

# 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.

# 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

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

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

the Original Agreement, WHEREAS, it is necessary that additional ROW and design services, be added under this supplemental agreement, and not contemplated

supplemental agreement for the additional work necessary to WHEREAS, it is necessary to increase the Consultant's compensation by this complete the project, and

designation WHEREAS, ರ್ಷ it is the URB-5409(2), desire of the LPA that the project be constructed under the as 2012, evidenced attached and identified as by the Resolution of the **EXHIBIT** "A" LPA dated the and made

follows NOW THEREFORE, in consideration of these facts, ŧ Consultant and LPA agree ထ

part

agreement, and

performed by perform the additional work through SECTION 1 not eligible for reimbursement Consultant on the project prior to the date specified in the written Notice-to-Procee A Written Notice-to-Proceed was issued to the Consultant on March 5. Consultant Work Order 1. Any additional work or services 2012

\$32,287.00 which the Consultant must not exceed without the prior written approval of the total agreement amount is increased from \$190,987.65 to the fixed-fee-for-profit is increased from \$21,274.82 to SECTION 3 1, which is attached as Exhibit "B" Original Agreement and, except as specifically amended by this supplemental agreement, all are increased from \$169,712. For the work required, Consultant will be Consultant will perform the and hereby made a part of this supplemental agreement paid the additional fee Section 7 83 to \$199,201.83, additional work stipulated of the Original Agreement is \$24,072.82, \$223,274.65 on the same terms an increase of \$2,798.00 in Consultant Work an increase hereby amended stipulated in the

Consultant on September 19, 2011 and executed by the LPA on September 27, 2011 shall remain in full force and effect and conditions of the Original Agreement on Project No. URB-5409(2), executed by the

proper officials thereunto duly authorized as of the dates below indicated IN WITNESS WHEREOF, the parties have caused these presents to be executed by their

state that I am authorized to sign this agreement for the firm After being duly sworn on oath, I do hereby acknowledge the foregoing certification and

	Date
	STATE OF NEBRASKA DEPARTMENT OF ROADS Form of Agreement Approved for Federal Funding Eligibility:
	Clerk
_, 2012.	Subscribed and sworn to before me thisday of
	Mayor
!>	EXECUTED by the LPA this day of 2012. CITY OF GRAND ISLAND Jay Vavricek
	Notary Public
, 2012.	Subscribed and sworn to before me thisday of
	STATE OF NEBRASKA )  DOUGLAS COUNTY )
·	OLSSON ASSOCIATES, INC. Randall J. Kaster, PE
, 2012.	EXECUTED by the Consultant this day of

Various Locations

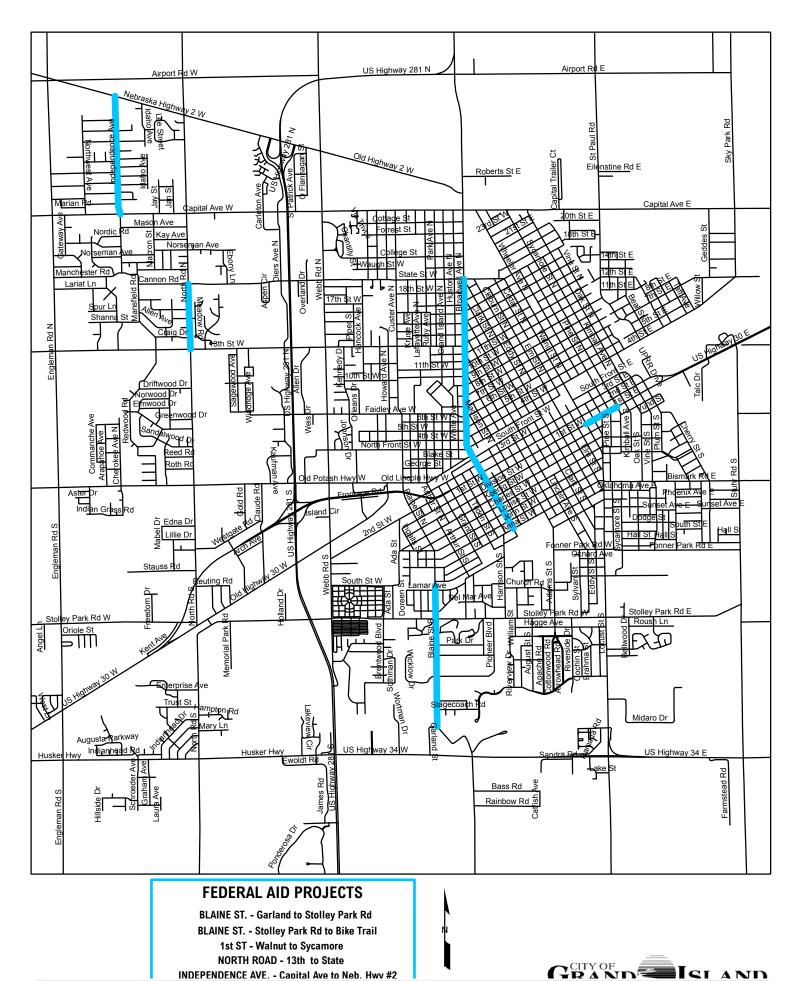
Grand Island

# Consultant Work Order (Local Projects)

Cliscon Associations  Obseron Associations  Chy of Grand Island  All parties agree the following described work needs to be periormed 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 promoned florates concur and hereby give notice to proceed based on the following: justification to modify promoned florates across of sevices, deliverables, schodule, and estimated total fee. All other terms of existing agreements and at a dutine supplement to the genement (indicated above).  Indication to modify premoned florates across of sevices assumed no ROW lasting or assements would be need for this project. Additional NoW Easement design, ROW band development (18 sheets); 4 Ferror Row (18 sheets); 5 Ferror Row). Tracts (18 sheets); 6 Ferror Row) project management (28 additional project management (28 additional months); design standards relaxation documents, design of full depth replacement on 1st Street and Row across-threat documentation.  Summary of Fee and realized additional Row cost estimate and Row across-threat documentation.  Work Titleo  Work Order Authorization – May be granted by email and attached to this document.  Signature  Total Fee Notes: See Nuclea of Commins.  Work Order Authorization – May be granted by email and attached to this document.  Signature  Signature  LED PC (for Proliminary Engipreering) and State Rop. (for Construction Engineering):  Witch Holes of Septiments of Commins of Commins of Consultants.  Signature  10 Septiments of Commins of Commins of Consultants.  Signature  11 State of Consultants.  Summary of Fee and 222-72  2124/2  Work Order Authorization – May be granted by email and attached to this document.  Signature  Signature  Signature  12 Septiments.  Summary Septiments.  Summary of Fee and 222-72  212 4/12  Work Order Authorization – May be granted by email and attached to this document.  Signature  Signature  Consultants.  Signature  Signature  Signature  Signature  Signatur	URB-5409(2) 42706 Consultant: (Name and Representative) Agraement No.: Work Order No.:	Agidenien No.		LPA: (Name and Reprosentative)   Constr. Chango Order No.: (If applicable		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.	Judification to modify agraement: (Indudo scope of services, deliverables, and schedule) Original scope of services assumed no ROW laking or eassements would be need for this project. Additional ROW services Include title researches, additional survey for property pins, additional ROW base development, ROW services Include title researches, additional survey for property pins, additional ROW base development (18 sheets). Fee Taking/ROW descriptions and exhibits (3	Tracts), Temporary Easement/ROW descriptions & exhibits (49 Tracts), ROW cost estimate and ROV	encroachment documentation. Additional Design Services include additional project management (8 additional	months), design standards relaxation documents, design of full depth replacement on 1 <sup>st</sup> Street an Independence and railroad coordination.		Total Direct Labor Cost =	B. Overhead (Factor *x A)	C. A+B	ProfitFee (Factor ** x C)	173.47% E. Direct Non-Labor Cost	12.90% F. Subconsultant Services =	TOTAL FEE: C+D+E+F	[] ESTIMATED TOTAL FEE:	⊠ FINAL TOTAL FEE:		Market Signature 2-22-1	Signature 2124/1	ing) and State Rop. (for Construction Engineering):  6/en Stethersmoth 3-1-12	Signatura	Namo	Name St. H. M. C. Sepanne Sheet Shee	Signatura  State  State
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Exhibit "B"

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#### 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 Gra	and Island, Nebraska, March 26, 2012.
Attest:	Jay Vavricek, Mayor
RaNae Edwards, City Clerk	_