



City of Grand Island

Tuesday, May 27, 2008

Council Session

Item G14

**#2008-147 - Approving Agreement for Preliminary Engineering
Related to Safe Routes to School Program for the Walk to Walnut
Project**

Staff Contact: Steve Riehle, City Engineer/Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: May 27, 2008

Subject: Approving Agreement for Preliminary Engineering
Related to Safe Routes to School Program for the Walk
to Walnut Project

Item #'s: G-14

Presenter(s): Steven P. Riehle, Public Works Director

Background

The Nebraska Department of Roads administers a program called Safe Routes to Schools to fund infrastructure (sidewalk and street crossing improvements, traffic diversion and bicycle facilities) and non-infrastructure projects (promotional materials, student bicycle and pedestrian safety education sessions).

Safe Routes funding can be 100 percent funded by the federal government and requires no matching funds by local entities. The Safe Routes to School program focuses on promoting physical activity and improving health, making routes to school safe, and reducing traffic congestion around schools by encouraging K-8 school children to walk and bike to school.

In May 2007 the City of Grand Island was awarded a total of \$269,644 to fund the Safe Routes to School Program for the Walk to Walnut infrastructure project. The Grand Island Public Schools is providing in-kind donations in the amount of \$7,940 and a local cash match in the amount of \$15,000 for a total of \$22,940 to be applied toward the total project cost.

The council approved a program agreement with the Nebraska Department of Roads for the project at the August 27, 2008 council meeting. The infrastructure project will realign the existing driveway to Walnut Middle School to match up with 15th Street and install a traffic signal. The project will make it safer for children crossing Custer Avenue and encourage more walking and biking to school. Project partners include the City, Grand Island Public Schools, the Central District Health Department, and Safe Kids Tri-Cities.

On December 29, 2007 the Engineering Division of the Public Works Department advertised for proposals for Engineering Consulting Services for Walk to Walnut Safe Routes to School project.

Discussion

Five (5) proposals were received, opened, and reviewed on January 15, 2008 by the Engineering Division of the Public Works Department. The Schemmer Associates, Inc. of Lincoln, Nebraska submitted the proposal that was chosen using evaluation criteria listed in the RFP.

- Relevant Experience 25%
- Past Performance 20%
- Office Proximity to Project 10%
- Technical Capability 20%
- Project Approach 25%

The Nebraska Department of Roads and Sinclair Hille Architects, as the program administrator, have approved the selection and prepared the attached agreement. The work is to be performed at actual costs with a maximum amount of \$33,388.05.

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 the agreement with The Schemmer Associates, Inc. of Lincoln, Nebraska, with Rockwell & Associates of Grand Island, Nebraska as a sub-consultant.

Sample Motion

Move to approve the agreement.

CONSULTANT AGREEMENT

PRELIMINARY ENGINEERING SERVICES
PROJECT NO. SRTS-40(57)
CONTROL NO. 42521
CITY OF GRAND ISLAND
THE SCHEMMER ASSOCIATES, INC.
GRAND ISLAND WALNUT MIDDLE SCHOOL PROJECT

THIS AGREEMENT, entered into by and between the City of Grand Island hereinafter referred to as the "City", and the firm of The Schemmer Associates, Inc. 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. DEFINITIONS

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

"CONSULTANT" means The Schemmer Associates, Inc., whose business and mailing address is 134 South 13th Street, Suite 1100, Lincoln, Nebraska 68508-1931.

"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 PO Box 1968, Grand Island, Nebraska 68801.

"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.

II. GENERAL DESCRIPTION OF SCOPE AND CONTROL OF THE WORK

The Consultant shall prepare plans and specifications for Project No. SRTS-40(57), Control No. 42521, 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 December 31, 2008.

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 workhours 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 \$3,069.23, and up to a limiting amount of \$30,318.82 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 \$33,388.05.

- 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.

F. The City will make every effort to pay the Consultant within 30 days of 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 fixed-fee. The 10 percent fixed-fee retention will be paid after all work required under this agreement is completed and accepted by the State.

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. DUE PROFESSIONAL CARE

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. GENERAL COMPLIANCE WITH LAWS

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

X. DISPUTES

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

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

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. ALL ENCOMPASSED

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 _____)
) ss.
_____ COUNTY)

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 _____, 20__.

