



City of Grand Island

Tuesday, May 27, 2014

Council Session

Item G-13

**#2014-122 - Approving Supplemental Agreement No. 1 with
Kirkham Michael & Associates for Construction Engineering
Services for the US Highway 30 Drainage Improvement Project**

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

Council Agenda Memo

From: Scott Griepentstroh, Project Manager

Meeting: May 27, 2014

Subject: Approving Supplemental Agreement No. 1 with Kirkham Michael & Associates for Construction Engineering Services for the US Highway 30 Drainage Improvement Project

Item #'s: G-13

Presenter(s): John Collins, Public Works Director

Background

All agreements must be approved by the City Council.

The purpose of the US-30 Drainage Improvement project is to construct storm sewer to the detention cell at the former location of the Wasmer Elementary School from connections on Second Street at Logan Street, Broadwell Avenue, and Madison Street. The improvements will significantly reduce the likelihood of flooding during storm events on Second Street. The project includes constructing drainage inlets on First Street and Division Street between Logan Street and Madison Street, which will provide drainage relief in those areas as well.

Other benefits the project will provide to the community include reconstruction of sidewalk ramps to Americans with Disabilities Act standards, construction of new concrete pavement, and relief for storm sewer that drains Third Street north of the project area.

This project is receiving Federal Funding through the Surface Transportation Program (STP). The project will provide drainage improvements to areas not eligible for Federal Funding and, as per a February 2011 Drainage Study Report, the Federal Highway Administration (FHWA) agreed to participate on only 77% of the construction and utility relocation costs, which STP funding would then be applied on an 80/20 basis. The funding split for eligible construction and utility relocation costs is 61.6% Federal Aid and 38.4% local funds.

On November 13, 2012, City Council approved Supplemental Agreement No. 1 with the Nebraska Department of Roads (NDOR) for clarification on the Federal share payable for the eligible and participating costs of the Preliminary Engineering, Right-of-Way and Construction phases of this project.

On May 14, 2013, City Council approved Supplemental Agreement No. 2 for limiting future obligations for the US Highway 30 Drainage Improvement Project. Funding shortfalls were caused by the current highway funding and authorization bill, the Moving Ahead for Progress in the 21st Century Act (MAP-21). To address the funding shortage, NDOR agreed to provide more funds to deliver projects already programmed through STP funds with First Class Cities, but required the Federal Aid funding for these projects to be capped. Under Supplemental Agreement No. 2 the maximum amount of STP funds that can be obligated for all project costs is \$1,011,495. The maximum amount that can be obligated for construction engineering services is 61.6% of \$130,000, or \$80,080.

On June 25, 2013, by Resolution No. 2013-198 the City entered into an agreement with Kirkham Michael & Associates for Construction Engineering Services for the project. The work was to be performed at actual costs with a maximum amount of \$179,365.15, plus a fixed-fee-for-profit amount of \$20,101.78, for a total agreement amount of \$199,466.93. The fixed-fee is computed upon the direct labor or wage costs, indirect labor costs, indirect-non-labor costs, and direct payroll additives.

Discussion

Construction on the US-30 Drainage Improvement project commenced on August 28, 2013. The contract project duration was originally estimated to take 23 weeks to complete, however, project delays occurred in October and November that were beyond the Contractor's control. The project delays were due to additional pavement work and due to inclement weather conditions affecting efficiency in operations.

The existing pavement on Monroe Street on the east side of the Wasmer Detention Cell was in poor condition, but was not in the original plans to be replaced. The concrete pavement was reconstructed in October of 2013 as part of this project to ensure that the pavement would remain in acceptable condition while Broadwell Avenue traffic was detoured onto this section in 2014. The additional paving work resulted in approximately two weeks delay to the overall schedule due to accommodations for property access and untimely weather affecting subgrade conditions.

In November of 2013, the Contractor was directed to cease storm sewer construction and complete all paving work at locations where work had started so that the workzone could be returned to normal traffic conditions and no temporary traffic control would be required over the winter. Inclement weather in late October and November affected the Contractor's operations and resulted in approximately two weeks delay to the overall schedule.

The additional costs for Construction Engineering Services that were computed for this supplemental agreement account for days when full days of Construction Engineering Services were not required during the construction contract period in 2013.

Through this supplemental agreement, the original agreement is amended and the fixed-fee-for-profit is increased from \$20,101.78 to \$21,897.71, an increase of \$1,795.93. Actual costs are increased from \$179,365.15 to \$194,295.21, an increase of \$14,930.06. The total agreement amount is increased from \$199,466.93 to \$216,192.92, an increase of \$16,725.99 which the Consultant must not exceed without the prior written approval of the City of Grand Island. Due to the federal funding cap, the City's participation in these costs will be 100%.

Construction is on schedule to be completed in June of 2014.

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 approves the supplemental agreement with Kirkham Michael & Associates for Construction Engineering Services for the US-30 Drainage Improvement Project.

Sample Motion

Move to approve Supplemental Agreement No. 1 with Kirkham Michael & Associates for Construction Engineering Services for the US-30 Drainage Improvement Project.

SUPPLEMENTAL AGREEMENT #1

CITY OF GRAND ISLAND
KIRKHAM MICHAEL & ASSOCIATES INC.
PROJECT NO. URB-30-4(158)
CONTROL NO. 40352A
US-30 DRAINAGE IMPROVEMENT

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

WHEREAS, the Consultant and the LPA entered into Engineering Agreement BK1349 executed by the Consultant on June 20, 2013 and executed by the LPA on June 25, 2013, hereinafter referred to as the "Original Agreement", providing for construction engineering services for Project No. URB-30-4(158), and

WHEREAS, it is necessary that work not contemplated in the Original Agreement, Supplemental 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-30-4(158), as evidenced by the Resolution of the LPA dated the 27th day of May, 2014, 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 March 27, 2014 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 7 of the Original Agreement is hereby amended and the fixed-fee-for-profit is increased from \$20,101.78 to \$21,897.71, an increase of \$1,795.93. Actual costs are increased from \$179,365.15 to \$194,295.21, an increase of \$14,930.06. The total agreement amount is increased from \$199,466.93 to \$216,192.92, an increase of \$16,725.99 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

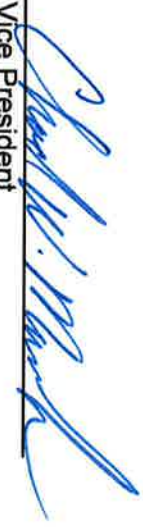
terms and conditions of the Original Agreement on Project No. URB-30-4(158), executed by the Consultant on June 20, 2013 and executed by the LPA on June 25, 2013 shall remain in full force and effect.

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 15th day of May, 2014.

KIRKHAM MICHAEL ASSOCIATE, INC.
Chad W. Marsh


Vice President

STATE OF NEBRASKA)
) ss.
HALL COUNTY)

Subscribed and sworn to before me this 15th day of May, 2014.




Notary Public

EXECUTED by the LPA this 17th day of May, 2014.

CITY OF GRAND ISLAND
Jay Vavricek

Mayor



Subscribed and sworn to before me this _____ day of _____, 2014.

Clerk



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

Date

(Local Projects)

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.

Additional Construction Engineering Expenses for Inspection Services that will be required to complete the US-30 Drainage Improvement Project. The additional expenses are justified based on an analysis of "Inspection Days" and "Inspection Half Days" when inspection was required regardless of whether a Working Day was changed or not (also addresses "Non-Inspection Days"). Refer to the attached CWO No. 1 Analysis Report.

Work Title		Summary of Fees	
A breakdown of Personnel Classifications, Rates and Direct Expenses is included in the attached CWO No. 1 Analysis Report.		A. Total Direct Labor Cost	= 4,768.44
		B. Overhead (Factor * A)	= 8,059.62
		C. A + B	= 12,828.06
		D. Profit/Fee (Factor ** x C)	= 1,795.93
		E. Direct Non-Labor Cost	= 2,102.00
*Overhead Factor:	169.02%		
**Profit/Fee Factor:	14.00%		
Total Fee Notes:		F. Subconsultant Services	= 0.00
		TOTAL FEE: C + D + E + F	= \$16,725.99
		<input checked="" type="checkbox"/> ESTIMATED TOTAL FEE:	\$16,725.99
		<input type="checkbox"/> FINAL TOTAL FEE:	

Consultant: Kirkham, Michale / & Assoc

Name Charles Marsh Signature Charles Marsh Date 3-26-14

LPA: City of Chicago for

Signature _____

Date 3-26-14

LPA: CITY OF GRAND ISLAND

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SCOTT A. GREENSTADT
Name
SCOTT A. GREENSTADT
Signature
3/25/14
Date

Stygnabura

Date 3/25/14

LPS PC (for Preliminary Engineering) and State Rep. (for Construction Engineering)

Jason J. Rottler
Name
Jason J. Rottler
Signature
3/26/14
Date

水

Date 3/26/14

LPS Unit Head Review (for PE Phase):

Name _____

Signature _____

Date _____

Signature

Date _____

LPS Engineer or Construction Engineer (Construction Phase)

Name _____
 Student ID _____
 Date _____

Summary

Data

FHWA: (FHWA Approval on Full Oversight Projects Only)

Notice to Proceed Date:

