

**Amended: (1/6/2020)**

**AGENDA  
CITY COUNCIL MEETING  
January 7, 2020**

1. [Call the Meeting to Order – 5:30 p.m.](#)

2. [Pledge of Allegiance](#)

Anyone desiring to view the Open Meetings Act may do so. The document is available for public inspection and is located on the southwest wall of the Council Chambers.

The City Council may go into closed session to discuss certain agenda items to protect the public interest or to prevent the needless injury to the reputation of an individual and if such individual has not requested a public hearing.

3. [Approval of Minutes – December 17, 2019](#)
4. [Approval of Claims](#)
5. [Action on the Nebraska Liquor Control Commission Manager Application of Cindi Stolze for the Wayne Hospitality Group, LLC d/b/a as the “Cobblestone Hotel”](#)

**Background:** We received the NLC Manager Application of Cindi Stolze on behalf of the Cobblestone Hotel. Cindy will be available at the meeting to introduce herself.

6. [Presentation regarding the upcoming 2020 Census — Jean Grove, Recruiting Assistance 2020 Census](#)

**Background:** Jean will do a short presentation about the upcoming 2020 Census and the importance of the data collected.

7. [Ordinance 2019-19: Amending Wayne Municipal Code Title XV Land Usage, Chapter 152 Zoning, Section 152.139 Parking Regulations, Section \(F\) Design Standards \(6\) Schedule of Minimum Off-Street Parking and Loading Requirements \(Second Reading\)](#)

8. [Resolution 2020-1: Approving the On-Call Construction Engineering Services Task Order Agreement between the City of Wayne and Olsson and authorizing the signing of the same — Wayne Trail – Phase 2 Project](#)

**Background:** This On-Call Construction Engineering Services Task Order Agreement will formally approve Olsson to provide construction engineering services for the Wayne Trail – Phase 2 Project for a maximum agreement amount of \$379,552.40. The completion of the construction of this project is estimated to be October 31, 2020.

9. **Discussion regarding the 2019 Clark Street Sewer Extension Project**

10. Discussion regarding City Projects – when to utilize professional services and to what extent

**Background: A few of the last City projects have been subject to staff discretion on when to use professional services and to what degree. Mayor and staff thought it would be a good idea to have a thorough discussion on when Council wants to use professional services, to what degree, and to what leeway these professionals will have to use their discretion to approve acceptable work.**

11. Adjourn

**MINUTES  
CITY COUNCIL MEETING  
December 17, 2019**

The Wayne City Council met in regular session at City Hall on Tuesday, December 17, 2019, at 5:30 o'clock P.M.

Mayor Cale Giese called the meeting to order, followed by the Pledge of Allegiance, with the following in attendance: Councilmembers Dwaine Spieker, Terri Buck, Jon Haase, Jennifer Sievers, Jason Karsky, Matt Eischeid and Jill Brodersen; Attorney Amy Miller; City Administrator Wes Blecke; and City Clerk Betty McGuire. Absent: Councilmember Chris Woehler.

Notice of the convening meeting was given in advance by advertising in the Wayne Herald on December 5, 2019, and a copy of the meeting notice and agenda were simultaneously given to the Mayor and all members of the City Council. All proceedings hereafter shown were taken while the Council convened in open session.

Mayor Giese advised the public that a copy of the Open Meetings Act was located on the southwest wall of the Council Chambers and was available for public inspection. In addition, he advised the public that the Council may go into closed session to discuss certain agenda items to protect the public interest or to prevent the needless injury to the reputation of an individual and if such individual has not requested a public hearing.

Councilmember Buck made a motion, which was seconded by Councilmember Brodersen, to approve the minutes of the meeting December 3, 2019, and to waive the reading thereof. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Woehler who was absent, the Mayor declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

**VARIOUS FUNDS:** AMERITAS, SE, 87.86; AMERITAS, SE, 72.00; AMERITAS, SE, 2882.74; AMERITAS, SE, 109.47; APPEARA, SE, 82.71; ARNIE'S FORD, SU, 40750.00; BAIRD HOLM LLP, SE, 48.55; BATTERY SOLUTIONS, SU, 219.90; BMI, FE, 322.20;

BOMGAARS, SU, 869.29; BORDER STATES INDUSTRIES, SU, 940.72; CHEMQUEST, SE, 695.00; CITY EMPLOYEE, RE, 1540.91; CITY EMPLOYEE, RE, 88.05; CITY EMPLOYEE, RE, 56.38; CITY EMPLOYEE, RE, 3076.34; CITY EMPLOYEE, RE, 3329.15; CITY EMPLOYEE, RE, 96.48; CITY EMPLOYEE, RE, 88.37; CITY OF WAYNE, PY, 86532.57; CITY OF WAYNE, RE, 273.59; CORE & MAIN, SU, 6672.00; CREATIVE DISPLAYS, SU, 122.74; CREDIT MANAGEMENT SERVICES, RE, 183.54; DAS STATE ACCTG-CENTRAL FINANCE, SE, 60.15; EASYPERMIT POSTAGE, SU, 843.17; ED M. FELD EQUIPMENT, SU, 354.00; ENGINEERED EQUIPMENT SOLUTIONS, SE, 1585.40; FLOOR MAINTENANCE, SU, 255.02; FREDRICKSON OIL, SU, 1001.22; FREVERT, BRIAN, RE, 20.00; GODINEZ, EMILY, RE, 55.00; HAWKINS, SU, 539.31; HEIKES AUTOMOTIVE, SE, 110.00; HERITAGE HOMES, RE, 150.00; HILAND DAIRY, SE, 88.74; HUBER TECHNOLOGY, SU, 268.00; HYDRAULIC SALES & SERVICE, SE, 249.25; HYDRO OPTIMIZATION, SE, 17970.00; ICMA, SE, 8002.39; INTERSTATE BATTERY SYSTEM, SU, 127.95; IRS, TX, 9740.90; IRS, TX, 3355.66; IRS, TX, 14348.22; JACK'S UNIFORMS, SU, 89.85; JOHN'S WELDING AND TOOL, SE, 2338.46; KNEIFL, BROOKS, SE, 72.00; KNEIFL, JACOB, SE, 60.00; L.G. EVERIST, SU, 710.43; LESEBERG MASONRY & CONST, SE, 1308.10; LUTT OIL, SU, 5017.62; MACQUEEN EQUIPMENT, SU, 107.69; MAIN STREET GARAGE, SE, 50.95; MARCO, SE, 126.36; MATHESON-LINWELD, SU, 32.75; MATT PARROTT, SU, 267.69; METERING & TECHNOLOGY SOLUTIONS, SU, 12526.96; MIDWEST LABORATORIES, SE, 177.00; MIDWEST TAPE, SU, 189.96; NE DEPT OF REVENUE, TX, 4093.03; NE ECONOMIC DEVELOPERS ASSN, FE, 150.00; NE TURFGRASS ASSOCIATION, FE, 100.00; NPPD, SE, 29195.75; NORTHEAST POWER, SE, 2028.10; NORTHEAST TIRE SERVICE, SE, 120.00; PAC N SAVE, SU, 670.72; PAC N SAVE, SU, 35.14; PENGUIN RANDOM HOUSE, SU, 108.00; PITNEY BOWES, SE, 253.85; QHA CLEANING, SE, 2515.00; QUALITY 1 GRAPHIC, SU, 185.00; QUALITY FOOD CENTER, SU, 126.31; REHAB SYSTEMS, SE, 1000.00; REPCO MARKETING, SU, 48.30; STADIUM SPORTING GOODS, SE, 90.00; STATE NEBRASKA BANK & TRUST, RE, 9421.71; STATE NEBRASKA BANK & TRUST, RE, 13390.00; STATE NEBRASKA BANK & TRUST, RE, 424918.61; STATE NEBRASKA BANK & TRUST, RE, 304760.42; STATE TREASURER OF NE, RE, 799.10; TOTAL GRAPHICS, SU, 180.00; US BANK, SU, 8776.30; VERIZON, SE, 413.32; WATCHGUARD VIDEO, SU, 90.00; WAYNE AUTO PARTS, SU, 759.34; WAYNE COUNTY CLERK, SE, 54.00; WAYNE COUNTY COURT, RE, 150.00; WAYNE HERALD, SE, 336.00; WAYNE HERALD, SE, 829.01; WAYNE VETERINARY CLINIC, SE, 28.00; WAPA, SE, 19224.90; WISNER WEST, SU, 54.98; WORLDPAY INTERGRATES PAYMENTS, FE, 240.69; ADVANCED CONSULTING ENGINEERING SERVICES, SE, 70.00; ALARCON-FLOREY,PERLA, SE, 25.00; BAKER & TAYLOR BOOKS, SU, 816.00; BIG RIVERS ELECTRIC CORPORATION, SE, 157731.59; CITY EMPLOYEE, RE, 69.00; CITY EMPLOYEE, RE, 96.50; CORNHUSKER INTERNATIONAL TRUCKS, SU, 79.55; COTTONWOOD WIND PROJECT, SE, 15334.34; DAVE'S DRY CLEANING, SE, 78.00; EAKES OFFICE PLUS, SE, 158.76; GALE/CENGAGE LEARNING, SU, 74.72; GRANQUIST, CONNIE, SE, 45.00; GROSSENBURG IMPLEMENT, SU, 33.60; HILAND DAIRY, SE, 9.04; HORIZON CONSTRUCTION, RE, 100.00; INGRAM LIBRARY SERVICES, SU, 663.96; INTERSTATE BATTERY SYSTEM, SU, 134.95; MAILFINANCE, SE, 2691.00; MAIN STREET GARAGE, SE, 332.76; MARCO TECHNOLOGIES, SE, 182.96; MIDWEST TAPE, SU, 67.99; MUNICIPAL EMERGENCY SERVICES, SU, 7347.12; NE ECONOMIC DEVELOPERS ASSN, FE, 150.00; OCC BUILDERS, RE, 12367.00; OVERDRIVE, SU, 444.99; PCAN, FE, 50.00; PRONUNCIATOR, SU, 50.00; RADIO EXPRESS, SU, 18044.00; SOOLAND BOBCAT, SU, 1,223.21; STADIUM SPORTING GOODS, SU, 1400.00; STAPLES, SU, 197.80; STEFFEN TRUCK EQUIPMENT, SU, 959.36; T & S TRUCKING, SE, 222.88; US FOODSERVICE, SU, 860.53; WESTRUM LEAK DETECTION, FE, 3800.00; YOUNG, ANTHONY, RE, 150.00

Councilmember Brodersen made a motion, which was seconded by Councilmember Eischeid, to approve the claims. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Woehler who was absent, the Mayor declared the motion carried.

Phill Monahan, Fire Chief, introduced Sumaya Ibrahim and requested Council consideration to approving her membership application to the Wayne Volunteer Fire Department.

Councilmember Eischeid made a motion, which was seconded by Councilmember Karsky, approving the membership application of Sumaya Ibrahim to the Wayne Volunteer Fire Department. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Woehler who was absent, the Mayor declared the motion carried.

David Wiggins, Senior Civil Project Engineer, Leo A Daly, updated the Council on the 2019 Wayne Trail Repair Project. The cost estimate of the project is \$1,505,078. Bidding will take place in mid-February, with construction taking place in May.

Councilmember Eischeid introduced Resolution 2019-73, and moved for its approval; Councilmember Buck seconded.

#### RESOLUTION NO. 2019-73

A RESOLUTION REAFFIRMING THE PROJECT ENGINEER AND APPROVING THE PLANS, SPECIFICATIONS AND ESTIMATE OF COST FOR THE "2019 WAYNE TRAIL REPAIR PROJECT;" AUTHORIZING SUBMITTAL OF THE PLANS AND SPECIFICATIONS TO THE NEBRASKA DEPARTMENT OF TRANSPORTATION AND US ARMY CORPS OF ENGINEERS; AND AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS.

Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Woehler who was absent, the Mayor declared the motion carried.

Cap Peterson with Northeast Nebraska Insurance Agency presented and reviewed the 2020 Property and Casualty Insurance Package. The total package is \$356,694. This is about a 4% increase from last year.

Councilmember Brodersen made a motion, which was seconded by Councilmember Eischeid, approving the 2020 Property & Casualty Insurance Package as presented by Northeast Nebraska Insurance Agency. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Woehler who was absent, the Mayor declared the motion carried.

Luke Virgil, Director of Wayne Area Economic Development, was present representing the LB840 Revolving Loan Fund Review Committee. He stated this Committee met on December 13, 2019, and reviewed a revolving loan fund application to Wayne's Economic Development Program (WEDP) by Johnnie Byrd Brewing Co. Johnnie Byrd Brewing Co. intends to utilize the WEDP Funds to purchase the real estate at 121 Pearl Street and conduct minor improvements at the aforementioned property. Following the meeting with Johnnie Byrd Brewing Co., the Review Committee discussed and took action on the request by Johnnie Byrd Brewing Co. for an LB840 RLF Loan of \$40,000. The LB840 Revolving Loan Fund Review Committed voted unanimously to recommend the following terms for a loan to Johnnie Byrd Brewing Co.:

- Approval of the loan request of \$40,000;
- An interest rate to be set at one half the rate set by the primary lender; and
- A loan repayment period to match the primary lender.

This LB840 Revolving Loan Fund Review Committee is separate from the LB840 Sales Tax Advisory Committee. This committee consists of a CPA, finance administrator from Wayne State College, and a former banker from Wayne.

Greg Ptacek, owner of Johnnie Byrd Brewing Co., was present to answer questions.

Councilmember Spieker made a motion, which was seconded by Councilmember Brodersen, to approve the recommendation of the LB840 Revolving Loan Fund Review Committee for a \$40,000 revolving loan to Johnnie Byrd Brewing Co., with the following terms:

- An interest rate to be set at one half the rate set by the primary lender; and
- A loan repayment period to match the primary lender.

Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Woehler who was absent, the Mayor declared the motion carried.

Mayor Giese declared the time was at hand for the public hearing to consider the Planning Commission's recommendation in regard to amending the Zoning Text, specifically Section 152.139 Parking Regulations, specifically Section (F) Design Standards (6) Schedule of Minimum Off-Street Parking and Loading Requirements. The applicant, Wayne Rentals LLC/Tom Jacobsen, is seeking the request to revert the parking requirement for R-5 Residential back to one parking space per sleeping room.

