

Agenda Item: 13.b.

Memo to the Programs, Projects, and Operations Subcommittee

Subject: West Douglas County Trail, Phase 1 & 2
Preliminary NEPA Engineering Services Agreement, Supplement No. 3

Date: April 8, 2014

By: Eric Williams, Natural Resources Planner

This resolution is for the Board to authorize the General Manager to execute the attached Preliminary NEPA Engineering Services, Supplement No. 3.

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

Agreement costs will increase from \$30,918.31 to \$35,499.54, or an increase of \$4,581.23. This change in project scope and document revision was in accordance with a request from NDOR. From the Consultant Work Order, "Additional documentation is necessary due to the changes in the design scope (removal of the Gardiner and Lane Street sections of Phase 1) based on 2-12-14 meeting. NDOR requested FHU to revise the CatEx document to address the change."

This project is 100% federally funded, and does not represent an increase in budget for the District.

- **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. 3 between the District and FHU for Preliminary NEPA Engineering Services for the West Douglas County Trail, Phase 1 & 2 for an increase in costs not-to-exceed \$4,581.23.**

SUPPLEMENTAL AGREEMENT #3

PAPIO MISSOURI RIVER NATURAL RESOURCES DISTRICT
FELSBURG HOLT & ULLEVIG
PROJECT NO. DPU-28(87) AND DPU-28(102)
CONTROL NO. 22227 AND 22227A
WEST DOUGLAS COUNTY TRAIL PHASE 1 & 2
YMCA TO VALLEY – VALLEY TO WATERLOO

THIS SUPPLEMENTAL AGREEMENT, made and entered into by and between Papio Missouri River Natural Resources District, Nebraska, hereinafter referred to as the Local Public Agency or "LPA," and Felsburg Holt & Ullevig hereinafter referred to as the "Consultant."

WHEREAS, the Consultant and the LPA entered into Engineering Agreement BO1119 executed by the Consultant on December 12, 2011 and executed by the LPA on December 9, 2011, hereinafter referred to as the "Original Agreement", and a supplemental agreement executed by the Consultant on June 22, 2012 and by the LPA on June 15, 2012, hereinafter referred to as "Supplemental Agreement No. 1" and a supplemental agreement executed by the Consultant on March 27, 2014 and by the LPA on March 13, 2014, hereinafter referred to as "Supplemental Agreement No. 1", providing for NEPA engineering services for Project No. DPU-28(87) and DPU-28(102), and

WHEREAS, it is necessary that work not contemplated in the Original Agreement, Supplemental No.1 and Supplemental No. 2, Supplement No. 3 be added under this supplemental agreement for additional design work due to change in the scope, 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. DPU-28(87) and DPU-28(102), 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 March 31, 2014 to perform the additional work through Consultant Work Order 2. 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 2, which is attached as Exhibit "B" and hereby made a part of this supplemental agreement.

SECTION 3. For the work required, Section 5 of the Original Agreement is hereby amended and the fixed-fee-for-profit is increased from \$3,524.15 to \$4,055.61, an increase of \$531.46. Actual

costs are increased from \$27,394.16 to \$31,443.93, an increase of \$4,049.77. The total agreement amount is increased from \$30,918.31 to \$35,499.54, an increase of \$4,581.23 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. DPU-28(87) and DPU-28(102), executed by the Consultant on December 12, 2011 and executed by the LPA on December 9, 2011 and Supplemental Agreement No. 1 and Supplemental Agreement No. 2 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.

