



City of Grand Island

Tuesday, December 06, 2011

Council Session

Item G16

**#2011-361 - Approving Supplemental Agreement No. 4 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: December 6, 2011

Subject: Approving Supplemental Agreement No. 4 with Schemmer Associates for Engineering Consulting Services for the Walk to Walnut Project

Item #'s: G-16

Presenter(s): Scott Griepenstroh, Project Manager

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, which 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.

On May 24, 2011, the City Council approved Amendment No. 2 in the amount of \$26,785.81 to provide for additional environmental review services, coordination and review of Plans, Specifications and Estimate package submittal, and conversion to NDOR construction specifications necessary to complete the project.

On July 12, 2011, the City Council approved Amendment No. 3, which was developed by NDOR to provide language to explicitly state that the engineering services provided for in Amendment No. 2 would be funded only by the Local Public Agency and non-participating for Federal Aid.

Discussion

Prior to moving forward with acquisition of right-of-way, certain preliminary engineering services must be completed as per NDOR's Right-of-Way Acquisition Guide for Local Public Agencies. The services include work associated with preparation of right-of-way (ROW) plans and performing a title research. The scope of this additional work could not be determined until recently.

Although the original agreement for preliminary engineering included ROW services in the scope, plan design changes were made in order to comply with Land and Water Conservation Fund land conversion requirements as per guidance from NDOR and the Federal Highway Administration in a June 29, 2011 meeting. The guidance resulted in a better option for addressing the land conversion and for achieving timely completion of the project.

Original Agreement	\$33,388.05
Amendment No. 1	\$11,135.46
Amendment No. 2	\$26,785.81
Amendment No. 3	\$0.00
Amendment No. 4	\$4,920.71
Total Revised Agreement	\$76,230.03

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. The engineering services provided for in this supplemental agreement are to be funded only by the Local Public Agency and non-participating for Federal Aid.

Submittal of 90% Plans, completion of environmental clearance, and acquisition of right of way are anticipated to be completed in the next three months. Construction of this project 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 Amendment No. 4 to the Agreement for Preliminary Engineering Consulting Services for the Safe Routes To Schools Walk to Walnut Project.

Sample Motion

Move to approve Amendment No. 4.

SUPPLEMENTAL AGREEMENT #4

CITY OF GRAND ISLAND
THE SCHEMMER ASSOCIATES, INC.
PROJECT NO. SRTS-40(57)
CONTROL NO. 42521
GRAND ISLAND WALNUT MIDDLE SCHOOL
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 environmental services and a supplemental agreement executed by the Consultant on May 31, 2011 and by the LPA on May 24, 2011, hereinafter referred to as "Supplemental Agreement No. 2", providing for additional environmental review services, coordination and review of PSE submittal and conversion to NDOR construction specifications necessary to complete the work and a supplement agreement executed by the Consultant on July 20, 2011 and by the LPA on July 12, 2011, hereinafter referred to as "Supplemental Agreement No. 3" to establish the funding responsibility for services added in Supplemental Agreement No. 2 for Project No. SRTS-40(57), and

WHEREAS, it is necessary that work not contemplated in the Original Agreement, Supplemental No. 1, Supplemental No. 2 and Supplement No. 3 be added under this supplemental agreement, and

WHEREAS, the services performed as a part of this supplemental agreement will be funded solely with LPA funds and will be non-participating for Federal-aid, 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 fund professional services totaling \$4,920.71 with LPA funds only.

The LPA will not seek reimbursement for this work from Federal funds made available for this project.

SECTION 2. The Consultant will perform the additional work stipulated in the Scope of Services which is attached as Exhibit "B" and hereby made a part of this supplemental agreement.

SECTION 3. The Consultant shall complete all the services according to the schedule in attached EXHIBIT "C" and shall complete all work required under this agreement in a satisfactory manner by January 31, 2012.

SECTION 4. 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 June 2, 2008 and executed by the Consultant on May 22, 2008 and Supplemental Agreement No. 1 executed by the Consultant on November 21, 2008 and executed by the LPA on December 2, 2008 and Supplemental Agreement No. 2 executed by the Consultant on May 31, 2011 and by the LPA on May 24, 2011 and Supplemental Agreement No. 3 executed by the Consultant on July 20, 2011 and by the LPA on July 12, 2011, 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.

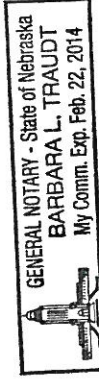
EXECUTED by the Consultant this 30 day of November, 2011.

THE SCHEMMER ASSOCIATES, INC.
Doug Holle

Day All
Project Manager

STATE OF NEBRASKA)
)
) ss.
 DOUGLAS COUNTY)

Subscribed and sworn to before me this 30th day of November, 2011.



