explain and provide clarification to the prospective bidders.
- c. Olsson shall issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.

3. CONSTRUCTION PHASE SERVICES

- a. Olsson is to provide a Resident Project Representative (and any assistants). The duties and responsibilities of the Resident Project Representative (and assistants) are set forth in Exhibit C, Duties, Responsibilities and Limitation of Authority of Resident Project Representatives.
- b. Conduct a pre-construction conference to be attended by City representatives, the contractor, and utility companies.

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- c. Provide City and Utility coordination.
- d. Construction Phasing - coordinate with adjacent property owners.
- e. Review shop drawings and submittals to verify conformance to construction documents.
- f. Conduct two (2) construction progress meetings.
- g. Issue such additional instructions to the Contractor as may be required in the Contractor's work. Change Orders shall be prepared when appropriate, and submitted to the City for approval.
- h. Provide construction observation including construction staking and material testing for 65 working days at an average of 4 hours per working day for a total of 260 hours.
- i. Complete daily log and submit a weekly report to the City.
- j. Provide contract administration and review monthly payment requests by the contractor. Submit pay request to the City for approval and payment.
- k. Conduct final project inspection and project close out.
- l. Prepare final record drawings and a materials testing package and submit all documents to the City of Grand Island.
- m. When the Contractor completes the work in accordance with the terms of the contract documents, Olsson's Project Engineer shall issue an opinion recommending acceptance to the City and certifying the Contractor's request for final payment.

Additional Services

- a. City of Grand will complete the Stormwater Pollution Prevention Plan and submit the NPDES Permit.
- b. City of Grand Island will complete Stormwater construction inspections.

4. SCHEDULE FOR OLSSON'S SERVICES

- a. Unless otherwise agreed, Olsson would expect to begin performing its services under the Agreement promptly upon your signing.

Anticipated Start Date: October 1, 2012

Anticipated Completion Date: June 15, 2013

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 readjust 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.

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5. **COMPENSATION**

- a. Client shall pay to Olsson for the performance of the Basic Services the actual time of personnel performing such Services on the basis of current billable rates for services rendered by our principals and employees engaged directly on the Project plus Reimbursable Expenses, unless otherwise agreed to by both parties. Reimbursable expenses will be invoiced in accordance with the Schedule contained in the General Provisions attached to this Letter Agreement. Olsson's Basic Services will be provided on a time and expense basis not to exceed **Thirty-Five Thousand and 00/100 Dollars (\$35,000)**. Olsson shall submit invoices on a monthly basis, are due upon presentation and shall be considered past due if not paid within 30 calendar days of the due date.

6. **TERMS AND CONDITIONS OF SERVICE**

- a. We have discussed with you the risks, rewards and benefits of the Project and our fees for services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.
- b. If this proposal satisfactorily sets forth your understanding of our agreement, please sign in the space provided below (indicating Client's designated Project representative if different from the party signing). 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.

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement.

OLSSON ASSOCIATES

By Kevin L. Prior
Kevin L. Prior, Vice President

By Jeff R. Palik
Jeff R. Palik, Office Leader

If you accept the preceding proposal and the Agreement,
please sign:

CITY OF GRAND ISLAND "Client"

By _____

Title _____

Dated: _____

If different from above,

Client's Designated Project Representative

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RESOLUTION 2012-263

WHEREAS, on September 8, 2009, be Resolution No. 2009-215 the City of Grand Island approved an agreement for consulting services for the Southwest Outfall Drainage - Central Community College to Wood River; Project No. 2011-D-1 in the amount of \$51,900.00; and

WHEREAS, City staff has negotiated Amendment #1 to the original agreement to provide for construction engineering, in the amount of \$35,000.00; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Amendment #1 to the original agreement with Olsson Associates of Grand Island, Nebraska for construction engineering services for the Southwest Outfall Drainage - Central Community College to the Wood River; Project No. 2011-D-1 in Grand Island is hereby approved.

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

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Adopted by the City Council of the City of Grand Island, Nebraska, September 25, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 21, 2012	☐ City Attorney