

SUPPLEMENTAL AGREEMENT #6

ARLINGTON PUBLIC SCHOOLS
CIVIL SOLUTIONS, LLC.
PROJECT NO. SRTS-89(29)
CONTROL NO. 22523
ARLINGTON SAFE ROUTES TO SCHOOL

THIS SUPPLEMENTAL AGREEMENT is between the Arlington Public Schools ("LPA") and Civil Solutions, LLC ("Consultant"), collectively referred to as the "Parties".

WHEREAS, Consultant and LPA entered into an agreement ("Original Agreement") BO1301 and Supplemental Agreement #1-#5 providing for Consultant to provide preliminary Engineering Services for LPA's Federal Aid project, and

WHEREAS, it is necessary that Section 4(f) evaluation and Right-of-Way design 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. SRTS-89(29), 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 5, 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 May 9, 2016. 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 - #5, and this Supplemental Agreement by July 30, 2017.

SECTION 3. FEES AND PAYMENTS

For the work required, SECTION 9 FEES AND PAYMENTS of the Original Agreement, as amended in supplement(s) 1-5, is hereby further amended in accordance with Exhibit "B" so that the fixed-fee-for-profit remains at \$0. Actual costs are increased from \$48,661.01 to \$57,110.32, an increase of \$8,449.31. The total agreement amount is \$57,110.32, 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 _____ day of _____, 2016.

CIVIL SOLUTIONS, LLC
Daniel E. Norman, P.E.

Project Manager

STATE OF NEBRASKA)
)ss.
DOUGLAS COUNTY)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2016.

Notary Public

EXECUTED by LPA this _____ day of _____, 2016.

ARLINGTON PUBLIC SCHOOLS
Lynn Johnson

Superintendent

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

Consultant Work Order (Local Projects)

Project No.: SRTS89(29)		Control No.: CN-22523
Consultant: (Name and Representative) Civil Solutions, LLC, Dan Norman		Agreement No.: BO 1301
LPA: (Name and Representative) Deana McKinstry, NDOR Project Coordinator (deana.mckinstry@nebraska.gov)		Work Order No.: 5
		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 Attachment A - Scope of Services <i>Original scope did not include nec. of proceeding - only 2 hrs or roughly scoped and also assumed no ROW. 2 tracts are now needed.</i></p>		
Work Title		Summary of Fee
		A. Total Direct Labor Cost = 4,010.00
		B. Overhead (Factor * x A) =
		C. A + B =
		D. Profit/Fee (Factor ** x C) =
*Overhead Factor:	%	E. Direct Non-Labor Cost = 0.00
**Profit/Fee Factor:	%	F. Subconsultant Services = 4,439.31
Total Fee Notes:		TOTAL FEE: C + D + E + F = \$8,449.31
		<input type="checkbox"/> ESTIMATED TOTAL FEE:
		<input checked="" type="checkbox"/> FINAL TOTAL FEE: \$8,449.31

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

Consultant: Civil Solutions, LLC

Daniel E. Norman	<i>[Signature]</i>	4/19/2016
Name:	Signature	Date
LPA:		
LPS PC (for Preliminary Engineering) and State Rep. (for Construction Engineering):		
Deana McKinstry	<i>[Signature]</i>	4/21/16
Name	Signature	Date
LPS Unit Head Review (for PE Phase):		
<i>[Signature]</i>	<i>[Signature]</i>	<i>[Date]</i>
Name	Signature	Date
LPS Engineer or Construction Engineer (Construction Phase):		
<i>[Signature]</i>	<i>[Signature]</i>	4/21/16
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:
5/9/16

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

ATTACHMENT A - SCOPE OF SERVICES

DESIGN ENGINEERING SERVICES WORK ORDER NO. 5

Arlington Safe Routes to School
Project No. SRTS-89(29)
Control No. 22523
Arlington, Washington County, NE

The Section 4(f) evaluation involves the preparation of the Initial Assessment form and the De Minimis Form as required by NDOR. Our proposed scope of services consists of the following:

- describe Section 106 findings.
- review of existing or planned public areas within ¼ mile.
- review of a comprehensive plan.
- review of applicable NDOR suggested websites.
- determine the applicability criteria.
- coordinate with NDOR and/or contact the Official with Jurisdiction regarding ownership, funding, and if the project does (or does not) impact attributes of the property. The significance of the properties along the project has already been determined.
- describe the use of the property (permanent, temporary, of constructive).
- describe the Section 4 (f) property as a multiple-use property.
- describe any 4(f) properties that will not be impacted and how the impact will be avoided.
- list avoidance measures.
- attach documentation of public involvement and concurrence from OWJ, and
- submit Initial Assessment form and the De Minimis Form to NDOR and FHWA for review and signatures.