Joel Hansen, Street and Planning Director, stated that the Planning Commission held a public hearing on this matter on December 2, 2019, and forwarded the following recommendation of approval, with the "Finding of Fact" being staff's recommendation:

- To revert the parking requirement for **R-5 Residential** back to one parking space per sleeping room.

City Clerk McGuire had not received any comments, either verbal or in writing, for or against this public hearing.

Tom Jacobsen was present to answer questions.

There being no further comments, Mayor Giese closed the public hearing.

Councilmember Sievers introduced Ordinance 2019-19, and moved for approval thereof; Councilmember Brodersen seconded.

#### ORDINANCE NO. 2019-19

AN ORDINANCE AMENDING TITLE XV LAND USAGE, CHAPTER 152 ZONING (SUPPLEMENTARY DISTRICT REGULATIONS), SECTION 152.139 PARKING REGULATIONS; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; TO PROVIDE FOR AN EFFECTIVE DATE; AND TO PROVIDE THAT SAID ORDINANCE BE PUBLISHED IN PAMPHLET FORM.

Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Woehler who was absent, the Mayor declared the motion carried.

The second reading will take place at the next meeting.

Administrator Blecke and Joel Hansen, Street & Planning Director, reviewed the changes to Ordinance 2019-17. The changes were as follows:

(5) (a) Exception: used, previously erected or occupied modular or mobile homes seeking approval to move into **or within** the city shall meet all of the above conditions, except divisions (A)(3)(a), (b), (f), (h), (i), (l), (n), (o), (p), (q), (r), and (s) above. Upon inspection, the Building Official may require the owner to comply to any or all of the expected divisions listed above, where justified by inspection results. Appeal of the Building Official's decision shall be presented in writing to the Building Official's office, requesting an appeal to the specific divisions above not accepted by the Building Official, a minimum of ten days prior to the next regularly scheduled City Council meeting.

(b) ~~In addition to the above, once located onsite on a lot in the city, the modular or mobile home owner shall.~~ **In accordance with the exception above, such modular or mobile home owners, excluding those moving from one mobile home park to another within the city limits, after placing the home on a lot within the City shall be required to:**

1. Close/skirt or underpin the area directly under the unit to the ground, including the tongue or towing apparatus if non-detachable;
2. Construct or otherwise provide a landing at all exterior doors a minimum of three feet in any direction;
3. Construct or otherwise provide a set of steps that meet current Building Code regulations;
4. Where indicated by current Building Code, construct a guard and handrails for the above landing and steps;
5. ~~Install at least one egress window in all bedrooms, per current Building Code requirements~~ **Obtain a statement from a licensed electrician the structure is safe to connect to the City's electrical system;**
6. Install GFCI receptacles at all appropriate locations per current NEC requirements;
7. ~~Install minimally battery operated smoke detectors per current Building Code; and~~
- 8.7. **Meet all requirements as set forth in § 152.140 of this code, including tongue or towing mechanism removal and the City's adopted Property Maintenance Code.**

The intent is to make it easier for a trailer in a mobile home park to be moved to another mobile home park. They would still need to fill out a moving permit so that staff is aware of the route that will be taken, etc.

BJ Woehler was present and stated he was opposed to all of the language therein. In addition, he had emailed the following comments to be included in the record:

“The Ordinance as written is likely unenforceable due to the arbitrary application of the law and the overreaching nature of applying international building and property codes to a mobile home. Moreover, there is a disproportionate impact on lower income persons. Mobile homes are by and large occupied by lower income persons or students who struggle to find affordable housing. With the restrictions imposed by this ordinance as well as the overly burdensome inspection and permitting process, you will no doubt contribute to a shortage of low income housing in Wayne.”

After discussion, Councilmember Eischeid introduced Ordinance 2019-17, and moved for approval of the third and final reading thereof as amended and to remove “(t)” from Sub-Section 5(a); Councilmember Karsky seconded.

#### ORDINANCE NO. 2019-17

AN ORDINANCE TO AMEND TITLE XV LAND USAGE, CHAPTER 150 BUILDING REGULATIONS; CONSTRUCTION, SECTION 150.03 MOVING BUILDINGS; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; TO PROVIDE FOR AN EFFECTIVE DATE; AND TO PROVIDE THAT SAID ORDINANCE BE PUBLISHED IN PAMPHLET FORM.

Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Woehler who was absent, the Mayor declared the motion carried.

Councilmember Eischeid introduced Ordinance No. 2019-18, and moved for approval of the third and final reading thereof; Councilmember Buck seconded.

#### ORDINANCE NO. 2019-18

AN ORDINANCE ANNEXING CERTAIN REAL ESTATE TO THE CITY OF WAYNE AND EXTENDING THE CORPORATE LIMITS IN THE SOUTHEAST QUADRANT OF THE CITY OF WAYNE TO INCLUDE SAID REAL ESTATE (LAGE PROPERTY).

Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Woehler who was absent, the Mayor declared the motion carried.

Roger Protzman, representing JEO Consulting Group, Inc., was present and stated that the plans, specifications and opinion of cost for the “Wayne Senior Center Freezer/Pantry Storage Addition Project” are completed and ready for Council review and approval. The estimated construction cost is \$50,000.

Jill Brodersen, Architect on the project, stated she found the brick for the building.

Councilmember Sievers introduced Resolution 2019-74, and moved for its approval; Councilmember Buck seconded.

RESOLUTION NO. 2019-74

A RESOLUTION APPROVING THE PLANS, SPECIFICATIONS AND ESTIMATE OF COST FOR THE “SENIOR CENTER FREEZER/PANTRY STORAGE ADDITION PROJECT,” AND AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS.

Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Woehler who was absent and Councilmember Brodersen who abstained, the Mayor declared the motion carried.

The following Resolution would approve a “Pole Use Agreement” with WayneNet, LLC, who will be laying fiber in the City’s right-of-way and will be providing internet service in the future. They are asking to use the City’s utility poles, mainly in the downtown area, for overhead access until the City resurfaces the alleys. This agreement is very similar to the agreement the City has with American Broadband.

Councilmember Sievers introduced Resolution 2019-75, and moved for its approval; Councilmember Eischeid seconded.

RESOLUTION NO. 2019-75

A RESOLUTION APPROVING POLE USE AGREEMENT BETWEEN THE CITY OF WAYNE AND WAYNENET, LLC.

Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Woehler who was absent, the Mayor declared the motion carried.

The following Resolution would approve an Administrative Services Agreement with ICMA Retirement Corporation for a 4-year term, which would include the reduced fees proposed when staff sought proposals from different retirement investment firms a year ago. ICMA had not advised staff that a new contract would need to be entered into with them before being able to receive the reduced fees. That has now been brought to staff’s attention. Staff and Mayor Giese visited with two of their representatives in Wayne.

Mayor Giese stated while he was unhappy with them not being able to go back and provide the fee reduction for the past year, the offerings they have are very good. Their fees are very cheap.

Councilmember Sievers introduced Resolution 2019-76, and moved for its approval; Councilmember Spieker seconded.

#### RESOLUTION NO. 2019-76

#### A RESOLUTION REAFFIRMING ICMA-RC DEFERRED COMPENSATION RETIREMENT SAVINGS PLAN AND ADOPTING ICMA-RC ADMINISTRATIVE SERVICES AGREEMENT.

Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Woehler who was absent, the Mayor declared the motion carried.

The Northeast Nebraska Economic Development District has provided a “Letter of Intent” which will be sent to the Nebraska Department of Economic Development and give them official notice that the City of Wayne intends to apply for an award through the Community and Civic Center Financing Found Program. Administrator Blecke stated this is the grant he tried to find a way to use for City Hall (new or improvements). Jan Merrill of the Northeast Nebraska Economic Development District has advised the only way we could use this grant for City Hall is to renovate the existing to better accommodate the public (i.e. ADA upgrades). Even if we put on a civic room (i.e. Council Chambers, etc.), she said that portion would not be eligible, as the primary use would be for government. With all of that said, staff started talking at the last mini-retreat about CAC updates. This intent to apply would be for a planning grant to determine what we would like to do with the CAC (remodel, additional space for weights and/or a gym, indoor pool, all of that, or none of that). This only commits us to plan for the facility, not to make the improvements. However, these planning grants tend to put you in very good position to receive full grant funding (up to \$562,000) if you follow through with the planned project.

Councilmember Brodersen made a motion, which was seconded by Councilmember Buck, approving the Letter of Intent directed to the Nebraska Department of Economic

Development to apply for an award through the Community and Civic Center Financing Fund Program. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Woehler who was absent, the Mayor declared the motion carried.

Mayor Giese requested Council consideration to the reappointment of Jill Brodersen, Council Representative – term would expire 12/23, to the Wayne Community Redevelopment Authority.

Councilmember Spieker made a motion, which was seconded by Councilmember Sievers, approving the reappointment of Jill Brodersen, Council Representative, to the Wayne Community Redevelopment Authority. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Woehler who was absent, the Mayor declared the motion carried.

Mayor Giese requested Council consideration to the reappointment of Jon Meyer (at-large citizen) - term would expire 12/23, to the Wayne Community Redevelopment Authority.

Councilmember Spieker made a motion, which was seconded by Councilmember Sievers, approving the reappointment of Jon Meyer (at-large citizen) to the Wayne Community Redevelopment Authority. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Woehler who was absent, the Mayor declared the motion carried.

There being no further business to come before the meeting, Mayor Giese declared the meeting adjourned at 6:47 p.m.



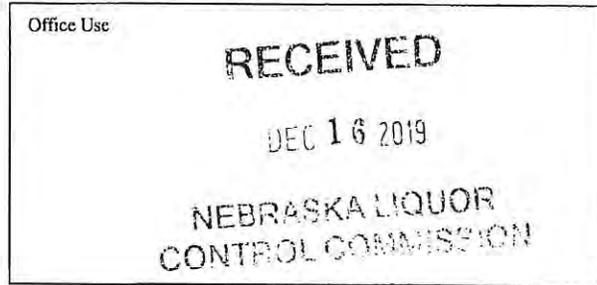
Vendor	Payable Description	Payment Total
ACES	ACES WIND ENERGY SERVICE AGREEMENT	928.29
ADVANCED CONSULTING ENGINEERING SERVICES	BECKENHAUER ESTATES-SET PINS S MAPLE ST	244.68
AMAZON.COM, LLC	DVD	17.99
AMAZON.COM, LLC	DVD'S/GAMES/JANITORIAL/VACCUUM	2,203.17
AMERICAN UNDERGROUND SUPPLY, LLC	STROBE LIGHT/CURB STOP	1,331.56
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 PERCENTAGE	108.65
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 AMOUNT	72.00
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	2,716.78
AMERITAS LIFE INSURANCE	AMERITAS ROTH	80.09
APPEARA	LINEN & MAT SERVICE	151.18
ASCAP	RADIO LICENSE FEE	363.00
BINSWANGER GLASS	DOOR CLOSURE REPAIR	629.00
BLACK HILLS ENERGY	GAS BILLS	1,607.26
BOMGAARS	GREASE/SOLVENT/SHOVEL/BOLTS/PAINT	877.46
BORDER STATES INDUSTRIES, INC	BALLAST BULBS/FIRE RESISTANT CLOTHING	1,050.03
BRENTLINGER, CASEY	YOUTH BASKETBALL REF	27.00
CANIGLIA, KIM	ENERGY INCENTIVE	500.00
CARHART LUMBER COMPANY	BITS/HAMMER/SHOVEL/DRAIN SPOUT/VALVE	369.90
CENTURYLINK	TELEPHONE CHARGES	422.77
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	29.21
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	161.86
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	1,115.84
CITY EMPLOYEE	VISION REIMBURSEMENT	190.00
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	432.17
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	3,112.70
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	23.73
CITY EMPLOYEE	ENERGY INCENTIVE	500.00
CITY EMPLOYEE	VISION REIMBURSEMENT	103.69
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	280.35
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	241.72
CITY OF WAYNE	PAYROLL	84,098.83
CITY OF WAYNE	UTILITY REFUNDS	1,315.86
COLONIAL RESEARCH	DE-ICER SPRAY	160.90
CREDIT MANAGEMENT SERVICES, INC.	PAYROLL DEDUCTION	183.54
DANLADI, PHIMWANALA	YOUTH BASKETBALL REF	90.00
DAS STATE ACCTG-CENTRAL FINANCE	TELECOMMUNICATION CHARGES	448.00
DE BOER, MITCH	ENERGY INCENTIVE	500.00
DEARBORN LIFE INSURANCE COMPANY	VFD INSURANCE	120.90
DEARBORN LIFE INSURANCE COMPANY	LIFE/DISABILITY	2,502.79
DEMCO INC	CD ALBUMS	228.10
DOUBLE J DOORS	DOOR CABLES-SERVICE CALL	90.79
DUTTON-LAINSON COMPANY	ELECTRIC METERS	659.12
EAKES OFFICE PLUS	COPY CHARGES	1,292.13

