



City of Grand Island

Tuesday, February 28, 2017

Council Session

Item G-12

#2017-56 - Approving Agreement with Olsson Associates for Preliminary Engineering Services for Stolley Park Road Reconfiguration

Staff Contact: John Collins, P.E. - Public Works Director

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: February 28, 2017

Subject: Approving Agreement with Olsson Associates for Preliminary Engineering Services for Stolley Park Road Reconfiguration

Presenter(s): John Collins PE, Public Works Director

Background

On June 24, 2014 staff presented options for reconfiguring Stolley Park Road, which required removing parking along the roadway from US Highway 281 to South Locust Street. City Council adopted the No Parking Zone on both sides of Stolley Park Road, from US Highway 281 to South Locust Street, at their July 8, 2014 meeting by Resolution No. 2014-192.

On November 24, 2015, via Resolution No. 2015-329, City Council approved an agreement between the City of Grand Island and the Nebraska Department of Roads to authorize Stolley Park Road Reconfiguration as a Federal-aid Transportation Safety project. The federal share payable on any portion of a local federal-aid safety project is a maximum of 90% of the eligible participating costs, while the Local Public Agency (LPA) is responsible for the remaining 10% as well as all other nonparticipating or ineligible costs of the project. The current estimate of this project is \$1,349,180.00, with the LPA share being \$169,118.00 at this time.

Such project would consist of Stolley Park Road striping reconfiguration from Webb Road to Locust Street, which includes pavement surface treatment and maintenance for preparation of the roadway re-striping. The existing roadway is a 46 foot concrete curb and gutter section and consists of two (2) 12 foot lanes with 11 foot of no parking zones. The new roadway will consist of a four lane undivided section from Webb Road to just west of Brentwood Boulevard, five lane section from just west of Brentwood Boulevard to St. Joe Bike Trail, and a three lane section with bike lanes from St. Joe Bike Trail to Locust Street. This project will right size the lane configuration to optimize safety and efficiency, and meet the Federal Highway Administration (FHWA) safety program requirements.

Discussion

Olsson Associates, Inc. of Grand Island, Nebraska was selected to perform Preliminary Engineering Services based on qualifications detailed in the firm's on-call proposal to NDOR for these services, their experience with Federal-aid Transportation projects, and their familiarity with the Stolley Park Road Reconfiguration project. Public Works Engineering staff conducted negotiations to determine the appropriate scope and fee to satisfy NDOR requirements and to ensure quality construction inspection and project management.

Olsson Associates, Inc. will be paid a fixed-fee-for-profit of \$9,500.01 and up to a maximum amount of \$72,208.61 for actual costs, resulting in a total amount of \$81,708.62.

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 the agreement with Olsson Associates, Inc. of Grand Island, Nebraska to perform engineering services for Stolley Park Road Reconfiguration.

Sample Motion

Move to approve authorization for the Mayor to sign the agreement.

Task Order Agreement No.	BK1712
Master Agreement No.	BK1530
Effective (NTP) Date	
Task Order Amount	C+FF \$81,708.62

ON-CALL PROFESSIONAL SERVICES TASK ORDER AGREEMENT LPA PROJECTS

CITY OF GRAND ISLAND
OLSSON ASSOCIATES
PROJECT NO. HSIP-5402(5)
CONTROL NO. 42812
STOLLEY PARK ROAD – GRAND ISLAND

THIS AGREEMENT, is between the City of Grand Island ("LPA") and Olsson Associates ("Consultant"), and collectively referred to as the "Parties".