FELSBURG HOLT & ULLEVIG
Kyle A. Anderson

Principal

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

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

Date

Consultant Work Order (Local Projects)

Project No.: DPU-28(87); DPU-28(102)		Control No.: 22227; 22227A
Consultant: (Name and Representative): Felsburg Holt & Ullevig		Agreement No.: BO1119
LPA: (Name and Representative): Pacio Missouri River NRD		Work Order No.: 2
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) Additional documentation is necessary due to the changes in the design scope (removal of the Gardiner and Lane Street sections of Phase I) based on 2-12-14 meeting. NDOR requested FHU to revise the CatEx document to address the change. This includes revisions to the project description, purpose and need, any resource discussions that talked about Gardiner and/or Lane Street and updating all figures showing the original trail alignment. Further NDOR/FHWS reviews due to the change may result in additional work.</p>		
Work Title	Summary of Fee	
	A. Total Direct Labor Cost	= 1,542.56
	B. Overhead (Factor * x A)	= 2,394.21
	C. A + B	= 3,936.77
	D. Profit/Fee (Factor ** x C)	= 531.46
*Overhead Factor:	155.21%	E. Direct Non-Labor Cost
**Profit/Fee Factor:	13.50%	= 113.00
Total Fee Notes:		F. Subconsultant Services
		= 0.00
		TOTAL FEE: C + D + E + F
		= \$4,581.23
		<input type="checkbox"/> ESTIMATED TOTAL FEE:
		<input checked="" type="checkbox"/> FINAL TOTAL FEE: \$4,581.23

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

Consultant:

Name	Signature	Date
LPA:		
<i>Eric Williams</i>	<i>[Signature]</i>	<i>3/11/14</i>
LPS PC (for Preliminary Engineering) and State Rep. (for Construction Engineering):		
<i>Dana McKinstry</i>	<i>[Signature]</i>	<i>3/31/14</i>
LPS Unit Head Review (for PE Phase):		
<i>Michael Klefner</i>	<i>[Signature]</i>	<i>3/30/14</i>
LPS Engineer or Construction Engineer (Construction Phase):		
Name	Signature	Date

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

FHWA. (FHWA Approval on Full Oversight Projects Only)

Name	Signature	Date
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Notice to Proceed Date:

3-31-14

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

DR Form 250, March 2014



Date: 25 March 2014

To: Eric Williams – Papio-Missouri River Natural Resource District
Deana McKinstry – NDOR LPD PC

From: Allison Sambol

RE: Request for Supplement
Western Douglas County Trail NEPA Compliance.
Project No. DPU-28(87); DPU-28(102), CN 22227; 22227A
FHU Project No. 111170-01

A supplement to the contract is being requested for the additional documentation requirements that are necessary due to the changes in the design scope (removal of the Gardiner and Lane Street sections of Phase I). Comments received by the Design Team from NDOR LPD during the February 12, 2014 meeting are the impetus for these additional tasks which were not included in the current FHU scope. Based on these comments the Gardiner and Lane Street portions of Phase I were removed from the project.

NDOR Environmental has to submit a scope change to FHWA due to the Gardiner and Lane Street removal from the project. This may result in further comments from FHWA and may result in additional reviews and work. In the mean time, what NDOR can anticipate and have already asked us to do, is to revise the CatEx document to address the change. This includes revisions to the project description, purpose and need, any resource discussions that talked about Gardiner and/or Lane Street and updating all figures showing the original trail alignment.

Based on discussions with our staff and with you, I respectfully request for an additional 40 hours. This would allow us to complete the foreseeable and unforeseeable work (document revisions and further review cycles) brought on by the project scope changes.

Complete Fee Estimate

FHU proposes to conduct the tasks on a time and materials basis with a not to exceed maximum of fee of **\$4,581.23**, based on the attached hours, labor rates, and direct expenses. The fee for these additional services is intended to be in the same format as the original agreement. (Actual Cost plus Fixed Fee) of actual hourly rate x overhead (155.21) x fixed fee (13.50).

