Agenda Item: 9.

MEMORANDUM

To: Programs, Projects, and Operations Subcommittee

Subject: Platte River Trail, Phase 1 (MOPAC Trail) Construction Engineering Services Agreement Supplement No. 2

Date: February 27, 2017

By: Eric Williams, Natural Resources Planner

This resolution is for the Board to authorize the General Manager to execute the attached Construction Engineering Services Agreement, Supplement No. 2.

NDOR has prepared a supplement to the original agreement after a scope of services and proposed fee schedule (included in the agreement) were negotiated with Ehrhart Griffin & Associates (EGA). NDOR staff assisted with reviewing cost estimates prepared by EGA, and this supplement was drafted following P-MRNRD approval of the Consultant Work Order.

Agreement costs will increase from $394,848.00 to $406,320.57, or an increase of $11,472.57. The increase in costs is described on the CWO as, “Construction closeout tasks were undefined when contract hours were calculated, and grossly underestimated.” Work to complete filing of the close out documentation will begin as soon as this resolution is executed, and is expected to be finalized within a few weeks.

- It is recommended that the Subcommittee recommend to the Board that the Board adopt the resolution authorizing the General Manager to execute the attached Supplemental Agreement No. 2 between the District and Ehrhart Griffin & Associates for Construction Engineering Services for the Platte River Trail, Phase 1 (MoPac Trail) for an increase in costs not-to-exceed $11,472.57.
STATE OF NEBRASKA
DEPARTMENT OF ROADS
PLANS FOR CONSTRUCTION
PLATTE RIVER TRAIL,
PHASE 1
SARPY COUNTY

CONVENTIONAL SIGNS

R.O.W. LEGEND

REFERENCE POST NO.  TO REFERENCE POST NO.

TOTAL NET LENGTH OF PROJECT: 2,171.33 FEET  4.07 MILES

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
FUND OVERSIDED PROJECT
SUPPLEMENTAL AGREEMENT # 2

PAPIO MISSOURI NATURAL RESOURCE DISTRICT
ENRARDT GRIFFIN & ASSOCIATES
PROJECT NO. STPB-77(49)
CONTROL NO. 22191
PLATTE RIVER TRAIL, PHASE 1

THIS SUPPLEMENTAL AGREEMENT is between the Papio Missouri River Natural Resource District ("LPA") and Enhardt Griffin & Associates ("Consultant"), collectively referred to as the "Parties".

WHEREAS, Consultant and LPA entered into an agreement ("Original Agreement") BK1308 and Supplemental Agreement #1 providing for Consultant to provide Construction Engineering for LPA’s Federal Aid project, and

WHEREAS, it is necessary that additional construction closeout tasks be added under this Supplemental Agreement, and

WHEREAS, it is necessary to increase Consultant’s compensation by this Supplemental Agreement for the additional work necessary to complete the project.

WHEREAS, it is the desire of LPA that the project be constructed under the designation of Project No. STPB-77(49), as evidenced by the Resolution of LPA, attached as EXHIBIT "A" and incorporated herein by this reference, and

NOW THEREFORE, in consideration of these facts and mutual promises, the Parties agree as follows:

SECTION 1. SCOPE OF SERVICES

Consultant will perform the additional work as set out in in Exhibit "B" Consultant Work Order 4, attached and incorporated herein by this reference.

SECTION 2. NOTICE TO PROCEED AND COMPLETION SCHEDULE

LPA issued Consultant a written Notice-to-Proceed on February 13, 2017. Any 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.

Consultant will complete all work stipulated in the Original Agreement, Supplemental Agreement(s) #1, and this Supplemental Agreement by June 21, 2017.

SECTION 3. FEES AND PAYMENTS

For the work required, SECTION 9 FEES AND PAYMENTS of the Original Agreement, as amended in supplement(s) #1, is hereby further amended in accordance with Exhibit "B" so that the fixed-fee-for-profit is increased from $35,410.82 to $36,640.03, an increase of $1,229.21. Actual costs are increased from $359,437.18 to $369,680.54, an increase of $10,243.36. The total agreement amount is increased from $394,848.00 to $406,320.57, an increase of $11,472.57 which Consultant must not exceed without the prior written approval of the State.
SECTION 4. ENTIRE AGREEMENT

The Original Agreement, any and all other previous supplements thereto, and this Supplemental Agreement, constitute the entire agreement ("The Agreement") between the Parties. The Agreement supersedes any and all other previous communications, representations, or other understandings, either oral or written; all terms and conditions of the Original Agreement and all previous supplements thereto, to the extent not superseded, remain in full force and effect, and are incorporated herein as if set forth in their entirety.

SECTION 5. CONSULTANT CERTIFICATION AND REAFFIRMATION

The undersigned duly authorized representative of Consultant, by signing this Supplemental Agreement, hereby reaffirms, under penalty of law, the truth of the certifications set out in the Original Agreement and all Supplements thereto, including this Supplement. Further, Consultant has a duty to inform LPA of any material changes in the accuracy of all assertions set out in the Original Agreement and all Supplements thereto.

SECTION 6. CERTIFICATION OF LPA

By signing this Supplemental Agreement, I do hereby certify that, to the best of my knowledge, Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this agreement to:

(a) employ or retain, or agree to employ or retain, any firm or person, or
(b) pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this certification is to be furnished to the FHWA, upon their request, in connection with this agreement involving participation of Federal-Aid highway funds and is subject to applicable LPA and federal laws, both criminal and civil.
IN WITNESS WHEREOF, the Parties hereby execute this Supplemental Agreement pursuant to lawful authority as of the date signed by each party. Further, the Parties, by signing this Supplemental Agreement, attest and affirm the truth of each and every certification and representation set out herein.

EXECUTED by Consultant this 23rd day of February, 2017.

EHRHART GRIFFIN & ASSOCIATES
Daniel J. Dolezal
Project Manager

STATE OF NEBRASKA

DOUGLAS COUNTY

SUBSCRIBED AND SWORN to before me this 23rd day of February, 2017.

GENERAL NOTARY - State of Nebraska
TRACY J. THOMPSON
My Comm. Exp. May 13, 2018
Notary Public

EXECUTED by LPA this ______ day of ______________, 2017.

PAPIO MISSOURI RIVER
NATURAL RESOURCE DISTRICT
John Winkler
General Manager

Subscribed and sworn to before me this ______ day of ______________, 2017.

Clerk

STATE OF NEBRASKA
DEPARTMENT OF ROADS
Form of Agreement Approved for Federal Funding Eligibility;

________________________________________
Date
## Consultant Work Order

(Local Projects)

<table>
<thead>
<tr>
<th>Project No.</th>
<th>Control No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>STPB-77(4B)</td>
<td>22191</td>
</tr>
</tbody>
</table>

**Consultant:** (Name and Representative)  
Ehnhart Griffin & Associates, Dan Doalezal  
LPA (Name and Representative)  
Papio-Missouri River NRD

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.

Justification to modify agreement: (Include scope of services, deliverables, and schedule)

Construction closeout tasks were undefined when contract hours were calculated and grossly underestimated.

<table>
<thead>
<tr>
<th>Work Title</th>
<th>Summary of Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Total Direct Labor Cost</td>
<td>$3,724.56</td>
</tr>
<tr>
<td>B. Overhead (Factor * A)</td>
<td>$6,518.51</td>
</tr>
<tr>
<td>C. A + B</td>
<td>$10,243.37</td>
</tr>
<tr>
<td>D. Profit/Fee (Factor ** C)</td>
<td>$1,229.21</td>
</tr>
<tr>
<td>E. Direct Non-Labor Cost</td>
<td>$11,472.57</td>
</tr>
<tr>
<td>F. Subconsultant Services</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**Total Fee Notes:**

**TOTAL FEE:** $11,472.57

☐ ESTIMATED TOTAL FEE: $11,472.57  
☐ FINAL TOTAL FEE: $11,472.57

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

**Consultant:**  
Name: Daniel J. Doalezal  
Signature:  
Date: 11-18-16  
Notice to Proceed will be granted by email by:  
LDP PC for Preliminary Engineering & CD PC for Construction Engineering.

**LPA:**  
Name: Eric Williams  
Signature:  
Date: 2/3/17  
Notice to Proceed Date:  
Distribution: Consultant, LPA – RC, State Rep., FHWA, LDP PC, NDOR Agreements Engineer, Highway Funds Manager, CD PC

**FHWA:**  
Name:  
Signature:  
Date:  

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

DR Form 250, February 2012
**EXHIBIT “A”**

*Platte River Trail – EGA 111264*

Breakdown of hours estimated for contract closeout services:

<table>
<thead>
<tr>
<th>Personnel Classification</th>
<th>Hours</th>
<th>Rate</th>
<th>Contracted Direct Labor Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Manager</td>
<td>48.3</td>
<td>$24.04</td>
<td>$1,161.32</td>
</tr>
<tr>
<td>Construction Observer</td>
<td>102.5</td>
<td>$16.00</td>
<td>$1,640.00</td>
</tr>
<tr>
<td>Engineering Technician</td>
<td>66</td>
<td>$23.08</td>
<td>$1,523.28</td>
</tr>
<tr>
<td>Senior Engineering Manager</td>
<td>2</td>
<td>$38.22</td>
<td>$76.44</td>
</tr>
</tbody>
</table>

- **Total Direct Labor**: $4,401.04  
- **Overhead @ 175%**: $7,701.82  
- **Total Labor Costs**: $12,102.86  
- **Fee for Profit Rate**: $1,452.34  

**Total Estimated Cost Project Closeout**: $13,555.20

**Less contracted amount**: $2,082.64

**Total Request this item**: $11,472.56
EXHIBIT “B”

“Documentation for the final records”

1- A full size “As Built”. (Engineer-Stamp-Required).
2- A copy of the “Project Manager Diary”.
3- A copy of all the “Contract Item Work Report” Individually including all Calculation.
4- A copy of all “change Orders/ Documentation & Calculation needed”.
5- Two (2) copies of “Contractor Evaluation” for each contractor on the project. (Signed And Dated).
6- Two (2) copies of the “final Estimate”.
7- A copy of the “Asphalit plants Records” and “Asphalit Lay down Records”.
8- A copy of the “Concurrence/ Nonoccurrence letter”.
9- A copy of the “Acceptance Letter”.
10- A copy of “Asphalit Density Records”.
11- A copy of all “Incentive/ Disincentive” calculation on the contract - (RAP, Binder, Density, and Smoothness)
12- A copy of completed Check List “14-10- Project Closeout, CE Final Process”, and “14-20- Project Closeout, LPA RC Final Review”.
13- A copy of PM “Letter of Payroll”.
14- “Field Office Compliance Form” - (If one on contract).
15- “Profilingograph Traces” and Smoothness “Incentive Calculations”.
16- A copy of PM “Sign letter”.
17- Project manager “Transmittal Letter”.
18- DR 299 (Project Construction Conformity Certification).
19- DR 441 & DR442.
RESOLUTION
CONSTRUCTION ENGINEERING SERVICES AGREEMENT
SUPPLEMENTAL AGREEMENT NO. 2 – BK1308

PAPIO MISSOURI NATURAL RESOURCE DISTRICT

Resolution No. ____________

Whereas: Papio Missouri Natural Resource District and Ehrhart Griffin & Associates, have
previously executed a Construction Engineering Services Agreement (BK1308) for a
transportation project for which the Local Public Agency (LPA) would like to obtain Federal
funds;

Whereas: Papio Missouri Natural Resource District 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: Papio Missouri Natural Resource District and Ehrhart Griffin & Associates wish to
enter into a construction engineering services supplemental agreement setting out modifications
and/or additional duties and/or funding responsibilities for the Federal-aid project.

Be It Resolved: by the Board of Directors of the Papio Missouri Natural Resource District,
Nebraska that:

John Winkler, General Manager of the Papio Missouri Natural Resource District is hereby
authorized to sign the attached Construction Engineering Services Supplemental Agreement
No. 2 between the Papio Missouri Natural Resource District and Ehrhart Griffin & Associates.

NDOR Project Number: STPB-77(49)
NDOR Control Number: 22191
NDOR Project Description: Platte River Trail – Phase 1

Adopted this ________ day of _____________, 2016 at ________________ Nebraska.

The Board of Directors of the Papio-Missouri Natural Resource District, Nebraska:

________________________________________

________________________________________

________________________________________

________________________________________

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:

________________________________________

Signature

EXHIBIT "A"