

SUPPLEMENTAL AGREEMENT #3

CITY OF LINCOLN
THE SCHEMMER ASSOCIATES, INC.
PROJECT NO. HSIP-5227(7)
CONTROL NO. 12944
N 14TH STREET, (EB) ON-RAMP TO US-6

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

WHEREAS, Consultant and LPA entered into an agreement ("Original Agreement") BO1251 and Supplemental Agreement #1-2 providing for Consultant to provide Preliminary Engineering for LPA's Federal Aid project, and

WHEREAS, it is necessary that employee rate adjustment increases 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. HSIP-5227(7), 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

LPA issued Consultant a written Notice-to-Proceed on February 27, 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, Supplemental Agreement(s) #1-2, and this Supplemental Agreement by July 1, 2016.

SECTION 3. FEES AND PAYMENTS

For the work required, **SECTION 9 FEES AND PAYMENTS** of the Original Agreement, as amended in supplement(s) 1-2, is hereby further amended in accordance with Exhibit "B" so that the fixed-fee-for-profit is increased from \$30,348.22 to \$32,228.47, an increase of \$1,880.25. Actual costs are increased from \$239,596.71 to \$260,413.00, an increase of \$20,816.29. The total agreement amount is increased from \$269,944.93 to \$292,641.47, an increase of \$22,696.54 which Consultant must not exceed without the prior written approval of the State.

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.

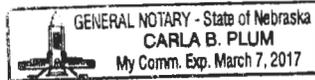
EXECUTED by Consultant this 23 day of June, 2015.

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

Steve Kathol
Principal

STATE OF NEBRASKA)
)ss.
DOUGLAS COUNTY)

SUBSCRIBED AND SWORN to before me this 23rd day of June, 2014.



Carla B. Plum
Notary Public

EXECUTED by LPA this _____ day of _____, 2014.

CITY OF LINCOLN
Chris Beutler

Mayor

Subscribed and sworn to before me this _____ day of _____, 2014.

Clerk

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

Date

Consultant Work Order (Local Projects)

Project No.: HSIP-5227(7)		Control No.: 12944	
Consultant: (Name and Representative) The Schemmer Associates Inc, Mark Lutjeharms		Agreement No.: BO1251	
LPA: (Name and Representative) City of Lincoln, Craig Aldridge		Work Order No.: 3	
		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) The project schedule has extended beyond what was originally anticipated with the present schedule indicating completion of currently contracted scope of services extending through 2015. This has resulted in additional project management time, additional meetings and adjustment of employee hourly rates to account for cost of living inflations since 2013 for all remaining effort. See also attached scope of services.</p>			
Work Title		Summary of Fee	
Supplement #3		A. Total Direct Labor Cost = 5,341.40	
		B. Overhead (Factor * x A) = 9,066.64	
		C. A + B = 14,408.04	
		D. Profit/Fee (Factor ** x C) = 1,880.25	
		*Overhead Factor: 171.70%	E. Direct Non-Labor Cost = 0.00
		**Profit/Fee Factor: 13.05%	F. Subconsultant Services = 6,408.25
Total Fee Notes:		TOTAL FEE: C + D + E + F = \$22,696.54	
		<input checked="" type="checkbox"/> ESTIMATED TOTAL FEE: \$22,696.54	
		<input type="checkbox"/> FINAL TOTAL FEE:	

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

Consultant:
Mark Lutjeharms [Signature] 2-24-15
Name Signature Date

LPA:
Craig Aldridge [Signature] 2-25-15
Name Signature Date

LPS PC (for Preliminary Engineering) and State Rep. (for Construction Engineering):
Ralph Tigenis [Signature] 2/25/15
Name Signature Date

LPS Unit Head Review (for PE Phase):
Jaffrey Souza [Signature] 2/26/15
Name Signature Date

LPS Engineer or Construction Engineer (Construction Phase):
LARRY L. LEGG [Signature] 2/27/15
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:
2/27/15

