

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 in 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.**

INDEX OF SHEETS

SHEET NO.

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2-S1 - 2-S2	SUMMARY OF QUANTITIES
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410-R3	(2 SHEETS) FLARED END SECTIONS FOR CULVERT PIPES
411	(4 SHEETS) BEDDING AND BACKFILL REQUIREMENTS FOR CONCRETE PIPE
425-R4	COLLARS AND ELBOWS FOR CONCRETE PIPES
428-R2	CONCRETE PLUGS AND FIELD PIPE TAP DETAILS
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501-R5	(3 SHEETS) EROSION CONTROL
502	SILT FENCE DETAILS
710-R4	(2 SHEETS) FENCE DETAILS
900-R5	(2 SHEETS) TRAFFIC CONTROL, CONSTRUCTION AND MAINTENANCE
921-R5	(2 SHEETS) TRAFFIC CONTROL, CONSTRUCTION AND MAINTENANCE

**STATE OF NEBRASKA
DEPARTMENT OF ROADS**

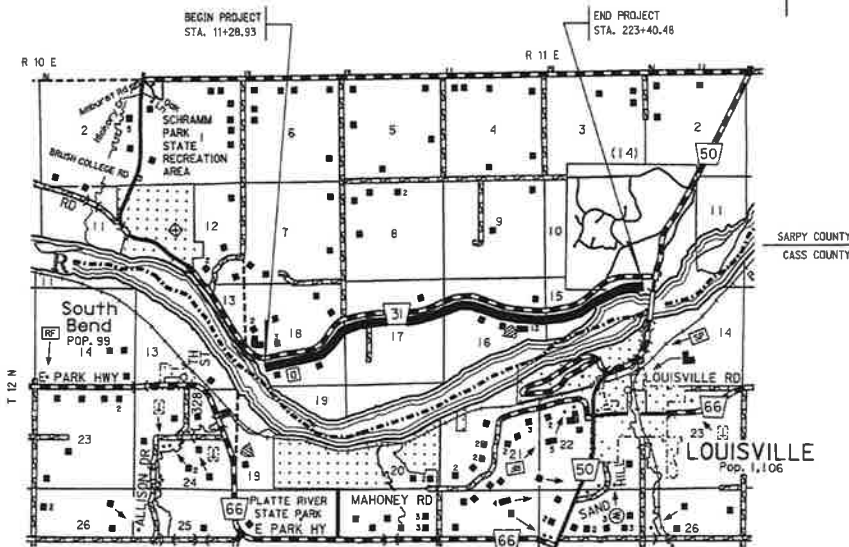
PLANS FOR CONSTRUCTION

**PLATTE RIVER TRAIL,
PHASE 1
SARPY COUNTY**

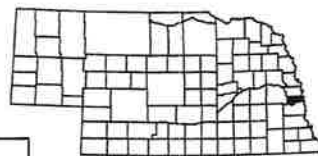
PROJECT NO.	SHEET NO.
STPB-77(49)	1
▲ CONTROL NO. 22191	
▲ CONTROL NO.	
■ CONTROL NO.	

THE 2007 EDITION OF THE NEBRASKA STANDARD SPECIFICATIONS AND THE SPECIAL PROVISIONS APPLY TO THIS PROJECT.

THE WORK ON THIS PROJECT CONSISTS OF GROUPS	
1-GRADING, 3-CONCRETE PAVEMENT, 4-CULVERTS, 6-BRIDGES, 7B-FENCING, 8C-SIGNING, & 10-GENERAL	
▲ GROUPS 1, 3, 4, 6, 7B, 8C, & 10 ARE INCLUDED IN THE LETTING OF OCTOBER 25, 2012	
▲ GROUPS _____ ARE INCLUDED IN THE LETTING OF _____	
■ GROUPS _____ ARE INCLUDED IN THE LETTING OF _____	



SARPY COUNTY
CASS COUNTY



WORK ON THIS PROJECT IS AUTHORIZED PURSUANT TO THE CONDITIONS STIPULATED IN THE ARMY CORPS OF ENGINEERS GENERAL/NATIONWIDE/INDIVIDUAL PERMIT

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
FULL OVERSIGHT PROJECT

CONVENTIONAL SIGNS

FENCE R.O.W. ON RISE	=====
UNIMPAVED	-----
TRAVELLED WAY	=====
RISE	=====
CULVERT	=====
POWER POLE	=====
TELEPHONE POLE	=====
RAILROAD	=====
RAILROAD TRACKS	=====
MARKER	=====
TREE - CONIFEROUS	=====
TREE - DECIDUOUS	=====

R.O.W. LEGEND

NEW CONTROLLED ACCESS	=====
PREVIOUS CONTROLLED ACCESS	=====
LIMITS OF CONSTRUCTION	=====
PREVIOUS R.O.W.	=====
NEW R.O.W.	=====
EXISTING PERMANENT EASEMENT	=====
TEMPORARY EASEMENT	=====
EXISTING TRAIL	=====
PERMANENT EASEMENT	=====
EXISTING RAILROAD EASEMENT	=====
NEW RAILROAD PERMANENT EASEMENT	=====
NEW RAILROAD TEMPORARY EASEMENT	=====

REFERENCE POST NO. TO REFERENCE POST NO.
EXCEPTIONS: FROM STA. TO STA.
TOTAL NET LENGTH OF PROJECT: 21,211.55 FEET 4.017 MILES

CONSTRUCTION DIVISION

DESIGN DIVISION

DESIGN DIVISION

01-AUG-2012 10:47

22100001116.dgn

SUPPLEMENTAL AGREEMENT # 2

PAPIO MISSOURI NATURAL RESOURCE DISTRICT
ENRHARDT 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 Enrhart 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)
)ss.
DOUGLAS COUNTY)

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




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)

Project No.: STPB-77(49)		Control No.: 22191
Consultant: (Name and Representative) Ehrhart Griffin & Associates, Dan Dolezal	Agreement No.: BK1308	Work Order No.: 4
LPA: (Name and Representative) Papio-Missouri River NRD		Constr. Change Order No.: (If applicable)
<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) Construction closeout tasks were undefined when contract hours were calculated and grossly underestimated.</p>		
Work Title	Summary of Fee	
	A. Total Direct Labor Cost	= 3,724.86
	B. Overhead (Factor * x A)	= 6,518.51
	C. A + B	= 10,243.37
	D. Profit/Fee (Factor ** x C)	= 1,229.21
*Overhead Factor: 175.00%	E. Direct Non-Labor Cost	= 11,472.57
**Profit/Fee Factor: 12.00%	F. Subconsultant Services	= 0.00
Total Fee Notes:	TOTAL FEE: C + D + E + F	= \$11,472.57
	<input checked="" type="checkbox"/> ESTIMATED TOTAL FEE:	\$11,472.57
	<input type="checkbox"/> FINAL TOTAL FEE:	

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

Consultant:
DANIEL J DOLEZAL PE [Signature] 11-18-16
Name Signature Date

LPA:
Eric Williams [Signature] 2016/12/29
Name Signature Date

LPD PC (for Preliminary Engineering) and State Rep. (for Construction Engineering):
CHRIS HUEHNER [Signature] 1/3/2017
Name Signature Date

FHWA:

Name Signature Date

Notice to Proceed will be granted by email by:
 LPD PC for Preliminary Engineering &
 CD PC for Construction Engineering.

Notice to Proceed Date:
2/13/17

Distribution: Consultant, LPA -- RC, State Rep., FHWA, LPD 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:

Personnel Classification	Hours	Rate	Contracted Direct Labor Cost
Construction Manager	48.3	\$ 24.04	\$ 1,161.32
Construction Observer	102.5	\$ 16.00	\$ 1,640.00
Engineering Technician	66	\$ 23.08	\$ 1,523.28
Senior Engineering Manager	2	\$ 38.22	\$ 76.44
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 **"Asphalt plant Records"** and **"Asphalt Lay down Records"**.
- 8- A copy of the **"Concurrence/ Nonoccurrence letter"**.
- 9- A copy of the **"Acceptance Letter"**.
- 10- A copy Of **"Asphalt 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- **"Profilograph 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