

Agreement No.	BK2301-001
Effective (NTP) Date	01/09/2024
Supplement Amount	\$14,839.19
Total Agreement Amount	CPFF \$748,381.15

PROFESSIONAL SERVICES AGREEMENT

SUPPLEMENT NO. 1

PRELIMINARY ENGINEERING SERVICES

CITY OF YORK, NEBRASKA
 OLSSON, INC.
 PROJECT NO. DPS-93(15)
 CONTROL NO. 43010
 PROJECT ACCESS YORK

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

WHEREAS, Consultant and LPA entered into an agreement ("Original Agreement") executed by LPA on April 6, 2023 for Consultant to provide Preliminary Engineering Services for LPA's project, and

WHEREAS, it is necessary that services as outlined in Exhibit "A" 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 services under this Agreement, and

WHEREAS, LPA desires that this project be developed and constructed under the designation of Project No. DPS-93(15) and formally authorizes the signing of this Agreement, as evidenced by the Resolution of LPA dated 4 day of April, 2024, attached as Exhibit "C" and incorporated herein by this reference.

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 "A", Consultant Work Order and Scope of Services, and Exhibit "B", Consultant's Fee Proposal, attached and incorporated herein by this reference.

SECTION 2. NOTICE TO PROCEED AND COMPLETION

- 2.1 LPA, or State on behalf of LPA, issued Consultant a written Notice-to-Proceed on January 9, 2024. 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.
- 2.2 Consultant will complete all work stipulated in the Original Agreement and this Supplemental Agreement by August 27, 2026.

SECTION 3. FEES AND PAYMENTS

Section 2 in Exhibit "C" of the Original Agreement is hereby amended in accordance with Exhibit "B" and as shown below.

PROFESSIONAL SERVICES AGREEMENT – SUPPLEMENT

<u>Previous Amount*</u>	<u>This Supplement Amount</u>	<u>Amended Agreement Amount</u>	
\$ 216,089.60	\$ 3,838.35	\$219,927.95	For actual direct labor costs
\$ 444,340.60	\$ 9,684.07	\$454,024.67	For indirect labor costs & direct expenses
\$ 73,111.76	\$ 1,316.77	\$74,428.53	For a fixed fee for profit
\$733,541.96	\$14,839.19	\$748,381.15	Total agreement amount

*Includes all prior supplements

SECTION 4. CONFIDENTIAL INFORMATION

Documents submitted to LPA, including invoices, supporting documentation, and other information are subject to disclosure by LPA under the Nebraska Public Records Act found at Neb.Rev.Stat. § 84-712 et.seq. Accordingly, Consultant shall redact or not submit to LPA 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 LPA 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 LPA for the disclosure of such information.

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 BY 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 state and federal laws, both criminal and civil.

SECTION 7. 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.

SUPPLEMENT #1

This CONTRACT SUPPLEMENT executed between the City of York ("Client") and Olsson, Inc. ("Olsson"), shall amend the task order BK2301 of master agreement BK2278 dated February 23rd 2023.

PROJECT DESCRIPTION AND LOCATION

Project Name: "Project Access York"
Project Number: DPS-93(15)
Control Number: 43010
Location: City of York, Nebraska

REASON FOR AMENDMENT

The Consultant is required to provide topographic survey of additional areas that were not previously surveyed due to changes to the project alignment from the Plan-in-Hand meeting. The associated tracts impacted by the realignment of the trail require additional title information to be acquired and incorporated into the project ownership plans as well.

AMENDED SECTION(S)

The scope of services of the above referenced agreement shall be amended to add the following.

SURVEY

1a) **Preliminary Field Survey.** Additional topographic survey for realigned sections of the trail will be performed using GPS and electronic "Total Station" technology in MicroStation DGN format. The realigned sections of trail include approximately 1700' of trail along the Village 81 route and 850' of trail along the Public Schools route.

RIGHT-OF-WAY DESIGN SERVICES

Title Research

- 1) Overview
 - b. The realigned sections of the trail require 9 additional tracts to be researched.

Ownership Plans

4a) The Consultant will also include all ROW, permanent easements, and control of access for the 9 additional tracts required with the trail realignment.

DELIVERABLES

1. Updated Topographic Survey for Additional Areas
2. Updated ROW Ownership Plans
3. Full Set of Property Title Information

SCHEDULE

- | | |
|---------------------------------------------------|------------|
| 1. Anticipated Amendment Notice to Proceed (NTP): | 12/18/2023 |
| 2. Field Survey Completed for Additional Areas: | 12/22/2023 |
| 3. ROW Ownership Plans Submittal with Titles: | 1/19/2024 |

Project Timeline. The Consultant shall prepare a schedule for project milestone dates and the schedule will be updated upon Notice to Proceed as well as quarterly or if dates change. The consultant will show old dates with the updated schedule dates. The document will include the project name, the project number, project control number consultant firm name, project manager and date.

