

City of Grand Island

Tuesday, December 20, 2005 Council Session

Item G11

#2005-353 - Approving Engineering Services for Riverway Hike/Bike Trail

Staff Contact: Steve Paustian

Council Agenda Memo

From:	Steve Paustian, Park and Recreation Director
Meeting:	December 20, 2005
Subject:	Engineering Services for Riverway Hike/Bike Trail
Item #'s:	G-11
Presenter(s):	Steve Paustian, Parks and Recreation Director

Background

The Parks and Recreation Department submitted a grant request to the Nebraska Department of Roads for a grant to assist in the cost of the design and construction of the Riverway Hike/Bike Trail. The trail will extend from Hall County Park to South Locust Street along the Wood River diversion channel. The City was successful in obtaining the applied for grant.

Discussion

Following the protocol required for the grant, engineering proposals were solicited. The City received five proposals. The proposal deemed most satisfactory as ranked by the selection committee was provided by Olsson Associates of Grand Island and Lincoln, NE. The State has agreed with the engineering firm selected and has drafted a contract for the Mayor to sign. The engineering contract calls for a set fee of \$32,248.00. The grant will pay for 80% of all costs associated with the contract.

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 award an engineering contract to Olsson Associates for the design of the Riverway Trail

Sample Motion

Motion to approve the contract to Olsson Associates for engineering services for the Riverway Hike/Bike Trail.

PRELIMINARY ENGINEERING SERVICES PROJECT NO.STPB-40(53) CONTROL NO. 42428 CITY OF GRAND ISLAND OLSSON ASSOCIATES GRAND ISLAND RIVER WAY TRAIL

THIS AGREEMENT, entered into by and between the City of Grand Island, hereinafter referred to as the "City", and the firm of Olsson Associates hereinafter referred to as the "Consultant".

WITNESSETH:

WHEREAS, the City desires to engage the Consultant to render professional services for the above named project at the location shown on EXHIBIT "A", which is attached and hereby made a part of this agreement, and

WHEREAS, the Consultant is willing to perform such work in accordance with the terms hereinafter provided, and hereby agrees to comply with all federal, state, and local laws and ordinances applicable to the work.

NOW THEREFORE, in consideration of these facts, the parties hereto agree as follows:

I. <u>DEFINITIONS</u>

Wherever in this agreement the following terms are used, or pronouns used in their stead, they will have the meaning here given:

"CONSULTANT" means OLSSON ASSOCIATES, whose business and mailing address is 201 East 2nd Street, Grand Island, NE 68802-1072.

"STATE" means the Nebraska Department of Roads in Lincoln, Nebraska, the Director of the department, or his authorized representative.

"CITY" means City of Grand Island, whose mailing address is 100 East First Street, Grand Island, NE 68802-1968.

"FHWA" means the Federal Highway Administration, Department of Transportation, Washington, D.C. 20590, acting through its authorized representative.

"DOT" means the United States Department of Transportation, Washington, D.C. 20590, acting through its authorized representatives.

To "ABANDON" the work means that a determination has been made by the City that conditions or intentions as originally existed have changed and that the work as contemplated herein is to be renounced and deserted for as long in the future as can be foreseen.

To "SUSPEND" the work means that it has been determined by the City that progress is not sufficient or that the conditions or intentions as originally existed have changed or the work completed or submitted is unsatisfactory and that the work as completed herein should be stopped on a temporary basis. This cessation will prevail until such time as a determination can be made to abandon or terminate the work or to reinstate it under the conditions as defined in this agreement.

To "TERMINATE" or the "TERMINATION" of this agreement is the cessation or quitting of this agreement based upon action or failure of action on the part of the Consultant as defined herein and as determined by the State.

CONSULTANT AGREEMENT

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II. GENERAL DESCRIPTION OF SCOPE AND CONTROL OF THE WORK

The Consultant shall prepare plans and specifications for the construction of a crushed rock bicycle/pedestrian trail for Project No. STPB-40(53), in Hall County, Nebraska.

Upon receiving a notice to proceed, the Consultant shall perform all of the work required under this agreement as outlined in EXHIBIT "B", Scope of Services, and EXHIBIT "C", Consultant's fee proposal, attached and hereby made a part of this agreement.

III. STANDARD PRACTICES AND REQUIREMENTS

It is mutually agreed that the City, the State, and the FHWA have continuing rights of work progress inspections. Any additions, deletions, changes, elaborations, or modifications of the services provided under the terms of this agreement, which may from time to time be determined by the City as desirable or preferable, will be controlling and governing.

IV. TIME OF BEGINNING AND COMPLETION

The City will issue the Consultant a written Notice-to-Proceed after this agreement is approved by the City. Any work or services performed on the project prior to the Notice-to-Proceed date is not eligible for reimbursement.

The Consultant shall complete all work required under this agreement in a satisfactory manner by June 30, 2006.

Any costs incurred after the completion deadline are not eligible for reimbursement unless the City has approved an extension of time.

The completion time will not be extended because of any avoidable delay attributed to the Consultant, but delays attributable to the City may constitute a basis for an extension of time.

City authorized changes in the scope of work which increase the work hours or services required of the Consultant will provide the basis for an extension of time.

V. FEES AND PAYMENTS

A. For performance of the work as outlined in this agreement, the Consultant will be paid a fixed-fee-for-profit of \$3,280, and up to a limiting amount of \$28,968 for actual costs that are allowable subject to the terms of this agreement and the federal cost principles contained in the Federal Acquisition Regulation (48 CFR 31). The total agreement amount is \$32,248.

- B. The Consultant is responsible for determining if its actual costs will exceed the limiting amount stated above. If at any time during this project, the Consultant determines that its costs will exceed, or have exceeded, the limiting amount stated above, the Consultant must immediately notify the City in writing and describe which costs are causing the overrun and the reason. The Consultant will also estimate the additional costs needed to complete the work. The State will then determine if the limiting amount is to be increased, and a supplemental agreement will be prepared if needed.
- C. The City is not responsible for costs incurred prior to the Notice-to-Proceed date or after the completion deadline date stated in Section IV of this agreement.
- D. The fixed fee is computed upon the direct salary or wage costs, indirect salary costs, indirect non-salary costs, and direct payroll additives. The fixed-fee is not allowable upon direct non-salary costs.

E. The Consultant should submit invoices to the City at monthly intervals. The invoices must present actual direct labor, actual overhead, and actual direct non-labor costs, as well as a prorated amount of the fixed-fee based upon the actual direct labor and overhead costs billed for that period relative to the Consultant's estimated total direct labor and indirect overhead costs, until 100 percent of the fixed-fee has been billed. The fixed-fee amount on the final invoice should be the difference between 100 percent of the agreed-upon fee and the total amount previously billed. The invoices must identify the hours worked and each individual's actual labor cost. Direct non-labor expenses must be itemized and provide a complete description of each item billed.

Invoices must be substantiated by progress reports which indicate the percent of work completed.

The City will make every effort to pay the Consultant within 30 days of F. receipt of the Consultant's invoices. Payment is dependent upon whether the monthly progress reports provide adequate substantiation for the work and whether the City determines that the work is satisfactory. Upon determination that the work was adequately substantiated and satisfactory, payment will be made in the amount of 100 percent of the billed actual costs and 90 percent of the billed The 10 percent fixed-fee retention will be paid after all fixed-fee. work required under this agreement is completed and accepted by the State, and a final audit of all invoice amounts has been completed by the City or its authorized representative. If the final audit is not completed within six months after the City accepts the work, the City will pay the Consultant 90 percent of the final 10 percent of the fixed-fee.

The acceptance by the Consultant of the final payment will constitute and operate as a release to the City for all claims and liability to the Consultant, its representatives, and assigns, for any and all things done, finished, or relating to the services rendered by or in connection with this agreement or any part thereof. The Consultant agrees to reimburse the City for any overpayments discovered by the City or its authorized representative.

G. The Consultant shall maintain, and also require that any Subconsultants/Subcontractors maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such material available for examination at its office at all reasonable times during the agreement period and for three years from the date of final payment under this agreement. Such materials must be available for inspection by the City, the State, FHWA, or any authorized representative of the federal government, and copies thereof shall be furnished by the Consultant, when requested.

