



City of Grand Island

Tuesday, May 24, 2011

Council Session

Item G11

#2011-128 - Approving Supplemental Agreement No. 2 with Schemmer Associates for Engineering Consulting Services for the Walk to Walnut Project

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Scott Griepenstroh, Project Manager

Meeting: May 24, 2011

Subject: Approving Supplemental Agreement No. 2 with Schemmer Associates for Engineering Consulting Services for the Walk to Walnut Project

Item #'s: G-11

Presenter(s): John Collins, Public Works Director

Background

The Walk to Walnut project will realign the main driveway to Walnut Middle School to match up with the intersection of 15th Street and Custer Avenue and install a traffic signal. The project is mostly funded with Safe Routes to School (SRTS) funds authorized by the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A legacy for Users Act (SAFETEA-LU) that are administered by the Nebraska Department of Roads (NDOR). The project will make it safer for children crossing Custer Avenue and encourage more walking and biking to school. The federal aid funding cap for individual SRTS projects is \$250,000.

On May 27, 2008, the City Council approved a Professional Services Agreement with The Schemmer Associates, Inc. of Lincoln, Nebraska, with Rockwell and Associates, L.L.C. of Grand Island, Nebraska as a Sub-consultant. The original agreement was for a total of \$33,388.05.

On December 2, 2008, the City Council approved Amendment No. 1 for \$11,135.46. Supplemental Agreement No. 1 provided for additional engineering services to address impacts to resources developed with Land and Water Conservation Fund (LWCF) funds, as per Section 6(f) of the Land and Water Conservation Fund Act of 1965. The detention cell land where the main driveway will be relocated was purchased and developed using LWCF funds, and the land that is being converted by the project has to be replaced.

Discussion

During delays due to the effort to address Section 6(f) impacts, NDOR's policies and procedures for Federal Aid Transportation projects were considerably changed due to

increased oversight. Additional requirements for environmental clearance and documentation, and the requirement for the project to be bid through the NDOR letting system were not provided for in the original agreement or Supplemental Agreement No. 1 for Engineering Services with Schemmer Associates.

A scope of services was prepared by Schemmer Associates for these additional requirements. Public Works negotiated the hours and the final cost for Supplemental Agreement No. 2. The scope of services for this amendment includes the following items.

- Possible additional public outreach effort for Section 4(f) and Section 6(f) impacts
- Wetlands Determination as required by NDOR to investigate potential impacts to Nebraska Department of Environmental Quality “state jurisdictional waters.”
- Consultation with the State Historical Preservation Officer (SHPO Clearance)
- Complete updated Categorical Exclusion Documentation Form (environmental clearance)
- Preparation of an Environmental Commitments Document (Green Sheet)
- Environmental Review of Replacement Land for Section 6(f) impacted land
- Conversion of existing plans to NDOR Construction Specifications

The work covered by Supplemental Agreement No. 2 will be performed based on actual costs with a maximum of \$26,785.81, for a revised contract total of \$71,309.32.

Original Agreement	\$33,388.05
Amendment No. 1	\$11,135.46
Amendment No. 2	\$26,785.81
Total Revised Agreement	\$71,309.32

The original estimate for all costs for this project was \$271,944, with \$22,940 funded by in kind donations (landscaping and irrigation) and a cash match from Grand Island Public Schools. The maximum preliminary engineering expenses to be funded with SRTS funds, as per the Program Agreement, is \$21,756. All costs exceeding the \$21,756 limit are to be funded by the City of Grand Island.

Preliminary Engineering and Environmental Clearance work will resume after Supplemental Agreement No. 2 is approved. Construction is anticipated to be completed in 2012.

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 Supplemental Agreement No. 2 to the Agreement for Preliminary Engineering Consulting Services for the Safe Routes To Schools Walk to Walnut Project.

Sample Motion

Move to approve Supplemental Agreement No. 2.

SUPPLEMENTAL AGREEMENT #2

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

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

WHEREAS, the Consultant and the LPA entered into an Engineering Agreement executed by the Consultant on May 22, 2008 and executed by the LPA on June 2, 2008, hereinafter referred to as the "Original Agreement" providing for the preparation of plans and specifications, and a supplemental agreement executed by the Consultant on November 21, 2008 and executed by the LPA on December 2, 2008, hereinafter referred to as "Supplemental Agreement No. 1", providing for additional environmental services for Project No. SRTS-40(57), and

WHEREAS, it is necessary that work not contemplated in the Original Agreement and 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 additional environmental review services and coordination and review of PSE submittal and conversion to NDOR construction specifications 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. SRTS-40(57), as evidenced by the Resolution of the LPA dated the _____ day of _____, 2011, 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. The LPA will issue the Consultant a written Notice-to-Proceed upon full execution of this agreement. 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 the Professional Fee Summary which is attached as Exhibit "B" and hereby made a part of this supplemental agreement.

SECTION 3. For the work required, Section 4 of the Original Agreement and Supplement No. 1 are hereby amended and the fixed-fee-for-profit is increased from \$4,031.85 to \$6,820.54, an

increase of \$2,788.69. Actual costs are increased from \$40,491.66 to \$64,488.78, an increase of \$23,997.12. The total agreement amount is increased from \$44,523.51 to \$71,309.32, an increase of \$26,785.81 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. SRTS-40(57), executed by the LPA on May 22, 2008 and executed by the Consultant on June 2, 2008 and Supplemental Agreement No. 1 executed by the LPA on November 21, 2008 and executed by the Consultant on December 2, 2008 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 _____ day of _____, 2011.

THE SCHEMMER ASSOCIATES, INC.
Steve Kathol

Principal

STATE OF NEBRASKA)
)ss.
LANCASTER COUNTY)

Subscribed and sworn to before me this _____ day of _____, 2011.

Notary Public

EXECUTED by the LPA this _____ day of _____, 2011.

CITY OF GRAND ISLAND
Jay Vavricek

Mayor

Subscribed and sworn to before me this _____ day of _____, 2011.

Clerk

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

Date _____

Professional Fee Summary Sheet

Project Name: Walk to Walnut-Safe Routes to School Project
 Project Number: SRTS-40(57), C.N. 42521
 Agreement Type: Actual Cost

Labor	Name & Title	Hours	Actual Rate/Hr.	Cost	Total
	Steve Kathol, Principal-in-Charge	4	\$54.47	\$217.88	
	Doug Holle, Project Manager	69	\$45.16	\$3,116.04	
	Doug Holle, Designer	28	\$45.16	\$1,264.48	
	Mark Luijeharms, Traffic Engineer	6	\$45.68	\$274.08	
	Marie Stamm, Environmental Specialist	56	\$35.14	\$1,967.84	
	Terry Nocita, Engineering Technician	40	\$20.36	\$814.40	
	Megan Stamer, Administration Support	11	\$14.25	\$156.75	
		214 Subtotal		\$7,811.47	
	Direct Labor Subtotal				\$7,811.47
	Overhead @ 180%				\$14,060.65
	Sub-Total Labor & Overhead				\$21,872.12
	Profit: 12.75% of Subtotal				\$2,788.69
	Total Labor, Overhead & Profit				\$24,660.81
Other Direct Costs					
	Sub-Consultants			\$0.00	
	Surveying (Rockwell and Associates)			\$1,900.00	
	Wetland Delineation (TBA)			Subtotal	\$1,900.00
	Reimbursable Expenses				
	Printing (11 x 17 sheets)	@ \$ Each		\$0.00	
	Printing (24 x 36 s	30 @ 1.50 Each		\$45.00	
	Postage	1 L.S. @ \$50		\$50.00	
	Mileage	250 Mile @ \$0.52/Mile		\$130.00	
		Subtotal		\$225.00	
					\$225.00

TOTAL ESTIMATED PROFESSIONAL FEES \$26,785.81

5/6/2011

Exhibit "B"

Amendment #2

Client: City of Grand Island
 Project: Walk to Walnut-Safe Routes to School Project
 Project Number: SRTS-40657), C.N. 42521
 TSA Project No: 5893001

Date: 3/21/2011

ITEM NO.	TASK DESCRIPTION	PRIN	MGR	DESIGN	ENGR	ENVIR	RSL	ENGR TECH	SRVY		
									TRAFFIC	ADMIN	
									CREW	INST	
1.0	Project Administration										
1.1	Contract Admin./Scheduling & Coordination of Design Prof.	2	11								
1.2	6(f) Conversion Land Review Meeting		4							1	
1.3	CE Review meeting		4							1	
1.4	6(f) Replacement Land Review Meeting		4							1	
2.0	Environmental Review										
2.1	Wetland Delineation Coordination		2								
2.2	Preparation of Biological Evaluation Form		1		3						
2.3	SRPO Clearance Form		1		3						
2.4	CE Documentation Form	2	8		8						
2.5	4(f) Dakinimis Form		8		4						
2.6	Green Sheet		1		4						
2.7	Environmental Review of 6(f) Replacement Land		12		24						
3.0	Public Involvement										
3.1	Public Meeting		8		10					8	
4.0	Project Letting through NDOR										
4.1	Conversion to NDOR Construction Specifications		1	16	2			24			
4.2	Coordination and review of PSE Submittal and Comments		4	12	4			16			
TOTALS		4	69	28	6	56	0	40	0	0	11

Exhibit "B"

THE SCHEMMER ASSOCIATES, INC.
LISTING OF HOURLY RATES

EMPLOYEE CLASSIFICATION		AVG. RATE
PRINCIPAL		
Steve Kathol	\$ 54.47	\$ 54.47
PROJECT MANAGER		
Doug Holle	\$ 45.16	\$ 45.16
DESIGNER		
Doug Holle	\$ 45.16	\$ 45.16
TRAFFIC ENGINEER		
Mark Lutjeharms	\$ 45.68	\$ 45.68
ENVIRONMENTAL SPECIALIST		
Marie Stamm	\$35.14	\$35.14
ENGINEERING TECHNICIAN		
Terry Nocita	\$20.36	\$20.36
ADMINISTRATION SUPPORT		
Megan Starmer	\$14.25	\$14.25

RESOLUTION 2011-128

WHEREAS, on May 27, 2008, by Resolution 2008-147, the City Council of the City of Grand Island approved an agreement with The Schemmer Associates, Inc. of Lincoln, Nebraska, with Rockwell & Associates of Grand Island, Nebraska as a sub-consultant, in the amount of \$33,388.05, to perform design services for the Safe Routes to Schools Walk to Walnut Project; and

WHEREAS, on December 2, 2008, by Resolution 2008-340, the City Council for the City of Grand Island approved Supplemental Agreement No. 1, in the amount of \$11,135.46, to the original agreement for consulting services to address impacts to resources developed with Land and Water Conservation funds as per Section 6(f) of the Land and Water Conservation Fund Act of 1965; and

WHEREAS, it is necessary to amend the agreement for consulting services to address increased requirements for documenting and resolving environmental impacts and to convert existing plans to comply with Nebraska Department of Roads Construction Specifications; and

WHEREAS, costs of the additional services shall not exceed \$26,785.81; with a total consulting service cost of \$71,309.32.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the amendment to the agreement with The Schemmer Associates, Inc. of Lincoln, Nebraska, with Rockwell & Associates of Grand Island, Nebraska as a sub-consultant is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute the amendment to the agreement for such services 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 24, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ☐ _____
May 19, 2011 ☐ City Attorney