



City of Grand Island

Tuesday, August 09, 2011

Council Session

Item G20

#2011-204 - Approving Agreement with Kirkham Michael & Associates for Preliminary Engineering Services for US Highway 30 Drainage Improvement Project

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Scott Griepenstroh, Project Manager

Meeting: August 9, 2011

Subject: Approving Agreement with Kirkham Michael & Associates for Preliminary Engineering Services for US Highway 30 Drainage Improvement Project

Item #'s: G-20

Presenter(s): John Collins, Public Works Director

Background

On April 12, 2011, the Grand Island City Council approved a resolution authorizing the Mayor to sign the program agreement with the Nebraska Department of Roads for the US-30 Drainage Improvement Project. This project will receive Federal Funding through the Surface Transportation Program (STP), which typically only requires a 20% match of City funds.

The purpose of this 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.

As per a drainage study conducted during this previous winter, this project will improve drainage for areas beyond locations eligible for Federal funding. The Federal Highway Administration (FHWA) has agreed to participate on 77% of the construction costs, which STP funding would then be applied on an 80/20 basis. The actual funding split for construction costs will be 61.6% Federal Aid and 38.4% local funds.

FHWA agreed to participate 100% on the costs for Preliminary Engineering and the National Environmental Policy Act (NEPA) clearance process (80% Federal Aid and 20% Local Funds).

Discussion

The City of Grand Island solicited Request for Proposals for Engineering Consulting Services related to the US Highway 30 Drainage Improvement project. This request was advertised in the Grand Island Daily Independent on May 23, May 30 and June 6, 2011.

The scope of services for this agreement involves engineering design services required to produce final construction plans and specifications and environmental clearance services.

One (1) proposal was opened on June 9, 2011 and reviewed by Public Works Administration. Kirkham, Michael & Associates, Inc. of Omaha, Nebraska submitted the sole proposal and based on evaluation criteria listed in the RFP qualified to complete the necessary work. An agreement was negotiated for the work to be performed at actual costs with a maximum amount of \$99,231.53. The City's share will be 20%, or \$19,846.31.

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.

Sample Motion

Move to approve the agreement with Kirkham Michael & Associates to perform the engineering services.

[illegible]

Exhibit "A"

EXHIBIT B
Scope of Services
US-30 Drainage Improvement
City of Grand Island
URB-30-4(158) CN 40352A

A. PROJECT DESCRIPTION

The scope of services for this project involves engineering services required to produce final construction plans and specifications for US-30 Drainage Improvement. The design will include utility conflict resolutions, storm drainage design, water design and phasing and detour design. The design will also include placement of curb ramps meeting ADA guidelines at disturbed intersections or crosswalks.

The required professional services will include utility potholing/survey, storm drainage design, water design, curb and gutter profile design, utility coordination and relocation, NEPA environmental documentation and project management.

It is anticipated that the project will require the following major tasks:

1. Categorical Exclusion Document and supporting documentation of concurrence and compliance with applicable environmental regulations including SHPO letter, Cultural Resources Survey, Wetland Determination Checklist, Wetland Review Memo and Biological Evaluation letter
2. Utility Potholing/Survey
3. Preliminary Plans, Specifications and Estimate
4. Final Plans, Specifications and Estimate
5. NPDES Permit, NOI and Storm Water Pollution Prevention Plan (SWPPP)
6. Project Management and Quality Control
7. Project Meetings
8. Construction Phase Services

B. APPLICABLE PUBLICATIONS:

Work shall be done in accordance with the most current version of the following materials:

