

**SUPPLEMENTAL AGREEMENT #1**  
PRELIMINARY ENGINEERING, NEPA DOCUMENTATION SERVICES, FINAL DESIGN

CITY OF LINCOLN, NEBRASKA  
E & A CONSULTING GROUP, INC.  
PROJECT NO. LCLC-5241(5)  
CONTROL NO. 13141  
S 56<sup>TH</sup> ST, SHADOW PINES DR – OLD CHENEY RD

THIS SUPPLEMENTAL AGREEMENT, made and entered into by and between the City of Lincoln, Nebraska, hereinafter referred to as the Local Public Agency or "LPA," and E & A Consulting Group, Inc., hereinafter referred to as the "Consultant."

WHEREAS, the Consultant and the LPA entered into Engineering Agreement BM1190 executed by the Consultant on November 21, 2011 and executed by the LPA on December 15, 2011, hereinafter referred to as the "Original Agreement", providing for preliminary engineering, NEPA documents and final design services for Project No. LCLC-5241(5), and

WHEREAS, it is necessary that additional work for settlement monitoring, traffic signal design and noise wall design, not contemplated in the Original Agreement, be added under this supplemental agreement, and

WHEREAS, it is necessary to increase the Consultant's compensation by this supplemental agreement for the additional work necessary to complete the project, and

WHEREAS, it is the desire of the LPA that the project be constructed under the designation of Project No. LCLC-5241(5), as evidenced by the Resolution of the LPA dated the \_\_\_\_\_ day of \_\_\_\_\_, 2013, attached and identified as EXHIBIT "A" and made a part of this agreement, and

NOW THEREFORE, in consideration of these facts, the Consultant and LPA agree as follows:

SECTION 1. A Written Notice-to-Proceed was issued to the Consultant on November 26, 2012 to perform the additional work through Consultant Work Order 1. Any additional 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.

SECTION 2. The Consultant will perform the additional work stipulated in Consultant Work Order 1, which is attached as Exhibit "B" and hereby made a part of this supplemental agreement.

SECTION 3. For the work required, Section 6 of the Original Agreement is hereby amended and the fixed-fee-for-profit is increased from \$66,074.76 to \$66,743.52, an increase of \$668.76. Actual costs are increased from \$546,717.26 to \$556,108.62, an increase of \$9,391.36. The total agreement amount is increased from \$612,792.02 to \$622,852.14, an increase of \$10,060.12

SECTION 4. The Consultant will be paid the additional fee on the same terms stipulated in the Original Agreement and, except as specifically amended by this supplemental agreement, all

terms and conditions of the Original Agreement on Project No. LCLC-5241(5), executed by the Consultant on November 21, 2011 and executed by the LPA on December 15, 2011 shall remain in full force and effect.

**SECTION 5. CONSULTANT CERTIFICATIONS**

The undersigned duly authorized representatives of the Consultant, by signing this agreement, hereby swears, under the penalty of law, the truth of the following certifications, and agrees as follows:

- A. Neb. Rev. Stat. § 81-1715(1).** I certify compliance with the provisions of Section 81-1715 and, to the extent that this contract is a lump sum or actual cost-plus-a-fixed fee professional service contract, I hereby certify that wage rates and other factual unit costs supporting the fees in this agreement are accurate, complete, and current as of the date of this agreement. I agree that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the LPA determines the contract price had been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.
- B. Neb. Rev. Stat. §§ 81-1717 and 1718.** I hereby certify compliance with the provisions of Sections 81-1717 and 1718 and, except as noted below neither I nor any person associated with the firm in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position involving the administration of federal funds:
1. Has employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this agreement, or
  2. Has agreed, as an express or implied condition for obtaining this agreement, to employ or retain the services of any firm or person in connection with carrying out this agreement, or
  3. Has paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with procuring or carrying out this agreement, except as here expressly stated (if any).
- C. Certification Regarding Debarment, Suspension, and Other Responsibility Matters- Primary Covered Transactions.** Section C1 below contains 10 instructions that consultant agrees to follow in making the certifications contained in C2.
- 1. Instructions for Certification**
- a. By signing this agreement, the Consultant is providing the certification set out below.
  - b. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this project. The Consultant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the State's determination whether to enter into this agreement. However, failure of the Consultant to furnish a certification or an explanation will disqualify the Consultant from participation in this agreement.
  - c. The certification in this clause is a material representation of fact upon which reliance was placed when the State determined to enter into this agreement. If it is later determined that the Consultant knowingly rendered an erroneous certification, in

addition to other remedies available to the Federal government, the State may terminate this agreement for cause or default.

- d. The Consultant shall provide immediate written notice to the State if at any time the Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.
- f. The Consultant agrees that should the proposed covered transaction be entered into, it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the State before entering into this agreement.
- g. The Consultant further agrees to include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the State without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- h. The Consultant in a covered transaction may rely upon a certification of a prospective Subconsultant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Consultant may decide the method and frequency by which it determines the eligibility of its principals.
- i. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph f of these instructions, if the Consultant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the State may terminate this agreement for cause or default.

**2. Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions**

- a. By signing this agreement, the Consultant certifies to the best of its knowledge and belief, that it and its principals:
  - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - ii. Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or

- performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph a.ii above; and
  - iv. Have not within a three-year period preceding this agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- b. Where the Consultant is unable to certify to any of the statements in this certification, such Consultant shall attach an explanation to this agreement. I acknowledge that this certification is to be furnished to the State and the FHWA in connection with this agreement involving participation of federal-aid highway funds and is subject to applicable, state and federal laws, both criminal and civil.

#### SECTION 6. LPA CERTIFICATION

By signing this agreement, I do hereby certify that, to the best of my knowledge, the 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 state and federal laws, both criminal and civil.

#### SECTION 7. ALL ENCOMPASSED

This Supplemental Agreement, the Original Agreement, and any previous supplements thereto (hereinafter collectively "The Agreement"), embodies the entire agreement of the Parties. Except for the terms of The Agreement, there are no promises, terms, conditions, or obligations other than contained therein, and The Agreement supersedes all previous communications, representations, or other understandings, either oral or written thereto.

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

After being duly sworn on oath, I do hereby acknowledge the foregoing certification and state that I am authorized to sign this agreement for the firm.

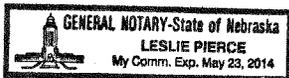
EXECUTED by the Consultant this 22nd day of February, 2013.

E & A CONSULTING GROUP, INC.  
Jeff Elliott, P.E.

  
\_\_\_\_\_  
President

STATE OF NEBRASKA    )  
                                  )ss.  
DOUGLAS COUNTY     )

Subscribed and sworn to before me this 22nd day of February, 2013.



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

EXECUTED by the LPA this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

CITY OF LINCOLN  
Chris Beutler

\_\_\_\_\_  
Mayor

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Clerk

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

\_\_\_\_\_  
Date



**EXHIBIT "A"**

**Scope of Services – Supplement #1  
So. 56<sup>th</sup> Street, Shadow Pines Drive to Old Cheney Road  
City of Lincoln, NE  
Project No. LCLC-5241(5), CN 13141  
City No. 701923  
Engineering Design Services**

**1. SETTLEMENT MONITORING SYSTEM**

The Consultant shall:

- a. prepare specifications for surcharge settlement monitoring system
- b. develop construction cost estimate to construct and monitor surcharge
- c. review one (1) shop drawing for proposed settlement monitoring system.

**2. TRAFFIC SIGNAL DESIGN**

The City of Lincoln has provided the Consultant with approximate locations of traffic signal poles for the intersection of So. 56<sup>th</sup> Street & Waltz Road. The Consultant shall revise current designs to accommodate these signal poles and associated pull boxes. No other equipment or components for the traffic signals shall be designed or constructed with the project. Scope of work to be completed by the Consultant for this task include:

- a. Coordination with LES and drafting required to incorporate combination mast arm poles and foundations into project design plans
- b. Revise lighting quantities and construction cost estimate
- c. Revise curb ramps and sidewalks as needed to work in conjunction with new signal poles
- d. Revise affected plan sheets and quantities to reflect changes to curb ramps and sidewalks.

Consultant is to assume that standard City of Lincoln specifications will apply to the traffic signal poles and pull boxes.

**3. NOISE WALL DESIGN**

The Consultant shall:

- a. Coordinate with the City of Lincoln and NDOR on the design details of the wall with the assumption that NDOR's special plan for noise walls will be utilized.
- b. Incorporate the noise wall into the project plans and estimate.
- c. Prepare special provisions.
- d. Revise the right-of-way plans to accommodate the noise wall.

Project No.: LCLC-5241(5), CN 13141  
City No. 701923  
Location: So. 56<sup>th</sup> Street, Shadow Pines Dr. to Old Cheney Rd.

Supplement #1 - Exhibit A  
Sheet 1 of 1

Exhibit "B"  
Page 2 of 4

ROADWAY DESIGN SA #1

Project Name: South 56th Street, Shadow Pines Drive to Cid Cheney Road  
 Project No.: 1210-02618  
 Control Number: 13161  
 City of Lincoln #10103

Estimate by: E.S.A. Consulting Date: 11/14/2012  
 Type of Work: Urban arterial design  
 Utah R./m. R./m. R./m. R./m.  
 Total Station Station Station Station

Task	Task Description	PR	PM	PE	EI	CAD Tech	Drafter	RLS	Survey Chief	Survey Crew	Total
<b>BOBICE Preliminary/functional Design</b>											
	Project Management		5								5
2d	Station Design (ADA Compliant)			3							3
2d	Plan Sheets/Quantities Estimates			5		5					10
3d	Coordination on Vial Design		8								8
2d	Home Vial Design/Estimates			8		12					20
3c	Special Provisions			2							2
3c	Right-of-Way Revisions		1	0		15					16
											<b>76</b>

DIRECT LABOR COST SUMMARY

Category	Rate	Hours	Rate	Amount
PR - Principal	\$ 79.07	0	\$ 0.00	\$ -
PM - Project Manager	\$ 44.30	14	\$ 619.80	\$ 620.20
PE - Professional Engineer	\$ 27.11	24	\$ 650.64	\$ 650.64
EI - Engineer Intern		0	\$ 0.00	\$ -
CAD Tech	\$ 25.11	32	\$ 803.52	\$ 803.52
Drafter		0	\$ 0.00	\$ -
EIV - Environmental Scientist		0	\$ 0.00	\$ -
SEIV - Senior Environmental Scientist		0	\$ 0.00	\$ -
C - Council		0	\$ 0.00	\$ -
RLS - Registered Land Surveyor	\$ 32.00	0	\$ 0.00	\$ -
Survey Crew Chief	\$ 23.72	0	\$ 0.00	\$ -
Survey Crew	\$ 20.10	0	\$ 0.00	\$ -
<b>TOTAL DIRECT LABOR</b>		<b>70</b>		<b>\$ 2,074.36</b>

<b>OVERHEAD</b>	152.11%		192.11%	\$ 3,954.20
<b>TOTAL LABOR AND OVERHEAD</b>				\$ 5,437.10

DIRECT NON LABOR PROJECT EXPENSES	Unit	Rate	Amount
Mileage Survey Vehicle	mi	\$0.50/mi	\$0.00
Staking Materials	inch	\$0.50/line	\$0.00
Photocopying	copy	\$0.10/copy	\$0.00
Equipment Rental	day	\$50.00/day	\$0.00
Lodging & Meals	day	\$118.00/day	\$0.00
Printing 24 x 36 Sheets (Reproducible Paper)	copy	\$3.00/copy	\$0.00
<b>TOTAL DIRECT PROJECT EXPENSES</b>			<b>\$0.00</b>

