

Agreement No.	BK1659
Effective (NTP) Date	9/20/2017
Supplement Amount	\$14,310.25
Total Agreement Amount	\$99,851.54

PROFESSIONAL SERVICES AGREEMENT SUPPLEMENT NO. #1

CITY OF LINCOLN
KIRKHAM, MICHAEL AND ASSOCIATES, INC.
PROJECT NO. ENH-55(172)
CONTROL NO. 13079
LINCOLN CAVETT TRAIL CONNECTOR

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

WHEREAS, Consultant and LPA entered into an agreement ("Original Agreement") BK1659 for Consultant to provide construction engineering for LPA's Federal Aid project, and

WHEREAS, it is necessary that additional inspection hours 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-55(172), 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 9/20/2017. 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 stipulated in the Original Agreement, and this Supplemental Agreement by November 30, 2017.

SECTION 3. FEES AND PAYMENTS

For the work required, SECTION 7 FEES AND PAYMENTS of the Original Agreement is hereby amended so that the not-to-exceed amount is increased from \$85,541.29 to \$99,851.54, an increase of \$14,310.25 in accordance with Exhibit "B" which Consultant must not exceed without the prior written approval of LPA.

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SECTION 4. CONFIDENTIAL INFORMATION

Documents submitted to State, including invoices, supporting documentation, and other information are subject to disclosure by State under the Nebraska Public Records Act found at Neb.Rev.Stat. § 84-712 et.seq. Accordingly, Consultant shall redact or not submit to State information that is confidential, including, but not limited to, financial information such as social security numbers, tax ID numbers, or bank account numbers. Consultant understands that State does not have sufficient resources to review and redact confidential information submitted by Consultant. If such confidential information is submitted, Consultant shall have no right of action of any kind against State for the disclosure of such information.

SECTION 5. 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 6. 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 7. 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.

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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 _____, 2017.

KIRKHAM, MICHAEL & ASSOCIATES, INC
Chad W. Marsh, L.S.

Vice President

STATE OF NEBRASKA)
)ss.
LANCASTER COUNTY)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2017.

Notary Public

EXECUTED by LPA this _____ day of _____, 2017.

CITY OF LINCOLN
Chris Beutler

Mayor

Subscribed and sworn to before me this _____ day of _____, 2017.

Clerk

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

Date

Consultant Work Order (Local Projects)

Project No.: ENH-55(172)		Control No.: 13079	
Consultant: (Name and Representative) KIRKHAM MICHAEL & ASSOCIATES, DANIEL SITORIUS, PM		Agreement No.: BK1659	Work Order No.: 1
LPA: (Name and Representative) CITY OF LINCOLN PARKS & REC. DEPT, SARA HARTZELL, RC		Constr. Change Order No.: (If applicable) N/A	
<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) See attached page for full justification.</p>			
Work Title		Summary of Fee	
PM - 10 hours @ \$45.00 = \$450 Inspector 1 - 164 hours @ \$21.00 = \$3,444 Mileage - 720 miles @ \$0.50/Mi = \$360 80 additional 4" cylinder breaks @ \$16 = \$1,280		A. Total Direct Labor Cost =	3,894.00
		B. Overhead (Factor * x A) =	7,220.25
		C. A + B =	11,114.25
		D. Profit/Fee (Factor ** x C) =	1,556.00
*Overhead Factor: 185.42%		E. Direct Non-Labor Cost =	1,640.00
**Profit/Fee Factor: 14.00%		F. Subconsultant Services =	0.00
Total Fee Notes: Specific Rates of Compensation shown in the agreement include Overhead and Profit/Fee		TOTAL FEE: C + D + E + F =	\$14,310.25
		<input checked="" type="checkbox"/> ESTIMATED TOTAL FEE:	\$0.00
		<input type="checkbox"/> FINAL TOTAL FEE:	

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

Consultant:		
<u>Daniel Sitorius</u> <small>Name</small>	 <small>Signature</small>	<u>8/29/2017</u> <small>Date</small>
LPA:		
<u>Sara Hartzell</u> <small>Name</small>	 <small>Signature</small>	<u>8-30-17</u> <small>Date</small>
LPD PC (for Preliminary Engineering) and State Rep. (for Construction Engineering):		
<u>ERNEST L. MURILLO</u> <small>Name</small>	 <small>Signature</small>	<u>30 AUG 2017</u> <small>Date</small>
FHWA:		
_____ <small>Name</small>	_____ <small>Signature</small>	_____ <small>Date</small>

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

Notice to Proceed Date:
9/20/2017

Distribution: Consultant, LPA – RC, State Rep., FHWA, LPD PC, NDOR Agreements Engineer, Highway Funds Manager, CD PC

DR Form 250, February 2012

The contractor for the subject project will exceed the contractual timeline for completion of August 12, 2017 through no fault of the consultant. As construction work has proceeded with no appreciable gaps from the notice to proceed, the agreed upon inspection and project management hours have been used at a commensurate rate. At this time, a completion date of 9/8/2017 is projected, an increase of four calendar weeks. The consultant requests that an appropriate number of hours be added in the inspection and project management categories to cover this additional work, as well as sufficient mileage to cover the additional trips to the project.

In addition, the contractor's means and methods have resulted in materials testing costs far in excess of what was estimated in the agreement, particularly in the area of compressive strength testing of concrete.

This is a specific rate of compensation agreement. Rates shown on form DR 250 are for the actual personnel that will perform the work.