

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
NOVEMBER 7, 2023 AGENDA**

Subject:	Type:	Submitted By:
PROFESSIONAL SERVICES AGREEMENT- 84 TH STREET REDEVELOPMENT FINAL BRIDGE DESIGN, TRAILS & ROW	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

SYNOPSIS

A resolution has been prepared authorizing a Professional Services Agreement with Design Workshop (subconsultant Schemmer & Associates) to provide engineering design services for a portion of the 84th Street Redevelopment Project that is a federal-aid project designated as Project No. DPS-77(67) in an amount not to exceed \$571,518.10.

FISCAL IMPACT

The FY23/FY24 Budget provides funding for this project.

RECOMMENDATION

Approval.

BACKGROUND

In 2010, the City completed *A Vision Plan for 84th Street* (Vision 84), which included an extensive public process and the adoption of a master plan identifying the vision for 84th Street as the creation of a downtown for the community. The Vision 84 plan called for “Unique streetscape enhancements along 84th Street” as one of the goals of the master plan. Consequently, a streetscape design was completed and implementation of various components of that plan has begun.

Design Workshop, along with their subconsultant Schemmer, have been working on the streetscape project plans and specifications since 2017. A federal grant was applied for and received in the amount of \$5 million, which will fund a portion of this project including construction of the bridge (underpass), construction of the trails from Giles Road to Harrison Street and the acquisition of ROW to facilitate said construction. Due to the requirements of the congressional grant funding, the project is now being processed through the NDOT Local Projects and the City has been working with the NDOT to format the project into a federal aid project.

A preliminary design concept for the underpass has been completed, reviewed, and approved for advancement to final design. The project has also been approved to receive federal resources for the design and construction. As such, the Scope of Work associated with this agreement is intended to provide final design documents for the trails and underpass that meet the approved concept and the requirements of a federal aid project let through the NDOT process.

The attached resolution is in the format prescribed by the Nebraska Department of Transportation authorizing the execution of a Professional Services Agreement between the City of La Vista and Design Workshop and Exhibit A of that resolution outlines the Scope of Services to be performed.

Note: You will see the project referred to as “84th Street Trails, Giles to Harrison” in the attached Resolution and documentation from the NDOT. When the federal grant application was submitted, this was the title given to the project and it will continue to be referred to that way in all of the paperwork. Although there is no reference to the underpass in the title, it is included in the grant and the scope of services.

K:\APPS\City Hall\CNCLRPT (Blue Letters)\23file\23 PW PSA 84th Street Trail, Giles To Harrison 11.7.2023.Doc

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH DESIGN WORKSHOP TO PROVIDE ADDITIONAL SERVICES RELATED TO PROJECT NO. DPS-77(67) THE 84TH STREET TRAIL, GILES TO HARRISON, IN AN AMOUNT NOT TO EXCEED \$571,518.10.

WHEREAS, the City Council of the City of La Vista has determined that additional services related to Project No. DPS-77(67), the 84th Street Trail, Giles to Harrison are necessary; and

WHEREAS, the FY23/FY24 Biennial Budget includes funding for this project; and

WHEREAS Subsection (C) (9) of Section 31.23 of the La Vista Municipal Code requires that the City Administrator secures Council approval prior to authorizing any purchase over \$5,000.00.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska authorize the Mayor to execute a professional services agreement with Design Workshop to provide additional services related to Project No. DPS-77(67), the 84th Street Trail, Giles to Harrison in an amount not to exceed \$571,518.10.

PASSED AND APPROVED THIS 7TH DAY OF NOVEMBER 2023.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

LPA/CONSULTANT LOCALLY FUNDED
PROFESSIONAL SERVICES, CONSULTANT
PRELIMINARY ENGINEERING SERVICES

CITY OF LA VISTA, NEBRASKA
DESIGN WORKSHOP
PROJECT NO. DPS-77(67)
CONTROL NO. 22885
84TH ST TRAIL, GILES - HARRISON, LA VISTA

THIS AGREEMENT, made and entered into by and between the City of La Vista, Nebraska, hereinafter referred to as the "LPA", and Design Workshop, hereinafter referred to as the "Consultant," and collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the LPA is in the process of developing a federal-aid transportation project, and

WHEREAS, LPA intends to engage the Consultant to render professional services for the above-named project, and

WHEREAS, the above-named project is solely the responsibility of the LPA; the Nebraska Department of Transportation (NDOT) involvement in this project is for the sole purpose of acting as the representative of the FHWA for eligibility of the federal funding for future phases of work; and

WHEREAS, the LPA will fund the professional services under this agreement with LPA funds only, and has obtained funding approval from the NDOT to do so, based on the LPA meeting all federal-aid eligibility requirements for all phases of the project, and

WHEREAS, NDOT will pay the Consultant directly and bill the LPA for 100% of the agreement amount, and

WHEREAS, the Consultant is qualified to do business in Nebraska and has met all requirements of the Nebraska Board of Engineers and Architects to provide consultant engineering services in the State of Nebraska, and

WHEREAS, Consultant is willing to perform the services in accordance with the terms hereinafter provided, is presently in compliance with Nebraska law, and hereby agrees to comply with all federal, state, and local laws and ordinances applicable to the work under this agreement.

NOW THEREFORE, in consideration of these facts, the Parties hereto agree as follows:

SECTION 1. DEFINITIONS

Wherever in this agreement the following terms are used, they will have the meaning here given:

"CONSULTANT" means Design Workshop and any employees thereof, whose business and mailing address is 1390 Lawrence Street, Suite 100, Denver, Colorado 80204.

"SUBCONSULTANT/SUBCONTRACTOR" means the firm of The Schemmer Associates, Inc., whose business and mailing address is 1044 North 115th Street, Suite 300, Omaha, Nebraska 68154.

"STATE" means the Nebraska Department of Transportation in La Vista, Nebraska, its Director, or authorized representative. The State represents the United States Department of Transportation on federally funded transportation projects sponsored by a sub recipient of federal funds and any reference to the "State" in this Agreement shall mean the State on behalf of the United States Department of Transportation.

"FHWA" means the Federal Highway Administration, United States Department of Transportation, Washington, D.C. 20590, acting through its authorized representatives.

"DOT" means the United States Department of Transportation, Washington, D.C. 20590, acting through its authorized representatives.

To "ABANDON" the work means that the LPA has determined that conditions or intentions as originally existed have changed and that the work as contemplated herein is to be renounced and deserted for as long in the future as can be foreseen.

To "SUSPEND" the work means that the LPA has determined that progress is not sufficient, or that the conditions or intentions as originally existed have changed, or the work completed or submitted is unsatisfactory, and that the work as contemplated herein should be stopped on a temporary basis. This cessation will prevail until the LPA determines to abandon or terminate the work or to reinstate it under the conditions as defined in this agreement.

To "TERMINATE" or the "TERMINATION" of this agreement is the cessation or quitting of this agreement based upon action or failure of action on the part of the Consultant as defined herein and as determined by the LPA.

SECTION 2. SCOPE OF SERVICES

The Consultant shall provide Preliminary Engineering Services for Project No. DPS-77(67), C.N. 22885, in Sarpy County, Nebraska.

Upon receiving a written notice to proceed from the LPA, the Consultant shall perform all work required under this agreement as outlined in Exhibit "A", Consultant Work Order and

Scope of Services, and Exhibit “B”, Consultant’s Fee Proposal, which are attached and hereby made a part of this agreement.

For work beyond the agreed Scope of Services the consultant shall document the additional work, estimate the cost to complete the work, negotiate a supplement agreement and receive written approval from the LPA before beginning work. Any work performed by the consultant prior to approval will be done at the expense of the consultant.

SECTION 3. CONSULTANTS PERSONNEL (OPTIONAL)

The Consultant shall notify the LPA of any need to replace the project manager or significant personnel changes. Personnel who are added as replacements must be persons of comparable training and experience. Personnel added as new personnel and not replacements must be qualified to perform the intended work. The LPA reserves the right to accept or reject the personnel change. Failure on the part of the Consultant to provide acceptable replacement personnel as determined by the LPA will be cause for termination of this agreement, with settlement to be made as provided in the SUSPEND, ABANDON AND TERMINATE section of this agreement.

SECTION 4. NEW EMPLOYEE WORK ELIGIBILITY STATUS

The Consultant agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. The Consultant hereby agrees to contractually require any Subconsultants to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

The undersigned duly authorized representative of the Consultant, by signing this agreement, hereby attests to the truth of the following certifications, and agrees as follows:

Neb.Rev.Stat. § 4-114. I certify compliance with the provisions of Section 4-114 and, hereby certify that this Consultant shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. I agree to require all Subconsultants, by contractual agreement, to require the same registration and verification process.

If the Consultant is an individual or sole proprietorship, the following applies:

1. The Consultant must complete the United States Citizenship Attestation form and attach it to this agreement. The form is available on the Department of Roads website at www.transportation.nebraska.gov/projdev/#save.
2. If the Consultant indicates on such Attestation form that he or she is a qualified alien, the Consultant agrees to provide the US Citizenship and Immigration Services documentation required to verify the Consultant lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Consultant understands and agrees that lawful presence in the United States is required, and the Consultant may be disqualified, or the contract terminated, if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

SECTION 5. NOTICE TO PROCEED AND COMPLETION

The LPA, or the State on behalf of the LPA, will issue the Consultant a written Notice-to-Proceed (NTP) upon full execution of this agreement. 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.

The Consultant shall do all the work according to the schedule included in attached EXHIBIT "A", Scope of Services, and Exhibit "B", Consultant's Fee Proposal, and shall complete all work required under this agreement promptly and in a satisfactory manner by August 28, 2025.

The completion time will not be extended because of any avoidable delay attributed to the Consultant, but delays attributable to the LPA or State may constitute a basis for an extension of time.

LPA authorized changes in the scope of work, which increase or decrease work hours or services required of the Consultant, will provide the basis for a change of time and/or changes to the total costs of the services under this agreement.

SECTION 6. FEES AND PAYMENTS

- A. For performance of the services as described in this agreement, the Consultant will be paid a fixed-fee-for-profit of \$9,466.20, as defined in paragraph D of this section, and up to a maximum amount of \$562,051.90 for actual costs as defined in paragraph E of this section, that are allowable subject to the terms of this

agreement and to all requirements and limitations of the federal cost principles contained in the Federal Acquisition Regulation (48 CFR 31). The total agreement amount is \$571,518.10.

- B. The fixed fee is computed upon the direct labor costs (wages) and overhead costs. The fixed fee is not allowable upon direct non-labor costs. The fixed-fee for profit is calculated by multiplying the sum of the direct labor costs and overhead costs billed by the negotiated fixed-fee-for-profit.
- C. Actual costs include direct labor costs, direct non-labor costs, and overhead costs.
- (1) Direct Labor Costs are the earnings that individuals receive for the time they are working directly on the project.
- (a) Hourly Rates: For hourly employees, the hourly earnings rate shall be the employee's straight time hourly rate for the pay period in which the work was performed. For salaried employees, the hourly earnings rate shall be their normal hourly rate as established by the company's compensation plan, except for those pay periods where the employee works more hours than normally expected. In those pay periods, the hourly rate for project billing purposes shall be the actual rate determined by dividing the actual compensation for that pay period by the actual hours reported, including paid absences, for that pay period. Hours worked includes paid absences, such as: holiday, vacation, sick leave, administrative leave, etc.
- (b) Time records: The hours charged to the project must be supported by adequate time distribution records. The records must clearly indicate the distribution of hours to all activities on a daily basis for the entire pay period, and there must be a system in place to ensure that time charged to each activity is accurate.
- (2) Direct Non-Labor Costs charges in this category include actual allowable expenses for personnel away from their base of permanent assignment, communication costs, reproduction and printing costs, computer charges, special equipment and materials required for the project, special insurance premiums if required solely for this agreement, and such other similar items. A non-labor cost cannot be charged as a direct cost and also be included in the Consultant's overhead rate. If for reasons of practicality, the consultant is

treating a direct non-labor cost category, in its entirety, as an overhead cost, then costs from that category are not eligible to be billed to this project as a direct expense.

Payment for eligible direct non-salary costs must be made on receipted invoices whenever possible, or on certified billings of the Consultant. For purposes of standardization on this agreement, the following expenses will be reimbursed at actual costs, not to exceed the rates as shown below.

Company Automobile/Pick-up truck - The reimbursement for automobile/pick-up truck mileage shall be the prevailing standard rate as established by the Internal Revenue Services through its Revenue Procedures. Privately Owned Vehicle - Actual reimbursement to employee, not to exceed rates shown for company vehicles outlined above

Automobile Rental - Actual reasonable cost

Air fare - **Actual reasonable cost**, giving the LPA all discounts

Lodging - **Actual cost – excluding taxes and fees**: Not to exceed the federal lodging reimbursement guidelines, as periodically determined by the U.S. General Services Administration.

Meals - **Actual cost – including tax and gratuity**: Not to exceed the federal per meal reimbursement guidelines, as periodically determined by the U.S. General Services Administration.

For the Consultant and its employees to be eligible for the meal allowance, the following criteria must be met.

Breakfast: (a) Employee is required to depart at or before 6:30 a.m., or
(b) Employee is on overnight travel.

Lunch: (a) Employee must be on overnight travel. No reimbursement for same day travel.
(b) Employee is required to leave for overnight travel at or before 11:00 a.m., or
(c) Employee returns from overnight travel at or after 2:00 p.m.

Dinner: (a) Employee returns from overnight travel or work location at or after 7:00 p.m., or

(b) Employee is on overnight travel.

Meals are not eligible for reimbursement if the employee eats within 20 miles of the headquarters town of the employee.

The Consultant shall note the actual lodging and meal costs in a daily diary, expense report, or on the individual's time report along with the time of departure to the project and time of return to the headquarters town. The Consultant will maintain and provide a copy of the direct non-labor costs.

(3) Overhead Costs include indirect labor costs, indirect non-labor costs, and direct labor additives that are allowable in accordance with 48 CFR 31.

Overhead costs are to be allocated to the project as a percentage of direct labor costs. The Consultant will be allowed to charge the project using its actual allowable overhead rate. Overhead rate increases which occur during the project period will not be cause for an increase in the maximum amount established in paragraph A of this section. When an audit is performed by the LPA at the completion of the work, the actual allowable overhead rate for the year the project labor was incurred will be applied to the direct labor costs for that year. If a particular year's actual overhead has not yet been computed or approved by the LPA, the most recent year's accepted rate will be applied. The audit may result in additional funds due the Consultant or a cost due from the Consultant to the LPA.

D. The Consultant shall submit invoices to the NDOT at a minimum of monthly intervals.

The invoices must present actual direct labor, actual overhead, actual direct non-labor costs, as well as the fixed fee based upon the actual direct labor and overhead costs billed for that period. The invoices must identify each employee by name and classification, the hours worked, and each individual's actual labor cost. Direct non-labor expenses must be itemized and provide a complete description of each item billed.

Each monthly invoice must be substantiated by a progress report which is to include/address, as a minimum:

1. A description of the work completed for that period
2. A description of the work anticipated for the next pay period
3. Information needed from LPA

4. Percent of work completed to date
5. A completed "Cost Breakdown Form" which is located on the State's webpage at www.transportation.nebraska.gov/rfp.

If the Consultant does not submit a monthly invoice, it shall submit its progress report monthly.

- E. The NDOT will make every effort to pay the Consultant within 30 days of receipt of the Consultant's invoices. Payments are dependent upon whether the monthly progress reports provide adequate substantiation for the work and whether the LPA determines that the work submitted is satisfactory. Upon determination that the work was adequately substantiated and satisfactory, payment will be made in the amount of 100 percent of the billed actual costs. Upon completion acceptance of the work required under this agreement a final audit of all invoiced amounts may be completed by the LPA or its authorized representative if required by local policy. The Consultant agrees to reimburse NDOT for any overpayments discovered by the LPA or its authorized representative.

The acceptance by the Consultant of the final payment will constitute and operate as a release to NDOT for all claims and liability to the Consultant, its representatives, and assigns, for any and all things done, furnished, or relating to the services rendered by or in connection with this agreement or any part thereof.

- F. The Consultant shall maintain, and also require that its Subconsultants/Subcontractors maintain, all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such material available for examination at its office at all reasonable times during the agreement period and for three years from the date of final cost settlement by FHWA under this agreement. Such materials must be available for inspection by the State, FHWA, or any authorized representative of the federal government, and when requested, the Consultant shall furnish copies.

SECTION 7. PROFESSIONAL PERFORMANCE

The Consultant understands that the LPA will rely on the professional performance and ability of the Consultant. Any examination by the LPA or any acceptance or use of the work product of the Consultant, will not be considered to be a full and comprehensive examination and will not be considered an approval of the work product of the Consultant which would relieve the Consultant from any liability or expense that would be connected with the

Consultant's sole responsibility for the propriety and integrity of the professional work to be accomplished by the Consultant pursuant to this agreement. That further, acceptance or approval of any of the work of the Consultant by the LPA or of payment, partial or final, will not constitute a waiver of any rights of the LPA to recover from the Consultant, damages that are caused by the Consultant due to error, omission, or negligence of the Consultant in its work. That further, if due to error, omission, or negligence of the Consultant, the plans, specifications, and estimates are found to be in error or there are omissions therein revealed during the construction of the project and revision or reworking of the plans is necessary, the Consultant shall make such revisions without expense to the LPA. The Consultant shall respond to the LPA's notice of any errors or omissions within 24 hours and give immediate attention to these corrections to minimize any delays to the construction contractor. This may involve visits by the Consultant to the project site, if directed by the LPA. If the Consultant discovers errors in its work, it shall notify the LPA of the errors within seven days. Failure of the Consultant to notify the LPA will constitute a breach of this agreement. The Consultant's legal liability for all damages incurred by the LPA caused by error, omission, or negligent acts of the Consultant will be borne by the Consultant without liability or expense to the LPA.

SECTION 8. SUSPEND, ABANDON AND TERMINATE

The LPA has the absolute right to abandon the project or to change the general scope of work at any time and such action on its part will in no event be deemed a breach of agreement. The LPA can suspend or terminate this agreement at any time.

If the LPA abandons or subtracts from the work, or suspends or terminates the agreement as presently outlined, the Consultant will be reimbursed for work completed up to the date of suspension, abandonment or termination of the agreement, provided however, that in case of suspension, abandonment, or termination for breach of this agreement or for tender of improper work, the LPA can suspend payments, pending the Consultant's compliance with the provisions of this agreement. In determining the percentage of work completed, the LPA will consider the work performed by the Consultant prior to abandonment or termination to the total amount of work contemplated by this agreement. The ownership of all project plans and supporting documents completed or partially completed at the time of such termination or abandonment will be retained by the LPA and the Consultant shall immediately deliver all project plans and supporting documents to the LPA.