<b>SUBCONSULTANTS</b>				
Schematic				\$3,954.20

<b>TOTAL LABOR AND OVERHEAD</b>				\$ 5,437.10
<b>FIXED FEE</b>	Fixed Fee for Profit	12.32%	Range 10% - 15%	\$ 669.76
<b>DIRECT PROJECT EXPENSES</b>				\$ -
<b>SUBCONSULTANTS</b>				\$ 3,954.20
<b>TOTAL FEE</b>				<b>\$ 10,060.12</b>

- Distance traveled to site (miles)
- Travel time to site in hours (48.3 hours)
- PR Trips
- PM Trips
- PE Trips
- EI Trips
- RLS
- Survey Crew Chief Trips
- Survey Crew Member 1 Trips
- RC Trips
- PR
- PM
- PE
- EI
- RLS
- Survey Crew Chief
- Survey Crew Member 1
- RC
- PR Time Hours
- PM Time Hours
- PE Time Hours
- EI Time Hours
- RLS Hours
- Survey Crew Chief Time Hours
- Survey Crew Member 1 Time Hours
- RC Time Hours

SUPPLEMENT #1

Project Name: South 55th Street, Shawlow Farms Drive to Old Cheney Road  
 Project No.: LCLC-E2416  
 Control Number: 13141

Estimate by: Schemmer Date: 6/19/12  
 Type of Work: Urban          Rural          Other           
 Total:          Stations          Sta         

Task	Task Description	PR	PM	Sr PE	PE	EL	CAD Tech	Dispatcher	Field	Field	C	HS	Survey Chief	Survey Crew	Total
SCIENCE Supplement #1															
1	Settlement Monitoring System														
1a	Prepare applications for settlement monitoring system		1	4											5
1b	Execute construction log software to construct and monitor settlement		1	2											3
1c	Shop drawings review			2											2
2	Traffic Signal Timing Design														
2a	Demand Coordination		1	7		8									16
2b	Coordinate Signals			3		6									7
Totals: 0 3 18 0 0 12 0 0 0 0 0 0 0 0 33															

DIRECT LABOR COST SUMMARY

Category	Rate	Hours	Rate	Amount
PR - Precept	\$ 61.00	0	\$ 0.00	\$ -
PM - Project Manager	\$ 47.00	3	\$ 141.00	\$ 141.15
Sr PE - Senior Project Engineer	\$ 45.00	18	\$ 810.00	\$ 809.82
PE - Project Engineer	\$ 38.99	0	\$ 0.00	\$ -
EL - Engineer Intern	\$ 23.84	0	\$ 0.00	\$ -
CAD Tech	\$ 20.53	12	\$ 246.36	\$ 246.36
C - Clerical	\$ 21.63	0	\$ 0.00	\$ -
<b>TOTAL DIRECT LABOR</b>		<b>33</b>		<b>\$ 1,217.13</b>

OVERHEAD

TOTAL LABOR AND OVERHEAD	Overhead Rate: 18.1%	\$ 2,304.03
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DIRECT NON-LABOR PROJECT EXPENSES

Category	Cost
Mileage	\$0.00
Mileage Survey Vehicle	\$0.00
Self Insuring Retention	\$0.00
Diving equipment fees	\$0.00
Equipment Rental	\$0.00
Logbooks & Maps	\$116.00
Printing 24 x 36 Sheets (Reproduce 1/4 Paper)	\$3.00
<b>TOTAL DIRECT PROJECT EXPENSES</b>	<b>\$0.00</b>

SUBCONSULTANTS

Specify Subcontract	
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TOTAL LABOR AND OVERHEAD	Fixed Fee (for Profit): 12.3%	\$3,521.16
FIXED FEE	Range 10% - 15%	\$433.10
DIRECT PROJECT EXPENSES		\$0.00
SUBCONSULTANTS		\$0.00
<b>TOTAL FEE</b>		<b>\$3,954.26</b>