

# **City of Seward, NE**

**Tuesday, May 3, 2016**

**Regular Session**

## **Item G3**

### **CONSIDERATION OF SUPPLEMENTAL AGREEMENT NO. 3 WITH SCHEMMER ASSOCIATES, INC FOR SEWARD TRAIL PROJECT - John Hughes**

**Administrative Report:** This supplemental agreement is to realign the Seward Trail so it does not cross through the middle of the farm ground west of Augusta Drive per the landowner. This realignment requires additional survey, wetland delineation and redesign of approximately 1 mile of trail. This supplemental agreement also covers the hazardous material research that was inadvertently removed from the total direct expenses in the agreement.

**The total additional costs are \$28,621.13**

**Following review and discussion, a motion to approve this supplemental agreement would be in order.**

**Staff Contact:**

### SUPPLEMENTAL AGREEMENT # 3

CITY OF SEWARD  
THE SCHEMMER ASSOCIATES, INC.  
PROJECT NO. ENH-80(33)  
CONTROL NO. 13225  
SEWARD TRAIL

**THIS SUPPLEMENTAL AGREEMENT** is between the City of Seward ("LPA") and The Schemmer Associates Inc. ("Consultant"), collectively referred to as the "Parties".

**WHEREAS**, Consultant and LPA entered into an agreement ("Original Agreement") BK1313 and Supplemental Agreement #1 and #2 providing for Consultant to provide Preliminary Engineering for LPA's Federal Aid project, and

**WHEREAS**, it is necessary that design for new trail alignment tasks 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-80(33), as evidenced by the Resolution of LPA, attached as EXHIBIT "B" 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 3, 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 April 19, 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 as set out in the Original Agreement, Supplemental Agreement(s) #1, and this Supplemental Agreement by December 31, 2018.

#### **SECTION 3. FEES AND PAYMENTS**

For the work required, SECTION 9 FEES AND PAYMENTS of the Original Agreement, as amended in supplement(s) #1 and #2, is hereby further amended in accordance with Exhibit "B" so that the fixed-fee-for-profit is increased from \$41,854.14 to \$44,678.44, an increase of \$2,824.30. Actual costs are increased from \$340,202.95 to \$365,999.78, an increase of \$25,796.83. The total agreement amount is increased from \$382,057.09 to \$410,678.22, an increase of \$28,621.13 which Consultant must not exceed without the prior written approval of the State.

Project No. ENH-80(33)  
Control No. 13225  
Seward Trail  
Template T-AGR-1S Revised 8-4-14

**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.

THE SCHEMMER ASSOCIATES, INC.  
Steve D. Kathol, P.E.

\_\_\_\_\_  
Principal

STATE OF NEBRASKA       )  
                                      )ss.  
DOUGLASCOUNTY        )

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

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

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

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 for  
Federal Funding Eligibility:

\_\_\_\_\_

\_\_\_\_\_  
Date

AGRS-1S

Consultant Work Order  
(Local Projects)

Project No.: ENH-80(33)		Control No.: 13225	
Consultant (Name and Representative) Schemmer Associates, Doug Holle		Work Order No.: 3	
LPA: (Name and Representative) City of Seward, Melvin Aldrich		Agreement No.: BK 1313	
		Constr. Change Order No.: (if applicable)	
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.			
Justification to modify agreement: (include scope of services, deliverables, and schedule) See attached			
Work Title		Summary of Fee	
		A. Total Direct Labor Cost	= 8,105.82
		B. Overhead (Factor * x A)	= 13,788.01
		C. A + B	= 21,893.83
		D. Profit/Fee (Factor ** x C)	= 2,824.30
		E. Direct Non-Labor Cost	= 513.00
		F. Subconsultant Services	= 3,390.00
Total Fee Notes: see attached for hour breakdown		TOTAL FEE: C + D + E + F	= \$28,621.13
		<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: Schemmer  
Doug Holle Name Doug Holle Signature 4-6-16 Date

LPA: City of Seward  
Melvin Aldrich Name Melvin Aldrich Signature 4-8-16 Date

LPS PC (for Preliminary Engineering) and State Rep. (for Construction Engineering):  
Judy Borer Name Judy Borer Signature 4-8-16 Date

LPS Unit Head Review (for PE Phase):  
Jeff Saula Name Jeff Saula Signature 4/8/16 Date

LPS Engineer or Construction Engineer (Construction Phase):  
LARRY LEGG Name LARRY LEGG Signature 4/8/16 Date

FHWA: (FHWA Approval on Full Oversight Projects Only)  
\_\_\_\_\_  
Name Signature Date

Distribution: Consultant, LPA - RC, State Rep., FHWA, LPS PC, NDOR Agreements Engineer, Highway Funds Manager, CD PC  
DR Form 250, March 2014

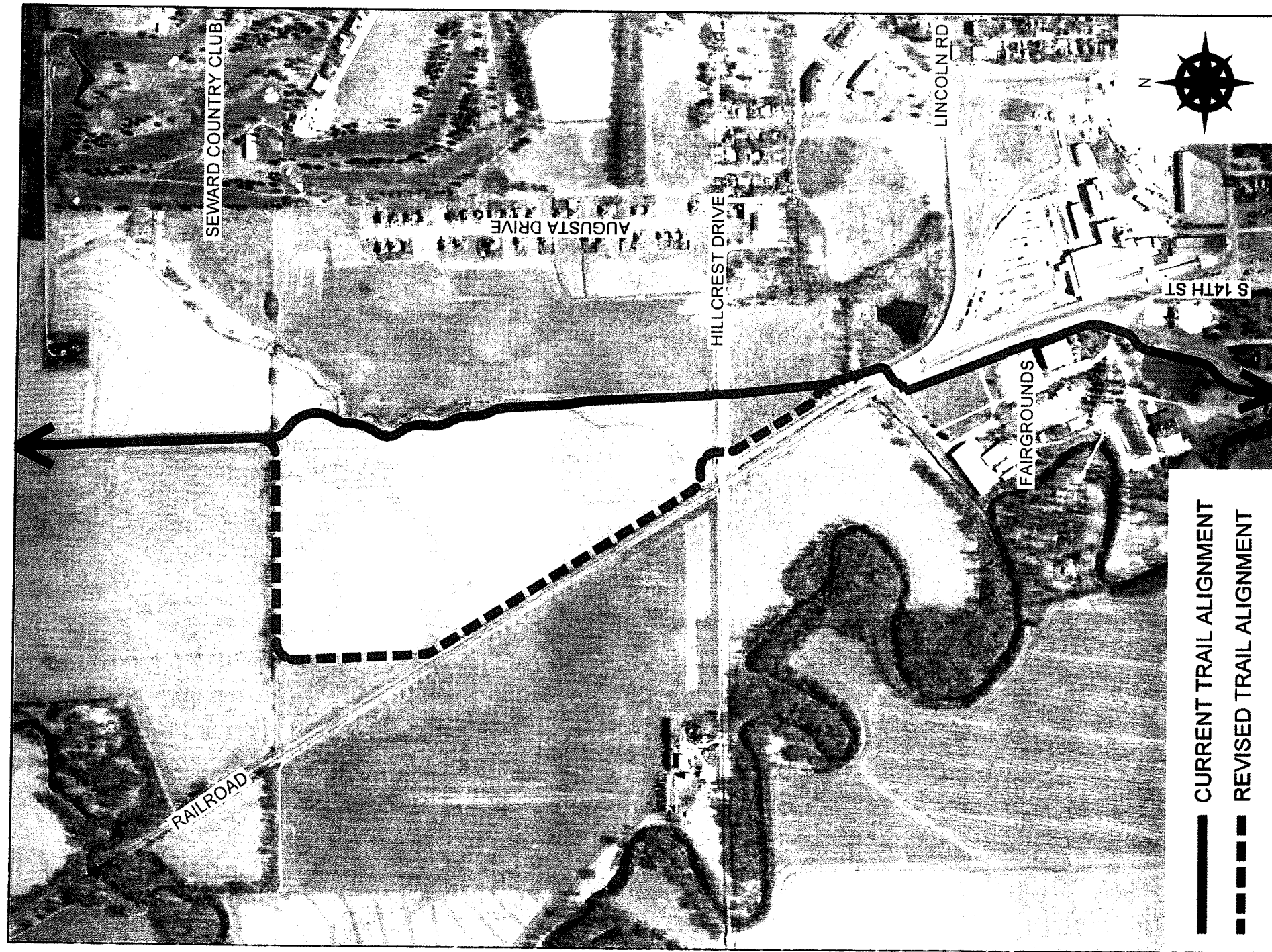
Notice to Proceed will be granted by email by:  
LPS PC for Preliminary Engineering &  
CD PC for Construction Engineering.

Notice to Proceed Date:  
4-19-16

Work Order #3 Scope  
ENH-80(33), CN 13225

The City of Seward has requested a realignment of the trail between the North end of the Fairgrounds north to ½ mile north of Bluff Road (Hillcrest Drive). This new alignment would require additional survey, wetland delineation and redesign of approximately 1 mile of the trail. The reason for the new trail alignment is the City is in the process of acquiring the property immediately west of the golf course for future golf course expansion. Because of this expansion, the City does not want the trail to cross through the future golf course. The attached figure identifies the revised trail alignment.

In addition, in reviewing the original PE agreement, it was discovered that the direct expense of \$1390.00 for the hazardous material research was inadvertently removed from the total direct expenses. Therefore, this expense is added into this work order.



Hour Estimate Form  
Work Order #3-Additional Survey and Design (north of Bluff Road)  
Seward Trail  
City of Seward  
NDOR Project No. ENH-80433; C.N. 13225  
March 15, 2016



Exhibit C  
Seward Trail  
City of Seward  
  
NDOR Project No. ENH-80(33); C.N. 13225  
Work Order #3-Additional Survey and Design (north of Bluff Road)

March 15, 2016

FEE SUMMARY SCHEDULE

Direct Salary Costs

PROJECT TASK & PERSONNEL CLASSIFICATION	ESTIMATED HOURS	RATE	ESTIMATED LABOR CHARGE	TASK COST
<b>I. Project Management</b>				
PRINCIPAL	0	\$73.08	\$0.00	\$0.00
PROJECT MANAGER	10	\$56.60	\$566.00	\$566.00
SENIOR PROJECT ENGINEER	0	\$50.52	\$0.00	\$0.00
REGISTERED DESIGN ENGINEER	0	\$42.80	\$0.00	\$0.00
ENGINEER/ SENIOR TECHNICIAN	0	\$26.63	\$0.00	\$0.00
ENGINEERING TECHNICIAN	0	\$26.06	\$0.00	\$0.00
REGISTERED SURVEYOR	0	\$39.79	\$0.00	\$0.00
PARTY CHIEF SURVEYOR	0	\$20.58	\$0.00	\$0.00
ASSOCIATE SURVEYOR	0	\$19.46	\$0.00	\$0.00
NEPA SPECIALIST	0	\$42.94	\$0.00	\$0.00
ADMINISTRATIVE ASSISTANT	0	\$21.80	\$0.00	\$0.00
				\$8,358.85
<b>II. Field Survey</b>				
PRINCIPAL	0	\$73.08	\$0.00	\$0.00
PROJECT MANAGER	0	\$56.60	\$0.00	\$0.00
SENIOR PROJECT ENGINEER	0	\$50.52	\$0.00	\$0.00
REGISTERED DESIGN ENGINEER	0	\$42.80	\$0.00	\$0.00
ENGINEER/ SENIOR TECHNICIAN	0	\$26.63	\$0.00	\$0.00
ENGINEERING TECHNICIAN	0	\$26.06	\$0.00	\$0.00
REGISTERED SURVEYOR	16	\$39.79	\$636.64	\$636.64
PARTY CHIEF SURVEYOR	72	\$20.58	\$1,481.76	\$1,481.76
ASSOCIATE SURVEYOR	32	\$19.46	\$622.72	\$622.72
NEPA SPECIALIST	0	\$42.94	\$0.00	\$0.00
ADMINISTRATIVE ASSISTANT	0	\$21.80	\$0.00	\$0.00
				\$8,358.85
<b>III. Preliminary Design</b>				
PRINCIPAL	0	\$73.08	\$0.00	\$0.00
PROJECT MANAGER	0	\$56.60	\$0.00	\$0.00
SENIOR PROJECT ENGINEER	12	\$50.52	\$606.18	\$606.18
REGISTERED DESIGN ENGINEER	59	\$42.80	\$2,525.00	\$2,525.00
ENGINEER/ SENIOR TECHNICIAN	0	\$26.63	\$0.00	\$0.00
ENGINEERING TECHNICIAN	64	\$26.06	\$1,667.52	\$1,667.52
REGISTERED SURVEYOR	0	\$39.79	\$0.00	\$0.00
PARTY CHIEF SURVEYOR	0	\$20.58	\$0.00	\$0.00
ASSOCIATE SURVEYOR	0	\$19.46	\$0.00	\$0.00
NEPA SPECIALIST	0	\$42.94	\$0.00	\$0.00
ADMINISTRATIVE ASSISTANT	0	\$21.80	\$0.00	\$0.00
				\$14,633.31
<b>Subtotal Direct Salary Costs</b>				
	265		\$8,105.82	\$8,105.82
<b>Overhead Costs</b>				
		170.1%	\$13,788.01	\$13,788.01
<b>Subtotal Labor Charges + Overhead</b>				
			\$21,893.83	\$21,893.83
<b>Fixed Fee</b>				
		12.90%	\$2,824.30	\$2,824.30
<b>Subtotal Labor Charges + Overhead + Fixed Fee</b>				
			\$24,718.13	\$24,718.13
<b>DIRECT NON-SALARY COSTS:</b>				
Printing - full-size	No.	Rate (\$)		
Mileage	\$	\$		
Survey Mileage	950	0.540	\$	\$
Misc. Dozer for Geotech Drilling		0.540	\$	\$13.00
Geotech (Field Drilling Subcontractor)			\$	
Geotech (Lab Reimbursable)			\$	
Lodging			\$	
Title Search			\$	
Wetland Delineation (EA)	1	2,000.00	\$	\$ 2,000.00
Per Diem			\$	
Hazardous Material Research (EA)	1	1,390.00	\$	\$ 1,390.00
Sub-Total Direct Non-Salary Costs			\$	\$ 3,803.00
<b>TOTAL ESTIMATED FEE</b>				<b>\$28,621.13</b>

### **Exhibit Modification A-1: Scope of Work (Contract No. 0700963B)**

This Modification Scope of Work is incorporated into the Consulting Services Contract referenced above between EA Engineering, Science, and Technology, Inc., PBC and The Schemmer Associates.

EA will conduct the following activities for this modification to the project:

- Perform an additional site visit and complete the wetland delineation on the realignment of the Seward Trail in Seward, NE as shown in Figure 1.
- EA will submit a draft wetland delineation report to you for review. EA will incorporate any comments into the final wetland delineation report.

#### **ASSUMPTIONS**

In executing this scope of work, EA has priced this project on the following assumptions:

- EA will submit the draft wetland delineation report 10 days after completion of the site visit and the final wetland delineation report within 5 days after comments are provided to EA.
- Submittal of a 404 permit to the US Army Corps of Engineers has not been included.
- Boundaries of any wetlands will be identified by EA and surveyed using a sub-meter GPS unit. EA will provide an ArcMap Shape file containing the wetland boundaries to The Schemmer Associates.
- EA assumes that mitigation will not be necessary and a wetland mitigation plan has not been included. Should wetland mitigation become necessary, EA can provide a separate cost proposal to provide a wetland mitigation plan.



**Exhibit Modification B-1: Price Schedule (Contract No. 0700963B)**

The following project price and/or rates apply to the services provided by EA Engineering, Science, and Technology, Inc., PBC for the project and contract referenced above.

EA proposes to perform the requested services as outlined for an additional fixed price of **\$2,000.00**. The labor and other direct costs necessary to complete work are included in the fixed price. Consequently, the inclusion of this modification cost will raise the total project and contract amount to **\$9,970.00**.



The Schemmer Associates Seward Trail Realignment Wetland Delineation Cost Estimate - Modification 2									
	Project Manager	Senior Technical Review	Senior Scientist/Geol ogist	Mid Scientist/G eologist	Junior Scientist/G eologist	CADD/GIS	Administrative Assistant	TOTAL	Comments
Phase 1 - Wetland Delineation									
Mobilization					2				
Desktop Analysis					2				
Field Work					7				
Draft Report	1	1			9				
Final Report	1				2				
Task Total Hours									
	2	1	0	0	22	0	0	25	
Total Phase 1									
	2	1	0	0	22	0	0	25	

TOTAL COST SUMMARY						
The Schemmer Associates						
Seward Trail Realignment Wetland Delineation						
Cost Estimate - Modification 2						
	Labor Hours	Labor Cost	Subcontractor	ODC's	Travel	TOTAL
Phase 1 - Wetland Delineation	25	\$1,820.19	\$0.00	\$179.81	\$0.00	\$2,000.00
TOTALS	25	\$1,820.19	\$0.00	\$179.81	\$0.00	\$2,000.00

**RESOLUTION**  
**PRELIMINARY ENGINEERING SERVICES AGREEMENT**  
**SUPPLEMENTAL AGREEMENT NO. 3 – BK1313**

CITY OF SEWARD

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

**Whereas:** City of Seward and The Schemmer Associates, Inc., have previously executed a Preliminary Engineering Services Agreement (BK1313) 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 The Schemmer 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 Seward, Nebraska that:

Joshua Eickmeier, Mayor of City of Seward is hereby authorized to sign the attached Preliminary Engineering Services Supplemental Agreement No. 3 between the City of Seward and The Schemmer Associates, Inc.

NDOR Project Number: ENH-80(33)

NDOR Control Number: 13225

NDOR Project Description: Seward Trail

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

The City Council of City of Seward, Nebraska:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Board/Council Member \_\_\_\_\_  
Moved the adoption of said resolution  
Member \_\_\_\_\_  
Roll Call: \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Abstained \_\_\_\_\_ Absent \_\_\_\_\_  
Resolution adopted, signed and billed as adopted

Attest:

\_\_\_\_\_  
Signature City Clerk

RESOLUTION NO.

**Whereas:** City of Seward and The Schemmer Associates, Inc., have previously executed a Preliminary Engineering Services Agreement (BK1313) 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 The Schemmer 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 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. 3 between the City of Seward, and The Schemmer Associates, Inc.

NDOR Project Number: ENH-80(33)

NDOR Control Number: 13225

NDOR Project Description: Seward Trail

Adopted this 3<sup>rd</sup> day of May, 2016 at Seward, Nebraska.

THE CITY OF SEWARD, NEBRASKA

ATTEST:

\_\_\_\_\_  
Joshua Eickmeier, Mayor

\_\_\_\_\_  
Bonnie Otte  
Assistant Administrator  
Clerk-Treasurer  
Budget & HR Director

(SEAL)