Vendor	Payable Description	Payment Total
ECHO GROUP INC JESCO	LED PHOTO CELLS	224.78
EISCHEID, MATT	BUILDING PERMIT DEPOSIT REFUND	250.00
FIRST CONCORD GROUP LLC	FLEX FEES	2,841.76
FREDRICKSON OIL CO	TIRES	974.00
GOVERNMENTAL ACCOUNTING	GASB MEMBERSHIP DUES	292.00
GROSSENBURG IMPLEMENT INC	SNOWBLOWER	1,360.00
HAWKINS, INC	BIO-KAT/POLYMER FOR LIFTSTATIONS/CHLORINE	2,315.83
HEIKES AUTOMOTIVE LLC	WIRING KIT FOR WINDSHIELD WASHER/TOWING	223.50
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	180.22
HYDRAULIC SALES & SERVICE	CYLINDER WELD	85.00
HYDRO OPTIMIZATION	FIELD LABOR/ANALOG CARD	1,604.92
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	7,963.34
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	10,867.37
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	28.88
INTERSTATE BATTERY SYSTEM	BATTERIES	447.80
IRS	FICA WITHHOLDING	14,955.36
IRS	FEDERAL WITHHOLDING	13,815.61
IRS	MEDICARE WITHHOLDING	3,497.58
IRS	FICA WITHHOLDING	19.90
IRS	MEDICARE WITHHOLDING	4.66
JEO CONSULTING GROUP	SENIOR CENTER ADD./TRANSMISSION MAIN/MASTER AGMT	4,664.06
KAY CONTRACTING, INC	EXCAVATE SEWER LINE-CLARK ST	18,926.40
KELLY SUPPLY COMPANY	CHECK VALVE	373.34
LENIHAN, JOSEPH	ENERGY INCENTIVE	500.00
LEO A DALY	TRAIL RESTORATION	14,850.00
MAIN STREET GARAGE, LLC	BLINKER REPAIRS	175.45
METERING & TECHNOLOGY SOLUTIONS	SENSUS ERT WATER METERS	3,167.20
MICHAEL TODD & CO INC	STREET SIGNS	905.72
MIDWEST SERVICE & SALES	SNOWPLOW BLADE	113.00
MILO MEYER CONSTRUCTION	BLADE DIRT FOR OLD POOL	2,032.50
NE DEPT OF REVENUE	STATE WITHHOLDING	4,935.49
NE DEPT OF REVENUE	STATE WITHHOLDING	0.60
NE EMERGENCY SERVICE	NESCA MEMBERSHIP DUES	75.00
NE PUBLIC HEALTH ENVIRONMENTAL LAB	FLUORIDE/COLIFORM TESTING	309.00
NEBRASKA RECYCLING COUNCIL	DUES	200.00
NORTHEAST POWER	ELECTRICITY/FERC LITIGATION	5,494.94
NORTHEAST POWER	WHEELING CHARGES	19,171.64
NOVA FITNESS EQUIPMENT	PREVENTATIVE MAINTENANCE	472.75
POLICE OFFICERS' ASSOCIATION OF NE	MEMBERSHIP DUES	105.00
QUALITY FOOD CENTER	WATER/COFFEE/PLATES	51.97
SCHLICKBERND, MIKE	ENERGY INCENTIVE	123.93
SD MYERS, LLC	OIL TESTING	348.00
SIRCHIE	DRUG TESTING KITS	286.55
SKARSHAUG TESTING LAB INC	CLEAN AND TEST GLOVES	180.59
STADIUM SPORTING GOODS	FIRE JACKETS/EMBROIDERY	326.00

<b>Vendor</b>	<b>Payable Description</b>	<b>Payment Total</b>
STAPLES, INC	OFFICE SUPPLIES	149.21
STATE NEBRASKA BANK-PETTY CASH	LIBRARY PETTY CASH	96.06
SUBSURFACE SOLUTIONS	CONNECTION LEADS	168.52
SUDBECK, MATT	BUILDING PERMIT DEPOSIT REFUND	100.00
US FOODSERVICE, INC.	SENIOR CENTER NOON MEAL SUPPLIES	849.23
VIAERO WIRELESS	CELL PHONE	68.36
WAYNE AREA ECONOMIC DEVELOPMENT	LB840 ADMINISTRATION	5,000.00
WAYNE COUNTY COURT	BOND	150.00
WAYNE COUNTY COURT	BOND	150.00
WBDA	PAID TO INCORRECT PROGRAM	80.00
WISNER WEST	FD GASOLINE	200.79
Y & Y LAWN SERVICE LLC	SPRING/FALL FERTILIZER	380.00
	<b>Grand Total:</b>	<b>258,716.85</b>

**MANAGER APPLICATION  
INSERT - FORM 3c**

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
Website: [www.lcc.nebraska.gov](http://www.lcc.nebraska.gov)



**MUST BE:**

- ✓ Include copy of US birth certificate, naturalization paper or current US passport
- ✓ Nebraska resident. Include copy of voter registration card or print out document from Secretary of State website
- ✓ Fingerprinted. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application
- ✓ 21 years of age or older

Name of Corporation/LLC: Cobblestone Hotel Wayne Hospitality Group LLC

Liquor License Number: 098321 Class Type \_\_\_\_\_ (if new application leave blank)

Premise Trade Name/DBA: Wayne Hospitality Group LLC

Premise Street Address: 505 Tomar Dr.

City: Wayne County: Wayne Zip Code: 68787

Premise Phone Number: 402-833-1300

Premise Email address: Gm.NE1300@staycobblestone.com

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information [here](#).

*Kenneth K. [Signature]* Managing Member  
**SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER**  
(Faxed signatures are acceptable)

Manager's information

Last Name: Stolze First Name: Cindi MI: L.

Home Address: 1304 Dakota St.

City: Emerson County: Thurston Zip Code: 68733

Home Phone Number: 712 281 1141

Driver's License Number & State: G70011508 NE

Social Security Number: \_\_\_\_\_

Date Of Birth: 10-14-64 Place Of Birth: Sioux City, IA

Email address: huggystubby@gmail.com

Spouse information

YES  NO

Spouse information

Spouses Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Driver's License Number & State: \_\_\_\_\_

Date Of Birth: \_\_\_\_\_ Place Of Birth: \_\_\_\_\_

APPLICANT'S

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Cobblestone Hotel	2019	2019	Wayne, NE		
Emerson Hubbard School	2017	2019	Emerson, NE		
U.S. Census	2019	2019	Lincoln, NE		
Wakefield Senior Center	2009	2019	Wakefield, NE		

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2009	2019	Wakefield Senior Center	Jerry Nicholson	402 369 0105
2019	2019	Emerson Hubbard Schools	Lyndsay Bundelette	402 712-899-4129

**1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.**

**Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.**

Has anyone who is a party to this application, or their spouse, **EVER** been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea, **include traffic violations**. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

YES       NO

If yes, please explain below or attach a separate page.

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

YES       NO

**IF YES,** list the name of the premise(s):

\_\_\_\_\_

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business?

YES       NO

4. List the alcohol related training and/or experience (when and where) of the person making application.

\*NLCC Training Certificate Issued: \_\_\_\_\_ Name on Certificate: \_\_\_\_\_

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)

\*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:

5. Have you enclosed form 147 regarding fingerprints?

YES       NO

The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec §53-131.01) Nebraska Liquor Control Act.

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has NO interest directly or indirectly, a spousal affidavit of non-participation may be attached.

The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate, or fraudulent.

**Applicant Notification and Record Challenge:** Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

*Cindi L Stolze*

Signature of Manager Applicant

Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska

County of Wayne

The foregoing instrument was acknowledged before me this

13, December, 2019 date

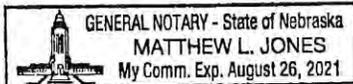
by Cindi Stolze Stolze

NAME OF PERSON BEING ACKNOWLEDGED

*Matthew L. Jones*  
Notary Public signature

8-26-2021

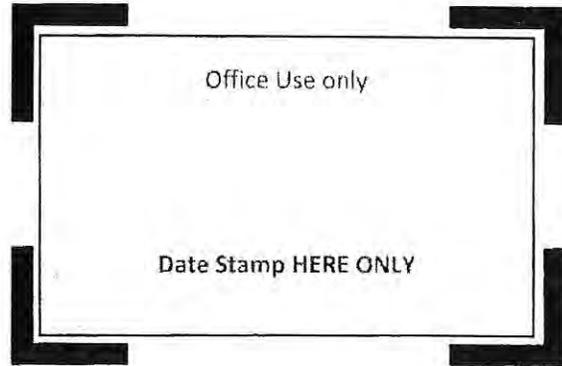
Affix Seal



In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

**PRIVACY ACT STATEMENT/  
SUBMISSION OF FINGERPRINTS /  
PAYMENT OF FEES TO NSP-CID**

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
Website: www.lcc.nebraska.gov



**THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:**

**DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:**

- FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE
- Fee payment of \$45.25 per person MUST be made DIRECTLY to the Nebraska State Patrol;  
It is recommended to make payment through the NSP PayPort online system at [www.ne.gov/go/osp](http://www.ne.gov/go/osp)  
Or a check made payable to NSP can be mailed directly to the following address:  
\*\*\*Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License\*\*\*  
The Nebraska State Patrol – CID Division  
3800 NW 12<sup>th</sup> Street  
Lincoln, NE 68521
- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID  
*Applicant(s) will not have cards to include with license application.*
- Fingerprints taken at local law enforcement offices may be released to the applicants;  
*Fingerprint cards should be submitted with the application.*

***Applicant Notification and Record Challenge:*** *Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating a FBI identification record are set forth in Title 28, CFR, 16.34.*

Trade Name: Cobblestone Hotel

Name of Person Bring Fingerprinted: Cindi Stolze

Date of Birth: 10-14-1964 Last 4 SSN: 4231 Date fingerprints were taken: 12-13-19

Location where fingerprints were taken: Wayne Police Station

How was payment made to NSP?

NSP PAYPORT  CASH  CHECK SENT TO NSP CK # \_\_\_\_\_

My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES

Cindi L Stolze  
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED







**Important Message:**  
If you have recently moved, please use the **Polling Place** feature. Locate Your Polling Place with the street and city address of your new/current residence.

[HOME](#)

[REGISTRATION INFORMATION](#)

[POLLING PLACE](#)

[PROVISIONAL BALLOT](#)

[ABSENTEE BALLOT](#)

Select Language ▼

## Registrant Search Information

### Registrant Detail

<b>Name:</b>	Cindi L Stolze
<b>Party:</b>	Democratic
<b>Polling Place:</b>	Emerson/Hubbard Public High School 109 W. 3rd Street Emerson, NE 68733

### Districts

<b>DISTRICT NAME</b>	<b>DISTRICT TYPE</b>
Northeast NE PPD Subd 4	Public Power District
Legislative District 17	Legislative District
PSC District 4	Public Service Comm District
State Board of Education Dist3	State Board of Education
County Judge Dist 6	Judge of County Court Dist.
District Judge, Dist 6	Judge of Distict Court Dist.
Supreme Court Judge Dist 3	Judge of Supreme Court Dist.
Board of Regents District 3	Board of Regents
Emerson-Hubbard Public Schools	School District
Northeast Com College Dist 4	Community College District
U.S. Congressional District 1	U.S. Congressional District
Perry Township	Township Board
Emerson Village	Village Board
Lower Elkhorn NRD SubD 7	Natural Resources District
Appeals Court Judge Dist 3	Judge of Appeals Court Dist.
Lower Elkhorn NRD At Large	Natural Resources District
ESU 1 District 6	ESU District
Nebraska PPD SubD 11	Public Power District
Supervisor District 7	County Board (Commis./Superv)

[Voter View Mobile](#)

[Registration Information](#) [Polling Place](#) [Provisional Ballot](#) [Absentee Ballot](#)

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© Voter View 3.3.1480.0

[Back to Top](#)

**Betty McGuire - City council mtg.**

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**From:** "Jeanine A Grove (CENSUS/PFLD FED)" <jeanine.a.grove@2020census.gov>  
**To:** "betty@cityofwayne.org" <betty@cityofwayne.org>  
**Date:** 12/23/2019 1:35 PM  
**Subject:** City council mtg.

---

I would like to speak at the Jan. 7th Wayne City Council meeting about the upcoming 2020 Census and the importance of the data collected.

Jean Grove  
Recruiting Assistant  
2020Census  
712-251-6372

---

Sent from Workspace ONE Boxer

**ORDINANCE NO. 2019-19**

**AN ORDINANCE AMENDING TITLE XV LAND USAGE, CHAPTER 152 ZONING (SUPPLEMENTARY DISTRICT REGULATIONS), SECTION 152.139 PARKING REGULATIONS; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; TO PROVIDE FOR AN EFFECTIVE DATE; AND TO PROVIDE THAT SAID ORDINANCE BE PUBLISHED IN PAMPHLET FORM.**

BE IT ORDAINED by the Mayor and Council of the City of Wayne, Nebraska:

Section 1. That Title XV, Chapter 152, Section 152.139 of the Wayne Municipal Code is hereby amended to read as follows:

**§ 152.139 PARKING REGULATIONS.**

*(A) Parking, storage or use of recreational equipment.*

(1) All recreational equipment shall be parked behind the building line except for a period not to exceed 72 consecutive hours for purposes of loading and unloading. The building line of a residential dwelling on a corner lot fronts the street that the dwelling is addressed to. No recreational equipment shall be used for living, sleeping or housekeeping purposes in excess of 30 days in a 60-day period when parked or stored on a residential lot or on any location not approved for such use.

(2) Council may consider granting a waiver upon individual application for recreational equipment in parking spaces existing prior to the passage and approval of this section and based upon the parking surface and the distance from the street in connection with traffic hazards.

*(B) Minimum off-street parking and loading requirements.*

(1) Off-street motor vehicle parking and loading space shall be provided on any lot, or the terrace adjacent to the lot, on which any of the indicated structures and uses are hereafter established. These requirements are thus only applicable to construction of a new structure (regardless of whether or not another building previously existed on the property), when a structure's use changes from one use (as listed in the schedule of minimum off-street parking and loading requirements in this chapter) to another, or to any existing multiple family structure to which an addition is constructed that results in more dwelling units than existed prior to the addition. Such space, as defined in § 152.010 of this chapter, shall be provided with vehicular access to a street or an alley. A required loading space shall include a ten-foot by 50-foot space with a minimum of 14 feet of height clearance. The loading space shall be so located as to avoid undue interference with public use of streets, alleys and walkways. Minimum off-street parking and loading requirements, which shall be applicable in all zoning districts to the structures and uses indicated, shall be set forth in the following schedule of minimum off-street parking and loading requirements. If minimum off-street parking required in the schedule cannot be reasonably provided on the same lot, or the terrace adjacent to the lot, on which the principal

structure or use is conducted in the opinion of the Board of Adjustment, the Board may permit such space to be provided on other off-street property, provided that such space lies within 400 feet of the entrance to such principal structure or use. Non-residential uses in the B-2 District shall be exempt from these parking and loading requirements.

(2) For purposes of this division, terrace parking shall be considered off-street parking.

