

MEMORANDUM

TO: Programs, Projects, and Operations Subcommittee
FROM: Eric Williams, Natural Resources Planner
SUBJECT: West Douglas County Trail
Preliminary Engineering Supplemental Agreement #2
DATE: June 4, 2018

A community organization meeting was held in February 2017 to determine a course of action to get this project from design to construction. Community members agreed that adjusting the plan to connect from Mallard Lake into Valley, and over the railroad to the YMCA was the best way forward. An update was provided to the Nebraska Department of Transportation (NDOT) about this modification to scope of the project. Ehrhart Griffin & Associates (EGA) have worked with the District, and with Nebraska Department of Transportation (NDOT) staff to update the scope of work needed in order for Phase 1 and Phase 2 of the project to be combined into a single project, and to have plans ready for right-of-way (ROW) acquisition to begin in fall of 2018.

EGA provided a Consultant Work Order (CWO) with documentation for services to be performed, and the associated fee for the work. District and NDOT staff reviewed the scope, and the CWO was signed and submitted to NDOT, and approved to allow for Notice to Proceed to be provided to EGA.

The new CWO will require a new Agreement to be signed, with costs not-to-exceed of \$92,893.78. These services will provide project management, field work, trail and bridge design, construction document submittals, and project meetings. This scope will move the project through the end of design work, ROW acquisition with the NDOT process, and through bidding for construction.

- **It is recommended that the Subcommittee recommend to the Board that the Board adopt the resolution provided by NDOT authorizing the General Manager to execute Supplemental Agreement #2 between the District and Ehrhart Griffin & Associates (EGA) for preliminary engineers for the West Douglas County Trail for a cost not-to-exceed \$92,893.78, subject to changes deemed necessary by the General Manager and approval as to form by District Legal Counsel.**



Figure 2
Location Map
Western Douglas County Trail
Douglas County, Nebraska

SUPPLEMENTAL AGREEMENT #2

PAPIO-MISSOURI RIVER NATURAL RESOURCE DISTRICT
EHRHART GRIFFIN & ASSOCIATES, INC.
PROJECT NO. DPU-28(87) & DPU-28(102)
CONTROL NO. 22227 & 22227A
WEST DOUGLAS COUNTY TRAIL, PHASE 1 & 2

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

WHEREAS, Consultant and LPA entered into an agreement ("Original Agreement") providing for Consultant to provide preliminary engineering for LPA's Federal Aid project, and

WHEREAS, it is necessary that additional services needed to address scope changes and plan revisions 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. 22227 & 22227A, 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 2, attached and incorporated herein by this reference.

SECTION 2. NOTICE TO PROCEED AND COMPLETION SCHEDULE

A Written Notice-to-Proceed was issued to the Consultant on May 4, 2018 to perform the additional work through Consultant Work Order 2. 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 as set out in the Original Agreement and this Supplemental Agreement by October 31, 2019.

SECTION 3. FEES AND PAYMENTS

For the work required, SECTION 9 FEES AND PAYMENTS of the Original Agreement is hereby amended in accordance with Exhibit "B" so that the fixed-fee-for-profit is increased from \$7,355.00 to \$16,624.45, an increase of \$9,269.45. Actual costs are increased from \$187,770.80 to \$83,624.33, an increase of \$271,395.13. The total agreement amount is increased from \$195,125.80 to \$288,019.58, an increase of \$92,893.78 which Consultant must not exceed without the prior written approval of LPA.

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 _____ day of _____, 2018.

EHRHART GRIFFIN & ASSOCIATES
Daniel Dolezal

Partner

STATE OF NEBRASKA)
)ss.
DOUGLAS COUNTY)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2018.

Notary Public

EXECUTED by LPA this _____ day of _____, 2018.

PAPIO-MISSOURI RIVER NRD
John Winkler

General Manager

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION
Form of Agreement Approved for
Federal Funding Eligibility:

Date

T-AGRS-1S (8/4/14)

RESOLUTION
PROFESSIONAL SERVICES AGREEMENT – BO1266
SUPPLEMENTAL AGREEMENT NO. 2

PAPIO-MISSOURI NRD

Resolution No. _____

Whereas: Papio-Missouri River NRD and Ehrhart Griffin & Associates have previously executed a preliminary engineering services agreement for a transportation project for which the Local Public Agency (LPA) would like to obtain Federal funds;

Whereas: Papio-Missouri River NRD 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 River NRD and Ehrhart Griffin & Associates wish to enter into a supplemental preliminary engineering services 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 Papio-Missouri River NRD, Nebraska that:
John Winkler, General Manager of Papio-Missouri River NRD is hereby authorized to sign the attached preliminary engineering services Supplemental Agreement No. 2 between Papio-Missouri River NRD and Ehrhart Griffin & Associates.

NDOR Project Number: DPU-28(87)
NDOR Control Number: 22227
NDOR Project Description: West Douglas County Trail, Phase 1

Adopted this _____ day of _____, 2015 at _____ Nebraska.

The Board of Directors of Papio-Missouri NRD, 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

Consultant Work Order

(Local Projects)

Project No.: DPU-28(87)		Control No.: 22227	
Consultant: (Name and Representative) Ehrhart Griffin & Associates		Agreement No.: B01266	Work Order No.: 2
LPA: (Name and Representative)		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) See attached Exhibit "A" Scope of Services</p>			
Work Title		Summary of Fee	
		A. Total Direct Labor Cost	= 25,928.53
		B. Overhead (Factor * x A)	= 45,374.93
		C. A + B	= 71,303.46
		D. Profit/Fee (Factor ** x C)	= 9,269.45
*Overhead Factor:	175.00%	E. Direct Non-Labor Cost	= 337.07
**Profit/Fee Factor:	13.00%	F. Subconsultant Services	= 47,028.00
Total Fee Notes: Subtract \$35,044.20 remaining on current contract.		TOTAL FEE: C + D + E + F	= \$92,893.78
		<input type="checkbox"/> ESTIMATED TOTAL FEE:	
		<input checked="" type="checkbox"/> FINAL TOTAL FEE: \$127,937.98	

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

Consultant:

Terry L. Morrison
Name

Terry L. Morrison
Signature

05/03/2018
Date

LPA:

Eric Williams
Name

Eric Williams
Signature

2018/05/03
Date

LPS PC (for Preliminary Engineering) and State Rep. (for Construction Engineering):

Name

Signature

Date

LPS Unit Head Review (for PE Phase):

Greg Wood
Name

Greg Wood
Signature

5/3/2018
Date

LPS Manager or Construction Engineer (Construction Phase):

Name

Signature

Date

FHWA: (FHWA Approval on Full Oversight Projects Only):

Name

Signature

Date

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

FMIS Approval Date:

10/19/2017

Notice to Proceed Date:

5/4/2018

Distribution: Consultant, LPA – RC, State Rep., FHWA, LPS PC, NDOT Agreements Engineer, Highway Funds Manager, CD PC

NDOT Form 250, September 17