



City of Grand Island

Tuesday, December 20, 2011

Council Session

Item G15

**#2011-374 - Approving Supplemental Agreement No. 1 with
Kirkham Michael & Associates for Preliminary Engineering
Services for the US Highway 30 Drainage Improvement Project**

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Scott Griepenstroh, Project Manager

Meeting: December 20, 2011

Subject: Approving Supplemental Agreement No. 1 with Kirkham Michael & Associates for Preliminary Engineering Services for the US Highway 30 Drainage Improvement Project

Item #'s: G-15

Presenter(s): John Collins, Public Works Director

Background

On August 9, 2011, the Grand Island City Council approved a Professional Services Agreement with Kirkham Michael and Associates of Omaha, Nebraska, with JEO Consulting Group, Inc. of Grand Island, Nebraska as a Sub-Consultant for the US-30 Drainage Improvement Project. The original agreement was for a total of \$99,231.53.

The purpose of the US-30 Drainage Improvement 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. This project will receive Federal Funding through the Surface Transportation Program (STP), which typically only requires a 20% match of City funds.

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

Services for surveying, engineering and preparation of plans and documents required for acquisition of easements were not included in the original scope of services.

At the October 28, 2011 Plan In Hand Meeting, it was determined that temporary easements will be required for relocation of 14 curb stops where water services will be in conflict with new storm sewer. Article I, Section 35 of the City Code states that "Service pipe laid between the water main and the curb stop at the property line shall be built of continuous construction without joints, unions, or splices" and "curb stops shall be placed in the service pipe within six inches of the property line."

Additional surveying and engineering is being performed to evaluate if temporary easements will be required for re-construction of sidewalk ramps at each intersection on the project. As per the Americans with Disabilities Act (ADA) requirements, sidewalk ramps must be re-constructed to proper dimensions and slopes on projects of this type. Each sidewalk ramp will be evaluated to determine how close sidewalk re-construction will be to existing properties.

The engineering services in this supplemental agreement include development of Right-of-Way plans, Title Research for each property impacted, and development of a Right-of-Way Cost Estimate, in accordance with the *Local Public Agency Guidelines for Federal-Aid Projects*. A consultant work order was approved to allow the Consultant to immediately proceed with surveying and design work for these additional services.

The work covered by Supplemental Agreement No. 1 will be performed based on actual costs with a maximum of \$38,023.00, for a revised contract total of \$137,254.53. The cost share for these additional services is 80% Federal Aid and 20% Local Funds.

Original Agreement	\$99,231.53
Amendment No. 1	\$38,023.00
Total Revised Agreement	\$137,254.53

The phase for actual acquisition of the temporary easements, which includes appraisals, review appraisals, and negotiations, will not be allowed to proceed until the 90% Construction Plans and the Environmental Document are approved. Since the total number of tracts is not known at this time, another supplemental agreement will be required to complete acquisitions. It is anticipated that this phase will not begin until April of 2012, and may take up to 4 months. It is now anticipated that the project will go to letting in the fall of 2012, with construction beginning in the spring of 2013.

Public Works Engineering Staff will pursue options with Nebraska Department of Roads officials for starting the easement acquisition phase sooner than typically permitted as per the *Local Public Agency Guidelines for Federal-Aid Projects*.

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. 1 to the Agreement for Preliminary Engineering Consulting Services for the US-30 Drainage Improvement Project.

Sample Motion

Move to approve Supplemental Agreement No. 1.

SUPPLEMENTAL AGREEMENT #1

PRELIMINARY ENGINEERING AND ENVIRONMENTAL DOCUMENTATION SERVICES

CITY OF GRAND ISLAND
KIRKHAM, MICHAEL & ASSOCIATES, INC.
PROJECT NO. URB-30-4(158)
CONTROL NO. 40352a
US-30 DRAINAGE IMPROVEMENT

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 Kirkham, Michael & Associates, Inc., hereinafter referred to as the "Consultant."

WHEREAS, the Consultant and the LPA entered into Engineering Agreement, BK1163, executed by the Consultant on August 3, 2011 and executed by the LPA on August 9, 2011, hereinafter referred to as the "Original Agreement", providing for preliminary engineering and environmental documentation services for Project No. URB-30-4(158), and

WHEREAS, it is necessary that additional survey, ADA ramp review, Right-of-Way services and public involvement meeting hours, not contemplated in the Original Agreement, be added under this supplemental agreement, and

WHEREAS, it is necessary to increase the Consultant's compensation by this supplemental agreement for the additional work 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. URB-30-4(158), 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. A Written Notice-to-Proceed was issued to the Consultant on November 30, 2011 to perform the additional work through Consultant Work Order 1. 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 Consultant Work Order 1 and Scope of Services, which is attached as Exhibit "B" and hereby made a part of this supplemental agreement.

SECTION 3. For the work required, Section 7 of the Original Agreement is hereby amended and the fixed-fee-for-profit is increased from \$6,771.56 to \$7,731.56, an increase of \$960.00. Actual costs are increased from \$92,459.97 to \$129,522.97, an increase of \$37,063.00. The total agreement amount is increased from \$99,231.53 to \$137,254.53, an increase of \$38,023.00 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. URB-30-4(158), executed by the Consultant on August 3, 2011 and executed by the LPA on August 9, 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 _____ day of _____, 2011.

KIRKHAM, MICHAEL & ASSOCIATES, INC.
Mike Olson

Vice President

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

Consultant Work Order (Local Projects)

Project No.: URB-30-4(158)		Control No.: 40352A
Consultant: (Name and Representative) Kirkham Michael - Steve Irons	Agreement No.: BK1163	Work Order No.: 1
LPA: (Name and Representative) City of Grand Island - Scott Griepentstroph		Constr. Change Order No.: (if applicable)
<p>All parties agree the following described work needs to be performed by the consultant as part of the referenced project. All parties concur and hereby give notice to proceed based on the following: justification to modify contract, scope of services, deliverables, schedule, and estimated total fee. All other terms of existing agreements between the parties are still in effect. It is understood by all parties that the work described herein will become part of a future supplement to the agreement indicated above.</p> <p>Justification to modify agreement: (Include scope of services, deliverables, and schedule) The original project scope of work did not include right of way survey, design or acquisition services. These new services are required due to requirements for water service reconstructions that were not known when the project scope of services was first negotiated. The new proposed scope of services, deliverables and schedule are attached to this document.</p>		
Work Title		Summary of Fee
Additional Survey, ADA Ramp Review, Right-of-Way Services and Public Involvement Meeting		A. Total Direct Labor Cost = 2498
		B. Overhead (Factor * x A) = 4887
		C. A + B = 7386
		D. Profit/Fee (Factor ** x C) = 960
		E. Direct Non-Labor Cost = 110
*Overhead Factor: 195%	F. Subconsultant Services = 29567	
**Profit/Fee Factor: 13%	TOTAL FEE: C + D + E + F = 38023	
Total Fee Notes:		<input checked="" type="checkbox"/> ESTIMATED TOTAL FEE: 38023
		<input type="checkbox"/> FINAL TOTAL FEE:

Work Order Authorization – May be granted by email and attached to this document.

Consultant:

MICHAEL S. OLSON *Michael S. Olson* 11/22/2011
Name Signature Date

LPA:

SCOTT GRIESENTSTROPH *Scott Griepentstroph* 11/20/11
Name Signature Date

LPD PC (for Preliminary Engineering) and State Rep. (for Construction Engineering):

JEN STEFFENSEN *Jen Steffensen* 11-28-11
Name Signature Date

FHWA:

HOWARD A. SCHWARTZ *Howard A. Schwartz* 11/30/2011
Name Signature Date

Notice to Proceed
will be granted by
email by LPD PC

Notice to Proceed Date:

11-30-11

Distribution: Consultant, LPA – RC, State Rep., FHWA, LPD PC, NDOR Agreements Engineer, Highway Funds Manager

DR Form 250, October 2010

Exhibit "B"

**Amendment No. 1
EXHIBIT A**

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

A. PROJECT DESCRIPTION

The provided additional scope of services for this project involves engineering and surveying services required to produce and complete final right of way plans for US-30 Drainage Improvement. The tasks include additional survey for right of way services, title research, right of way design, legal descriptions and plan development for necessary temporary construction easements. A public information meeting will also be included to explain the project to all local stakeholders in the project area. Finally, additional design review will take place at all impacted intersections to review the placement of curb ramps to meet ADA guidelines. This review may potentially eliminate approximately 30 temporary easements on the project and minimize construction costs and impacts to residences by reducing the amount of sidewalk replacement at each location.

It is anticipated that the project will require additional services in the following already established major tasks:

- Section 2. Utility Potholing/Survey
- Section 3. Preliminary Plans, Specifications and Estimate
- Section 4. Final Plans, Specifications and Estimate
- Section 6. Project Management and Quality Control
- Section 7. Project Meetings

B. APPLICABLE PUBLICATIONS:

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

1. Right-of-Way Acquisition Guide for Local Public Agencies, Third Edition. NDOR, February 2009.

C. LPA SHALL PROVIDE:

1. The LPA shall provide a certified Right of Way consultant.

D. CONSULTANT SHALL PROVIDE:

Section 2. Utility Potholing/Survey. The following additional tasks are added to this item.

- 2.3 Right-of-Way Survey. The Consultant shall provide the complete Right-of-Way survey, which shall include the locating and/or establishing of land corners, lot corners, and establish coincidence of these corners with the project centerline alignment or coordinate control.

The Consultant shall make sure the survey notes and accuracy are done according to professional land surveying practices, and shall include sufficient data to compute and draft accurate metes and bounds descriptions of Right-of-Way and easement takings for deeds and eminent domain proceedings.

In urban areas, the Consultant shall locate and/or establish block corners or street monuments sufficient to determine existing Right-of-Way limits of the street and to determine existing Right-of-Way limits and direction of intersecting streets. The Consultant shall include the descriptions of each corner, or monument, tie each corner or monument to project centerline or the coordinate control in the survey notes and establish witnesses as necessary under good land survey practices.

The Consultant shall qualify discrepancies or deviations from existing plat data.

The Consultant shall tie the necessary land monuments (section and quarter section

line monuments) to the project's coordinate control or to the survey baseline by station, plus distance right or left to the nearest one-hundredth (0.01) foot.

The Consultant shall furnish a copy of the survey plat in accordance to professional land surveying laws and practices.

Section 3. Preliminary Plans, Specifications and Estimate. The following additional tasks are added to this item.

- 3.5 Construction and Removal. Additional design review will take place at all intersections to review the placement of curb ramps to meet ADA guidelines. This review may potentially eliminate approximately 30 temporary easements on the project and minimize construction costs and impacts to residences by reducing the amount of sidewalk replacement at each location.
- 3.12 Right-of-Way Design Coordination and Plan Preparation. A thorough examination of the City records shall be made for each tract by a Registered Abstracter, 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. 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 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.

Right-of-way plans are to be prepared after final construction plans have been developed. Final construction plans are considered 90% complete; the remaining 10% would be due to any revisions resulting from the right-of-way negotiations. The Consultant shall develop final right-of-way plans for submittal to PS&E.

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.

3.13 Right-of-Way Design. 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 design the new R.O.W. according to these general guidelines:

- a. Thirteen (13) feet behind the back of curb in urban areas or to lateral obstacle clear zone, whichever is greater, with permanent easements (P.E.) and/or temporary easements (T.E.) considered beyond the thirteen (13) foot distance.
- b. Design ROW station break to nearest +05 station and offset to nearest five (5) feet based on project centerline to be used.

