

City of Seward, NE
Tuesday, January 6, 2015
Regular Session

Item G7

**CONSIDERATION OF A SUPPLEMENTAL AGREEMENT
WITH ALFRED BENESCH & CO - NDOR COLUMBIA
AVENUE PROJECT NO. STPAA-6759(2) - John Hughes**

Consideration of a Resolution Approving Supplemental Agreement No. 1-BK1413

Administrative Report: Based on the construction schedule, there was a gap of approximately 10 days in which no work was scheduled to be performed during the sanitary sewer main observation period. Additional construction inspection was needed due to an increase in the number of sanitary sewer services added to the original contract and the addition of water services to the water main installation. The additional work was considered a non controlling operation and no working days were charged, but required construction inspection.

Staff Contact:

SUPPLEMENTAL AGREEMENT #1

CITY OF SEWARD
ALFRED BENESCH & COMPANY
PROJECT NO. STPAA-6759(2)
CONTROL NO. 12693
COLUMBIA AVE., SEWARD

THIS SUPPLEMENTAL AGREEMENT is between the City of Seward ("LPA") and Alfred Benesch & Company ("Consultant"), collectively referred to as the "Parties".

WHEREAS, Consultant and LPA entered into an agreement ("Original Agreement") BK1413 providing for Consultant to provide construction engineering for LPA's Federal Aid project, and

WHEREAS, it is necessary that additional working days for sanitary sewer inspection and 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. STPAA-6759(2), 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 in Exhibit "B" Consultant Work Order 1, 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 October 31, 2014. 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, and this Supplemental Agreement.

SECTION 3. FEES AND PAYMENTS

For the work required, SECTION 7 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 \$7,711.18 to \$9113.10, an increase of \$1,401.92. Actual costs are increased from \$59,157.26 to \$70,348.69, an increase of \$11,191.43. The total agreement amount is increased from \$66,868.44 to \$79,461.79, an increase of \$12,593.35 which Consultant must not exceed without the prior written approval of LPA.

Project No. STPAA-6759(2)
Control No. 12693
Columbia Ave., Seward

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AGREEMENT # BK1413 Sup # 1

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.

Consultant Work Order (Local Projects)

Project No.: STPAA - 6759 (2)		Control No.: 12693	
Consultant: (Name and Representative) Alfred Benesch & Company		Agreement No.: 1293X	Work Order No.: 1
LPA: (Name and Representative) City of Seward - Malvin Aldrich		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) Based on the construction schedule there was a gap of approximately 10 days in which no work was scheduled to be performed during the sanitary sewer main observation period. Additional Construction inspection was needed due to an increase in the number of sanitary sewer services added to the original contract and the addition of water services to the water main installation. The additional work was considered a non controlling operation and no working days were charged, but required construction inspection.</p>			
Work Title		Summary of Fee	
Additional Construction Engineering Services		A. Total Direct Labor Cost	= 3,868.50
		B. Overhead (Factor * x A)	= 6,181.09
		C. A + B	= 10,049.59
		D. Profit/Fee (Factor ** x C)	= 1,401.92
*Overhead Factor:	159.78%	E. Direct Non-Labor Cost	= 1,141.84
**Profit/Fee Factor:	13.95%	F. Subconsultant Services	=
Total Fee Notes: 1 project manager, 1 Inspector, 1 surveyor - Total hours 179.5 including travel for 13 days.		TOTAL FEE: C + D + E + F	= \$12,593.35
		<input type="checkbox"/> ESTIMATED TOTAL FEE:	
		<input checked="" type="checkbox"/> FINAL TOTAL FEE:	\$12,593.35

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

Consultant:
Jeffery A Sackel Name [Signature] Signature 10/29/14 Date

LPA:
Malvin Aldrich Name [Signature] Signature 10/29/14 Date

LPS PC (for Preliminary Engineering) and State Rep. (for Construction Engineering):
ERNEST L. MURILLO Name [Signature] Signature 31 OCT 2014 Date

LPS Unit Head Review (for PE Phase):
 _____ Name _____ Signature _____ Date

LPS Engineer or Construction Engineer (Construction Phase):
Greg Wood Name [Signature] Signature 10/31/2014 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: <u>[Signature]</u> <u>10/31/2014</u>
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Distribution: Consultant, LPA – RC, State Rep., FHWA, LPS PC, NDOR Agreements Engineer, Highway Funds Manager, CD PC
 DR Form 250, March 2014

EXHIBIT "B"

RESOLUTION

**CONSTRUCTION ENGINEERING SERVICES AGREEMENT
SUPPLEMENTAL AGREEMENT NO. 1 – BK1413**

CITY OF SEWARD

Resolution No. _____

Whereas: City of Seward and Alfred Benesch & Company, have previously executed a Construction Engineering Services Agreement (BK1413) 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 Alfred Benesch & Company 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 City Council of the City of Seward, Nebraska that:

Joshua Eckmeier, Mayor of City of Seward is hereby authorized to sign the attached Construction Engineering Services Supplemental Agreement No. 1 between the City of Seward and Alfred Benesch & Company.

NDOR Project Number: STPAA-6759(2)

NDOR Control Number: 12693

NDOR Project Description: Columbia Ave., Seward

Adopted this _____ day of _____, 20__ at _____ Nebraska.

The City Council of City of Seward, 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"

Councilmember introduced the following resolution:

RESOLUTION NO. 2015-

Whereas: City of Seward and Alfred Benesch & Company, have previously executed a Construction Engineering Service Agreement (BK1413) 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 Alfred Benesch & Company 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 City Council of the City of Seward, Nebraska that:

Joshua Eickmeier, Mayor of the City of Seward, is hereby authorized to sign the attached Construction Engineering Services Supplemental Agreement No. 1 between the City of Seward, Nebraska and Alfred Benesch & Company.

NDOR Project Number: STPAA-6759(2)

NDOR Control Number: 12693

NDOR Project Description: Columbia Ave., Seward

Councilmember moved, seconded by Councilmember , that the resolution be adopted. Upon vote, the following Councilmembers voted Aye: . Nay: None. Absent: .

Adopted this 6th day of January, 2015 at Seward, Nebraska.

THE CITY OF SEWARD, NEBRASKA

ATTEST:

Joshua Eickmeier, Mayor

Bonnie Otte
Assistant Administrator/
Clerk-Treasurer
Budget & HR Director

(SEAL)