1. LPA Guidelines Manual for Federal-Aid Projects. NDOR, April 2009.
2. The Process for Obtaining Environmental Concurrences and Completing NEPA Documents for Local Public Agency (LPA) Federally Funded Transportation Projects. NDOR, December 2009.
3. Instructions for Completing the Probable Class of Action DR-53 Form for Local Federal-Aid Transportation Projects. NDOR, August 2010.
4. Guidelines for Completing the CE Documentation Form. NDOR, November 2008.
5. Guidelines for completing the Project Description Section of NEPA Determination and CE Forms. NDOR, May 2009.
6. Instructions to Complete Section 106 Concurrence Request Form. NDOR, December 2009.
7. Wetland and Water Resources Review Procedures for Federal Aid Projects. NDOR, October 2010.
8. Instructions for Completing the Wetland Determination Checklist. November 2009.
9. NDOR Wetland Determination Checklist.
10. US Army Corps of Engineers (USACE) Wetlands Delineation Manual, Technical Report Y-87-1. Environmental Laboratory, Department of the Army Waterways Experiment Station, USACE, Vicksburg, Mississippi. 1987.
11. Interim Regional Supplement to the US Army Corps of Engineers Wetland Delineation Manual: Midwest Region, ERDC/EL TR-08-27. Wetlands Regulatory Assistance Program, US Army Engineer Research and Development Center, Vicksburg, Mississippi. 2008.
12. Interim Regional Supplement to the US Army Corps of Engineers Wetland Delineation Manual: Great Plains Region, ERDC/EL TR-08-12. Wetlands Regulatory Assistance Program, US Army Engineer Research and Development Center, Vicksburg, Mississippi. 2008.

13. Regulatory Guidance Letter No. 05-05: Ordinary High Water Mark Identification. US Army Corps of Engineers. 2005.
14. Cowardin et al. Classification of Wetlands and Deepwater Habitats of the United States. FWS/OBS 79/31. Biological Services Program, Fish and Wildlife Service, US Department of the Interior. 1979.
15. Nebraska Wetland Subclasses (Attachment K, Wetland Mitigation Banking, Standard Operating Procedures in Nebraska).
16. Instructions for Completing Biological Evaluation Form for Local Federal Aid Projects. NDOR, October 2009.
17. Endangered Species Review Training Manual. NDOR, June 2010.
18. Guidelines for Completing Green Sheets for the NDOR Local Project Section. NDOR, September 2009.

C. LPA SHALL PROVIDE:

1. Names of known utilities, addresses and permits listing use and occupancy permit data along the project.

D. CONSULTANT SHALL PROVIDE:

1. Categorical Exclusion Document and Resource Reviews. The Consultant will complete the NDOR Categorical Exclusion (CE) Documentation Form. Consultant will obtain agency concurrences and produce supplemental information to attach to the CE Form. Figures and resource maps will also be required to be attached to the CE Form and produced or obtained by Consultant. The final CE Form and attachments shall be sent to NDOR for review and approval. Consultant will address NDOR and FHWA comments and prepare revisions to the CE Form. This scope includes one round of revisions with the City, two rounds of revisions with the NDOR and one round of revisions with the FHWA.

- 1.1 Resource Review. Using the CE Document Form and guidelines, Consultant will review relevant resources. Some resources will likely require more evaluation than others. At a minimum, the following resources are considered to require evaluation: Section 106 cultural and historic resources, Section 4(f) resources (e.g. parkland and wildlife refuges), Section 6(f) resources, wetlands, streams, floodplain, threatened and endangered species, and farmland.

- 1.2 Section 106 Concurrence Request Form. Consultant will prepare the Section 106 Concurrence Request Form, submit it to NDOR, and revise it in response to NDOR comments. If cultural resources exist and an Adverse Effect is determined, consultant will prepare a Memorandum of Agreement among FHWA, NDOR, SHPO, and the City of Grand Island identifying required mitigation for impacting the resource.

- 1.3 Wetland Determination. For this project, it is assumed that wetlands occur in the project vicinity outlet detention cell. Therefore, this scope includes conducting a Preliminary Wetland Determination only. If a full delineation or 404 permit/401 certification is required, these services would require a contract amendment. Preliminary Determination shall mean identifying potential wetlands and other waters of the US with field observations documented using the Routine Wetland Determination Data Forms (from the 1987 US Army Corps of Engineers Wetland Delineation Manual); however, no soil sampling will be necessary. Wetland information shall include Cowardin classification (including water regime) and Nebraska Wetland Subclass. Stream channel information shall include general stream channel type (ephemeral, *intermittent*, perennial) and estimates of width. Locations and estimated boundaries of wetlands and waters shall be recorded on an aerial photograph. Additional figures and ground level photographs shall be provided as necessary to characterize the wetlands.

Review Existing Resources/ Databases. Consultant will review existing resources and prepare the *Wetland Determination Checklist* prior to the site visit.