The Consultant shall prepare legal descriptions (distances and deflections, no bearings or azimuths) 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. Existing R.O.W.
- b. New R.O.W.
- c. Temporary easements.
- d. Permanent easements.
- e. 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.

Section 4. Final Plans, Specifications and Estimate. The following additional tasks are added to this item.

- 4.12 NDOR Right-of-Way Submittal Revisions. This task includes providing one round of revisions to 7 tracts if during right of way negotiations it is determined that modifications are required to the tract.
- 4.13 Condemnations. If needed, the Consultant will prepare right-of-way condemnation plats including legal descriptions as requested by the RC within ten working days of the request. An estimated 1 condemnation plats will be needed.

The agreement will be supplemented if the number of estimated tracts, revisions or condemnation plats is exceeded. The Consultant is not to perform the work until the agreement is supplemented and notice to proceed is given by NDOR.

Prepare Condemnation Plats/Descriptions. This task outlines the effort involved in preparing and submitting condemnation plats and legal descriptions for specific tracts when requested by the Department of Roads. The plat is a unique plan sheet that shows the condemned tract along with the metes and bounds reflected in the legal description. A reduced drawing of the section(s) and how the tract in question is situated in that section is also included as part of the plat. Emphasis should be made to keep the plats to a manageable size yet easily readable. A CADD file of the condemnation plat and an electronic version of the legal descriptions will also be submitted as part of this task.

Section 6. Project Management and Quality Control. The following additional tasks are added to this item.

- 6.1 Project Management. This task includes additional time and resources to manage the amendment scope of services.
- 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.

Section 7. Project Meetings. The following additional tasks are added to this item.

7.4 Public Involvement.

- a. The Consultant will develop and maintain a database of project stakeholders to include residents, property owners, organizations, agencies, LPA staff and officials, project team members and other parties who may be interested in or impacted by the project. The database shall identify stakeholder names, telephone numbers, addresses, tract numbers, conversation dates and other pertinent information. A copy of the database will be given to the RC upon request. The Consultant will also serve as the point of contact for public involvement and information, and will keep a record of all public contacts and inquiries regarding this project.

- b. Open House (1 Meeting)
The Consultant will schedule, arrange, and facilitate 1 public open house to be held in conjunction with the first plan submittal. The Consultant will draft a newspaper notice of the open house to be reviewed by the RC. The notice of the open house will be published 10 days prior to the event in the Grand Island Independent local newspaper.

During the public meeting, LPA staff and the Consultant will be available to answer questions and receive comments. The Consultant will provide and maintain a sign-in list and comment forms for the open house and prepare a written summation of the oral and written comments received. The Consultant shall provide any necessary follow-up.

- c. Informational Materials
The Consultant will develop an invitation letter to be mailed to all project stakeholders and posted to the LPA's web site. The Consultant shall also develop a project display board for the open house. All informational materials shall be reviewed and approved by the RC prior to printing and distribution.

E. DELIVERABLES: This section has no changes.

F. PROJECT INFORMATION FORMAT: This section has no changes.

G. SCHEDULE: The project schedule update is attached to the change order document.

AMENDMENT NO. 1
Project Cost

Project Name: US-30 Drainage Improvement
Project Number: URR-30-4(158)
Control Number: 40352A
Location (City, County): Grand Island, Hall County
Consultant Project Manager: Steve Irons
Phone/Email: (402) 477-4240 / sironis@erikham.com
LPA Responsible Charge: Scott Gripenstroh
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: November 18, 2011


LPA:

CITY OF GRAND ISLAND

Personnel Classification	Hours	Rate	Amount
Principal	2	\$43.27	\$86.54
Senior Environmental Scientist			
Environmental Scientist			
Senior Engineer/Project Manager	37	\$38.22	\$1,414.14
Project Design Engineer	12	\$34.08	\$408.96
Design CADD Technician	4	\$35.10	\$140.40
Designer/Technician		\$27.00	
Administrative	26	\$17.25	\$448.50
Registered Land Surveyor			
Survey Crew (2)			
Geotech Crew (2)			
TOTAL	81		\$2,498.54

Direct Expenses:	Amount
Subconsultants	\$29,567.36
Printing and Reproduction Costs	
Mileage/Travel	\$110.00
Lodging/Meals	
Other Miscellaneous Costs	
TOTAL	\$29,677.36

Total Project Costs:	Amount
Direct Labor Costs	\$2,498.54
Overhead @ 195.62%	\$4,887.84
Total Labor Costs	\$7,386.38
Fixed Fee @ 13.00%	\$960.22
Direct Expenses	\$29,677.36
PROJECT COST	\$38,023.74


Signature of Responsible Charge

11/20/11
Date

AMENDMENT NO. 1
LPA's Estimate of Hours

LPA

Date: November 18, 2011

PR = Principal	SENG = Senior Engineer	RLS = Registered Land Surveyor
SENV = Senior Environmental Scientist	ENG = Engineer	SUR = Survey Crew (2)
ENV = Environmental Scientist	SDES = Senior Designer/Technician	GEO = Geotech Crew (2)
ADM = Administrative	DES = Designer/Technician	

** For User-Defined Classifications, you will need to edit the Classifications Legend located above. To enter a new classification, replace "UD1" with its abbreviation (ex. GRA) and replace "User Defined 1" with the corresponding title (ex. Graphic Artist). Once the user-definitions are added, they will self populate the Estimate of Hours table, as well as the remaining sheets.

AMENDMENT NO. 1
Labor Rates

Project Name: **US-30 Drainage Improvement**
Project Number: URB-30-4(15B)
Control Number: 40352A
Location (City, County): Grand Island, Hall County
Consultant Project Manager: Steve Irons
Phone/Email: (402) 477-4240 / sironi@ksham.com
LPA Responsible Charge: Scott Griepentrog
Phone/Email: (309) 395-6444 ext. 265 / scobg@grand-island.com
NDOR Project Coordinator: Glen Steffensmeier
Phone/Email: (402) 479-3845 / glen.steffensmeier@nebraska.gov
Date: November 18, 2011

LPA: **CITY OF GRAND ISLAND**

Labor Costs:		Hours	Rate*			Amount
Code	Classification Title		Low	High	Median	
PR	Principal	2			\$43.27	\$86.54
SENV	Senior Environmental Scientist					
ENV	Environmental Scientist					
SENG	Senior Engineer/Project Manager	37			\$35.22	\$1,414.14
PNG	Project Design Engineer	12	\$21.63	\$39.22	\$34.08	\$408.96
SDES	Design CADD Technician	4			\$35.10	\$140.40
DES	Designer/Technician				\$27.00	
ADM	Administrative	26			\$17.25	\$448.50
RLS	Registered Land Surveyor					
SUR	Survey Crew (2)					
GEO	Geotech Crew (2)					
TOTALS		81				\$2,498.54

Overhead Rate** 195.62% Fixed Fee** 13.00%

CLASSIFICATIONS
PR = Principal
SENV = Senior Environmental Scientist
ENV = Environmental Scientist
ADM = Administrative
SENG = Senior Engineer
ENG = Engineer
SDES = Senior Designer/Technician
DES = Designer/Technician
RLS = Registered Land Surveyor
SUR = Survey Crew (2)
GEO = Geotech Crew (2)

* For determining labor rates you may use the Median rates provided or the actual rates provided during the scoping/negotiations meeting from the Consultant. The Median rate is an average of rates for each personnel classification provided by NDOR. Which ever value is used must be placed in the Median column for each classification title to calculate the project cost.

** If no Overhead Rate or Fixed Fee is provided please contact NDOR.

AMENDMENT NO. 1

Direct Expenses

Project Name: US-30 Drainage Improvement
Project Number: URR-30-4(158)
Control Number: 40352A
Location (City, County): Grand Island, Hall County
Consultant Project Manager: Steve Irons
Phone/Email: (402) 477-4240 / siron@kirkham.com
LPA Responsible Charge: Scott Griesenstrom
Phone/Email: (308) 385-5444 ext. 265 / scotig@grand-island.com
NDOR Project Coordinator: Glen Steffensmeier
Phone/Email: (402) 479-3845 / glen.steffensmeier@nebraska.gov
Date: November 18, 2011

LPA:

CITY OF GRAND ISLAND

Subconsultants:	Quantity	Unit Cost	Amount
JEO	1	\$24,067.36	\$24,067.36
Title Company	44	\$125.00	\$5,500.00
Subtotal			\$29,567.36

Printing and Reproduction:	Quantity	Unit Cost	Amount
Half Size Plan Sheets		\$0.10	
Specifications		\$0.05	
Full Size Plan Sheets		\$0.50	
Subtotal			

Mileage/Travel:	Quantity	Unit Cost	Amount
Trip to Grand Island from Lincoln is 200 miles round trip	200	\$0.55	\$110.00
Subtotal			\$110.00

Lodging/Meals:	Quantity	Unit Cost	Amount
Subtotal			

Other Miscellaneous Costs:	Quantity	Unit Cost	Amount
Subtotal			
TOTAL DIRECT EXPENSES			\$29,677.36

2011 Standard Rates			
Type	Rate		
Company Automobile	Prevailing standard rate as established by the IRS, currently \$0.55/mi		
Survey Vehicle	Prevailing standard rate as established by the IRS, currently \$0.535/mi		
Black and White Copies	Actual reasonable cost		
Color Copies	Actual reasonable cost		
Miscellaneous Postage, Mailing, Deliveries Etc.	Actual reasonable cost		
Equipment	Actual reasonable cost		
Privately Owned Vehicle	Actual reimbursement amount to employee, not to exceed rates for company vehicles outlined above		
Automobile Rental	Actual reasonable cost		
Air fare	Actual reasonable cost, giving the State all discounts		
Lodging	Actual cost, (excluding taxes & fees), not to exceed federal GSA reimbursement guidelines, not to exceed \$77 per person daily statewide, not to exceed \$104 in Omaha/Douglas County		
Meals	Actual cost, not to exceed federal GSA reimbursement guidelines, currently		
	Statewide	Omaha/Douglas County	
Breakfast	\$7.00	\$10.00	
Lunch	\$11.00	\$15.00	
Dinner	\$23.00	\$31.00	
Incidentals	\$5.00	\$5.00	
Totals	\$46.00	\$61.00	

RESOLUTION
SUPPLEMENTAL ENGINEERING SERVICES AGREEMENT NO. 1

CITY OF GRAND ISLAND

Resolution No. _____

Whereas: City of Grand Island and Kirkham, Michael & Associates, Inc. have previously executed an Preliminary 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 Kirkham, Michael & Associates, Inc. wish to enter into a Supplemental Preliminary 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 Preliminary Engineering Services Agreement, Supplement Number 1 between the City of Grand Island and Kirkham, Michael & 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: URB-30-4(158)

NDOR Control Number: 40352A

NDOR Project Description: US-30 Drainage Improvements

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 2011-374

WHEREAS, on August 9, 2011, by Resolution 2011-204, the City Council of the City of Grand Island approved an agreement with Kirkham Michael & Associates of Omaha, Nebraska, with JEO Consulting Group, Inc. of Grand Island, Nebraska as a sub-consultant, in the amount of \$99,231.53, to perform design services for the US Highway 30 Drainage Improvement Project; and

WHEREAS, it is necessary to amend the agreement for consulting services to address services for surveying, engineering and preparation of plans and documents required for acquisition of easements; and

WHEREAS, costs of the additional services shall not exceed \$38,023.00; with a total consulting service cost of \$137,254.53.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the amendment to the agreement with Kirkham Michael & Associates of Omaha, Nebraska, with JEO Consulting Group, Inc. 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 20, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
December 14, 2011	☐ City Attorney