

City of Seward, NE

Tuesday, July 21, 2015

Regular Session

Item G8

CONSIDERATION OF SUPPLEMENTAL AGREEMENT NO. 1 WITH JEO CONSULTING GROUP, INC. FOR NDOR KAROL KAY BLVD, BADER-HILLCREST PROJECT FOR ENGINEERING AND DESIGN OF MITIGATION PLAN AND SITE - Mel Aldrich

Consideration of a Resolution approving Supplemental Agreement No. 1 with JEO Consulting Group for Karol Kay Blvd, Bader-Hillcrest Project for engineering and design of mitigation plan and site

Administrative Report: Wetland mitigation will be required as part of the project. The scope of work will provide for the mitigation plan and design of the on-site wetland mitigation for the project.

Following review and discussion, a motion to approve the agreement via the resolution would be in order.

Staff Contact:

SUPPLEMENTAL AGREEMENT #1

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 wetland mitigation 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" 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 June 23, 2015. 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 by October 9, 2016.

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 \$14,004.50 to \$15,083.49, an increase of \$1,078.99. Actual costs are increased from \$118,149.34 to \$126,333.87, an increase of \$8,184.53. The total agreement amount is increased from \$132,153.84 to \$141,417.36, an increase of \$9,263.52 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 # 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.

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.

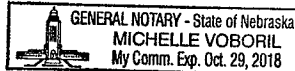
EXECUTED by Consultant this 1st day of July, 2015.

JEO CONSULTING GROUP, INC.
Robert S. Brigham

Robert S. Brigham
President

STATE OF NEBRASKA)
)ss.
SAUNDERS COUNTY)

SUBSCRIBED AND SWORN to before me this 1st day of July, 2015.



Michelle Voboril
Notary Public

EXECUTED by LPA this _____ day of _____, 2015.

CITY OF SEWARD
Joshua Eickmeier

Mayor

Subscribed and sworn to before me this _____ day of _____, 2015.

Clerk

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

Date

AGRS-1S

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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AGREEMENT # BK1329 Sup # 1

Consultant Work Order (Local Projects)

Project No.: URB-6763(1)		Control No.: 13161		
Consultant: (Name and Representative) JEO Consulting Group, Inc. Julie Ogden		Agreement No.: BK1329	Work Order No.: 1	
LPA: (Name and Representative) City of Seward, Melvin Aldrich		Constr. Change Order No.: (If applicable) NA		
<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) Wetland mitigation will be required as part of the project, the attached scope of work will provide for the mitigation plan and design of the on-site wetland mitigation for the project.</p>				
Work Title		Summary of Fee		
Preliminary Engineering		A. Total Direct Labor Cost	= 2,736.66	
		B. Overhead (Factor * x A)	= 5,437.47	
		C. A + B	= 8,174.13	
		D. Profit/Fee (Factor ** x C)	= 1,078.99	
	*Overhead Factor:	198.69%	E. Direct Non-Labor Cost	= 10.40
	**Profit/Fee Factor:	13.20%	F. Subconsultant Services	= 0.00
Total Fee Notes: Direct Non-Labor cost includes the facility capital cost (which is 0.38% of direct labor)		TOTAL FEE: C + D + E + F	= \$9,263.52	
		<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:
Julie Ogden [Signature] 4/13/15
Name Signature Date

LPA:
Melvin Aldrich [Signature] 5/6/15
Name Signature Date

LPS PC (for Preliminary Engineering) and State Rep. (for Construction Engineering):
Ruth Tjens [Signature] 6/16/15
Name Signature Date

LPS Unit Head Review (for PE Phase):
Jeff Sula [Signature] 6/18/15
Name Signature Date

LPS Engineer or Construction Engineer (Construction Phase):
Larry L. Heger [Signature] 6/20/15
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:
6/23/15 [Signature]

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

EXHIBIT "B"
Page 1 of 7

SCOPE OF SERVICES

Amendment #1 (wetland mitigation)

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 wetlands and will require mitigation. A mitigation plan and construction details will need to be prepared in order to obtain a US Army Corps of Engineers Permit. Wetland mitigation was not part of the original scope of work but now is required due to the selection of the preferred alternate.

B. SCOPE OF WORK:

- 1 12 Point Mitigation Plan. The Consultant will prepare a mitigation plan for the wetland impacts. This document will be included as part of the Army Corps of Engineers 404 permit submittal. One meeting with NDOR, FHWA and /or Corps of Engineers is included in this scope of work.
 - 1.1 Site selection. Describe the factors considered during the site selection process including onsite alternatives and watershed needs. Provide baseline information of the proposed mitigation project site.
 - 1.2 Determination of credits. Determination of the number of credits to be provided.
 - 1.3 Mitigation plan. Provide work descriptions for the mitigation project, including: construction methods, timing, source of water, plans to control invasive plant species, and erosion control measures.
 - 1.4 Maintenance plan. Description and schedule of maintenance requirements to ensure the continued viability of the resource once initial construction is completed.
 - 1.5 Monitoring requirements. Develop parameters to be monitored and a schedule for monitoring and reporting monitoring results.
 - 1.6 Long-term management plan. Provide a description of how the mitigation project will be managed after performance standards have been met, including long-term financing mechanisms and the party responsible for long-term management.
 - 1.7 Adaptive management plan. Provide a plan to address unforeseen changes in site conditions and identify the party responsible for implementing adaptive management measures.
 - 1.8 Financial assurances. Provide financial assurances and how they are sufficient to ensure a high level of confidence that the mitigation project will be successfully completed.
- 2 Design of mitigation site: layout site to be used for mitigation and provide construction details so it can be built concurrent with project. Items of work would include: Excavation of mitigation area, Seeding and erosion control for mitigation area

C. DELIVERABLES:

1. 12 Point Mitigation Plan
2. Meeting Minutes

D. SCHEDULE

1. Notice to Proceed: May 1, 2015
2. 12 Point Mitigation Plan: June 1, 2015
3. Mitigation Site Design: June 19, 2015

Project Number: URB-6763(1)

Control Number: 13161

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

EXHIBIT "B"
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Amendment #1 (wetland mitigation) Consultant Estimate of Hours

Project Name: **Karol Kay Boulevard, Bader-Hillcrest in Seward**
 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: **John Hughes**
 Phone/Email: **402.643.4000 x4 / John.Hughes@cityofsewardne.com**
 NDOR Project Coordinator: **Raife Tigeris**
 Phone/Email: **402.478.3843 / raife.tigeris@nebraska.gov**
 Date: **April 8, 2015**



TASKS	PERSONNEL CLASSIFICATIONS**											
	PM	SENV	ENV	SENG	ENG	SDES	EEUC	ADM	QC	SCC	SCM	Total
For Engineering Services:												
1. 12 Point Mitigation Plan												
1.1 Site Selection	2	1	4									7
1.2 Determination of credits		1	2									3
1.3 Mitigation plan	1	2	4									7
1.4 Maintenance plan	1	2	5									8
1.5 Monitoring requirements	1	2	4									7
1.6 Long-term management plan		2	4									6
1.7 Adaptive management plan		2	4									6
1.8 Financial assurances	1		1					1	2			5
2. Design of Mitigation Site												
2.1 Plan Preparation	4				12	30			1	4		51
Total Hours	10	12	29		12	30			2	6		101
Total Days (8 hrs)	1.3	1.5	3.6		1.5	3.6			0.3	0.8		12.6

CLASSIFICATIONS:

PM = Project Manager SENG = Associate/Senior Engineer QC = Quality Control Reviewer
 SENV = Senior Environmental Scientist ENG = Engineer SCC = Survey Crew Chief
 ENV = Environmental Scientist SDES = Senior Designer/Technician SCM = Survey Crew Member
 ADM = Administrative EEUC = Electrical Engineer/Utility Coordinator

* 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.

Consultant Independent Cost Estimate
Estimate of Hours

EXHIBIT "B"
Page 3 of 7

Amendment #1 (wetland mitigation) Labor Rates

Project Name: **Karol Kay Boulevard, Bader-Hillcrest in Se**
 Project Number: **URB-47634(1)**
 Control Number: **13181**
 Location (City, County): **Seward, Seward County**
 Firm Name: **JEC Consulting Group Inc.**
 Consultant Project Manager: **Jake Ogden, PE**
 Phone/Email: **402.443.7483 / jogden@jec.com**
 LPA Responsible Charge: **John Hughes**
 Phone/Email: **402.543.4009 x4 / John.Hughes@cityofsewardne.com**
 NDOR Project Coordinator: **Ralph Tysick**
 Phone/Email: **402.479.3843 / ralph.tysick@nebraska.gov**
 Date: **April 8, 2015**



Code	Classification Title	Hours	Blended Rate	Amount
PM	Project Manager	10	\$39.68	\$396.80
SENV	Senior Environmental Scientist	12	\$24.41	\$292.92
SENV	Environmental Scientist	28	\$22.62	\$633.96
SENG	Associate/Senior Engineer		\$39.68	
SENG	Engineer	12	\$26.35	\$316.20
SDES	Senior Designer/Technician	30	\$23.62	\$708.60
EBAUC	Electrical Engineer/Utility Coordinator			
ADM	Administrative	2	\$20.96	\$41.92
QC	Quality Control Reviewer	6	\$54.04	\$324.24
SCC	Survey Crew Chief			
SCM	Survey Crew Member			
TOTALS		101		\$2,738.55

Overhead Rate: 188.69% Fixed Fee: 13.20%

CLASSIFICATIONS:
 PM = Project Manager SENG = Associate/Senior Engineer QC = Quality Control Reviewer
 SENV = Senior Environmental Scientist ENG = Engineer SCC = Survey Crew Chief
 ENV = Environmental Scientist SDES = Senior Designer/Technician SCM = Survey Crew Member
 ADM = Administrative EBAUC = Electrical Engineer/Utility Coordinator

Blended Rates Worksheet

STAFFING PLAN			
EMPLOYEE NAME	CLASSIFICATION ¹	SALARY RATE	% ASSIGNED ²
Project Manager			
Jake Ogden	Project Manager	\$39.68	100.0%
		Blended Rate:	\$39.68
Senior Environmental Scientist			
Shelly McPherson	Environmental Biologist	\$24.41	100.0%
		Blended Rate:	\$24.41
Environmental Scientist			
Robert Hibbs	Environmental Biologist	\$22.62	100.0%
		Blended Rate:	\$22.62
Associate/Senior Engineer			
Jake Ogden	Project Engineer	\$39.68	100.0%
		Blended Rate:	\$39.68
Engineer			
Jake Vaca	Project Engineer	\$26.35	100.0%
		Blended Rate:	\$26.35
Senior Designer/Technician			
Jim O'Gorman	Engineering Tech	\$23.62	100.0%
		Blended Rate:	\$23.62
Electrical Engineer/Utility Coordinator			
		Blended Rate:	
Administrative			
Evelyn Jansa	Administrative Assistant	\$20.96	100.0%
		Blended Rate:	\$20.96
Quality Control Reviewer			
Eric Dixon	QC Manager	\$54.04	100.0%
		Blended Rate:	\$54.04
Survey Crew Chief			
		Blended Rate:	
Survey Crew Member			
		Blended Rate:	

¹ Input actual employee classification as designated by firm.
² Total of % Assigned must equal 100% for each personnel classification category. If one person in classification, list them as 100% for % Assigned.

Consultant Independent Cost Estimate
Labor Rates

EXHIBIT "B"
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Amendment #1 (wetland mitigation) Direct Expenses

Project Name: Karol Kay Boulevard, Bader-Hillcrest in Seward
 Project Number: URB-6783(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: John Hughes
 Phone/Email: 402.643.4000 x4 / John.Hughes@cityofsewardne.com
 NDOR Project Coordinator: Ralis Tigaris
 Phone/Email: 402.479.3843 / ralis.tigaris@nebraska.gov
 Date: April 8, 2015