BT

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

Embara S. Zaudt
Notary Public

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

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

- Contract Administration/Scheduling & Coordination of Design Professionals
- Right-of-way review meeting with City staff and NDOR
 - Attended by 1 TSA representatives

City Responsibilities

- Provide land acquisition services

Right-of-Way Design, Coordination and Plan Preparation. A thorough examination of the City records shall be made for each tract by a Registered Abstractor, Title Company or other qualified person to establish ownership including any liens or mortgages for the City's use during the appraisal and acquisition of the right of way or easements needed to construct the project. The research should include all ownership transactions for the last five years. A document similar to (Attachment PA-2, Record of Title) which may be found in the NDOR, Right of way Acquisition Guide for Local Public Agencies shall be used to verify ownerships on all tracts.

a. Title Search (One anticipated). The Consultant shall research a five-year record of ownership and record on NDOR Certificate of Title report form, or other state-supplied or approved form. The following information should be noted:

- The current owner's current mailing address and telephone numbers.
- Current ownership.
- If an estate-name heirs, share of each and name spouses.
- Include active encumbrances (Mortgage, Deeds of Trust, etc.) and any reassignments of unreleased mortgages.
- List of five year chain of ownership documents.
- Include other liens, agreements, conditions, limitations, restrictions, or covenants affecting title.
- Include easements such as water, sewer, ingress/egress, irrigation, or anything that might influence the project or right-of-way design, except utilities (power, gas, telephone and telegraph).
- Include leases still in effect.
- Transcribe legal on approved form or use generic legal description.
- Provide copies of all supporting documentation (deeds, easements, etc.) Provide copies of all subdivision plats and surveys of irregular tracts and County Cadastral Maps and tax lots with metes and bounds field notes. Do not need State highway deeds.

Right of way plans will be submitted to NDOR for review and approval along with the preliminary right of way cost estimate. If property owners have indicated a willingness to donate, the donation request letters (Donation Request Letter, NDOR form PA-3) will be submitted to NDOR

by Consultant for review and approval before authorization to begin appraisals or authorization to complete the donations will be given.

Appraisals and negotiations for the needed right of way and easements will be performed under a separate agreement between the City and a NDOR certified Right of Way Consultant.

Existing land base files and title research developed by the Consultant will be used to determine the existing right-of-way and to design the easements and additional right-of-way. Encroachments on existing right-of-way will be noted on the plans.

Care is to be given by the Consultant when preparing right of way plans and the right of way cost estimate. Any revisions of these documents, subsequent to their submittal will require additional review by the NDOR's Right of Way Division, the appraiser and review appraiser, causing delays in project delivery.

b. Right-of-Way Design (Two Tracts Anticipated). The Consultant shall label all streets and highways on the plans.

The Consultant shall prepare a title sheet (R-1) with centerline, property lines, section lines, 1/4 section lines, lots, blocks, etc., displayed.

The Consultant shall place the limits of construction (L.O.C.'s) and new design (pavement, sidewalks, sewers, drives, culverts, dikes, retaining walls, alignment geometrics, etc.) on the plans.

The Consultant will determine the easements (temporary and permanent) and right-of-way needed for construction and maintenance of the project.

Temporary construction easements will be acquired to construct driveways, sidewalks or make improvements on personal property beyond the existing or proposed right of way.

The Consultant shall prepare legal descriptions for all R.O.W. takings, permanent easements and temporary easements.

The Consultant shall place all R.O.W. break points on the plans by station and offset distance from the project design centerline to be used. This must include but is not limited to all points of new R.O.W., existing R.O.W., points of intersection with all section lines, 1/4 section lines, and property lines and new P.E., T.E., and R.O.W. break points. Computed stations and offsets must be to nearest 0.01 foot. All text must be legible and not overlapping other text or topography.

All Permanent and Temporary Easement areas must be labeled separately and include their respective purposes on the plans, i.e., TE1, PE1. If more than one easement description occurs per tract, a consecutive number will be given, i.e., TE2, PE2. The areas are to be shown compiled on the R-2 sheet.

The Consultant shall prepare a summary of areas sheet; identified as the R-2 sheet. The R-2 sheet must display areas of all takings.

After the final right-of-way design is complete, the Consultant shall provide two copies of the R.O.W. Design plans.

For the purpose of reviewing the plans, it is helpful (but not required) to have the limits of construction offsets shown on the plans. These will be removed or the level shut off for the final PS&E plan submittal. Limits of construction will be shown for the new right of way and easements (temporary and permanent). The LPA's RC, the LPD PC, the NDOR Right of Way Design Section will arrange a right of way design review meeting. A representative of the Consultant shall attend this meeting.

The plans must include the following:

- a. One set of plans (as described in project plans format).
- b. The legal descriptions. The Consultant shall provide the descriptions to the State in ASCII format.
- c. The Title Research performed by the Consultant with Tract Numbers labeled as "Tract Number" or "Not Needed" along the bottom of the form provided by the State.
- d. Titles must be organized from the beginning of the project to the end of the project in numerical order.

After the review meeting, the Consultant shall:

- a. Make all the necessary Revisions, Corrections, etc.
- b. Submit plan and legal description(s) for early acquisition(s), if required, by the scheduled date.
- c. Provide an updated title sheet (R-1) with tract numbers added.

The Consultant shall compute and record the area computations for:

- a. New R.O.W.
- b. Temporary easements.
- c. Permanent easements.
- d. Other (wetlands, railroad easements, etc.)

Note: Compute urban areas in square feet to nearest 0.01. Each time a revision is made after submittal of the right of way plans, the date of the revision will be shown in the lower right corner of the revised sheet(s) by using the revision stamp included in the cell library. Each time a revision to the plans is made, the Consultant shall submit updated versions of all affected CADD files to the LPA on CD or via electronic mail.

Exhibit B

Client: City of Grand Island
Project: Walk to Walnut-Safe Routes to School Project
Project Number SRTS-40(57), C.N. 42521
TSA Project No 5583001
Date 11/29/2011

[illegible]

Exhibit B

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	0	\$54.47	\$0.00	
Doug Holle, Project Manager	10	\$45.16	\$451.60	
Doug Holle, Designer	17	\$45.16	\$767.72	
Mark Lutjeharms, Traffic Engineer	0	\$45.68	\$0.00	
Marie Stamm, Environmental Specialist	0	\$35.14	\$0.00	
Terry Nocita, Engineering Technician	12	\$20.36	\$244.32	
Megan Stamer, Administration Support	0	\$19.50	\$0.00	
	39 Subtotal		\$1,463.64	
Direct Labor Subtotal				\$1,463.64
Overhead @ 180%				\$2,634.55
Sub-Total Labor & Overhead				\$4,098.19
Profit: 12.75% of Subtotal				\$522.52
Total Labor, Overhead & Profit				\$4,620.71
Other Direct Costs				
Sub-Consultants				
Surveying (Rockwell and Associates)			\$0.00	
Title Search			\$300.00	
	Subtotal		\$300.00	\$300.00
Reimbursable Expenses				
Printing (11 x 17 sheets) @ \$ Each			\$0.00	
Printing (24 x 36 s) 0 @ 1.50 Each			\$0.00	
Postage 1 L.S. @ \$0			\$0.00	
Mileage 0 Mile @ \$0.52/Mile			\$0.00	
	Subtotal		\$0.00	\$0.00

TOTAL ESTIMATED PROFESSIONAL FEES

\$4,920.71

Exhibit C

Project Schedule
Grand Island Walnut Middle School Project
SRTS-40(57)
CN 42521

Complete Title information December 23, 2011

Submit Right-of-way plans January 31, 2012 (assuming NTP received by January 15, 2012)

RESOLUTION
SUPPLEMENTAL ENGINEERING SERVICES AGREEMENT NO. 4

CITY OF GRAND ISLAND
Resolution No. _____

Whereas: City of Grand Island and The Schemmer Associates, Inc. have previously executed an Engineering Services Agreement for a transportation project for which the Local Public Agency (LPA) would like to obtain Federal funds;

Whereas: City of Grand Island understands that it must continue to strictly follow all Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of this Federal-aid project; and

Whereas: City of Grand Island and The Schemmer Associates, Inc. wish to enter into a Supplemental Engineering Services Agreement setting out modifications and/or additional duties and/or funding responsibilities for the Federal-aid project.

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

Jay Vavricek, Mayor of the City of Grand Island is hereby authorized to sign the attached Supplemental Engineering Services Agreement, Supplement Number 4 between the City of Grand Island and The Schemmer Associates, Inc.

City of Grand Island is committed to providing local funds for the project as required by the Project Program Agreement and any Supplemental Project Agreements.

NDOR Project Number: SRTS-40(57)

NDOR Control Number: 42521

NDOR Project Description: Grand Island Walnut Middle School

Adopted this _____ day of _____, 2011 at _____ Nebraska.

The City Council of the City of Grand Island

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

Attest:

Clerk

RESOLUTION 2011-361

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 Amendment 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, on May 24, 2011, by Resolution 2011-128, the City Council for the City of Grand Island approved Amendment No. 2, in the amount of \$26,785.81, to the original 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, July 12, 2011, by Resolution 2011-167, the City Council for the City of Grand Island approved Amendment No. 3 to the original agreement to provide for the work stipulated in Amendment No. 2 to be funded solely with LPA funds and to be non-participating for Federal Aid.

WHEREAS, it is necessary to amend the agreement for recently determined consulting services for work required prior to moving forward with acquisition of right-of-way ; and

WHEREAS, costs of the additional services shall not exceed \$4,920.71; with a total consulting service cost of \$76,230.03.

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, December 6, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk