



City of Grand Island

Tuesday, March 12, 2013

Council Session

Item G10

#2013-63 - Approving Supplemental Agreement No. 2 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: March 12, 2013

Subject: Approving Supplemental Agreement No. 2 with NDOR and Olsson Associates for Engineering Consulting Services Related to Capital Avenue Widening – Webb Road to Broadwell Avenue

Item #'s: G-10

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.

On February 26, 2013, by Resolution No. 2013-53 the City Council approved Supplemental Agreement No. 1 with Olsson Associates for engineering consulting services for the Capital Avenue Widening – Webb Road to Broadwell Avenue project. The fixed fee amount was 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 is increased from \$399,037.44 to \$433,894.90, an increase of \$34,857.46.

Discussion

The original agreement with Olsson Associates and the City is being supplemented to allow for additional services to develop environmental documentation in accordance with the National Environmental Policy Act of 1970. This Act requires agencies to consider all potential environmental impacts in the planning and design for any transportation project receiving Federal Aid.

The environmental document to be prepared by Olsson Associates is the Categorical Exclusion Document. This document confirms that the project will not cause significant impacts to planned growth or land use, will not significantly impact natural, cultural, recreational, historic or other resources, will not produce significant air, noise or water quality impacts, and that this project complies with several other environmental regulations.

Due to the increase in scope from a three lane to a five lane improvement, additional evaluation and documentation will be required for potential farmland, park ground and historical property impacts. Because of the added potential impacts, the effort for developing the Categorical Exclusion document has increased significantly. Also, the process for documenting hazardous materials (Hazmat) has recently increased; additional database searches and more coordination with NDOR is now required.

The schedule for the environmental phase of the project has been accelerated in order to capture 2013 Federal funds for relocation of utilities. Utilization of additional staff and additional coordination meetings with NDOR and the Federal Highway Administration is included with this supplemental agreement.

The original agreement is amended and the fixed-fee-for-profit is increased from \$46,578.62 to \$49,780.08, an increase of \$3,201.46. Actual costs are increased from \$387,316.28 to \$412,525.82, an increase of \$25,209.54. The total agreement amount is increased from \$433,894.90 to \$462,305.90, an increase of \$28,411.00 which the Consultant must not exceed without the prior written approval of the LPA. The City's estimated share will increase from \$86,778.98 to \$92,461.18, an increase of \$5,682.20.

Olsson Associates is currently seeking environmental clearance and developing plans and specifications. Relocation of utilities is 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. 2.

Sample Motion

Move to approve the resolution.

SUPPLEMENTAL AGREEMENT #2
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", and a supplemental agreement yet to be executed by the Consultant and LPA, hereinafter referred to as "Supplemental Agreement No. 1", providing for preliminary engineering and environmental documentation services for Project No. URB-5436(5), and

WHEREAS, it is necessary that additional environmental documentation due to an increase from 3 to 5 lanes, not contemplated in the Original Agreement or Supplemental Agreement No.1 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 February 13, 2013 to perform the additional work through Consultant Work Order 2. 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 2, 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 \$46,578.62 to \$49,780.08, an increase of \$3,201.46. Actual costs are increased from \$387,316.28 to \$412,525.82, an increase of \$25,209.54. The

total agreement amount is increased from \$433,894.90 to \$462,305.90, an increase of \$28,411.00 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 and Supplemental Agreement No. 1 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

Consultant Work Order (Local Projects)

Project No.: URB-5436(5)		Control No.: 42707
Consultant: (Name and Representative) Olsson Associates		Agreement No.: BK1185
LPA: (Name and Representative) City of Grand Island		Work Order No.: 2
		Constr. Change Order No.: (if applicable)

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.

Justification to modify agreement: (Include scope of services, deliverables, and schedule)

This work includes additional hours required to complete NEPA documentation for the project. The original hours were based on construction of a 3 lane section. The roadway is currently planned to be 5 lanes which increased to the amount of hours of evaluation and documentation for Farmland, SHPO, 4f, Property Access, and CE documentation. The hazard review process has been revised since the original contract and now includes additional database searches and coordination with NDOR. Additional coordination with NRCS will occur. The accelerated schedule for this project requires the utilization of additional staff and the participation in additional meetings with the City, NDOR, and FHWA.

Work Title	Summary of Fee	
Additional Environmental Documentation	A. Total Direct Labor Cost	= 9,075.05
	B. Overhead (Factor * x A)	= 15,742.49
	C. A + B	= 24,817.54
	D. Profit/Fee (Factor ** x C)	= 3,201.46
	E. Direct Non-Labor Cost	= 392.00
*Overhead Factor:		173.47%
**Profit/Fee Factor:		12.90%
Total Fee Notes:		F. Subconsultant Services =
		TOTAL FEE: C + D + E + F = \$28,411.00
		<input type="checkbox"/> ESTIMATED TOTAL FEE:
		<input checked="" type="checkbox"/> FINAL TOTAL FEE: \$28,411.00

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

Consultant:

Name Matt Riet Signature [Signature] Date 2-13-13

LPA:

Name Scott Greenawald Signature [Signature] Date 2/13/13

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

Name	Jennifer Thompson	Date	
Digitally signed by Jennifer Thompson DN: cn=Jennifer Thompson, o=Local Project, email=jthompson@grandisland.org, c=US			
FHWA:		Date	
Name	<u>Harold A. Schwartz</u>	Signature	<u>[Signature]</u>
		Date	<u>2/13/13</u>

