

RESOLUTION NO. 081015-2

A RESOLUTION APPROVING MASTER AGREEMENT WORK ORDER NO. 1-15 WITH OLSSON ASSOCIATES CONCERNING NW 11TH STREET IMPROVEMENTS

WHEREAS, the City Commission approved Resolution No. 071315-3 approving a Master Agreement with Olsson Associates for general engineering services; and

WHEREAS, the City Commission desires to proceed with the engineering of certain public infrastructure improvements to NW 11th Street from Vine Street to Mulberry Street, such improvements being necessitated by the construction, by Unified School District 435, of new Eisenhower Elementary School at the intersection of Vine and NW 11th Streets.

NOW, THEREFORE BE IT RESOLVED, by the City Commission of the City of Abilene, as follows:

SECTION ONE. Work Order. That Master Agreement Work Order No. 1-15 with Olsson Associates is hereby adopted as attached hereto as **Exhibit A**.

SECTION TWO. Implementation. The Mayor is hereby authorized to execute the aforementioned Agreement, and the City Manager shall be authorized to enforce the provisions as provided therein and in applicable resolutions, ordinances, and laws.

SECTION THREE. Effective Date. That the effects of this Resolution shall be in full force after its approval by the City Commission.

PASSED AND APPROVED by the Governing Body of the City of Abilene, Kansas this 10th day of August, 2015.



CITY OF ABILENE, KANSAS

By: Dennis P. Weishaar
Dennis P. Weishaar, Mayor

Penny Soukup, CMC
Penny Soukup CMC
City Clerk

EXHIBIT A

Master Agreement Work Order No. 1-15

Olsson Associates

(NW 11th Street Improvements)

August 10, 2015

MASTER AGREEMENT WORK ORDER

This exhibit is hereby attached to and made a part of the Master Agreement for Professional Services dated July 13, 2015 between City of Abilene, Kansas ("Client") and Olsson Associates ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is as indicated below.

GENERAL

Olsson has acquainted itself with the information provided by Client relative to the project and based upon such information offers to provide the services described below for the project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: NW 11th Street between N. Vine Street and N. Mulberry Street.

Project Description: Street and Storm Sewer Improvements

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

PHASE 1 – PROJECT MANAGEMENT (\$4,020.00)

General Project Management

Project management is responsible for coordination of the various disciplines that have involvement in the project, tracking of work completion, maintenance of project schedule, and project management updates. Specific activities include coordination and meetings with the City, coordination and meetings with permitting agencies, internal project meetings, bimonthly updates of project management tracking worksheets, billings, collections, and project wrap-up documentation.

Project Kickoff Meeting

A project kickoff meeting will be conducted with all parties involved to identify needs for the project, obtain further background information, establish schedule for completion, and establish channels of communication. In addition, Olsson requests that Client provide the following:

- a. A copy of the site improvement plans for the new elementary school currently under construction at the northeast corner of N. Vine Street and NW 11th Street.
- b. A copy of record utility drawings, including any plan or survey drawings that describe the existing concrete box drainage structure on NW 11th Street.
- c. Copies of final plat and/or property survey documents kept on file at the Register of Deeds office.

Review Meetings

Project progress meetings including the project team will be held at 30%, 60% and 90% stages to discuss the project status, critical milestones, review progress submittals and design issues. A preliminary cost estimate will be updated and submitted at each stage.

- a. **30% Review Meeting:** Submit five (5) copies of the preliminary plans and conduct the 30% meeting to summarize findings and recommendations and work plan for final design.
- b. **60% and 90% Meetings:** Conduct progress review meetings with the entire project team at 60% and 90% design completion stages to review the progress and status of the design.

PHASE 2 – TOPOGRAPHIC SURVEY AND DATA COLLECTION (\$15,640.00)

Design Survey

Survey and Easements - A topographic survey will be conducted within the public right-of-way and along the proposed project from N. Vine Street to N. Mulberry Street. The survey will consist of the following:

Establish a Horizontal Control Network

OA will locate the section line and existing property corners to define boundary information for the existing right of way and proposed new right of way and easements. Additional control points will be established for use during the preliminary survey, design and construction phases of this project.