(3) Any corner lot located in a residential zoning district shall only use the terrace adjacent to one of the lot's front yards for terrace parking. Terrace parking constructed before May 1, 2013 or designed through a building permit approved by May 1, 2013 shall be exempt from this restriction on a corner lot.

(4) Shared Parking. In meeting the requirements of the Schedule of minimum off-street parking and loading requirements, adjacent land uses, lots or sites, as well as uses on the same property may share parking under the following conditions and standards:

a) All landowners participating in the shared parking shall execute the necessary cross-access easements which shall exist for the duration of the grantee's use to facilitate shared parking and record all documents for the easements with the County unless the uses are on the same property under common ownership.

b) A written agreement for the joint use of parking facilities shall be executed by the parties and approved by the City unless the uses are on the same property under common ownership.

c) All shared parking spaces shall be within a reasonable proximity of the main entrance of any building sharing the parking and provide direct pedestrian access to the entrance either by way of pedestrian alleys and passes, or by way of public sidewalks in the streetscape. In general, locations greater than 600' shall not qualify unless exceptional circumstances justify.

d) Parking requirements shall be the cumulative requirements of the uses sharing the parking, except where different categories of uses (Retail or Service, Employment, Civic, or Residential) are participating in the sharing agreement and are likely to generate distinctly different times of peak parking demand. The following table is a base guide for shared parking. Each use should provide a percentage of parking required by these regulations according to the Shared Parking Schedule below. Whichever time period requires the highest total parking spaces among the various uses should be the amount of parking provided subject to the shared parking agreement. Alternative parking allocations may be approved by the City Council based on industry data or other sufficient evidence and analysis of peak parking demands for specific uses.



c) Parking or driveway surface shall have the curb ground or sawed out the entire parking or drive-way width. Exception: when proposed parking is parallel to the curb and there are two approach or driveway curb inlet and outlet ramps.

d) Parking surfaces located in the terrace shall be large enough and shall be required to have a parking barrier to prevent vehicles from overhanging the curb or sidewalk. The minimum size of a parking stall surface shall be a nine-foot by 20-foot rectangle.

e) Terrace parking shall not interfere with the intersection site triangle of this code.

f) Driveway surfaces shall include all of the terrace right-of-way from the street back of curb to the property line.

g) Terrace parking and driveway surfaces shall be excavated a minimum of four inches deeper than the surrounding terrain or unpaved surface.

h) Parking or driveway surfaces at the back of curb line shall be excavated to the same depth as the abutting street depth a minimum of 12 inches wide the entire width of the parking surface or driveway.

i) Parking or driveway surfaces shall be placed on a minimum of two inches of compacted sand or gravel material.

j) Proposed parking or driveway surface property owner shall first obtain a curb grind permit and/or driveway apron construction permit.

(2) *Interior of the lot.*

a) Parking or drive surfaces interior of the property shall be material other than dirt, grass or weeds, as identified below:

1. Concrete;
2. Asphalt;
3. Bricks;
4. Concrete pavers;
5. Aggregate (but not pea gravel, road gravel, sand or other aggregates symmetrical or round in nature less than one and one-half inches in diameter);
6. Fractured concrete; and
7. Cinders.

b) All of the above materials (except divisions (C)(2)(a) and (C)(2)(b) above) shall be contained within a suitable barrier of sufficient height (e.g., landscape timber, railroad ties, landscaping blocks, lumber, but excluding tires) that retain the material, and shall conform to the abutting surface topography, sufficiently anchored to resist movement, and must retain the parking surface material from spreading into the street, alleys or abutting vegetative areas.

c) No weeds, grass or other vegetation shall be allowed within the defined area of parking or driveway surfaces.

d) Entire parking or driveway surface shall be evenly surfaced or covered so that at no time is the underlying dirt visible.

(D) *Asphalt, concrete.* Any new single family type residential dwellings built after 6-15-2006 shall have all driveway areas and parking areas constructed of asphalt or concrete.

(E) *Curb ground, drive surface.* All driveway entries from the paved street shall have the curb ground or removed and a drive surface installed to the front property line.

(F) *Design standards for parking lots.*

(1) *Definitions.* For the purpose of this division (F), the following definitions shall apply unless the context clearly indicates or requires a different meaning.

***PERMANENT PARKING SURFACES.*** Any of the four surfaces allowed in division (F)(4)(b) below.

(2) *Drainage.*

a) All permanent parking lots shall be designed to develop proper site drainage. Proper site drainage is required to dispose of all storm water that is accumulated on the site.

b) If a new permanent parking lot containing 6,000 square feet or more is located within 150 feet or reasonably accessible to a storm sewer or other drainageway, including open channels and creeks, but excluding gutters, the following standards shall apply:

1. The permanent parking lot must be graded and surfaced such that storm water runoff from the site is collected on the site by a parking lot drainage system and carried to an approved public storm sewer system, and not allowed to discharge through the driveway entrances and exits onto the public way. Proposed finish elevation of the parking lot must be indicated on appropriate plans; and

2. All parking lots shall be graded as to eliminate standing water on site to reduce or eliminate the silt run off from the lot onto the street or into the public storm water conveyance system. Non-permanent parking surfaces shall only be allowed that do not cause silt or other

debris to travel onto the street or into the public storm water conveyance system, providing that no vegetation growth occurs interior of parking surfaces (i.e., weeds or other volunteer growth).

(3) *Parking barriers.*

a) *Required.* Approved parking barriers must be provided around parking lots to prevent the parking of vehicles overhanging the sidewalk space, public alley or other public property and adjacent residential property. Approved barriers are also required as necessary to protect any required landscaping or landscape screen planting.

b) *Approved barriers.* Approved barriers include the following type of barriers. Other barriers may be approved, subject to the approval of the city:

1. Poured concrete curb, nominal six inches by six inches exposed;
2. Fence (minimum 30-inch height), wire fabric, solid wood, post and rail;
3. Masonry or concrete wall (minimum 30-inch height);
4. Guard rail;
5. Post and cable; and
6. Precast concrete barriers, firmly and permanently anchored.

c) *Location.* Barriers must be located to contain the parking within the approved parking lot. When a concrete curb is used as a barrier for perpendicular or angle parking, it must be offset at least two feet from the edge of the parking lot to allow for the front overhang of the vehicle. Other type barriers may be located at the edge of the parking lot.

(4) *Parking layout and markings.*

a) The developer shall submit to the city for review and approval, a detailed and accurately scaled parking lot layout, clearly showing the location of parking spaces and aisles, all conforming to city standards. Upon construction of the parking lot, the parking spaces must be marked on the parking lot surface according to city standards to the extent that those spaces are required in connection with a development. Spaces not required for a development need not be marked, or may be marked to lesser standards. Handicapped parking stalls required by state statutes shall be designed and signed per ADA standards.

b) All permanent parking lots shall be surfaced with one of the following minimum cross sections:

1. Five inches of Class A portland cement concrete;
2. Six inches of asphaltic concrete;

3. Four inches of aggregate (i.e., crushed rock, crushed concrete, slag or other material that cannot be displaced or easily moved by storm water run-off); and

4. Paving bricks or blocks, subject to approval of the city.

(5) *Surfacing.* The non-permanent parking lot may be surfaced as approved by the city, and shall be maintained in a dust free condition. It should be noted that the above alternatives are designed only to serve as minimum standards. In situations where moderate to heavy truck loads are anticipated, the structural load capacity of the surfacing should be analyzed and designed accordingly. In such instances, a thicker or reinforced section may be desirable.

(6) *Schedule of minimum off-street parking and loading requirements.*

<i>Structures and Uses</i>	<i>Minimum Off-Street Parking Regulations</i>	<i>Minimum Off-Street Loading Requirements</i>
Bed and breakfast guest home	1 space per rental guest room	None
Bowling alleys	4 spaces per alley	1 space per establishment
Child care centers	1 space per employee plus 1 space per each 10 persons of licensed capacity	1 space per 10 children
Churches, synagogues and temples	1 space per 4 seats in main unit of worship	None required
Eating and drinking places	Parking spaces equal to 30% of capacity in persons	1 space per establishment
Education uses	Parking spaces equal to 40% of capacity in students	2 spaces per structure
Education uses, nursery and primary	Parking spaces equal to 20% of capacity in students	2 spaces per structure
Funeral homes and chapels	8 spaces per reposing room	1 space per establishment
Hospitals	1 space per 2 beds	2 spaces per establishment
Hotels & Motels	1 space per rental unit	1 space per establishment
Industrial uses	1 space per 2 employees on largest shift	2 spaces per establishment
Libraries	1 space per 500 square feet floor area	1 space per structure
Medical clinics	5 spaces per staff, doctor or dentist	None required
Mobile home park	2 spaces per dwelling unit	None required
	1 space per 500 square feet floor	

<i>Structures and Uses</i>	<i>Minimum Off-Street Parking Regulations</i>	<i>Minimum Off-Street Loading Requirements</i>
Private clubs and lodges	area	1 space per establishment
Residential structures (multiple family and townhouse)	1 space per sleeping room, plus 1 space per dwelling unit <b>for all units not located in R-5</b>	None required
Residential structures (single-family and two-family)	2 spaces per dwelling unit	None required
Retail sales establishment	1 space per 250 square feet sales floor area	1 space per establishment
Roadside stands	4 spaces per establishment	None required
Sanitariums, rest home service, convalescent	1 space per 3 beds, plus 1 space per employee	1 space per establishment
Service establishment	1 space per 350 square feet gross floor area	None required
Theaters, auditoriums, places of assembly	1 space per 5 people in design capacity	1 space per establishment
Veterinary establishment	3 spaces per staff doctor	None required
Wholesale and distribution operations	1 space per 2 employees on largest shift	1 space for every 10,000 s.f. gross floor area with a maximum of 2 spaces

(2002 Code, § 90-710) (Ord. 93-11, passed 9-28-1993; Ord. 2001-19, passed 11-27-2001; Ord. 2002-17, passed 12-17-2002; Ord. 2006-10, passed 9-12-2006; Ord. 2007-26, passed 1-15-2008; Ord. 2009-17, passed 7-21-2009; Ord. 2012-60, passed 12-18-2012; Ord. 2013-11, passed 2-19-2013; Ord. 2013-29, passed 6-18-2013; Ord. 2014-37, passed 12-16-2014; Ord. 2017-22, passed 8-1-17).

Section 2. That the Planning Commission held a public hearing on December 2, 2019, regarding this matter, and have recommended approval thereof subject to the following “Finding of Fact:” Staff’s recommendation.

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby amended and repealed.

Section 4. This ordinance shall take effect and be in full force from and after its passage, approval, and publication or posting in pamphlet form as required by law.

PASSED AND APPROVED this \_\_\_\_\_ day of January, 2020.

THE CITY OF WAYNE, NEBRASKA

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

RESOLUTION

SIGNING OF CONSTRUCTION ENGINEERING AGREEMENT – BK1959

City of Wayne

Resolution No. 2020-1

**Whereas:** City of Wayne is developing a transportation project for which it intends to obtain Federal funds;

**Whereas:** City of Wayne as a sub-recipient of Federal-Aid funding is charged with the responsibility of expending said funds in accordance with Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of the Federal-aid project;

**Whereas:** City of Wayne and Olsson, wish to enter into a Professional Services Agreement to provide construction engineering services for the Federal-aid project.

**Be It Resolved:** by the City Council of the City of Wayne that:

Cale Giese, Mayor of the City of Wayne, is hereby authorized to sign the attached preliminary engineering services agreement between City of Wayne, Nebraska and Olsson,

NDOR Project Number: STPB-90(4)

NDOR Control Number: 31777

NDOR Project Description: Wayne Trail—Phase 2

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2019 at \_\_\_\_\_ Nebraska.  
(Month)

The City Council of the City of Wayne, 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:

\_\_\_\_\_  
Signature City Clerk

Task Order Agreement No.	BK1959
Master Agreement No.	BK1811
Effective (NTP) Date	
Task Order Amount	SRC \$379,552.40

## ON-CALL CONSTRUCTION ENGINEERING SERVICES TASK ORDER AGREEMENT LPA PROJECTS

CITY OF WAYNE  
OLSSON  
PROJECT NO. STPB-90(4)  
CONTROL NO. 31777  
WAYNE TRAIL – PHASE 2

**THIS AGREEMENT** is between the CITY OF WAYNE ("LPA") and OLSSON ("Consultant"); collectively referred to as the "Parties".

**WHEREAS**, Consultant entered into an On-Call Professional Services Master Agreement No. BK1811 "Master Agreement, with the Nebraska Department of Transportation ("State") wherein Consultant agreed to provide Construction Engineering services ("Services") for future Federal-aid transportation projects when selected by LPA or State, and

**WHEREAS**, plans, special provisions, and standard specifications are being completed for the letting and construction of a federal-aid transportation related project, and

**WHEREAS**, LPA desires that this project be developed and constructed under the designation of Project No. STPB-90(4) and formally authorizes the signing of this Agreement, as evidenced by the Resolution of LPA dated \_\_\_\_\_ day of \_\_\_\_\_, 2019, attached as Exhibit "C" and incorporated herein by this reference, and

**WHEREAS**, LPA, or State on LPA's behalf, selected Consultant to provide professional services for the project identified as Project No. STPB-90(4), and

**WHEREAS**, the Parties wish to enter into a task order agreement ("Task Order"), to provide for the completion of the Services for the project for which Consultant has been selected, and

**WHEREAS**, Consultant and LPA intend that the Services provided by Consultant comply with all applicable federal-aid transportation project related program requirements so that Consultant's costs under this Task Order will be eligible for federal reimbursement, and

**WHEREAS**, the LPA and Consultant intend that this Task Order be completed in accordance with the terms and conditions of the Nebraska LPA Guidelines Manual for Federal Aid Projects; hereinafter referred to as LPA Manual. The LPA Manual is a document approved by the Federal Highway Administration (FHWA) that sets out the requirements for local federal-aid projects to be eligible for federal reimbursement; the LPA Manual can be found in its entirety at the following web address: <http://dot.nebraska.gov/media/6319/lpa-guidelines.pdf>, and

**WHEREAS**, Consultants primary contact for LPA's project is LPA's Responsible Charge when LPA is managing the project, and

**WHEREAS**, Consultant's primary contact for LPA's project is State's Project Coordinator when State is managing the project on behalf of LPA, and

**WHEREAS**, Consultant's primary contact for State's project is State's Project Coordinator,

WHEREAS, the Parties understand that State is involved in this federal-aid project on behalf of the FHWA only for issues related to the eligibility of the project for reimbursement of project costs with federal-aid funds.