VI. <u>DUE PROFESSIONAL CARE</u>

It is understood by the parties that the City will rely on the professional performance and ability of the Consultant. Any examination by the City, the State or FHWA, or any acceptance or use of the work product of the Consultant, will not be considered to be a full comprehensive examination and will not be considered an approval of the work product of the Consultant which would relieve the Consultant from any liability or expense that would be connected with the Consultant's sole responsibility for the propriety and integrity of the professional work to be

accomplished by the Consultant pursuant to this agreement. That further, acceptance or approval of any of the work of the Consultant by the City, or of payment, partial or final, will not constitute a waiver of any rights of the City to recover from the Consultant, damages that are caused by the Consultant due to error, omission, or negligence of the Consultant in its work. That further, if due to error, omission, or negligence of the Consultant, the plans, specifications, and estimates are found to be in error or there are omissions therein revealed during the construction of the project and revision or reworking of the plans is necessary, the Consultant shall make such revisions without expense to the City. The Consultant shall respond to the City's notice of any errors or omissions within 24 hours and give immediate attention to these corrections to minimize any delays to the construction contractor. This may involve visits by the Consultant to the project site, if directed by the City. If the Consultant discovers errors in its work, it shall notify the City of such errors within seven days. Failure to so notify the City will constitute a breach of this agreement. The Consultants' legal liability for all damages incurred by the City caused by error, omission, or negligent acts of the Consultant will be borne by the Consultant without liability or expense to the City.

VII. CHANGE OF PLAN, ABANDONMENT, SUSPENSION, AND TERMINATION

Additions to the schedule of services, if approved in writing, will require negotiation of a supplemental agreement. For any work beyond the schedule of services, the Consultant shall document the additional work, estimate the cost to complete said work, and receive written approval from the City before the Consultant begins such work. Any such work performed prior to written approval of the City will be done at the expense of the Consultant.

The City has the absolute right to abandon the project or to change the general scope of work at any time, and such action on its part shall in no event be deemed a breach of agreement. The right is reserved by the City to suspend this agreement at any time or to terminate it. Such suspension or termination may be effected by the City giving the Consultant seven days written notice.

If the City abandons or subtracts from the work, or suspends or terminates the agreement as presently outlined, the Consultant will be compensated in accordance with 48 CFR, Part 31, provided however, that in case of suspension, abandonment, or termination for breach of this agreement or for tender of improper work, the City will have the power to suspend payments, pending the Consultant's compliance with the provisions of this agreement. In determining the percentage of work completed, the City will consider the work performed by the Consultant prior to abandonment or termination, to the total amount of work contemplated by this agreement. The ownership of all project documents, completed or partially completed at the time of such termination or abandonment, will be retained by the City and the Consultant shall immediately deliver all documents to the City.

VIII. OWNERSHIP OF DOCUMENTS

All surveys, tracings, plans, specifications, maps, computations, sketches, charts, and other project data prepared or obtained under the terms of this agreement will become the property of the City and the Consultant shall deliver them to the City without restriction or limitation to further use.

IX. <u>GENERAL COMPLIANCE WITH LAWS</u>

The Consultant hereby agrees to comply with all federal, state, and local laws and ordinances applicable to the work.

X. <u>DISPUTES</u>

Any dispute concerning a question of fact in connection with the work, not disposed of by this agreement, will be referred for determination to the Director-State Engineer of the State or his duly authorized representative, whose decision in the matter will be final and conclusive on the parties to this agreement.

XI. PROFESSIONAL REGISTRATION

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The Consultant shall affix the seal of a registered professional engineer/architect, licensed to practice in the State of Nebraska, on all plans, documents, and specifications prepared hereunder.

XII. SUCCESSORS AND ASSIGNS

This agreement is binding on the successors and assigns of either party.

XIII. DRUG-FREE WORKPLACE POLICY

The Consultant shall have an acceptable current drug-free workplace policy.

XIV. FAIR EMPLOYMENT PRACTICES ACT

The Consultant agrees to abide by the Nebraska Fair Employment Practices Act as provided by Sections 48-1101 through 48-1126, Nebraska Revised Statutes (Reissue 1988), which is hereby made a part of and included in this agreement by reference.

XV. DISABILITIES ACT

The Consultant agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-366), as implemented by 28 CFR 35, which is hereby made a part of and included in this agreement by reference.