- 6.7 **Right-of-Way Design.** The following tasks will be completed to establish the existing Right-of-Way and to design the proposed Right-of-Way.
- 6.7.1 **Existing Right-of-Way Base.** This task involves collecting the Plat drawings, reviewing property titles, reviewing survey data, and other necessary information to establish the existing Right-of-Way, including easements, for the properties abutting the project. The Client will provide the Consultant with the title information for the properties requested.
- 6.7.2 **Proposed Right-of-Way.** The Consultant will determine the easements (temporary and permanent) and right-of-way required to construct the project, if required.
- 6.7.3 **Right-of-Way Strip Map.** The Consultant will prepare right-of-way plan sheets to include in the plan set. The sheets will include existing property lines and any proposed right-of-way associated with this project. Preliminary right-of-way ownerships, easements, and takings will be tabulated and shown on the sheets, if required. The estimated cost of obtaining additional Right-of Way will be prepared, if required.

DESIGN ENGINEERING SERVICES Work Order No. 5

Project Name: Arlington Safe Routes to School
 Project Number: SRTS-89(29)
 Control Number: 22523
 Location (City, County, State): Arlington, Washington County, NE
 Firm Name: Apex Land Surveying, LLC
 Consultant Project Manager: Danny Martinez
 Phone/Email: 402-720-9339 danm.surveying@gmail.com
 Date: April 19, 2016

Direct Labor Costs:			
Personnel Classification	Hours	Rate	Amount
Environmental Personnel			
Principal			
Project Manager	1	\$85.00	\$85.00
Designer/CADD Technician	10	\$70.00	\$700.00
Survey Crew Chief	5	\$50.00	\$250.00
Survey Crew Member	16	\$100.00	\$1,600.00
			\$0.00
TOTALS	32		\$2,635.00

Direct Expenses:	
	Amount
Subcontractor Costs	
Printing and Reproduction Costs	
Drill Rig Mileage/Travel	
Pickup Mileage/Travel	
Lodging/ Meals	
Material Testing	
Equipment rental	
Other Miscellaneous Costs	
TOTALS	\$0.00

Total Project Costs:		Amount
Direct Labor Costs		\$2,635.00
Overhead @ 0.00%		\$0.00
Total Labor Costs		\$2,635.00
Fee for Profit Rate @ 0.00%		\$0.00
Direct Expenses		\$0.00
Terracon Cost		\$2,635.00

DESIGN ENGINEERING SERVICES Work Order No. 5

Project Name: Arlington Safe Routes to School
 Project Number: SRTS-89(29)
 Control Number: CN 22523
 Location (City, County, State): Arlington, Washington County, NE
 Firm Name: Terracon Consultants, Inc.
 Consultant Project Manager: David Jordan
 Phone/Email: 402-330-2202 / dcjordan@terracon.com
 Date: April 19, 2016

Terracon

Direct Labor Costs:			
Personnel Classification	Hours	Rate	Amount
Environmental Personnel			
Principal			
Senior Project Manager	2	\$48.71	\$97.42
Project Manager		\$41.07	\$0.00
Environmental Scientist	12	\$31.55	\$378.60
Administrative		\$22.37	\$0.00
CADD Operator		\$18.50	\$0.00
		\$18.25	\$0.00
TOTALS	14		\$476.02

Direct Expenses:	
	Amount
Subcontractor Costs	
Printing and Reproduction Costs	
Drill Rig Mileage/Travel	
Pickup Mileage/Travel	
Lodging/ Meals	
Material Testing	
Equipment rental	
Other Miscellaneous Costs	
TOTALS	\$0.00