Establish a Vertical Control Network

Vertical benchmarks will be established in the vicinity of the project for use during the preliminary survey, design and construction phases of this project.

Conduct a Topographic Survey

A field survey will be conducted to determine the location of existing topographic features within the public right-of-way. This will include, but not be limited to existing driveways, trees, fences, utility poles and guy lines, observable above ground and flagged buried utilities. This shall also include gathering sufficient vertical data to generate contours at one-foot intervals. The limits of the survey will be the following:

- Area defined by the public right-of-way of NW 11th Street from the centerline of N. Vine Street to the centerline of N. Mulberry Street.

Utility locations

The location of the existing utilities will be determined by surveying the visible features and the location of buried utilities as flagged by the utility owners. Record information will be gathered from the utility owners, including the City of Abilene.

Easements/Right of Way

Certificate of Title search will be conducted for each property that may be impacted by the construction that may need an easement or right of way.

PHASE 3 – EVALUATION OF THE EXISTING RCB STORM STRUCTURE (\$3,120.00)

Client recently provided Olsson with a set of construction drawings for 1984 CDBG Drainage Improvements 11th Street & Vine Street, prepared by Wilson & Company for Client in December, 1984. Olsson will review the plan drawings for information relevant to the proposed public improvements for NW 11th Street. Design details for the large RCB storm structure will be studied to determine structural integrity. Analysis will include how to efficiently integrate this existing drainage structure, exposed at the surface along much of the proposed alignment, into the new street and storm sewer improvements.

Olsson will identify and provide one conceptual solution for integration of the existing RCB structure into the new street pavement section. Olsson will provide a memorandum summarizing the methodology, observations, analysis, and conclusions of the conceptual design. Olsson will also provide a recommended design solution based on the analysis and input from Client.

PHASE 4 – PERMITTING (\$1,945.00)

Olsson will complete a Notice of Intent with associated documentation to Kansas Department of Health and Environment (KDHE) for discharge of stormwater from construction activities that disturb areas greater than 1 acre. This will include development of a Storm Water Pollution Prevention Plan (SWPPP) that the contractor will use in inspecting runoff and best management practices during construction.

PHASE 5 – ROADWAY GEOMETRICS AND PLANS (\$28,925.00)

NW 11th Street is anticipated to be a two lane roadway between 28 feet and 31 feet in width, from back-of-curb to back-of-curb. A new public sidewalk will also be located, at a minimum, on the north side of the road. With this anticipated typical section an alignment study will be conducted to determine how it will fit within the existing right-of-way and to determine if additional right-of-way or easements may be needed.

A 30% design conference will be conducted with Client participation; we will review impacts of maintaining the current centerline profile and set a proposed design based on information gathered.

Final Plans

Olsson will verify and adjust centerline profile vertical alignment from the 30% Design Conference. Olsson will develop final plans for bidding including the following:

Hydrology and Hydraulic

Determine the layout of the storm sewer system along NW 11th Street and how the storm sewer pipes will impact the roadway and land owners. Yards will be reviewed for re-grading to collect the storm water in area inlets in areas where the improvements will not allow sheet drainage over the curb and gutter. Work on private property will not be performed but area inlet elevations will be set to allow adjacent property owners to grade their property to the new system.

- Prepare drainage area map
- Prepare pavement spread calculations
- Perform inlet, storm sewer, culvert design calculations
- Hydraulic grade calculations

Final Plan Contents

- Cover Sheet
- Typical Sections
- Plan and Profile
- Entrances
- Storm Sewer Plan & Profile
- Drainage Map
- Construction Phasing and Traffic Control plan
- Pavement Marking Plan
- Seeding along the roadway
- Erosion Control Plan
- Cross sections
 1. Every 50'
 2. Locations of special interest (i.e. culverts, entrances, etc.)

PHASE 6 – PUBLIC/NEIGHBORHOOD MEETING (\$2,910.00)

A public/neighborhood meeting will be held early in the process to gather information from the public. This meeting will be held close to the project site. Olsson will show the concept drawings of the improvements planned for NW 11th Street and illustrate how they may affect adjacent properties.

Flyers will be prepared and delivered to the school district and to the homeowners along NW 11th Street. Door hangers will be prepared and placed at each home along NW 11th Street from N Vine Street to N Mulberry Street.