XVI. MINORITY BUSINESS ENTERPRISES

The Consultant agrees to ensure that minority business enterprises, as defined in 49 CFR 23, have the maximum opportunity to compete for and participate in the performance of subcontracts financed in whole or in part with federal funds under this agreement. Consequently, the minority business requirements of 49 CFR 23 are hereby made a part of and included in this agreement by reference.

XVII. NONDISCRIMINATION

Compliance with Regulations: During the performance of this agreement, the Consultant, for itself and its assignees and successors in interest, agrees to comply with the regulations relative to nondiscrimination in federally assisted programs of the DOT (49 CFR 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.

XVIII. SUBLETTING, ASSIGNMENT, OR TRANSFER

As outlined in Section XIX of this agreement, the Consultant shall take all necessary and reasonable steps to ensure that minority business enterprises have the maximum opportunity to compete for and perform subcontracts. Any written request to sublet any other work must include documentation of efforts to employ a minority business enterprise.

XIX. CONSULTANT CERTIFICATION

The Consultant hereby certifies that wage rates and other factual unit costs supporting the fees in this agreement are accurate, complete, current, and subject to adjustment, if required, as provided by Sections 81-1701 through 81-1721, Nebraska Revised Statutes (Reissue 1987).

After being duly sworn on oath, I do hereby certify that except as noted below, neither I nor any person associated with this firm in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds: (a) 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

(b) has agreed, as an express or implied condition for obtaining this agreement, to employ or retain the services of any firm or person connection with carrying out this agreement, or

(c) 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).

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

Instructions for Certification

1. By signing this AGREEMENT, the Consultant is providing the certification set out below.

2. 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 City'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.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the City 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 City may terminate this agreement for cause of default.

4. The Consultant shall provide immediate written notice to the City if at any time the Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. 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.

6. 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 City before entering into this agreement.

7. The Consultant further agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the City without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. 8. The Consultant is a covered transaction may rely upon a certification of a prospective Subconsultant in a lower tier covered transaction that 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.

9. 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.

10. Except for transactions authorized under paragraph six 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 City may terminate this agreement for cause or default.

> Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

A. The Consultant certifies to the best of its knowledge and belief, that is and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(2) Have not within a three-year period preceding this agreement have been convicted of or had a civil judgment rendered against them for commission of fraud or 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;

(3) 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.(2) or this certification; and

(4) 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 FHWA in connection with this agreement involving participation of federal-aid highway funds and is subject to applicable local, state, and federal laws, both criminal and civil.

XX. CERTIFICATION OF CITY

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After being duly sworn on oath, I, _______ (Signee for City), by signing this agreement do hereby certify that 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 certificate is to be furnished to 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.

XXI. <u>ALL ENCOMPASSED</u>

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This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than contained herein, and this agreement supersedes all previous communications, representations, or other contracts, either oral or written hereto. IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

STATE OF NEBRASKA)) ss. HALL COUNTY)

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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 <u>I</u> day of <u>December</u>, 2005. OLSSON ASSOCIATES

Subscribed and sworn to before me this <u>1st</u> day of <u>December</u>, 2005.

GENERAL NOTARY - State of Nebraska ENID R. CEDERLIND My Comm. Exp. July 4, 2006

Enia R. Cederlind

EXECUTED by the City this _____ day of _____, 2005.

CITY OF GRAND ISLAND

STATE OF NEBRASKA)

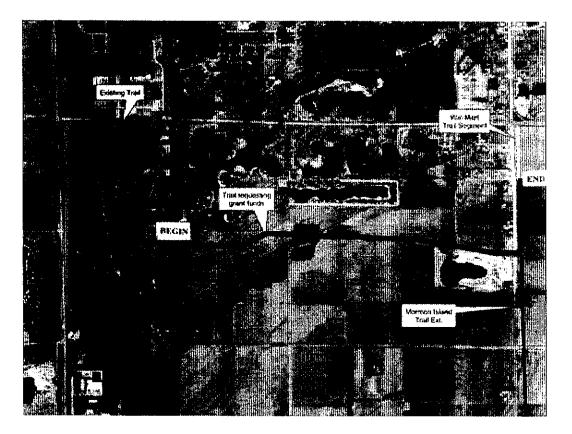
DAS 12-2-05

) ss.

HALL COUNTY)

Subscribed and sworn to before me this _____ day of _____, 2005.

Notary Public



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Project Management

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During the design and construction phases, communication is key to a successful project. Communication is a two-way street, and we understand that it is important to keep the City informed concerning the progress of the project and allow you to express your concerns. There will be several project stakeholders involved and it will also be equally important to establish early lines of communication and keep them informed throughout the project.

We propose to have a kick-off meeting with City staff at the beginning of the project to discuss the project and discuss the project schedule. Kick-off meetings with the other major project stakeholders, Central Platte NRD, U.S. Army Corps of Engineers, and Hall County, will also be conducted early on in the project to discuss the project, what is feasible to build, and to learn the expectations of each party. Meeting minutes will be prepared and distributed.

Preliminary Survey

Olsson Associates will conduct a topographic survey of areas required to complete the construction documents. We anticipate surveying at Hall County Park, the railroad crossing, the Blaine Street crossing, and the South Locust Street crossing. We will investigate utilizing the U.S. Army Corps of Engineers survey to reduce costs to the City.

Functional Design

During the preliminary design phase, Olsson Associates will prepare a set of preliminary plans addressing the following design issues:

- Horizontal and Vertical Alignment
- Hydraulic Analysis of South Locust Street Undercrossing
- Utility Relocations
- Pedestrian/Vehicle Warning Devices

This set of preliminary plans and cost estimates will be presented to the City staff for their review and comments. A plan-in-hand inspection, in conjunction with City staff, will complete the functional design phase. After comments from the plan-in-hand have been addressed, the plans will be submitted to NDOR for review.

Permitting/Environmental

It will be important to us to start contacting various agencies early on in the project to complete the environmental documentation required for the Enhancement program. We will want to submit the Environmental Issues Review Letters and the Property Issues Review Letter at the onset of the project. The U.S. Army Corps of Engineers will be contacted early in the project about completing a wetlands delineation. We will contact the Nebraska Game & Parks and the U.S. Fish and Wildlife Service to confirm that the project will not impact have any environmental or parkland impacts. Since we will be constructing the trail within the Wood River Flood Control project, the U.S. Army Corps of Engineers will need to approve the improvements prior to construction. A floodplain permit will also be obtained from the local authorities. The Nebraska Department of Environmental Quality will be contacted and a NPDES permit will be completed. It is our understanding the City of Grand Island has obtained a railroad permit.

Final Design & Construction Documents

At this point in the project, OA will finalize the design and prepare the plans, specifications, and contract documents.

Submittals to NDOR

A minimum of three reviews of the construction documents by the project coordinator is required by the Enhancement Program guidelines. The three plan submittals are: 1) 30-percent to 60percent functional design, 2) 90-percent plans and specifications, and 3) final bid package submittal (plans, specifications, and estimate review). The final submittal will include final Status of Utilities report, cost estimate, and Right-of-Way Certificate certifying all the right-ofway is acquired for construction of the trail. Olsson Associates will make sure all of the submittal requirements are met and that any questions or concerns from NDOR are addressed in a timely fashion.

Bid Phase Support

The project can be advertised for bids after review and approval by NDOR. Olsson Associates will assist the City in distributing plans and the project manuals to prospective bidders. We will answer questions and interpret the construction documents for prospective bidders and issue addendums to the bid documents, if necessary. After the opening, Olsson Associates will tabulate the bids and forward the bid tab to NDOR for concurrence of the successful bidder.

Personnel Hours Matrix (Exhibit "C") Riverway Trail Grand Island, Nebraska NDOR Project No. STPB-40(53) NDOR Control Number 42428 November 21, 2005

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Olsson Associates
201 East 2nd Street
PO Box 1072
Grand Island, NE 68002-1072

