

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA
RESOLUTION AUTHORIZING CONTRACT AMENDMENT #1 OLSSON
ASSOCIATES, INC. FOR PROFESSIONAL SERVICES

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2007), the County has the power to do all acts in relation to the concerns of the county necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 2007), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, pursuant to Neb. Rev. Stat. 39-1402(Reissue 2008) the County Board has the power and authority of improvement, and maintenance of public roads of the County; and,

WHEREAS, Amendment #1 has been proposed to a contract with the firm of Olsson Associates for professional engineering services in conjunction with certain improvements to Nebraska State Highway 370, said work being performed in conjunction with improvements to the site of the Sarpy County Stadium Project; and,

WHEREAS, the proposed contract is in the best interests of the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT the Chairman and the Clerk are hereby authorized to Amendment #1 to the Letter Agreement with Olsson Associates for professional engineering services, a copy of which is attached hereto, the same being approved by the Board.

DATED this 1st day of February, 2011.

Moved by Jim Nekuda, seconded by Jim Warren, that the above Resolution be adopted. Carried.

YEAS:

NAYS:

ABSENT:

[Signature]

none

Tom Richards

[Signature]

[Signature]

[Signature]

ABSTAIN:

none

Approved as to form:

[Signature]
County Clerk



[Signature]
Deputy County Attorney



December 6, 2010

Mr. Bill Herr,
Sarpy County
15100 S. 84th Street
Papillion, NE

RE: Hwy 370 Intersection Improvements "Project"
Sarpy County, Nebraska
Amendment #1

Dear Mr. Herr,

As requested we have developed Amendment #1 to the original letter agreement scope for the completion of the Hwy 370 construction project, due to the extended construction period. This effort includes construction administration/observation and SWPPP inspections. Additional detail can be found in the attached Amendment #1 scope and fee estimate.

We await your review and approval of the supplemental scope and fee estimate. Please call me at (402) 341-1116 if you have any questions.

Sincerely,

OLSSON ASSOCIATES

A handwritten signature in black ink that reads "Michael Piernicky". The signature is stylized with a large, sweeping "M" and a long, horizontal flourish at the end.

Michael Piernicky, P.E. PTOE
Vice President

A handwritten signature in black ink that reads "Tony Egelhoff". The signature is written in a cursive style with a large, looped "T" and "E".

Tony Egelhoff, P.E.



**CONTRACT AMENDMENT #1
to the Letter Agreement for
Professional Services for
HWY 370 Intersection Improvements
Sarpy County, Nebraska
OA Project No. 010-0875**

THIS CONTRACT AMENDMENT, executed between Sarpy County, hereinafter called the Client, and Olsson Associates, hereinafter called Olsson, shall amend the above-referenced Agreement dated May 14, 2010.

WITNESSETH, that in accordance of the mutual covenants herein contained, the Client hereby agrees to employ Olsson to perform engineering services hereinafter outlined.

SECTION I - SCOPE OF SERVICES

Olsson agrees to perform engineering services associated with the completion of the Hwy 370 construction project, due to the extended construction period. This effort includes construction administration/observation and SWPPP inspections.

CONSTRUCTION ADMINISTRATION/OBSERVATION

- Construction Observation - Olsson will furnish full-time Construction Administration and Observation Services during the construction phase of the project based on a 136 Calendar period.
 - We have assumed full time observation during the Construction with an average of five and a half (5.5) hours a day, six (6) days per week from May 17 through October 1. This effort has extended beyond the original period of construction from October 1 through December 18. (Eleven (11) additional weeks – Sixty-six additional days @ 5.5hrs/day = 363 hrs)
 - We have assumed the design project manager will visit the site two (2) additional times during this extended period of construction and as issues arise that need design attention, including utility conflicts and constructability, etc.
- Construction Reporting - Submit to the Client weekly construction progress reports containing a summary of the Contractor's progress, general conditions of the work, problems, and resolutions or proposed resolutions of problems. Eleven (11) additional reports are assumed for this extended period.
- Pay Requests - Review and process the Contractor's monthly payment requests, and forward to the Client for payment. Olsson's review will be for the purpose of making a full independent mathematical check of the Contractor's payment request. Olsson is responsible for verifying the quantities of work, which are the basis of the payment request. Two (2) additional Pay applications are assumed through this extended period.