SECTION 9. OWNERSHIP OF DOCUMENTS

All surveys, plans, specifications, maps, computations, charts, electronic data, and other project data prepared or obtained under the terms of this agreement are the property of the LPA and the Consultant shall deliver them to the LPA without restriction or limitation as to further use.

LPA acknowledges that such data may not be appropriate for use on an extension of the work covered by this agreement or on other projects. Any use of the data for any purpose other than that for which it was intended without the opportunity for Consultant to review the data and modify it if necessary for the intended purpose will be at the LPA's sole risk and without legal exposure or liability to Consultant.

SECTION 10. USE AND/OR RELEASE OF PRIVILEGED OR CONFIDENTIAL INFORMATION

Certain information provided by the LPA or the State to the Consultant is "Confidential Information" contained within "Privileged Documents" protected by 23 U.S.C. §409. "Confidential information" means any information that is protected from disclosure pursuant to state and federal law and includes, but is not limited to, accident summary information, certain accident reports, diagnostic evaluations, bridge inspection reports, and any other documentation or information that corresponds with said evaluations or reports, and any other information protected by 23 U.S.C. §409. "Privileged document" means any document pertaining to any file or project maintained by the LPA or the State that is privileged and protected from disclosure, pursuant to appropriate state and federal law, including any document containing attorney-client communications. This confidential and privileged information is vital and essential to the Consultant in order that the Consultant adequately design the project at hand on behalf of the LPA.

The Consultant agrees it will only use any information or documentation that is considered to be privileged or confidential for the purposes of executing the services by which it has agreed to render for the LPA for the project at hand only. The Consultant agrees not to reveal, disseminate, or provide copies of any document that is confidential and privileged to any individual or entity. The LPA agrees that any information or documentation that is considered to be privileged or confidential that is provided to Consultant will be marked with the following information:

"CONFIDENTIAL INFORMATION: Federal Law, 23 U.S.C §409, prohibits the production of this document or its contents in discovery or its use in evidence in a State or Federal Court. The LPA has not waived any privilege it may assert as provided by

that law through the dissemination of this document and has not authorized further distribution of this document or its contents to anyone other than the original recipient.”

The Consultant agrees to obtain the written approval of the LPA, with the concurrence of the State prior to the dissemination of any privileged or confidential information or documentation if it is unclear to the Consultant whether such information or documentation is in fact privileged or confidential.

The Consultant and the LPA agree that any unauthorized dissemination of any privileged or confidential information or documentation on the part of the Consultant will create liability on the part of the Consultant to the LPA for any damages that may occur to LPA or the State as a result of the unauthorized dissemination. The Consultant agrees to hold harmless, indemnify, and release the LPA, or when applicable, the State for any liability that may ensue on the part of the LPA or the State for any unauthorized dissemination of any privileged or confidential information or documentation on the part of the Consultant.

SECTION 11. CONFLICT OF INTEREST

The Consultant shall review the conflict-of-interest provisions of 23 C.F.R. 1.33 and any other applicable provisions and agrees to fully comply with all the conflict of interest provisions in order to insure that the project remains fully eligible for state or federal funding. By signing this agreement, the Consultant certifies that it has no financial or other interests in this project or the outcome of this project. For further federal interpretation of these provisions, see “PE/CE Consultant Conflict of Interest Frequently Asked Questions” located on the State’s Local Federal Aid Projects’ Frequently Asked Questions webpage:

<http://www.transportation.nebraska.gov/gov-aff/faq.html>

SECTION 12. FORBIDDING USE OF OUTSIDE AGENTS

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, the LPA has the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

SECTION 13. NON-RAIDING CLAUSE

The Consultant shall not engage the services of any person or persons presently in the employ of the LPA for work covered by this agreement without the prior written consent of the employer of the persons.

SECTION 14. GENERAL COMPLIANCE WITH LAWS

The Consultant hereby agrees to comply with all federal, state, and local laws and ordinances applicable to the work.

SECTION 15. DISPUTES

Any dispute concerning a question of fact in connection with the work not disposed of by this agreement will be referred for determination to the LPA or a duly authorized representative, whose decision in the matter will be final and conclusive on the Parties to this agreement, using the process set out in section 4.4.3.5 of the Nebraska LPA Manual for Federal Aid Projects.

SECTION 16. RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Consultant agrees to save harmless the LPA from all claims and liability due to the activities of the Consultant or those of the Consultant's agents, employees, Subconsultants, or anyone working on Consultant's behalf, in the performance of work under this agreement. In this connection, the Consultant shall for the life of this agreement, carry insurance as outlined in Exhibit "C" and attached hereto, and hereby made a part of this agreement. In any contract Consultant has with a Subconsultant, Consultant shall require that the insurance requirements outlined in Exhibit "C" must be met by the Subconsultant.

SECTION 17. PROFESSIONAL REGISTRATION

The Consultant shall affix the seal of a registered professional engineer or architect licensed to practice in the State of Nebraska, on all plans, documents, and specifications prepared under this agreement as required by the Nebraska Engineers and Architects Regulations Act, Neb.Rev.Stat §81-3401 et. seq.

SECTION 18. SUCCESSORS AND ASSIGNS

This agreement is binding on successors and assigns of either party.

SECTION 19. DRUG-FREE WORKPLACE POLICY

The Consultant shall have an acceptable and current drug-free workplace policy on file with the LPA.

SECTION 20. FAIR EMPLOYMENT PRACTICES ACT

The Consultant agrees to abide by the Nebraska Fair Employment Practices Act, as provided by Neb.Rev.Stat. 48-1101 through 48-1126, which is hereby made a part of and included in this agreement by reference.

SECTION 21. DISABILITIES ACT

The Consultant agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-366), as implemented by 28 CFR 35, which is hereby made a part of and included in this agreement by reference.

SECTION 22. DISADVANTAGED BUSINESS ENTERPRISES

The Consultant shall ensure that disadvantaged business enterprises, as defined in 49 CFR 26, have the maximum opportunity to compete for and participate in the performance of subagreements financed in whole or in part with federal funds under this agreement.

Consequently, the disadvantaged business requirements of 49 CFR 26 are hereby made a part of and included in this agreement by reference.

The Consultant shall not discriminate on the basis of race, color, sex, or national origin in the award and performance of FHWA-assisted contracts. Failure of the Consultant to carry out the requirements set forth above will constitute a breach of this agreement and, after the notification of the FHWA, may result in termination of this agreement by the LPA or such remedy as the LPA deems appropriate.

SECTION 23. TITLE VI, NONDISCRIMINATION

- A. Compliance with Regulations: During the performance of this agreement, the Consultant, for itself and its assignees and successors in interest, agrees to comply with the regulations of the DOT relative to nondiscrimination in federally-assisted programs of the DOT (49 CFR 21 and 27, hereinafter referred to as the Regulations), which are hereby made a part of and included in this agreement by reference.
- B. Nondiscrimination: The Consultant, with regard to the work performed by it after award and prior to completion of this agreement, shall not discriminate on the basis of race, color, sex, or national origin in the selection and retention of Subconsultants, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5, including employment practices when the agreement covers a program set forth in Appendixes A, B, and C of 49 CFR 21.
- C. Solicitations for Subagreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subagreement, including procurements of materials or equipment, each potential Subconsultant or supplier

shall be notified by the Consultant of the Consultant's obligations under this agreement and the Regulations relative to nondiscrimination on the basis of race, color, sex, or national origin.

- D. Information and Reports: The Consultant shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the LPA, State or FHWA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall certify to the LPA, State or FHWA, as appropriate, and set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this agreement, the State will impose such agreement sanctions as it or the State and FHWA may determine to be appropriate, including but not limited to withholding of payments to the Consultant under this agreement until the Consultant complies, and/or cancellation, termination, or suspension of this agreement, in whole or in part.
- F. Incorporation of Provisions: The Consultant shall include the provisions of paragraphs A through E of this section in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The Consultant shall take such action with respect to any subagreement or procurement as the LPA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event a Consultant becomes involved in or is threatened with litigation with a Subconsultant/Subcontractor as a result of such direction, the Consultant may request that the LPA enter into such litigation to protect the interests of the LPA and, in addition, the Consultant may request that the LPA and United States enter into such litigation to protect the interests of the LPA and United States.

SECTION 24. SUBLETTING, ASSIGNMENT, OR TRANSFER

24.1 The Subconsultant will provide engineering services.

- 24.2 Any other subletting, assignment, or transfer of any professional services to be performed by Consultant is hereby prohibited unless prior written consent of State, on LPA's behalf is obtained.
- 24.3 At LPA's or State's discretion, Consultant may enter into an agreement with any subconsultants/subcontractors for work covered under this Agreement. All subconsultant/subcontractor agreements for work covered under this Agreement must contain identical or substantially similar provisions to those in this Agreement. No right-of-action against LPA or State will accrue to any Subconsultant/Subcontractor by reason of this Agreement.
- 24.4 As outlined in SECTION 22. DISADVANTAGED BUSINESS ENTERPRISES, Consultant shall take all necessary and reasonable steps to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform subagreements. Any written request to sublet any other services must include documentation of efforts to employ a disadvantaged business enterprise.

SECTION 25. LPA CERTIFICATION

By signing this agreement, I, do hereby certify that, to the best of my knowledge, the 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 project involving participation of Federal-Aid highway funds and is subject to applicable state and federal laws, both criminal and civil.

SECTION 26. ALL ENCOMPASSED

This instrument embodies the whole agreement of the Parties. There are no promises, terms, conditions, or obligations other than contained herein, and this agreement supersedes all previous communications, representations, or other agreements or contracts, either oral or written hereto.

EXHIBIT "A"

Scope of Services

Project Name 84th St. Trail, Giles to Harrison, La Vista

Project No. DPS-77(67)

CN: 22885

Engineering Design Services

Text shown below that has been struck through (~~example~~) is not a part of this scope and has been left in this document simply as a place holder.

Upon receipt of notice to proceed from State and/or LPA, Consultant agrees to complete all the following services as part of developing construction plans that are ready for State's use in a bid-letting for this project.

PROJECT DESCRIPTION

<general scope of project and description of work>

The original design contract with the City of La Vista included effort for producing construction documents for trail construction, landscaping, and Underpass Preliminary Development and Final Design. The scope included a limited number of coordination meetings and concept development effort. The scope for final bridge design was based on a basic simple span bridge without a full definition of what the desired underpass would entail.

A preliminary design concept for the underpass has been completed, reviewed and approved for advancement to final design. The project has also been approved to receive federal resources for the design and construction. As such, this Scope of Services is intended to address the effort required to design the trail and underpass meeting the approved concept and revising all existing design sheets meeting the requirements of a federal aid project let through the Nebraska Department of Transportation (NDOT) process.

TASKS AND TASK ASSIGNMENTS

Projects located in the jurisdictional area of a Metropolitan Planning Organization (MPO) and has a Responsible Charge (RC) who is an employee of the respective Local Public Agency will manage the project. Nebraska Department of Transportation (NDOT) will manage the project and will act as the RC when located outside of the MPO.

It is anticipated the project will require the following major tasks:

- a. Environmental Documents and coordination (Design Consultant/NEPA Consultant)
- b. Project Management and Quality Control
- c. Update Field Survey
- d. Roadway Design (~~including Right-of-Way Design~~)
- e. Hydrology and Hydraulic Design

- f. Bridge Design and Concrete Box Culvert Design.
- g. When NDOT is the Responsible Charge (RC) the National Pollutant Discharge Elimination System/ and the Storm water Pollution Prevention Plan/SWPPP will be prepared by the NDOT's Roadside Stabilization Unit. The erosion control plans will be designed by the Design Consultant. NDOT's Roadside Stabilization Unit will submit the Notice of Intent, NPDES permit and the SWPPP.
- h. PS&E Submittals
- i. Project Meetings (~~Kick-off meeting~~, Progress, Plan in Hand (PIH) meeting, Utility meeting, and Project Coordination meetings)
- j. Public Involvement
- k. Geological Studies

APPLICABLE PUBLICATIONS

Overview: Work shall be done in accordance with the most current version of the following materials. The most current versions of the NDOT materials can be obtained from the NDOT Website.

- 1) LPA Guidelines Manual for Federal-Aid Projects. NDOT April 2009
- 2) A Policy on Geometric Design of Highways and Streets 2018 (AASHTO)
- 3) Federal Emergency Management Agency (F.E.M.A.) National Flood Insurance, Flood Boundary and Floodway Map, and Flood Insurance Study (FIS)
- 4) Manual on Uniform Traffic Control Devices (FHWA), 2009 Edition
- 5) MUTCD - Nebraska 2011 Supplement to the MUTCD
- 6) Nebraska Minimum Design Standards – Counties, Municipalities, State - 2016 (or most current) (Nebraska Administrative Code Title 428; Rules and Regulations of the Board of Public Roads Classifications and Standards
- 7) Nebraska State Plane Coordinate System Datum Adjustment Computations Lambert Conformal System Manual
- 8) Roadside Design Guide, 2011 (AASHTO)
- 9) Standard Specifications for Highway Construction 2017 (or latest edition) (NDOT)
- 10) NDOT Hydraulic Analysis Guidelines for Consultant
- 11) NDOT Roadway Design Manual & Drainage Design and Erosion Control Manual
- 12) Bridge Office Policies and Procedures Manual
- 13) NDOT Geotechnical Policies and Procedures Manual
- 14) Uniform Relocation Assistance and Real Property Acquisition Act (the Uniform Act)

SOFTWARE AND EQUIPMENT REQUIREMENTS

- 1. The Consultant's design and drafting software and design files must be compatible with NDOT's design and drafting software. Information on NDOT's design

protocol can be found on NDOT's website on the Roadway Design page;
<https://dot.nebraska.gov/business-center/design-consultant/>.

2. The Consultant's roadway design must be accomplished using the design software OPENROADS but no version later than that in use by NDOT. The consultant's design must follow NDOT's drafting procedures, guidelines, and file naming convention using the appropriate version of OpenRoads. Format CAD software. Consultant's use of an earlier version of Bentley OpenRoads may be approved for specific activities with written permission of NDOT and at NDOT's sole discretion.
3. Reports and documents must be submitted in a form compatible with Microsoft Office products unless otherwise directed.
4. The Consultant will provide all software and computer equipment required to complete the work including any analysis software required to perform the bridge design work.
5. All project document submittals (non CAD/OpenRoads) are to be uploaded into the **State's FTP site**. Modeling files to be located within ProjectWise.
6. Bridge and retaining wall design will be accomplished and detailed utilizing MicroStation v8i.
7. Existing design work for the trail, streetscape plan, plantings, and drainage performed in AutoCAD may remain in AutoCAD.

EXPECTATIONS FOR THE DELIVERABLES

1. The consultant shall provide to NDOT acceptable final plans, specifications, and estimates (PS&E) for use in a bid letting and construction of the project. The Consultant shall seal and sign the final plans and applicable deliverables in accordance with the Nebraska Engineers and Architects Regulation Act. Consultant shall also provide to NDOT all applicable supporting documentation and reports as described in the Task Order.
2. Plans and special provisions shall be developed in compliance with the manuals, guidelines and specifications as listed in the Qualifications, Knowledge and Experience.
3. Consultant shall submit to the NDOT roadway design plans at the following stages, when applicable: before the plan-in-hand field inspection, before public meetings, at draft PS&E completion stage, and final PS&E package. Deliverables must be completed and submitted in accordance with the schedule set out in the Task Order.
4. Deliverables must be submitted in electronic form as outlined in the Task Order.
5. Submittals will be reviewed and approved by NDOT. Consultant shall address all issues raised by NDOT's review and make all necessary changes to the work.

DESIGN PLAN PREPARATION AND ASSEMBLY

Overview. These tasks are to develop design plans and assembly of design plans of items not shown in the Roadway Design section. Items to be included, but not limited to, can be found in the NDOT Roadway Design Manual under Highway Plans Assembly. These are the plans which will be let to contract; therefore, plans should be thoroughly checked for completeness, accuracy, and formatting by the design technician, the roadway designer, and other contributing parties.

Drafting Procedures. Consultants using MicroStation will follow the State's CADD drafting procedures and guidelines in preparing plans. File names must follow the State's CADD naming convention. Line weights, line styles, text size and leveling must follow the State's guidelines.

NDOT's CADD drafting standards do not apply for projects developed in AutoCAD, however, the Consultant shall make an effort to follow the State's CADD drafting procedures and guidelines in preparing plans.

Existing CADD effort that has been completed in AutoCAD conforming to the City of Omaha specifications shall remain in AutoCAD. The drawings shall incorporate NDOT border sizes and NDOT standard pay items.

The Consultant shall revise existing plan sheets that reference LPA standard pay items that are not compatible with NDOT standard pay items.

Format of Project Plans

1. The Consultant shall prepare plan and profile plan sheets on a scale of 1" = 20' and "J" (enlarged detail) sheets on a scale of 1" = 50' (rural) or 1" = 20' (urban).
2. All full-sized plan sheets must be approximately 24" x 36". The border sheet information is on NDOT's website. All half-size plan sheets must be 11" x 17".
3. Any materials submitted to the State by the Consultant must be ~~on~~-equivalent to white bond.
4. Any material which does not produce an acceptable reproduction will be returned to the Consultant for rectification.
5. The Consultants shall follow the State's CADD Drafting procedures and guidelines in preparing the project plans.
 - a. Sheets must be set up according to the State's procedures.
 - b. File names must follow the State's CADD naming convention.
 - c. Line weights, line styles, text size and leveling must follow the State's guidelines.
6. The CADD files must also conform to the following standards and conventions:
 - (a) Working units must be:
 1. Master Units = Survey Feet (sf)
 2. Sub Units = inches (in)
 3. Resolution = 1000 per survey foot
 4. Accuracy = 0.1234
 5. Working Area = 813.442402 miles
 - (b) The Consultant shall tie the project into the State Plane Coordinate System using NAD 1983 for horizontal control. Consultant shall coordinate with the Geodetic Survey office for the Project Datum Adjustment Factor (DAF). Prepare all topography information in a MicroStation. Line weights, line styles, text sizes and leveling will follow NDOT's guidelines

Format of cross-sections

1. Plot all cross-sections. This includes labeling stations on the right side of the sheet, labeling existing and design centerline elevations at centerline and labeling offset distances every 5 or 10 feet at the bottom of each sheet.
2. Plot cross-sections on standard size sheets (same size as project plan sheets) according to the State's standards.
3. Stamp or plot in the upper right corner of each sheet the control number, horizontal and vertical scale. Plot the roadway cross-sections at the scale of 1" = 10' H & V, or 1" = 20'H & V.
4. Plot cross-sections with stations progressing upward from the bottom to the top of the sheet.
5. Plot the cross-sections so that there is room for the improvement cross-section. Do not overlap cross-sections.
6. Cut cross-sections at 100-foot intervals (maximum) and at other locations as needed.
7. Plot a cross-section at each location when there may be a drainage structure needed and at driveways, intersections, or other unusual features.
8. Plot drainage structure cross-sections and keep them separate from roadway cross-sections.
9. Plot drainage structure cross-sections at the following scales:
 - a. Storm Sewer 1" = 10' H & V.
 - b. Roadway Culverts 1" = 10' H & V.
10. Plot computer roadway cross-sections in the following manner:
 - a. Plot original ground with a dashed line.
 - b. Plot design template with a solid line.
11. Plan Sheets. The consultant will refer to NDOT Roadway Design Manual for a complete list of plans sheets to be included in the plan set. The Consultant will develop special plans. Standard plans are not included with the plan set, but a current up to date list of Standard Plans used for the project will be included to be placed on the Title Sheet.

