

RESOLUTION NUMBER 6559

WHEREAS, the City of Beatrice, Nebraska ("City") entered into a Letter Agreement for Professional Services ("Agreement") on August 7, 2017 with Olsson Associates, Inc. ("Olsson"), to provide engineering services for the evaluation of the biosolids drying process at the Wastewater Treatment Facility; and

WHEREAS, since the signing of the original Letter Agreement, the City and Olsson have amended the Letter Agreement to include different services necessary for the dewatering improvement project at the Wastewater Treatment Facility; and

WHEREAS, the City and Olsson wish to amend the Agreement to add construction engineering services by Olsson for the dewatering improvement project at the Wastewater Treatment Facility.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BEATRICE, NEBRASKA:

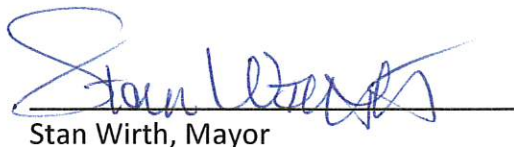
SECTION 1. That the Mayor and City Clerk are hereby authorized to execute the Letter Agreement Amendment #4 to the Letter Agreement for Professional Services between the City of Beatrice, Nebraska, and Olsson Associates, Inc. for construction engineering services. A copy of said Letter Agreement Amendment #4 is attached hereto as Exhibit "A" and incorporated by reference.

SECTION 2. That all resolutions or parts of resolutions in conflict herewith are hereby repealed.

RESOLUTION PASSED AND ADOPTED this 4th day of May, 2020.

Attest:


Erin Saathoff, CMC, City Clerk


Stan Wirth, Mayor



LETTER AGREEMENT AMENDMENT #4

Date: January 24, 2020

This AMENDMENT ("Amendment") shall amend and become a part of the Letter Agreement for Professional Services dated July 17, 2017 between City of Beatrice ("Client") and Olsson Associates, Inc. ("Olsson") providing for professional services for the following Project (the "Agreement"):

PROJECT DESCRIPTION AND LOCATION

Project is located at: Beatrice, Nebraska

Project Description: WPC Dewatering 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:

CONSTRUCTION ADMINISTRATION

a. Project Administration and Control

Engineer will perform project administration services during the construction phase of the project. By performing these services, Engineer shall not have authority or responsibility to supervise, direct, or control the Contractor's work or the Contractor's means, methods, techniques, sequences, or procedures of construction. Engineer shall not have authority or responsibility for safety precautions and programs incidental to the Contractor's work, or for any failure of the Contractor to comply with laws, regulations, rules, ordinances, codes, or orders applicable to the Contractor furnishing and performing the Work.

The anticipated construction period is 420 calendar days to Substantial Completion and 450 calendar days for completion of Work.

Specific services to be performed by Engineer are as follows:

- Review and comment on the Contractor's initial and updated construction schedules and advise City as to acceptability. Review the Contractor's activity sequence, and construction procedures as applicable to confirm the Water Pollution Control Facility's existing processes are kept in operation.
- Review the Contractor's initial schedule of estimated monthly payments and advise City as to acceptability.
- Make periodic visits to the construction site at stages appropriate to the progress of construction to observe the progress and quality of the Work. Advise the City and the Contractor concerning problems or deficiencies observed and concerning progress of the

Work. Typically, site visits will be scheduled to match monthly progress meetings.

- The Contract is based on providing up to seventeen (17) site visits by the Engineer. Significant additional visits as required or requested by the City shall be provided as Supplemental Services.
- Receive and review certificates of inspection and tests, which are to be assembled by the Contractor in accordance with the construction contract documents, and transmit them to City.

Interpret construction contract documents when requested by City or the Contractor.

Evaluate documentation to assist in the processing of requests for information and clarifications, work change directives or change proposal requests, and change orders, including any changes or extensions to construction contract time as requested. Evaluate the cost and scheduling aspects of change orders as requested and, where necessary and requested, assist City in negotiating with the Contractor to obtain a fair price for the Work. Said negotiation shall be subject to the approval of the City.