Supplement 1

Consultant Estimate of Hours

Project Name: Project Access York
 Project Number: DPS-93(15)
 Control Number: 43010
 Location (City, County): York, York
 Firm Name: Olsson
 Consultant Project Manager: Patrick Lusk
 Phone/Email: (402) 458-5004 / plusk@olsson.com
 City Project Liaison: Sue Crawford
 Phone/Email: (402) 363-2800 / scrawford@cityofyork.net
 NDOT RC: Paul Kieper
 Phone/Email: (402) 479-3944 / Paul.Kieper@nebraska.gov
 Date: December 12, 2023

TASKS	PERSONNEL CLASSIFICATIONS**											Total	
	PR	STL	ENV	PM	SENG	ENG	SDES	RLS	SPC	SUR	ADM		
RIGHT-OF-WAY DESIGN SERVICES				4					36				40
1b. Title Research				2									2
4a. Ownership Plans				2					36				38
SURVEY			6	6				8		31	31		82
1a Preliminary Field Survey		6		6				8		24	24		68
Travel Time										7	7		14
Total Hours			6	10				44		31	31		122
Total Days (8 hrs)			0.8	1.3				5.5		3.9	3.9		15.3

CLASSIFICATIONS*:

- PR = Principal
- RLS = Registered Land Surveyor
- ENV = Environmental Scientist
- ADM = Administrative
- PM = Project Manager
- ENG = Engineer
- SDES = Senior Designer/Technician
- SENG = Senior Engineer
- SPC = Survey Party Chief
- SUR = Surveyor I
- STL = Survey Team Leader

* For Project Manager, use one of the technical classifications

** For User-Defined Classifications, you will need to edit the Classifications Legend located above. To enter a new classification, replace "UD1" with its abbreviation (ex. GRA) and replace "User Defined 1" with the

SOS for Supplement 2 Labor Rates

Project Name: Project Access York
Project Number: DPS-93(15)
Control Number: 43010
Location (City, County): York, York
Firm Name: Olsson
Consultant Project Manager: Patrick Lusk
Phone/Email: (402) 458-5004 / plusk@olsson.com
County Project Liaison: Sue Crawford
Phone/Email: (402) 363-2600 / scrawford@cityofyork.net
NDOT RC: Paul Kieper
Phone/Email: (402) 479-3944 / Paul.Kieper@nebraska.gov
Date: 12/12/2023

Labor Costs:		Hours	Blended Rate	Amount
Code	Classification Title			
PR	Principal			
STL	Survey Team Leader	6	\$51.92	\$311.52
ENV	Environmental Scientist			
PM	Project Manager	10	\$45.67	\$456.70
SENG	Senior Engineer			
ENG	Engineer			
SDES	Senior Designer/Technician	44	\$34.02	\$1,496.88
STL	Registered Land Surveyor			
SPC	Survey Party Chief	31	\$31.25	\$968.75
SUR	Surveyor I	31	\$19.50	\$604.50
ADM	Administrative			
TOTALS		122		\$3,838.35

Overhead Rate: 185.88%

Fixed Fee: 12.00%

FCCM (if applicable) 0.70%

CLASSIFICATIONS:

- | | | |
|--------------------------------|-----------------------------------|--------------------------|
| PR = Principal | PM = Project Manager | SPC = Survey Party Chief |
| STL = Registered Land Surveyor | ENG = Engineer | SUR = Surveyor I |
| ENV = Environmental Scientist | SDES = Senior Designer/Technician | STL = Survey Team Leader |
| ADM = Administrative | DES = Designer/Technician | |

Blended Rates Worksheet

STAFFING PLAN			
EMPLOYEE NAME	CLASSIFICATION ¹	SALARY RATE	% ASSIGNED ²
Principal			
		Blended Rate:	
Survey Team Leader			
Lance Murry	Survey Team Leader	\$51.92	100.00%
		Blended Rate:	\$51.92
Environmental Scientist			
		Blended Rate:	
Project Manager			
Patrick Lusk	Project Manager, PE	\$45.67	100.00%
		Blended Rate:	\$45.67
Senior Engineer			
		Blended Rate:	
Engineer			
		Blended Rate:	
Senior Designer/Technician			
Stacey Fryc	Survey Technician	\$32.00	33.00%
Mark Lambertus	Senior Technician	\$35.50	34.00%
Steve Pickus	Senior Technician	\$34.50	33.00%
		Blended Rate:	\$34.02
Registered Land Surveyor			
		Blended Rate:	
Survey Party Chief			
Todd Mickle	Associate Surveyor	\$31.25	100.00%
		Blended Rate:	\$31.25
Surveyor I			
Coby Buettner	Assistant Surveyor	\$19.50	100.00%
		Blended Rate:	\$19.50
Administrative			
		Blended Rate:	

¹ Input actual employee classification as designated by firm.

² Total of "% Assigned" must equal 100% for each personnel classification category. If one person in classification, list them as 100% for "% Assigned".