The State or LPA Shall Provide:

PRELIMINARY ITEMS

1. As-built or design plans of the existing and adjacent roadways (if available).
2. Existing work already completed including traffic study, geotechnical report, and survey.
3. Any drainage studies completed in the area (if available).
4. Names of known utilities, addresses and permits listing use and occupancy permit data along the project.
5. Electronic files of current aerial photographs (if available).
6. Existing cadastral maps, plat maps, etc. electronic right-of-way files of the project area (if available).
7. Section Corner Ties to corner monuments.

8. Existing benchmark information.
9. ROW negotiations and acquisitions.
10. Local Public Agency (LPA) Project Programming Request (NDOT Form 530)
11. Probable Class of NEPA Action (NDOT 53) Form.

Consultant Shall Provide:

PROJECT MANAGEMENT AND QUALITY CONTROL

Coordination of Design Professional and Scheduling. The Consultant Project Manager will serve as point of contact, maintain project schedule and coordinate work of sub-Consultants

THE CONSULTANT SHALL NOTIFY THE LPA AND NDOT OF ANY CHANGES MADE TO THE DESIGN OR PLANS AFTER THEY HAVE BEEN SUBMITTED TO AND/OR REVIEWED BY THE BOTH THE LPA AND STATE. SUCH CHANGES ARE DISCOURAGED, UNLESS THEY ARE IMPERATIVE OR AT THE REQUEST OF THE LPA AND/OR STATE.

1. **Project Management.** This task includes activities to initiate and monitor project schedules, workload assignments and internal cost controls throughout the project. Also included are efforts to prepare and process invoices, prepare monthly progress reports and prepare project correspondence with the Responsible Charge (RC) and to NDOT and maintain project records.
2. **Project Description/ Purpose and Need/ Project Details:** The Consultant shall work with the NDOT and the NEPA Consultant when updates or corrections are needed to the existing approved corresponding documents.
3. **Quality Assurance/Quality Control.** The Consultant will perform QA/QC checks at various stages of the project including prior to any official submittal.

MEETINGS

1. **Plan-In-Hand Meeting** the Consultant will schedule and attend a plan-in-hand meeting to review the thirty (30) percent the preliminary roadway design plans. (On-site meeting)
2. **Project Coordination Meetings** the Consultant will meet with the LPA and NDOT to discuss the status of plan development and coordinate design activities at different stages throughout the project. The consultant should anticipate **six** meetings (PCMs 20, 30, 35, 50, 70, and 90). The Consultant will be responsible for preparing meeting minutes.

3. **Meetings with Utilities.** _____1_____ Utility review meetings will be scheduled. The Utility Meeting will be conducted once all utilities have been identified and surveyed and will include all utility owners within the project footprint. The meeting will aid in developing the Utility Coordination Plan and establish a Schedule for any utility relocation that may be necessary. Effort is also included for coordination via the phone and up to __2__ total one-on-one meetings with affected utilities.

4. **Public Informational Meetings.** _____1_____ Public Meeting is assumed to be held. The Consultant shall coordinate with NEPA consultant to provide visual boards and posters for display. One person shall attend.

Survey

1. Update Field Survey. The topographic survey previously completed for the 84th St. project will be updated to incorporate changes to existing conditions since the original survey was completed in 2020. These changes mainly consist of new utilities and new buildings which have since been constructed along the east side of 84th Street.

2. Digital Terrain Model. An updated Digital Terrain Model will be provided for use in cross-section creation. Natural topographic features and man-made features above ground (including existing adjacent building limits) will be recorded. All above and below ground utilities will be located once Digger's Hotline marks them. Sanitary and storm sewer manholes will have rim and flow line elevations surveyed.

3. Base Map Preparation. Consultant will supplement the base maps using the topographic survey data.

4. Horizontal and Vertical Control. The design consultant will establish control points along the project corridor at regular intervals and provide control "reference" point ties to topographic features of permanent nature.

- a) Horizontal control points will be established and referenced to existing section corners. The control points will be permanent in nature and tied to Nebraska State Plane Coordinate system.
- b) Vertical control points will be established and referenced to USGS NAVD88 datum. There will be a minimum of three permanent benchmarks established with additional temporary benchmarks set along the project corridor at intervals not to exceed 500 feet.

5. Section/Property Corners. The consultant will locate necessary section corners, quarter section and property corners for use in drafting existing right-of-way and property lines. The Consultant will work with the County Surveyor on any corners not found to be set by the County Surveyor.

6. Update Existing Utilities. The consultant will call in a One-Call utility locate ticket. Utilities will be shown based on visible, above ground, evident in the field and utility locator's markings. LPA owned utilities will be identified, surveyed, and incorporated into the plan

data. The project liaison will assist in providing utility locations and contact information.

7. PIH Staking the Right of Way. For the PIH field visit the Consultant will stake new and existing right of way, assume ___12___ tract (s):

8. Signal Interconnect. The existing traffic control interconnect will be located and surveyed.

ROW staking should be done to clearly and accurately represent information that is illustrated on the ROW plans. When a tract requires ROW staking the following items should be staked:

1. Existing ROW
2. Existing Control of Access.
3. Existing Control of Access Breaks.
4. Existing Permanent Easements (except utility easements are generally not staked).
5. New ROW
6. New Permanent Easements
7. New Temporary Easements.
8. New Control of Access Breaks

For each line the ROW staking should at a minimum include the staking of points at the following:

1. The ends of each line.
2. Their intersection with a property line.
3. Their intersection with lot lines, section, quarter section line, etc.
4. Any deflection points within the line (turn points).
5. If a line involves a long straight run interim stakes along the line should be placed as needed to clearly denote the line in the field.
6. Any critical points along a line such as the portion coming close to a significant feature such as a structure, center-pivot, well, etc.
7. The stakes should be clearly visible in the field and denote the type of line(s) it is representing. Information to be included on the stakes include.
8. A color identification (surveyors' tape and/or paint) unique to the type of line.
Generally, Orange for ROW and Yellow - Green for easements.
9. The line designation (ROW, PE, TE, CA, etc.)
10. The distance to Centerline.
11. The Station

See NDOT's Construction Manual for additional ROW staking information.

Preliminary Final Roadway and ROW Design

Overview. The following task will be used to accomplish Roadway Design and in the development of design plans. This task includes roadway design services during the Plan-in-Hand phase and in the development of Final Design plans. Design tasks are associated with the construction requirements of the bridge and retaining walls.

The Design shall be in conformance to “Nebraska Minimum Design Standards” for New and Reconstructed Projects, 3R Standards (Resurfacing, Restoration and Rehabilitation) and the “NDOT, Standard Specifications for Highway Construction”. Reference to local standard plans and specifications is not allowed, such plans and specifications must be included within the PS&E package as special plan sheets or special provisions.

The consultant is to make every effort to use NDOT standard items, standard plans, and products from the NDOT approved product list in the design of the project. Items unique to the project and not on the standard item list, will need a special provision stating the method of construction, the unit of measure, and method of payment. Specialty items not on the approved product list will require the consultant to provide a list of 3 or more products/suppliers and an “or approved equal statement”. Approval by NDOT is needed before the item may be incorporated into the project.

1. **Data Collection and Review.** For gathering, reviewing, and organizing data for the project such as review of the as-built plans, survey data, current roadway conditions, and other supportive documentation.
2. **Roadway Horizontal Alignment.** This task includes the design and drafting of the horizontal alignments(s). Task includes creation of the Control Point/PI/Curve Data F sheet(s); the Consultant will create Horizontal Alignment and Orientation (F Sheets) on any design alignments. 84th Street alignment, retaining wall alignments, and other alignments, that are necessary for bridge related construction.
3. **Roadway Vertical Alignment.** This task includes the design and drafting of the vertical alignment(s) and/or adjustment of vertical alignment(s). A proposed profile will be developed to match the existing 84th Street elevation. The profile is estimated at 400-ft to include the length of walls adjacent to the bridge.
4. **Template Roadway Cross Sections.** Develop the design templates necessary to template the cross sections, including design of special ditches. 800-ft of modeling will be included to capture the earthwork necessary for bridge, retaining wall, and guardrail construction and grading.
5. **Limits of Construction.** This task includes efforts to create LOCs for the project. The Consultant will define and draft the limits of construction on the plan sheets. These limits are to be used to determine environmental impacts and right-of-way requirements. This task will be proportioned between bridge, roadway, and civil disciplines.

6. **Earthwork.** Determine earthwork balance factor. Process the earthwork for each alignment, including any extra earthwork due to large driveways, guardrail, or any other cause for earthwork. Calculate earthwork quantities and produce earthwork summary and plan notes.
7. **Roadway Geometric Design.** This task includes the geometric design of all Roadway alignments, intersections, driveways, parking lot reconstruction, sidewalks, and pavement transitions, which includes setting up all the geometric sheets for the project and labeling.
8. **Storm Sewer and Drainage:** This task includes hydrologic and hydraulic analysis for design of the new storm sewer system for the new and reconstruction portion of the project. This would include hydrologic review to determine drainage areas and discharges to the roadways for multiple storm events; development of a hydraulic model; identification of outlet storm sewers or drainage ways; and required improvements to outlet storm sewers or drainage ways necessary to drain the reconstructed highway. The storm sewer design will review the 10-year storm event to determine if a reasonable and practical storm sewer system can be provided to meet the current criteria. If it is determined that it is not practical to meet a 10-year storm event, a practical design approach will be used to determine a reasonable design that meets or exceeds the capacity required to convey a 2-year design storm. The design of the storm sewer will be developed in a manner to accommodate phased construction of the project that will maintain existing roadway drainage while providing outlets for the new storm sewer being constructed. This work also includes drainage plans and storm sewer profiles. Storm sewer design will be based upon the new and reconstruction urban segment.
9. **Roadway and Driveway Culverts.** This task is for roadway and driveway culverts and includes the preparation of a drainage map outlining all drainage areas and completion of the following for each area. NDOT's Pipe Policy will be followed.
 - a. Compute area size and Q.
 - b. Determine allowable H.W.
 - c. Size culvert and compute H.W.
 - d. Using design cross sections, determine length of culvert.
 - e. For each culvert, show the Station, D.A., Q., H.W., Size and Length.
 - f. Determine location of new/existing culverts with special ditch locations
 - g. Draft culvert build notes
10. **Construction and Removal.** Development of Construction and Removal notes detailing construction and removal items not specifically identified elsewhere in this scope. NDOT CAD standards and construction/removal notes/tabs are to be used.
11. **Utility Coordination/Verification.** The Consultant will draft utilities on the plans that were not included in the preliminary plotting and for limited coordination with the utilities, to verify the location and type of utility. In addition, the Consultant will coordinate and schedule a Utilities meeting to identify and work through potential conflicts identified in the preliminary Plan-In-Hand plans and prepare NDOT Standard Utility contracts and

pole tab sheets. (LPA is responsible to coordinate utility agreement negotiations with utilities) as well as prepare call reports of all correspondence with contacted utilities. Consultant shall prepare a Utility Coordination Plan (for information only) which shows all existing utilities in color following the APWA Uniform Color Code. Special attention will be shown for all utilities in the footprint of the underpass where deep excavation is expected. This may include additional effort coordinating utility "pot holing" to identify utility depths.

12. **Construction Phasing/Detour Route/Temporary Roads.** The Consultant shall develop traffic phasing concepts to allow for reasonable access during construction for highway and local traffic that may include detours and staging of construction. The Consultant shall prepare a written description of the Construction Phasing, noting detour routes if applicable. This phasing plan shall be submitted at the time of the first submittal. Phasing plans will be developed providing vehicular and pedestrian access at all times with phased bridge construction. The phasing will include median crossover quantities and details. Temporary traffic control plans will be detailed to support one lane of traffic in each direction via the median crossovers.
13. **Erosion Control.** This task includes effort required to design and draft both temporary and permanent erosion control measures for the project. The consultant will submit the erosion control plans to the LAD of NDOT for review and concurrence by NDOT Roadside Stabilization Unit.
14. **Quantities/Estimates.** Develop and tabulate all the preliminary quantities. Computation sheets will be submitted with all Quantities to the RC and/or the LAD of NDOT for all submittals, including Pre/Post Plan-in-Hand and Final Plans, using NDOT standard bid items, NDOT Project Information sheet (NDOT Form 342), and NDOT quantities forms (NDOT Form 343 and NDOT Form 355). In addition to these submittals, opinion of probable cost will be updated and submitted yearly (**January 31**) throughout the preliminary engineering and final design phases. Estimate of probable cost will be prepared by the Consultant using recent bid tabulations and other available information.
15. **Typical Sections.** This includes design and drafting the typical cross sections and other details as needed for the project.
16. **Update Trail Layout.** Revise existing plan sheets detailing trail geometry, layout, and associated trail items to conform to NDOT standard letting items and sheet format.
17. **Update Landscape Architecture.** Revise existing plan sheets detailing plantings, vegetation, and hardscape to conform to NDOT standard letting items and format.
18. **E Sheets.** This task includes developing the wetland aerial plan sheets ("E" Sheets) from the ortho. This task will include effort to illustrate and label wetlands, restricted areas, channels, alignments, impacted areas, reference files, and other wetland features. This task includes effort to illustrate sensitive areas including, but are not

limited to, 4(f) properties, Section 106 sites, and T&E areas.

19. **Guardrail.** This task includes effort to analyze existing cable ~~potential~~ guardrail locations and design new guardrail at locations that do not meet current standards or are affected by other elements of the project. Guardrail will be designed to meet current NDOT standards unless justified by an accepted design as governed by the current Roadside Design Guide. It is anticipated that geometric improvements will be incorporated to remove the need for guardrail projects, such as flattening for slopes and placing retaining wall with fence at right-of-way line,
20. **Electrical.** This task includes the design and layout of ornamental lighting above and below the bridge deck. This includes the proposed column lighting on the bridge and proposed trail lighting directly under the bridge. Includes identifying the source of power, designing all circuits and wiring, conduits & junction boxes, and coordination with Omaha Public Power District (OPPD). All work will be in conformance with OPW lighting standards and applicable codes.
21. **Floodplain Permitting Identification.** This task includes the following:

Determine if the project will have construction occurring in a floodplain, whether crossing or parallel. The Consultant determines if the project crosses or occurs within a mapped floodplain, or in the case of parallel floodplains determines and quantifies the highway embankment work that will encroach into the area mapped as a floodplain.
22. **Floodplain Permit** if a Floodplain Permit is required, the Design Consultant will prepare a Floodplain Certification Package. The package is to include a memo describing the project and its impacts on the floodplain, a location map showing the boundary of the project, FIRMette maps with floodplains and structures identified and a certification form signed, sealed and dated by a professional engineer certifying compliance with floodplain and floodway regulations. A FIRMette is a legal to scale copy of a portion of a Flood Insurance Rate Map (FIRM). FIRMette can be printed in either letter legal or ledger size paper and found at the following website, <http://msc.fema.gov>. The LPA with assistance from the Consultant is to apply for the permit.
23. **Plan-In-Hand Report.** The Consultant will prepare and submit a draft Plan-in-Hand report within two (2) weeks of the meeting summarizing the findings and decisions made regarding the project design. The draft PIH report will be submitted and routed for review and comments. The consultant will address the comments (within 2 weeks) and submit the final PIH report.
24. **Working Day Calculations.** Working Days for construction activities will be calculated at the Plan in Hand plan stage and incorporated into the draft PIH report and updated at the Draft Final PS&E plan stage.
25. **Pavement Determination.** The Consultant shall provide complete documentation of the structural pavement design analysis used for the project. The pavement analysis must be a nationally recognized method, such as AASHTO, AIM, PCA, etc. The Pavement

Determination Data Sheet (supplied by NDOT) shall be completed by the Consultant and included as part of the documentation

Deliverables

- a) Meeting Minutes for all meetings to be summarized emailed to the Client, NDOT and applicable stakeholders within (2) days of meetings.
- b) Hydraulic Report and Data Sheet
- c) Deliverables for the Plan-in-Hand Phase include:
 - i) Preliminary Waterway Permit Data Sheet, NDOT Form 290
 - ii) Erosion Control Plan-in-Hand Checklist, Exhibit G of the NDOT Roadway Design Process Outline (DPO), if applicable
 - iii) FAA Form 7460-1 when applicable
 - iv) Plan-in-Hand Plans
 - v) Project Information Sheet, NDOT Form 342
 - vi) Project Quantity Sheet, NDOT Form 343E
 - vii) Draft Plan-in-Hand Report (pdf format)
 - viii) Plan-in-Hand plans with comments consolidated on one set
- d) Final Plan-in-Hand Report (pdf format)
- e) Plans/display showing project in relation to mapped floodplains/floodways, if applicable
- f) Opinion of Probable Construction Cost
- g) Construction and working day estimates
- h) Updated project description, project details, and purpose and need as necessary
- i) Pavement Determination
- j) Working Day Calculations
- k) Cost Estimates
- l) KMZ file at each plan submittal
- m) Utility Call Reports or equivalent documentation

Refer to last page of this Scope of Services for detailed list of required plan sheets at each phase of project.

Post Plan in Hand Plans

1. **Post Plan in Hand plans** incorporate review comments needing revisions identified during the plan in hand and serves as a mid-point check of the design.

2. **Post Plan in Hand Plan Submittal** the following plans with the limits of construction are to be submitted to the LAD PC at the completion of the functional design. Below is the order the plans are to be arranged in the plan set.

Draft PS&E Submittal Plan review

NOTE: upon receipt of the Draft PS&E Plans on projects NDOT has assumed the duties of the Responsible Charge (typically projects located outside of MAPA and LCLC) the NDOT's Right of Way Division will prepare the ROW Cost Estimate.

1. **Incorporate review comments** the Consultant will address and incorporate review comments from the Post Plan in Hand Plan review.

2. **Draft PS&E Submittal** the Consultant shall submit a draft PS&E package, to the Project Liaison and LAD PC for final review. The package will include the plan set and total project quantities.

The only revisions to the Draft PS&E plans would be modifications resulting from right of way negotiations, design modifications due to unknown utility conflicts or revisions requested by an affected railroad.

Final PS&E Submittal/Blue Line Corrections

1. **Final PS&E Submittal.** Upon incorporating review comments into the plan set and special provisions, the Consultant shall prepare and submit all drawings, special provisions, and an estimate of quantities to the LAD Project Coordinator for the final PS&E review. The completed PS&E plans to be submitted by the Consultant shall include the following:

- i. Electronic Plan Data for the Contractor:
- ii. Slope staking information at locations where grading is to be completed to flatten slopes, construct guardrail and mailbox turnouts, and construct new erosion control curb and flumes. The Consultant shall provide the State with samples of these items for approval of the formats and information. Final construction information to be submitted as directed by the NDOT Project Coordinator.
- iii. Subgrade and finish grade information for new construction (previously blue tops and paving grades).

2. **Address comments or questions** during PS&E Review this includes the effort of addressing any questions or comments that arise during the PS&E review. And making corrections per PS&E Comments (not to include errors or omissions), this includes corrections based on PS&E comments that make the plans biddable (bluelines).

3. **Electronic CADD files** after PS&E corrections, the Consultant shall upload all electronic CADD files to the State's FTP Site (ProjectWise). The following should also be included:

- a. Documentation File (metadata about the files provided, descriptions, etc.)
- b. CADD Files (*.DGN format)
 - 1) Alignment File(s), GPK file
 - 2) Roadway Design Feature File(s)
 - 3) ROW Feature File, if applicable
 - 4) Wetlands Feature File
 - 5) Topography Cross Sections (when available)
 - 1) Existing Ground

- 2) Proposed Finished Grade
- 3) Proposed Grading Surface
- c. Super-elevation Transition Diagrams
- 1) Super Diagram or Word Document

4. **Printing** this includes effort to print and resubmit any sheets that change based on PS&E comments (not to include errors or omissions).

5. **SWPPP** When required by the NPDES Construction Stormwater Permit, the Consultant shall provide a Stormwater Pollution Prevention Plan (SWPPP) for the project. The SWPPP must be developed using NDOT's SWPPP template that will be provided by the Roadside Stabilization Unit. The Roadside Stabilization Unit will complete a redline review of the SWPPP and Erosion Control Plans. The Consultant shall incorporate comments received from the Roadside Stabilization Unit prior to delivery of the final documents.

6. **Letting Task**

- a. Answering questions received from Contractors during Letting Phase
- b. Supplying Information to NDOT for preparing addendums (*will be supplemented with future contract if needed*)
- c. Shop drawing review/approvals (*will be supplemented with future contract if needed*)

DELIVERABLES FOR FINAL PLANS (PS&E) PHASE INCLUDE

- a. Revised Waterway Permit Data Sheet, NDOT Form 290
- b. Floodplain Certification Package
- c. Opinion of Probable Construction Cost
- d. Two full-size sets of Final Plan electronic files (one stamped/signed and one unstamped/unsigned both with preliminary stamp removed).
- e. Project Information Sheet, NDOT Form 342
- f. Project Quantity Sheet, NDOT Form 343E
- g. Summary of Quantity Sheets, NDOT Form 355
- h. Guardrail Summary, NDOT Form 195
- i. Summary of Quantities and Locations of Surfaced Driveways/Intersections
- j. Table of Drainage Summary Items, "Horse blankets"
- k. Length Sheet, NDOT Form 415
- l. PS&E Required Sheet, NDOT Form 280
- m. Grading Item Summary, NDOT Form 64E
- n. Special Provisions
- o. Standard Plan listing
- p. Special Plan listing
- q. Certification of Compliance, NDOT Form 366

- r. Floodplain Certification and Permit (If applicable)
- s. Construction and working day estimates

RIGHT-OF-WAY DESIGN SERVICES

Overview: The following tasks will be completed to establish the existing Right-of-Way and to design the proposed Right-of-Way. The LPA will provide title research, existing right-of-way base and legal descriptions.

Qualifications, Knowledge and Experience. The Services must be completed by, or under the direct supervision of a registered abstractor who is qualified and in good standing to complete the Services in Nebraska. Consultant must be knowledgeable and have substantial experience completing Services of this type.

Software, Equipment, and Submission Requirements. Title researcher will be responsible for providing all necessary equipment, supplies, materials, and software to complete the Services. The Certificate of Title reports shall be signed, converted to pdf format and submitted in readable electronic form. Supporting documents shall be submitted in pdf, jpeg or tiff format. All deliverables shall be submitted using the specified file naming convention.

Format of Right-of-Way plans The Consultant shall submit all Right-of-Way plans as half-size plans plotted at the appropriate scale. They must measure the standard 11"x17" paper that is used in any normal Xerox machine. The margins must measure as follows: left margin must be approx. 1-inch, right margin must be approx. 5/16 inch, and the top and bottom margins must be approx. 3/8 inch. The border used must be the one supplied with the ROW cell file. It measures approximately 15 5/8 inches x 10 3/8 inches when plotted at 1" = 200' scale. The scale of the ROW plan sheets will match the scale of the roadway plan sheets. Any materials submitted to the State by the Consultant must be on or equivalent to white bond. Any material, which does not produce an acceptable reproduction, will be returned to the Consultant for rectification. The Consultant shall follow the State's "CADD Drafting procedures and guidelines" in preparing the project plans. Sheets must be set up according to the State's procedures. File names must follow the State's CADD naming convention. Line weights, line styles, text size and leveling must follow the State's guidelines. The CADD files must conform to the following standards and conventions:

Graphic elements must be placed in accordance with the State MicroStation Right-of-Way element attributes standards. Working units must be:

- 1. Master Units = Ft
- 2. Sub Units = 1000 TH
- 3. Position Units = 1

File names must use State CADD naming convention.

Data Transfer It shall be the Consultant's responsibility to obtain the necessary software to translate to and from the specified format for all electronic files supplied by the State and for all electronic files prepared by the Consultant and supplied to the LPA/State. The State and the Consultant shall transfer all Graphic files in a MicroStation dgn. Format. A data sheet must accompany all electronic file submittals listing the file names and detailing the method of placement so the State will know how to restore the data in our system. All computer files shall be provided on either compact disk (CD) or loaded to State's FTP site unless otherwise specified. The State will provide instructions and password for FTP site with final contract documents.

- 1) **Existing Right-of-Way Base.** This task involves certified title research including 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. Title Searches to be completed by a certified abstractor. Ownership plans will be developed from this information and the ~~consultant~~ LPA will have this task completed prior to the plan-in-hand meeting.
- 2) **Proposed Right-of-Way.** The Consultant will determine the easements (temporary and permanent) and right-of-way required to construct the project. It is estimated that there will be up to ____1____ tracts associated with this project.
- 3) **Right-of-Way Plan Sheets.** The Consultant will prepare right-of-way plan sheets to include in the plan set. The sheets will include existing property lines and all proposed right-of-way ownerships, easements and takings will be tabulated and shown on the sheets. Tract Maps with all legal description will be provided by the Consultant.
- 4) **Title Research.** All title research services will be completed in compliance with the Uniform Relocation Assistance and Real Property Acquisition Act (the Uniform Act) and with the NDOT Right-of-Way Manual. The Services must be completed by, or under the direct supervision of a registered abstractor who is qualified and in good standing to complete the Services in Nebraska. ~~Consultant~~ LPA must be knowledgeable and have substantial experience completing Services of this type. The State will provide instructions and password for FTP site with final contract documents. ~~Consultant~~ LPA will be responsible for providing all necessary equipment, supplies, materials, and software to complete the Services. The Certificate of Title reports shall be signed, converted to pdf format, and submitted to State in readable electronic form. Supporting documents shall be submitted in pdf, jpeg, or tiff format. All deliverables shall be uploaded to an ftp site specified by State using State's file naming convention.

ROW Deliverables at the Post Plan in Hand Design Stage.

- a) The title researcher shall review the title research study area ("Study Area") and search the County real estate records to identify each separate parcel of land located within the Study Area. A separate parcel of land is all contiguous land owned by the same owner and held in the same title (e.g., sole owner, joint tenants, tenants in common, etc.).

- b) The title researcher shall provide a copy of the title-vesting document for the current owner of each parcel of land in the Study Area.
- c) The title researcher shall list all owners of record of the parcel within the preceding 5-years and include a copy of each additional instrument conveying title to each owner identified.
- d) Title researcher shall provide a Certificate of Title Report for each parcel within the study area. This Title Report shall be on the State's approved Certificate of Title Report form (or a preapproved form) to report such information. Each Title Report shall also include the following information:
 - i) The name of the current parcel owner(s) and how the title is held, exactly as shown on the title vesting document(s).
 - ii) The owner's mailing address as shown in the County Assessor or Treasurer's records.
 - iii) If the owner of record is known to be deceased, the Case Number of the Deceased's Probate along with the name(s) of court appointed Personal Representative(s) if available.
 - iv) Active Mortgages, Deeds of Trusts, and other financing documents, and any assignments of such documents.
 - v) Active liens, agreements, conditions, limitations, restrictions or covenants affecting title.
 - vi) Easements such as private water, sewer, ingress/egress (access), cell towers, flood, and irrigation or others that encumber or restrict the use of the land. Consultant should not provide easements for public utilities (water, sanitary sewer, power, gas, cable, telephone, and telegraph).
 - vii) All recorded leases except oil and gas leases.
 - viii) List the document recording information for each record listed in the title report to include the date of record and instrument number.
 - ix) The legal description for the subject parcel of land.
 - x) Comments the abstractor believes are necessary for a full understanding of the information reviewed for the parcel.
 - xi) Name, signature, and license number of abstractor and title effective date.
- e) Provide copies of all supporting documentation (deeds, easements, etc.) that are listed in the title report in an electronic format type using the document naming convention as specified. Consultant should not provide copies of the active mortgages, deeds of trust or assignments that are listed on the Title Report.
- f) If applicable, Consultant shall provide copies of subdivision plats and surveys of irregular tracts and tax lots with metes and bounds field notes.
- g) Provide copies of deeds, easements, dedications, plats, etc., for any property acquired by or conveyed to governmental entities.
- h) Provide copies of County Cadastral Maps in counties that do not have a GIS website.

Title Report and Supporting Document Naming Convention. For each parcel - two separate electronic files must be submitted as detailed below:

1. For each parcel - One electronic file containing the Title Report

2. For each parcel - One electronic file containing all supporting documents. This file should include all documents as specified under the above ROW Deliverables at the Post Plan in Hand Plan Stage.
3. For each electronic file - file names should be simple, easy, and logical. File names should include last name of private owner or first name of company.

Examples of File Names

Vesting Owner	Title Report File Name	Documents File Name
Joe Smith	Smith TR	Smith Documents
Lincoln Methodist Church	Methodist Church TR	Methodist Church Documents
MSD LLC	MSD TR	MSD Documents
Sam Jones and Doug Peters	Jones TR	Jones Documents
AJ Brown Auto Body	Brown TR	Brown Documents

The Consultant is to submit a geographically oriented base file in MicroStation *.dgn format showing the following information for the entire project. Files may be submitted in one file or in reference files, all necessary reference files need to be in the submittal.

- Surveyed Topography
- All construction items (feature file)
- Limits of construction.
- ROW Survey (section corners, lot corners, etc.)
- Ownership information (property lines, owner names, lot numbers, lot lines, tract numbers, etc.)
- ROW Design (new ROW, PE's and TE's)
- ROW patterning (if placed in the base file)
- Air photo if used

~~On Projects that NDOT is acquiring ROW, the consultant shall submit a kmz file.~~

Prepare, Right of Way Cost Estimate

Overview NDOT will prepare the ROW Cost Estimate on projects located outside of the Metropolitan Planning Organizations (MPO) of Metropolitan Area Planning Agency, Omaha (MAPA) and of Lincoln City Lancaster County (LCLC). If project is within an MPO, ROW Cost Estimate will be completed by the LPA as detailed below.

If an LPA in MAPA or LCLC elect to outsource preparation of the ROW Cost Estimate, they may do so provided the ROW Cost Estimate is prepared by a real estate

professional knowledgeable of land values in the area of the project and the ROW Cost Estimate is prepared using the following criteria.

ROW Cost Estimates should include an estimate of the current value of the takings, any damage costs, incidental costs (such as appraisal fees, negotiator fees, title fees, etc.), relocation expenses, possible condemnation costs, and demolition fees, (ROW Cost Estimate form PA-4).

The following items are required in the estimate:

1. *Land Value* - The land value for all fee takings and easements shall be calculated on a square foot cost basis in urban areas and by the acre in rural areas. Each tract shall be evaluated as to zoning and type of use, such as business, residential, and public use. Not all tracts will be valued at the same square foot price.
2. *Damage Costs* - Damage costs must be determined for each tract. These will include cost to cure items and damages to the remainder of the property.
3. *Relocation Costs* - Any residential properties or businesses that will be acquired, as part of the project needs to be included in the ROW Estimate. The estimated value of the home or business and the additional relocation costs (relocation payments to the owner, tenant, and Consultant fees) for each tract will be identified on the Estimate as Relocation Costs.
4. *Administrative Costs and Incidental Expenses* – These costs will include the fees for the Appraisal, Appraisal Review, and Consultant negotiation fees. An incidental cost should be included for each tract on the project if the LPA is hiring ROW Consultants.
5. *Demolition Contracts* - should also include any costs associated with hazardous materials removal.
6. *Advertising Sign Cost* if applicable
7. *Condemnation Costs/Administrative Settlements* - indicate the anticipated percent of parcels affected by either condemnation costs or administrative settlements.

The ROW Cost Estimate includes the cost to research and acquire the right-of-way for the project, including easements. It includes the right-of-way costs for storm water management, wetland mitigation, and other work outside of the roadway prism. Contractual obligations with property owners to relocate fencing, reconstruct gates, relocate sprinkler systems, etc. are a ROW cost and are not to be a construction item.

The cost to repair sprinkler systems on public right-of-way is ineligible for federal participation. However, Local Public Agency policies may provide local funding to repair underground sprinkler systems located in the public ROW and damaged by a public project.

The cost to repair sprinkler systems on public property is ineligible for federal participation. However, Local Public Agency policies may provide for local funding to repair underground sprinkler systems located in the public ROW and damaged by a

public project. The ROW Cost Estimate is to note if local funding is available and the estimated cost of repair of the system in the public right of way.

If the extent of the right-of-way acquisition is not known, then a contingency should be added based upon historical settlements and awards for condemnation cases, which must include costs for attorneys, engineering research, witness research, survey, and staff time. The right-of-way acquisition schedule needs to be considered. Right-of-way acquisition costs will increase quickly in rapidly developing areas. Costs must include relocation assistance and benefits for displaced individuals, families, businesses, governments, and nonprofit organizations. Special acquisitions, such as those from government sites can be time consuming and costly. The LPA recognizes right-of-way estimates are dependent upon the accuracy and reliability of information concerning the locations of the right-of-way limits on a project. A small change in the locations of the right-of-way line, or a change in access control or drainage retentions placement, particularly in commercial areas, can affect the right-of-way cost estimate by millions of dollars because of required damage payments such as severance or business damages.

It is anticipated a ROW Cost Estimated is needed for _____ tracts.

Deliverables: ROW Cost Estimate form PA-4.

Bridge Design Services

Description

This scope provides for engineering services to provide {ex. Bridge Design Data Sheets and TS & L's, Final Bridge Design, Final Bridge Plans, Bridge Load Rating, and Construction Services for _____ and _____ Number TBD _____}.

State to:

1. Provide the latest copy of Bridge Office Policies and Procedures Manual. (BOPP Manual) (Available on NDOT website)
2. Provide MicroStation *.dgn. Format bridge design files, including base sheets, current design standards, libraries, etc. (Available on NDOT website)

Applicable Publications

The Consultant shall follow the criteria of the current applicable publications of the American Association of State Highway and Transportation Officials and design criteria furnished by the State. These publications and others which the Consultant shall use in this work are:

1. AASHTO LRFD Bridge Design Specifications (Ninth Edition)
2. Nebraska Minimum Design Standards, Board of Public Roads Classifications and Standards 2016 (or latest edition).
3. Nebraska Department of Transportation Standard Specifications for Highway Construction, 2017 (or latest edition)
4. Nebraska Department of Transportation Bridge Office Policies and Procedures Manual. (BOPP Manual)

Project Plans Formant, Convention and CADD

All full-sized plan sheets must be 24" x 36". The margin on the right will be ½", the margin on the top and bottom will be 1" and the margin on the left side (binding edge) will measure 2". The border will measure 22" x 33 1/2". Any materials submitted to the State by the Consultant must be on or equivalent to white bond. Any material which does not produce an acceptable reproduction will be returned to the Consultant for rectification.

The CADD files must also conform to the following standards conventions:

- Graphic elements must be placed according to NDOT-Bridge level conventions as described in the README DGN file.
- Working units must be:
- Master Units = Survey Feet, Label: '
- Sub Units = inches, Label: "
- Resolution = 1000 per distance survey foot
- File names must use NDOT-Bridge CADD naming convention as described in the Bridge Office Policies and Procedures Manual.

Data Transfer

The Consultant shall create and transfer all plan files to the State in MicroStation *dgn. Format. It is the Consultant's responsibility to obtain the MicroStation *dgn. Format software.

The MicroStation *dgn. Format software files shall be transferred to the State via NDOT's FTP site.

1. Bridge Design Data Sheets and Bridge Type, Size and Location Plans (TS&L) for Hydraulic Structures

The Consultant shall prepare a Bridge Design Data Sheet and Type, Size, and Location plans (TS&L) for concrete and steel superstructure alternates (if applicable) for the structures listed below:

_____ TBD (New Bridge) _____

The Consultant shall prepare a general description/layout of the proposed bridges on each TS&L plan. This information shall include, but is not necessarily limited to the following:

- 1) Sectional Elevation View of Bridge
 - a. Span arrangement
 - b. Locations of substructure elements
 - c. Existing and/or design profiles of ground, roadways, railroads, etc. below and adjacent to bridge (where applicable).
 - d. Low girder/slab elevations
 - e. Grade elevations of bridge and other critical elevations
 - f. Top of pier footing elevations
 - g. Bottom of sheet pile or abutment wall elevation

- h. Bottom of pile bent encasement elevation
- i. H.W. Elevation (Q100)
- 2) General Plan View of Bridge
 - a. Span arrangement
 - b. Locations of substructure elements
 - c. Location of existing bridge
- 3) Typical Cross Section of Bridge Roadway/Superstructure
 - a. Girder type designation
 - b. Girder spacing
 - c. Clear roadway width of bridge
 - d. Phasing (if any)

Show all hydraulic information as shown in the hydraulic data sheet. Also, show elevation and plan view of riprap layout, channel shaping and channel transition back to the natural channel, to scale. Show ordinary high water (OHW) elevation. Existing Profiles, New Grade Profile Sketch, Structure Location Note The title block along the right side of the sheet shall include the information specified in Section 2.1.3 of the Bridge Office Policies and Procedures Manual. The Bridge Design Data Sheet shall be done in accordance with the Bridge Office Policies and Procedures Manual. The Consultant retains electronic TS&L plot data for reproduction if necessary.

2. Final Bridge Design

The Consultant shall prepare final bridge design plans for the structure(s) as described in this Scope of Services, and as detailed in the bridge design data sheets approved by the State. Because the bridges in this Scope of Services may be different types, some of the items in this section and the following section may not apply for each structure.

- 1) The Consultant shall compute quantities according to the standard bid items in the Standard Specifications.
- 2) The Consultant shall prepare a list of all current standard special provisions that pertain to this project. In addition, the Consultant shall prepare special provisions for any bid item not in accordance with the Standard Specifications.
- 3) If any proprietary items are specified in the final design plans, the Consultant shall list at least three manufacturers in the plans and special provisions, or a general specification eliminating any reference to proprietary names. In addition, the Consultant shall provide to the State any technical brochures pertaining to the proposed products.
- 4) *75% Bridge Plan Submittal.* The Consultant shall submit to the LAD PC PDF plans via **the State's FTP site** for the 75% review when the initial design and detailing is completed, but prior to the checking. To avoid delays in the design, during this period of preliminary review, the Consultant may proceed with the bridge design check.
- 5) *90% Bridge Plan Submittal.* The Consultant shall submit to the LAD PC PDF plans via the **State's FTP site** for the 90% review when the design and detail check is complete, and a draft copy of the special provisions.
- 6) *100% Final Bridge Plan Submittal.* The Consultant shall submit final drawings and final special provisions when all final corrections and quantity calculations

are completed. The consultant shall submit one complete set of design calculations and one complete set of check calculations, including copies of any computer output used in the design and check calculations. Also, to be submitted, is one complete set of quantity calculations and one complete set of quantity check calculations (including copies of any applicable computer output). All design/check calculations and all quantity/check calculations, the Word files for the special provisions, and a PDF of the final bridge plans shall be submitted via LAD PC.

- 7) The Consultant shall do the design check calculations and check quantity calculations independent from the original design calculations and original quantity calculations. All check calculations are to be performed by a person of equal professional status as the one who performed the original calculations.
- 8) The Consultant shall show the names of the individuals preparing and checking the work, along with the date on each sheet of the original design, design check calculations, and quantity calculations and check quantity calculations. The Consultant shall make sure that all calculations are properly indexed, arranged in a logical and orderly manner.
- 9) The Consultant shall provide shim data (deflections due to slab and curb/rail weight).
- 10) The Consultant shall design the bridge conforming to the conceptual design that includes aesthetics.
 - a. Planting basins separating the traffic lanes and pedestrian pathway shall be designed. The basin walls facing traffic shall meet AASHTO requirements for impact safety to the driver. The basin shall be self draining. Conduit is to be designed into the basins for electrical units.
 - b. The bridge shall be designed to include lighting. All electrical conduit and junction boxes shall be designed and incorporated into the bridge plans. Electrical conduit shall be positioned for underdeck lighting and for service to above deck lighting in accordance with the conceptual design.
 - c. The above deck lighting shall be vertical pillars located on the bridge deck between the traffic and pedestrians. The pillars are to be designed meeting all AASHTO safety requirements, meet the geometric confines of the aesthetic concept, and be serviceable for future maintenance.
- 11) Retaining walls are required for the bridge approach sections. These retaining walls are assumed to be constructed utilizing a soil nail or tied wall construction method. The consultant shall layout the retaining wall geometric requirements and specifications.
- 12) Secondary retaining walls along the pedestrian underpass trail shall be detailed in the bridge plans. These walls abut the bridge structure and provide secondary support at the toe of the approach fill.

3. Final Bridge Plans

Requirements for bridge design plans:

- 1) The Consultant shall prepare final bridge design plans on sheets in accordance with the format described in this Scope of Services.

- 2) The Consultant shall provide a title block along the right side of each sheet that is in conformance with the "Bridge Office Policies and Procedures Manual".
- 3) The Consultant shall draft all structural details at a scale which will clearly show all details, notes, and lettering when the plans are reduced to half size.
- 4) The Consultant shall put the seal and signature of a registered professional engineer licensed to practice in the State of Nebraska on all sheets of the final design plans.

4. Load Rating Services

Load Rating Services shall include the following:

1. Provide bridge rating using BrR software. A Load Rating Summary Sheet (BR Form 465, current version; form available on NDOT website) and the load rating calculations shall be provided for the bridge.
2. The load rating shall include analysis for the Special Haul Vehicles SU4, SU5, SU6 and SU7 Trucks shown in the latest version of the Manual for Bridge Evaluation. NDOT Rating Trucks shall also be included in the load rating analysis.

The load rating shall be performed in accordance with NDOT's Bridge Inspection Program Manual. The consultant should utilize the Load Rating Report checklist in this manual when completing the load rating.

5. Girder Shim Calculations *(will be handled as a supplement to this contract)*

- 1) The Engineer shall provide to the Consultant the height of instrument elevation and the rod readings taken on top of the girders at the points designated by the Consultant.
- 2) The Consultant shall calculate the girder shims of each point and provide the results to the Engineer.
- 3) The Consultant shall recommend any needed adjustments to the grade, shear connector embedment, etc. to provide for proper girder shims.

NOTE: The State may make suggestions or comments and will attempt to return the plans within approximately two weeks after receiving the plans from the Consultant for the above bridge plan submittals.

Environmental Services and Coordination

Environmental coordination requires the Design Consultant to work with the NEPA Consultant to ensure environmental commitments are met. The RC is responsible for coordinating these efforts.

- 1) **Review of NEPA documents and commitments.** The Design Consultant shall review the NEPA Documents for any commitments made that must be addressed during the design.

- 2) **NEPA exhibits.** The Design Consultant will provide the NDOT with exhibits as needed for the development of Public Involvement.
- 3) **Preliminary Waterway Permit Data Sheet.** The Design Consultant will complete form NDOT-290 for the project.
- 4) **Wetlands Impacts.** The Design Consultant will provide limits of construction to the Environmental Consultant for calculation of impacts to wetland areas delineated. This information shall be provided in the final plans on the E Sheet.
- 5) **Permits.** The Design Consultant shall prepare and submit on behalf of the LPA the following permits, certifications, and forms. The Consultant shall copy the RC (NDOT) on all applications submitted.
 - a. Floodplain Permit (Design Consultant)
 - b. Wetland Impact calculations form NDOT 290 Waterway Permit Data
 - c. The need or potential need for a FAA Form 7460-1 should be noted in the plan-in-hand report and added as a special provision in the PS&E package by the design consultant.

PUBLIC INVOLVEMENT

The Consultant) shall serve as the agent for the Client, representing the Client in all matters related to public involvement services for this project, with the exception of *(list any tasks to be conducted by the Client or others)*:

1. Civil Rights Analysis
2. Preparation of a distribution list of stakeholders and contiguous property owners
3. Preparation and dissemination of a press release in regard to public involvement
4. Ordering and posting temporary public meeting highway signs (if needed)

It is anticipated that the project will require the following major tasks *(include the following, as appropriate)*:

1. Public Information Meeting (PIM)

APPLICABLE PUBLICATIONS:

Work shall be done in accordance with the most current version of the following materials. The most current versions of the NDOT materials can be obtained from the NDOT website.

NDOT Public Involvement Procedure

<http://dot.nebraska.gov/media/3964/ndor-public-involvement-procedure.pdf>

CLIENT SHALL PROVIDE:

1. If applicable, cover any costs associated with securing or using meeting venue(s)
2. Distribution list of stakeholders and contiguous property owners
3. Press Release to be sent two weeks prior to public information meeting (optional)
4. Temporary signage to be installed 15 days prior to public information meeting (if needed)
5. Templates for standard reports, legal notices, handouts, comment response letters, etc., for materials being developed for Client

CONSULTANT SHALL PROVIDE THE FOLLOWING SERVICES:

Consultant will work with the Client to develop a Public Involvement Plan to address public notification, develop a database of project stakeholders and plan for the PIM, one-on-one meetings, or agency meetings that might be necessary. Consultant will assist the Client in conducting a Public Information Meeting (PIM) including setup, facilitation and teardown. Consultant will:

1. **Identify Venue** and arrange for booking. Provide a meeting venue floor plan including identification of ADA compliant access routes, location of display and presentation materials, and seating arrangement, if applicable;
2. **Prepare a Legal Notice** of meeting to include project location, purpose and need, planned construction, state if additional right of way or easements will be needed to construction the project, additional impacts and construction schedule
3. **Public Notice Publication**, verify local newspaper distribution schedule and critical dates and submittal information related to legal advertisements. **Client** will place advertising for the public notice in one local (Nebraska Press Association (NPA) certified paper at least 15 days prior to event with two affidavits of publication.
4. **Postal Outreach**, Prepare and distribute invitations to property owners directly adjacent to the project and other project stakeholders from a list provided by the Client, anticipate 12 invitations sent through the U.S. Postal Service.
5. **4f Informational Poster**, 2 posters showing publicly owned park and recreation areas that are open to the general public, publicly owned wildlife and waterfowl refuges, and public or privately owned historic sites. The term historic sites include prehistoric and historic districts, sites, buildings, structures or objects listed in, or eligible for, the National Register of Historic Places, if applicable;
6. **Prepare aerials** with proposed alternatives and potential impacts;
7. **Posters**, anticipate 2 other informational posters, note types of posters.

8. **Develop Advertising** for public meetings assisting LPS update information on City ~~___ radio ads, ___~~ website.
9. **Provided Translators** for public information meeting and for public meeting anticipate 0 documents (if needed).
10. **Prepare a Fact Sheet** suitable for a mailer or handout at the PIM; The Fact Sheet will be similar to the legal notice and include the project location, purpose and need, scope of work, traffic volumes, construction schedule, accommodations of traffic, ROW, potential impacts, additional costs, location map/detour map and appropriate logos (FHWA, NDOT, Client's logo, Preliminary Plan Stamp – NO consultant logos / branding);
11. **Prepare for and Attend the Public Meeting** meet approximately 15 minutes before the actual public meeting for the project team to review key facts/information and to go over any potential issues and to provide suggestions on how to approach questions and/or conflicts.
12. **Prepare a matrix** summarizing general comments and concerns from the public meeting and written comments. The client will identify those comments which warrant a response. The Consultant will prepare 1 draft responses and revise them as needed based on the Clients review comments. The approved responses will be mailed by U.S. Postal Service. The Consultant is to anticipate responses.
13. **Summary Memo**, the Summary Memo is summary of what done to involve and inform the public of the proposed improvements and to solicit the public's comments and concerns.
14. **Public Involvement Report**, (which will include a summary of the outreach performed [tools used, information about the distribution list, legal notice publication dates, specified comment period date, etc.], a table of summarized comment/responses, and attachments that consist of what the public received in their project information packet, the comments received, and the final signed responses to the comments. The public involvement report/summary memo and attachments shall be attached to the CE. [Additional deliverables shall be inserted for various levels of public outreach.]
15. **Public Information Packet**. Consultant will assist the Client in the development of a Public Information Packet, as described by NDOT's PI Reports outline. Consultant will:
- Prepare Cover Letter
 - Develop Comment Form
 - Include the **Legal Notice**

- Include the **Fact Sheet** in the packet

16. Packet Distribution. Consultant will coordinate the mailing of the Public Information Packet, using a distribution list provided by the Client. The **Client** will coordinate hand delivery of packets to the businesses and property owners adjacent to the project

17. MEETINGS

Meetings anticipate;

___6_ Project status meeting(s)

___1_ Public meeting

___1_ Comment review meeting(s)

___2_ One on one meeting(s)

___2_ Agency meeting(s)

Other. (Additional project specific tasks may be added here).

DIRECT COST ITEMS

- Venue;
- Nametags, Sign-In Sheets, comment forms.
- Informational posters

DELIVERABLES:

1. Project Schedule
2. Monthly Invoices and Progress Reports
3. Meeting Minutes
4. Public Information Meeting Documents and Maps
5. Public Involvement Summary Memo of entire public involvement process, public comments and responses to written comments
6. Public Involvement Report
7. Stakeholder letters addressing Comments

WATERLINE/SANITARY SEWER RELOCATION/RECONSTRUCTION

The Consultant shall identify existing water mains or sanitary sewers that are in conflict with project improvements. Project improvements are to be designed around existing water mains and sanitary sewer lines; however, in some situations relocating the water main or sanitary line will produce an improved engineering design. Engineering judgment shall be used to determine when to relocate a public utility. This task involves minor reconstruction or relocation involving a public utility due to a roadway improvement and not a project initiated by the utility. Sometimes it is beneficial for municipalities (LPAs) to upgrade existing facilities concurrently with a transportation construction project. Federal aid Highway Transportation funds may not be used for

betterments to water or wastewater systems. Only portions of the system directly impacted by improvements to the roadway may receive Federal-aid Highway Transportation funds. The pay items for improvements to the water and wastewater systems will need to be separated out from the pay items for which Federal participation is allowed.

Consultant shall investigate the condition of the existing sanitary lines passing under 84th Street near the south end of the proposed retaining wall and embankment. A technical memo will be developed documenting the pipe condition and any potential impacts the construction may have on the existing pipes. Any effort for potential reconstruction or relocation will be handled through a supplemental agreement.

Geotechnical

Geotechnical Investigations Consultant will provide geotechnical investigations of the subgrade on areas to be surfaced; roadways, parking lots, trails with borings every 500 feet unless otherwise directed by the engineer and prepare the pavement determination.

1. Data Research

Based upon current site topography, the site grading is expected to be ~~minor~~-major, with cuts and fills sloped at 3H:1V or ~~flatter~~-steeper. Soil retaining walls are expected to be necessary due to roadway widening within a confined right of way. Borings will be taken, expect _11 additional_____ soil ~~test(s)~~ with borings for the project. The fee associated with these borings assumes the project site is a busy multi lane street for 6 borings that is easily accessible for truck-mounted drilling equipment but dangerous due to high levels of traffic, and and the other five borings will require rights of access ~~can~~ to be obtained from adjacent owners near the toe of the existing street embankment. These test borings will be in accordance with schedules located in the most recent NDOT Geotechnical Policy and Procedures Manual. The field exploration program consists of the following:

Number of Borings	Boring Depth (feet)	Planned Location
B-4	100 + 10' Rock Core	Bridge, Additional data required
B-5	120 + 10' Rock Core	Bridge, Additional data required
B-6	15	Roadway, north end taper
B-7	40	Roadway, slope stability, wall design
B-8	25	Roadway, slope stability, wall design
B-9	30	Slope Toe, slope stability, wall design
B-10	50	Slope Toe, slope stability, wall design
B-11	45	Slope Toe, slope stability, wall design
B-12	30	Slope Toe, slope stability, wall design
B-13	45	Roadway, slope stability, wall design
B-14	15	Roadway, south end taper

2. Geotechnical Report

The Consultant shall prepare and submit a geotechnical report to the LAD PC for routing and for review.

- i) The geotechnical engineering report shall include, as applicable, the following field and laboratory information:
 - (1) Discussion of geotechnical analysis
 - (2) Geotechnical recommendations
 - (a) for use in designing retaining walls, bridges, slopes, embankments, and pavements for the project
 - (3) Boring Logs
 - (4) Density and moisture content of undisturbed samples
 - (5) Unconfined compressive test, triaxial test, ~~direct shear test~~, and consolidation test reports
 - (6) Soil classification data
 - (7) Other information as requested by NDOT
 - (8) Settlement impacts to utilities near all proposed embankment work

Schedule

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.