EROSION CONTROL INSPECTION SERVICES

SWPPP monitoring and inspection services are required during construction from point of ground disturbance to completed project. Inspections during the construction phase were covered under the full time observation effort. This effort was transitioned to Olsson's SWPPP Inspections team on September 10th, 2010. Continued effort for these services beyond the construction phase is necessary until substantial vegetative coverage is reached. We propose to provide our monitoring and inspection services in the following manner:

- SWPPP Inspections - Olsson will provide an engineering technician for SWPPP inspection a minimum of once per week until the stabilization requirement for the above referenced project is met per permit requirements. It is assumed this will cover September 10th, 2010 through April 30th, 2011. This will include a scheduled once-per-week site visit and additional visits as required for rain events within the project area ½" or more rain in any 24 hour period. During winter months while exposed ground is frozen, inspection will be performed once per month. Olsson will report SWPPP compliance to the best of our knowledge. Inspection reports will be retained on-site and will be discussed with the on-site contractor. Inspection reports will be transmitted to the client and contractor within 48 hours from the completion of the inspection.

SECTION II - COMPENSATION

For services covered by this Contract Amendment No. 1, the Client agrees to pay Olsson as follows:

- A. Fees for Basic Services and Reimbursable Expenses for the extended construction observation and SWPPP inspection services shall be on a fixed fee basis as follows:
 1. The compensation for construction observation and SWPPP inspection services shall be increased as outlined in the attached Exhibit B in the amount of \$32,937 and \$6978, respectively.
 2. This amendment shall increase the total compensation amount in the original Contract by \$39,915.00 which shall not be exceeded without further authorization by the Client.

SECTION III - OTHER MATTERS

It is mutually understood and agreed:

A. That all provisions of the original agreement not amended herein shall remain unchanged.

Executed this 6th day of December, 2010.

OLSSON ASSOCIATES

By Michael C. Piernicky
Michael Piernicky, P.E. PTOE

By Tony Egelhoff
Tony Egelhoff, P.E.

SARPY COUNTY "Client"

By [Signature]
Title Vice Chairman, Sarpy Co. Board

ATTEST:

By [Signature]
Title Sarpy County Clerk



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Approved as to form:

[Signature]
County Attorney

Sarpy County (2010)
 Manhour Summary and Fee Estimate
 Construction Services
 December 3, 2010

EXHIBIT "B"

Manhour Summary

Task	Princ.	Proj. Eng.	Proj. Mgr (Cnst)	Tech (Cnst)	Tech. Mgr (SPIN)	Tech (SPIN)	Admin.	Total
1.0 Construction Administration/Observation								
1.3 Construction Observation	3	30		330				363
1.5 Construction Reporting		8		16				24
1.6 Pay Requests	2	4		8			2	16
4.0 Erosion Control Inspection Services								
4.1 SWPPP Inspections		10			8	80	5	103
Total Manhours	5	52	0	354	8	80	7	506

Fee Summary

Classification	Hours	Rate	Labor Fee
Princ.	5	\$146.00	\$730
Proj. Eng.	52	\$116.00	\$6,032
Proj. Mgr (Cnst)	0	\$105.00	\$0
Tech (Cnst)	354	\$75.00	\$26,550
Tech. Mgr (SPIN)	8	\$95.00	\$760
Tech (SPIN)	80	\$55.00	\$4,400
Admin.	7	\$50.00	\$350
Total Estimate Labor Fee	506		\$38,822

Direct Non-Salary Costs

Plan Reproduction & Copying		
Printing	20 prints @ \$1.00/print	\$20
Copies	150 copies @ \$0.10/copy	\$15
Misc. Expenses		\$26
RPR Mileage	26mi/Trip - 40 Trips - \$0.50/mi.	\$520
Const. Mgt. Mileage	26mi/Trip - 5 Trips - \$0.50/mi.	\$65
Design Mgt. Mileage	26mi/Trip - 3 Trips - \$0.50/mi.	\$39
SWPPP Mileage	15mi/Trip - 40 Trips - \$0.68/mi.	\$408
Total Estimated Expenses		\$1,093

Direct Salary Cost	\$38,822
Direct Non-Salary Costs	\$1,093
Estimated Total Fee	\$39,915



SARPY COUNTY

Dennis L. Wilson P.E.
Sarpy County Engineer

SURVEY / HIGHWAY DEPARTMENT
15100 South 84th Street • Papillion, Ne 68046-2895
Phone (402) 537-6900 • FAX (402) 537-6955 • www.sarpy.com

Memo

To: Sarpy County Board of Commissioners

From: Dennis Wilson, Sarpy County Engineer

Date: 1/28/2011

Re: *Approval of the Contract authorizing Olsson Associates Inc, for Professional Services for the Hwy 370 Intersection Improvements Project.*

I recommend approval of the above mentioned Agreement with Olsson Associates Inc., for Professional Services on the Hwy 370 Intersection Improvements Project due to the extended construction period.

If you have any questions, please feel free to contact me.