Subcontractors:	Quantity	Unit Cost	Amount
Subtotal			
Printing and Reproduction:	Quantity	Unit Cost	Amount
Subtotal			
Mileage/Traavel:	Quantity	Unit Cost	Amount
Subtotal			
Lodging/Meals:	Quantity	Unit Cost	Amount
Subtotal			
Other Miscellaneous Costs:	Quantity	Unit Cost	Amount
Facilities Capital (0.38% of Direct Labor)	1	\$10.40	\$10.40
Subtotal			\$10.40
TOTAL DIRECT EXPENSES			\$10.40

2011 Standard Rates*		Rate	
Type		Statewide	Omaha/Douglas County
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

* A full list of rates can be found at the following website: www.gsa.gov/berdiem

Consultant Independent Cost Estimate
Direct Expenses

EXHIBIT "B"
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Amendment #1 (wetland mitigation) Project Cost

Project Name: Karol Kay Boulevard, Bader-Hillcrest in Seward
Project Number: URB-6763(1)
Control Number: 12161
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: John Hughes
Phone/Email: 402.643.4000 x4 / John.Hughes@cityofsewardne.com
NDOR Project Coordinator: Ralits Tigris
Phone/Email: 402.479.3843 / ralits.tigris@nebraska.gov
Date: April 8, 2015



Direct Labor Costs:			
Personnel Classification	Hours	Rate	Amount
Project Manager	10	\$39.68	\$396.80
Senior Environmental Scientist	12	\$24.41	\$292.92
Environmental Scientist	29	\$22.62	\$655.98
Associate/Senior Engineer		\$39.68	
Engineer	12	\$26.35	\$316.20
Senior Designer/Technician	30	\$23.62	\$708.60
Electrical Engineer/Utility Coordinator			
Administrative	2	\$20.96	\$41.92
Quality Control Reviewer	6	\$54.04	\$324.24
Survey Crew Chief			
Survey Crew Member			
TOTALS	101		\$2,736.86

Direct Expenses:		Amount
Subconsultants		
Printing and Reproduction Costs		
Miscellaneous/Travel		
Lodging/Meals		
Other Miscellaneous Costs		\$10.40
TOTALS		\$10.40

Total Project Costs:		Amount
Direct Labor Costs		\$2,736.86
Overhead @ 198.69%		\$5,437.47
Total Labor Costs		\$8,174.33
Fixed Fee @ 13.20%		\$1,076.89
Direct Expenses		\$10.40
PROJECT COST		\$9,263.52

Consultant Independent Cost Estimate
Project Cost

EXHIBIT "B"
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**Amendment #1 (wetland mitigation)
Cost by Task**

Project Name: Karol Kay Boulevard, Bader-Hillcrest in Seward
 Project Number: URB-6783(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: John Hughes
 Phone/Email: 402.643.4000 x4 / John.Hughes@cityofsewardne.com
 NDOR Project Coordinator: Rallis Tigeris
 Phone/Email: 402.479.3843 / rallis.tigeris@nebraska.gov
 Date: April 8, 2015



Tasks	Total Hours	Direct Labor Cost	Overhead 198.69%	Fixed Fee 13.20%	Total Project Cost
For Engineering Services:					
1. 12 Point Mitigation Plan	50	\$1,316.02	\$2,614.80	\$518.67	\$4,449.69
2. Design of Mitigation Site	51	\$1,420.64	\$2,822.67	\$660.12	\$4,803.43
Direct Expenses					\$10.40
TOTAL	101	\$2,736.66	\$5,437.47	\$1,078.99	\$9,253.12

Consultant Independent Cost Estimate
Cost by Task

EXHIBIT "B"
Page 7 of 7

RESOLUTION NO. 2015-

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 Preliminary Engineering Services Supplemental Agreement No. 1 between the City of Seward, and JEO Consulting Group, Inc.

NDOR Project Number: URB-6763(1)

NDOR Control Number: 13161

NDOR Project Description: Karol Kay Blvd., Bader-Hillcrest

Adopted this 21st day of July, 2015 at Seward, Nebraska.

THE CITY OF SEWARD, NEBRASKA

ATTEST:

Joshua Eickmeier, Mayor

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

(SEAL)