

JAVA Resolution 10-0408-04



JAVA

Joint Antelope Valley Authority

WHEREAS, the Joint Antelope Valley Authority (JAVA), a joint administrative entity created under the Nebraska Interlocal Cooperation Act (Neb. Rev. Stat. § 13-801 et. seq.) by agreement of April 15, 2000 as amended (JAVA Interlocal Agreement) between the Board of Regents of the University of Nebraska, a public body corporate and governing body of the University of Nebraska (University), the City of Lincoln, Nebraska, a municipal corporation (City), and the Lower Platte South Natural Resources District, a political Subdivision of the State of Nebraska (LPSNRD) is now implementing under the JAVA Interlocal Agreement the Phase One Priority Projects of Antelope Valley Amended Draft Single Package; and

WHEREAS, JAVA has previously approved by-laws, administrative resolution, policies and guidelines for the implementation of the Phase One Priority Projects.

NOW THEREFORE, be it resolved by the Administrative Board of the Joint Antelope Valley Authority as follows:

1. The Chair is hereby authorized to execute and approve Amendment 7 to the Professional Services contract with Parsons Brinckerhoff (PB Americas, Inc.) according to the terms of the original contract approved by JAVA resolution 03-0911-03 and as amended in JAVA Resolutions 04-0916-05, 06-0810-05, 07-0412-03, 08-0222-06, 08-0612-03; and 09-0514-03 and to administer the same including executing the necessary forms, approvals and documents contemplated therein for the continued Program Management Services, P Street and Q Street Bridges and Roadways Construction Phase and Technical Support Services, Big T Roadway, Bridges and Landscaping Projects, Construction Phase and General Technical Support Services for O Street Bridge and Roadway, 21st to 23rd Street; East Leg Bridge and Roadway; North South Roadway Vine to Y Street; J Street Bridge; and N Street Utilities; Lewis Fields Parking Lot to administer the same including executing the necessary forms, approvals and documents contemplated therein for the continued Program Management Services involving the Replatting of Antelope Valley Projects Right-of-Way and Other Properties and General Construction Phase and General Technical Support Services for Upcoming Projects that complete the Phase I Priority Projects; Construction Phase and General Technical Support Services for North South Roadway P to Vine Roadway and Landscaping; North South Roadway Vine to Y Landscaping; and East Leg Landscaping; planning/coordinating final design engineering and related services to implement design for completion of the Phase I Priority Projects specifically including: North South Roadway P to Vine Roadway and Landscaping; North South Roadway Vine to Y Landscaping; and East Leg Landscaping; and in addition
**Project-Specific Construction Phase and Technical Support Services – K Street Improvements
17th Street to 22nd Street Project**
all as more particularly described in the scope of services in Exhibit A to the Attached Agreement and other related services as described.
2. JAVA has chosen to proceed with constructing the K Street Improvements 17th Street to 22nd Street Project under the project designation of Project No. 880115 / City of Lincoln No. 780115, and has requested the Consultant provide a staffing plan for this Project using non-Federal aid monies to fund the construction and construction management work required for this Project but will follow procedures as if Federal-aid would be applied;
3. Written amendments to the contract in excess of \$50,000 are subject to approval of the Board; provided that the board shall receive timely reports of all amendments on an ongoing basis regardless of the amount showing the net change for each and a cumulative total of all changes as compared to the original contract amount.
4. The authorized amount for this Amendment 7 is \$150,393.26. The total authorized amount of the Original Agreement and Amendments 1 through No. 6 was \$13,347,624.36, which included costs of \$12,698,806.11 and a fixed-fee-for-profit of \$648,818.24. With this Amendment 7 the total authorized amount of the Original

Agreement and through Amendment 7 is \$13,498,017.61, which includes costs of \$12,840,373.50 and a fixed-fee-for-profit of \$657,644.11.

5. Accordingly, the expenditure and allocating of JAVA funds for such purposes is hereby authorized. It is recognized that the additional work will require an increase in the maximum limiting amount as provided in the original agreement (03-0911-03) as amended. It is anticipated that additional funds will need to be allocated for work efforts when the current authorized appropriation nears depletion.
6. The requirements of the By-Laws of the board are hereby incorporated into this approval and the JAVA board does hereby grant final approval of the amendment to the contract as in conformance with all applicable requirements of the board.
7. The same shall be effective April 08, 2010 and shall be kept on file with the official records of the Authority as provided in the by-laws.

Dated this 8th Day of April 2010.

Introduced by:

Jackson

Approved by Unanimous Vote of Johnson, Jackson, and MacLean after public hearing on this 8th day of April 2010.

Signed:

Christine Jackson
Vice Chairperson

Joint Antelope Valley Authority

Glenn Johnson
Glenn Johnson, Chairperson

Approved as to form and Legality

Joel D. Pedraza
Legal Counsel