Field Survey. Consultant will visit the project site after the 1st of May to preliminarily determine if waters of the United States (waters of the US), including wetlands, are present within the proposed project limits of construction (LOC). Identified stream channels and/or wetlands shall be conservatively estimated and

plotted on aerial photographs for assessment of fill or disturbance impacts resulting from construction of the project.

The Preliminary Determination shall be provided for the area 100 feet outside of the LOCs or ROW, whichever is farthest from the centerline. At a minimum, a Preliminary Determination shall be performed for any area that likely would be used for construction access, staging, stockpiling, or waste disposal (e.g. interchange/intersection areas, culvert and bridge construction sites, etc.).

Documentation of Findings. Documentation of findings will be provided in a memo to NDOR. Consultant will plot the data on aerial photographs with the roadway alignment and stationing. Data will include wetland boundaries, wetland types, waters of the US (CHWM) and location of data collection points and photographs. Map scale must be drawn to a scale no smaller than 1 -inch = 200-feet.

- 1.4 Threatened and Endangered Species Review. Consultant will review the project for (1) threatened and endangered species impacts (both state and federally listed species) protected by the Endangered Species Act and the Nebraska Non-game and Endangered Species Conservation Act and (2) impacts to bald and golden eagles protected by the Bald and Golden Eagle Protection Act. Consultant will prepare the Threatened and Endangered Species Request Form, submit it to NDOR, and revise it in response to NDOR comments.
- 1.5 Section 4(f) / 6(f) Evaluation. Consultant will determine if adjacent 4(f) properties such as public parks, recreation areas, and wildlife/waterfowl refuges, or historic sites of local, state or national significance are impacted by the project alignment. Consultant will also determine if any adjacent property was developed under Section 6(f) of the Land and Water Conservation Fund Act.
If the situation can be handled as an exemption or *de minimis* determination, Consultant will prepare the NDOR Determination of Section 4(f) De Minimis Use Form and concurrence letter. If the project requires preparation of a Section 4(f) Statement or additional Section 6(f) document, these services would require a contract amendment.
- 1.6 Documentation and Revisions. Consultant will complete the CE Documentation Form, including Project Description, Purpose and Need Statement, project maps, and other supplemental information such as resource agency correspondence. Consultant will submit the CE Documentation Form and attachments to NDOR for review and approval. Consultant will address NDOR and FHWA comments and prepare revisions to the CE Documentation Form. Consultant will prepare the Green Sheet for the project.
- 1.7 QA/QC by JFO Consultant. Sub-consultant will provide an independent review of CE Documentation prior to submittals to the City of Grand Island.
2. Utility Potholing/Survey. Utility potholing will take place for all unknown elevation sanitary sewer and waterline crossings to verify their locations and depths. This will happen for any location where a manhole or water valve is not within twenty feet of a known conflict crossing. There are approximately 5 sanitary sewer crossings and 9 waterline crossings that may require potholing. These locations will be surveyed in accordance with current NDOR survey specifications.
3. Preliminary Plans, Specifications and Estimate. This task includes completing the preliminary design submittal package for the project.
 - 3.1 Data Collection, Review and Site Visit. For gathering, reviewing and organizing data for the project. This also includes one site visit to the project area to review the project plans and discuss any required changes due to changed field conditions.
 - 3.2 Storm Drainage Design. This task includes the effort to review the hydraulic analysis to determine if the storm drainage profile slopes can be reduced to avoid utility conflicts along the entire project corridor. This will include the redesign of the storm drainage alignment and profile along Division, Madison, Harrison, 1st Street and Logan Street. This redesign effort will minimize the impacts to utilities, trees and an existing storm sewer system, which will reduce project costs. This task may take a couple iterations depending on potholed utility locations found after the redesign.
 - 3.3 Water Design. This task includes the effort to complete water design revisions and removals necessary to avoid interruptions to residential and business water

services during construction at different locations on the project. This will include design efforts to complete water services from the water main to the stop boxes at all storm sewer conflicts.