Notice to Proceed for PE	TBD
Submit Plan in Hand Plans with LOC's and existing ROW	10/05/2023
Start NEPA (Consultant)	07/01/2023
Submit Post Plan in Hand Plans	11/05/2023
Complete NEPA (Consultant)	11/01/2024
Submit Draft PS&E plans	11/29/2024
PS&E Turn in	04/16/2025
Let Project	08/28/2025

Nebraska Department of Transportation - Local Assistance
Division Plans Assembly (Current as of July 2021)

Sheet Number & Order	Plan Sheet (As Required)	Created By	Sheet Description <small>*See NDOT Roadway Design Manual</small>	Sheets Required for Plan Sets				
				PEH	Functional	Prelim PS&E	PS&E	
A	Title Sheet	Consultant/PDU	See Section 4.A	X	X	X	X	
B	Typical Cross-Sections	Consultant	See Section 4.B	X	X	X	X	
C	Summary of Quantities	PDU	See Section 4.C					X
D_	Summary of Soil and Materials Survey Information	Consultant	See Section 4.D					X
E_	Environmental or Aerial Sheets Including Wetlands (when applicable)	Consultant	See Section 4.E	X	X	X	X	
F	Horizontal Alignment and Control Points	Consultant	See Section 4.F	X	X	X	X	
G	General Information Sheets	Consultant	See Section 4.G	X	X	X	X	
H_	Phasing Plans	Consultant	See Section 4.H	X	X	X	X	
J1 Thru J_	Large Scale Plans:	Consultant	See Section 4.I					
J_	Geometrics and Grades	Consultant	See Section 4.I	X	X	X	X	
J_	Drainage	Consultant	See Section 4.I	X	X	X	X	
J_	Construction & Removal (on separate sheets if necessary)	Consultant	See Section 4.I	X	X	X	X	
J_	Erosion & Sediment Control w/ Wetland Areas	Consultant	See Section 4.I	X	X	X	X	
K_	Utility Rehabilitation (project by project basis)	Consultant	See Section 4.J					
L	Plan and Profile or Plan Over Plan Sheets	Consultant	See Section 4.K	X	X	X	X	
M1	Traffic Control Plans	Consultant	See Section 4.L		X	X	X	
M_	Temporary Pavement Marking Plan	Consultant	See Section 4.L			X	X	
M	Signing Plans	Consultant	See Section 4.L			X	X	
N_	Roadway Lighting Plans	Consultant	See Section 4.M	X	X	X	X	
O_	Intelligent Transportation Project Plans	Consultant/	See Section 4.N and Chapter Fourteen: Traffic, Section 5					X
P_	Landscaping	Consultant	See Section 4.O			X	X	
Q_	Earthwork Data Sheets	Consultant	See Section 4.P		X	X	X	
R	Drainage Structure Cross-Section Sheets	Consultant	See Section 4.Q	X	X	X	X	
S_	Bridge Plans (Bridge, Approach Slab, Paving Section)	Consultant	See Section 4.R	X	X	X	X	
T_	Special Plans from Bridge (CBC, etc.)	Consultant	See Section 2.C			X	X	
U_	Special Plans from Roadway (Area Inlets, Guardrail etc.)	Consultant/ PDU	See Sections 2.B & 2.C			X	X	
V	Other Plans as Needed		See Section 2.C					
W1 Thru W_	Right-of-Way Plans	Consultant	See Sect. 4.S and Chap. Fifteen: <u>Right-of-Way</u>					
	Ownership	Consultant	Chap. Fifteen, Sect. 2.B	X	X			
	Appraisal	Consultant	Chap. Fifteen, Sect. 2.D		X	X		
	PS&E Turn-In	Consultant	Chap. Fifteen, Sect. 2.F					X
X1 Thru X_	Roadway Cross-Sections	Consultant	See Section 4.P	X	X	X	X	
Std. Plans	Standard Plans	Consultant PDU	See Section 2.A					X

Staffing Plan (CPFF)

Preliminary & Final Design

Project Name:

84th St. Trail, Giles to Harrison, La Vista

Consultant:

Design Workshop

Consultant PM:

Robb Berg, 720-907-9360, rberg@designworkshop.com

LPA RC:

Pat Dowse, 402-331-8927, pdowse@cityoflavista.org

NDOT PC:

Example: Jane Smith, 402-479-0001, jane.smith@nebraska.gov

Date:

Project Number:

DPS-77(67)

Control Number:

22885

NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

#	Code	Classification	#	Code	Classification
1	PR	Principal	6	ENV	Environmental Scientist
2	PM	Project Manager	7	RLS	Registered Land Surveyor
3	PLA	Project Landscape Architect	8	SPC	Survey Party Chief
4	ENG	Engineer	9	SUR	Surveyor I
5	SDES	Sr. Designer/Technician	10	ADM	Administrative

Overhead Rate ^[1]
198.74%
Fee for Profit Rate ^[2]
14.30%
FCCM (if applicable)
0.30%

Blended Rates Table

Template: T-WB-B-2 LPA PE (rev 10-23-2019) CPFF

Employee Name	Job Title & Certifications ^[3]	Current Actual Salary Rate/Hr ^[4]	% Assigned
Principal			
<div>Robb Berg</div>	<div>Principal, Landscape Architect</div>	<div>\$120.19</div>	<div>100%</div>
	Blended Rate:	\$120.19	
Project Manager			
<div>Kim Case</div>	<div>Associate, Landscape Architect</div>	<div>\$38.46</div>	<div>100%</div>
	Blended Rate:	\$38.46	
Project Landscape Architect			
<div>Samata Gyawali</div>	<div>Landscape Designer</div>	<div>\$29.81</div>	<div>80%</div>
<div>Kelsey Jones</div>	<div>Landscape Designer</div>	<div>\$29.81</div>	<div>20%</div>
	Blended Rate:	\$29.81	
Engineer			
	Blended Rate:		
Sr. Designer/Technician			
	Blended Rate:		
Environmental Scientist			
	Blended Rate:		
Registered Land Surveyor			
	Blended Rate:		
Survey Party Chief			
	Blended Rate:		
Surveyor I			
	Blended Rate:		
Administrative			
	Blended Rate:		

Consultant's Estimate of Hours

Preliminary & Final Design

Project Name: 84th St. Trail, Giles to Harrison, La Vista

Consultant: Design Workshop

Consultant PM: Robb Berg, 720-907-9360, rberg@designworkshop.com

NDOT PC:

Date:

Project Number: DPS-77(67)

Control Number: 22885

TASKS	PERSONNEL CLASSIFICATIONS										
	PR	PM	PLA	ENG	SDES	ENV	RLS	SPC	SUR	ADM	Total
I. Project Management	36	144	40								220
1. Project Management	12	100									112
2. Project Description / Purpose and Need / Project Details		12	16								28
3. Quality Assurance / Quality Control	24	32	24								80
II. Meetings	4	32	40								76
1. Plan-In-Hand Meeting	2	8	16								26
2. LPA/NDOT Coordination Meetings		12	12								24
3. Meetings with Utilities		4	4								8
4. Public Information Meetings	2	8	8								18
III. Survey											
1. Update Field Survey											
2. Digital Terrain Model											
3. Base Map Preparation											
4. Horizontal and Vertical Control											
5. Section / Property Corners											
6. Existing Utilities											
7. Note Reduction / Preliminary Plotting											
8. PIH Staking the Right of Way											
IV. Final Roadway Design (PIH)	10	40	120								170
1. Data Collection and Review											
2. Roadway Horizontal Alignment											
3. Roadway Vertical Alignment											
4. Template Roadway Cross sections											
5. Limits of Construction											
6. Earthwork											
7. Roadway Geometric Design											
8. Storm Sewer and Drainage											
9. Roadway and Driveway Culverts											
10. Construction and Removal											
11. Utility Coordination/Verification											
12. Construction Phasing/Detour Route/Temp Roads											
13. Erosion Control											
14. Quantities/Estimates											
15. Typical Sections											
16. Update Trail Layout	2	20	60								82
17. Update Landscape Architecture	8	20	60								88
18. E Sheets											
19. Guardrail											
20. Electrical											
21. Floodplain Permitting Identification											
22. Floodplain Permit											
23. Plan-In-Hand Report											
24. Working Day Calculations											
25. Pavement Determination											
V. Post Plan in Hand Plans		4	24								28
1. Post Plan in Hand Plans		2	16								18
2. Plan Submittal		2	8								10
VI. Draft PS&E Plan Review											

TASKS	PERSONNEL CLASSIFICATIONS										
	PR	PM	PLA	ENG	SDES	ENV	RLS	SPC	SUR	ADM	Total
1. Incorporate comments											
2. Draft PS&E Plan Submittal											
VII. Final PS&E Submittal/Blue Line Corrections											
1. Final PS&E Submittal											
2. Address comments or questions											
3. Electronic CADD files											
4. Printing											
5. SWPPP											
6. Letting Task											
VIII. Right of Way Design											
1. Existing Right-of-Way Base											
2. Proposed Right-of-Way											
3. Right-of-Way Plan Sheets											
4. Title Research											
IX. Bridge Design Services											
1. Design Data Sheets and TS&L											
2. Final Bridge Design											
3. Final Bridge Plans											
4. Load Rating Services											
5. Review Shop Drawings											
6. Construction Consultation											
7. Girder Shim Calculations											
X. Environmental Coordination											
1. Review of NEPA documents and commitments											
2. NEPA exhibits											
3. Preliminary Waterway Permit Data Sheet											
4. Wetlands Impacts											
5. Permits											
XI. Public Involvement	1	6	4								11
1. Public Information Meetings	1	6	4								11
XII. Water & SS Reconst / Geotechnical											
1. Waterline/Sanitary Sewer Relocation/Reconstruction											
2. Geotechnical - Data Research											
3. Geotechnical Report											
Total Days	6.38	28.3	28.5								63
Total Hours	51	226	228								505.0

Direct Expenses

Preliminary & Final Design

Project Name:

84th St. Trail, Giles to Harrison, La Vista

Project Number:

DPS-77(67)

Consultant:

Design Workshop

Control Number:

22885

Date:

Subconsultants:			Amount
The Schemmer Associates, Inc.			\$492,540.25
Subtotal			\$492,540.25
Printing and Reproduction:	Qty	Unit Cost	Amount
Subtotal			
Mileage/Travel:	Qty	Unit Cost	Amount
Mileage/Travel:		\$0.655	
Meetings/Site Visits	4	\$450.000	\$1,800.00
Subtotal			\$1,800.00
Lodging/Meals:	Qty	Unit Cost	Amount
Motel - Standard Rate \$96+tax		\$113.00	
Motel - Omaha/Douglas Co. \$110+tax	8	\$126.00	\$1,008.00
Meals & Incidentals (GSA Standard Rate, full days)	8	\$55.00	\$440.00
Meals & Incidentals (GSA Standard Rate, first and last days)		\$41.25	
Meals & Incidentals (GSA Std Rate, full days, Omaha/Douglas Co.)		\$61.00	
Subtotal			\$1,448.00
Other Miscellaneous Costs:	Qty	Unit Cost	Amount
Subtotal			
TOTAL DIRECT EXPENSES			\$495,788.25

Notes & Assumptions

Preliminary & Final Design

Project Name: 84th St. Trail, Giles to Harrison, La Vista

Project Number: DPS-77(67)

Consultant: Design Workshop

Control Number: 22885

Date: _____

Notes & Assumptions

Project Cost & Breakdown

Preliminary & Final Design

Project Name:

84th St. Trail, Giles to Harrison, La Vista

Consultant:

Design Workshop

Consultant PM:

Robb Berg, 720-907-9360, rberg@designworkshop.com

NDOT PC:

Date:

Project Number:

DPS-77(67)

Control Number:

22885

DIRECT LABOR COSTS			
Classification	Hours	Rate	Amount
Principal	51	\$120.19	\$6,129.69
Project Manager	226	\$38.46	\$8,691.96
Project Landscape Architect	228	\$29.81	\$6,796.68
Engineer			
Sr. Designer/Technician			
Environmental Scientist			
Registered Land Surveyor			
Survey Party Chief			
Surveyor I			
Administrative			
505		Subtotal	\$21,618.33

DIRECT EXPENSES	Amount
Subconsultants:	\$492,540.25
Printing And Reproduction:	
Mileage/Travel:	\$1,800.00
Lodging/Meals:	\$1,448.00
Other Miscellaneous Costs:	
Subtotal	\$495,788.25

TOTAL PROJECT COSTS		Amount
Direct Labor Costs		\$21,618.33
Labor Cost Escalation Factor for Multi-year Projects (if allowed): Y 2.0 years @ 5.0% / year = 2.50%		\$540.46
Overhead @ 198.74%		\$44,038.38
Facility Capital Cost of Money (FCCM) @ 0.300% (labor costs x FCCM%)		\$66.48
Direct Expenses		\$495,788.25
Fee for Profit Rate @ 14.30%		\$9,466.20
TOTAL COST		\$571,518.10

Staffing Plan (CPFF)

Preliminary & Final Design

Project Name:

84th St. Trail, Giles to Harrison, La Vista

Consultant:

The Schemmer Associates, Inc.

Consultant PM:

Darin Brown, 402-331-6348, dbrown@schemmer.com

LPA RC:

Pat Dowse, 402-331-8927, pdowse@cityoflavista.org

NDOT PC:

Example: Jane Smith, 402-479-0001, jane.smith@nebraska.gov

Date:

Project Number:

DPS-77(67)

Control Number:

22885

NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

#	Code	Classification	#	Code	Classification
1	PR	Principal	6	ENV	Environmental Scientist
2	PM	Project Manager	7	RLS	Registered Land Surveyor
3	SENG	Sr. Engineer	8	SPC	Survey Party Chief
4	ENG	Engineer	9	SUR	Surveyor I
5	SDES	Sr. Designer/Technician	10	ADM	Administrative

Overhead Rate ^[1]
177.10%
Fee for Profit Rate ^[2]
12.40%
FCCM (if applicable)
0.30%

BLENDDED RATES TABLE

Template: T-WB-B-2 LPA PE (rev 10-23-2019) CPFF

Employee Name	Job Title & Certifications ^[3]	Current Actual Salary Rate/Hr ^[4]	% Assigned
Principal			
<div>Doug Holle, PE</div>		\$88.00	100%
Blended Rate:		\$88.00	
Project Manager			
<div>Darin Brown, PE</div>	Bridge Manager	\$65.25	70%
<div>Matt Sutton, PE</div>	Civil Manager	\$72.26	15%
<div>Shane Swope, PE</div>	Transportation Manager	\$72.26	15%
Blended Rate:		\$67.35	
Sr. Engineer			
<div>Matt Rasmussen, PE</div>	Structural Engineer	\$53.46	25%
<div>Adam Sleeper, PE</div>	DOT Transportation Team Leader	\$61.09	20%
<div>Alex Roth, PE</div>	Hydraulic Engineer	\$51.95	20%
<div>Jonathan Fant, PE</div>	Electrical Engineer	\$74.55	5%
<div>Tyler Lerdahl</div>	Transportation Engineer	\$50.50	15%
<div>Loras Klostermann</div>	Geotechnical Engineer	\$62.96	15%
Blended Rate:		\$56.72	
Engineer			
<div>Ian Plummer, PE</div>	Bridge Engineer	\$42.00	30%
<div>Nessida Belemkoabka</div>	Transportation Engineer EI	\$37.50	20%
<div>Efrain Quintanilla</div>	Tranportation Designer	\$50.50	30%
<div>Charly Huddleston</div>	QC Engineer	\$44.00	10%
<div>Doug Burchett</div>	Engineering CADD Manager	\$45.00	10%
Blended Rate:		\$44.15	
Sr. Designer/Technician			
<div>Gavin Acker</div>	Structural CADD Technician	\$24.00	60%
<div>Leslie Steel</div>	Manager of Testing & Materials	\$48.00	20%
<div>Robert McClenahan</div>	Lab Manager	\$40.00	20%
Blended Rate:		\$32.00	
Registered Land Surveyor			
<div>Tony Bruckner</div>	Registered Land Surveyor	\$46.20	100%
Blended Rate:		\$46.20	
Survey Party Chief			
<div>Ray Flock</div>	Crew Chief	\$35.00	100%
Blended Rate:		\$35.00	
Surveyor I			
<div>Andrew Potter</div>	Instrument Man	\$24.00	50%
<div>Scot Gerwitz</div>	Survey CADD Technician	\$29.00	50%
Blended Rate:		\$26.50	
Administrative			
<div>Karen Keith</div>	Admin	\$24.00	100%
Blended Rate:		\$24.00	

Consultant's Estimate of Hours

Preliminary & Final Design

Project Name:

84th St. Trail, Giles to Harrison, La Vista

Consultant:

The Schemmer Associates, Inc.

Project Number:

DPS-77(67)

Control Number:

22885

Consultant PM:

Darin Brown, 402-331-6348, dbrown@schemmer.com

NDOT PC:

Date:

TASKS	PERSONNEL CLASSIFICATIONS										
	PR	PM	SENG	ENG	SDES	ENV	RLS	SPC	SUR	ADM	Total
I. Project Management	20	165	51	52						12	300
1. Project Management	20	85								12	117
2. Project Description / Purpose and Need / Project Details		28	16								44
3. Quality Assurance / Quality Control		52	35	52							139
II. Meetings	2	38	46	32							118
1. Plan-In-Hand Meeting		8	16	12							36
2. LPA/NDOT Coordination Meetings		18	18								36
3. Meetings with Utilities		4	4	4							12
4. Public Information Meetings	2	8	8	16							34
III. Survey			16	16			28	155	155		370
1. Update Field Survey			2					37	37		76
2. Digital Terrain Model							10				10
3. Base Map Preparation			1	8			8				17
4. Horizontal and Vertical Control							2	9	9		20
5. Section / Property Corners			2				8	42	42		94
6. Existing Utilities			10	8				30	30		78
7. Note Reduction / Preliminary Plotting											
8. PIH Staking the Right of Way			1					37	37		75
IV. Final Roadway Design (PIH)		34	334	370							738
1. Data Collection and Review			3	12							15
2. Roadway Horizontal Alignment		1	1	12							14
3. Roadway Vertical Alignment		1	1	8							10
4. Template Roadway Cross sections		2	16	32							50
5. Limits of Construction			2	12							14
6. Earthwork		1	4	16							21
7. Roadway Geometric Design		1	2								3
8. Storm Sewer and Drainage (incl channel drop)		1	90	16							107
9. Roadway and Driveway Culverts											
10. Construction and Removal		2	10	32							44
11. Utility Coordination/Verification		4	6								10
12. Construction Phasing/Detour Route/Temp Roads		2	8	40							50
13. Erosion Control		1	8	16							25
14. Quantities/Estimates		2	50	50							102
15. Typical Sections		1	2	6							9
16. Update Trail Layout		1	8	16							25
17. Coordinate Landscape Architecture		1	16	16							33
18. E Sheets		1	4	8							13
19. Guardrail		1	8	20							29
20. Electrical		2	55	30							87
21. Floodplain Permitting Identification		2	8	8							18
22. Floodplain Permit		2	12	8							22
23. Plan-In-Hand Report		2	8	8							18
24. Working Day Calculations		1	4	4							9
25. Pavement Determination		2	8								10
V. Post Plan in Hand Plans		4	22	48							74
1. Post Plan in Hand Plans		2	16	40							58
2. Plan Submittal		2	6	8							16
VI. Draft PS&E Plan Review		4	20	50							74

TASKS	PERSONNEL CLASSIFICATIONS										
	PR	PM	SENG	ENG	SDES	ENV	RLS	SPC	SUR	ADM	Total
1. Incorporate comments		2	8	32							42
2. Draft PS&E Plan Submittal		2	12	18							32
VII. Final PS&E Submittal/Blue Line Corrections		9	23	117						2	151
1. Final PS&E Submittal		2	8	32							42
2. Address comments or questions		2	6	36							44
3. Electronic CADD files		2		24							26
4. Printing				4						2	6
5. SWPPP		1	4	10							15
6. Letting Task		2	5	11							18
VIII. Right of Way Design		1		24	10						35
1. Existing Right-of-Way Base											
2. Proposed Right-of-Way		1		12							13
3. Right-of-Way Plan Sheets				12	10						22
4. Title Research											
IX. Bridge Design Services		2	218	267	360						847
1. Design Data Sheets and TS&L			20	28	55						103
2. Final Bridge Design			122	166	195						483
3. Final Bridge Plans			30	55	110						195
4. Load Rating Services			8	6							14
5. <i>Review Shop Drawings</i>		2	16	8							26
6. <i>Construction Consultation</i>			20								20
7. <i>Girder Shim Calculations</i>			2	4							6
X. Environmental Coordination		10	32	24						2	68
1. Review of NEPA documents and commitments		4	8								12
2. NEPA exhibits		2		24						2	28
3. Preliminary Waterway Permit Data Sheet		2	12								14
4. Wetlands Impacts			4								4
5. Permits		2	8								10
XI. Public Involvement	1	6	4							6	17
1. Public Information Meetings	1	6	4							6	17
XII. Water & SS Reconst / Geotechnical		1	186	58	74					10	329
1. Waterline/Sanitary Sewer Relocation/Reconstruction		1	16	16	6						39
2. Geotechnical - Data Research			10	8	10						28
3. Geotechnical Report			160	34	58					10	262
Total Days	2.88	34.3	119	132	55.5		3.5	19.4	19	4	390
Total Hours	23	274	952	1058	444		28	155	155	32	3,121.0

Direct Expenses

Preliminary & Final Design

Project Name:

84th St. Trail, Giles to Harrison, La Vista

Consultant:

The Schemmer Associates, Inc.

