

Agenda Item: 7.B.

Memo to the Programs, Projects, and Operations Subcommittee

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

Date: March 11, 2014

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. 1.

NDOR 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 \$364,358.00 to \$394,848.00, or an increase of \$30,490.00. The increase in costs is due to, "a combination of varying soil condition, project phasing, and additional sampling required for multiple soil and concrete sources."

- **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. 1 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 \$30,490.00.**

SUPPLEMENTAL AGREEMENT #1

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

THIS SUPPLEMENTAL AGREEMENT, made and entered into by and between Papio Missouri River Natural Resource District, Nebraska, hereinafter referred to as the Local Public Agency or "LPA," and Enrhart Griffin & Associates hereinafter referred to as the "Consultant."

WHEREAS, the Consultant and the LPA entered into Engineering Agreement BK1308 executed by the Consultant on February 15, 2013 and executed by the LPA on February 14, 2013, hereinafter referred to as the "Original Agreement", providing for preliminary engineering services and materials testing for Project No. STPB-77(49), and

WHEREAS, it is necessary that work not contemplated in the Original Agreement, Supplemental No.1 be added under this supplemental agreement providing for additional preliminary engineering and material testing of soil conditions, project phasing and additional sampling for multiple soil and concrete sources, and

WHEREAS, it is necessary to increase the Consultant's compensation by this supplemental agreement for the additional work necessary to complete the project, and

WHEREAS, it is the desire of the LPA that the project be constructed under the designation of Project No. STPB-77(49), as evidenced by the Resolution of the LPA dated the _____ day of _____, 2014, attached and identified as EXHIBIT "A" and made a part of this agreement, and

NOW THEREFORE, in consideration of these facts, the Consultant and LPA agree as follows:

SECTION 1. A Written Notice-to-Proceed was issued to the Consultant on February 19, 2014 to perform the additional work through Consultant Work Order 1. Any additional 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.

SECTION 2. The Consultant will perform the additional work stipulated in Consultant Work Order 1, which is attached as Exhibit "B" and hereby made a part of this supplemental agreement.

SECTION 3. For the work required, Section 9 of the Original Agreement is hereby amended and the fixed-fee-for-profit is increased from \$35,410.82 to \$35,410.82, an increase of \$0. Actual costs are increased from \$328,947.18 to \$359,437.18, an increase of \$30,490.00. The total agreement amount is increased from \$364,358.00 to \$394,848.00, an increase of \$30,490.00 which the Consultant must not exceed without the prior written approval of the LPA.

SECTION 4. The Consultant will be paid the additional fee on the same terms stipulated in the Original Agreement and, except as specifically amended by this supplemental agreement, all terms and conditions of the Original Agreement on Project No. STPB-77(49), executed by the Consultant on February 15, 2013 and executed by the LPA on February 14, 2013 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

After being duly sworn on oath, I do hereby acknowledge the foregoing certification and state that I am authorized to sign this agreement for the firm.

EXECUTED by the Consultant this _____ day of _____, 2014.

EHRHART GRIFFIN & ASSOCIATES
Daniel J. Dolezal

Project Manager

STATE OF NEBRASKA)
)ss.
DOUGLAS COUNTY)

Subscribed and sworn to before me this _____ day of _____, 2014.

Notary Public

EXECUTED by the LPA this _____ day of _____, 2014.

PAPIO MISSOURI RIVER
NATURAL RESOURCE DISTRICT
John Winkler

General Manager

Subscribed and sworn to before me this _____ day of _____, 2014.

Clerk

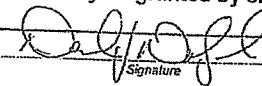
STATE OF NEBRASKA
DEPARTMENT OF ROADS
Form of Agreement Approved for
Federal Funding Eligibility:


Date

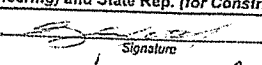
Consultant Work Order (Local Projects)


Project No.: STPB-77(49)		Control No.: 22191
Consultant (Name and Representative): Thiele Geotech, Inc. Josh Kankovsky		Agreement No.: 15K 1508
LPA (Name and Representative): Papio-Missouri River NRD		Work Order No.: /
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) Original estimate dated 10/11/2011 was \$30,490. NDOR provided a spreadsheet with required test quantities. Estimate was revised to \$14,657 in January of 2013. Testing performed on-site has exceeded the NDOR estimate due to a combination of varying soil conditions, project phasing, and additional sampling required for multiple soil and concrete sources.</p>		
Work Title	Summary of Fee	
	A. Total Direct Labor Cost	=
	B. Overhead (Factor * x A)	=
	C. A + B	=
	D. Profit/Fee (Factor ** x C)	=
*Overhead Factor: %	E. Direct Non-Labor Cost	=
**Profit/Fee Factor: %	F. Subconsultant Services	= 30,490.00
Total Fee Notes:	TOTAL FEE: C + D + E + F	=
	<input checked="" type="checkbox"/> ESTIMATED TOTAL FEE:	\$30,490.00
	<input type="checkbox"/> FINAL TOTAL FEE:	

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


Consultant:
DANIEL J DOLEZAL  10-16-2013
Name Signature Date

LPA:
Sonya Carlisa  11/20/14
Name Signature Date

LPD PC (for Preliminary Engineering) and State Rep. (for Construction Engineering):
Gregory  1/19/14
Name Signature Date

FHWA:
HOWARD A. SCHWARTZ  2/19/14
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:
2/19/2014


Distribution: Consultant, LPA – RC, State Rep., FHWA, LPD PC, NDOR Agreement Engineer, Highway Funds Manager, CD PC
 DR Form 250, February 2012

EXHIBIT "B"

RESOLUTION
CONSTRUCTION ENGINEERING SERVICES AGREEMENT
SUPPLEMENTAL AGREEMENT NO. 1 – 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 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. 1 between the Papio-Missouri Natural Resource District and Ehrhart Griffin & Associates.

Papio-Missouri Natural Resource District is committed to providing local funds for the project as required by the Project Program Agreement and any Supplemental Project Agreements.

NDOR Project Number: STPB-77(49)

NDOR Control Number: 22191

NDOR Project Description: Platte River Trail – Phase 1

Adopted this _____ day of _____, 2014 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