Total Project Costs:	
	Amount
Direct Labor Costs	
Overhead @ 202.50%	\$476.02
Total Labor Costs	\$963.94
Fee for Profit Rate @ 13.15%	\$1,439.96
Direct Expenses	\$189.35
	\$0.00
Terracon Cost	\$1,629.31

DESIGN ENGINEERING SERVICES Work Order No. 5

Project Name: Arlington Safe Routes to School
 Project Number: SRTS-89(29)
 Control Number: 22523
 Location (City, County, State): Arlington, Washington County, NE
 Firm Name: Civil Solutions, LLC
 Consultant Project Manager: Daniel E. Norman, P.E.
 Phone/Email: 402-895-5633 / dan@civsolutions.com
 Date: April 19, 2016

Direct Labor Costs:			
Personnel Classification	Hours	Rate	Amount
Principal			
Project Manager		\$125.00	\$0.00
Engineer	10	\$125.00	\$1,250.00
CADD Operator	12	\$125.00	\$1,500.00
	28	\$45.00	\$1,260.00
TOTALS	50		\$4,010.00

Direct Expenses:	
	Amount
Subcontractor Costs	
Printing and Reproduction Costs	\$4,439.31
Drill Rig Mileage/Travel	
Pickup Mileage/Travel	
Lodging/ Meals	
Material Testing	
Equipment rental	
Other Miscellaneous Costs	
TOTALS	\$4,439.31

Total Project Costs:	
	Amount
Direct Labor Costs	\$4,010.00
Overhead @ 0.00%	\$0.00
Total Labor Costs	\$4,010.00
Fee for Profit Rate @ 0.00%	\$0.00
Direct Expenses	\$4,439.31
Terracon Cost	\$8,449.31



1904 South St., Ste 105, Blair, NE 68008
Title Office 402-426-4844 * Closing Office 402-426-9191 * Fax 402-426-4811
www.blairtitle.com

March 29, 2016

Danny Martinez
Apex Land Surveying, LLC
Danm.surveying@gmail.com

Dear Mr. Martinez:

Per your request for a proposal regarding a parcel search report I have reviewed the maps that you provided. It appears to me that there are 14 separate parcels within your search area. Our normal charge for a search of this kind: Current owner for each legal description/parcel and the mailing addresses is \$12.50 per parcel. For 14 parcels our charge for this project would be \$175.00. This would include a listing of all properties with all current owners and their corresponding mailing addresses. If you would also like a copy of all of the vesting deeds those can be provided at no additional cost. Our turnaround time for this project would be 2 to 3 business days.

Thank you for the opportunity to provide you with this proposal. If you have any questions please let me know.

Sincerely,

Kelly Lawson

RESOLUTION
SIGNING OF PROFESSION
SUPPLEMENTAL SERVICE AGREEMENT NO. 6 – BO1301

ARLINGTON PUBLIC SCHOOLS

Resolution No. _____

Whereas: Arlington Public Schools and Civil Solutions, LLC., have previously executed a Profession Services Agreement (BO1301) for a transportation project for which the Local Public Agency (LPA) would like to obtain Federal funds;

Whereas: Arlington Public Schools 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: Arlington Public Schools and Civil Solutions LLC., wish to enter into a professional services supplemental agreement setting out modifications and/or additional duties and/or funding responsibilities for the Federal-aid project.

Be It Resolved: by the School Board of Arlington Public Schools, Nebraska that:

Lynn Johnson, Superintendent of Arlington Public Schools is hereby authorized to sign the attached Professional Services Supplemental Agreement No. 6 between the Arlington Public Schools and Civil Solutions, LLC.

NDOR Project Number: SRTS-89(29)

NDOR Control Number: 22523

NDOR Project Description: Arlington Safe Routes to School

Adopted this _____ day of _____, 2016 at _____ Nebraska.

The School Board of the Arlington Public Schools, Nebraska:

Board/Council Member _____
Moved the adoption of said resolution
Member _____ Seconded the Motion
Roll Call: _____ Yes _____ No _____ Abstained _____ Absent
Resolution adopted, signed and billed as adopted

Attest:

Secretary Signature