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

Notice to Proceed Date:

2-13-13

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

DR Form 250, February 2012

NEPA Categorical Exclusion and Preliminary Engineering
Consultant Work Order 2 - Project 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@oacconsulting.com

LPA:
City of Grand Island

LPA Responsible Charge: Scott Griepenstroh
Phone/Email: scottg@grand-island.com
NDOR Project Coordinator: Glen Stiefensmeier
Phone/Email: glen.stiefensmeier@nebraska.gov
Date: February 1, 2013

Labor Costs:			
Personnel Classification	Hours	Rate	Amount
Principal	5	\$59.94	\$299.70
Senior Environmental Scientist	81	\$51.60	\$4,179.60
Environmental Scientist	47	\$36.67	\$1,723.49
Assistant Environmental Scientist		\$18.51	
Senior Engineer	44	\$45.29	\$1,992.76
Engineer		\$32.56	
Assistant Engineer		\$23.09	
Senior Designer/Technician	28	\$24.00	\$672.00
Technician		\$19.65	
Registered Surveyor		\$24.39	
Administration	10	\$20.75	\$207.50
TOTAL	215		\$9,075.05

Direct Expenses:	Amount
Subconsultants	
Printing and Reproduction Costs	\$128.00
Mileage/Travel	\$220.00
Lodging/ Meals	\$44.00
Other Miscellaneous Costs	
TOTAL	\$392.00

Total Project Costs:	Amount
Direct Labor Costs	\$9,075.05
Overhead @ 173.47%	\$15,742.49
Total Labor Costs	\$24,817.54
Fixed Fee @ 12.90%	\$3,201.46
Direct Expenses	\$392.00
PROJECT COST	\$28,411.00

Signature of Responsible Charge

Date

NEPA Categorical Exclusion and Preliminary Engineering
Consultant Work Order 2 - 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@oacconsulting.com

LPA Responsible Charge: Scott Gripenstroh

Phone/Email: scottg@grand-island.com

NDOR Project Coordinator: Glen Steffensmeier

Phone/Email: glen.steffensmeier@nebraska.gov

Date: February 1, 2013

LPA:

City of Grand Island

Labor Costs:		Hours	Actual Rate*	Amount
Code	Classification Title			
PR	Principal	5	\$59.94	\$299.70
SENV	Senior Environmental Scientist	81	\$51.60	\$4,179.60
ENV	Environmental Scientist	47	\$36.67	\$1,723.49
AENV	Assistant Environmental Scientist		\$18.51	
SENG	Senior Engineer	44	\$45.29	\$1,992.76
ENG	Engineer		\$32.56	
AENG	Assistant Engineer		\$23.09	
SDES	Senior Designer/Technician	28	\$24.00	\$672.00
TECH	Technician		\$19.65	
SRVY	Registered Surveyor		\$24.39	
ADM	Administration	10	\$20.75	\$207.50
TOTALS		215		\$9,075.05

Overhead Rate** 173.47% Fixed Fee** 12.90%

CLASSIFICATIONS:

PR = Principal

SENV = Senior Environmental Scientist

ENV = Environmental Scientist

ADM = Administrative

SENG = Senior Engineer

ENG = Engineer

AENG = Assistant Engineer

DES = Designer/Technician

TECH = Technician

SRVY = Registered Surveyor

ADM = Administration

* 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	\$68.95
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

Page 13 / 15

LPA:

Control Number: 42707

42707

Control Number:

Location (City, County): Grand Island, Hall County

Grand Island, Hall County

Consultant Project Manager: Matt Rief

Phone/Email: mrief@oaconsulting.com

City of Grand Island

LPA Responsible Charge: Scott Griepenstroh

Scott Griepenstroh

Phone/Email: scottg@grand-island

scottg@ggrand-island

NDOR Project Coordinator: Glen Steffensmeier

Glen Steffensmeier

Phone/Email: glen.steffensmeier@nebraska.gov

glen.steffensmeier@nebraska.gov

Date: February 1, 2013

February 1, 2013

Direct Expenses

RESOLUTION 2013-63

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, on February 26, 2013, by Resolution No. 2013-53 the Grand Island City Council approved Supplemental Agreement No. 1 with Olsson Associates to allow for identification of potential conflicts with underground utilities owned by Northwestern Gas and CenturyLink; and

WHEREAS, the work was to be performed at actual costs with a maximum amount of \$387,316.28, plus a fixed-fee-for-profit amount of \$46,578.62, for a total agreement amount of \$433,894.90, and

WHEREAS, the original agreement is now being supplemented to allow for additional services to develop environmental documentation in accordance with the National Environmental Policy Act of 1970; and

WHEREAS, the original agreement is amended and the fixed-fee-for-profit is increased from \$46,578.62 to \$49,780.08, and increase of \$3,201.46. Actual costs are increased from \$387,316.28 to \$412,525.82, an increase of \$25,209.54. The total agreement amount is increased from \$433,894.90 to \$462,305.90, an increase of \$28,411.00 which the Consultant must not exceed without the prior written approval of the LPA; and

WHEREAS, the City's estimated share will increase from \$86,778.98 to \$92,461.18, an increase of \$5,682.20; and

WHEREAS, Supplemental Agreement No. 2 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. 2 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.

- - -

Approved as to Form	☐ _____
March 8, 2013	☐ City Attorney

Adopted by the City Council of the City of Grand Island, Nebraska, March 12, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk