

RESOLUTION NO. R26-53

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AMENDMENT NO. 1 TO THE ENGINEERING SERVICES AGREEMENT WITH HDR ENGINEERING, INC. IN THE AMOUNT NOT TO EXCEED \$90,749.40 FOR RIGHT-OF-WAY ACQUISITION SERVICES FOR THE 8TH STREET AND 12TH AVENUE INTERSECTION PROJECT; A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

WHEREAS, City of Columbus entered into an engineering services agreement with HDR Engineering, Inc. for design phase services via Resolution No. R25-26 on April 21, 2025; and

WHEREAS, scope of services in Amendment No. 1 to the engineering services agreement was reviewed and negotiated between the City of Columbus and HDR Engineering, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that Amendment No. 1 to the engineering services agreement with HDR Engineering, Inc. in the amount not to exceed \$90,749.40 for right-of-way acquisition services for the 8th Street and 12th Avenue intersection project, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and the mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

This resolution shall repeal all resolutions or portions thereof in conflict herewith.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2026.

MAYOR

APPROVED AS TO FORM:

ATTEST:

CITY ATTORNEY

CITY CLERK



Accountability - Dedication
Honesty - Integrity - Respect

MEMORANDUM

DATE: April 1, 2026
TO: Tara Vasicek, City Administrator
FROM: Richard J. Bogus, City Engineer
RE: Amendment No. 1 Engineering Services Agreement
8th Street and 12th Avenue Intersection Design

RECOMMENDATION:

I recommend approval and signing of Amendment No. 1 to the Engineering Services Agreement with HDR Engineering, Inc. in the amount of \$90,749.40 for right-of-way acquisition services for the 8th Street and 12th Avenue Intersection project.

DISCUSSION:

The amendment is for right-of-way land acquisition services in support of the project to construct a roundabout at the intersection of 8th Street and 12th Avenue. Services include landowner outreach, communications, and negotiations; title reports by a registered abstractor; appraisals data and preparation; landowner in person meetings; relocation study and assistance from Midwest Right-of-Way Services; and project management.

For the purposes of a roundabout, there are 6 total properties of which 3 are total takings, one partial taking, one permanent easement and one temporary easement. The City of Columbus will be responsible for payment for property acquisition costs and relocations. Barring any need for condemnation proceedings, the acquisition services are planned to be completed by September 2026. Relocation efforts may exceed this date. These services do not include demolition or site preparation. The Engineering Department will provide tract maps, legal descriptions, and legal and surveying services.

FISCAL IMPACT:

\$90,749.40 part of 2025-2026 Budget CIP 25-35 in the amount of \$1,000,000. The agreement with this amendment amount is \$240,744.40 which was partial paid from last fiscal year budget CIP.

ALTERNATIVE:

Do not approve.

SIGNATURE:

By: Richard J. Bogus

Approved By: [Signature]

AMENDMENT #1 TO AGREEMENT
FOR
ENGINEERING SERVICES

WHEREAS:

HDR ENGINEERING, INC. ("HDR") entered into an Agreement on April 21, 2025 to perform engineering services for The City of Columbus ("OWNER") for the 8th Street & 12th Avenue Intersection Design Project.

OWNER desires to amend this Agreement in order for HDR to perform services beyond those previously contemplated;

HDR is willing to amend the agreement and perform the additional engineering services.

NOW, THEREFORE, HDR and OWNER do hereby agree:

The Agreement and the terms and conditions therein shall remain unchanged other than those sections and exhibits listed below;

Section I shall be amended to include the additional services detailed in Attachment A to this Amendment.

Section IV shall be amended to increase the maximum-not-to-exceed contract fee by \$90,749.40 as shown in Attachment. HDR's revised maximum fee shall be \$240,744.40.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year written below:

HDR ENGINEERING, INC. ("HDR")

City of Columbus ("OWNER")

By: Ann Williams

By: _____

Title: Sr Vice President

Title: _____

Date: 03/30/2026

Date: _____

APPROVED AS TO FORM
BY _____
CITY ATTORNEY

**ATTACHMENT A
Amendment 1**

8th Street & 12th Avenue Intersection Design

PROJECT DESCRIPTION:

HDR Engineering, Inc. (*Consultant*) has been selected by the City of Columbus (*City*) to provide Right of Way (ROW) services for the 8th Street and 12th Avenue intersection.

SCOPE OF SERVICES:

PROJECT TASKS - ROW SERVICES:

The following is a detailed description of the services to be performed as a part of this agreement.

A. PROJECT MANAGEMENT, COORDINATION AND QC

1 Project Management. *Consultant* will provide overall project management including monthly progress reports and invoicing, monitoring project progress, and assigning appropriate personnel to meet the agreed upon schedule.

F. ROW SERVICES

Approach

HDR provides a full suite of land rights services in support of transportation projects. Serving as a common thread throughout the development and construction of the Project, HDR's Right of Way team will participate as a trusted partner in coordinating landowner outreach, communications, and negotiations for land rights. As the project's land rights needs are identified, HDR staff will work closely with the City of Columbus project management team to confirm specific acquisition strategies and guidelines which will lead to a timely and successful land rights acquisition program.

HDR places a high priority on ensuring that the ROW Manager and ROW Agent assigned to the project team remain available throughout the project's progression of activities, including public meeting venues, Right of Entry (ROE,) and ROW negotiations. It is important that in the early stages of the project, the affected landowners are introduced to the ROW staff members that they will ultimately be working with throughout the course of the project, and that clear paths of communication between the parties are established.

For the Project, HDR has dedicated the project team to include Mr. Shelby Mayash as ROW Manager, along with confirming the availability of experienced ROW Agents. Mr. Mayash has extensive experience in land rights acquisition campaigns for transportation corridors. Todd Muehlich will undertake easement-related ROW activities throughout the course of the project, including negotiation and acquisition efforts. Todd has extensive experience in ROW acquisitions for multiple project types and recently completed acquisition efforts in Sarpy, Dodge, and Douglas Counties.

By dedicating ROW staff to the project, an opportunity will exist for field staff and landowners to develop productive working relationships that will provide an environment which will support a successful land rights acquisition program. In addition to the goals related to the initial construction of the project, it is important for the field staff to work in building landowner expectations for the long-term relationship between the landowners and the partners of the Project, which will extend throughout the various operations and maintenance activities for the Columbus public works department.

Title

HDR has teamed with Nebraska Title to provide title reports for the project. Vesting title research will be performed by a Registered Abstractor in the state of Nebraska. HDR will closely track title related activities and deliverables to maintain the established project schedule and expectations of the project team. HDR will provide closing services and title insurance for the three (3) fee purchase properties via our subconsultant Nebraska Title up to \$1000/each.

Assumptions:

- 6 tracts of property will require title reports
- Closing Costs and Title Insurance for up to 3 fee purchase properties

Appraisal

HDR has teamed with Kubert Appraisal Group to develop the requisite valuation data that will support the good faith offer to the affected landowners. It will be important that the valuation data is developed and reported through established industry standards, and likewise that the ROW Agent(s) are well versed in the appraisal data and prepared to explain and discuss the salient facts within the appraisal data with the respective landowners. Prior to advancing appraisal assignments, the City of Columbus Project Team and HDR ROW Manager will confirm the established Appraisal Guidelines currently being utilized by the City.

Through their thorough understanding of the appraisal data and their ability to discuss same with landowners, the ROW Agent(s) will establish credibility for the compensation being offered and demonstrate the high priority that the City of Columbus places on treating affected landowners fairly and in good faith. Real property valuation data will be developed by certified Licensed Appraisers.

Assumptions:

- 6 tracts will require appraisal valuations

Acquisitions / Negotiations

In advance of the formal land rights acquisition process, the entire project team for the City of Columbus and HDR will confirm the acquisition strategies and guidelines to be followed for the project. These strategies will not only include statutory requirements but will extend beyond the minimum standards in order to demonstrate the high value placed on landowner relations.

As ROW field staff participate in the typical “kitchen table meetings” with the landowners, and when appropriate, the Agent will communicate the discussion details back to the ROW Manager for further discussion. The goal of the landowner meetings will be to fully introduce the project, confirm communication paths, demonstrate the elements of the good faith offer, glean specific details into current operations and use of the property including tenancies, and discuss restoration and damage settlement matters, while working to fully understand the landowner’s perceptions, comments and concerns regarding the project. These landowner contacts will be focused on providing a full complement of good faith negotiations.

The essence of landowner contacts throughout the course of the project will be memorialized through detailed log entries completed by HDR’s ROW field Agent(s).

As land rights acquisitions advance, it is critical that the project team continue to reinforce the paths for communication both with the landowners, and internally among the various team members.

Assumptions:

- 2 tracts of property will have easement acquisition efforts scoped
- 1 tract of property will have Right of Way acquisition efforts scoped
- City of Columbus will be responsible for payment to owner for acquisition costs

Relocation

HDR has teamed with Midwest Right of Way to support relocation efforts for the project. Midwest ROW’s experienced relocation agents will perform the relocations for this project as a subconsultant to HDR.

Midwest Right of Way Services’ relocation agents will provide relocation assistance and advisory services in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the Nebraska Relocation Assistance Act. The relocation agent will meet with the Agency and coordinating project leads to review the program and discuss the scope of work before beginning activities relating to relocation assistance. They will follow the general procedures, provide services, create and maintain records, and submit reports and status reports as required. The tasks involved with relocation activities include initial interviews with displacees,

preparation of studies, presentation of offers, inspecting replacement properties, attending closings, monitoring moves, processing and reviewing claims, and providing advisory services.

Estimated Timeframe for the Relocation Process

Task	Estimated Timeframe for Completion	Notes
Title Report Ordered	2 – 4 weeks	The title report and appraisal report will be requested simultaneously.
*Appraisal Report Requested Initial Interview with Property Owner	*4 – 8 weeks	*Midwest ROW will accompany the appraiser to view the subject property for the appraisal report. At the appraisal inspection, Midwest ROW will meet with the property owner for the initial interview and personal property inventory. Potential concerns and delays will be identified at this meeting. For example – Is the property tenant occupied? If so, the owner will be entitled to relocation benefits, and the proposal will have to be amended to account for the additional relocation. If the property has a mortgage, are the owners in a position to obtain financing for the replacement.
Completion of the Relocation Study	2 – 3 weeks	Upon receiving the completed appraisal report, Midwest ROW will compile the relocation study. The study will be based on the information gathered at the initial interview, the subject property appraisal report and current real estate market.
Agency/Client review of Appraisal Report & Relocation Study	3 – 5 days	The appraisal report along with the relocation study will be forwarded to the agency/client for review and approval.
Offer presented to Property Owners		Midwest ROW will schedule a meeting with the property owner to present the (appraised) offer and relocation assistance amounts. Midwest ROW will continue to offer and provide advisory services.
Acquisition Contract Signed and Search for a Replacement Property	4 – 12 weeks	After the acquisition contract is signed, the owner will search for and identify a replacement property. Midwest ROW will consistently provide advisory services and guidance throughout the entire process to assist in a smooth and expeditious transition. After a replacement property is identified, the closing date is approximately 45 – 60 days out.

Assumptions

- 3 tracts of property will have relocation efforts scoped
- City of Columbus will be responsible for payment to owner for relocation

**Road Design - 8th Street and 12th Avenue
Columbus Nebraska
Amendment 1**

HDR STAFF HOUR TABULATION

TASK	Principle	PM	ROW Manager	ROW Agent	Project Controller	TOTAL
F. PROJECT MANAGEMENT, COORDINATION AND QC						
A.1 Project Management	2	16			4	22
F. ROW Services			8	72		80
						0
						0
TOTAL HOURS	2	16	8	0	72	102

TOTAL HOURS	2	16	8	0	72	4	102
-------------	---	----	---	---	----	---	-----

HDR FEE SUMMARY

I. Estimated Direct Labor

HDR CLASSIFICATION	TOTAL HOURS	HOURLY RATE	DIRECT LABOR COST
Principle	2	\$120.10	\$240.20
PM	16	\$69.95	\$1,119.20
ROW Manager	8	\$58.39	\$467.12
ROW Agent	72	\$56.62	\$4,076.64
Project Controller	4	\$58.88	\$235.52
TOTAL DIRECT LABOR COST	102		\$6,138.68

II. Combined Overhead and Facilities Cost of Capital (Prime Only)

I.A. Payroll Burden and OH Costs (Prime Only)	Overhead = 161.23%	\$9,897.39
I.B. Facilities Cost of Capital	FCOC % of Direct Labor 0.53960%	\$33.12
		<u>Subtotal</u> \$9,930.51

III. Direct Project Expenses

	QUANT	UNIT	UNIT COST	TOTAL COST
Mileage	2000	miles	\$0.73	\$1,450.00
Deed Transfer	3		\$184.00	\$552.00
Closing Cost	3		\$1,000.00	\$3,000.00
Easement/ROW Deed	3		\$64.00	\$192.00
				\$0.00
TOTAL ESTIMATED DIRECT EXPENSE				5,194.00

IV. Estimated Actual Costs (I + II + III), Rounded

21,263.19

V. Fixed Fee (Prime Only)

12% x (I + IIA)	\$1,924.33
Less FCOC (IIB)	\$33.12
	<u>Fixed Fee Total</u> 1,891.21

VI. Subconsultant Expenses

Nebraska Title	\$1,815.00
Kubert Appraisal	\$13,805.00
Midwest ROW	\$51,975.00
TOTAL SUBCONSULTANT EXPENSES	<u>Subtotal</u> 67,595.00

VII. Cost Plus Fixed Fees Agreement Total (IV + V + VI + VII)
(Maximum Amount Payable)

90,749.40