	Project	Project	Assistant	Senior	Senior	Design	Associate	Associate	
1 Derlininger Constant	Engineer	Iraulic Englr	Iraulic Engin	Surveyor	Techican	Technician	Technician	Hyd, Tech	Clerical
Preliminary Survey A. Establish Horizontal & Vertical Control									
A. Establish Honzontal & Vertical Control B. Utilities				4.0	4.0		4.0		
C. Topographic Survey				1.0	2.0		2.0		
D. Download, Reduce Notes & DevelopTopo Map	2.0			5.0	30.0		30.0		
E. Field Verification						8.0			
L. Heid verhication				2.0	4.0		4.0		
2. Functional Design									
A. Conduct Pre-Design Meeting	2.0			·					
B. Coordination Meeting Central Platte NRD	2.0								_
C. Coordination Meeting Hall County	2.0								
D. Horizontal & Vertical Alignment	10.0								
E. Develop Plan & Profile Sheets	4.0					25.0			
F. Typical Section	4.0					15.0			
G. Cross Sections	8.0					2.0			
H. Environmental Permitting	10.0					25.0			
I. Plan-in-Hand	3.0								4.0
J. Cost Estimate	2.0					3.0			1.0
J. Submitt to NDOR 50% Review						2.0			
3. Subiniti to NDOR 50% Review	4.0					10.0			2.0
3. Hydraulic Analysis									
A. Data Collection / Setup		2.0	4.0						
B. Site Visits (1)	2.0	8.0	2.0					2.0	1.0
C. Corps Meeting (2)	4.0	16.0	2.0					2.0	1.0
D. Hydraulic Model Formatting / Revisions	2.0	8.0	24.0						
E. Design Coordination (Model Changes, Iterations		4.0	12.0					4.0	
F. Permitting	2.0	8.0	12.0					16.0	2,0
A Clear Decise									
4. Final Design									
A. Prepare the Final Construction Plans	10.0					20.0			
B. Details & Horizontal Control	4.0					10.0			
C. Prepare Bid Package & Contract Documents	10.0								10.0
D. Status of Utilities	2.0					2.0			
E. Final Environmental Documentation	5.0								2.0
F. Cost Estimate	2.0					2.0			
G. Submitt Plans to NDOR for 90% Review	4.0					10.0			
H. Submit Plans to NDOR for PS&E Review	2.0					5.0			
5. Bid Phase Services									
A. Distribut Plans to Bidders	1.0					1.0			5.0
B. Answer Questions	4.0	·				2.0			0.0
C. Issue Addenda (1)	4.0					2.0			2.0
D. Tabulate Bids and Recommend Award	2.0								2.0
									2.0
Subtotal (Hours)	110.0	46.0	56.0	12.0	40.0	142.0	40.0	24.0	32.0
					-10.0	142.0	40.0	24.0	32.0
	Hours	\$/Hour	Cost						
Project Engineer (Matt Rief)	110.0	\$30.77	\$3,385						
Hydraulic Project Engineer (Carter Hubbard)	46.0	\$26.49	\$1,219						<u> </u>
Hydraulic Assistant Engineer (Charles Idenberry)	56.0	\$25.96	\$1,454						
Senior Surveyor (Jia Andrist)	12.0	\$19.72	\$237						
Senior Technician (Rod Zulkoski)	40.0	\$16.25	\$650	··-·					
Design Technician (Zack Loomis)	142.0	\$15.20	\$2,158						
Associate Technician (Noah Selm)	40.0	\$13.20	\$580						
Hydraulic Technician (George Pinkerton)									
		C1E 10							
Clerical (Enid Cederlind)	24.0		\$362						
Clerical (Enid Cederlind)	32.0	\$15.10 \$14.60							
Clerical (Enid Cederlind)		\$14.60	\$362 \$467						
Clerical (Enid Cederlind)		\$14.60 Direct Lat	\$362 \$467 oor Subtotal:	\$10,512					
Clerical (Enid Cederlind)		\$14.60 Direct Lat	\$362 \$467	\$10,512 16,819					
Clerical (Enid Cederlind)		\$14.60 Direct Lat	\$362 \$467 oor Subtotal: @ 160.0%:	16,819					
Clerical (Enid Cederlind)		\$14.60 Direct Lat	\$362 \$467 oor Subtotal:						
Clerical (Enid Cederlind)		\$14.60 Direct Lab Overhead	\$362 \$467 007 Subtotal: @ 160.0%: Subtotal	16,819 \$27,330					
Clerical (Enid Cederlind)		\$14.60 Direct Lab Overhead	\$362 \$467 oor Subtotal: @ 160.0%:	16,819					
Clerical (Enid Cederlind)		\$14.60 Direct Lab Overhead	\$362 \$467 oor Subtotal: @ 160.0%: Subtotal Profit (12%):	16,819 \$27,330					
Clerical (Enid Cederlind)		\$14.60 Direct Lab Overhead	\$362 \$467 007 Subtotal: @ 160.0%: Subtotal	16,819 \$27,330		\$30,610			
	32.0	\$14.60 Direct Lab Overhead	\$362 \$467 @ 160.0%: Subtotal Profit (12%): Total Labor:	16,819 \$27,330		\$30,610			
Direct Costs	32.0	\$14.60 Direct Lat Overhead	\$362 \$467 or Subtotal: @ 160.0%: Subtotal Profit (12%): Total Labor: Cost	16,819 \$27,330		\$30,610			
Direct Costs Mileage (\$0.49/mile)	32.0	\$14.60 Direct Lab Overhead Unit Cost	\$362 \$467 or Subtotal: @ 160.0%: Subtotal Profit (12%): Total Labor: Cost \$319	16,819 \$27,330		\$30,610			
Direct Costs Mileage (\$0.49/mile) GPS Equipment (\$25/hour)	32.0 	\$14.60 Direct Lab Overhead Unit Cost \$0.49 \$25.00	\$362 \$467 or Subtotal: @ 160.0%: Subtotal Profit (12%): Total Labor: Cost \$319 \$800	16,819 \$27,330		\$30,610			
Direct Costs Mileage (\$0.49/mile) GPS Equipment (\$25/hour) ATV (\$10/hour)	32.0	\$14.60 Direct Lab Overhead Unit Cost	\$362 \$467 or Subtotal: @ 160.0%: Subtotal Profit (12%): Total Labor: Cost \$319 \$800 \$150	16,819 \$27,330		\$30,610			
Direct Costs Mileage (\$0.49/mile) GPS Equipment (\$25/hour) ATV (\$10/hour) Phone	32.0 	\$14.60 Direct Lab Overhead Unit Cost \$0.49 \$25.00	\$362 \$467 or Subtotal: @ 160.0%: Subtotal Profit (12%): Total Labor: Cost \$319 \$800 \$150 \$60	16,819 \$27,330		\$30,610			
Direct Costs Mileage (\$0.49/mile) GPS Equipment (\$25/hour) ATV (\$10/hour) Phone Postage	32.0 Amount 650 32 15	\$14.60 Direct Lab Overhead Unit Cost \$0.49 \$25.00 \$10.00	\$362 \$467 007 Subtotal: @ 160.0%: Subtotal Profit (12%): Total Labor: Cost \$319 \$800 \$150 \$60 \$40	16,819 \$27,330		\$30,610			
Direct Costs Mileage (\$0.49/mile) GPS Equipment (\$25/hour) ATV (\$10/hour) Phone Postage Plots (Half Size)	32.0 Amount 650 32 15 50	\$14.60 Direct Lat Overhead Unit Cost \$0.49 \$25.00 \$10.00 \$1.50	\$362 \$467 or Subtotal: @ 160.0%: Subtotal Profit (12%): Total Labor: Cost \$319 \$800 \$150 \$60 \$40 \$75	16,819 \$27,330		\$30,610			
Direct Costs Mileage (\$0.49/mile) GPS Equipment (\$25/hour) ATV (\$10/hour) Phone Postage Plots (Half Size) Plots (Full Size)	32.0 Amount 650 32 15	\$14.60 Direct Lab Overhead Unit Cost \$0.49 \$25.00 \$10.00	\$362 \$467 @ 160.0%: Subtotal Profit (12%): Total Labor: Cost \$319 \$800 \$150 \$600 \$400 \$75 \$75	16,819 \$27,330		\$30,610			
Direct Costs Mileage (\$0.49/mile) GPS Equipment (\$25/hour) ATV (\$10/hour) Phone Postage Plots (Half Size)	32.0 Amount 650 32 15 50	\$14.60 Direct Lat Overhead Unit Cost \$0.49 \$25.00 \$10.00 \$1.50	\$362 \$467 or Subtotal: @ 160.0%: Subtotal Profit (12%): Total Labor: Cost \$319 \$800 \$150 \$60 \$40 \$75	16,819 \$27,330		\$30,610			
Direct Costs Mileage (\$0.49/mile) GPS Equipment (\$25/hour) ATV (\$10/hour) Phone Postage Plots (Half Size) Plots (Full Size) Copies	32.0 Amount 650 32 15 50	\$14.60 Direct Lat Overhead Unit Cost \$0.49 \$25.00 \$10.00 \$1.50	\$362 \$467 @ 160.0%: Subtotal Profit (12%): Total Labor: Cost \$319 \$800 \$150 \$600 \$400 \$75 \$75	16,819 \$27,330		\$30,610			
GPS Equipment (\$25/hour) ATV (\$10/hour) Phone Postage Plots (Half Size) Plots (Full Size)	32.0 Amount 650 32 15 50	\$14.60 Direct Lat Overhead Unit Cost \$0.49 \$25.00 \$10.00 \$1.50	\$362 \$467 @ 160.0%: Subtotal Profit (12%): Total Labor: Cost \$319 \$800 \$150 \$600 \$400 \$75 \$75	16,819 \$27,330		\$30,610			
Direct Costs Mileage (\$0.49/mile) GPS Equipment (\$25/hour) ATV (\$10/hour) Phone Postage Plots (Half Size) Plots (Full Size) Copies Subtotal:	Arnount 650 32 15 50 25	\$14.60 Direct Lab Overhead Unit Cost \$0.49 \$25.00 \$10.00 \$1.50 \$3.00	\$362 \$467 @ 160.0%: Subtotal Profit (12%): Total Labor: Cost \$319 \$800 \$150 \$600 \$400 \$75 \$75	16,819 \$27,330 3,280		\$30,610			
Direct Costs Mileage (\$0.49/mile) GPS Equipment (\$25/hour) ATV (\$10/hour) Phone Postage Plots (Half Size) Plots (Full Size) Copies Subtotal:	32.0 Amount 650 32 15 50	\$14.60 Direct Lab Overhead Unit Cost \$0.49 \$25.00 \$10.00 \$1.50 \$3.00	\$362 \$467 @ 160.0%: Subtotal Profit (12%): Total Labor: Cost \$319 \$800 \$150 \$600 \$400 \$75 \$75	16,819 \$27,330 3,280		\$30,610			
Direct Costs Mileage (\$0.49/mile) GPS Equipment (\$25/hour) ATV (\$10/hour) Phone Postage Plots (Half Size) Plots (Full Size) Copies Subtotal:	Arnount 650 32 15 50 25	\$14.60 Direct Lab Overhead Unit Cost \$0.49 \$25.00 \$10.00 \$1.50 \$3.00	\$362 \$467 @ 160.0%: Subtotal Profit (12%): Total Labor: Cost \$319 \$800 \$150 \$600 \$400 \$75 \$75	16,819 \$27,330 3,280					

RESOLUTION 2005-353

WHEREAS, the City of Grand Island received grant approval to assist with the cost of the design and construction of the Riverway Hike/Bike Trail which will extend from Hall County Park to South Locust Street along the Wood River diversion channel; and

WHEREAS, such project will require an engineering consultant to prepare plans and specifications for the construction of a crushed rock bicycle / pedestrian trail for Project No. STPB-40(53); and

WHEREAS, the City of Grand Island issued a Request for Proposals (RFP) for engineering services for such project; and

WHEREAS, Olsson Associates of Grand Island, Nebraska, submitted a proposal for such project in accordance with the Request for Proposals in the amount of \$32,248.00; and

WHEREAS, the State of Nebraska Department of Roads has agreed with selection of Olsson Associates for such project; and

WHEREAS, the City is responsible for 20% of the project costs; and

WHEREAS, a Consultant Agreement with Olsson Associates to perform engineering work for such project has been reviewed and approved by the City Attorney.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Consultant Agreement with Olsson Associates of Grand Island and Lincoln, Nebraska for engineering consulting work for the design and construction of the Riverway Hike/Bike Trail while will extend from Hall County Park to South Locust Street along the Wood River diversion channel [Project No. STPB-40(53)], is hereby approved at a cost of \$32,248.00.

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, December 20, 2005.

RaNae Edwards, City Clerk

Approved as to Form ¤ _____ December 15, 2005 ¤ City Attorney