Date:

Project Number:

DPS-77(67)

Control Number:

22885

Subconsultants:			Amount
O'Malley Drilling Inc.			\$22,000.00
Subtotal			\$22,000.00
Printing and Reproduction:	Qty	Unit Cost	Amount
Subtotal			
Mileage/Travel:	Qty	Unit Cost	Amount
Mileage/Travel:			
Geotechnical:	340	\$0.655	\$222.70
Survey	432	\$0.655	\$282.96
Meetings/Site Visits	500	\$0.655	\$327.50
Subtotal			\$833.16
Lodging/Meals:	Qty	Unit Cost	Amount
Motel - Standard Rate \$96+tax		\$113.00	
Motel - Omaha/Douglas Co. \$110+tax		\$126.00	
Meals & Incidentals (GSA Standard Rate, full days)		\$55.00	
Meals & Incidentals (GSA Standard Rate, first and last days)		\$41.25	
Meals & Incidentals (GSA Std Rate, full days, Omaha/Douglas Co.)		\$61.00	
Subtotal			
Other Miscellaneous Costs:	Qty	Unit Cost	Amount
Subtotal			
TOTAL DIRECT EXPENSES			\$22,833.16

Notes & Assumptions

Preliminary & Final Design

Project Name: 84th St. Trail, Giles to Harrison, La Vista

Project Number: DPS-77(67)

Consultant: The Schemmer Associates, Inc.

Control Number: 22885

Date:

Notes & Assumptions

Project Cost & Breakdown

Preliminary & Final Design

Project Name:

84th St. Trail, Giles to Harrison, La Vista

Consultant:

The Schemmer Associates, Inc.

Consultant PM:

Darin Brown, 402-331-6348, dbrown@schemmer.com

NDOT PC:

Date:

Project Number:

DPS-77(67)

Control Number:

22885

DIRECT LABOR COSTS			
Classification	Hours	Rate	Amount
Principal	23	\$88.00	\$2,024.00
Project Manager	274	\$67.35	\$18,453.90
Sr. Engineer	952	\$56.72	\$53,997.44
Engineer	1058	\$44.15	\$46,710.70
Sr. Designer/Technician	444	\$32.00	\$14,208.00
Environmental Scientist			
Registered Land Surveyor	28	\$46.20	\$1,293.60
Survey Party Chief	155	\$35.00	\$5,425.00
Surveyor I	155	\$26.50	\$4,107.50
Administrative	32	\$24.00	\$768.00
3121		Subtotal	\$146,988.14

DIRECT EXPENSES	Amount
Subconsultants:	\$22,000.00
Printing And Reproduction:	
Mileage/Travel:	\$833.16
Lodging/Meals:	
Other Miscellaneous Costs:	
Subtotal	\$22,833.16

TOTAL PROJECT COSTS	Amount
Direct Labor Costs	\$146,988.14
Labor Cost Escalation Factor for Multi-year Projects (if allowed): Y 2.0 years @ 5.0% / year = 2.50%	\$3,674.70
Overhead @ 177.10%	\$266,823.90
Facility Capital Cost of Money (FCCM) @ 0.300% (labor costs x FCCM%)	\$451.99
Direct Expenses	\$22,833.16
Fee for Profit Rate @ 12.40%	\$51,768.36
TOTAL COST	\$492,540.25

1. PAYMENT METHOD

Payments under this Agreement will be made based on a Cost-Plus-Fixed-Fee for Profit (CPFF) payment method. Consultant will be paid for acceptable actual services performed in accordance with Section 4. ALLOWABLE COSTS, plus a fixed fee for profit in accordance with Section 6. FIXED FEE FOR PROFIT.

2. MAXIMUM AGREEMENT AMOUNTS

The following are the maximum payment amounts established under this Agreement for each category of cost. Consultant shall not be paid for any cost that exceeds these amounts without prior written approval from LPA, or State on LPA's behalf. The "indirect costs and direct expenses" category may be adjusted to exceed the amount listed below; however, any adjustment will not increase the total agreement amount.

AMOUNT	CATEGORY
\$ 22,158.79	for actual direct labor costs
\$ 539,893.11	for indirect costs and direct expenses
\$ <u>9,466.20</u>	for a fixed fee for profit
\$ 571,518.10	total agreement amount

3. SUBCONSULTANT OVER-RUNS AND UNDER-RUNS

Over-run: Consultant shall require all subconsultants to notify Consultant any time it has been determined that a subconsultant's costs will exceed its fee estimate (over-run). Consultant must provide an acceptable justification for the over-run and obtain LPA, or State on LPA's behalf, prior written approval before incurring any cost over-run expenses. If approved by LPA, or State on LPA's behalf, a supplemental agreement will be prepared to either shift funds from Consultant to its subconsultant(s) or increase the contract maximum. Contract increases will be considered when additional scope of services are required.

Under-run: If the amount of any subconsultant's cost is less than its fee estimate (under-run), Consultant understands that the amount of the under-run will be subtracted from the total compensation to be paid to Consultant under this Agreement, unless LPA, or State on LPA's behalf, gives prior written approval and, if necessary, approval from Federal Highway Administration (FHWA). If Consultant wishes to shift the balance of subconsultant's fee to Consultant, justification must be provided to LPA and State. Shifting of funds may be approved by LPA, or State on LPA's behalf, with no increase to the fixed fee for profit unless additional scope of services is required by Consultant, and additional fee is necessary to complete the work under this Agreement.

4. ALLOWABLE COSTS

Allowable costs are direct labor costs, indirect costs, and direct non-labor costs as defined below which Consultant has incurred within 180 days before State has received Consultant's invoice. Costs that Consultant incurred to correct mistakes or errors attributable to Consultant's or Subconsultant's own actions are not allowable costs, even if those costs would not exceed the amounts listed in Section 2. MAXIMUM AGREEMENT AMOUNTS.

A. Direct Labor Costs are the costs Consultant pays its employees for the time they are working directly on the project and are calculated by multiplying the hourly rate of pay by the hours worked (in increments not less than one quarter hour).

1) Hourly Rates: For hourly employees, the hourly earnings rate shall be the employee's regular hourly pay rate during regular (40) hours of work per pay week. If

overtime hours are worked on this project, State will only pay for employee's regular hourly pay rate. State will not pay the premium pay portion of the overtime hours. For salaried employees, the hourly earnings rate shall be the employee's actual hourly rate as recorded in the Consultant's accounting books of record, multiplied by the hours worked.

The Staffing Plan must identify by name all employees of the Consultant who are reasonably expected to provide Services under this Agreement. Reference Staffing Plan Section of this Agreement regarding changes in personnel.

- 2) **Time Reports:** All hours charged to the project must be documented on time distribution records. The records must clearly indicate the daily number of hours each employee worked on any project or activities for the entire pay period. **Time reports must provide the employee's name and position, dates of service, and a clear, identifying link to the projects, such as project description, project number, control number, and pertinent work phase.** Consultant must establish an adequate system of internal controls to ensure that time charged to projects are accurate and have appropriate supervisory approval.

- B. **Indirect Costs (Overhead and FCCM)** are the indirect labor costs, indirect non-labor costs, and direct labor additives that are allowable in accordance with Federal Acquisition Regulations [48 CFR 31 \(Contract Cost Principles and Procedures\)](#). Indirect costs are to be allocated to the project as a percentage of direct labor costs. The Consultant will be allowed to charge the project using its actual allowable Indirect Cost Rates (ICR); or if the ICR is unknown or unavailable, Consultant will be allowed to use the most recent provisional ICR approved by State. Changes in the ICR that occur during the project period will not be cause for a change in the total agreement amount established in Section 2. MAXIMUM AGREEMENT AMOUNTS.

- C. **Direct Non-Labor Costs (Direct Expenses)** are all necessary, properly documented, and allowable costs related to the Consultant completing the Services. All costs must be supported by detailed receipts or invoices, unless otherwise specified below. Direct non-labor costs include, but are not limited to, the following:

Transportation, mileage, lodging, and meals, subject to limitations specified below; Communication costs; Reproduction and printing costs; Special equipment and materials required for the project and approved by LPA, or State on LPA's behalf ; Special insurance premiums if required solely for this Agreement; Subconsultant costs; Such other allowable items as approved by LPA, or State on LPA's behalf.

- 1) A non-labor cost charged as a direct cost cannot be included in Consultant's overhead rate. If, for reasons of practicality, Consultant does treat a direct non-labor cost category in its entirety as an overhead cost, then such costs are not eligible to be additionally billed as a direct expense to this project.
- 2) Costs for subconsultants may not exceed the amounts shown on the attached Consultant's Fee Proposal for each subconsultant unless agreed upon in writing by the Consultant and LPA, or State on LPA's behalf. Consultant shall require subconsultant costs to have the same level of documentation as required of Consultant. Consultant must review subconsultants' invoices and progress reports to ensure they are accurate, include only allowable costs, and have proper documentation before sending to State.

- 3) The following direct non-labor costs (direct expenses) will be reimbursed at actual costs, not to exceed the rates as shown below.
- (a) TRANSPORTATION – Automobile rentals, air fares, and taxi/shuttle transportation will be reimbursed at the actual, reasonable cost and, if discounts are applicable, the Consultant shall give LPA and State the benefit of all discounts. Itemized receipts must be submitted with invoices. A bank card receipt that displays only the total cost of the transportation expense is not sufficient documentation. Tips must be included in the total fare amount claimed on the travel log form. Tips for complimentary transportation are considered an incidental expense and cannot be claimed as a transportation-related expense.
 - (b) MILEAGE – The reimbursement for mileage associated with the use of company owned vehicles will be the prevailing standard rate as established by the Internal Revenue Service (IRS) through its Revenue Procedures. Reimbursement for mileage associated with the use of a privately-owned vehicle (POV), is limited to the lesser of:
 - (i) The mileage rate that the Consultant reimbursed to the person who submitted the claim for POV use; or
 - (ii) The prevailing standard rate as established by the IRS.
- NOTE: When Consultant is seeking only reimbursement for mileage, Consultant must itemize travel on State's Travel Log, itemize on invoice, or include a separate mileage log which includes the following information: employee name, vehicle identification, date of travel and miles driven, reimbursement rate and total expenses. The total expenses are to be shown on the invoice as a direct expense. State's Travel log form is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>.
- (c) LODGING – The reimbursement for lodging rates will be limited to the prevailing standard rate as indicated on the U.S. General Services Administration's (GSA) website at <http://www.gsa.gov/portal/category/100120>. Consultant shall give LPA and State the benefit of all lodging discounts. Lodging receipts must be submitted with invoices.
- 4) Meal and incidental (M&I) expenses will be reimbursed on a per diem basis, not to exceed the rates as shown below. The incidental expenses portion of the per diem rate includes, but is not limited to, courtesy transportation related tips, such as hotel, park and ride, or airport shuttles; and fees and tips to porters, hotel employees, baggage carriers, and flight attendants. No receipts are required for M&I expenses.
- (a) The State per diem rate for the destination of travel is 70% of the applicable Federal GSA per diem rate. The State per diem breakdown amounts for breakfast, lunch, dinner, and incidental expenses are 70% of the Federal GSA per diem breakdown amounts.
 - (b) The State per diem rate shall be reduced by the State meal breakdown amount(s) for any meal provided by others. Examples include:

- (i) Meals included in a conference or event fee
 - (ii) Meals provided by lodging facility
 - (iii) Meals purchased by 3rd Party
 - (iv) Meals charged directly to and paid for by the State
- (c) MULTI-DAY TRAVEL – Travel that includes at least one overnight stay.
- (i) M&I reimbursement on the first and last day of travel will be reduced to 75% of the State per diem rate.
 - (ii) Except for a meal provided by others (see paragraph 4)(b) above), all meals may be claimed on the first and last day of travel irrespective of the start and stop times for those days.
- (d) SAME DAY TRAVEL – Travel that does not include an overnight stay.
- (i) Employee shall not claim reimbursement for a meal that was purchased within 20 miles of the city or town of the employee's residence or primary work location.
 - (ii) M&I reimbursement for same day travel will be reduced to 75% of the State per diem breakdown amounts.
 - (iii) The following criteria must be met for Consultant and its employees to be eligible for the M&I reimbursement on same day travel.
 - (1) Breakfast - Employee leaves for same day travel at or before 6:30 a.m. or 1-1/2 hours before the employee's shift begins, whichever is earlier, the breakfast rate may be claimed.
 - (2) Lunch – No reimbursement is allowed.
 - (3) Dinner/Supper – Employee returns from same day travel or work location at or after 7:00 p.m., or 2 hours after the employee's shift ends, whichever is later, the evening meal rate may be claimed.
 - (4) Incidental Expenses – No reimbursement is allowed unless the employee is also approved for breakfast or dinner meal expenses.
 - (5) The time limitations set forth above do not include the time taken for the meal.
 - (iv) EXCEPTION to same-day travel meal reimbursement for Construction Engineering (CE) Services Agreements – For CE Services Agreements, Consultant will not be eligible for reimbursement for meals related to same-day travel.
- 5) EXTENDED STAY/LONG TERM TRAVEL
- No extended stay arrangements, such as apartments or weekly/monthly meal reimbursement rates, have been approved.

5. INELIGIBLE COSTS

State will not pay for costs incurred prior to the Notice to Proceed date or after the completion deadline date set out in the NOTICE TO PROCEED AND COMPLETION SCHEDULE Section of this Agreement, unless approved in writing by LPA, or State on LPA's behalf. **Per Section 4. ALLOWABLE COSTS, State will not pay for costs incurred, but not submitted to State within 180 days of the date incurred. Travel costs are deemed to have been incurred on the day the travel occurs. Subconsultant costs are deemed to have been incurred on the day the Subconsultant actually incurs the cost, not the day the subconsultant invoices the cost to the Consultant.**

6. FIXED FEE FOR PROFIT

- A. The fixed fee for profit amount payable to Consultant is identified in Section 2. MAXIMUM AGREEMENT AMOUNTS. For each invoicing period, the Consultant may invoice State a portion of the fixed fee for profit equal to the sum of the actual direct labor costs and overhead (Indirect Costs, excluding FCCM if applicable) for the period, multiplied by the profit rate of 14.30%. Upon completion of the services outlined in this Agreement, the Consultant may invoice State any remaining fixed fee for profit not previously invoiced. If all of the services under this Agreement are not completed for any reason, LPA, or State on LPA's behalf may decrease the amount of fixed fee for profit based on LPA's and State's determination of the actual percentage of services completed.
- B. Subconsultants fixed fee for profit (if applicable): Consultant must apply the above provisions regarding fixed fee for profit to all Subconsultant contracts that utilize the cost-plus-fixed-fee (CPFF) payment method. If all of the services allocated to Subconsultant(s) under this agreement are not completed for any reason, the fixed fee for profit paid to Subconsultant(s) must be reduced based on the LPA's and State's determination, or Consultant's determination with LPA's and State's concurrence, of the actual percentage of services completed by the Subconsultant.

7. INVOICES AND PROGRESS REPORTS

- A. Consultant shall promptly submit invoices to State based on Consultant's billing period but shall not submit more than one invoice per month. Invoices must include all allowable costs, and when applicable, the associated Fee for Profit, for services provided during the billing period. Invoices may also include a request for services provided or costs incurred during a prior billing period, including subconsultant costs, with an explanation for why those costs were not previously included in an invoice, so long as those costs were incurred no more than 180 days prior to State's receipt of the invoice. Accordingly, State retains the sole discretion to not pay for costs incurred that have not been invoiced as provided above.
- B. In the event Consultant has incurred otherwise allowable costs, and such costs would exceed the maximum direct labor costs or total agreement amount listed in Section 2. MAXIMUM AGREEMENT AMOUNTS, Consultant shall list such costs on the invoice, but they must be subtracted from the total invoice amount submitted to State for payment.
- C. Content of Invoice Package (Presented in this order)
 - 1) Consultant's Invoice:
 - (a) The first page of an invoice must identify the company's name and address, invoice number, invoice date, invoicing period (beginning and ending dates of services), and agreement or task order number.
 - (b) The invoice and, when applicable, accompanying supporting documentation must identify each employee by name and classification, the hours worked, and the actual labor cost for each employee.
 - (c) Direct non-labor expenses:

- (i) Direct non-labor expenses, other than travel-related expenses, must be itemized and provide a complete description of each item billed along with supporting receipts or invoices.
- (ii) Travel-related expenses must be summarized and submitted on NDOT Form 163 (see paragraph 7.C.4) below). Supporting receipts (excluding meal receipts) must be submitted with NDOT Form 163 when invoicing for these expenses.
- (iii) All supporting receipts must be kept as required in Section 18.

CONSULTANT COST RECORD RETENTION.