Work related to unusually complex or unreasonably numerous claims shall be considered Supplemental Services.

Act on claims of City and the Contractor relating to the acceptability of the Work or the interpretation of the requirements of the construction contract documents.

b. Pre-construction Conference:

Attend one pre-construction conference at time, date, and location established by the City in Beatrice and assist City during the conference. Pre-construction conference shall include a discussion of the Contractor's tentative schedule, procedures for transmittal and review of the Contractor's submittals, processing payment applications, processing change orders, submitting requests for information, critical work sequencing, completion of record documents, and the Contractor's responsibilities for safety and working at the project site.

c. Submittal Review

Engineer will develop web-based project management Smartsheet dashboard to facilitate document storage, management, and reviews.

Project team members who prepared the design will review drawings and other data submitted by the Contractor as required by the construction contract documents. Engineer's review shall be for general conformity to the construction contract documents and do not relieve the Contractor of any of his contractual responsibilities. Such reviews shall not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions and programs incident thereto.

Review of submittals will be limited to those required by the contract documents. Costs for additional review and reviews beyond normally accepted standards and practice for such reviews shall be borne by Contractor or City, as required by the contract documents.

d. Project Completion

Upon request by Contractor that substantial completion of the construction work has been attained, inspect the construction work with City-designated staff, and prepare a punch-list of those items required to be completed or corrected before final inspection and completion of the project. Submit results of the inspections to City and the Contractor.

Upon completion or correction of the items of work on the substantial completion punch-list, conduct a final inspection to determine if the Work has been completed in accordance with the contract documents. Provide written recommendations concerning final payment to City, including a list of items, if any, to be completed prior to making such payment and written certification of final completion to the City.

e. *Record Drawings*

Upon completion of the project, revise the construction contract drawings to conform to the construction records. Record documents will be provided to the City in electronic PDF format.

RESIDENT PROJECT REPRESENTATIVE SERVICES

Engineer will furnish a part-time Resident Project Representative during the construction work. The Contract is based on providing up to 1,560 hours of service during the course of the Work. Additional services requested by the City or required as a result of failure of the Contractor to complete the Project within the schedule defined in the Contract Documents shall be provided as Supplemental Services. The Resident Project Representative will observe the Contractor's work and perform the services listed below. The Resident Project Representative shall not have responsibility for the superintendence of construction site conditions, safety, safe (or unsafe) practices or conditions, operation, equipment, or personnel other than employees of the Engineer. This service will in no way relieve the Contractor of complete supervision and inspection of the Work, or the Contractor's obligation for complete the Work in compliance with the drawings and specifications. The Contractor shall have sole responsibility for safety, for maintaining safe practices, and avoiding unsafe practices and conditions.

Specific services performed by the Resident Project Representative are as follows:

a. *Site Observations and Liaison with City and Contractor*

Conduct onsite observations of the general progress of the Work to assist Engineer in determining if the Work is proceeding in accordance with the construction contract documents.

Serve as Engineer's liaison with the Contractor, working principally through the Contractor's superintendent, and assist Engineer in providing interpretation of the construction contract documents. Transmit Engineer's clarifications and interpretations of the construction contract documents to the Contractor.

Assist Engineer in serving as City's liaison with the Contractor when the Contractor's operations affect City's onsite operation.

As requested by Engineer, assist in obtaining from City additional details or information when required at the jobsite for proper execution of the Work.

Report to Engineer, giving opinions and suggestions based on the Resident Project Representative's observations regarding defects or deficiencies in the Contractor's work and relating to compliance with drawings, specifications, and design concepts.

Advise Engineer and the Contractor or its superintendent immediately of the commencement of any work requiring a shop drawing or sample submission if the submission has not been accepted by Engineer.

Monitor changes of apparent integrity of the site (such as differing subsurface and physical conditions, existing structures, and site related utilities when such utilities are exposed)

resulting from construction related activities.

