

Agenda Item: 8.b.

## Memorandum

**To:** Programs, Projects and Operations Subcommittee  
**From:** Amanda Grint, Water Resources Engineer  
**Date:** February 5, 2014  
**Re:** Amendment #3 to Professional Services Contract with Olsson Associates for Phase II Zorinsky Water Quality Basin 1 (ZB1)

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Planning for Zorinsky Water Quality Basins 1 and 2 began in May 2007. Olsson Associates evaluated several concepts for both basins and in August 2009, the Board approved Phase II of the Olsson Associates contract to complete the design of ZB1. An additional amendment was approved in April 2012 to include out of scope work for permitting and the design of a sanitary sewer line. The above mentioned items provided a contract cost of \$360,887.00.

From the original Phase II contract for Construction Observation, \$44,982.00, remains to be spent however, due to an increase in the scope of the project the construction observation and administration expenses have increased. A scope of the proposed work is attached and a summary of Amendment #3 is as follows:

- Construction Administration and Construction Observation costs have been increased to accommodate the longer timeframe of the project due to the relocation of the sanitary sewer.
- Geotechnical Observation and Soils testing has been increased to test material placed on the Heine/Fitzpatrick property.
- Additional fee is added for a raptor survey which is necessary prior to tree clearing.

In conclusion, Olsson Associates would provide the additional professional services outlined in the attached noted Amendment #3 to the Professional Services Phase II Contract for ZB1 for a not to exceed amount of \$59,968.00. This would bring the total not to exceed amount of the contract to \$420,855.00.

**Management recommends that the Subcommittee recommend to the Board that the General Manager be authorized to execute the proposed Professional Services Agreement Amendment #3 between the District and Olsson Associates for the ZB1 project, bringing the total not to exceed contract amount to \$420,855.00, subject to changes deemed necessary by the General Manager and approval as to form by District Legal Counsel.**



January 30, 2014

Mrs. Amanda Grint  
Papio-Missouri River NRD  
8901 S. 154<sup>th</sup> Street  
Omaha, NE 68138-3621

Re: Zorinsky Water Quality Basins 1 Additional Services  
OA Project No. 007-0823

Dear Mrs. Grint:

The purpose of this letter is to request an amendment to Phase II of the Zorinsky Water Quality Basins 1 and 2 project for additional services.

The first phase of this project was for \$73,705 to complete a planning study for Zorinsky Water Quality Basins 1 (ZB 1) and 2. This planning portion of the project was completed and all of the \$73,705 was paid to Olsson. Once determined by the Papillion Creek Watershed Implementation Plan that ZB 1 would be completed first out of the two basins, an amendment was prepared and approved which added \$228,782 for the design and construction administration of Basin 1, making the total maximum payment under the contract \$302,487. A second amendment to the design services was made in April 2012 to cover additional professional services for design and coordination of the relocated sanitary sewer around ZB 1 and permitting.

Work Currently Under Contract

Phase I Original Contract – May 2007:	\$73,705.00
Phase II Amendment 1 – August 2009:	\$228,782.00
Phase II Amendment 2 – April 2012:	\$58,400.00
<b>Total Contract Cost:</b>	<b>\$360,887.00</b>

To date, Olsson has received payment for \$315,487.58. The initial construction administration and observation budget of nearly \$45,000 included in the first amendment remains intact, but is not expected to cover the costs required for full time observation of the sanitary sewer construction and testing needed for soil compaction. For this reason, Olsson is requesting a third amendment to cover the entire cost of construction administration, observation, and testing anticipated during the construction period for Zorinsky Water Quality Basin #1.

Olsson is proposing to add the following professional services and fees necessary to complete the remaining design and cover out-of-scope services for the following categories:

1. Phase 800 – Construction Observation

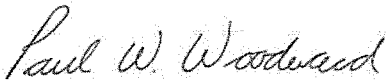
The following paragraphs provide a description of the additional services for these tasks along with their respective costs. We respectfully request that you consider a total contract increase of **\$59,968** to complete this project.