Present findings of the public/neighborhood meeting to the City Commission.

PHASE 7 – GEOTECHNICAL (\$3,430.00)

Olsson will drill four borings at equidistant locations along the proposed alignment of the new street. The borings will be advanced to a depth of 5 feet. Samples of the soils will be obtained using split barrel or thin walled tube sampling techniques. The borings will be backfilled the same day.

Proposed laboratory testing will include visual soil classification, unconfined compression tests, density tests, moisture content tests and up to three Atterberg limits tests.

Upon completion of the laboratory testing program, we will prepare a geotechnical engineering report. The report will contain a discussion of the subsurface soil conditions encountered and will provide pavement design recommendations.

PHASE 8 – UTILITY RELOCATIONS (\$1,355.00)

Preliminary plans depicting the desired alignment of NW 11th Street will be provided to all utilities for review and input and to identify critical conflicts and locations that may require pot holing/ field verification of existing conditions. A utility coordination meeting will be conducted to receive comments and questions concerning the project. Utility company comments and questions will be addressed as they may be applicable to the project.

It is anticipated that the electrical, cable TV and telephone will all have to be relocated due to this project. It is further anticipated that the existing waterline, sanitary sewer, and gas lines will not be relocated due to this project.

PHASE 9 – LIGHTING (\$970.00)

A street lighting plan will be developed with the power utility (Westar). It is anticipated that new Cobra head lighting standards will be attached to existing utility poles along the north side of NW 11th Street. It is further anticipated that said existing utility poles will be relocated north as part of the street improvement project. Proposed lights and poles will be provided for review and approval.

PHASE 10 – SPECIFICATIONS (\$2,150.00)

Project specifications will be prepared utilizing the City's general conditions and standard specifications. Supplemental specifications and technical specifications prepared by consultant will be incorporated into the standard specifications when required to provide further detail or to provide for items not currently covered by City standards. Coordinate incorporation of specifications from other disciplines into the Project specifications.

PHASE 11 – BIDDING PHASE SERVICES (\$3,950.00)

Invitation for Bids

Prepare an Engineers Opinion of Probable Cost prior to the invitation of bids. Identify potential contractors and distribute copies of Invitation to Bid for the Contract. Maintain a record of prospective bidders to whom drawings or specifications have been issued.

Distribute Plans and Specifications

Prepare and distribute five sets of construction contract drawings and specifications for the project to the City. Plan sets will be distributed to plan service agencies for use during bidding. Prepare and distribute construction contract documents to potential bidders. (Maintain a record of prospective bidders and suppliers to whom drawings or specifications have been issued).

Answer Questions / Prepare Addendum(s) and Distribute

Interpret construction contract drawings and specifications, and provide responses to questions from bidders requiring clarification during bidding periods. Prepare and issue addenda to the construction contract documents when required.

Recommendation of Award

Evaluate bids and make written recommendations to the City concerning contract award to the lowest responsive bidder.

PHASE 12 – ADDITIONAL MEETINGS AND TIME AND MATERIAL SERVICES

Olsson will prepare for and attend additional meetings as directed by the owner on a time and material basis with prior approval.

EXCLUDED SERVICES

The following are additional services that Olsson can provide.

- Construction Staking
- QA/QC for Construction
- New Street Signs will be provided by the City of Abilene. Locations will be shown on the plans.
- Landscaping & Irrigation

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: September, 2015
 Anticipated Completion Date: November, 2015

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

Fixed Fee That Includes Reimbursable Expenses (FF)

Client shall pay to Olsson for the performance of the Scope of Services a fixed fee of Sixty-Eight Thousand Four Hundred Fifteen Dollars (\$68,415.00). Olsson's reimbursable expenses for this Project are included in the fixed fee. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such 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.

Client's designated Project Representative shall be Lon Schrader, Public Works Director for the City of Abilene.

If this Work Order 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 [maximum 30] days from the date set forth above, unless changed by us in writing.

OLSSON ASSOCIATES, INC.

By 
Mark A. Bachamp, P.E.

By 
Stan F. Meyers, P.E.

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept this Work Order, please sign:

City of Abilene

By 
Signature

Print Name Dennis P. Weishaar

Title Mayor

Dated: 08/10/2015