NOW THEREFORE, in consideration of these facts, Consultant and State agree as follows:

**SECTION 1. CONTACT INFORMATION**

Contact information, for the convenience of the Parties, is as follows:

1.1 Consultant Project Manager

Firm Name	Olsson
Address	601 P St. #200, Lincoln, NE 68508
Project Manager's Name	Brian Jueneman
Project Manager's Phone	402-458-5617

1.3 State Project Coordinator

Name	Scott Brummond
Phone Number	402-375-7071

1.4 LPA PL

Name	Joel Hansen
Phone Number	402-375-1733

1.5 State Agreements Specialist

Name	Dawn Knott
Phone Number	402-479-4414

**SECTION 2. NOTICE TO PROCEED AND COMPLETION SCHEDULE OF THE SERVICES**

- 2.1 State, on behalf of LPA, is authorized to issue Consultant a written Notice-to-Proceed upon 1) full execution of this Task Order, 2) State's determination, on LPA's behalf, that federal funding approval has been obtained for the project and 3) State's concurrence that the form of this Task Order is acceptable for federal funding eligibility.
- 2.2 As provided in Section 8 of the program agreement between State and LPA for this project, State, on behalf of LPA, may issue an early notice to proceed when necessary upon determination that federal funding approval has been obtained for the project.
- 2.3 In the event that prior to the Effective Date of this Task Order, Consultant is issued a Notice-to-Proceed and Consultant began work, Consultant will be paid for such work in accordance with this Task Order and the Parties are bound by this Task Order as if the work had been completed after the Effective Date of the Task Order.
- 2.4 Invoiced charges for services performed by Consultant on the project prior to the date specified in the written Notice to Proceed will not be paid.
- 2.5 Consultant shall complete all the Services under this Task Order within 60 calendar days from the construction completion date stated on the DR Form 91 "Notification of Contract Completion." Consultant shall invoice the work within 105 calendar days of the construction completion date. The completion of the construction of this project is estimated to be October 31, 2020 and is subject to change. State's Construction Division Project Coordinator must approve any exception to this deadline. If justification is approved, a time extension will be granted. Any costs incurred by Consultant after the completion deadline will not be eligible for federal funding reimbursement.

**SECTION 3. DURATION OF THE TASK ORDER (Matches Construction Project Lifespan )**

- 3.1 *Effective Date* – This Task Order is effective when executed by the Parties.

- 3.2 Expiration Date -- This Task Order expires when State has (a) completed the project final audit and cost settlement or (b) waived the requirement of a financial audit.
- 3.3 Duration of the Task Order -- This Task Order duration is from the Effective Date to the Expiration Date. The Task Order duration is "specified" under Neb. Rev. Stat. § 73-506 to the period of time necessary for a Consultant to complete the applicable phase or phases of the development of this particular federal, state or locally funded construction project, including when applicable, the time during construction of the project.
- 3.4 Identifying Date -- This Task Order may be identified by the date LPA signed the Task Order.
- 3.5 Termination or Suspension -- LPA, or State on LPA's behalf, reserves the right to terminate or suspend this Task Order at any time for any of the reasons provided herein.

**SECTION 4. TASK ORDER SCOPE OF SERVICES (CE)**

- 4.1 Upon receiving a written notice to proceed from State, on behalf of LPA, Consultant must complete the Services in accordance with all federal-aid reimbursement requirements and conditions. The entire Scope of Services for this Task Order includes SECTION 5. SCOPE OF SERVICES of the Master Agreement, and the Scope of Services as set out in Exhibit "A", attached and incorporated herein by this reference. This Task Order Scope of Services will govern over any contrary language in the Scope of Services of the Master Agreement.
- 4.2 The Scope of Services in Exhibit "A" is the result of the following process:
  - 4.2.1 Consultant was provided the detailed proposed Scope of Services for this project
  - 4.2.2 Consultant made necessary and appropriate proposed additions, deletions, and revisions to the detailed Scope of Services document.
  - 4.2.3 Consultant participated in a review of the proposed Scope of Services and the proposed revisions, and negotiated the final detailed Scope of Services and Fee Proposal document, which is attached as Exhibit "A".
- 4.3 Exhibit "A" sets out the Services reasonably necessary for Consultant Services to adequately observe, monitor, inspect, measure, manage, document and report so that LPA's project is constructed by the contractor in compliance with the Construction Contract Documents and "the Manuals" (as defined in the Basic Scope of Services set out in the Master Agreement), State and Federal law, rule or regulation and policy.
- 4.4 Upon receiving a written notice to proceed from State on behalf of LPA, Consultant shall complete the Services required under this Task Order and in accordance with the terms of the Master Agreement.
- 4.5 Additional Requirements:
  - 4.5.1 Consultant shall advise the LPA, or State on behalf of LPA, when it appears any Disadvantaged Business Enterprise (DBE) working on the project is in need of assistance.
  - 4.5.2 Consultant shall make every effort to assist the Contractor or any Subcontractor in interpreting Project Plans, Special Provisions, Standard Specifications, other Construction Contract Documents, or the Manuals.
  - 4.5.3 Consultant shall be present at the project site or available locally beginning on the date specified in the notice to proceed to the contractor, unless project work has not begun at the site; or, with at least 24 hours' notice, at any prior date when contract work begins or when materials are delivered to the project that need to

- be tested, sampled or inspected to verify conformance to the requirements of the Construction Contract Documents.
- 4.5.4 Consultant shall promptly review and approve or reject all construction work on the project, with the right, but not the duty, for State and FHWA to review for compliance or funding eligibility.
- 4.5.5 Consultant shall submit to State, and to LPA if LPA is the primary point of contact, two copies weekly of all reports of field tests performed by Consultant. Consultant shall take prompt and appropriate action to reject or cause Contractor to remedy the work or materials that do not conform to the contract documents. Additionally, Consultant shall promptly notify State, and LPA if LPA is the primary point of contact, of work that does not conform to the contract documents.
- 4.5.6 Consultant shall comply with all Federal, State and local laws, rules or regulations, policies or procedures, and ordinances applicable to the work contemplated in this Task Order.
- 4.5.7 Project time delays attributed solely to the Contractor will constitute a basis for a request for an equivalent extension of time for Consultant. The Parties agree that federal reimbursement of extra compensation must be approved in advance as described in Exhibit "A", attached and incorporated herein by this reference.
- 4.5.8 Consultant shall complete the sampling and testing type, method and frequency according to the current State of Nebraska Manuals, including the Materials Sampling Guide and the State Standard Methods of Tests ([www.transportation.nebraska.gov](http://www.transportation.nebraska.gov)), and the Construction Contract Documents. For sampling or testing issues or situations that are not covered in the Construction Contract Documents or the Manuals, Consultant shall notify LPA, or State on behalf of LPA, provide its advice and request that LPA, or State on behalf of LPA, decide what testing type, method or frequency should be applied for this project. Any test methods or procedures that are proposed to be used and are not covered by State procedures must receive prior concurrence for use from State and FHWA.
- 4.5.9 Any person logging onto the NDOT network with a VPN Connection and logging onto SiteManager must log-in using only that person's credentials. Logging in using someone else's credentials is not allowed on a State or Local Federal-aid project.

#### **SECTION 5. STAFFING PLAN (CE)**

- 5.1 Consultant has provided LPA and State with a Staffing Plan, described in Exhibit "A", attached and incorporated herein by this reference. The Staffing Plan identifies the employees of Consultant who are anticipated to provide services under this Task Order. Consultant understands that LPA and State are relying on key personnel from Consultant's Staffing Plan to be primarily responsible for completing the Services under this Task Order. LPA and State consider the Principals, Senior level staff, Project Managers, Team Leaders or other similar classifications, to be the key personnel for the services provided. While providing Services under this Task Order. During construction, Consultant may make occasional temporary changes to the key personnel. However, any permanent change to the key personnel will require prior written approval from LPA and State.

- 5.2 Personnel who are added to the Staffing Plan as replacements must be persons of comparable training and experience. Personnel added to the Staffing Plan as new personnel and not replacements must be qualified to perform the intended services. Failure on the part of Consultant to provide acceptable replacement personnel or qualified new personnel to keep the services on schedule will be cause for termination of this Task Order, with settlement to be made as provided in Exhibit "A", attached and incorporated herein by this reference.

#### **SECTION 6. NEW EMPLOYEE WORK ELIGIBILITY STATUS**

- 6.1 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. Consultant 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.
- 6.2 The undersigned duly authorized representative of Consultant, by signing this Task Order, 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.
- 6.3 If Consultant is an individual or sole proprietorship, the following applies:
- a. Consultant must complete the United States Citizenship Attestation form and attach it to this Task Order. This form is available on the Department of Transportation's website at <http://dot.nebraska.gov/media/2802/dr289.pdf>.
  - b. If Consultant indicates on such Attestation form that he or she is a qualified alien, Consultant agrees to provide the US Citizenship and Immigration Services documentation required to verify Consultant lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
  - c. Consultant understands and agrees that lawful presence in the United States is required and Consultant may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

#### **SECTION 7. FEES AND PAYMENTS**

- 7.1 Consultant's fee proposal is attached as Exhibit "A", attached and incorporated herein by this reference.
- 7.2 The general provisions concerning payment under this Task Order are set out on Exhibit "B".

- 10.3 For performance of the services as described in this Task Order, Consultant will be compensated based on **Specific Rates of Compensation** for actual work performed and direct non-labor expenses up to a maximum not-to-exceed amount of \$379,552.40 in accordance with Exhibit "B".

**SECTION 8. SUSPENSION OR TERMINATION** (CE Task Order, Unique)

8.1 Suspension or Termination

LPA, or State on LPA's behalf, has the absolute and exclusive right to suspend the work, or terminate this Task Order at any time and for any reason and such action on its part will in no event be deemed a breach of this Task Order by LPA, or State on LPA's behalf. Without limiting the rights set out in this section, the following is a non-exclusive list of the examples of the circumstances under which this Task Order may be suspended or terminated:

- a. A loss, elimination, decrease, or re-allocation of funds that, in the sole discretion of LPA, or State on LPA's behalf, make it difficult, unlikely or impossible to have sufficient funding for the Services or the project;
- b. LPA, or State on LPA's behalf, abandons the Services or the project for any reason;
- c. Funding priorities of LPA, or State on LPA's behalf, have changed;
- d. LPA, or State on LPA's behalf, determines, in its sole discretion, that the interests of LPA, or State on LPA's behalf, are best protected by suspension or termination of this Task Order;
- e. Consultant fails to meet the schedule, milestones, or deadlines established in this Task Order or agreed to in writing by the Parties;
- f. Consultant fails to provide acceptable replacement personnel or qualified new personnel as determined by LPA, or State on LPA's behalf;
- g. Consultant has not made sufficient progress to assure that the Services are completed in a timely manner;
- h. Consultant fails to meet the standard of care applicable to the Services;
- i. Consultant fails to meet the performance requirements of this Task Order;
- j. Consultant's breach of a provision of this Task Order or failure to meet a condition of this Task Order;
- k. Consultant's unlawful, dishonest, or fraudulent conduct in Consultant's professional capacity;
- l. Consultant fails to complete the project design in a form that is ready for letting a contract for construction according to the approved contract documents, including, but not limited to, project plans and specifications;

8.2.1 Suspension

- a. Suspension for Convenience. LPA, or State on LPA's behalf, may suspend for convenience by giving Consultant notice of the date of suspension, which date will be no fewer than three (3) business days after notice is given. Such notice will provide the reason(s) for such suspension. Consultant will not be compensated for any Services completed or costs incurred after the date of suspension. Consultant shall provide LPA, or State on LPA's behalf, a detailed summary of the current status of the Services completed and an invoice of all costs incurred up to and including the date of suspension.

- b. Suspension for Cause. If LPA, or State on LPA's behalf, suspends Consultant's work for cause or for issues related to performance, responsiveness or quality that must be corrected by Consultant, LPA, or State on LPA's behalf, will give Consultant notice of the date of suspension, which date will be no fewer than three (3) business days after notice is given. LPA's notice of suspension, or State's notice of suspension on LPA's behalf, will provide Consultant with the reason(s) for the suspension, a timeframe for Consultant to correct the deficiencies, and when applicable, and a description of the actions that must be taken for LPA, or State on LPA's behalf, to rescind the suspension. Consultant's right to incur any additional costs will be suspended at the end of the day of suspension and will continue until all remedial action is completed to the satisfaction of LPA, or State on LPA's behalf. Failure to correct the deficiencies identified in a suspension will be grounds for termination of this Task Order.

8.3 Termination

If LPA, or State on LPA's behalf, terminates this Task Order, LPA, or State on LPA's behalf, shall give Consultant notice of the date of termination, which shall be no fewer than three (3) business days after notice is given. Notice of termination from LPA, or State on LPA's behalf, shall provide Consultant with a description of the reason(s) for the termination. Notice from LPA, or State on LPA's behalf, must specify when this Task Order will be terminated along with the requirements for completion of the work under this Task Order. Consultant's right to incur any additional costs shall cease at the end of the day of termination or as otherwise provided by LPA, or State on LPA's behalf.

8.4 Compensation upon suspension or termination

If LPA, or State on LPA's behalf, suspends the work or terminates this Task Order, Consultant must be compensated in accordance with the provisions set out in Exhibit "B", provided however, that in the case of suspension or termination for cause or for Consultant's breach of this Task Order, LPA, or State on LPA's behalf, will have the power to suspend payments, pending Consultant's compliance with the provisions of this Task Order. In the event of termination of this Task Order for cause, LPA, or State on LPA's behalf, may make the compensation adjustments set out in Exhibit "B".

**SECTION 9. SECTIONS INCORPORATED BY REFERENCE**

LPA and Consultant agree to be bound by and hereby incorporate by this reference as if fully set forth herein, Sections 11 through 13, and 15 through 28 of the On-Call Professional Services Master Agreement (BK1811) between the Nebraska Department of Transportation and Consultant, dated February 14, 2018 with one recurring change:

LPA and Consultant agree to meet the requirements of all incorporated provisions and represent that by signing this Task Order, they expressly certify to any required certifications contained in those provisions. Although some of the provisions of the Master Agreement are incorporated herein by reference, it is understood that the State is not a party to this Task Order and has no obligations or duties under this Task Order, except for its duties acting on behalf of LPA.

**SECTION 10. CONSULTANT CERTIFICATIONS**

10.1 The undersigned duly authorized representative of Consultant, by signing this Task Order, hereby reaffirms, under penalty of law, to the best of my knowledge and belief, the truth of the certifications set out in SECTION 29. CONSULTANT CERTIFICATIONS of the Master Agreement, with one change:

"LPA, or State on LPA's behalf" should be substituted in for any reference in that section of the Master Agreement to "State" unless the context would otherwise require.

10.2 Neb. Rev. Stat. § 81-1715(1). I certify compliance with the provisions of Section 81-1715 and, to the extent that this Task Order is a lump sum, specific rates of compensation, or actual cost-plus-a-fixed fee professional service agreement, I hereby certify that wage rates and other factual unit costs supporting the fees in this Task Order are accurate, complete, and current as of the date of this Task Order. I agree that this Task Order price and any additions thereto shall be adjusted to exclude any significant sums by which the LPA determines the agreement price had been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

**SECTION 11. LPA CERTIFICATION**

11.1 By signing this Task Order, I do hereby certify that, to the best of my knowledge, Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Task Order 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.

11.2 I acknowledge that this certification is to be furnished to the FHWA, upon their request, in connection with this Task Order involving participation of Federal-Aid highway funds and is subject to applicable state and federal laws, both criminal and civil.

**SECTION 12. ENTIRE AGREEMENT**

The Master Agreement, all supplements thereto, and this Task Order constitute the entire agreement ("The Task Order ") between the Parties. The Task Order supersedes previous communications, representations, or other understandings, either oral or written; and all terms and conditions of the Master Agreement and supplements thereto remain in full force and effect, and are incorporated herein.

**IN WITNESS WHEREOF**, the Parties hereby execute this Task Order pursuant to lawful authority as of the date signed by each party. Further, the Parties, by signing this Task Order, attest and affirm the truth of each and every certification and representation set out herein.

**EXECUTED** by Consultant this 17<sup>th</sup> day of December, 2019.

OLSSON  
Michael Piernicky, P.E.

*Michael Piernicky*  
Vice President

STATE OF NEBRASKA)  
  )ss.  
LANCASTER COUNTY                  )

**SUBSCRIBED AND SWORN** to before me this 17<sup>th</sup> day of December, 2019.



*Sandra V. Ciriaco*  
Notary Public

**EXECUTED** by CITY OF WAYNE this \_\_\_\_\_ day of \_\_\_\_\_, 2019.\_\_\_\_\_.

CITY OF WAYNE  
Cale Giese

\_\_\_\_\_  
Mayor

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Clerk

STATE OF NEBRASKA  
DEPARTMENT OF TRANSPORTATION  
Form of Agreement Approved for  
Federal Funding Eligibility  
Jodi Gibson

\_\_\_\_\_  
Local Assistance Division Manager

\_\_\_\_\_  
Date

Exhibit 'A'  
SCOPE OF SERVICES

CONSTRUCTION ENGINEERING  
for

Project Name: Wayne Trail – Phase 2  
Project Number: STPB-90 (4)  
Control Number: 31777

**A. PROJECT DESCRIPTION**

This scope provides for construction engineering services for Wayne Trail in Wayne County, Nebraska. The project consists of the following improvements: grading, concrete trail construction, reinforced concrete box / trail underpass, lighting, temporary paving, temporary traffic control, concrete paving, storm sewer and culvert construction, pavement marking and signing, ADA ramp and sidewalk construction, gravity block retaining walls, utility relocations.

Olsson, (Consultant) shall serve as agent for City of Wayne, (LPA), representing the LPA in all matters related to construction engineering services for this project.

It shall be the responsibility of the Consultant to administer, monitor, and inspect construction such that the project is constructed in conformity with the plans, specifications, and special provisions.

The Consultant shall inspect the Contractor's work to determine the progress and quality of work identify discrepancies, report significant discrepancies to the LPA and Department, and direct the Contractor to correct such observed discrepancies.

**B. APPLICABLE PUBLICATIONS**

Work shall be done in accordance with the following materials as currently adopted at the time of letting:

1. AASHTO Standard Specifications for Transportation Materials and Methods of Sampling and Testing
2. The ASTM Standards
3. NDOT Materials Sampling Guide
4. NDOT Construction Manual
5. NDOT Standard Specifications for Highway Construction
6. Project Plans
7. Contract Special Provisions
8. Manual on Uniform Traffic Control Devices (MUTCD) and NDOT's supplement to the MUTCD.
9. NDOT Final Review Manual
10. NDOT Standard Method of Tests for Laboratory and Field

**C. LPA SHALL PROVIDE**

The LPA, on an as needed basis, will furnish the following documents for the project.

1. Project description
2. Electronic Construction Plan files including current aerial photographs with project alignment, existing and new rights-of way (ROW) and easements, and LOC, if available
3. Two copies of the Plans and Special Provisions
4. Roadside safety guidelines (Survey Crew Traffic Control Policy, see NDOT website)
5. Survey Field Books with control points and bench marks
6. NEPA Document
7. Other

These documents may be provided in either paper or electronic format.

Project Number: 31777  
Control Number: STPB-90 (4)  
Construction Engineering Services

D. **CONSULTANT SHALL PROVIDE**

1. Project Management and Coordination. 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 and monthly progress reports; prepare project correspondence with the LPA and/or NDOT; maintain project records; and perform other duties of the Project Manager as defined in the NDOT Standard Specifications for Highway Construction.
  - 1.1 Project Management activities shall include the following:
    - Project Management – Provide management of project including staffing, scheduling, invoicing, progress reports, and coordination with designer.
    - Prepare Change Orders and submit copies to the appropriate parties for approval and full execution.
    - Maintain detailed Project Records and keep them current. All records shall be available at the LPA's office.
    - Generate contractor's progress and final Estimates in Site Manager
    - Review Contractor's Construction Schedule
    - Coordinate with LPA and RC regarding all project activities.
    - Make entries of project data and diary information into Site Manager on a daily basis. Insure that inspectors and lab personnel are maintaining appropriate daily work reports and all material records.
  2. Meetings. Project staff will meet with the LPA, the Contractor, and NDOT when requested by the State, and prepare minutes of the meeting. For some projects, a public meeting may be held and the consultant's attendance may be required.
    - 2.1 Construction Inspection Planning Meeting - The LPA shall coordinate this meeting prior to start of construction to ensure roles and responsibilities are clear. Attendees should include the LPA RC, construction inspection personnel and NDOT State Representative.
    - 2.2 Pre-Construction Meeting - Prepare the agenda, attend, and distribute meeting notes.
    - 2.3 Construction Progress Meetings - Prepare the agenda, attend, and conduct periodic progress meetings with the LPA and/or NDOT personnel, contractor, sub-contractors, utility personnel, and other agencies affected by the project. FHWA shall be included for full Federal oversight projects. There will be approximately 15 meetings.
    - 2.4 Public Meeting (If Required) - Assist the LPA with scheduling and conducting a Public Meeting with Contractor and Residents prior to the start of project.
    - 2.5 Assume 15 trips to the project site for meetings.
  3. Traffic Control Plan. ~~Consultant shall prepare a traffic control plan for the project site. These plan sheet(s) are to be signed by a Professional Engineer licensed in the State of Nebraska. Traffic Control plans shall be reviewed by the State Representative prior to placing in service (Owner will use checklist 12-72 to audit and document the Consultant's completion of this activity). Once the plans are completed, they are to be submitted to the Person of Responsible Charge (RC).~~
    - 3.1 ~~Prepare Traffic Control Plan in accordance to NDOT Standard Plans, MUTCD and the NDOT Supplement to the MUTCD. Sign and seal plans.~~
    - 3.2 Review and approve Traffic Control Plan (If Completed by Contractor) for conformance to the Contract's Special Provisions.
    - 3.3 Submit Plans to the RC for their records.
  4. SWPPP Inspections/Manual Updates. Consultant shall conduct inspections bi-weekly and after every ½" or greater rain event according to permit regulations. The Stormwater

Pollution Prevention Plan (SWPPP) Manual shall be updated according to NDOT and/or LPA requirements.

- 4.1 Conduct 30 Inspections
  - 4.2 Update SWPPP Manual and Temporary Erosion Control Plan
  - 4.3 Assume 30 trips to the project site for SWPPP Inspections.
5. Construction Survey/Staking. The following tasks are required if the Consultant is providing Construction Surveying and Staking. This work shall be done in accordance with the NDOT Construction Manual.
- 5.1 Provide coordination of staking needs with Contractor.
  - 5.2 Consultant shall verify and re-establish, if necessary the survey control used during the preliminary engineering.
  - 5.3 Stake limits of construction throughout project (50').
  - 5.4 Mark removals including pavement removal limits. Stake right-of-way and construction easements.
  - 5.5 Provide CL stakes for grading (50')
  - 5.6 Provide paving hubs (25'), retaining walls, drives. For structures, storm sewer and pipe culverts, the consultant will provide grade stakes.
  - ~~5.7 Provide cross section for new culverts before providing a Culvert Order List to Contractor.~~
  - ~~5.8 Stake fence relocation and guardrail.~~
  - 5.9 Stake silt fence.
  - ~~5.10 Verify existing tie in elevations and locations and adjust new pavement grades to meet existing pavement.~~
  - 5.11 Assume 13 trips to the project site for construction survey/staking.
  - 5.12 Stake sign locations

All items will be staked one time. Except for re-staking required for staking done incorrectly, re-staking will be considered out-of-scope. Consultant will invoice the LPA for the re-staking. If re-staking is required because of the activities of the Contractor, the fee for re-staking will be withheld from Contractor payment.

6. Construction Consultation/Site Manager & Daily Work Report (DWR). Consultant shall contact RC/Designer as needed to obtain plan clarifications/interpretations. Maintain and review project materials and promptly enter information into Site Manager.
- 6.1 Construction Consultation/SiteManager & Daily Work Report (DWR)
    - Review and Enter Data into SiteManager
    - Maintain Project Field Diaries, Files, and Record data in SiteManager
    - Document and Review Daily Work Reports (DWRs)
- ~~7. Girder Shim Surveying. (Bridge Projects Only) The Designer (PE) shall determine the girder shim values, which are defined as the differences in elevation between the top of girder elevation and the top of slab elevation necessary at known points along the length of the girder during placement of the deck to result in the finished top of slab elevation to be correct after the girder has deflected under the weight of the slab.~~
- ~~7.1 Girder Shim Surveying
    - Shim shots will be taken at the locations as determined by the designer.
    - Elevations and rod readings need to be recorded by Consultant and submitted to PE at the time the shim shots are taken.~~
- ~~8. Perform Bearing Calculations. If pile driving is required on the project, the Consultant shall perform bearing capacity calculations in accordance with the NDOT Construction Manual.~~
- ~~8.1 Perform Bearing Calculations~~
9. Construction Inspection. Consultant shall perform material sampling and testing and complete inspection work and project management in accordance with the references list

in Section B of this Exhibit. Consultant shall assume the duties of "Inspector, (also referred to in the NDOT Construction Manual as "Construction Technician"), "Project Manager", and also "Engineer" (unless the context of use of the term "Engineer" would otherwise require), as those terms are defined and duties set out in the Standard Specifications for Highway Construction. Consultant shall assume that it is responsible for all duties of the "Engineer" unless notified otherwise by RC on behalf of LPA.

9.1 Construction Inspection: Duties for construction inspection will include, but are not limited to, the following items:

- Conduct wage rate interviews and review payrolls for correctness and Davis-Bacon Wage Rate compliance
- Verify that the performance of the work is in conformance with the plans, specifications, and special provisions.
- Conduct reviews for compliance with Disadvantaged Business Enterprise (DBE) commitments
- The Consultant is required to create checklists to document assessment and compliance with all environmental commitments for the project. An Environmental Compliance Inspection Audit will be conducted by NDOT personnel. (NDOT will use checklist 12-20 to document the audit of the Consultant.) The environmental check list is to monitor and document construction activities for compliance with NEPA (Environmental Review Checklist, Section 404, NPDES, SWPPP, Threatened and Endangered Species, etc.)
- NDOT will provide the Initial Threatened and Endangered Species surveys required as outlined in the conservation conditions; and follow up survey training for the Consultant's environmental inspection personnel. Follow-up surveys as may be required will be the responsibility of the Consultant. Any required surveys for compliance with the Migratory Bird Treaty Act will also be the responsibility of the Consultant. NDOT will not conduct these surveys.
- The Consultant will provide NDOT 30 days advance notice of the need for the initial T&E surveys so that NDOT personnel can be scheduled to perform this work.
- Review work zone traffic control devices daily and, at a minimum weekly interval, conduct a nighttime drive through review of temporary traffic control devices (per ATSSA Quality Standards for Work Zone Traffic Control Devices). Perform reflectivity check (DR form 481) of temporary devices at the start of construction activities and at six (6) month intervals or as conditions warrant.
- Collect, sign/date, and file all delivery tickets and material certifications. All required material certifications shall be submitted to NDOT Materials & Research Division accompanied by a completed DR-12 sample ID form or Site Manager Sample Record ID.
- Shop drawing review is part of the scope of services for this construction engineering agreement. Consultant shall forward shop drawings to the NDOT for distribution.
- Draft and review change order or time extension request including explanation of the issue and resolution and the justification for accepted prices and forward to RC. Once reviewed by NDOT and FHWA, proceed with the approval process. Forward a signed hardcopy to NDOT for further processing.
- Communicate and coordinate plan revisions and change orders with the Designer.
- ~~Prepare a field checked culvert order list~~
- ~~Prepare guardrail order list~~
- Generate periodic progress estimates using SiteManager and forward to RC for further approval.
- Review critical path schedule prepared by the Contractor for appropriateness and Current Controlling Operation (CCO) designation.

