

SUPPLEMENTAL AGREEMENT #1

CITY OF LINCOLN
OLSSON ASSOCIATES, INC.
PROJECT NO. LCLC-5227(8)
CONTROL NO. 13261
S 17TH STREET TRAFFIC SIGNAL REPLACEMENT

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

WHEREAS, Consultant and LPA entered into an agreement ("Original Agreement") BK1458 providing for Consultant to provide NEPA Services for LPA's Federal Aid project, and

WHEREAS, it is necessary that additional scope for revised Section 106, Bilogival Evaluation and HMR Report 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. LCLC-5227(8), 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 June 3, 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 stipulated in the Original Agreement and this Supplemental Agreement by March 12, 2017.

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 \$1,177.07 to \$1,280.29, an increase of \$103.22. Actual costs are increased from \$8,679.39 to \$9,441.56, an increase of \$762.17. The total agreement amount is increased from \$9,856.46 to \$10,721.85, an increase of \$865.39 which Consultant must not exceed without the prior written approval of LPA.

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 22 day of February, 2016.

OLSSON ASSOCIATES, INC.
Joan Darling

Joan Darling
Vice President

STATE OF NEBRASKA)
)ss.
LANCASTER COUNTY)

SUBSCRIBED AND SWORN to before me this 22nd day of February, 2016.



Kara L. Burwell
Notary Public

EXECUTED by LPA this _____ day of _____, 2016.

CITY OF LINCOLN
Chris Beutler

Mayor

Subscribed and sworn to before me this _____ day of _____, 2016.

Clerk

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

Date

Project # 014-2787
 Unsigned or **Signed**
 Contract Amnd Sub MA
 Saved to V: Drive

Consultant Work Order (Local Projects)

Project No: 13261		Control No: LCLC-5227(8)
Consultant: (Name and Representative) Olsson Associates, Joan Darling		Agreement No.: BK1458
LPA: (Name and Representative) City of Lincoln, Erin Sokolik		Work Order No.: 1
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) The consultant will prepare a revised project description according to new information regarding activities to be conducted at each intersection of the project alignment provided by the City of Lincoln. The revised project description will be submitted to the City for review and approval. Within 5 working days following project description approval, consultant will prepare revised Section 106 and Biological Evaluation concurrence requests and Hazardous Materials Report (HMR). SEE EXHIBIT A FOR MORE DETAILS.</p>		
Work Title	Summary of Fee	
	A. Total Direct Labor Cost	= 279.37
	B. Overhead (Factor * x A)	= 476.80
	C. A + B	= 756.17
	D. Profit/Fee (Factor ** x C)	= 103.22
*Overhead Factor: 170.67%	E. Direct Non-Labor Cost	= 6.00
**Profit/Fee Factor: 13.65%	F. Subconsultant Services	=
Total Fee Notes:	TOTAL FEE: C + D + E + F	= \$865.39
	<input checked="" type="checkbox"/> ESTIMATED TOTAL FEE:	865.39
	<input type="checkbox"/> FINAL TOTAL FEE:	

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

Consultant: OA

Name: Joan Darling Signature: [Signature] Date: 5/13/15

LPA: City of Lincoln

Name: Erin Sokolik Signature: [Signature] Date: 5/13/15

LPS PC (for Preliminary Engineering) and State Rep. (for Construction Engineering):

Name: Raitis Tigenis Signature: [Signature] Date: 5/19/15

LPS Unit Head Review (for PE Phase):

Name: Jeff Soula Signature: [Signature] Date: 6/2/15

LPS Engineer or Construction Engineer (Construction Phase):

Name: LARRY L. LEGG Signature: [Signature] Date: 6-2-15

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:
6/3/15

Distribution: Consultant, LPA - RC, State Rep, FHWA, LPS PC, NDOR Agreements Engineer, Highway Funds Manager, CD PC

DR Form 250, March 2014

EXHIBIT A

This work order only covers revisions to the HMR, if additional soil sampling is necessary, additional fees will be required. The revised documents will be submitted to the City for review and approval. Within 5 working days following approval receipt, consultant will forward documents to Nebraska Department Of Roads (NDOR) for review and approval.

NEPA Categorical Exclusion and Preliminary Engineering Project Cost

Project Name: South 17th Street Traffic Signals, Lincoln
 Project Number: LCLC-5227(8)
 Control Number: 13261
 Location (City, County): Lincoln, Lancaster, NE
 Firm Name: Olsson Associates
 Consultant Project Manager: Joan Darling
 Phone/Email: 402-458-5926 jdarling@olssonassociates.com
 LPA Responsible Charge: Erin Sokolik
 Phone/Email: 402-416-9460 esokolik@lincoln.ne.gov
 NDOR Project Coordinator: Raids Tigens
 Phone/Email: 402-479-3843 rtigens@nebraska.gov
 Date: May 6, 2015



Direct Labor Costs:			
Personnel Classification	Hours	Rate	Amount
Principal	1	\$57.09	\$57.09
Senior Environmental Scientist	2	\$36.08	\$72.16
Environmental Scientist	4	\$22.12	\$88.48
Associate/ Senior Engineer		\$42.70	
Engineer	1	\$42.14	\$42.14
Senior Designer/Technician		\$20.20	
Designer/Technician			
Administrative	1	\$19.50	\$19.50
TOTALS	9		\$279.37

Direct Expenses:	
	Amount
Subconsultants	
Printing and Reproduction Costs	
Mileage/Travel	\$6.00
Lodging/ Meals	
Other Miscellaneous Costs	
TOTALS	\$6.00

Total Project Costs:	
	Amount
Direct Labor Costs	\$279.37
Overhead @ 170.67%	\$475.80
Total Labor Costs	\$755.17
Fixed Fee @ 13.65%	\$103.22
Direct Expenses	\$6.00
PROJECT COST	\$865.39

Consultant Independent Cost Estimate
Project Cost