- 3.4 Roadway Reconstruction Geometric Design. This task includes the geometric design for all roadway intersections, driveways, etc., that are revised during the final design revisions for the project. This includes adding new labels and editing all the existing geometric point labels on the sheets. Pavement removal and replacement will be to the nearest joint on all concrete streets.
 - 3.5 Construction and Removal. Revise the Removal and Construction plan sheets with appropriate notes detailing construction and removal items not specifically identified elsewhere in this scope that may change due to redesign. This includes changing all the curb inlet build notes to follow standard NDOR format.
 - 3.6 Curb and Gutter Profile. This task includes creating plan and profile sheets showing the proposed curb and gutter profile to be reconstructed. The sheets will include spot grades along the back of curb.
 - 3.7 Construction Phasing, Traffic Control and Detour. The Consultant will prepare construction phasing plans for the project. Once the construction phasing plans are complete, a traffic control plan will be developed for each construction phase to provide a safe work zone. NDOR Standard plans and the MUTCD will be used as references and details when appropriate. Lastly, a project detour route will be required for construction work on Broadwell Avenue. A proposed detour route will be completed for the plan submittal.
 - 3.8 Special Details. This task includes revising existing special detail plan sheets that have changed due to redesign efforts to avoid utility conflicts. It also includes creating a new special plan sheet for special inlets on the project. The special inlet design will be completed by a Structural Engineer.
 - 3.9 Utility Coordination/Verification and Relocation. The Consultant will provide revised construction plans to affected utilities so they may review the project documents to verify all known conflicts have either been avoided or conflicts that still exist will be relocated prior to construction. This effort will be coordinated with the City of Grand Island.
 - 3.10 Specifications/Special Provisions. The Consultant will prepare draft project specifications/special provisions for all pay items not contained within the NDOR 2007 construction specifications. A few examples of proposed special provisions for the project include wordings to allow construction phasing changes by the contractor, traffic control and local traffic closings, restrictions, and utility status.
 - 3.11 Quantities/Estimates. Complete and tabulate all of the project quantities. Quantities will be submitted using NDOR standard bid items and NDOR quantity forms. Estimates of probable cost will be provided for this submittal only. The final project estimate will be completed by NDOR.
4. Final Plans, Specifications and Estimate. This task includes completing the final design submittal package for the project and addressing all comments from the previous submittal.
- 4.1 Storm Drainage Design. This task includes the effort to complete any final storm drainage design based off comments from the previous submittal.
 - 4.2 Water Design. This task includes the effort to complete any final water design based off comments from the previous submittal.
 - 4.3 Roadway Reconstruction Geometric Design. This task includes the effort to complete any geometric design revisions based off comments from the previous submittal.
 - 4.4 Construction and Removal. This task includes the effort to complete any construction and removal design revisions based off comments from the previous submittal.
 - 4.5 Curb and Gutter Profile. This task includes the effort to complete any plan changes and grade revisions based off comments from the previous submittal.
 - 4.6 Construction Phasing, Traffic Control and Detour. The Consultant will finalize plans showing the construction phasing, traffic control and detour.
 - 4.7 Special Details. This task includes the effort to complete any special detail plan sheets based off comments from the previous submittal.
 - 4.8 Utility Coordination/Verification and Relocation. This task includes final coordination of the design with affected utilities and making any last revisions

