



# City of Grand Island

Tuesday, February 26, 2013

Council Session

## Item G11

**#2013-53 - Approving Supplemental Agreement No. 1 with NDOR and Olsson Associates for Engineering Consulting Services Related to Capital Avenue Widening – Webb Road to Broadwell Avenue**

Staff Contact: Terry Brown, Interim Public Works Director

# **Council Agenda Memo**

**From:** Scott Griepentstroh, Project Manager

**Meeting:** February 26, 2013

**Subject:** Approving Supplemental Agreement No. 1 with NDOR and Olsson Associates for Engineering Consulting Services Related to Capital Avenue Widening – Webb Road to Broadwell Avenue

**Item #'s:** G-11

**Presenter(s):** Terry Brown, Interim Public Works Director

## **Background**

All agreements must be approved by the City Council.

The City and the Nebraska Department of Roads (NDOR) entered into an agreement, which was executed by the City on May 24, 2011 by Resolution No. 2011-124. This agreement specifies the various duties and funding responsibilities of this Federal-Aid project. The agreement requires that NDOR Standards and Specifications are to be used for design, construction inspection and quality control.

On September 27, 2011, by Resolution No. 2011-283 the City entered into an agreement with Olsson Associates for engineering consulting services for the Capital Avenue Widening – Webb Road to Broadwell Avenue project. The work was to be performed at actual costs with a maximum amount of \$354,124.45, plus a fixed-fee-for-profit amount of \$44,912.99, for a total agreement amount of \$399,037.44. The fixed-fee is computed upon the direct labor or wage costs, indirect labor costs, indirect-non-labor costs, and direct payroll additives.

## **Discussion**

The original agreement with Olsson Associates and the City is now being supplemented to allow for the following additional services.

- Potholing for utilities – determine location and depth

- Additional design – create profiles to identify conflicts with pavement and storm sewer

Due to the increase in scope from a three lane to a five lane improvement, potential conflicts with underground utilities owned by Northwestern Gas and Century Link have to be identified. It will be necessary to locate the potential utility conflicts on the design plans to develop alternatives and minimize relocation costs.

In order to locate the utilities accurately, pressurized water and a vacuum system will be utilized to remove soil cover and expose underground pipes and cable. Locations and depths of the underground utilizes will be recorded and transferred to topographic drawings.

The original agreement is amended and the fixed-fee-for-profit is increased from \$44,912.99 to \$46,578.62, an increase of \$1,665.63. Actual costs are increased from \$354,124.45 to \$387,316.28, an increase of \$33,191.83. The total agreement amount is increased from \$399,037.44 to \$433,894.90, an increase of \$34,857.46 which the Consultant must not exceed without the prior written approval of the LPA. The City's estimated share will increase from \$79,807.49 to \$86,778.98, an increase of \$6,971.49.

Olsson Associates is currently seeking environmental clearance and developing plans and specifications. Relocation of utilities in anticipated to begin in 2014. Construction is anticipated to begin in 2015.

### **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 a resolution authorizing the Mayor to sign the Supplemental Agreement No. 1.

### **Sample Motion**

Move to approve the resolution.

**SUPPLEMENTAL AGREEMENT #1**  
**PRELIMINARY ENGINEERING AND NEPA SERVICES**

CITY OF GRAND ISLAND, NEBRASKA  
OLSSON ASSOCIATES, INC.  
PROJECT NO. URB-5436(5)  
CONTROL NO. 42707  
CAPITAL AVE, WEBB RD – BROADWELL AVE

THIS SUPPLEMENTAL AGREEMENT, made and entered into by and between the City of Grand Island, Nebraska, hereinafter referred to as the Local Public Agency or "LPA," and Olsson Associates, Inc., hereinafter referred to as the "Consultant."

WHEREAS, the Consultant and the LPA entered into Engineering Agreement BK1185 executed by the Consultant on September 21, 2011 and executed by the LPA on September 27, 2011, hereinafter referred to as the "Original Agreement", providing for preliminary engineering and environmental documentation services for Project No. URB-5436(5), and

WHEREAS, it is necessary that work for utility potholing, not contemplated in the Original Agreement, be added under this supplemental agreement, and

WHEREAS, it is necessary to increase the Consultant's compensation by this supplemental agreement for the additional work necessary to complete the project, and

WHEREAS, it is the desire of the LPA that the project be constructed under the designation of Project No. URB-5436(5), as evidenced by the Resolution of the LPA dated the \_\_\_\_\_ day of \_\_\_\_\_, 2013, attached and identified as EXHIBIT "A" and made a part of this agreement, and

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

SECTION 1. A Written Notice-to-Proceed was issued to the Consultant on January 31, 2013 to perform the additional work through Consultant Work Order 1. Any additional work or services performed by Consultant on the project prior to the date specified in the written Notice-to-Proceed is not eligible for reimbursement.

SECTION 2. The Consultant will perform the additional work stipulated in Consultant Work Order 1, which is attached as Exhibit "B" and hereby made a part of this supplemental agreement.

SECTION 3. For the work required, Section 6 of the Original Agreement is hereby amended and the fixed-fee-for-profit is increased from \$44,912.99 to \$46,578.62, an increase of \$1,665.63. Actual costs are increased from \$354,124.45 to \$387,316.28, an increase of \$33,191.83. The total agreement amount is increased from \$399,037.44 to \$433,894.90, an increase of \$34,857.46 which the Consultant must not exceed without the prior written approval of the LPA.

SECTION 4. The Consultant will be paid the additional fee on the same terms stipulated in the Original Agreement and, except as specifically amended by this supplemental agreement, all

terms and conditions of the Original Agreement on Project No. URB-5436(5), executed by the Consultant on September 21, 2011 and executed by the LPA on September 27, 2011 shall remain in full force and effect.

#### **SECTION 5. CONSULTANT CERTIFICATIONS**

The undersigned duly authorized representatives of the Consultant, by signing this agreement, hereby swears, under the penalty of law, the truth of the following certifications, and agrees as follows:

- A. Neb. Rev. Stat. § 81-1715(1).** I certify compliance with the provisions of Section 81-1715 and, to the extent that this contract is a lump sum or actual cost-plus-a-fixed fee professional service contract, I hereby certify that wage rates and other factual unit costs supporting the fees in this agreement are accurate, complete, and current as of the date of this agreement. I agree that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the LPA determines the contract price had been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.
- B. Neb. Rev. Stat. §§ 81-1717 and 1718.** I hereby certify compliance with the provisions of Sections 81-1717 and 1718 and, except as noted below neither I nor any person associated with the firm in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position involving the administration of federal funds:
1. Has employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this agreement, or
  2. Has agreed, as an express or implied condition for obtaining this agreement, to employ or retain the services of any firm or person in connection with carrying out this agreement, or
  3. Has paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with procuring or carrying out this agreement, except as here expressly stated (if any).
- C. Certification Regarding Debarment, Suspension, and Other Responsibility Matters- Primary Covered Transactions.** Section C1 below contains 10 instructions that consultant agrees to follow in making the certifications contained in C2.
- 1. Instructions for Certification**
- a. By signing this agreement, the Consultant is providing the certification set out below.
  - b. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this project. The Consultant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the State's determination whether to enter into this agreement. However, failure of the Consultant to furnish a certification or an explanation will disqualify the Consultant from participation in this agreement.
  - c. The certification in this clause is a material representation of fact upon which reliance was placed when the State determined to enter into this agreement. If it is later determined that the Consultant knowingly rendered an erroneous certification, in

addition to other remedies available to the Federal government, the State may terminate this agreement for cause or default.

- d. The Consultant shall provide immediate written notice to the State if at any time the Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
  - e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.
  - f. The Consultant agrees that should the proposed covered transaction be entered into, it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the State before entering into this agreement.
  - g. The Consultant further agrees to include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the State without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
  - h. The Consultant in a covered transaction may rely upon a certification of a prospective Subconsultant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Consultant may decide the method and frequency by which it determines the eligibility of its principals.
  - i. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
  - j. Except for transactions authorized under paragraph f of these instructions, if the Consultant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the State may terminate this agreement for cause or default.
2. **Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions**
- a. By signing this agreement, the Consultant certifies to the best of its knowledge and belief, that it and its principals:
    - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
    - ii. Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or

- performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph a.ii above; and
  - iv. Have not within a three-year period preceding this agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- b. Where the Consultant is unable to certify to any of the statements in this certification, such Consultant shall attach an explanation to this agreement. I acknowledge that this certification is to be furnished to the State and the FHWA in connection with this agreement involving participation of federal-aid highway funds and is subject to applicable, state and federal laws, both criminal and civil.

#### SECTION 6. LPA CERTIFICATION

By signing this agreement, I do hereby certify that, to the best of my knowledge, the 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 agreement 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.

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

#### SECTION 7. ALL ENCOMPASSED

This Supplemental Agreement, the Original Agreement, and any previous supplements thereto (hereinafter collectively "The Agreement"), embodies the entire agreement of the Parties. Except for the terms of The Agreement, there are no promises, terms, conditions, or obligations other than contained therein, and The Agreement supersedes all previous communications, representations, or other understandings, either oral or written thereto.

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

After being duly sworn on oath, I do hereby acknowledge the foregoing certification and state that I am authorized to sign this agreement for the firm.

EXECUTED by the Consultant this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

OLSSON ASSOCIATES, INC.  
Randall J. Kaster, P.E.

\_\_\_\_\_  
Principal

STATE OF NEBRASKA     )  
                                  )ss.  
DOUGLAS COUNTY        )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public

EXECUTED by the LPA this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

CITY OF GRAND ISLAND  
Jay Vavricek

\_\_\_\_\_  
Mayor

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Clerk

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

\_\_\_\_\_  
Date

Project No: URB-5436(5)  
Control No. 42707  
Capital Ave, Webb Rd – Broadwell Ave

- 5 -

Agreement No. BK1185  
Supplement No. 1



## Consultant Work Order (Local Projects)

Project No.: URB-5436(5)		Control No.: 42707
Consultant: (Name and Representative) Olsson Associates	Agreement No.: BK1185	Work Order No.: 1
LPA: (Name and Representative) City of Grand Island		Constr. Change Order No.: (if applicable)
<p>All parties agree the following described work needs to be performed by the consultant as part of the referenced project. All parties concur and hereby give notice to proceed based on the following: justification to modify contract, scope of services, deliverables, schedule, and estimated total fee. All other terms of existing agreements between the parties are still in effect. It is understood by all parties that the work described herein will become part of a future supplement to the agreement indicated above.</p> <p>Justification to modify agreement: (include scope of services, deliverables, and schedule)          This work includes potholing the Northwestern Gas lines and Century Link telephone lines to verify location and depth. There are approximately 70 locations identified to pothole with approximately 50 of them located in the private utility easements and 15 of them located in the existing pavement. Diamond Engineering, who will be a sub to Olssons, will utilize a jet vac to complete the work. They anticipate approximately 2 hours per pothole quoting a price \$285 per pothole. Olsson will have a representative on site taking notes while potholing to verify location, size and depth of the utilities. These field notes will then be transferred to the topo drawings and utility profiles will be generated. Most of these potential conflicts were the result of widening the road from 3 to 5 lanes.</p>		
Work Title		Summary of Fee
Utility Potholing		A. Total Direct Labor Cost = 4,721.48
		B. Overhead (Factor * x A) = 8,190.35
		C. A + B = 12,911.83
		D. Profit/Fee (Factor ** x C) = 1,665.63
*Overhead Factor: 173.47%		E. Direct Non-Labor Cost = 330.00
**Profit/Fee Factor: 12.90%		F. Subconsultant Services = 19,950.00
Total Fee Notes: Note this work order is for field data collection and downloading the field data to the Cadd drawings. This does not include time identifying conflicts and developing alternatives.		TOTAL FEE: C + D + E + F = \$34,857.46
		<input checked="" type="checkbox"/> ESTIMATED TOTAL FEE: \$34,857.46
		<input type="checkbox"/> FINAL TOTAL FEE:

**Work Order Authorization – May be granted by email and attached to this document.**

**Consultant:**

Matt Riis [Signature] 1-23-13  
Name Signature Date

**LPA:**

SCOTT GRUBENSTROM [Signature] 1-23-13  
Name Signature Date

**LPD PC (for Preliminary Engineering) and State Rep. (for Construction Engineering):**

Jennifer Thompson [Signature] \_\_\_\_\_  
Name Signature Date

**FHWA:**

HOWARD A. SCHWARTZ [Signature] 1/31/13  
Name Signature Date

Notice to Proceed will be granted by email by:  
LPD PC for Preliminary Engineering & CD PC for Construction Engineering.