Observe pertinent site conditions when the Contractor maintains that differing subsurface and physical conditions have been encountered, and document actual site conditions. Review and analysis of the Contractor's claims for differing subsurface and physical conditions are supplemental services.

Review the Contractors' construction sequence for all construction work.

Verify that the Contractor has contacted utilities in the general construction area and advised them of Contractor's schedule. Assist in coordinating scheduling of utility activities to minimize conflicts with City's activities.

Visually inspect materials, equipment, and supplies delivered to the worksite. Reject materials, equipment, and supplies which do not conform to the construction contract documents and/or accepted shop drawings.

Observe field tests of equipment, structures, and piping, and review the resulting reports, commenting to Engineer as appropriate.

Accompany visiting inspectors representing public or other agencies having jurisdiction over the project. Record the names of the inspectors, the results of the inspections, and report to Engineer.

b. Meetings, Reports, and Document Review and Maintenance

Attend the pre-construction conference, and assist Engineer in explaining administrative procedures, which will be followed during construction.

Schedule and attend monthly progress meetings and other meetings with City and the Contractor when necessary, to review and discuss construction procedures and progress scheduling, engineering management procedures, and other matters concerning the project.

Submit to Engineer, with a copy to City, periodic construction progress reports containing a summary of the Contractor's progress, general condition of the Work, problems, and resolutions or proposed resolutions to problems.

Review the progress schedule, schedule of shop drawings submissions, and schedule of values prepared by the Contractor, and consult with Engineer concerning their acceptability.

Report to Engineer regarding work which is known to be defective, or which fails any required inspections, tests, or approvals, or has been damaged prior to final payment. Advise Engineer whether the work should be corrected or rejected, or should be uncovered for observation, or requires special testing, inspection, or approval.

Review applications for payment with the Contractor for compliance with the established procedure for their submission, and forward them with recommendations to Engineer, noting particularly their relation to the schedule of values, work completed, and materials and equipment delivered at the site, but not incorporated into the Work.

Record date of receipt of samples. Receive samples which are furnished at the site by the Contractor and notify Engineer of their availability for examination.

During the course of the Work, verify that specified certificates, operation and maintenance manuals, and other data required to be assembled and furnished by the Contractor are applicable to the items actually installed; and deliver this material to Engineer for his review and forwarding to City prior to final acceptance of the Work.

Maintain a marked set of drawings and specifications at the jobsite based on data provided by the Contractor. This information will be combined with information from the record documents maintained by the Contractor, and a master set of documents conforming to construction records will be produced.

Review certificates of inspections, tests, and related approvals submitted by the Contractor as required by laws, rules, regulations, ordinances, codes, orders, or the Contract Documents (but only to verify that their content complies with the requirements of, and the results certified indicate compliance with, the construction contract documents). This service is limited to a review of items submitted by the Contractor and does not extend to a determination of whether the Contractor has complied with all legal requirements.

Collect, and organize operation and maintenance data provided by the Contractor.

Maintain a diary or log book of events at the jobsite observed by the Resident Project Representative, including the following information:

- o Days the Contractor worked on the jobsite.
- o Contractor and subcontractor personnel on jobsite.
- o Construction equipment on the jobsite.
- o Observed delays and causes.
- o Weather conditions.
- o Data relative to claims for extras or deductions.
- o Activities observed.
- o Observations pertaining to the progress of the Work.
- o Materials received on jobsite.

The diary or log book, both hard copy and electronic document files, shall be provided to the City and become the property of the City. Engineer shall keep a copy of all such record documents.

c. Assistance in Certification of Substantial and Final Completion

Before Engineer issues a Certificate of Substantial Completion, submit to the Contractor a list of items observed to require completion or correction.

Assist Engineer and City in conducting final inspection in the company of the Contractor, and prepare a final list of items to be completed or corrected.

Verify that all items on the final list have been completed or corrected and make recommendations to Engineer concerning final completion and acceptance.