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

Preliminary Design Final Hours - Consultant Work Order No. 3

Project Name:	N. 14th St. & EB Off-Ramp to U.S. Highway 6 Safety Project
Project Number:	HSIP-5227(7)
Control Number:	12944
Location (City, County):	Lincoln, Lancaster
Firm Name:	The Schemmer Associates
Consultant Project Manager:	Mark Lutjeharms
Phone/Email:	W: (402) 486-2500 C: (402) 431-6207 / mlutjeharms@schemmer.com
LPA Responsible Charge:	Craig Atridge
Phone/Email:	(402) 416 5349 cattridge@lincoln.ne.gov
NDOR Project Coordinator:	Ralita Tigere
Phone/Email:	(402) 478-3843 / ralita.tigere@nebraska.gov
Date:	2/24/2015

TASKS	PERSONNEL CLASSIFICATIONS**									
	PR	SR ENG	ENG	DES	TECH	PI	PLAN	ADMIN		Total
For Preliminary Design										
1 Project Management										
a Project Management		24								24
2 Meetings										
a Progress Meetings (2)		20								20
b Stakeholder Meetings (3)		30								30
Total Hours		74								74
Total Days (8 hrs)		9.3								9.3

CLASSIFICATIONS*:
 PR Principal
 SR ENG Project Manager / Senior Engineer
 ENG Project Engineer/Senior Technician
 DES Engineer/Senior Technician
 TECH Engineering Technician
 PLAN Planner
 ADMIN Administrative Assistant

**SCOPE OF SERVICES
PRELIMINARY DESIGN
PROJECT: HSIP-5227(7)
CONTROL NO.: 12944
LOCATION: N. 14th Street & Eastbound U.S. 6 On-Ramp – Lincoln, NE
TYPE OF WORK: Safety Project**

WORK ORDER NO. 3

PROJECT DESCRIPTION

This scope of services provides for the Consultant to complete additional tasks for the above project at, or near, the intersection of N. 14th Street & U.S. Highway 6 (Cornhusker Highway) in Lincoln, Nebraska. Additional work is related to the additional project management time and project meetings resulting from an extended project schedule.

TASK 1 PROJECT MANAGEMENT

a. **Project Management**

The Consultant Project Manager will serve as point of contact, maintain project schedule and budget, and be responsible for coordinating work of sub-Consultants. Provide regular progress reports with invoices.

TASK 2 GENERAL PROJECT MEETINGS

a. **Progress Meetings (2)**

Two (2) additional progress meetings are added to the project scope of services as part of this work order. The Engineer will schedule and attend all progress meetings.

b. **Stakeholder Meetings (3)**

Three (3) additional stakeholder meetings are necessary to complete preliminary design and environmental documentation activities. The Engineer will schedule and attend all stakeholder meetings.

TASK 10 ENVIRONMENTAL DOCUMENTATION

a. **Documentation and Revisions**

Engineer's subconsultant anticipates additional effort necessary to revise and update previous NEPA documentation and submittals to account for changes at Innovation Campus along east side of the N. 14th Street northbound on-ramp.

Project No.: HSIP-5227(7)
Control No.: 12944
Location: N. 14th Street & Eastbound U.S. 6 On-Ramp – Lincoln, NE
Preliminary Design

Exhibit A
Sheet 1 of 1

PROJECT: NSIP-5227(7)

CONTROL NO.: 12944

LOCATION: N. 14th Street & Eastbound U.S. 6 On-Ramp - Lincoln, NE

Justification for Wage Rate Increases (in relation to Consultant Work Order #3)

TASKS

	PERSONNEL CLASSIFICATIONS**										Total	
	PR	SR ENG	ENG	DES	TECH	PI	RLS	SCC	S TECH	ADMIN		
For Preliminary Design												
Total Hours (Effort Remaining)	16	143	256	0	160	0	0	0	0	0	0	575

Original Fee Calculations (Using 2012/2013 weighted hourly rates for remaining effort only)

\$ 56.51	\$ 46.76	\$ 38.96	\$ 23.88	\$ 20.89	\$ 27.62	\$ 36.67	\$ 26.48	\$ 19.30	\$ 20.10		
\$ 904.16	\$ 6,686.68	\$ 9,973.76	\$ -	\$ 3,342.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,907.00
											172.2
											\$ 36,081.85
											\$ 56,908.85
											13.05
											\$ 7,426.61
											\$ 64,335.46
											Direct Labor Costs
											Overhead @ 172.2%
											Total Labor Costs
											Fixed Fee @ 13.05%
											PROJECT COST

2015 Fee Calculations (Using 2015 hourly rates for remaining effort only)

\$ 54.96	\$ 49.10	\$ 43.36	\$ 29.75	\$ 22.33	\$ 33.61	\$ 25.49	\$ 26.48	\$ 19.30	\$ 22.13		
\$ 879.36	\$ 7,020.73	\$ 11,100.93	\$ -	\$ 3,573.28	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,574.30
											171.7
											\$ 38,740.07
											\$ 61,334.36
											13.05
											\$ 8,004.13
											\$ 69,338.50
											Direct Labor Costs
											Overhead @ 171.7%
											Total Labor Costs
											Fixed Fee @ 13.05%
											PROJECT COST

Difference between original (2012/2013) and 2015 rates for remaining effort only >>>	\$ 1,667.30	Direct Labor Costs
	\$ 2,758.21	Overhead
	\$ 4,425.51	Total Labor Costs
	\$ 577.53	Fixed Fee
	\$ 5,003.04	PROJECT COST

Additional Effort (see Project Cost Summary for CWO #3) >>>	\$ 3,574.10	Direct Labor Costs
	\$ 6,308.43	Overhead
	\$ 9,882.53	Total Labor Costs
	\$ 1,302.72	Fixed Fee
	\$ 6,408.25	Subcontractant
	\$ 17,683.50	PROJECT COST

TOTAL for CWO3 >>>	Direct Labor Costs	\$ 5,341.40
	Overhead @	\$ 9,088.64
	Total Labor Costs	\$ 14,408.04
	Fixed Fee @	\$ 1,880.25
	Direct Expenses	\$ 6,408.25
	PROJECT COST	\$ 22,686.54

Preliminary Design Project Cost - Consultant Work Order No. 3

Project Name:	<u>N. 14th St. & EB Off-Ramp to U.S. Highway 6 Safety Project</u>
Project Number:	<u>HSIP-5227(7)</u>
Control Number:	<u>12944</u>
Location (City, County):	<u>Lincoln, Lancaster</u>
Firm Name:	<u>The Schemmer Associates</u>
Consultant Project Manager:	<u>Mark Lutjeharms</u>
Phone/Email:	<u>W: (402) 488-2500 C: (402) 431-6207 / mlutjeharms@schemmer.com</u>
LPA Responsible Charge:	<u>Craig Aldridge</u>
Phone/Email:	<u>(402) 416-5349 caldridge@lincoln.ne.gov</u>
NDOR Project Coordinator:	<u>Raitis Tigeris</u>
Phone/Email:	<u>(402) 479-3843 / raitis.tigeris@nebraska.gov</u>
Date:	<u>2/24/2015</u>

Direct Labor Costs:	Hours	Rate	Amount
Personnel Classification			
Principal			
Project Manager / Senior Engineer	74	\$49.65	\$3,674.10
Project Engineer/Senior Technician			
Engineer/Senior Technican			
Engineering Technician			
Public Involvement Coordinator			
Planner			
Administrative Assistant			
TOTALS	74		\$3,674.10

Direct Expenses:	Amount
Subconsultants	\$6,408.25
Printing and Reproduction Costs	
Mileage/Travel	
Lodging/ Meals	
Other Miscellaneous Costs	
TOTALS	\$6,408.25

Total Project Costs:	Amount
Direct Labor Costs	\$3,674.10
Overhead @ 171.70%	\$6,308.43
Total Labor Costs	\$9,982.53
Fixed Fee @ 13.05%	\$1,302.72
Direct Expenses	\$6,408.25
PROJECT COST	\$17,693.50