THE SCHEMMER ASSOCIATES, INC.

(NAME & TITLE)

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public

EXECUTED by the City this ____ day of _____, 20__.

CITY OF GRAND ISLAND

(NAME & TITLE)

STATE OF NEBRASKA)
) ss.
_____ COUNTY)

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public

Walk to Walnut-Safe Routes to School Project
City of Grand Island
Project # SRTS-40(57), C.N. 42521

SCOPE OF SERVICES (TASK OUTLINE)

Project Administration

- Project Management
- Kickoff meeting
 - Attended by 2 TSA representatives
- 30% review meetings with City staff
 - Attended by 2 TSA representatives
- 90% review meetings with City staff
 - Attended by 1 TSA representative
- Pre-construction meeting
 - Attended by 1 TSA representative
- Coordination with Rockwell and Associates
- Coordination with City staff
- Coordination with NDOR / Sinclair Hille
- Coordination with Walnut Middle School
- Utility coordination

City Responsibilities

- Ownership records and title searches
- Copies of all pertinent as-built information, or original construction documents where as-builts do not exist.
 - Water and sewer as-builts
 - Water and sewer service records
 - Storm drainage as-builts
 - Roadway lighting as-builts
- Bench marks and horizontal control
- Right-of entry on private property for surveyors
- Provide current information, including electronic files regarding existing design concept.
- Develop Contract Documents
- City to submit environmental letters to review agencies and complete the NDOR Programmatic Categorical Exclusion Environmental Determination form.
- 3-year crash data for intersection of Custer Avenue & 15th Street and one block in each direction.

Topographic Field Survey

- Establish control points
- Topographic survey from 200 feet north and south of 15th Street, 100 feet east of Custer Avenue along 15th Street, and west of Custer Avenue in the detention pond, park area and the eastern portion of the school parking lot.
- Survey existing utilities per “one-call” marking system. ‘Potholing’ existing utilities is not included in the scope. If ‘potholing’ is deemed necessary for certain utilities as the design progresses, it will be handled with a supplemental agreement.

Design Submittals

- Environmental Review form submittal
- Submit to Utility Companies at 30% and 90%
- Preliminary design (30%) + cost estimate
- Final plan review (90%) + cost estimate
- Complete contract documents PS&E submittal

Site Design

- Horizontal alignment along Custer Avenue for project baseline
- Pavement Grades-Assume reconstruction of driveway and a portion of the school parking lot south of the school.
- Geometric design – Assume reconstruction of driveway and a portion of the school parking lot south of the school.
- Earthwork – Calculate detention pond storage loss and identify location for replacement storage.
- Storm sewer design – Identify impacts to detention pond outlet structure and design new structure. Relocate existing storm sewer inlet at new driveway location to school.
- Utility coordination with private and public utilities. Two copies of plans shall be submitted to utility companies for markup, one to be retained by utility and one to be returned to consultant.
- Erosion control – design erosion control items
- Construction and removal plans
- Non-standard plan details
- Construction phasing/traffic control plans – Not included in this project.

Traffic Signal Design

- Design new traffic signal at the intersection of Custer Avenue and 15th Street. Design shall include pole locations, mast arm lengths, signal head locations, location for signal controller cabinet, type and location of signal detection, pull boxes, conduit, signal wiring, special provisions and recommend new location for the speed zone flashers.
- Conduct a traffic signal warrant analysis.
- Recommend the traffic signal timing.

Pavement Marking and Signing

- Identify the existing pavement marking removal and location for new pavement markings and permanent signing.

Right-of-Way Plans

- Design permanent easement for the detention pond storage mitigation on school property and permanent access easement for the school on City property (assume 2 tracts). Design construction easement for the construction on school property and the two properties on the corner of 15th and Custer. (assume 3 tracts). All other work is assumed to occur within City right-of-way or on City property.

Permit Applications

- Consultant to prepare permit application for a NPDES Notice of Intent on behalf of the City.

Public Involvement – Not part of scope**Special provisions**

- Non-standard construction provisions
- Status of Utilities/Status of Right-of-way

Bid Phase Services

- Respond to questions during advertisement
- Prepare addenda to documents prior to project letting

Final Submittal

- One copy of the final construction plans will be submitted on 11"x17" Bond. Electronic files in MicroStation V8 format will be submitted with the final 100% submittal.

SUPPLEMENTAL INFORMATION

Supplemental Services (not included in this project scope but City option to amend original contract at hourly or negotiated rates)

- Attendance at City Council and Pre-Council meetings
- Public Stakeholder meetings

Applicable Publications (references)

- City of Grand Island Design Standards and Standard Specification
- NDOR Standard Specifications (if not covered by City Specifications)
- Manual of Uniform Traffic Control Devices
- Nebraska Department of Roads Safe Routes to School – Guidelines for Project Development- 1st Edition, June 2007

[illegible]

Exhibit C
Walk to Walnut-Safe Routes to School Project
Project No. SRTS-40(57), C.N. 42521
TSA Project No. 01277.894
SUMMARY OF FEE ESTIMATE

5/15/2008

CATEGORY	HOURS	RATE	LABOR CHARGE
PRINCIPAL	0	\$59.44 \$	-
PROJECT MANAGER	62	\$41.75 \$	2,588.50
SENIOR ENGINEER	60	\$43.27 \$	2,596.20
DESIGN ENGINEER	76	\$27.00 \$	2,052.00
ENGINEERING TECHNICIAN	118	\$18.68 \$	2,204.24
REG LAND SURVEYOR	0	\$0.00 \$	-
SURVEY CREW CHIEF	0	\$0.00 \$	-
SURVEY INST. PERSON	0	\$0.00 \$	-
ADMINISTRATION SUPPORT	2	\$16.00 \$	32.00
TOTAL	318	\$	9,472.94
Overhead, D.L. and G&A	170%		16,104.00
Total Labor Charges		\$	25,576.94
Fixed Fee for Profit	12%		3,069.23
DIRECT COSTS:			
Printing (11 x 17 sheets)		\$1.00	-
Printing (24x36 sheets)	10	\$2.00	20.00
Reproducible Copies (mylar)	10	\$8.00	80.00
Reproducible Copies (vellum)		\$5.00	-
Photocopies		\$0.25	-
Postage	1 L.S.		50.00
Mileage	875	\$0.505	441.88
Rockwell and Associates	1 L.S.		4,150.00
Total Direct Costs		\$	4,741.88
TOTAL ESTIMATED FEE		\$	33,388.05



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
SAFE ROUTES TO SCHOOL – WALK TO WALNUT**

RFP DUE DATE: January 15, 2008 at 4:00 p.m.

DEPARTMENT: Public Works

PUBLICATION DATE: December 29, 2007

NO. POTENTIAL BIDDERS: 13

SUMMARY OF PROPOSALS RECEIVED

Olsson Associates
Grand Island NE

Kirkham Michael
Lincoln, NE

Schemmer Architects/Engineers/Planners
Lincoln, NE

JEO Consulting Group, Inc.
Wahoo, NE

Miller & Associates
Kearney, NE

cc: Steve Riehle, Public Works Director
Catrina Delosh, Public Works Admin. Assist.
David Springer, Finance Director
Wes Nespor, Assist. City Attorney

Bud Buettner, Assist. PW Director
Jeff Pederson, City Administrator
Dale Shotkoski, City Attorney
Sherry Peters, Legal Secretary

P1217

R E S O L U T I O N 2008-147

WHEREAS, the City of Grand Island invited proposals for preliminary engineering services for Safe Routes to School Walk to Walnut project, according to Request for Proposals on file with the Engineering Division of the Public Works Department; and

WHEREAS, on January 15, 2008 proposals were received, reviewed, and evaluated in accordance with established criteria; and

WHEREAS, The Schemmer Associates, Inc. of Lincoln, Nebraska, with Rockwell & Associates of Grand Island, Nebraska as a sub-consultant, submitted a proposal in accordance with the terms of the Request for Proposals and all statutory requirements contained therein and the City Procurement Code with the work performed at actual costs with a maximum amount of \$33,388.05; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of The Schemmer Associates of Lincoln, Nebraska, with Rockwell & Associates of Grand Island, Nebraska as a sub-consultant for preliminary engineering services for Safe Routes to School Walk to Walnut Project is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 27, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/>	_____
May 22, 2008	<input type="checkbox"/>	City Attorney