SOS for PE for Scoping

Direct Expenses

Project Name: Project Access York
Project Number: DPS-93(15)
Control Number: 43010
Location (City, County): York, York
Firm Name: Olsson
Consultant Project Manager: Patrick Lusk
Phone/Email: (402) 458-5004 / plusk@olsson.com
County Project Liaison: Sue Crawford
Phone/Email: (402) 363-2600 / scrawford@cityofyork.net
NDOT RC: Paul Kieper
Phone/Email: (402) 479-3944 / Paul.Kieper@nebraska.gov
Date: 12/12/2023

Subconsultants:	Quantity	Unit Cost	Amount
Subtotal			

Printing and Reproduction:	Quantity	Unit Cost	Amount
Subtotal			

Mileage/Travel:	Quantity	Unit Cost	Amount
Field Vehicle Miles	416	\$0.655	\$272.48
Subtotal			\$272.48

Lodging/Meals:	Quantity	Unit Cost	Amount
Subtotal			

Other Miscellaneous Costs:	Quantity	Unit Cost	Amount
Title Research	9	\$250.000	\$2,250.00
Subtotal			\$2,250.00
TOTAL DIRECT EXPENSES			\$2,522.48

Per Diem Rates: <http://www.gsa.gov/portal/category/104711>
 Mileage Rates: <http://www.gsa.gov/portal/category/104715>

2011 Standard Rates*	
Type	Rate
Black and White Copies	Actual reasonable cost
Color Copies	Actual reasonable cost
Miscellaneous Postage, Mailing, Deliveries Etc.	Actual reasonable cost
Equipment	Actual reasonable cost
Privately Owned Vehicle	Actual reimbursement amount to employee, not to exceed rates for company vehicles outlined above
Automobile Rental	Actual reasonable cost
Air fare	Actual reasonable cost, giving the State all discounts
Statewide Omaha/Douglas County	
Breakfast	_____
Lunch	_____
Dinner	_____
Incidentals	_____
Totals	_____

* A full list of rates can be found at the following website: www.gsa.gov/perdiem

Supplement 2

Project Cost

Project Name: Project Access York
Project Number: DPS-93(15)
Control Number: 43010
Location (City, County): York, York
Firm Name: Olsson
Consultant Project Manager: Patrick Lusk
Phone/Email: (402) 458-5004 / plusk@olsson.com
LPA Responsible Charge: Sue Crawford
Phone/Email: (402) 363-2600 / scrawford@cityofyork.net
NDOT Project Coordinator: Paul Kieper
Phone/Email: (402) 479-3944 / Paul.Kieper@nebraska.gov
Date: December 12, 2023

Direct Labor Costs:	Hours	Rate	Amount
Personnel Classification			
Principal			
Survey Team Leader	6	\$51.92	\$311.52
Environmental Scientist			
Project Manager	10	\$45.67	\$456.70
Senior Engineer			
Engineer			
Senior Designer/Technician	44	\$34.02	\$1,496.88
Registered Land Surveyor			
Survey Party Chief	31	\$31.25	\$968.75
Surveyor I	31	\$19.50	\$604.50
Administrative			
TOTALS	122		\$3,838.35

Direct Expenses:	Amount
Subconsultants	
Printing and Reproduction Costs	
Mileage/Travel	\$272.48
Lodging/ Meals	
Other Miscellaneous Costs	\$2,250.00
TOTALS	\$2,522.48

Total Project Costs:	Amount
Direct Labor Costs	\$3,838.35
Overhead @ 185.88%	\$7,134.72
Total Labor Costs	\$10,973.07
Fixed Fee @ 12.00%	\$1,316.77
Facility Capital Cost of Money (FCCM) @ 0.70% (direct labor cost x FCCM%)	\$26.87
Direct Expenses	\$2,522.48
PROJECT COST	\$14,839.19

RESOLUTION

PRELIMINARY ENGINEERING SERVICES AGREEMENT
SUPPLEMENTAL AGREEMENT NO. 1 – BK2301

CITY OF YORK

Resolution No. 2024-5

Whereas: City of York and Olsson, Inc. have previously executed a Preliminary Engineering Services Agreement (BK2301) for a transportation project for which the Local Public Agency (LPA) would like to obtain Federal funds; and

Whereas: City of York 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: City of York and Olsson, Inc. wish to enter into a preliminary engineering services supplemental agreement, setting out modifications and/or additional duties and/or funding responsibilities for the Federal-aid project.

Be It Resolved: by the City Council of York, Nebraska that:

Barry Redfern, Mayor of City of York, is hereby authorized to sign the attached Preliminary Engineering Services Supplemental Agreement No. 1 between the City of York and Olsson, Inc.

NDOT Project Number: DPS-93(15)

NDOT Control Number: 43010

NDOT Project Description: Project Access York

Adopted this 4 day of April, 2024 at York Nebraska.

The City Council of York, Nebraska:

<u>Northrop</u>	<u>Wilkinson</u>
<u>North</u>	<u>Wagner</u>
<u>Sheppard</u>	<u>Pieper</u>
<u>Postier</u>	<u>Van Esch</u>

Board/Council Member NORTH

Moved the adoption of said resolution

Member WILKINSON Seconded the Motion

Roll Call: 8 Yes 0 No 0 Abstained 0 Absent

Resolution adopted, signed, and billed as adopted

Attest:

Amanda King
Signature City Clerk

