

# **City of Scottsbluff, Nebraska**

**Monday, October 3, 2016**

**Regular Meeting**

## **Item Resolut.1**

**Council to consider an agreement with the Nebraska Department of Roads for preliminary engineering services with M.C. Schaff and Associates for the Monument Valley Pathway and approve the Resolution.**

Staff Contact: Perry Mader, Park and Rec Director

## **SUPPLEMENTAL AGREEMENT #2**

CITY OF SCOTTSBLUFF, NEBRASKA  
M.C. SCHAFF & ASSOCIATES, INC.  
PROJECT NO. ENH-79(42)  
CONTROL NO. 51512  
SCOTTSBLUFF VALLEY PATHWAY NORTH

**THIS SUPPLEMENTAL AGREEMENT** is between the City of Scottsbluff ("LPA") and M.C. Schaff & Associates, Inc. ("Consultant"), collectively referred to as the "Parties".

**WHEREAS**, Consultant and LPA entered into an agreement ("Original Agreement") BO1231 and Supplemental Agreement #1 providing for Consultant to provide preliminary engineering and NEPA services for LPA's Federal Aid project, and

**WHEREAS**, it is necessary that certified title report services 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. ENH-79(42), 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 Exhibit "B", Scope of Services and Consultants Fee Proposal, attached and incorporated herein by this reference.

### **SECTION 2. NOTICE TO PROCEED AND COMPLETION SCHEDULE**

The State issued Consultant a written Notice-to-Proceed on August 18, 2016. 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 May 1, 2017.

### **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 \$29,067.33 to \$29,067.33, an increase of \$0. Actual costs are increased from \$571,578.26 to \$577,703.25, an increase of \$6,125.00. The total agreement amount is increased from \$600,645.59 to \$606,770.59, an increase of \$6,125.00 which Consultant must not exceed without the prior written approval of LPA.

Project No. ENH-79(42)  
Control No. 51512  
Scottsbluff Valley Pathway North

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AGREEMENT # BO1231 Sup #2

**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 \_\_\_\_\_, 2016.

M.C. SCHAFF & ASSOCIATES, INC.  
David Schaff, P.E.

\_\_\_\_\_  
Vice President

STATE OF NEBRASKA     )  
                                  )ss.  
SCOTTSBLUFF COUNTY    )

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

**EXECUTED** by LPA this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF SCOTTSBLUFF  
Randy Meininger

\_\_\_\_\_  
Mayor

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Clerk

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

\_\_\_\_\_

\_\_\_\_\_  
Date

AGRS-1S(8-4-14)

Project No. ENH-79(42)  
Control No. 51512  
Scottsbluff Valley Pathway North

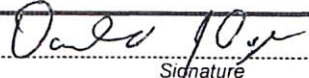
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## Consultant Work Order (Local Projects)

Project No.: ENH-79(42)		Control No.: 51512
Consultant: (Name and Representative) M.C. Schaff & Associates	Agreement No.: BO1231	Work Order No.: 1
LPA: (Name and Representative) City of Scottsbluff - Perry Mader		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) This work order would provide for certified title reports to be conducted for the 35 tracts in which permanent and temporary easements are needed. Certified title reports were not included in the original agreement. Attached is a quote from Nebraska Title Company to perform these reports</p>		
<b>Work Title</b>	<b>Summary of Fee</b>	
	A. Total Direct Labor Cost =	0.00
	B. Overhead (Factor * x A) =	0.00
	C. A + B =	0.00
	D. Profit/Fee (Factor ** x C) =	
*Overhead Factor: 196.40%	E. Direct Non-Labor Cost =	
**Profit/Fee Factor: 12.05%	F. Subconsultant Services =	6,125.00
Total Fee Notes:	<b>TOTAL FEE: C + D + E + F =</b>	<b>\$6,125.00</b>
	<input type="checkbox"/> ESTIMATED TOTAL FEE:	
	<input type="checkbox"/> FINAL TOTAL FEE:	

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


**Consultant:**

Donald J. Dye  8/4/16  
Name Signature Date


**LPA:**

\_\_\_\_\_  
Name Signature Date


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

Deana McKinstry  8/5/16  
Name Signature Date

**LPS Unit Head Review (for PE Phase):**

Jeff Soula  8/5/16  
Name Signature Date

**LPS Engineer or Construction Engineer (Construction Phase):**

LARRY L LEGG  8/5/16  
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.

Notice to Proceed Date:

8/18/16

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

DR Form 250, March 2014



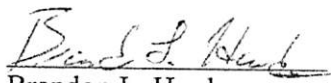
MC Schaff & Associates  
Adam Vath  
RE: Monument Valley Pathway

To whom it may concern:

Quote for Title Searches with Easements and Restrictions.

35 Parcels @ \$175.00 = \$6,125

Nebraska Title Company  
By:

  
Brandon L. Harder  
Searcher/Examiner

Providing *Service Beyond Expectation* in all 50 States through Direct Licensing and Affiliates

5601 South 59<sup>th</sup> Street, Suite C Lincoln, Nebraska 68516 | Phone: 402-476-8818 | Fax: 402-476-0635

[www.nebtitleco.com](http://www.nebtitleco.com)

EXHIBIT "B"  
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**RESOLUTION**

**PRELIMINARY ENGINEERING SERVICES AGREEMENT  
SUPPLEMENTAL AGREEMENT NO. 2 – BO1231**

CITY OF SCOTTSBLUFF

Resolution No. \_\_\_\_\_

**Whereas:** City of Scottsbluff and M.C. Schaff & Associates, Inc., have previously executed a Preliminary Engineering Services Agreement (BO1231) for a transportation project for which the Local Public Agency (LPA) would like to obtain Federal funds;

**Whereas:** City of Scottsbluff 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:** City of Scottsbluff and M.C. Schaff & Associates, Inc. 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 City Council of the City of Scottsbluff, Nebraska that:

Randy Meininger, Mayor of City of Scottsbluff is hereby authorized to sign the attached Preliminary Engineering Services Supplemental Agreement No. 2 between the City of Scottsbluff and M.C. Schaff & Associates, Inc.

NDOR Project Number: ENH-79(42)

NDOR Control Number: 51512

NDOR Project Description: Scottsbluff Valley Pathway North

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2016 at \_\_\_\_\_ Nebraska.

The City Council of City of Scottsbluff, 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 City Clerk

EXHIBIT "A"