- based upon the utility review comments.
- 4.9 Specifications/Special Provisions. The Consultant will finalize the project specifications/special provisions for all pay items not contained within the NDOR 2007 construction specifications.
 - 4.10 Quantities/Estimates. Complete and tabulate all of the project quantities. Quantities will be submitted using NDOR standard bid items and NDOR quantities forms. The estimate of probable cost will be prepared by NDOR.
 - 4.11 NDOR Submittal Revisions. This task will include addressing all comments from the NDOR PS&E submittal review for preparation to let the project.
5. NPDES Permit, NOI and Storm Water Pollution Prevention Plan (SWPPP). The Consultant shall submit a NPDES permit and NOI document to NDEQ for the project. Also, a Storm Water Pollution Prevention Plan (SWPPP) booklet will be completed for the project. This booklet will be used by the contractor throughout construction and updated regularly according to its guidelines.
 6. Project Management and Quality Control.
 - 6.1 Project Management. This task includes activities to initiate and monitor the project schedule, workload assignments and internal cost controls throughout the project. Also included are efforts to prepare and process invoices and monthly progress reports; prepare project correspondence and maintain project records.
 - 6.2 Quality Assurance/Quality Control. The Consultant will perform QA/QC checks prior to any official submittal. This task includes providing the City of Grand Island with review documents from the QA/QC review. The documents will provide the reviewers comments about the plans and specifications reviewed prior to each submittal.
 - 6.3 Final Deliverables. Consultant will prepare final deliverables and submit to the City of Grand Island the electronic files and hard copies of all materials.
 7. Project Meetings.
 - 7.1 Kick-Off Meeting. Consultant will plan and organize a kick-off meeting before project work begins with the City of Grand Island staff. This meeting will allow an exchange of ideas and information relative to the design. The objective of the meeting is to review the project approach according to the scope of work and determine if any changes in the approach are required to meet the project schedule.
 - 7.2 City Progress Meetings. Project staff will meet with the City of Grand Island for four (4) progress meetings, and prepare minutes of the meetings. Meetings will be held in Grand Island.
 - 7.3 NDOR Progress Meetings. Project staff will meet with the City, NDOR and FHWA for two (2) Meetings, and prepare minutes of the meetings.
 8. Construction Phase Services. Construction Phase Services to be negotiated as a supplement to the scope of services and engineering agreement will be made after final design is completed for the project. Construction engineering to be completed by the Consultant includes inspection of all materials used to insure that they meet the minimum specifications. Specific services shall include but not be limited to the following:
 - 8.1 Coordinate and facilitate pre-construction meeting and progress meetings.
 - 8.2 Observe progress and quality of work.
 - 8.3 Provide construction staking.
 - 8.4 Review and comment on contractor's application for payment.
 - 8.5 Review and comment on Certified Payrolls.
 - 8.6 Review shop drawings / request for information.
 - 8.7 Prepare traffic control reports.
 - 8.8 Prepare observation reports.
 - 8.9 Inspect and test materials to make sure that they meet specifications.
 - 8.10 Monitor for environmental compliance (SWPPP & Green Sheets).
 - 8.11 Maintain as-built plan set throughout the project duration.
 - 8.12 Complete project closeout.

E DELIVERABLES:

1. Monthly Invoices and Progress Reports
2. Meeting Minutes
3. *Categorical Exclusion Document* and supporting documentation
4. Section 106 Concurrence Request Form
5. *4(f) De Minimis Determination* letter and form, if applicable
6. *NDOR Wetland Delineation Checklist*
7. Preliminary Wetland Determination Memo of Findings
8. Threatened and Endangered Species Consultant Forms and Supporting documentation
9. NPDES Permit, NOI and SWPPP
10. Agency concurrence letters
11. Final Engineering Design Plans, Specifications, and Estimates to meet NDOR requirements
12. Hard copies of all materials and final electronic as-built files

F. PROJECT INFORMATION FORMAT

1. Consultant will follow the State's CADD drafting procedures and guidelines in preparing plans and the wetland delineations.

G. SCHEDULE

1. Notice to Proceed: August 17, 2011
2. Kick-off Meeting: August 17, 2011
3. 30% Plan In Hand: September 30, 2011
4. Consultant Evaluation: October 7, 2011
5. Preliminary PS&E Submittal to City of Grand Island: November 2, 2011
6. Final PS&E Submittal to City of Grand Island: December 14, 2011
7. Completion Date for NEPA Materials: December 29, 2011
8. PS&E Submittal to NDOR: January 25, 2012
9. Consultant Evaluation completed by the City of Grand Island: February 8, 2012

These preliminary dates will be adjusted, as necessary, from the Notice to Proceed. Schedule is also dependent upon timely reviews and approvals from the City, NDOR and FHWA.

NEPA CE, Preliminary and Final Engineering Project Cost

Project Name: US-30 Drainage Improvement
 Project Number: URB-30-4(158)
 Control Number: 40352A
 Location (City, County): Grand Island, Hall County
 Consultant Project Manager: Steve Irons
 Phone/Email: (402) 477-4240 / sironis@kirkham.com
 LPA Responsible Charge: Scott Griepentz
 Phone/Email: (308) 385-5444 ext. 265 / scottg@grand-island.com
 NDOR Project Coordinator: Glen Steffensmeier
 Phone/Email: (402) 479-3845 / glen.steffensmeier@nebraska.gov
 Date: July 22, 2011

LPA:

CITY OF GRAND ISLAND

Labor Costs:	Hours	Rate	Amount
Personnel Classification			
Principal	14	\$43.27	\$605.78
Senior Environmental Scientist			
Environmental Scientist			
Senior Engineer/ Project Manager	147	\$38.22	\$5,618.34
Project Design Engineer	260	\$34.08	\$8,860.80
Design CADD Technician	8	\$35.10	\$280.80
Designer/Technician	72	\$27.00	\$1,944.00
Administrative	18	\$17.25	\$310.50
Registered Land Surveyor			
Survey Crew (2)			
Geotech Crew (2)			
TOTAL	519		\$17,620.22

Direct Expenses:	Amount
Subconsultants	\$39,391.08
Printing and Reproduction Costs	\$210.00
Mileage/Travel	\$770.00
Lodging/ Meals	
Other Miscellaneous Costs	
TOTAL	\$40,371.08

Total Project Costs:	Amount
Direct Labor Costs	\$17,620.22
Overhead @ 195.62%	\$34,468.67
Total Labor Costs	\$52,088.89
Fixed Fee @ 13.00%	\$6,771.56
Direct Expenses	\$40,371.08
PROJECT COST	\$99,231.53

Signature of Responsible Charge

Date

Independent Cost Estimate
Project Cost

Exhibit "B"

NEPA CE, Preliminary and Final Engineering Project Cost

Project Name: US-30 Drainage Improvement
 Project Number: URB-30-4(158)
 Control Number: 40352A
 Location (City, County): Grand Island, Hall County
 Consultant Project Manager: Kevin Kruse
 Phone/Email: (402) 435-3080 / kkruse@jeo.com
 LPA Responsible Charge: Scott Griepentstroh
 Phone/Email: (308) 385 - 5444 ext. 265 / scottg@grand-island.com
 NDOR Project Coordinator: Glen Steffensmeier
 Phone/Email: (402) 479-3845 / glen.steffensmeier@nebraska.gov
 Date: July 19, 2011

LPA:

CITY OF GRAND ISLAND

Labor Costs:	Hours	Rate	Amount
Personnel Classification			
Principal			
Senior Environmental Scientist			
Environmental Scientist	24	\$37.26	\$894.24
Senior Engineer/ Project Manager	138	\$33.33	\$4,599.54
Project Design Engineer			
Design CADD Technician	50	\$24.42	\$1,221.00
Designer/Technician	200	\$21.50	\$4,300.00
Administrative			
Registered Land Surveyor		\$31.32	
Survey Crew (2)	8	\$50.97	\$407.76
Geotech Crew (2)		\$50.97	
TOTAL	420		\$11,422.54

Direct Expenses:	Amount
Subconsultants	
Printing and Reproduction Costs	
Mileage/Travel	
Lodging/ Meals	
Other Miscellaneous Costs	\$148.49
TOTAL	\$148.49

Total Project Costs:	Amount
Direct Labor Costs	\$11,422.54
Overhead @ 204.03%	\$23,305.41
Total Labor Costs	\$34,727.95
Fixed Fee @ 13.00%	\$4,514.63
Direct Expenses	\$148.49
PROJECT COST	\$39,391.08

Signature of Responsible Charge

Date

Independent Cost Estimate
Project Cost

Exhibit "B"

EXHIBIT "C "

INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICE PROVIDERS LPA PROJECTS

Consultant agrees to:

- (1) Make a detailed review of its existing insurance coverage,
- (2) Compare that coverage to the expected scope of the work under this contract,
- (3) Obtain the insurance coverage that it deems necessary to fully protect Consultant from loss associated with the work. Also, Consultant shall have at a minimum the insurance described below:

General Liability –

Limits of at least:

- \$ 1,000,000 Per Occurrence
- \$ 2,000,000 General Aggregate
- \$ 2,000,000 Completed Operations Aggregate (if applicable)
- \$ 1,000,000 Personal/Advertising Injury

- Consultant shall be responsible for the payment of any deductibles.
- Coverage shall be provided by a standard form Commercial General Liability Policy covering bodily injury, property damage including loss of use, and personal injury.
- General Aggregate to apply on a Per Project Basis.
- The LPA shall be named as Additional Insured on a primary and non-contributory basis including completed operations (the completed work/product) for three (3) years after the work/product is complete.
- Consultant agrees to waive its rights of recovery against the LPA. Waiver of Subrogation in favor of the LPA shall be added to, or included in, the policy.
- Contractual liability coverage shall be on a broad form basis and shall not be amended by any limiting endorsements.
- If work is being done near a railroad track, the 50' railroad right of way exclusion must be deleted.
- In the event that this contract provides for consultant to construct, reconstruct or produce a completed product, products and completed operations coverage in the amount provided above shall be maintained for the duration of the work, and shall be further maintained for a minimum period of five years after final acceptance and payment.

- Policy shall not contain a total or absolute pollution exclusion. Coverage shall be provided for pollution exposures arising from products and completed operations (as per standard CG0001 Pollution Exclusion or equivalent). (If the standard pollution exclusion as provided by CG0001 has been amended, please refer to the following section entitled "Pollution Coverage.")
- **Pollution Coverage –**
- In the event that the standard pollution exclusion as provided by CG0001 has been amended, coverage may be substituted with a separate Pollution Liability policy or a Professional Liability policy that includes pollution coverage in the amount of \$1.0 million per occurrence or claim and \$1.0 million aggregate. If coverage is provided by a "claims made" form, coverage will be maintained for three years after project completion. Any applicable deductible is the responsibility of the Consultant.

Automobile Liability –

Limits of at least: \$ 1,000,000 CSL Per Accident

- Coverage shall apply to all Owned, Hired, and Non-Owned Autos.

Workers' Compensation –

Limits: Statutory coverage for the State where the project is located.

Employer's Liability limits: \$100,000 Each Accident

\$100,000 Disease – Per Person

\$500,000 Disease – Policy Limit

- Consultant agrees to waive its rights of recovery against the LPA. Waiver of Subrogation in favor of the LPA shall be added to, or included in, the policy

Professional Liability –

Limits of at least: \$ 1,000,000 Per Claim and Annual Aggregate

- Coverage shall be provided for three years after work/project completion.

Electronic Data and Valuable Papers –

Limits of at least: \$100,000 Electronic Data Processing Data and Media

\$25,000 Valuable Papers

Umbrella/Excess –

Limits of at least: \$1,000,000 Per Occurrence and Annual Aggregate

- Policy shall provide liability coverage in excess of the specified Employers Liability, Commercial General Liability and Auto Liability.
- The LPA, shall be an "Additional Insured".
- Consultant agrees to waive its rights of recovery against the LPA. Waiver of subrogation

in favor of the LPA shall be provided.

Additional Requirements –

- Any insurance policy shall be written by a reputable insurance company acceptable to the LPA or with a current Best's Insurance Guide Rating of A – and Class VII or better, and authorized to do business in Nebraska.
- Evidence of such insurance coverage in effect shall be provided to the LPA in the form of an Accord certificate of insurance executed by a licensed representative of the participating insurer(s).
- For so long as insurance coverage is required under this agreement, the Consultant shall have a duty to notify the LPA and the State of Nebraska Department of Roads (State) when the Consultant knows, or has reason to believe, that any insurance coverage required under this agreement will lapse, or may be canceled or terminated. The Consultant must forward any pertinent notice of cancelation or termination to the LPA and to the State by mail (return receipt requested), hand-delivery or facsimile transmission within 2 business days of receipt by Consultant of any such notice from an insurance carrier. Copies of notices received by the Consultant shall be sent to the LPA, in care of the LPA's Responsible Charge and to the State at the following address:

Nebraska Department of Roads
Construction Division – Insurance Section
1500 Highway 2, P. O. Box 94759
Lincoln, NE 68509-4759
Facsimile No. 402-479-4854

- Failure of the owner or any other party to review, approve, and/or reject a certificate of insurance in whole or in part does not waive the requirements of this agreement.
- The Limits of Coverage's set forth in this document are suggested minimum limits of coverage. The suggested limits of coverage shall not be construed to be a limitation of the liability on the part of the consultant or any of its subconsultants/tier subconsultants. The carrying of insurance described shall in no way be interpreted as relieving the consultant, subconsultant, or tier subconsultant of any responsibility of liability under the contract.
- If there is a discrepancy of coverage between this document and any other insurance specification for this project, the greater limit or coverage requirement shall prevail.

STAFFING PLAN

CONSULTANT:

PROJECT NUMBER:

CONTROL NUMBER:

PROJECT NAME:

Kirkham Michael

URB-30-4(158)

40352A

US-30 Drainage Improvement

EMPLOYEE CLASSIFICATION	NAME	ACTUAL RATE	* AVERAGE RATE
Principal (PR)	Michael Olson	\$ 43.27	
Senior Engineer/Project Manager (SENG)	Steve Irons	\$ 38.22	
Project Design Engineer (ENG)	Steve Irons, 50%	\$ 38.22	\$ 34.08
	Mark Egger, 50%	\$ 21.63	
Design Technician (DT)	Mark Templeman	\$ 35.10	
Cadd Technician (CT)	Cory Reinke	\$ 27.00	
Clerical (CL)	Lucinda Bugbee	\$ 17.25	



Jason Eley, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
ENGINEERING CONSULTING SERVICES FOR
US-30 DRAINAGE IMPROVEMENT**

RFP DUE DATE: June 9, 2011 at 4:00 p.m.
DEPARTMENT: Public Works
PUBLICATION DATE: May 23, 30 & June 6, 2011
NO. POTENTIAL BIDDERS: 0

SUMMARY OF PROPOSALS RECEIVED

Kirkham Michael
Lincoln, NE

cc: John Collins, Public Works Director
Mary Lou Brown, City Administrator
Jason Eley, Purchasing Agent

Catrina DeLosh, PW Admin. Assist.
Scott Griepenstroh, PW Project Mgr.

P1479

RESOLUTION 2011-204

DISCLAIMER APPLICABLE TO THE SIGNING OF THE ENGINEERING SERVICES AGREEMENT

The following is a resolution drafted by the Nebraska Department of Roads (NDOR) that may be used by a Local Public Agency (LPA) when executing an Engineering Services Agreement for a Federal-aid transportation project. It is offered ONLY as an example resolution that could be used by the LPA with appropriate modifications, for participation in the LPA Federal-aid program, and is subject to change. The LPA is responsible for the language in its actual resolution. Any changes to any substantive commitments of this sample resolution shall be approved in advance in writing by NDOR, or such changes will be considered null and void. The LPA is ultimately responsible for all language used in its actual resolution and in making sure that the resolution is accurate and complete and meets all requirements of Federal, State and local laws, rules, regulations, policies and guidelines, and the NDOR LPA Guidelines Manual for Federal-aid Projects.

Approved as to Form	<input type="checkbox"/>	_____
August 4, 2011	<input type="checkbox"/>	City Attorney

RESOLUTION 2011-204

SIGNING OF AN ENGINEERING SERVICES AGREEMENT

[City of Grand Island]_____

Resolution No. 2011-204

Whereas: City of Grand Island is developing a transportation project for which it intends to obtain Federal funds;

Whereas: City of Grand Island as a sub-recipient of Federal-Aid funding is charged with the responsibility of expending said funds in accordance with Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of the Federal-aid project;

Whereas: City of Grand Island and Kirkham, Michael & Associates, Inc. of Omaha, Nebraska wish to enter into an Engineering Services Agreement to provide Engineering Consulting Services related to the US Highway 30 Drainage Improvement project for the Federal-aid project.

Be It Resolved: by the City Council of Grand Island that:

Jay Vavricek, Mayor, is hereby authorized to sign the attached Engineering Services Agreement between City of Grand Island and Kirkham, Michael & Associates, Inc. of Omaha, Nebraska.

NDOR Project Number: URB-30-4(158)

NDOR Control Number: 40352A

NDOR Project Description: US-30 Drainage Improvement

Adopted this **9th** day of **August, 2011** at Grand Island, Nebraska.
(Month) (Year)

The City Council of City of Grand Island

Randy Gard

Bob Niemann

Peg Gilbert

Scott Dugan

Linna Dee Donaldson

Kirk Ramsey

Mitchell Nickerson

Larry Carney

John Gericke

Chuck Haase

Board/Council Member_____

Moved the adoption of said resolution

Member _____ Seconded the Motion

Roll Call: _____ Yes _____ No _____ Abstained _____ Absent

Resolution adopted, signed and billed as adopted

Jay Vavricek, Mayor

Attest:

City Clerk