STARTUP & TRAINING

a. Equipment Operation and Maintenance Manuals

Review the equipment manufacturers' O&M manuals for completeness. After the final review of each manual is completed, five (5) copies bound in the manufacturers' binder and one (1) digital copy will be delivered to the City.

b. Manufacturer Performance Testing

An operations specialist provided by the centrifuge manufacturer will provide performance testing of the centrifuge to validate conformance with the design specifications.

c. Manufacturer Training and Startup

Training and startup services will be provided by the major equipment manufacturers to guide the operations staff through the operation and maintenance of the equipment. An operations specialist provided by the equipment manufacturer will provide staff training to familiarize City's staff with troubleshooting. Engineer will facilitate scheduling training and startup with City, attend training and startup, and review manufacturers' startup reports.

d. Technical Support

Provide up to 100 hours of technical support to City staff after final completion of the construction contract. This includes, but is not limited to, process troubleshooting, assisting with manufacturer warranty claims, and process optimization.

CONTROLS SYSTEM INTEGRATION & STARTUP

a. Controls System Integration & Startup

Engineer will provide programming and startup services for new PLC, SCADA HMI, communications and integration of centrifuge manufacturer controls, and polymer control panels. Startup services to include Site Acceptance Testing, Functional testing, SCADA controls narrative, and operator training.

SPECIAL INSPECTIONS AND MATERIALS TESTING SERVICES

Special inspections and construction testing services have been requested for site preparation, structural fill and backfill placement, reinforced concrete, and structural steel erection. We propose to provide our special inspections and construction testing services in the following manner:

a. Earthwork Observation

Site Preparation (Floor Slab Subgrades) – Olsson will observe the exposed subgrade within the construction limits of the building areas to verify that soils unsuitable for floor slab support have been removed and to identify unstable areas that require additional excavation prior to placement of the building floor slab. A proofroll will be performed when accessible.

Structural Backfill Placement – Olsson will obtain samples of materials proposed for use as structural backfill for laboratory testing. Laboratory tests, including standard Proctors and Atterberg limits tests, will be performed to evaluate the physical properties of the proposed backfill materials. Olsson will observe field placement methods and perform field density tests on structural backfill placed within utility trenches. We have assumed a maximum of 1 Proctor and Atterberg Limits tests will be required for testing of soil to be used as structural backfill.

b. Reinforced Concrete Testing

Reinforced Concrete – Olsson will observe placement of reinforcing steel in the foundations

and slabs on grade. Field tests including slump, air entrainment and temperature will be performed on samples of concrete obtained from these areas. Cylinders will be cast from the concrete used in construction of the structure for compressive strength testing at a rate of one set of 5 cylinders for every 100 yards of concrete placed per day. The following have been assumed:

- Footings, Housekeeping Pads – 4 sets of 5 cylinders per set, cast over 4 placement events
- Slab on Grade, Infills – 3 sets of 5 cylinders per set, cast over 3 placement events

c. *Structural Framing Connections*

Structural Steel/Precast Connections – Olsson will provide a steel technician during erection of the structural steel and precast building frame. Field-bolted and welded connections will be observed. Olsson requires welding procedures and welder qualification test records for AWS Codes D1.1, D1.3 and D1.4 to be provided to us for review and submitted to the project structural engineer for approval, if necessary, prior to welding being performed. Olsson will attend a preconstruction meeting with the general contractor superintendent and the structural steel erection contractor to coordinate a pre-installation verification of bolts and field observations of bolted and welded connections.

Chapter 17 of the International Building Code requires ultrasonic testing on all partial-penetration, full-penetration and multi-pass fillet welds. However, per the project specifications, our scope of work reflects ultrasonic testing of 50 percent of partial and full penetration moment connection weld. Olsson has estimated the following:

- 1 – Site visit for pre-con meeting with steel erector and precast installer
- 1 – Site visit for observation of welded and bolted connections for the framing and decking connections (Level I Steel Technician)

d. *Project Management/Reporting*

Olsson's field professionals will prepare electronic field reports summarizing each day's field observations presenting test results and detailing items not in compliance with the project drawings and/or specifications.

Field reports will be reviewed by our project manager and submitted electronically to the designated project team on a weekly basis. Olsson is not responsible for the Contractor's means and methods and does not have the obligation or authority to stop the Contractor's work. Olsson's responsibility as the special inspection firm is to report field observations and test results to the Contractor and Client as provided herein.

SUPPLEMENTAL SERVICES

Work Not Included. Any work requested by the City that is not included in one of the tasks listed above will be classified as supplemental services. Supplemental services shall include but are not limited to:

- Design of landscape including trees
- United States Corps of Engineers Section 404 Individual Permit
- Local Building Permits

- Wastewater Facilities NPDES Permit revisions
- NPDES Industrial Stormwater Permit revisions
- Temporary and permanent easements including surveying, writing legal descriptions, property appraisals, legal services
- Boundary survey and establishing property line locations
- Establish and furnish baselines/control points, and perform construction staking.
- SWPPP design and inspections
- WPC Facility process sampling and laboratory analysis
- Any meetings with local, State, or Federal agencies, or other affected parties to discuss the project, other than those specifically noted.
- Appearances at any public hearings or before special boards not specifically listed in other tasks.
- Supplemental engineering work required to meet the requirements of regulatory or funding agencies that may become effective subsequent to the date of this agreement.
- Assist City with negotiating and reviewing any liquidated damages for delays caused by Contractor if the project extends beyond the anticipated contractual durations.
- Special consultants or independent professional associates requested or authorized by City.
- Facility operation and maintenance manual (in addition to the equipment operation and maintenance manuals provided by the Contractor), and operator training, other than those specifically noted.
- Assistance with prequalification protest, bid protests and rebidding, preparation for litigation, arbitration, or other legal or administrative proceedings; and appearances in court or at arbitration sessions in connection with the project.
- An environmental assessment report and/or environmental impact statement as requested by City or required by review agencies.
- Visits to the construction site and/or the City's location in addition to the number of such trips and the number of staff-hours in connection with them set out in the other phases of the contract scope.
- Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by the Contractor, and services after the award of the contract in evaluating and determining the acceptability of substitutions proposed by the Contractor.
- Additional or extended services during construction made necessary by: (1) work damaged by fire or other cause during construction; (2) a significant amount of defective

or neglected work of the Contractor; (3) acceleration of the process schedule involving service beyond normal working hours; (4) default by the Contractor; and, (5) failure of the Contractor to complete the work within the construction contract time.

- Evaluation of unusually complex claims or an unreasonable or extensive number of claims submitted by the Contractor or others in connection with the work beyond the level of effort budgeted under Construction Services.
- Changes in the general scope, extent, or character of the project or its design including, but not limited to, changes in size, complexity, the City's schedule, character of construction, or method of financing; and revisions to previously accepted studies, reports, design documents, or construction Contract Documents when such revisions are required by changes in laws, regulations, ordinances, codes, or are due to any other causes beyond the Engineer's control.
- Observing factory tests, including performance testing, and field retesting of equipment that fails to pass initial tests.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services covered by this Amendment as follows:

Advertise for Bids:	March 2, 2020
Award Construction Contract:	April 10, 2020
Construction Notice to Proceed:	May 11, 2020
Construction Completion:	July 30, 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, and all actual reimbursable expenses in accordance with the Labor Billing Rate Schedule(s) 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.

Olsson's Scope of Services will be provided on a time and expense basis not to exceed Four Hundred Sixty-One Thousand Nine Hundred One Dollars (\$461,901.00).

CONSTRUCTION ADMINISTRATION	\$133,949.25
RESIDENT PROJECT REPRESENTATIVE SERVICES	\$240,095.00
STARTUP AND TRAINING	\$ 42,254.00
CONTROLS SYSTEM INTEGRATION & STARTUP	\$ 38,562.75
SPECIAL INSPECTIONS & MATERIALS TESTING SERVICES	\$ 7,040.00
Total	\$461,901.00

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 _____

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 BEATRICE

By


Signature

Printed Name

Stan Wirth

Title

Mayor

Dated:

5-4-2020

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