- On bridge projects, the Inspector shall take periodic survey shots with the assistance of one of the Contractor's to ensure compliance with the plans. Locate permanent pavement markings
- 9.2 Measure, calculate, and document quantities of pay items
- 9.3 Keep all records and data up-to-date so that all necessary information appears on the Weekly Report of Working Days when they are generated at mid-week.
- 9.4 Assume 120 trips to the site for construction inspection

10. Perform Material Sampling and Testing. The Consultant shall perform material testing as required in accordance with the references list in Section B of this Exhibit. All testing and sampling personnel shall be certified to perform these duties in accordance with the NDOT Materials Sampling Guide section 28. All non-NDOT Laboratories shall be pre-qualified by NDOT's Materials and Research Division to conduct the testing they are contracted to perform.

**NDOT SHALL PROVIDE:**

Typical testing done by NDOT Materials and Research's Central lab (sampling and delivery for these materials is done by Consultant and submitted to NDOT):

All Aggregate

- Quality and Soundness acceptance testing
- Gradation verification testing

PG Binders & Emulsions

- All required acceptance testing

All Steel Products

- All testing required for heat number pre-approval and acceptance testing

Chemical Lab

- All required source pre-approval and acceptance testing

Smoothness

- NDOT will run all 10% verification testing for projects with Smoothness
- Specifications for pavement. NDOT will perform bridge smoothness testing on bridges receiving pavement on either side of the bridge

**CONSULTANT SHALL PROVIDE:**

(List of tests to be provided by NDOT)

- 10.1 Collect, verify, document and deliver all samples to testing lab
- 10.2 Collect, verify, document and deliver a copy of all required material certifications to the NDOT Materials and Research Central Lab.
- 10.3 Review and document test results of all samples and coordinate with owner for acceptance and incorporation into the project.\
- 10.4 Unsuitable soils or subgrade discovered during construction the agreement will be supplemented to allow the Consultant to evaluate the soils and determine an appropriate method of stabilization.
- 10.5 Assume 10 trips to the project site for Material Sampling and Testing.
11. As-Built Drawings. Prepare As-built drawings according to the LPA manual and the current directions from the NDOT Final Review Section.
- 11.1 As-Built Drawings
12. Final Inspections. Consultant shall prepare a punch list of items for the project site and conduct a final project walk-through inspection with the LPA RC and NDOT State Representative to verify that corrective work identified on the punch list has been completed.
- 12.1 Walkthrough of Site and Preparation of Punch List

12.2 Review Project to verify that Punch List work has been completed (Owner will use LPA Manual checklist 12-75 to audit and document the Consultant's completion of this activity)

13. Project Closeout. Assist RC with compiling project construction records as requested. Assemble and transmit Final Construction Records to LPA RC in paper format (printed single sided), including:

13.1 Project Closeout activities shall include the following:

- Project Manager's Final Estimate
- Copy of Consultant PM's (representing LPA) Concurrence/Non-Concurrence Letter w/ Certified Mail Receipt Enclosed.
- Copy of Contractor's signed Concurrence/Non-Concurrence Letter
- Memo of Major Item Review
- Memo of Time Allowance Review (Required only if the Contractor has overrun on the Contract Time Allowance.)
- Borrow Site Memo
- City Agreement Letter
- Project Completion Memo - The Consultant's PM should perform this in an e-mail to the NDOT Rep with the required information – check with the NDOT Rep for this. The Consultant should ensure that the LPA RC sends a letter of Tentative Acceptance (per NDOT format) to the Contractor – send copies to the NDOT Rep.
- Sign Deduction Memo (If required)
- Material Review Memo
- SiteManager PM Diary Report
- SiteManager Contract Item Report for all Contract Items
- All NDOT Spreadsheets and Workbooks used for Contract Item supportive documentation.
- All Contractor-provided Asphalt QA/QC Test Results (asphalt projects)
- Project Culvert Field Book with information per the NDOT Construction Manual
- Signed and stamped As Built Plans (full size)
- Copy of Evaluation(s) of Contractor
- LPA CE Project Closeout Checklist (LPA Manual Checklist 14-10)
- Deliver Final Construction Records to LPA RC, including Form DR-299 - Project Construction Conformity Certification and ensure that the LPA RC completes the LPA RC Project Closeout Checklist (LPA Manual checklist 14-20 and includes it in the Final Records provided to the NDOT State Representative for review)

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

14.1 Other

14.2 Other

## E. SCHEDULE

1. Notice to Proceed: \_\_\_\_\_
2. The Consultant shall provide a schedule of activities and deliverables upon award

**Staffing Plan (SRC)**

**Construction Engineering**

Project Name: Wayne Trail - Phase 2 Project Number: STPB-90 (4)  
 Consultant: Olsson Control Number: 31777  
 Consultant PM: Brian Jueneman  
 NDOT PC: \_\_\_\_\_  
 Date: November 4, 2019



Billing Rates  Entered Directly, or  
 Calculated, based on:  
 Overhead: 180.69%  
 Profit Rate: 13.50%  
 FCCM (if applicable): 0.343%  
 \*Salary Escalation Factor: 3.0%  
 \*Escalation Period: 2 yrs  
 \*(default is 3% and 1 yr period)

#	Code	Classification	#	Code	Classification
1	PR	Principal	6	SCM	Survey Crew Member
2	PM	Project Manager	7	INS1	Inspector 1
3	ENG	Engineer	8	INS2	Inspector 2
4	DES	Designer/CADD Tech	9	ADM	Administrative
5	SCC	Survey Crew Chief	10	SWP	SWPP

Effective Multiplier For New Staff = 3.23

**SRC BILLING RATE TABLE per employee**

Template: T-WB-B1 Construction (rev 6-05-2017) SRC

Employee Name	Job Title & Certifications	Current Actual Hourly Rate	SRC Billing Rate	% Assigned
<b>Principal</b>				
<u>Jon Olsen</u>	<u>Senior Project Engineer</u>	<u>\$60.00</u>	<u>\$195.00</u>	<u>100%</u>
			Weighted Average Rate:	\$195.00
<b>Project Manager</b>				
<u>Nate Hoeckelman</u>	<u>Construction Manager</u>	<u>\$25.00</u>	<u>\$81.00</u>	<u>80%</u>
<u>Brian Jueneman</u>	<u>Construction Manager</u>	<u>\$43.00</u>	<u>\$140.00</u>	<u>20%</u>
			Weighted Average Rate:	\$92.80
<b>Engineer</b>				
<u>Jon Olsen</u>	<u>Senior Project Engineer</u>	<u>\$59.86</u>	<u>\$194.00</u>	<u>50%</u>
<u>Tom Bruggeman</u>	<u>Survey Manager</u>	<u>\$50.00</u>	<u>\$162.00</u>	<u>50%</u>
			Weighted Average Rate:	\$178.00
<b>Designer/CADD Tech</b>				
<u>Jeremy Vesely</u>	<u>Senior Technician</u>	<u>\$28.00</u>	<u>\$91.00</u>	<u>20%</u>
<u>Stacey Fryc</u>	<u>Senior Technician</u>	<u>\$28.00</u>	<u>\$91.00</u>	<u>80%</u>
			Weighted Average Rate:	\$91.00
<b>Survey Crew Chief</b>				
<u>Rey Alcalde</u>	<u>Associate Surveyor</u>	<u>\$27.80</u>	<u>\$91.00</u>	<u>30%</u>
<u>Todd Mickle</u>	<u>Associate Surveyor</u>	<u>\$26.30</u>	<u>\$86.00</u>	<u>20%</u>
<u>Dan Hanna</u>	<u>Associate Surveyor</u>	<u>\$31.20</u>	<u>\$102.00</u>	<u>30%</u>
<u>Tim Laughlin</u>	<u>Associate Surveyor</u>	<u>\$27.00</u>	<u>\$88.00</u>	<u>20%</u>
			Weighted Average Rate:	\$92.70
<b>Survey Crew Member</b>				
<u>Troy Rech</u>	<u>Assistant Surveyor</u>	<u>\$20.00</u>	<u>\$65.00</u>	<u>30%</u>
<u>Ryan Leffler</u>	<u>Assistant Surveyor</u>	<u>\$18.00</u>	<u>\$59.00</u>	<u>20%</u>
<u>Drew Peterson</u>	<u>Assistant Surveyor</u>	<u>\$26.50</u>	<u>\$86.00</u>	<u>30%</u>
<u>Zach Johnson</u>	<u>Assistant Surveyor</u>	<u>\$25.50</u>	<u>\$83.00</u>	<u>20%</u>











TASKS	PERSONNEL CLASSIFICATIONS										
	PR	PM	ENG	DES	SCC	SCM	INS1	INS2	ADM	SWP	Total
<i>Total Days</i>	1.25	95.8	15.8	8.5	58.6	58.6	160	18.9	12	37	466
<b>Total Hours</b>	<b>10</b>	<b>766</b>	<b>126</b>	<b>68</b>	<b>469</b>	<b>469</b>	<b>1279</b>	<b>152</b>	<b>96</b>	<b>298</b>	<b>3,731.0</b>

**Direct Expenses**

**Construction Engineering**

Project Name: Wayne Trail - Phase 2

Project Number: STPB-90 (4)

Subconsultants:			Amount:
<b>Subtotal</b>			
Printing and Reproduction:	Qty	Unit Cost	Amount
Plan sheets, 100 (11x17)	1200	\$0.10	\$120.00
Meeting and Misc., 400 (8.5x11)	400	\$0.05	\$20.00
<b>Subtotal</b>			<b>\$140.00</b>
Mileage/Travel:	Qty	Unit Cost	Amount
12 Trips for meetings (Lincoln to Wayne)	4660	\$0.580	\$2,702.80
12 Trips for Site Inspection and walk through (Lincoln to Wayne)	16080	\$0.580	\$9,326.40
13 Trips for Construction Staking (Omaha, Lincoln or GI to Wayne & back)	3910	\$0.580	\$2,267.80
30 Trips for SWPP (Lincoln to Wayne)	8100	\$0.580	\$4,698.00
Vehicle rental for inspector 1 (Monthly)	6	\$1,465.000	\$8,790.00
<b>Subtotal</b>			<b>\$27,785.00</b>
Lodging/Meals:	Qty	Unit Cost	Amount
Hotel (Construction), 100 nights	100	\$96.00	\$9,600.00
Hotel (Staking), 30 nights - 2 employees	60	\$96.00	\$5,760.00
Per Diem (Construction) - Meals and Incidentals (per day)	120	\$55.00	\$6,600.00
Per Diem (Staking) - Meals and Incidentals (per day)	106	\$55.00	\$5,830.00
<b>Subtotal</b>			<b>\$27,790.00</b>
Other/Miscellaneous/Costs:	Qty	Unit Cost	Amount
Equipment and Construction Materials	1	\$1,500.00	\$1,500.00
Survey supplies (rebar, stakes & lath)	1	\$2,500.00	\$2,500.00
<b>Subtotal</b>			<b>\$4,000.00</b>
Material Testing:	Qty	Unit Cost	Amount
Concrete Cylinders, paving (4x8)	180	15	\$2,700.00
Concrete Cylinders, structure (4x8)	42	15	\$630.00
Soil Proctors	4	185	\$740.00
Atterbergs	4	120	\$480.00
Sieve Analysis (aggregates)	6	95	\$570.00
<b>Subtotal</b>			<b>\$5,120.00</b>
<b>TOTAL DIRECT EXPENSES</b>			<b>\$64,835.00</b>

**Project Cost & Breakdown****Construction Engineering**

Project Name: Wayne Trail - Phase 2 Project Number: STPB-90 (4)  
 Consultant: Olsson Control Number: 31777  
 Consultant PM: Brian Jueneman  
 NDOT PC: \_\_\_\_\_  
 Date: November 4, 2019

LABOR COSTS			
Classification	Hours	Weighted Rate	Amount
Principal	10.00	\$195.00	\$1,950.00
Project Manager	766.00	\$92.80	\$71,084.80
Engineer	126.00	\$178.00	\$22,428.00
Designer/CADD Tech	68.00	\$91.00	\$6,188.00
Survey Crew Chief	469.00	\$92.70	\$43,476.30
Survey Crew Member	469.00	\$73.70	\$34,565.30
Inspector 1	1,278.50	\$73.00	\$93,330.50
Inspector 2	151.50	\$78.00	\$11,817.00
Administrative	95.50	\$68.00	\$6,494.00
SWPP	297.50	\$78.60	\$23,383.50
	3,731.00	Subtotal	\$314,717.40

DIRECT EXPENSES	Amount
Subconsultants:	
Printing And Reproduction:	\$140.00
Mileage/Travel:	\$27,785.00
Lodging/Meals:	\$27,790.00
Other Miscellaneous Costs:	\$4,000.00
Material Testing:	\$5,120.00
	Subtotal
	\$64,835.00

TOTAL PROJECT COSTS	Amount
Labor Costs	\$314,717.40
Direct Expenses	\$64,835.00
	<b>TOTAL COST</b>
	<b>\$379,552.40</b>



CONTRACT NO. : 3777 PROJECT NO. : STPB-90(4)

CONTRACTOR:

LETTING DATE: August 29, 2019

LOCATION: WAYNE TRAIL - PHASE 2

TYPE OF CONSTR. : GRAD CONC PAVE CULV SEED ELEC SIGNING

TOS = TEST OR SAMPLE

CC = CONTRACTOR CERTIFICATION

COC = CERTIFICATION OF COMPLIANCE

COT = CERTIFICATION OF TEST

APL = APPROVED PRODUCTS LIST

PMV = PROJECT MANAGER VERIFICATION

SR = SHIPPING REPORT

NOTE: ALL MANUFACTURERS OF STEEL AND IRON MATERIALS WILL INCLUDE A STATEMENT ON THE TEST REPORT OR CERTIFICATION THAT ALL STEEL AND IRON MATERIALS WERE MELTED AND MANUFACTURED IN THE USA (SEE NSS-106.07 PARAGRAPH 3)