Exhibit B

NEPA SERVICES Consultant's Estimate of Hours

Project Name: CE for Western Douglas Co Trail-Valley to Waterloo-Ph
 Project Number: DPU-28 (87); DPU-23 (102)
 Control Number: 22227; 22227A
 Location (City, County): Valley to Waterloo, Douglas County
 Firm Name: Felsburg Holt and Ullevig
 Consultant Project Manager: Allison Sambol
 Phone/Email: 402-445-4405 / allison.sambol@fhueg.com
 LPA Responsible Charge: Eric Williams, Papo Missouri River NRD
 Phone/Email: mckinstry@nebraska.gov
 NDOR Project Coordinator: Deana McKinstry
 Phone/Email: 402-479-3545 / deana.mckinstry@nebraska.gov
 Date: March 25, 2014



TASKS	PERSONNEL CLASSIFICATIONS**								Total
	PR	SENV	ENV	SENG	ENG	SDES	DES	ADM	
For On-Call Services:									
1. CE Document and Resource Reviews									
1.1 Resource Review									
1.2 SHPO Letter									
1.3 Biological Evaluation Letter for T&E Species									
1.4 New Hazardous Materials Review and Memo									
1.5 4(f) De Minimis Doc. Revisions (due to scope changes)			2						2
1.6 Documentation Revisions (due to scope changes)			12				4		16
1.7 Other, Additional Public Involvement									
2. Wetland and Stream Permitting									
2.1 404 Permit Application									
2.2 Agency Coordination									
2.3 Other Mitigation Plan									
3. Project Management and QC									
3.1 Project Management			10						10
3.2 QC Review			8						8
4. Site Visit									
4.1 Site Visit									
5. Project Meetings									
5.1 Project Meeting (EGA, PMRRD, FHU @ NDOR)			4						4
Total Hours			36				4		40
Total Days (8 hrs)			4.5				0.5		5.0

CLASSIFICATIONS*

PR = Principal SENG = Senior Engineer UD1 = User Defined 1
 SENV = Senior Environmental Scientist ENG = Engineer UD2 = User Defined 2
 ENV = Environmental Scientist SDES = Senior Designer/Technician UD3 = User Defined 3
 ADM = Administrative DES = Designer/Technician

* For Project Manager use one of the technical classifications

** For User-Defined Classifications, you will need to edit the Classifications Legend located above. To enter a new classification, replace "UD1" with its abbreviation (ex. GRA) and replace "User Defined 1" with the corresponding title (ex. Graphic Artist). Once the user-definitions are added, they will self-populate the Estimate of Hours table, as well as the remaining sheets.

NEPA SERVICES Direct Expenses

Project Name: **CE for Western Douglas Co Trail-Valley to Waterloo-Ph 1&2**
 Project Number: **DPU-28 (87); DPU-23 (102)**
 Control Number: **22227, 22227A**
 Location (City, County): **Valley to Waterloo, Douglas County**
 Firm Name: **Felsburg HOLT and ULLEVIG**
 Consultant Project Manager: **Allison Sambol**
 Phone/Email: **402-445-4405 / allison.sambol@fhueg.com**
 LPA Responsible Charge: **Eric Williams, Papio Missouri River NRD**
 Phone/Email: **ewilliams@paprmo.org**
 NDOR Project Coordinator: **Deana McKinstry**
 Phone/Email: **402-479-3645 / deana.mckinstry@nebraska.gov**
 Date: **March 25, 2014**



Subconsultants:	Quantity	Unit Cost	Amount
Subtotal:			
Printing and Reproduction:	Quantity	Unit Cost	Amount
B&W copies	50	\$0.08	\$4.00
Color copies	50	\$0.20	\$10.00
Subtotal:			\$14.00
Mileage/Travel:	Quantity	Unit Cost	Amount
Mileage	180	\$0.55	\$99.00
Subtotal:			\$99.00
Lodging/Meals:	Quantity	Unit Cost	Amount
Subtotal:			
Other Miscellaneous Costs:	Quantity	Unit Cost	Amount
Subtotal:			
TOTAL DIRECT EXPENSES			\$113.00