WHEREAS, in accordance with the terms of the On-Call Professional Services Master Agreement No. BK1530 ("Master Agreement"), State has selected several consultants, including Consultant, to be available to provide on-call preliminary engineering services for various LPA Federal-aid projects, and

WHEREAS, LPA, or State on LPA's behalf, has selected Consultant to provide preliminary engineering ("Services") for LPA's project identified as Project No. HSIP-5402(5), and

WHEREAS, solely for convenience, consistency and in an attempt to obtain federal funding for Consultant services, the Parties intend that this task order agreement ("Task Order") include some of the provisions of a May 22, 2015 Master Agreement for on-call preliminary engineering services between Consultant and State, and

WHEREAS, LPA and Consultant wish to enter into this Task Order to specify the duties and obligations of the Parties for the completion of the Services described herein, and

WHEREAS, Consultant and LPA intend that the Services provided by Consultant comply with all applicable federal-aid transportation project related program requirements so that Consultant's costs under this Task Order will be eligible for federal reimbursement, and

WHEREAS, the LPA and Consultant intend that this Task Order be completed in accordance with the terms and conditions of the Nebraska LPA Guidelines Manual for Federal Aid Projects; hereinafter referred to as LPA Manual (See definition in Section 1), and

WHEREAS, Consultants primary contact for LPA's project is LPA's Responsible Charge when LPA is managing the project, and

WHEREAS, Consultant's primary contact for LPA's project is State's Project Coordinator when State is managing the project on behalf of LPA, and

WHEREAS, Consultant's primary contact for State's project is State's Project Coordinator.

WHEREAS, the Parties understand that State is involved in this federal-aid project on behalf of the FHWA only for issues related to the eligibility of the project for reimbursement of project costs with federal-aid funds.

NOW THEREFORE, in consideration of these facts, Consultant and LPA agree as follows:

SECTION 1. CONTACT INFORMATION

Contact information, for the convenience of the Parties, is as follows:

1.1 Consultant Project Manager

Firm Name	Olsson Associates
Address	201 E 2 nd Street, Grand Island, Nebraska
Project Manager's Name	Matt Rief
Project Manager's Phone	308-384-8750

1.2 State Project Coordinator

Name	Glen Steffensmeier
Phone Number	402-479-3845

1.3 LPA PL

Name	Terry Brown
Phone Number	308-385-5444

1.4 State Agreements Specialist

Name	Dawn Knott
Phone Number	402-479-4414

SECTION 2. DURATION OF THE AGREEMENT

- 2.1 **Effective Date** --This Agreement is effective upon the earlier of the date (1) LPA, or State on LPA's behalf, issued the Notice to Proceed, or (2) the Parties executed this Agreement.
- 2.2 **Renewal, Extension or Amendment** --The Agreement may be renewed, extended or amended by mutual agreement or as otherwise provided herein.
- 2.3 **Identifying Date** – For convenience, the Agreement's identifying date will be the date LPA signed the agreement.
- 2.4 **Duration** – LPA, or State on LPA's behalf, will treat the Agreement as completed or inactive upon the happening of either (1) the final completion of an audit review by State or its authorized representative and the resolution of all issues identified in the audit report, or (2) the waiver of an audit review.
- 2.5 **Termination** -- Further, LPA, or State on LPA's behalf, reserves the right to terminate the agreement as provided herein.

SECTION 3. TASK ORDER SCOPE OF SERVICES

- 3.1 Consultant agrees that the entire Scope of Services for this Task Order includes SECTION 5. BASIC SCOPE OF SERVICES of the Master Agreement, and the Scope of Services as set out in Exhibit "A", attached and incorporated herein by this reference. This Task Order Scope of Services will govern over any contrary language in the Basic Scope of Services of the Master Agreement.
- 3.2 Upon receiving a written notice to proceed from LPA, or State on LPA's behalf, Consultant shall complete the Services required under this Task Order and in accordance with the terms of the Master Agreement.

SECTION 4. NOTICE TO PROCEED AND COMPLETION

- 4.1 LPA, or State on LPA's behalf, will issue Consultant a written Notice-to-Proceed upon full execution of this Task Order. Any Services performed by Consultant on the project

prior to the date specified in the written Notice-to-Proceed will not eligible for reimbursement.

- 4.2 Consultant shall complete all the Services according to the schedule in attached Exhibit "A" and shall complete all Services required under this Task Order in a satisfactory manner by February 14, 2018. Any costs incurred after the completion date will not eligible for reimbursement unless LPA, or State on LPA's behalf, has provided a written extension of time.
- 4.3 The completion date will not be extended because of any avoidable delay attributed to Consultant, but delays attributable to LPA or State may constitute a basis for an extension of time.

SECTION 5. STAFFING PLAN (For PE Services, TO)

- 5.1 Consultant has provided State with a Staffing Plan, described in Exhibit "A", attached and incorporated herein by this reference. The Staffing Plan identifies the employees of Consultant who are anticipated to provide services under this Agreement. Consultant understands that State is relying on key personnel from Consultant's Staffing Plan to be primarily responsible for completing the Services under this Agreement. State considers the Principals, Senior level staff, Project Managers, Team Leaders or other similar classifications, to be the key personnel for the services provided. While providing Services under this Agreement, the Consultant may make occasional temporary changes to the key personnel. However, State must approve, in advance and in writing, any permanent change to the key personnel.
- 5.2 Personnel who are added to the Staffing Plan as replacements must be persons of comparable training and experience. Personnel added to the Staffing Plan as new personnel and not replacements must be qualified to perform the intended services. Failure on the part of Consultant to provide acceptable replacement personnel or qualified new personnel to keep the services on schedule will be cause for termination of this Task Order, with settlement to be made as provided in Exhibit "B" attached and incorporated herein by this reference.

SECTION 6. NEW EMPLOYEE WORK ELIGIBILITY STATUS

- 6.1 Consultant agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. Consultant hereby agrees to contractually require any Subconsultants to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.
- 6.2 The undersigned duly authorized representative of Consultant, by signing this agreement, hereby attests to the truth of the following certifications, and agrees as follows:
- Neb.Rev.Stat. § 4-114. I certify compliance with the provisions of Section 4-114 and, hereby certify that this Consultant shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. I agree to require all Subconsultants, by contractual agreement, to require the same registration and verification process.
- 6.3 If Consultant is an individual or sole proprietorship, the following applies:
- a. Consultant must complete the United States Citizenship Attestation form and attach it to this agreement. This form is available on the Department of Roads website at www.transportation.nebraska.gov/projdev/#save.
 - b. If Consultant indicates on such Attestation form that he or she is a qualified alien, Consultant agrees to provide the US Citizenship and Immigration Services documentation required to verify Consultant lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
 - c. Consultant understands and agrees that lawful presence in the United States is required and Consultant may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

SECTION 7. FEES AND PAYMENTS

- 7.1 Consultant's fee proposal is attached as Exhibit "B".
- 7.2 The general provisions concerning payment under this Task Order are set out on the Exhibit "B".
- 7.3 For performance of the services as described in this Task Order, Consultant will be paid a fixed-fee-for-profit of \$9,500.01 and up to a maximum amount of \$72,208.61 for actual costs in accordance with Exhibit "B". The total Task Order amount is \$81,708.62.

SECTION 8. SUSPENSION OR TERMINATION (Unique)

8.1 Suspension or Termination

LPA, or State on LPA's behalf, has the absolute and exclusive right to suspend the work, or terminate this Task Order at any time and for any reason and such action on its part will in no event be deemed a breach of this Task Order by LPA, or State on LPA's behalf. Without limiting the rights set out in this section, the following is a non-exclusive list of the examples of the circumstances under which this Task Order may be suspended or terminated:

- a. A loss, elimination, decrease, or re-allocation of funds that, in the sole discretion of LPA, or State on LPA's behalf, make it difficult, unlikely or impossible to have sufficient funding for the Services or the project;
- b. LPA, or State on LPA's behalf, abandons the Services or the project for any reason;
- c. Funding priorities of LPA, or State on LPA's behalf, have changed;
- d. LPA, or State on LPA's behalf, determines, in its sole discretion, that the interests of LPA, or State on LPA's behalf, are best protected by suspension or termination of this Task Order;
- e. Consultant fails to meet the schedule, milestones, or deadlines established in this Task Order or agreed to in writing by the Parties;
- f. Consultant fails to provide acceptable replacement personnel or qualified new personnel as determined by LPA, or State on LPA's behalf;
- g. Consultant has not made sufficient progress to assure that the Services are completed in accordance with the schedule in attached Exhibit "A" or in a timely manner;
- h. Consultant fails to meet the standard of care applicable to the Services;
- i. Consultant fails to meet the performance requirements of this Task Order;
- j. Consultant's breach of a provision of this Task Order or failure to meet a condition of this Task Order;
- k. Consultant's unlawful, dishonest, or fraudulent conduct in Consultant's professional capacity;
- l. Consultant fails to complete the project design in a form that is ready for letting a contract for construction according to the approved contract documents, including, but not limited to, project plans and specifications;

8.2 Suspension

- a. **Suspension for Convenience.** LPA, or State on LPA's behalf, may suspend for convenience by giving Consultant notice of the date of suspension, which date will be no fewer than three (3) business days after notice is given. Such notice will provide the reason(s) for such suspension. Consultant will not be compensated for any Services completed or costs incurred after the date of suspension. Consultant shall provide LPA, or State on LPA's behalf, a detailed summary of the current status of the Services completed and an invoice of all costs incurred up to and including the date of suspension.
- b. **Suspension for Cause.** If LPA, or State on LPA's behalf, suspends Consultant's work for cause or for issues related to performance, responsiveness or quality that must be corrected by Consultant, LPA, or State on LPA's behalf, will give

Consultant notice of the date of suspension, which date will be no fewer than three (3) business days after notice is given. LPA's notice of suspension, or State's notice of suspension on LPA's behalf, will provide Consultant with the reason(s) for the suspension, a timeframe for Consultant to correct the deficiencies, and when applicable, and a description of the actions that must be taken for LPA, or State on LPA's behalf, to rescind the suspension. Consultant's right to incur any additional costs will be suspended at the end of the day of suspension and will continue until all remedial action is completed to the satisfaction of LPA, or State on LPA's behalf. Failure to correct the deficiencies identified in a suspension will be grounds for termination of this Task Order.

8.3 Termination

If LPA, or State on LPA's behalf, terminates this Task Order, LPA, or State on LPA's behalf, shall give Consultant notice of the date of termination, which shall be no fewer than three (3) business days after notice is given. Notice of termination from LPA, or State on LPA's behalf, shall provide Consultant with a description of the reason(s) for the termination. Notice from LPA, or State on LPA's behalf, must specify when this Task Order will be terminated along with the requirements for completion of the work under this Task Order. Consultant's right to incur any additional costs shall cease at the end of the day of termination or as otherwise provided by LPA, or State on LPA's behalf.

8.4 Compensation upon suspension or termination

If LPA, or State on LPA's behalf, suspends the work or terminates this Task Order, Consultant must be compensated in accordance with the provisions set out in Exhibit "B", provided however, that in the case of suspension or termination for cause or for Consultant's breach of this Task Order, LPA, or State on LPA's behalf, will have the power to suspend payments, pending Consultant's compliance with the provisions of this Task Order. In the event of termination of this Task Order for cause, LPA, or State on LPA's behalf, may make the compensation adjustments set out in Exhibit "B".

SECTION 9. SECTIONS INCORPORATED BY REFERENCE

For the convenience of the parties, for consistency for funding review, and in an effort to reduce the length of this Task Order, the LPA and Consultant agree to be bound by and hereby incorporate by this reference as if fully set forth herein, Sections 11-19 and 21-28 of the Master Agreement for preliminary engineering, for LPA projects between the Nebraska Department of Roads and Consultant, dated May 22, 2015, with one recurring change:

The LPA and Consultant agree to meet the requirements of all incorporated provisions and represent that by signing this Task Order, they expressly certify to any required certifications contained in those provisions. Although some of the provisions of the Master Agreement are incorporated herein by reference, it is understood that the Nebraska Department of Roads is not a party to this Task Order and shall have no obligations or duties under this Task Order.

SECTION 10. CONSULTANT CERTIFICATIONS

10.1 The undersigned duly authorized representative of Consultant, by signing this Task Order, hereby reaffirms, under penalty of law, to the best of my knowledge and belief, the truth of the certifications set out in SECTION 29. CONSULTANT CERTIFICATIONS of the Master Agreement, with one change:

“LPA, or State on LPA’s behalf” should be substituted in for any reference in that section of the Master Agreement to State unless the context would otherwise require.

10.2 Neb. Rev. Stat. § 81-1715(1). I certify compliance with the provisions of Section 81-1715 and, to the extent that this Task Order is a lump sum, actual cost-maximum-not-to-exceed, or actual cost-plus-a-fixed fee professional service agreement, I hereby certify that wage rates and other factual unit costs supporting the fees in this Task Order are accurate, complete, and current as of the date of this Task Order. I agree that this Task Order price and any additions thereto shall be adjusted to exclude any significant sums by which the LPA determines the agreement price had been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

SECTION 11. LPA CERTIFICATION

11.1 By signing this Task Order, I do hereby certify that, to the best of my knowledge, Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Task Order to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

11.2 I acknowledge that this certification is to be furnished to the FHWA, upon their request, in connection with this Task Order involving participation of Federal-Aid highway funds and is subject to applicable state and federal laws, both criminal and civil.

SECTION 12. ENTIRE AGREEMENT

The Master Agreement, all supplements thereto, and this Task Order Agreement constitute the entire agreement ("The Task Order Agreement") between the Parties. The Task Order Agreement supersedes any and all previous communications, representations, or other

understandings, either oral or written; and all terms and conditions of the Master Agreement and supplements thereto remain in full force and effect, and are incorporated herein.

IN WITNESS WHEREOF, the Parties hereby execute this agreement pursuant to lawful authority as of the date signed by each party. Further, the Parties, by signing this Task Order Agreement, attest and affirm the truth of each and every certification and representation set out herein.

EXECUTED by the Consultant this _____ day of _____, 2017.

OLSSON ASSOCIATES, INC.
Michael Piernicky, P.E.

Vice President

STATE OF NEBRASKA)
)ss.
DOUGLAS COUNTY)

Subscribed and sworn to before me this _____ day of _____, 2017.

Notary Public

EXECUTED by the City of Grand Island this _____ day of _____, 2017.

CITY OF GRAND ISLAND
Jeremy Jensen

Mayor

Subscribed and sworn to before me this _____ day of _____, 2017.

Clerk

STATE OF NEBRASKA
DEPARTMENT OF ROADS
Form of Agreement Approved for
Federal Funding Eligibility:

_____ Date _____

RESOLUTION 2017-56

WHEREAS, the City of Grand Island is developing a transportation project for which it intends to obtain Federal funds; and

WHEREAS, the City as a sub-recipient of Federal-aid funding is charged with the responsibility of expending said funds in accordance with Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of the Federal-aid project; and

WHEREAS, the City and Olsson Associates, Inc., wish to enter into a Professional Services Agreement to provide preliminary engineering services for the Federal-aid project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor, Jeremy Jensen, is hereby authorized to sign the attached preliminary engineering services agreement between City of Grand Island, Nebraska and Olsson Associates, Inc.

NDOR Project No.: HSIP-5402(5)

NDOR Control No.: 42812

NDOR Project Name: Stolley Park Road Reconfiguration, Grand Island

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 28, 2017.

The City Council of the City of Grand Island

Vaughn Minton
Mark Stelk
Linna Dee Donaldson
Mike Paulick
Michelle Fitzke

Jeremy Jones
Roger Steele
Julie Hehnke
Mitch Nickerson
Chuck Haase

Council Member _____ moved the adoption of said resolution;
Council Member _____ seconded the motion

Roll Call: ___ Yes ___ No ___ Abstained ___ Absent

Resolution adopted, signed and billed as adopted.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ☐ _____
March 10, 2017 ☐ City Attorney