- (d) Time Records, as outlined in paragraph 4.A.2).
 - (e) Subconsultant Services: Consultant shall require subconsultants to provide the same supporting documentation, invoices, and receipts as Consultant is required to submit and retain.
- 2) **Progress Report:** A Progress Report must accompany the invoice package documenting Consultant's work during the service period. If an invoice is not submitted monthly, then a Progress Report must be submitted at least quarterly via email to LPA and State's Project Coordinator. All Progress Reports must include, but are not limited to, the following:
- (a) A description of the Services completed for the service period to substantiate the invoiced amount.
 - (b) A description of the Services anticipated for the next service period
 - (c) A list of information Consultant needs from LPA, or State on LPA's behalf
 - (d) Percent of Services completed to date
- NOTE: LPA or State's Project Coordinator may request more specific information or detail be included in Progress Reports.
- 3) **Cost Breakdown Form:** Each invoice package must include a current and completed "Cost Breakdown Form" (NDOT Form 162). This form is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>. Utilizing the Cost Breakdown Form helps reduce errors in calculating previously billed amounts and limitations on eligible costs billed.
- 4) **Travel Log:** If an invoice contains any travel-related expenses, then a current and completed "Invoice Travel Log" (NDOT Form 163) must be included with the invoice package. This form is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>. Upon pre-approval by State, Consultant may use a substitute Invoice Travel Log provided it documents substantially the same information as the current NDOT Form 163. The Travel Log must document the employee's name, vehicle identification (if applicable), date/time of departure to the project, date/time of return to the headquarters town, locations traveled, and expenses for transportation, meals, and lodging.
- 5) **Mileage Log** (when applicable): When Consultant is seeking reimbursement for mileage only, Consultant must itemize travel on State's Travel Log, itemize on invoice, or include a separate mileage log which includes the following: employee name, vehicle identification, date of travel and miles driven, reimbursement rate and total expenses. The total expenses are to be shown on the invoice as a direct expense.

- D. All invoice packages (invoice, progress report, required NDOT Forms, supporting material) must be submitted electronically through State's OnBase Invoice Workflow System for review, approval, and payment. The user guide for the OnBase Invoice Workflow system, along with training videos can be found at <http://dot.nebraska.gov/business-center/consultant/onbase-help/>.
- E. Notice of Public Record: Documents submitted to State and LPA, including invoices, supporting documentation, and other information are subject to disclosure by State and LPA pursuant to the Nebraska Public Records Act found at Neb. Rev. Stat. § 84-712 et.seq. ACCORDINGLY, CONSULTANT SHALL REDACT OR NOT SUBMIT TO STATE AND 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 State and LPA do 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 or LPA for the disclosure of such information.

8. PAYMENTS

State, on LPA's behalf, will pay Consultant after receipt of Consultant's invoice and determination by LPA, or State on LPA's behalf, that the invoice and progress report adequately substantiate the Services provided, and the Services were completed in accordance with this Agreement. Payments will not be made if the progress report does not provide adequate substantiation for the Services, or LPA or State determines that the Services have not been properly completed. State, on LPA's behalf, will make a reasonable effort to pay Consultant within 30 days of receipt of Consultant's invoices.

9. PROMPT PAYMENT CLAUSE

Consultant shall include a "Prompt Payment Clause" as a part of every subcontract for work, including all lower tier subcontracts. The "Prompt Payment Clause" will require progress payments to all subconsultants for all work completed, within twenty (20) calendar days after receipt of progress payments from the State for said work. If Consultant fails to carry out the requirements of the "Prompt Payment Clause" without just cause, it will be considered a material breach of this Agreement. In such situation, State may withhold any payment due to Consultant until all delinquent payments have been made (no interest will be paid for the period that payment was withheld), terminate this Agreement, or any other such remedy as State deems appropriate. Consultant may withhold payment to a subcontractor only for just cause and must notify the State in writing of its intent to withhold payment before actually withholding payment. Consultant shall not withhold, delay, or postpone payment without first receiving written approval from the State.

10. SUSPENSION OF PAYMENTS

When work is suspended on this project, payments shall be suspended until the work resumes or this Agreement is terminated. Consultant shall not be compensated for any work completed or costs incurred on the project after the date of suspension. When work is suspended for convenience, Consultant shall be compensated for work completed, or costs incurred prior to the date of suspension. When work is suspended for cause, payments shall be withheld until

all remedial action is completed by Consultant to the satisfaction of State, at Consultant's sole cost.

11. ANNUAL OVERHEAD ADJUSTMENT (TRUE-UP) INVOICES

- A. After State receives Consultant's latest Indirect Cost Rate (ICR) submittal and State establishes an approved ICR for Consultant, it is State's preference that Consultant submit a separate Overhead Adjustment Invoice that reconciles the indirect costs billed during the past fiscal year covered by the latest ICR submittal. If reconciling the indirect costs requires the Consultant to reimburse State for overpayment of indirect costs, Consultant may request reimbursement of additional allowable costs that have not been already reimbursed, provided that the costs were documented and subtracted out on previous invoices. In no circumstance may Consultant request reimbursement of any costs incurred that are not in accordance with Section 4. ALLOWABLE COSTS.
- B. When uploading this invoice to OnBase, append "(OH ADJ)" to the invoice number when populating the invoice number keyword in OnBase. More information regarding Overhead Adjustment Invoices is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>.
- C. Consultant shall require Subconsultant(s) to submit Overhead Adjustment Invoices to Consultant consistent with this Section. Consultant must include such subconsultant overhead adjustment invoices when Consultant submits their own invoices to State.

12. FINAL INVOICE, FINAL OVERHEAD (TRUE-UP) INVOICE, AND PAYMENT

- A. Upon completion of the Services under this Agreement, Consultant shall submit their final invoice to include all labor, expenses, and, if applicable, may include the balance of Fee for Profit.
- B. Consultant, and, if applicable, its subconsultant(s), shall review the indirect costs billed to-date to determine if the indirect cost rates (overhead and FCCM) used on prior invoices match the actual indirect cost rates applicable to the time period that the labor was incurred. If cost adjustments are necessary, they should be reflected on an Overhead Adjustment Invoice (**separate from final costs incurred invoice**). Refer to Section 11. OVERHEAD ADJUSTMENT INVOICE. If a particular year's actual overhead has not yet been computed or approved by State, the most recently approved yearly rate should be applied. Consultant shall submit any final Overhead Adjustment Invoice within 180 days of completion of the work under this Agreement, and if such invoice is not timely submitted, State may audit and close the Agreement without accepting any further invoices from Consultant. More information regarding Overhead Adjustment Invoices is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>.
- C. After receipt of final invoice and Overhead Adjustment Invoice and determination by LPA, or State on LPA's behalf, that the final invoice and Progress Report adequately substantiate the Services provided and that the Services were completed in accordance with this Agreement, State, on LPA's behalf, will pay Consultant. Acceptance of the final payment by Consultant will constitute and operate as a release to LPA and State for all claims and liability to Consultant, its representatives, and assigns, for any and all things done, furnished, or relating to the Services rendered by or in connection with this Agreement or any part thereof.

13. AGREEMENT CLOSE-OUT

Upon submitting its final invoice and, if required, a final Overhead Adjustment invoice, the Consultant must complete and submit to LPA, or State on LPA's behalf, a Notification of Completion Form (NDOT Form 39). The form is generated and submitted electronically through State's OnBase Invoice Workflow System. Instructions for generating and submitting the NDOT Form 39 are available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>. Consultant shall submit NDOT 39 Form within 180 days of completion of the work under this Agreement, and if such Form is not timely submitted, State may audit and close the Agreement without accepting any further invoices from Consultant.

14. FEDERAL COST PRINCIPLES

LPA will not make payments directly to Consultant for services performed under this agreement. Instead, the State will serve as a paying agent for LPA and will pay Consultant directly for properly submitted and approved invoices using both LPA and Federal funds based on the applicable project federal cost participation percentage. The following process shall apply whenever the LPA, the State or the FHWA determines that certain costs, previously paid to Consultant, should not have been paid with federal funds by the State to Consultant. Consultant shall immediately repay the State the federal share of the previously paid amount and may invoice LPA for the costs repaid to the State. LPA shall promptly pay the full amount of the invoice from its own funds unless LPA, in good faith, disputes whether the Consultant is entitled to the payment under the agreement or the amount of the invoice. In the event of a dispute between LPA and Consultant, the dispute resolution process, outlined Section 4.4.3.5 DISPUTE RESOLUTION of the LPA Manual, shall be used by the parties. For performance of Services as specified in this Agreement, State will pay Consultant subject to the terms of this Agreement and all requirements and limitations of the federal cost principles contained in the Federal Acquisition Regulations [48 CFR 31 \(Contract Cost Principles and Procedures\)](#).

15. OUT-OF-SCOPE SERVICES AND CONSULTANT WORK ORDERS

- A. LPA, or State on LPA's behalf, may request that Consultant provide services that, in the opinion of Consultant, are in addition to or different from those set out in the Scope of Services. When LPA, or State on LPA's behalf, decides that these out-of-scope services may require an adjustment in costs, Consultant shall provide in writing:
- 1) A description of the out-of-scope services,
 - 2) An explanation of why Consultant believes that the out-of-scope services are not within the original Scope of Services and additional work effort is required,
 - 3) An estimate of the cost to complete the out-of-scope services. Consultant must receive written approval from LPA, or State on LPA's behalf, before proceeding with the out-of-scope services. Before written approval will be given by LPA, or State on LPA's behalf, LPA or State must determine that the situation meets the following criteria:
 - (a) The out-of-scope services are not within the original Scope of Services and additional work effort is required; and
 - (b) The out-of-scope services are within the basic scope of services under which Consultant was selected and Agreement entered; and
 - (c) It is in the best interest of LPA that the out-of-scope services be performed under this Agreement.

B. Once the need for a modification to the Agreement has been established, the State, on LPA's behalf, will prepare a supplemental agreement. If the additional work requires the Consultant to incur costs prior to execution of a supplemental agreement, the State, on LPA's behalf, may issue a written notice to proceed prior to completing the supplemental agreement (for non-Federal aid projects) or shall use the process set out below (for Federal aid PE projects):

- 1) The Consultant Work Order (CWO) – NDOT Form 250 shall be used to describe and provide necessary justification for the additional scope of services, effort, the deliverables, modification of schedule, and to document the cost of additional services. The CWO form is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>. The CWO must be executed to provide authorization for the additional work and to specify when that work may begin. The agreement will be supplemented after one or more CWOs have been authorized and approved for funding.

16. TERMINATION COST ADJUSTMENT

If the Agreement is terminated prior to project completion, State and LPA will compare the percentage of work actually completed by Consultant to the total amount of work contemplated by this Agreement. This comparison will result in a payment by the State, on LPA's behalf, for any underpayment, no adjustment, or a billing to Consultant for overpayment. The State's final audit may result in an additional cost adjustment.

17. AUDIT AND FINAL COST ADJUSTMENT

Upon LPA's and State's determination that Consultant has completed Services under this Agreement, State, or its authorized representative, may complete an audit review of the payments made under this Agreement. The Parties understand that the audit may require an adjustment of the payments made under this Agreement. Consultant agrees to reimburse State for any overpayments identified in the audit review, and State agrees to pay Consultant for any identified underpayments.

18. CONSULTANT COST RECORD RETENTION

Consultant, and all its subconsultants or subcontractors, shall maintain originals or copies of any document required to be completed in this Agreement, that substantiate any expense incurred, or changes any legal obligations for three (3) years from the date of final cost settlement by FHWA and project closeout by the State.

Documents include, but are not limited to: written approvals; time reports; detailed receipts; invoices; transportation costs; mileage; lodging costs; all NDOT forms including NDOT cost breakdown form and NDOT travel form; books; papers; electronic mail; letters; accounting records; supplemental agreements; work change orders; or other evidence pertaining to any cost incurred.

Such materials will be available for inspection by the LPA, State, FHWA, or any authorized representative of the federal government, and copies of any document(s) will be furnished when requested.

A. Consultant agrees to:

- (1) Make a detailed review of its existing insurance coverage,
- (2) Compare that coverage to the expected scope of the work under this Agreement,
- (3) Obtain the insurance coverage that it deems necessary to fully protect Consultant from loss associated with the work. Also, Consultant shall have at a minimum the insurance described below:

B. General Liability –

- (1) Limits of at least:
 - a. \$ 1,000,000 Per Occurrence
 - b. \$ 2,000,000 General Aggregate
 - c. \$ 2,000,000 Completed Operations Aggregate (if applicable)
 - d. \$ 1,000,000 Personal/Advertising Injury
- (2) Consultant shall be responsible for the payment of any deductibles.
- (3) Coverage shall be provided by a standard form Commercial General Liability Policy covering bodily injury, property damage including loss of use, and personal injury.
- (4) General Aggregate to apply on a Per Project Basis.
- (5) LPA and the State of Nebraska, Department of Transportation ("State") shall be named as Additional Insureds on a primary and non-contributory basis.
- (6) Consultant agrees to waive its rights of recovery against LPA and State. Waiver of subrogation in favor of LPA and State shall be added to, or included in, the policy.
- (7) Contractual liability coverage must be on a broad form basis and not be amended by any limiting endorsements.
- (8) If work is being done near a railroad track, the 50' railroad right of way exclusion must be deleted.
- (9) In the event that this contract provides for consultant to construct, reconstruct or produce a completed structure, building, or facility, products and completed operations coverage in the amount provided above shall be maintained for the duration of the work, and shall be further maintained for a minimum period of five (5) years after final acceptance and payment.
- (10) Policy shall not contain a total or absolute pollution exclusion. Coverage shall be provided for pollution exposures arising from products and completed operations (as per standard CG0001 Pollution Exclusion or equivalent). (If the standard pollution exclusion as provided by CG0001 has been amended, please refer to the following section entitled "Pollution Coverage.")

C. Pollution Coverage –

- (1) In the event that the standard pollution exclusion as provided by CG0001 has been amended, coverage may be substituted with a separate Pollution Liability policy or a Professional Liability policy that includes pollution coverage in the amount of \$1,000,000 per occurrence or claim, and \$1,000,000 aggregate.
- (2) If coverage is provided by a "claims made" form, coverage will be maintained for three years after project completion. Any applicable deductible is the responsibility of Consultant.

D. Automobile Liability –

EXHIBIT "D"
INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICE PROVIDERS (LPA PROJECTS)

- (1) Limits of at least:
 - a. \$ 1,000,000 CSL Per Accident
- (2) Coverage shall apply to all Owned, Hired, and Non-Owned Autos.
- (3) Consultant agrees to waive its rights of recovery against LPA and State. Waiver of Subrogation in favor of LPA and State, shall be added to the policy.

E. Workers' Compensation –

- (1) Limits: Statutory coverage for the state where the project is located.
- (2) Employer's Liability limits:
 - a. \$100,000 Each Accident
 - b. \$100,000 Disease – Per Person
 - c. \$500,000 Disease – Policy Limit
- (3) Consultant agrees to waive its rights of recovery against LPA and State. Waiver of subrogation in favor of LPA and State shall be added to, or included in, the policy

F. Professional Liability –

- (1) Limits of at least:
 - a. \$ 1,000,000 Per Claim
 - b. \$ 1,000,000 Annual Aggregate
- (2) Coverage shall be provided for three years after work/project completion.

G. Electronic Data and Valuable Papers –

- (1) Limits of at least:
 - a. \$100,000 Electronic Data Processing Data and Media
 - b. \$25,000 Valuable Papers

H. Umbrella/Excess –

- (1) Limits of at least:
 - a. \$ 1,000,000 Per Occurrence
 - b. \$ 1,000,000 Annual Aggregate
- (2) Policy shall provide liability coverage in excess of the specified Employers Liability, Commercial General Liability and Auto Liability.
- (3) LPA and State shall be "Additional Insureds".
- (4) Consultant agrees to waive its rights of recovery against LPA and State. Waiver of subrogation in favor of LPA and State shall be added to, or included in, the policy.

I. Additional Requirements –

- (1) If any of the work is sublet, equivalent insurance shall be provided by or on behalf of the subconsultant or subconsultants (at any tier).
- (2) Any insurance policy shall be written by a reputable insurance company acceptable to State or with a current Best's Insurance Guide Rating of A – and Class VII or better and authorized to do business in Nebraska.
- (3) Prior to consultant beginning work on a project under this agreement, Consultant shall provide LPA and State evidence of such insurance coverage in effect in the form of an ACORD (or equivalent) certificate of insurance executed by a licensed representative of the participating insurer(s). Certificates of insurance must show the LPA and State as the certificate holders.
- (4) For so long as insurance coverage is required under this agreement, Consultant shall notify LPA and State when Consultant knows, or has reason to believe, that any insurance coverage required under this agreement will lapse or may be canceled or

EXHIBIT "D"
INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICE PROVIDERS (LPA PROJECTS)

terminated. Consultant shall forward any pertinent notice of cancelation or termination to State at the address listed below by mail (return receipt requested), hand-delivery or facsimile transmission within two (2) business days of receipt by Consultant of any such notice from an insurance carrier.

Copies of notices received by Consultant shall be sent to LPA, in care of LPA's

Responsible Charge, and to State at the following address:

Nebraska Department of Transportation
Consultant Services– Insurance
1500 Nebraska Parkway, P. O. Box 94759
Lincoln, NE 68509-4759
NDOT.ConsultantInsurance@nebraska.gov

- (5) Failure of the owner or any other party to review, approve, and/or reject a certificate of insurance in whole or in part does not waive the requirements of this Agreement.
- (6) The Limits of Coverage's set forth in this document are minimum limits of coverage. The limits of coverage shall not be construed to be a limitation of the liability on the part of Consultant or any of its subconsultants/tier subconsultants. The carrying of insurance described shall in no way be interpreted as relieving Consultant, subconsultant, or tier subconsultant of any responsibility of liability under the Agreement.
- (7) If there is a discrepancy of coverage between this document and any other insurance specification for this project, the greater limit or coverage requirement will prevail.

RESOLUTION
PRELIMINARY ENGINEERING SERVICES AGREEMENT – BK2340

CITY OF LA VISTA

Resolution No. _____

Whereas: City of La Vista is developing a transportation project.

Whereas: City of La Vista and Design Workshop wish to enter into a Professional Services Agreement to provide Preliminary Engineering Services for the transportation project.

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

Douglas Kindig, Mayor of the City of La Vista, is hereby authorized to sign the attached Preliminary Engineering services between City of La Vista and Design Workshop.

City of La Vista is committed to providing local funds for the project as required by the Project Program Agreement and any Supplemental Project Agreements.

NDOT Project Number: DPS-77(67)

NDOT Control Number: 22885

NDOT Project Description: 84th St Trail, Giles to Harrison, La Vista

Adopted this _____ day of _____, 20____ at _____ Nebraska.

The City Council of La Vista, 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:

City Clerk