\*\* SP = SPECIAL PROVISIONS

SG = SAMPLING GUIDE - SECTION #

NSS = NEBR. STAND. SPECS. - SECTION #

Line Item No.	Line Item Description	Quantity	Units	Req. Data		Ref. Info		M&R Contact
4	BUY AMERICA CERTIFICATION FROM THE PRIME CONTRACTOR			CC	NSS106			BURHAM
	EARTHWORK MEASURED IN EMBANKMENT	4,615.000	CY	TOS	SG-9			CHURCHWELL
10	WALL MATERIALS	382.000	SF	TOS	NSS714			KRASON
11	GRAVITY BLOCK WALL	1,951.000	SF	TOS	NSS714			KRASON
12	LEVELING PAD	356.000	LF	TOS	SG-16			KRASON
13	4" PERFORATED PIPE UNDERDRAIN	356.000	LF	TOS/COC	SG-19			BURHAM
14	SELECT GRANULAR BACKFILL FOR RETAINED EARTH STRUCTURE	773.000	CY	TOS	SG-13			MACKE
15	PERMANENT PAVEMENT MARKING, PAINT	1,210.000	LF	COC/TOS	SG-23			DONDLINGER
17	GRAVEL SURFACE COURSE	2.000	CY	TOS	SG-6			MACKE
18	TIE BARS	280.000	EACH	TOS/COT	NSS1020			BURHAM
19	CONCRETE CLASS 47B-3000 SIDEWALKS	237.000	SY	TOS	SG-16			KRASON
20	DETECTABLE WARNING PANEL	341.000	SF	APL	SG-25			BURHAM
21	5" CONCRETE CLASS 47B-3000 BIKEWAY	12,564.000	SY	TOS	SG-16			KRASON
22	8" CONCRETE CLASS 47B-3500 BIKEWAY	637.000	SY	TOS	SG-16			KRASON
23	CONCRETE CLASS 47B-3500 DRIVEWAY 5"	437.000	SY	TOS	SG-15			KRASON
24	9" CONCRETE PAVEMENT, CLASS 47B-3500	174.000	SY	TOS	SG-15			KRASON
25	9" DOWELED CONCRETE PAVEMENT, CLASS 47B-3500	217.000	SY	TOS	SG-15			KRASON
26	TEMPORARY SURFACING 8"	571.000	SY	-	-			-
27	ADJUST MANHOLE TO GRADE	5.000	EACH	TOS	SG-16			KRASON
28	PEDESTRIAN HANDRAIL	340.000	LF	TOS	NSS716			BURHAM
29	ARROW, PERMANENT PAVEMENT MARKING	1.000	EACH	COC/TOS	SG-23			DONDLINGER
30	24" WHITE PERMANENT PAVEMENT MARKING	56.000	LF	COC/TOS	SG-23			DONDLINGER
35	SUBGRADE PREPARATION	390.000	SY	TOS	SG-10			CHURCHWELL
38	CAST IRON COVER AND FRAME	250.000	LB	COC	SG-25			BURHAM
39	STRUCTURAL STEEL FOR FACE ARMOR	486.000	LB	COT	SG-20			BURHAM
40	CAST IRON RING AND COVER	345.000	LB	COC	SG-25			BURHAM
41	RECONSTRUCT CURB INLET	2.000	EACH	TOS	SG-16			KRASON
42	MANHOLE AT STATION 299+02.92	1.000	EACH	TOS	SG-16			KRASON
48	CLASS 47B-3000 CONCRETE FOR CONCRETE COLLARS	1.350	CY	TOS	SG-16			KRASON
49	CLASS 47B-3500 CONCRETE FOR BOX CULVERT	137.000	CY	TOS	SG-16			KRASON
50	CLASS 47B-3500 CONCRETE FOR PIPE PROTECTOR	8.750	CY	TOS	SG-16			KRASON
51	EPOXY COATED REINFORCING STEEL FOR BOX CULVERT	19,708.000	LB	TOS/COT	SG-16			BURHAM
52	REINFORCING STEEL FOR COLLARS	65.000	LB	TOS/COT	SG-16			BURHAM
53	EPOXY COATED REINFORCING STEEL FOR PIPE PROTECTOR	970.000	LB	TOS/COT	SG-16			BURHAM
54	30" FLARED-END SECTION	1.000	EACH	SR	SG-19			BURHAM
55	30" CULVERT PIPE, TYPE 2,3,4,5,6,7 OR 8	24.000	LF	SR/TOS	SG-19			BURHAM
56	36" CULVERT PIPE, TYPE 2	13.000	LF	SR	SG-19			BURHAM
57	12" CULVERT PIPE, TYPE 8	28.000	LF	SR	SG-19			BURHAM
58	42" CULVERT PIPE, TYPE 3,4 OR 5	29.000	LF	SR	SG-19			BURHAM
59	24" CULVERT PIPE, TYPE 2,5,7 OR 8	108.000	LF	SR/TOS	SG-19			BURHAM
60	12" CULVERT PIPE, TYPE 3,4,5 OR 6	136.000	LF	SR/TOS	SG-19			BURHAM
61	24" CULVERT PIPE, TYPE 3,4,5 OR 6	32.000	LF	SR/TOS	SG-19			BURHAM
62	36" CULVERT PIPE, TYPE 3,4,5 OR 6	55.000	LF	SR/TOS	SG-19			BURHAM
63	CONCRETE ENCASEMENT	14.000	LF	TOS	SG-16			KRASON
67	EROSION CONTROL, CLASS 1D	2,523.000	SY	APL	SG-24			DONDLINGER
68	EROSION CONTROL, CLASS 2A	487.000	SY	APL	SG-24			DONDLINGER
69	CURB INLET PROTECTION	4.000	EACH	APL	SP			DONDLINGER
70	FABRIC SILT FENCE-LOW PROFILE LOW POROSITY	2,683.000	LF	APL	SP			DONDLINGER
74	PULL BOX, TYPE PB-5	1.000	EACH	APL	SG-21			BURHAM
75	UNDERDECK LUMINAIRE TYPE LED	2.000	EACH	COC	SG-21			BURHAM
76	1 1/2-INCH CONDUIT IN TRENCH	166.000	LF	PMV/TOS	SG-21			BURHAM
77	STREET LIGHTING CABLE, NO. 6 USE	975.000	LF	TOS	SG-21			BURHAM
79	TYPE A SIGN	124.950	SF	-	-			-
80	SIGN POST	354.000	LF	TOS/COT	SP			BURHAM
81	BARRICADE, TYPE II	5,812.000	BDAY	-	-			-
82	BARRICADE, TYPE III	222.000	BDAY	-	-			-
88	TEMPORARY PAVEMENT MARKING, TYPE PAINT	5,035.000	LF	APL	NSS424			DONDLINGER
90	TUBULAR POST	25.000	EACH	TOS/COT	SG-18			BURHAM
92	CONCRETE PROTECTION BARRIER	388.000	LF	COC	NSS422			KRASON
95	INERTIAL BARRIER SYSTEM	4.000	EACH	APL	NSS422			BURHAM
102	TEMPORARY SILT FENCE	1,000.000	LF	APL	SG-24			DONDLINGER

**1. PAYMENT METHOD**

Payments under this Agreement will be made based on a Specific Rates of Compensation (SRC) payment method up to a maximum not-to-exceed amount.

**2. MAXIMUM AGREEMENT AMOUNTS**

The following are the maximum amounts established in this Agreement for each category of cost. Consultant shall not exceed these amounts without prior written approval from LPA, or State on LPA's behalf.

AMOUNT	CATEGORY
\$ 64,717.40	for actual direct labor costs
<u>\$ 314,717.40</u>	for direct expenses
\$ 379,552.40	total agreement amount

**3. SUBCONSULTANT OVER-RUNS AND UNDER-RUNS**

Consultant shall require all of its 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 acceptable justification and obtain LPA, or State on LPA's behalf, prior written approval before exceeding the subconsultant's fee estimate. 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).

**4. ALLOWABLE COSTS**

Allowable costs are direct labor costs and direct non-labor costs, as defined below, which Consultant has incurred within 90 days before State 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 based on the specific rate of compensation (SRC or billing rate)

Consultant will charge LPA for Consultant's employees' time working directly on this project. The direct labor costs is calculated by multiplying the SRC rate, as indicated on the Staffing Plan in Exhibit "<fee proposal>" Consultant's Fee Proposal, 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. For employees not listed on the Staffing Plan, the SRC rate for that employee shall be calculated in the same manner as employees listed on the staffing plan, using the same overhead and fee for profit rate, if applicable, and such calculation must be shown on the first invoice that includes direct labor.

2) Time Reports: The hours charged to the project must be supported by adequate time distribution records that clearly indicate the distribution of hours by all employees to all projects/activities on a daily basis for the entire pay period. Time reports must provide a clear identifying link to the projects, such as project description, project number, pertinent work phase, dates of service, and the employee's name and position. There must be an adequate system of internal

controls in place to ensure that time charges to projects are accurate and have the appropriate supervisory approval.

- B. *This section has intentionally been left blank.*
- C. Direct Non-Labor Costs (Direct Expenses) are all necessary, actual, properly documented, and allowable costs related to the Consultant completing the Services. All costs must be supported by detailed receipts or invoices. 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 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.
- 2) Subconsultant costs may not exceed the costs shown on the attached Consultant's Fee Proposal for each subconsultant unless agreed upon 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, costs are allowable, and properly documented before sending invoices of those costs 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 actual reasonable cost and, if discounts are applicable, the Consultant shall give LPA and State the benefit of all discounts. Receipts must be submitted with invoices. A bank card receipt alone is not sufficient documentation.
  - 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.
  - 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. Receipts must be submitted with invoices.
  - d) MEALS – The reimbursement for meals and incidental expenses will be limited to the prevailing standard rate as indicated on the GSA website noted above.

Expenses for alcoholic beverages are not allowed. Consultant shall give LPA and State the benefit of all meal discounts.

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

Breakfast:

- Employee is required to depart at or before 6:30 a.m., or
- Employee is on overnight travel.

Lunch:

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

Dinner:

- Employee leaves for overnight travel at or before 5:00 p.m., or
- Employee returns from overnight travel or work location at or after 7:00 p.m., or
- Employee is on overnight travel.

- (ii) Meals are not eligible for reimbursement if the employee eats within 20 miles of the headquarters town of the employee.
- (iii) Meal receipts must itemize all food and drinks purchased. A bank card receipt alone is not sufficient documentation. If receipt does not itemize all food and drink purchased at the meal, reimbursement is limited to a maximum of \$4.99 for that meal.
- (iv) Reimbursement for meal gratuities/tips will be whatever is usual or customary, but should not exceed 20 percent.

**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 or as 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 90 days of the date incurred. Consultant (including its employees) is assumed to have incurred travel costs on the day travel occurred. Consultant is assumed to have incurred costs from a Subconsultant on the same day the Subconsultant incurred the cost.

6. *This section has intentionally been left blank.*

**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 services completed and allowable costs incurred 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 90 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 (In order presented)

1) Consultant's Invoice:

- i. 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.
- ii. The invoice or accompanying supporting documentation must identify each employee by name and classification, the hours worked, and the specific rate of compensation (billing rate) for each employee.
- iii. Direct non-labor expenses:
  1. Direct non-labor expenses, other than travel-related expenses, must be itemized and provide a complete description of each item billed with supporting receipts or invoices.
  2. Travel-related expenses must be summarized and submitted on NDOT Form 163 (see below). Supporting receipts must be submitted with NDOT Form 163 when invoicing for these expenses.
  3. All supporting receipts must be kept as required in Section 18.  
CONSULTANT COST RECORD RETENTION.
- iv. Subconsultant Services: Consultant shall require subconsultants to provide the same supporting documentation, invoices, and receipts as Consultant is required to retain and submit.

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:

- i. A description of the Services completed for the service period to substantiate the invoiced amount.
- ii. A description of the Services anticipated for the next service period
- iii. A list of information Consultant needs from LPA, or State on LPA's behalf
- iv. Percent of Services completed to date

3) Cost Breakdown Form: Each invoice package must include a completed "Cost Breakdown Form" (NDOT Form 162). This form is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>.

4) Travel Log: If an invoice contains any travel-related expenses, then a completed "Invoice Travel Log" (NDOT Form 163) must be included with the invoice package. This form is available on the State's website. Upon approval by State, Consultant may use a substitute Invoice Travel Log provided it documents substantially the same information as NDOT Form 163. The Travel Log must document the employee's name, locations traveled, date/time of departure to the project, date/time of return to the headquarters town, and expenses for transportation, meals, and lodging.

- 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, including invoices, supporting documentation, and other information are subject to disclosure by State 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 INFORMATION THAT IS CONFIDENTIAL, INCLUDING, BUT NOT LIMITED TO, FINANCIAL INFORMATION SUCH AS SOCIAL SECURITY NUMBERS, TAX ID NUMBERS, OR BANK ACCOUNT NUMBERS. Consultant understands that State does not have sufficient resources to review and redact confidential information submitted by Consultant. If such confidential information is submitted, Consultant shall have no right of action of any kind against State for the disclosure of such information.

**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 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, is 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 from 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 LPA and State, at Consultant's sole cost.

11. *This section has intentionally been left blank.*

**12. FINAL INVOICE AND PAYMENT**

Upon completion of the Services under this Agreement, Consultant shall submit their final invoice. After receipt of final invoice and determination by LPA, or State on LPA's behalf, that the final invoice and Progress Report adequately substantiate the Services provided and 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, 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 90 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**

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:

- A. A description of the out-of-scope services,
- B. 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,

- C. 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:
- 1) The out-of-scope services are not within the original Scope of Services and additional work effort is required;
  - 2) The out-of-scope services are within the basic scope of services under which Consultant was selected and Agreement entered into; and
  - 3) It is in the best interest of LPA that the out-of-scope services be performed under this Agreement.

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):

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 of 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.

EXHIBIT "B"  
FEES AND PAYMENTS

Documents include, but are not limited to: written approvals; time reports; detailed receipts; invoices; transportation costs; mileage; lodging costs; cost of meals; 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 furnish when requested.