Notice to Proceed Date:

**1-31-13**

Distribution: Consultant, LPA – RC, State Rep., FHWA, LPD PC, NDOR Agreements Engineer, Highway Funds Manager, CD PC

DR Form 250, February 2012

Exhibit "B"  
Page 1 of 6

## NEPA Categorical Exclusion and Preliminary Engineering CWO 1 Cost

Project Name: \_\_\_\_\_  
 Project Number: URB-5436(5)  
 Control Number: 42707  
 Location (City, County): Grand Island, Hall County  
 Consultant Project Manager: Matt Rief  
 Phone/Email: mrief@oaconsulting.com  
 LPA Responsible Charge: Scott Gripenstroh  
 Phone/Email: scottg@grand-island.com  
 NDOR Project Coordinator: Glen Steffensmeier  
 Phone/Email: glen.steffensmeier@nebraska.gov  
 Date: January 23, 2013

LPA:

City of Grand Island

Labor Costs:	Hours	Rate	Amount
<b>Personnel Classification:</b>			
Principal		\$59.94	
Senior Environmental Scientist		\$91.60	
Environmental Scientist		\$36.67	
Assistant Environmental Scientist		\$18.51	
Senior Engineer	12	\$45.29	\$543.48
Engineer		\$32.56	
Assistant Engineer		\$23.09	
Senior Designer/Technician	56	\$24.00	\$1,344.00
Technician	140	\$19.65	\$2,751.00
Registered Surveyor		\$24.39	
Administration	4	\$20.75	\$83.00
<b>TOTAL:</b>	<b>212</b>		<b>\$4,721.48</b>

Direct Expenses:	Amount
Subconsultants	\$19,950.00
Printing and Reproduction Costs	\$214.00
Mileage/Travel	\$118.00
Lodging/Meals	
Other Miscellaneous Costs	
<b>TOTAL:</b>	<b>\$20,280.00</b>

Total Project Costs:	Amount
Direct Labor Costs	\$4,721.48
Overhead @ 173.47%	\$8,190.35
Total Labor Costs	\$12,911.83
Fixed Fee @ 12.90%	\$1,665.63
Direct Expenses	\$20,280.00
<b>PROJECT COST</b>	<b>\$34,857.46</b>

\_\_\_\_\_  
Signature of Responsible Charge

\_\_\_\_\_  
Date

Project Cost

Exhibit "B"  
Page 2 of 6

## NEPA Categorical Exclusion and Preliminary Engineering Consultant Work Order 1

Project Name: Capital Avenue - Webb Rd to Broadwell Ave  
 Project Number: URB-5436(5)  
 Control Number: 42707  
 Location (City, County): Grand Island, Hall County  
 Consultant Project Manager: Matt Riel  
 Phone/Email: mriel@oacconsulting.com  
 LPA Responsible Charge: Scott Griepstroh  
 Phone/Email: scottg@grand-island.com  
 NDOR Project Coordinator: Glen Steffensmeier  
 Phone/Email: glen.steffensmeier@nebraska.gov  
 Date: January 23, 2013

LPA:

City of Grand Island

TASKS	PERSONNEL CLASSIFICATIONS**											
	PR	SENV	ENV	AENV	SENG	ENG	AEENG	SDES	TECH	SRVY	ADM	Total
For Engineering Services:												
1. Categorical Exclusion Document and Resource Reviews												
2. Topographic Survey												
2.1 Utility Potholing Coordination					4			16	140		4	164
3. Preliminary Engineering												
3.1 Updating Utility Location and Creating Utility Profiles					8			40				48
4. Geotechnical Analysis												
5. Public Involvement												
6. Project Management and QC												
7. Progress Meetings												
Total Hours					12			56	140		4	212
Total Days (8 hrs)					1.5			7.0	17.5		0.5	26.5

**CLASSIFICATIONS\*:**

PR = Principal  
 SENV = Senior Environmental Scientist  
 ENV = Environmental Scientist  
 AENV = Assistant Environmental Scientist  
 SENG = Senior Engineer  
 ENG = Engineer  
 AEENG = Assistant Engineer  
 SDES = Senior Designer/Technician

TECH = Technician  
 SRVY = Registered Surveyor  
 ADM = Administration

\* For Project Manager, use one of the above technical classifications

\*\* For User-Defined Classifications, you will need to edit the Classifications Legend located above. To enter a new classification, replace "UD1" with its abbreviation (ex. GRA) and replace "User Defined 1" with the corresponding title (ex. Graphic Artist). Once the user-definitions are added, they will self-populate the Estimate of Hours table, as well as the remaining sheets.

LPA's Estimate of Hours

Exhibit "B"  
Page 3 of 6

## NEPA Categorical Exclusion and Preliminary Engineering CWO 1 Labor Rates

Project Name: **Capital Avenue - Webb Rd to Broadwell Ave**  
 Project Number: **URB-5436(5)**  
 Control Number: **42707**  
 Location (City, County): **Grand Island, Hall County**  
 Consultant Project Manager: **Matt Rief**  
 Phone/Email: **mrief@caconsulting.com**  
 LPA Responsible Charge: **Scott Griepentz**  
 Phone/Email: **scottg@grand-island.com**  
 NDOR Project Coordinator: **Glen Steffensmeier**  
 Phone/Email: **glen.steffensmeier@nebraska.gov**  
 Date: **January 23, 2013**

LPA:

**City of Grand Island**

Labor Costs:		Hours	Actual Rate*	Amount
Code	Classification Title			
PR	Principal		\$59.94	
SENV	Senior Environmental Scientist		\$51.60	
ENV	Environmental Scientist		\$38.67	
AENV	Assistant Environmental Scientist		\$18.51	
SENG	Senior Engineer	12	\$45.29	\$543.48
ENG	Engineer		\$32.56	
AENG	Assistant Engineer		\$23.09	
SDES	Senior Designer/Technician	56	\$24.00	\$1,344.00
TECH	Technician	140	\$19.65	\$2,751.00
SRVY	Registered Surveyor		\$24.39	
ADM	Administration	4	\$20.75	\$83.00
<b>TOTALS</b>		<b>212</b>		<b>\$4,721.48</b>

Overhead Rate\*\*: 173.47%

Fixed Fee\*\*: 12.90%

### CLASSIFICATIONS:

PR = Principal	SENG = Senior Engineer	TECH = Technician
SENV = Senior Environmental Scientist	ENG = Engineer	SRVY = Registered Surveyor
ENV = Environmental Scientist	AENG = Assistant Engineer	ADM = Administration
ADM = Administrative	DES = Designer/Technician	

\* For determining labor rates you may use the Median rates provided below or the actual rates provided during the scoping/negotiations meeting from the Consultant. The Median rate is an average of rates for each personnel classification provided by NDOR. The value selected must be placed in the Actual Rate column for each classification title to calculate the project cost.

\*\* If no Overhead Rate or Fixed Fee is provided please contact NDOR.

Classification Title	Rate		
	Low	Median	High
Principal	\$48.31	\$64.90	\$91.52
Senior Environmental Scientist	\$25.84	\$48.67	\$88.95
Environmental Scientist	\$20.97	\$32.40	\$48.00
Senior Engineer	\$36.05	\$53.41	\$60.41
Engineer	\$24.77	\$37.36	\$47.16
Senior Designer/Technician	\$34.50	\$38.03	\$39.23
Designer/Technician	\$14.00	\$25.00	\$30.69
Administrative	\$15.75	\$23.94	\$42.29

Labor Rates

Exhibit "B"  
Page 4 of 6

## NEPA Categorical Exclusion and Preliminary Engineering CWO 1 Direct Expenses

Project Name: **Capital Avenue - Webb Rd to Broadwell Ave**  
 Project Number: **URB-5436(5)**  
 Control Number: **42707**  
 Location (City, County): **Grand Island, Hall County**  
 Consultant Project Manager: **Matt Rief**  
 Phone/Email: **mrief@caconsulting.com**  
 LPA Responsible Charge: **Scott Griepstroh**  
 Phone/Email: **scottg@grand-island.com**  
 NDOR Project Coordinator: **Glen Steffensmeier**  
 Phone/Email: **glen.steffensmeier@nebraska.gov**  
 Date: **January 23, 2013**

LPA:

**City of Grand Island**

Subconsultants:	Quantity	Unit Cost	Amount
Photocopying	70	\$285.00	\$19,950.00
		<b>Subtotal</b>	<b>\$19,950.00</b>
Printing and Reproduction:	Quantity	Unit Cost	Amount
11"x17" Sheets \$0.08/sheet	100	\$0.10	\$10.00
4 displays, 36"x120" @ \$1.70/SF	120	\$1.70	\$204.00
		<b>Subtotal</b>	<b>\$214.00</b>
Mileage/Travel:	Quantity	Unit Cost	Amount
Survey Vehicle	200	\$0.58	\$116.00
		<b>Subtotal</b>	<b>\$116.00</b>
Lodging/Meals:	Quantity	Unit Cost	Amount
		<b>Subtotal</b>	
Other Miscellaneous Costs:	Quantity	Unit Cost	Amount
		<b>Subtotal</b>	
<b>TOTAL DIRECT EXPENSES</b>			<b>\$20,280.00</b>

Direct Expenses

Exhibit "B"  
Page 5 of 6

## NEPA Categorical Exclusion and Preliminary Engineering CWO 1 Cost by Task

Project Name: Capital Avenue - Webb Rd to Broadwell Ave  
 Project Number: URB-5436(5)  
 Control Number: 42707  
 Location (City, County): Grand Island, Hall County  
 Consultant Project Manager: Matt Riel  
 Phone/Email: mriel@oaconsulting.com  
 LPA Responsible Charge: Scott Griepstroh  
 Phone/Email: scottg@grand-island.com  
 NDOR Project Coordinator: Glen Steffensmeier  
 Phone/Email: glen.steffensmeier@nebraska.gov  
 Date: January 23, 2013

LPA:

City of Grand Island

Tasks	Total Hours	Direct Labor Cost	Overhead 173.47%	Fixed Fee 12.90%	Total Project Cost
<b>For Engineering Services:</b>					
1. Categorical Exclusion Document and Resource Reviews					
2. Topographic Survey	104	\$3,399.16	\$5,896.52	\$1,199.14	\$10,494.82
3. Preliminary Engineering	48	\$1,322.32	\$2,293.83	\$466.48	\$4,082.63
4. Geotechnical Analysis					
5. Public Involvement					
6. Project Management and QC					
7. Progress Meetings					
Direct Expenses					\$20,280.00
<b>TOTAL:</b>	<b>212</b>	<b>\$4,721.48</b>	<b>\$8,190.35</b>	<b>\$1,665.62</b>	<b>\$34,857.45</b>

Cost by Task

Exhibit "B"  
Page 6 of 6

RESOLUTION 2013-53

WHEREAS, on May 24, 2011, by Resolution No. 2011-124 the Grand Island City Council approved entering into an agreement with the Nebraska Department of Roads for the Capital Avenue – Webb Road to Broadwell Avenue Project; and

WHEREAS, on September 27, 2011, by Resolution No. 2011-283 the Grand Island City Council approved entering into an agreement with Olsson Associates for engineering consulting services for such project; and

WHEREAS, the work was to be performed at actual costs with a maximum amount of \$354,124.45, plus a fixed-fee-for-profit amount of \$44,912.99, for a total agreement amount of \$399,037.44, and

WHEREAS, the original agreement is now being supplemented to allow for identification of potential conflicts with underground utilities owned by Northwestern Gas and CenturyLink; and

WHEREAS, the original agreement is amended and the fixed-fee-for-profit is increased from \$44,912.99 to \$46,578.62, and increase of \$1,665.63. Actual costs are increased from \$354,124.45 to \$387,316.28, an increase of \$33,191.83. The total agreement amount is increased from \$399,037.44 to \$433,894.90, an increase of \$34,857.46 which the Consultant must not exceed without the prior written approval of the LPA; and

WHEREAS, the City's estimated share will increase from \$79,807.49 to \$86,778.98, an increase of \$6,971.49; and

WHEREAS, Supplemental Agreement No. 1 to the original agreement with Olsson Associates is required to proceed with this project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Supplemental Agreement No. 1 with Olsson Associates for engineering consulting services related to Capital Avenue – Webb Road to Broadwell Avenue is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island.

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Adopted by the City Council of the City of Grand Island, Nebraska, February 26, 2013.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

\_\_\_\_\_  
Brenda Sutherland, Acting City Clerk

Approved as to Form	☐ _____
February 25, 2013	☐ City Attorney