



City of Grand Island

Tuesday, November 25, 2014

Council Session

Item G-13

#2014-356 - Approving Supplemental Agreement No. 2 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: Terry Brown PE, Assistant Public Works Director

Meeting: November 25, 2014

Subject: Approving Supplemental Agreement No. 2 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.

Resolution No. 2014-122 was approved by City Council on May 27, 2014 to enter into Supplemental Agreement No. 1, for the amount of \$16,725.99, with Kirkham Michael to set out the modifications and/or additional duties and/or funding responsibilities for the Federal-Aid project.

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 additional work to be added due to related concrete thickness deficiencies. Additional time is needed for meeting with the City and NDOR staff, taking additional cores, compiling additional data and additional construction inspection.

Through this supplemental agreement, the original agreement is amended and the fixed-fee-for-profit is increased from \$21,897.71 to \$22,326.49, an increase of \$428.78. Actual costs are increased from \$194,295.21 to \$198,031.95, an increase of \$3,736.74. The total agreement amount is increased from \$216,192.92 to \$220,358.44, an increase of \$4,165.52 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 will occur late Fall 2014 if weather allows, or Spring 2015 at the latest.

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 Supplemental Agreement No. 2 with Kirkham Michael & Associates for Construction Engineering Services for the US-30 Drainage Improvement Project.

Sample Motion

Move to approve Supplemental Agreement No. 2 with Kirkham Michael & Associates for Construction Engineering Services for the US-30 Drainage Improvement Project.

SUPPLEMENTAL AGREEMENT #2

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

THIS SUPPLEMENTAL AGREEMENT is between the City of Grand Island ("LPA") and Kirkham Michael & Associates, Inc. ("Consultant"), collectively referred to as the "Parties".

WHEREAS, Consultant and LPA entered into an agreement ("Original Agreement") BK1349 and Supplemental Agreement #1 providing for Consultant to provide Construction Engineering for LPA's Federal Aid project, and

WHEREAS, it is necessary that additional work be added due to related concrete thickness deficiencies. Additional time is need for meeting with City and NDOR staff, taking additional cores, compile additional data and additional construction inspection be added under this Supplemental Agreement, and

WHEREAS, it is necessary to increase Consultant's compensation by this Supplemental Agreement for the additional work necessary to complete the project.

WHEREAS, it is the desire of LPA that the project be constructed under the designation of Project No. URB-30-4(158), as evidenced by the Resolution of LPA, attached as EXHIBIT "A" and incorporated herein by this reference, and

NOW THEREFORE, in consideration of these facts and mutual promises, the Parties agree as follows:

SECTION 1. SCOPE OF SERVICES

Consultant will perform the additional work as set out in in Exhibit "B" Consultant Work Order 2, attached and incorporated herein by this reference.

SECTION 2. NOTICE TO PROCEED AND COMPLETION SCHEDULE

The State issued Consultant a written Notice-to-Proceed on October 31, 2014. Any 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.

Consultant will complete all work as set out in the Original Agreement, Supplemental Agreement(s) #1, and this Supplemental Agreement.

SECTION 3. FEES AND PAYMENTS

For the work required, SECTION 7 FEES AND PAYMENTS of the Original Agreement, as amended in supplement(s) #1, is hereby further amended in accordance with Exhibit "B" so that the fixed-fee-for-profit is increased from \$21,897.71 to \$22,326.49, an increase of \$428.78. Actual costs are increased from \$194,295.21 to \$198,031.95, an increase of \$3,736.74. The total agreement amount is increased from \$216,192.92 to \$220,358.44, an increase of \$4,165.52 which Consultant must not exceed without the prior written approval of the State.

Project No. URB-30-4(158)
Control No. 40362A
US-30 Drainage Improvement

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AGREEMENT # BK1349 Sup # 2

SECTION 4. ENTIRE AGREEMENT

The Original Agreement, any and all other previous supplements thereto, and this Supplemental Agreement, constitute the entire agreement ("The Agreement") between the Parties. The Agreement supersedes any and all other previous communications, representations, or other understandings, either oral or written; all terms and conditions of the Original Agreement and all previous supplements thereto, to the extent not superseded, remain in full force and effect, and are incorporated herein as if set forth in their entirety.

SECTION 5. CONSULTANT CERTIFICATION AND REAFFIRMATION

The undersigned duly authorized representative of Consultant, by signing this Supplemental Agreement, hereby reaffirms, under penalty of law, the truth of the certifications set out in the Original Agreement and all Supplements thereto, including this Supplement. Further, Consultant has a duty to inform LPA of any material changes in the accuracy of all assertions set out in the Original Agreement and all Supplements thereto.

SECTION 6. CERTIFICATION OF LPA

By signing this Supplemental Agreement, 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 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 LPA and federal laws, both criminal and civil.



Consultant Work Order (Local Projects)

Project No.: UFRB-30-4(158)		Control No.: 40352A
Consultant (Name and Representative) Kirkrum, Michael & Associates, Inc. - Chad W. Marsh		Agreement No.: BK 1349
LPA: (Name and Representative) City of Grand Island - Terry Brown		Work Order No.: 2
		Constr. Change Order No.: (if applicable) NA

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)

Work order is for additional work related to concrete thickness deficiencies on Broadwell Street. Kirkrum Michael will spend additional time meeting with the City/NDOR staff, taking additional cores, compile additional core data, additional construction inspection time for R&R of deficient concrete, revision to Traffic Control plan and additional testing of the new concrete.

Work Title	Summary of Fee	
Project Manager - 18 hrs. @ \$42.55/hr.	=	1,138.48
Inspector 1 - 12 hrs @ \$19.00/hr.	=	1,924.26
Principal - 2 hrs. @ \$55.29	=	3,062.74
Clerical - 2 hrs. @ \$17	=	428.78
Mileage - 400 miles @ \$0.56/mile	=	224.00
*Overhead Factor:	169.02%	450.00
**Profit/Fee Factor:	14%	450.00
Total Fee Notes: Sub consultant fee of \$450 for Additional cores and testing.		=
TOTAL FEE: C + D + E + F		\$4,165.52
<input checked="" type="checkbox"/> ESTIMATED TOTAL FEE:		\$4,165.52
<input type="checkbox"/> FINAL TOTAL FEE:		\$4,165.52

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

Consultant:

Name: Chad W. Marsh Signature: Chad W. Marsh Date: 10-29-2014
 Notice to Proceed will be granted by email by:

LPA:

Name: Terry A. Brown Signature: Terry A. Brown Date: 10/31/14
 LPD PC for Preliminary Engineering & Construction Engineering &

Name: JASON J. ROTTER Signature: Jason J. Rotter Date: 10-28-14
 CD PC for Construction Engineering.

FHWA:

Name: _____ Signature: _____ Date: _____
 Notice to Proceed Date: 10/31/2014

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

DR Form 250, February 2012

RESOLUTION 2014-356

WHEREAS, the City of Grand Island and Kirkham Michael and Associates, Inc. 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. 2 between the City of Grand Island and Kirkham Michael and Associates is hereby approved in the amount of \$4,165.52 for a total cost of \$220,358.44.

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, November 25, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 21, 2014	☐ City Attorney