2011 Standard Rates			
Type	Rate		
Company Automobile	Prevailing standard rate as established by the IRS, currently \$0.51/mi		
Survey Vehicle	Prevailing standard rate as established by the IRS, currently \$0.535/mi		
Black and White Copies	Actual reasonable cost		
Color Copies	Actual reasonable cost		
Miscellaneous Postage, Mailing, Deliveries Etc	Actual reasonable cost		
Equipment	Actual reasonable cost		
Privately Owned Vehicle	Actual reimbursement amount to employee, not to exceed rates for company vehicles outlined above		
Automobile Rental	Actual reasonable cost		
Air fare	Actual reasonable cost, giving the State all discounts		
Lodging	Actual cost, (excluding taxes & fees), not to exceed federal GSA reimbursement guidelines, not to exceed \$77 per person daily statewide, not to exceed \$104 in Omaha/Douglas County		
Meals	Actual cost, not to exceed federal GSA reimbursement guidelines, currently		
		Statewide	Omaha/Douglas County
Breakfast	\$7.00	\$10.00	
Lunch	\$11.00	\$15.00	
Dinner	\$23.00	\$31.00	
Incidentals	\$5.00	\$5.00	
Totals	\$46.00	\$61.00	

NEPA SERVICES Project Cost

Project Name: CE for Western Douglas Co Trail-Valley to Waterloo-Ph 1&2
 Project Number: DPU-28 (87); DPU-22 (102)
 Control Number: 22227; 22227A
 Location (City, County): Valley to Waterloo Douglas County
 Firm Name: Felsburg Holt and Ullevig
 Consultant Project Manager: Allison Sambol
 Phone/Email: 402-445-4405 / allison.sambol@fhueg.com
 LPA Responsible Charge: Eric Williams, Papio Missouri River NRD
 Phone/Email: ewilliams@papionrd.org
 NDOR Project Coordinator: Deana McKinstry
 Phone/Email: 402-479-3645 / deana.mckinstry@nebraska.gov
 Date: March 25, 2014



Direct Labor Costs:	Hours	Rate	Amount
Personnel Classification			
Principal			
Senior Environmental Scientist	36	\$39.91	\$1,436.76
Environmental Scientist			
Senior Engineer			
Engineer			
Senior Designer/Technician			
Designer/Technician	4	\$26.45	\$105.80
Administrative			
TOTALS	40		\$1,542.56

Direct Expenses:	Amount
Subconsultants	
Printing and Reproduction Costs	\$14.00
Mileage/Travel	\$99.00
Lodging/ Meals	
Other Miscellaneous Costs	
TOTALS	\$113.00

Total Project Costs:	Amount
Direct Labor Costs	\$1,542.56
Overhead @ 155.21%	\$2,394.21
Total Labor Costs	\$3,936.77
Fixed Fee @ 13.50%	\$531.46
Direct Expenses	\$113.00
PROJECT COST	\$4,681.23

RESOLUTION
PRELIMINARY ENGINEERING SERVICES AGREEMENT
SUPPLEMENTAL AGREEMENT NO. 3 – BO1119

PAPIO-MISSOURI RIVER NRD

Resolution No. _____

Whereas: Papio-Missouri River NRD and Felsburg Holt & Ullevig, have previously executed a Preliminary Engineering Services Agreement (BO1119) 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 Felsburg Holt & Ullevig wish to enter into a preliminary 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 Papio-Missouri River NRD, Nebraska that:

John Winkler, General Manager of the Papio-Missouri River NRD, Nebraska is hereby authorized to sign the attached Preliminary Engineering Services Supplemental Agreement No. 3 between the Papio-Missouri River NRD and Felsburg Holt & Ullevig

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

NDOR Project Number: DPU-28(87) and DPU-28(102)

NDOR Control Number: 22227 and 22227A

NDOR Project Description: West Dodge County Phase 1 and Phase 2

YMCA to Valley – Valley to Waterloo

Adopted this _____ day of _____, 2014 at _____ Nebraska.

The Board of Directors of the Papio-Missouri River 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