



City of Grand Island

Monday, March 26, 2012

Council Session

Item G9

#2012-79 - Approving Supplemental Agreement No. 1 with NDOR and Olsson Associates for Engineering Consulting Services Related to Grand Island Resurfacing - Various Locations

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Scott Griepenstroh, Project Manager

Meeting: March 26, 2012

Subject: Approving Supplemental Agreement No. 1 with NDOR and Olsson Associates for Engineering Consulting Services Related to Grand Island Resurfacing - Various Locations

Item #'s: G-9

Presenter(s): John Collins, Public Works Director

Background

All agreements must be approved by the City Council.

The City and the Nebraska Department of Roads (NDOR) entered into an agreement, which was executed by the City on May 24, 2011 by Resolution No. 2011-125. This agreement specifies the various duties and funding responsibilities of this Federal-Aid project. The agreement requires that NDOR Standards and Specifications are to be used for design, construction inspection and quality control.

On September 27, 2011, by Resolution No. 2011-278 the City entered into an agreement with Olsson Associates for engineering consulting services for the Grand Island Resurfacing – Various Locations project. The work was to be performed at actual costs with a maximum amount of \$169,712.83, plus a fixed-fee-for-profit amount of \$21,274.82, for a total agreement amount of \$190,987.65. The fixed-fee is computed upon the direct labor or wage costs, indirect labor costs, indirect-non-labor costs, and direct payroll additives.

Discussion

The original agreement with Olsson Associates and the City is now being supplemented to allow for the following additional services.

- Right-of-Way (ROW) design services
- Coordination with Union Pacific Railroad (UPRR)
- Design for full depth replacement at determined locations
- Seeking of Design Standards Relaxation.

During negotiation of the original agreement with Olsson Associates, it was not feasible to determine the extent of easement acquisition needed for reconstruction of sidewalk curb ramps to be in compliance with Americans with Disabilities Act (ADA) standards. Preliminary design has progressed sufficiently that the number and sizes of easements required is now known.

When the original scope of services was developed, it was anticipated that resurfacing work would not occur within 25' of the UPRR tracks on Broadwell Avenue. It was recently determined that it will be necessary to perform resurfacing work within 25' of the tracks, and therefore agreements with UPRR must be executed and special provisions drafted to require the contractor to meet railroad requirements.

Olsson Associates conducted analysis of the existing pavement and subgrade to determine if resurfacing would be sufficient to achieve adequate pavement performance. It was determined that pavement on the southern 300' of the Independence Avenue location, Walnut Street to Wheeler Avenue on First Street, and Pine Street to Sycamore Street on First Street will need to be replaced entirely.

On streets that do not have curb and gutter, the minimum design standards as per the Rules and Regulations of the Board of Public Roads Classifications and Standards require construction of 8' wide shoulders. On the Independence Road, South Blaine Street and North Road sections, there is not sufficient right of way to meet this standard; therefore Olsson Associates will seek a design relaxation.

The original agreement is amended and the fixed-fee-for-profit is increased from \$21,274.82 to \$24,072.82, an increase of \$2,798.00. Actual costs are increased from \$169,712.83 to \$199,201.83, an increase of \$29,489.00. The total agreement amount is increased from \$190,987.65 to \$223,274.65, an increase of \$32,287.00 which the Consultant must not exceed without the prior written approval of the LPA. The City's estimated share will increase from \$38,197.53 to \$44,654.93, an increase of \$6,457.40.

Olsson Associates is currently seeking environmental clearance and developing plans and specifications. Construction is scheduled to start in the fall of 2013.

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 a resolution authorizing the Mayor to sign the Supplemental Agreement No. 1.

Sample Motion

Move to approve the resolution.

SUPPLEMENTAL AGREEMENT #1
PRELIMINARY ENGINEERING/NEPA DOCUMENTATION SERVICES

CITY OF GRAND ISLAND, NEBRASKA
OLSSON ASSOCIATES, INC.
PROJECT NO. URB-5409(2)
CONTROL NO. 42706
GRAND ISLAND RESURFACING – VARIOUS LOCATIONS

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 Olsson Associates, Inc., hereinafter referred to as the "Consultant."

WHEREAS, the Consultant and the LPA entered into Engineering Agreement, BK1184, executed by the Consultant on September 19, 2011 and executed by the LPA on September 27, 2011, hereinafter referred to as the "Original Agreement", providing for preliminary engineering and NEPA documentation services for Project No. URB-5409(2), and

WHEREAS, it is necessary that additional ROW and design services, 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-5409(2), as evidenced by the Resolution of the LPA dated the _____ day of _____, 2012, 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 March 5, 2012 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, 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 \$21,274.82 to \$24,072.82, an increase of \$2,798.00. Actual costs are increased from \$169,712.83 to \$199,201.83, an increase of \$29,489.00. The total agreement amount is increased from \$190,987.65 to \$223,274.65, an increase of

\$32,287.00 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

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Consultant Work Order
(Local Projects)

| | | | |
|---|--|--|----------------------|
| Project No.: URB-5408(2) | | Control No.: 42706 | |
| Consultant (Name and Representative) Olsson Associates | | Agreement No.: 1 | Work Order No.: 1 |
| LPA (Name and Representative) City of Grand Island | | Constr. Change Order No.: (if applicable) NA | |
| <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) Original scope of services assumed no ROW taking or easements would be need for this project. Additional ROW services include title researches, additional survey for property pins, additional ROW base development, ROW/Easement design, ROW plan development (18 sheets), Fee Taking/ROW descriptions and exhibits (3 Tracts), Temporary Easement/ROW descriptions & exhibits (49 Tracts), ROW cost estimate and ROW encroachment documentation. Additional Design Services include additional project management (8 additional months), design standards relaxation documents, design of full depth replacement on 1st Street and Independence and railroad coordination.</p> | | | |
| Work Title | | Summary of Fee | |
| Additional ROW & Design Services | | A. Total Direct Labor Cost | = 7,931.00 |
| | | B. Overhead (Factor * x A) | = 13,768.00 |
| | | C. A + B | = 21,699.00 |
| | | D. Profit/Fee (Factor ** x C) | = 2,798.00 |
| | | E. Direct Non-Labor Cost | = 7,800.00 |
| *Overhead Factor: | | 173.47% | |
| **Profit/Fee Factor: | | 12.90% | |
| Total Fee Notes: See Attached Documents. | | F. Subconsultant Services | = 0.00 |
| | | TOTAL FEE: C + D + E + F | = \$32,287.00 |
| | | <input type="checkbox"/> ESTIMATED TOTAL FEE: | |
| | | <input checked="" type="checkbox"/> FINAL TOTAL FEE: | |

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

Consultant:

Matt Rief
Name
Signature
2-22-12
Date

LPA:

Scott A. Garenwestrich
Name
Signature
2/24/12
Date

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

Glenn Steffen
Name
Signature
3-1-12
Date

FHWA:

Richard A. Schmitt
Name
Signature
3/5/12
Date

Notice to Proceed Date:
3-5-12

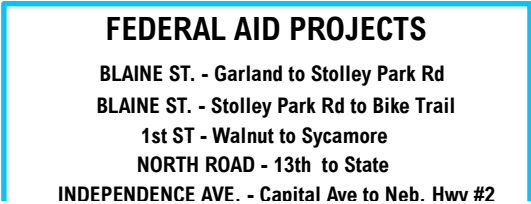
Notice to Proceed will be granted by email by LPD PC.

Distribution: Consultant, LPA – RC, State Rep, FHWA, LPD PC, NDOR Agreement's Engineer, Highway Funds Manager

DR Form 250, October 2010

Exhibit "B"

[illegible]



RESOLUTION 2012-79

WHEREAS, on May 24, 2011, by Resolution No. 2011-125 the Grand Island City Council approved entering into an agreement with the Nebraska Department of Roads for the Grand Island Resurfacing – Various Locations project to specify the various duties and funding responsibilities of this Federal-Aid project.; and

WHEREAS, on September 27, 2011, by Resolution No. 2011-278 the Grand Island City Council approved entering into an agreement with Olsson Associates for engineering consulting services for such project; and

WHEREAS, the work was to be performed at actual costs with a maximum amount of \$169,712.83, plus a fixed-fee-for-profit amount of \$21,274.82, for a total agreement amount of \$190,987.65, and

WHEREAS, the original agreement is now being supplemented to allow for additional Right-of-Way (ROW) and design services, which were not contemplated in the original agreement; and

WHEREAS, the original agreement is amended and the fixed-fee-for-profit is increased from \$21,274.82 to \$24,072.82, an increase of 2,798.00. Actual costs are increased from \$169,712.83 to \$199,201.83, an increase of \$29,489.00. The total agreement amount is increased from \$190,987.65 to \$223,274.65, an increase of \$32,287.00; and

WHEREAS, the City's share for preliminary engineering, right-of-way, utilities and construction engineering costs for this project are estimated to be \$44,654.93; and

WHEREAS, Supplemental Agreement No. 1 to the original agreement with Olsson Associates is required to proceed with this project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Supplemental Agreement No. 1 with Olsson Associates for engineering consulting services related to Grand Island Resurfacing – Various Locations is hereby approved.

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

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Adopted by the City Council of the City of Grand Island, Nebraska, March 26, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk