### City of Seward, NE

Tuesday, April 5, 2016 Regular Session

#### Item G9

# CONSIDERATION OF AGREEMENT WITH JEO CONSULTING GROUP FOR PRELIMINARY ENGINEERING SERVICES FOR THE KAROL KAY BLVD, BADERHILLCREST PROJECT - Bruce Smith

Consideration of a Resolution approving Supplemental Services Agreement No. 2 - BK1329

Administrative Report: Following review and discussion, a motion to adopt the resolution would be in order.

**Staff Contact:** 

#### **SUPPLEMENTAL AGREEMENT #2**

CITY OF SEWARD JEO CONSULTING GROUP, INC. PROJECT NO. URB-6763(1) CONTROL NO. 13161 KAROL KAY BLVD., BADER - HILLCREST

THIS SUPPLEMENTAL AGREEMENT is between the City of Seward ("LPA") and JEO Consulting Group, Inc. ("Consultant"), collectively referred to as the "Parties".

WHEREAS, Consultant and LPA entered into an agreement ("Original Agreement") BK1329 providing for Consultant to provide preliminary engineering and NEPA Categorical Exclusion for LPA's Federal Aid project, and

**WHEREAS**, it is necessary that realignment and final design work 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. URB-6763(1), 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

LPA will issue Consultant a written Notice-to-Proceed upon full execution of this Supplemental Agreement. 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 July 1, 2017.

#### SECTION 3. FEES AND PAYMENTS

For the work required, <u>SECTION 9 FEES AND PAYMENTS</u> of the Original Agreement is hereby amended in accordance with Exhibit "B" so that the fixed-fee-for-profit is increased from \$15,083.49 to \$18,727.75, an increase of \$3,644.26. Actual costs are increased from \$126,333.87 to \$153,993.95, an increase of \$27,660.08. The total agreement amount is increased from \$141,417.36 to \$172,721.70, an increase of \$31,304.34 which Consultant must not exceed without the prior written approval of LPA.

Project No. URB-6763(1) Control No. 13161 Karol Kay Blvd., Bader - Hillcrest Template T-AGR-1S Revised 8-4-14

Page 1 of 3 AGREEMENT # BK1329 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.

Project No. URB-6763(1) Control No. 13161 Karol Kay Blvd., Bader - Hillcrest Template T-AGR-1S Revised 8-4-14

Page 2 of 3 AGREEMENT # BK1329 Sup # 2

IN WITNESS WHEREOF, the Parties h	ereby execute this Suppleme	ntal Agreement
pursuant to lawful authority as of the date signe	ed by each party. Further, the	Parties, by signing
this Supplemental Agreement, attest and affirm	the truth of each and every c	ertification and
representation set out herein.		
EXECUTED by Consultant this	_day of	_, 2016.
	JEO CONSULTING GRO Robert S. Brigham	DUP, INC.
	President	
STATE OF NEBRASKSA )		
)ss. SAUNDERS COUNTY )		
SUBSCRIBED AND SWORN to before	me this day of	, 2016.
	Notary Public	
<b>EXECUTED</b> by LPA this day of	CITY OF SEWARD Joshua Eickmeier	
	Mayor	
Subscribed and sworn to before me this	day of	, 2016.
	Clerk	
[	STATE OF NEBRASKA DEPARTMENT OF ROADS Form of Agreement Approved Federal Funding Eligibility:	for
·		
	Date	
AGRS-1S		
Project No. URB-6763(1)		

Project No. URB-6763(1) Control No. 13161 Karol Kay Blvd., Bader - Hillcrest Template T-AGR-1S Revised 8-4-14

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#### Exhibit B SCOPE OF SERVICES

Amendment #2 (revised roadway alignment)
Project Name: Karol Kay Boulevard, Bader-Hillcrest in Seward
Project Number: URB-6763(1)
Control Number: 13161

#### A. DESCRIPTION OF WORK

The proposed project will impact a future park as shown in the City of Seward Master Land Use Plan. The roadway must be re-aligned to minimize these impacts. Since the project is currently at the 90% design stage, the plans for the new alignment will need to be brought to that stage if the new alignment is found to meet a 4(f) de minimis standard.

#### B. SCOPE OF WORK:

- Final Design. This task covers the preparation of the final design plans to 90% for the project on the revised alignment to minimize impacts to future park lands as per the city of Seward Master Plan.
  - 1.1 Roadway Horizontal & Vertical Alignment. This task includes the design and drafting of the horizontal alignment(s) and vertical alignment(s) to minimize the impacts to the future park ground.
  - 1.2 Review of Alignment Meeting. Conduct a meeting with NDOR and FHWA to review the alignments proposed and confirm that the changes made will qualify under a de Minimis finding for park property.
  - 1.3 <u>Template Trail Cross-Sections.</u> Develop the templates necessary to process cross sections for the narrow width street.
  - 1.4 <u>Earthwork.</u> Process the earthwork for the new alignment, including the adjusted sidewalk location.
  - 1.5 Roadway Geometric Design. This task includes the geometric design of all roadway alignments, intersections, driveways, etc., which includes setting up all the geometric sheets for the project and labeling. Labeling the geometric points with Station and Offsets will not be completed in this phase.
  - 1.6 Storm Sewer Design. This task includes the effort to complete the final storm sewer design and draft the appropriate storm sewer plan data on the Construction sheets and storm sewer profiles on the Plan and Profile sheets respectively. The consultant will follow NDOR's Drainage Design & Erosion Control Manual.
  - 1.7 <u>Street Lighting Design</u>. This task includes the final design of street lighting.
  - 1.8 <u>Construction and Removal</u>. Development of separate Removal plan sheets and Construction plan sheets with appropriate notes detailing construction and removal items not specifically identified elsewhere in the this scope.
  - 1.9 <u>Limits of Construction.</u> The Consultant will define and draft the limits of construction on the plan sheets. These limits will be used to determine environmental and right of way impacts.
  - 1.10 <u>Erosion Control:</u> The Consultant will design and draft the erosion control items on the Construction Plan Sheets.
  - 1.11 Right of Way Strip Map: The Consultant will layout and show property ownership for the limits of the project on an updated map for the new alignment.

Project Number: URB-6763(1) Control Number: 13161

Project Name: Karol Kay Boulevard, Bader-Hillcrest in Seward

EXHIBIT "B" Page 1 of 9

- 1.12 <u>Typical Sections</u>. This includes design and drafting the updated typical sections.
- 1.13 <u>Striping and Signing:</u> The Consultant will design and draft the permanent markings for the trail as well as any signs required.
- 1.14 90% Plans. Address NDOR/FHWA review comments from the alignment review meeting. Submit updated plans, updated quantities (DR343E, DR-342 and summary of quantities forms), updated estimate of probably costs using recent bid tabulations and other information, and special provisions (if any).
- 1.15 Quantities/Estimates. Develop and tabulate all of the preliminary quantities. Quantities will be submitted to the Client for each submittal, including the Plan-in-Hand and Functional Plans, using NDOR standard bid items and NDOR quantities forms. Estimates of probable cost will be prepared by the Consultant using recent bid tabulations and other information.
- 1.16 <u>Utility Coordination / Verification.</u> The Consultant will draft utilities on the plans that weren't included in the preliminary plotting and for limited coordination with the utilities to verify the location and type of utility. In addition, the Consultant will coordinate and schedule a Utilities meeting to identify and work through potential conflicts identified in the preliminary plans.
- 1.17 ROW Tract Map & Description. The Consultant will prepare one (1) tract map for use in acquiring additional right of way for the proposed project. The tract map will include the legal description of the acquisition area and will be provided in word document format.
- 2 <u>Categorical Exclusion Document and Resource Reviews.</u> This task covers the additional needs for 4(f) documentation and resource reviews for the revised alignment and updated NEPA Document.
  - 2.1 Resource Review. Using the Form and NDOR guidance, Consultant provide updated information for NDOR to determine if additional consultation is required for the revised alignment.
  - 2.2 Section 4(f) Evaluation. The proposed project will impact an adjacent future park and a 4(f) de minimis evaluation will be required. The proposed sidewalk will require completion of the 4(f) exemption form for construction on the proposed park and for connection to the existing Plum Creek Trail.
- Public Involvement. This task covers the additional public involvement needs for 4(f) documentation and change to the alignment.
  - 3.1 <u>Public Information Mailer.</u> Consultant will Coordinate with NDOR and FHWA to prepare and mail out additional information on the alignment change to minimize impacts to future park property.
- 4 Project Management and QC.
  - 4.1 <u>Project Management</u>. This task includes manage services for the proposed supplemental agreement tasks listed above.
  - 4.2 Quality Assurance/Quality Control. The Consultant will perform QA/QC checks at the 90% plan stage for the plans prepared under this supplemental agreement.

#### C. DELIVERABLES:

- 1. Initial Alignment plan and grades
- 2. 90% Plans for revised alignment
- 4(f) Documentation (one de Minimis and one exception)
- 4. Public Information Mailer

Project Number: URB-6763(1) Control Number: 13161

Project Name: Karol Kay Boulevard, Bader-Hillcrest in Seward

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Version: 7-Mar-16

#### D. SCHEDULE

Notice to Proceed:

2. Initial Alignment review meeting

3. 90% Plans: April 11, 2016 December 8, 2015

(can be completed under current agreement)
July 1, 2017

Project Number: URB-6763(1) Control Number: 13161 Project Name: Karol Kay Boulevard, Bader-Hillcrest in Seward

EXHIBIT "B" Page 3 of 9

# NEPA Categorical Exclusion and Preliminary Engineering Consultant Estimate of Hours

Project Name:
Project Number:
URB-6763(1)

Location (City, County):
Elm Name:
Phone/Email:
Phone

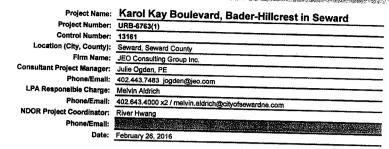


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1.2 Review of Alignment Meeting	3 2	
1.3 Template Roadway Cross-Sections	included as part of CWO#1 hou	rs
1.4 Earthwork	2 4 6 6 24 4 14	
1.5 Roadway Geometric Design	4 6	
1.6 Storm Sewer Design	6 24	
1.7 Street Lighting Design	4 14	
1.8 Construction and Removal	10 10	
1.9 Limits of Construction	2 6 17	
.10 Erosion Control	4	
.11 Right of Way Strip Map	2 8 12	
.12 Typical Sections	24	
.13 Striping & Signing	1 2	
.14 90% Plans		
.15 Quantities/Estimates	6 8 8 8	
.16 Utility Coordination / Verification	4 8 4	OF SWANGER BARRIES LICENSES.

Consultant Independent Cost Estimate Estimate of Hours

EXHIBIT "B" Page 4 of 9

### NEPA Gategorical Exclusion and Preliminary Engineering Consultant Estimate of Hours





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Public Involvement		5		<u> </u>	1989	8 2000 8 2000 8 2000							
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CLASSIFICATIONS\*:

PM SENV ENV ADM = Associate/ Senior Engineer = Engineer = Senior Designer/Technician = Electrical Engineer/Utility Coordinator Project Manager
Senior Environmental Scientist
Environmental Scientist
Administrative SENG QC = SCC = SCM = Quality Control Reviewer Survey Crew Chief Survey Crew Member ENG SDES EE/UC \* For Project Manager, use one of the technical classifi

Consultant Independent Cost Estimate Estimate of Hours

> EXHIBIT "B" Page 5 of 9

<sup>\*\*</sup> 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.

#### NERA Categorical Exclusion and Preliminary Engineering Labor Rates

Project Name:	Karol Kay Boulevard, Bader-Hillcrest in S
Project Number:	URB-6763(1)
Control Number:	13161
Location (City, County):	Seward, Seward County
Firm Name:	JEO Consulting Group Inc.
Consultant Project Manager:	Julie Ogden, PE
Phone/Email:	402,443,7483 jogden@jeo.com
LPA Responsible Charge:	Melvin Aldrich
Phone/Email:	402.643.4000 x2 / melvin.aldrich@cityofsewardne.com
NDOR Project Coordinator:	River Hwang
Phone/Email:	
Date:	February 26, 2016



PM	Creatification (No.	40		The second section of the second seco
SENV	Senior Environmental Scientist	40	\$41.85	\$1,874,00
ENV.	Environmental Scientist		+	
SENG	Associate/ Senior Engineer	1 8	\$22.62	\$135.72
NG	Engineer	26	\$41.85	\$1,088.40
DES	Senior Designer/Technician	60	\$39.37	\$2,362.20
E/UC	Electrical Engineer/Utility Coordinator	133	\$23.76	\$3,160.08
DM	Administrative	10	\$29.64	\$296,40
C	Quality Control Reviewer		\$20.96	\$148.72
CC	Survey Crew Chief	<u> </u>	\$54.04	
СМ	Survey Crew Member	4	\$29.04	\$116.16
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	THE STATE OF THE S	286		\$8,979.38

207.46%

CLASSIFICATIONS:
PM = Project Manager
SENV = Senior Environmental Scientist
ADM = Administrative

SENG = Associate/ Senior Engineer
ENG = Engineer
SDES = Senior Designer/Technician
EE/UC = Electrical Engineer/Utility Coordinator

QC = Quality Control Reviews SCC = Survey Crew Chief SCM = Survey Crew Member

#### Blended Rates Worksheet

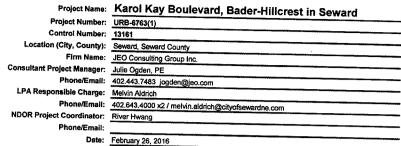
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Julie Ogderi	Project Manager	\$41.85	100.0%
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Senior Environmental Scientist		Transcourt (Inc.)	paratologis at the 200
Environmental Scientist		Blended Rate:	
Robert Hibbits	Environmental Biologist	\$22.62	100.0%
Associate/ Senior Engineer		Blended Rate:	SERVICE VALUE
Julie Ogden	Project Engineer	*** 05	
	T TOJOC ETGINOCI	\$41.85	100.0%
		Blended Rate:	Marian Colombi
Ingineer		Dieliged Rate.	MANUALE CLAUSES
Jake Vasa jon Mooberry	Project Engineer Project Engineer	\$36.35	25.0%
	Froject Engineer	\$40.38	75.0%
Senior Designer/Technician	······································	Blended Rate:	
Ryan O'Toole	Crew Chief	\$25.00	10.0%
Jim O'Gorman	Engineering Tech	\$23.62	90.0%
lectrical Engineer/Utility Coordinator		Blended Rate:	
necurear Engineeriodiny Coordinator			
Jeff Sobczyk	Electrical Engineer	\$41,11	10.0%
Zach Trede	Electrical Engineer	\$28.37	90.0%
		Blended Rate:	ett dat for en et skappere
dministrative		biended Rate: 1	
Evelyn Jansa	Administrative Assistant	\$20.96	100.0%
uality Control Reviewer		Blended Rate:	
Eric Dixon	QC Manager	\$54.04	400
			100.0%
		Blended Rate:	\$\$\$\$\$V. 21. 1896
urvey Crew Chief			English Paris Land Company (1985)
Josh Borchers	Crew Chief	\$29.04	100.0%
rvey Crew Member		Blended Rate:	
		Blended Rate:	

Consultant Inc Assigned.

Labor Rates

EXHIBIT "B" Page 6 of 9

## NEPA Categorical Exclusion and Preliminary Engineering Direct Expenses





Date:	February 26, 2016		•	
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Subconsultants		CHANGIN	Unit Con	Amount
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	And a second state of the	**********	Subtotal	\$52.0
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Company Automobile Survey Vehicle Black and White Copies Color Copies Miscellaneous Postage, Mailing, Deliveries Etc. Equipment Privately Owned Vehicle Automobile Rental Air fare Lodging Meals	Actual reason Actual cost, not to excee	onable cost onable cost onable cost onable cost  bursement amount to employee, not to exceed rates for company vehicles cuttined above.
Breakfast	Statewide \$7.00	Omaha/Douglas County \$10.00
Lunch	\$11.00	\$15.00
Dinner	\$23.00	\$31.00
Incidentals	\$5.00	\$5,00
Totals	\$46.00	\$61.00

<sup>\*</sup> A full list of rates can be found at the following website: www.gsa.gov/perdiem

Consultant Independent Cost Estimate Direct Expenses

> EXHIBIT "B" Page 7 of 9

# NEPA Categorical Exclusion and Preliminary Engineering Cost by Task

Project Name:
Project Number:
Control Number:
Location (City, County):
Firm Name:
Firm Name:
Consultant Project Manager:
Phone/Email:
Phone/Email:
NDOR Project Coordinator:
Phone/Email:
Date:

Karol Kay Boulevard, Bader-Hillcrest in Seward
URB-6763(1)
13161
Seward County
JEO Consulting Group Inc.
JEO Consulting Group Inc.
JULIE Ogden, PE
402.443.7483 jogden@jeo.com
Melvin Aldrich
402.643.4000 ×2 / melvin.aldrich@cityofsewardne.com
NDOR Project Coordinator:
River Hwang
Phone/Email:
Phone/Email:
February 26, 2016



		Cost	207.46%	13.20%	Project Cos
or Engineering Services:		T		oriani dan dan	dravious con
Final Design	231	\$6,974.78	\$14,469.88	\$2,830,70	\$24,275.36
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Tategoriear Exclusion document & Resource Reviews	21	\$763.47	\$1,583.89	\$309.85	\$2,657.21
Public Involvement					<u> </u>
	29	\$334,94	\$694.87	\$135.93	\$1,165,74
Project Management & QC					
7	34	\$906,19	\$1,879.98	\$367.77	\$3,153.94
ect Expenses					
TAL					\$52.08
	315	\$8,979.38	\$18,628.62	\$3,644.25	\$31,304.33

Consultant Independent Cost Estimate Cost by Task

EXHIBIT "B" Page 8 of 9

### NEPA Categorical Exclusion and Preliminary Engineering Project Cost

Project Name:
Project Number:
Control Number:
Location (City, County):
Firm Name:
Consultant Project Manager:
Phone/Email:
LPA Responsible Charge:
Phone/Email:
NDOR Project Coordinator:
Phone/Email:
Phone/Email:
Phone/Email:
Phone/Email:
Phone/Email:
February 26, 2016

Karol Kay Boulevard, Bader-Hillcrest in Seward
URB-6763(1)
Seward, Seward County
JEO Consulting Group Inc.

JEO Consulting Group Inc.

JEO Consulting Group Inc.

Melvin Aldrich

402.643.4000 x2 / melvin.aldrich@cityofsewardne.com



S. On P. Seastle Hou. Project Manager	Hours	Rate	Amount
Senior Environmental Scientist	40	\$41.85	\$1,674.0
nvironmental Scientist			91,014.0
ssociate/ Senior Engineer	6	\$22.62	\$135.72
ngineer	26	\$41.85	\$1,088.10
enior Designer/Technician	60	\$39.37	\$2,362.20
lectrical Engineer/Utility Coordinator	133	\$23.76	\$3,160.08
dministrative	10	\$29.64	\$296.40
uality Control Reviewer	7	\$20.96	\$146.72
urvey Crew Chief		\$54.04	<u> </u>
urvey Crew Member	4	\$29.04	\$116,16
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	286		\$8,979.38
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Printing and Reproduction Costs		
Mileage/Travel		
Lodging/ Meats		
Other Miscellaneous Costs		
		\$52.08
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Total Project Social		
Direct Labor Costs		APPOUR
Overhead @ 207.46		\$8,979.38
Total Labor Costs		\$18,628,62
Fixed Fee @ 13.209	6	\$27,608.00
Direct Expenses		\$3,844.26
DOO IF ON A DEED		\$52.08
PROJECT COST		
		\$31,304.34

Consultant Independent Cost Estimate Project Cost

EXHIBIT "B" Page 9 of 9

#### RESOLUTION NO. 2016-

Whereas: City of Seward and JEO Consulting Group, Inc., have previously executed a Preliminary Engineering Services Agreement (BK1329) for a transportation project for which the Local Public Agency (LPA) would like to obtain Federal funds;

Whereas: City of Seward 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 Seward and JEO Consulting Group, 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 Seward, Nebraska that:

Joshua Eickmeier, Mayor of the City of Seward, is hereby authorized to sign the attached Final Design Engineering Services Supplemental Agreement No. 2 between the City of Seward, and JEO Consulting Group, Inc.

NDOR Proj	ect Number: URB-6763(1)	
NDOR Cont	rol Number: 13161	
NDOR Proj	ect Description: Karol Kay Blvd.	, Bader-Hillcrest
Ado	opted this day of	, 2016 at Seward, Nebraska
		THE CITY OF SEWARD, NEBRASKA
ATTEST:		Joshua Eickmeier, Mayor
	Bonnie Otte Assistant Administrator/ Clerk-Treasurer Budget & HR Director	

(SEAL)