Name _____

Signature _____

Date _____

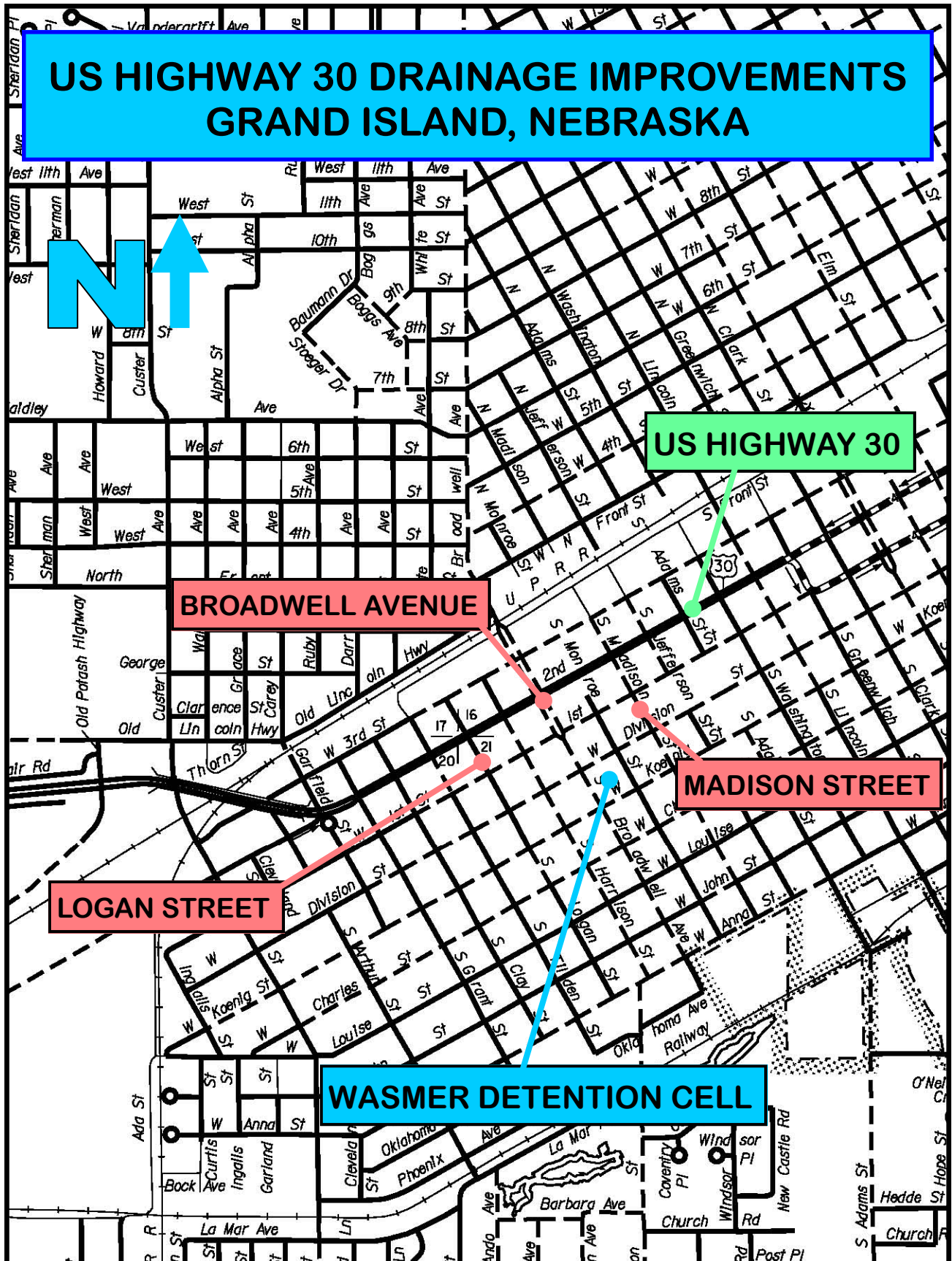
জানাবেন

Date _____

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

DR Form 250, March 2014

US HIGHWAY 30 DRAINAGE IMPROVEMENTS GRAND ISLAND, NEBRASKA



RESOLUTION 2014-122

WHEREAS, the City of Grand Island and Kirkham Michael and Associates, have previously executed a Construction Engineering Services Agreement (BK1349) for a transportation project for which the Local Public Agency (LPA) would like to obtain Federal funds; and

WHEREAS, the City of Grand Island understands that it must continue to strictly follow all Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of this Federal-aid project; and

WHEREAS, the City of Grand Island and Kirkham Michael and Associates wish to enter into a construction engineering services supplemental agreement setting out modifications and/or additional duties and/or funding responsibilities for the Federal-aid project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the attached Construction Engineering Services Supplemental Agreement No. 1 between the City of Grand Island and Kirkham Michael and Associates is hereby approved in the amount of \$16,725.99 for a total cost of \$216,192.92.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute a contract with such consultant for such project on behalf of the City of Grand Island.

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Adopted by the City Council of the City of Grand Island, Nebraska, May 27, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
May 23, 2014	▣ City Attorney