1. Construction Observation (add \$59,968) – Additional fees are needed for construction administration, observation and testing due to changes in the overall design of the project as compared to when initial cost estimates were completed. One major change is the inclusion of the sanitary sewer relocation as part of the construction package as well as the extent of the sanitary sewer relocation. New sanitary sewer lines are being run along each side of the water quality basin and will connect to the existing lines headed south across West Center Road. The other change was the ability to place all of the excavated soil material onsite with the agreement of the adjoining landowner. Placement of this material as opposed to hauling it off saves hundreds of thousands in construction dollars, but does require full time density and moisture testing for the placed fill. The total costs for Olsson's construction period services are \$104,950 and a more detail scope of services is attached and incorporated with this amendment.

If approved, the increase of \$59,968 would bring the total contract amount to **\$420,855.00**. A current summary of costs for each scope item is attached for your information. Please also find enclosed a draft amendment, Exhibit K, to the original Agreement between Owner and Program Manager dated May 10, 2007.

Thank you for your consideration of our proposal. As always, feel free to contact me with any questions you may have.

Optimistically,



Paul W. Woodward, PE, CFM  
Omaha Water Resources Group Leader

Enclosures

CC: Marlin Petermann, P-MRNRD

## **Scope of Services**

### **ZORINSKY WATER QUALITY BASIN #1 CONSTRUCTION PROJECT CONSTRUCTION PHASE SERVICES**

OA Project Number 007-0823

#### **General Description of Scope of Services**

This scope of services generally includes construction phase services for the Zorinsky Water Quality Basin #1 project. The services to be provided under this contract will include normal and customary construction administration, construction observation of the work; SWPPP Inspection, geotechnical observation and soils testing for fill placement, cast-in-place concrete, and utility/wall backfill.

The projected construction period is anticipated to begin approximately March 3, 2014 with a project close out schedule to begin on or before November 21, 2014. For the purposes of estimating hours it is assumed the duration of the project shall be 37 weeks.

The following are the task items that are included as part of the scope of services for the Zorinsky Water Quality Basin #1 Project

#### **Task 1. Construction Administration**

Olsson Associates shall furnish a Construction Administrator and Administrative Assistant to manage and oversee the construction work, develop and maintain project documents and reporting procedures and respond to contract related questions or changes in conditions that may be encountered. It is assumed that the Construction Administrator will be utilized on an as needed basis. Specific services performed by the Construction Administrator are as follows:

##### **a. Pre-Construction Conference**

At the date and time selected by the OWNER, conduct a pre-construction conference. ENGINEER will prepare an agenda for the conference. The pre-construction conference will include a discussion of the Contractor's tentative schedule, procedures for transmittal and review of the Contractor's submittals, processing payment applications, critical work sequencing, change orders, record documents, and the Contractor's responsibilities for safety and first aid.

##### **b. Review Contractor's Submittals**

The ENGINEER will review Contractor submittals, for equipment, materials, and conformance. All requests for variations from the contract documents will be reviewed with the OWNER before issuing an approval to the contractor. Such reviews shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

##### **c. Pay Requests**

Review and process the Contractor's monthly payment requests, and forward to the OWNER for payment. ENGINEER's review will be for the purpose of making a full independent mathematical check of the Contractor's payment request. ENGINEER is responsible for verifying the quantities of work, which are the basis of the payment request.

**d. Project Modifications**

Coordinate plan changes with Owner and Engineer. Review contractor RFI and/or Proposed Change Order requests and determine applicable action in the issuance of field orders or Work Change Directives. Submit Work Change Directives with supporting documentation to Owner for inclusion in a subsequent Change Order. Owner will determine approval or rejection and authorize work modification to proceed. Upon receipt of Owner's signed Change Order the cost and/or time modification will be documented as a Change Order.

**e. Project Files and Project Documentation**

Set up and maintain appropriate project files that relate to the work. Including but not limited to: project correspondence, contractor requests for information (RFI), field orders (FO), work change directives (WCD), change orders (CO), meeting minutes, material certifications, test reports, weekly construction summaries and project schedules.

**f. Document Interpretation and Clarification**

Interpret construction contract drawings when requested by the OWNER or Contractor. When authorized by the OWNER and Contractor, ENGINEER may interpret construction contract drawings and specifications upon request by subcontractors and suppliers.

**g. Progress Meetings**

Coordinate with General Contractor and assist in developing the agenda for the progress meetings. Provide minutes of the meetings to those in attendance. Meetings will include discussion of the Contractors progress as it relates to the schedule and maintaining project schedules, site coordination, defects and deficiencies in the work and resolution to conflicts.

**h. Substantial Completion**

Upon receipt of written notification from the Contractor of substantial completion, schedule a walk through to identify items to be completed or corrected prior to accepting substantial completion.

**i. Final Completion**

In the company of the OWNER and Contractor, the ENGINEER will conduct a final completion walk through to identify items requiring completion or correction prior to final payment.

**j. Project Closeout**

Coordinate appropriate information relating to final closeout of the project including a final set of record drawings for distribution as well as securing all necessary documentation allowing for processing of final payment.

**Estimated Cost for Task 1 –Based on Time & Expense**  
(Final cost will reflect actual time and expense)

**\$23,380.00**

## **Task 2. Construction Observation**

Engineer shall furnish a full-time Resident Project Representative (RPR), and other staff to assist in observing performance of the work of the contractor during the installation, removal & abandonment of sanitary sewer (estimated 360 hours) and the installation of storm sewer (estimated 40 hours). For the remaining duration of the project the Engineer shall furnish a part-time Resident Project Representative (RPR) for general site observation (estimated 240 hours).

This work will generally include observation of site clearing and demolitions, sanitary sewer construction, removal and abandonment, storm sewer construction, shoring and structure construction, coordination with soils testing and placement operations.

Through more extensive on-site observations of the work in progress and field checks of materials, the RPR and assistants shall endeavor to provide further protection for the Owner against defects and deficiencies in the work. Specific services to be performed are as follows:

### **a. General Site Observation**

Provide part time construction observation during the general phases of the project. These are to include: site clearing and demolitions, excavation/ grading, Labyrinth Weir construction, riprap placement, erosion control measures installation, seeding and rock check dam construction. This may include observation during evening hours and on weekends to adequately observe the contractor's work. General site observation by the RPR has been estimated at 240 hrs.

### **b. Storm Sewer Construction Observation**

Provide full time construction observation during the storm sewer construction phases of the project. These are to include: construction of storm sewer, flared end sections and structures. This may include observation during evening hours and on weekends to adequately observe the contractor's work. Storm Sewer Construction Observation by the RPR has been estimated at 40 hrs.

### **c. Sanitary Sewer Construction Observation**

Provide full time construction observation during the sanitary sewer construction phases of the project. These are to include: construction of sanitary sewer (multiple sizes), sanitary sewer siphon, manholes and pipe plugs; abandonment and removal of sanitary sewer and manholes; testing of sanitary sewer and manholes. This may include observation during evening hours and on weekends to adequately observe the contractor's work. Sanitary Sewer Construction Observation by the RPR has been estimated at 360 hrs.

### **d. SWPPP Inspection**

Provide inspection a minimum of once per week between March 3, 2014 and November 21, 2014 until the stabilization requirement for the above referenced project is met per permit requirements. This will include a scheduled once-per-week site inspection and additional inspections as required for rain events within the project area ½" or more rain in any 24 hour period.

### **e. Meetings**

Attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings.

**f. Liaison**

Serve as Construction Administrators liaison with contractor, working principally through contractor's superintendent and assist Contractors in understanding the intent of the Contract Documents, assist the Construction Administrator in serving as the Owner's liaison with contractor.

**g. Review of Work, Rejection of Defective Work, Observations and Tests**

Conduct on-site observations of the Work in progress to assist Construction Administrator in determining if the Work is in general accordance with the Contract Documents.

Report to Construction Administrator 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 governing agency, test or approval required to be made; and advise Construction Administrator of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, or approval.

**h. Modifications**

Consider and evaluate Contractor's suggestions for modifications to the Plans and Specifications and report with RPR's recommendations to Construction Administrator. Transmit to Contractor decisions as issued by Owner and/or the Construction Administrator.

**i. Reports**

Furnish Construction Administrator weekly summary reports and photo log which include but are not limited to progress of the Work and Contractor's compliance with the progress schedule.

**j. Payment Requests**

Verify quantities of stored materials and completed work. Prepare and process payment requests based on field verifications of quantities requested by the Contractor.

**k. Substantial & Final Completion**

Attend walk-through and prepare punch lists to be distributed to Owner, Project Engineer and Contractor.

**l. As-built Drawings**

Maintain an as-built record drawing and specifications at the job site based on site observation and the Contractor's record drawings. This information will be combined and one set of redlined as-built drawings will be provided to the OWNER at the completion of the project. Electronic files of the as-built drawings are not included in this scope of work.

**m. Record Drawings**

Maintain record drawings and specifications based on site observation and the Contractor's record drawings. This information will be combined and one set of redlined record drawings will be provided to OWNER at the completion of the project. Electronic files of the record drawings are not included in this scope of work.

**Estimated Cost for Task 2 –Based on Time & Expense**  
(Final cost will reflect actual time and expense)

**\$46,080.00**

**Task 3. Geotechnical Observation and Soils & Materials Testing**  
See Attached Construction Testing Scope.

**Estimated Cost for Task 3 –Based on Time & Expense**  
(Final cost will reflect actual time and expense)

**\$31,650.00**

**Task 4. Environmental Services**

Olsson will conduct a raptor nest survey within the study area plus a ¼ mile buffer. The survey will occur no longer than 7 days prior to tree clearing to insure no raptors or raptor nests are disturbed. If tree clearing is delayed until after April 1, 2014 an additional migratory nesting bird survey will be required and would need to be negotiated at that time.

**Estimated Cost for Task 4 –Based on Time & Expense**  
(Final cost will reflect actual time and expense)

**\$2,340.00**



**Total Project Fee  
Zorinsky Water Quality Basin #1  
Construction Phase Services  
OA Project Number 007-0823**

<b>Task No.</b>	<b>Task Description</b>		<b>Fee Estimate</b>
<b>1</b>	<b>Construction Administration</b>		<b>\$23,380.00</b>
<b>2</b>	<b>Field Observation</b>		<b>\$46,080.00</b>
<b>3</b>	<b>Geotechnical and Soils Testing</b>		<b>\$31,650.00</b>
<b>4</b>	<b>Enviromental</b>		<b>\$2,340.00</b>
<b>5</b>	<b>Not Used</b>		<b>\$0.00</b>
<b>6</b>	<b>Not Used</b>		<b>\$0.00</b>
<b>7</b>	<b>Not Used</b>		<b>\$0.00</b>
<b>8</b>	<b>Not Used</b>		<b>\$0.00</b>
<b>9</b>	<b>Not Used</b>		<b>\$0.00</b>
	<b>Misc. Expenses</b>		<b>\$1,500.00</b>
		<b>Total Project Cost</b>	<b>\$104,950.00</b>

Existing Contract	\$	(44,982.00)
Amendment	\$	59,968.00

## SCHEDULE OF FEES

### Field Services\*

Technician	per hour	50.00
Senior Technician	per hour	60.00

### Administrative and Engineering Services

Administrative	per hour	54.00
Project Manager	per hour	115.00
Senior Project Engineer	per hour	140.00

### Travel and Reimbursable Expenses

Mileage (Estimated at \$25 per trip)	per mile	0.75
Other		Cost + 10%

### Laboratory Testing and Equipment

Compressive Strength - Concrete	per test	15.00
Standard Proctor	per test	150.00
Atterberg Limits Test	per test	75.00
P-200 Sieve Analysis	per test	40.00

\*Field services provided on Saturday, Sunday, Holidays, and in excess of 8-hours/day will be charged at 1.5 times the unit fee.

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## CONSTRUCTION TESTING SERVICES

Construction testing services have been requested for fill placement, utility/wall backfill and concrete structures. Olsson is not responsible for the Contractor's means or methods and does not have the obligation or authority to stop Contractor's work. Olsson's responsibility as special inspector is to report our field observations and test results to the Contractor and Client as provided herein. We propose to provide our observation and testing services in the following manner:

**Fill Placement** – Olsson will obtain samples of materials proposed for use as structural fill for laboratory testing. Laboratory tests, including standard proctors, gradations and atterberg limits tests, will be performed to classify and determine physical properties of the proposed fill materials. Olsson will observe the exposed subgrade within the construction limits of the building area following the required over-excavations to verify that soils unsuitable for floor slab support have been removed and to identify unstable areas that require additional excavation prior to fill placement. Olsson will observe and perform field density tests on structural fill placed within the footprint of the proposed building area. Olsson has estimated the following:

- 75 – Site visits to obtain soil samples and perform compaction tests

**Cast-In-Place Concrete** – Olsson's will perform field tests, including slump, air entrainment and temperature, on samples of concrete obtained from the concrete structures. Cylinders will be cast from the concrete used in the construction of the structure for compressive strength testing. Olsson has estimated the following:

- 5 - Sets of 5 (4"x8") Compressive Strength Specimens for the concrete structures for verification checks

**Utility/Wall Backfill** – Olsson will obtain samples of backfill material for standard proctor and atterberg limits testing. Field moisture-density tests will be performed in backfill placed within segments of utility trenches and/or along segments of foundation walls.

**Reporting** - Olsson's field professionals will prepare typed field reports summarizing each day's field observations, presenting test results, and detailing items not in compliance with the project drawings and/or specifications. Draft copies of the field reports will be provided on a daily basis to the designated field representative if requested. Field reports will be reviewed by our project engineer and transmitted to the Client, Project Engineers and Contractor.

**PROPOSED SCOPE OF WORK:**

**Fill Placement**

250 hrs Sr. Technician @	\$60.00 /hr	\$	15,000.00
10 Standard Proctor @	\$150.00 /each	\$	1,500.00
10 Atterberg Limits @	\$75.00 /each	\$	750.00
10 P-200 Sieve Analysis @	\$40.00 /each	\$	400.00
75 trips @	\$20.00 /trip (mileage)	\$	1,500.00

**Cast-In-Place Concrete**

20 hrs Technician @	\$50.00 /hr	\$	1,000.00
25 Compression Test - Concrete @	\$15.00 /each	\$	375.00
8 trips @	\$20.00 /trip (mileage)	\$	160.00

**Weir Structure Backfill**

55 hrs Technician @	\$50.00 /hr	\$	2,750.00
25 trips @	\$20.00 /trip (mileage)	\$	500.00

**Utility Backfill**

45 hrs Technician @	\$50.00 /hr	\$	2,250.00
20 trips @	\$20.00 /trip (mileage)	\$	400.00

**Reporting**

5 hrs Senior Project Engineer @	\$140.00 /hr	\$	700.00
21 hrs Project Manager @	\$115.00 /hr	\$	2,415.00
10 hrs Sr. Technician (Scheduler) @	\$60.00 /hr	\$	600.00
25 hrs Administrative @	\$54.00 /hr	\$	1,350.00

**Estimated Total: \$ 31,650.00**

SUGGESTED FORMAT  
(for use with E-582, 2004 Edition)

This is **EXHIBIT K**, consisting of 1 pages, referred to in  
and part of the **Agreement between Owner and Program  
Manager** dated May 10, 2007.

**Amendment to Owner-Program Manager Agreement**

1. Background Data:

- a. Effective Date of Owner-Program Manager Agreement: May 10, 2007
- b. Owner: Papio-Missouri River NRD
- c. Program Manager: Olsson Associates
- d. Program: Zorinsky Water Quality Basins 1 and 2

2. Nature of Amendment [Check those that are applicable and delete those that are inapplicable.]

- ☒ Additional Services to be performed by Program Manager  
☐ Modifications to Services of Program Manager  
☐ Modifications to Responsibilities of Owner  
☐ Modifications to Payment to Program Manager  
☐ Modifications to Time(s) for rendering Services  
☐ Modifications to other terms and conditions of the Agreement

3. Description of Modifications

Attached letter to Amanda Grint dated January 30, 2014 detailing the nature of the requested additional services.

Owner and Program Manager hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is February 14, 2014.

OWNER:

PROGRAM MANAGER:

*Paul W. Woodward*

By: John Winkler

By: Paul W. Woodward

Title: General Manager

Title: Omaha Water Resources Group Leader

Date Signed: \_\_\_\_\_

Date Signed: February 4, 2014