

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

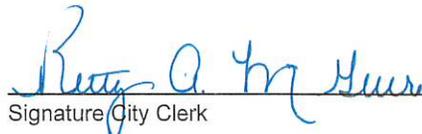
Adopted this 7th day of January, ²⁰~~2019~~ at Wayne Nebraska.
(Month)

The City Council of the City of Wayne, Nebraska

<u>Dwaine Spieker</u>	<u>Chris Woehler</u>
<u>Terri Buck</u>	<u>Jason Karsky</u>
<u>Jon Haase</u>	<u>Matt Eischeid</u>
<u>Jennifer Sievers</u>	<u>Jill Brodersen</u>

Board/Council Member Matt Eischeid
 Moved the adoption of said resolution
 Member Jill Brodersen Seconded the Motion
 Roll Call: 8 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 7th day of January, 2020, 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), 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 17th 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 17th day of December, 2019.



Sandra V. Ciriaco
Notary Public

EXECUTED by CITY OF WAYNE this 7th day of January, 2019.

CITY OF WAYNE
Cale Giese

Cale Giese
Mayor

SUBSCRIBED AND SWORN to before me this 7th day of January, 2019.

Kathy A. M. Giese
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
 Consultant: Olsson
 Consultant PM: Brian Jueneman
 NDOT PC: _____
 Date: November 4, 2019

Project Number: STPB-90 (4)
 Control Number: 31777



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
Principal				
<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
Project Manager				
<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
Engineer				
<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
Designer/CADD Tech				
<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
Survey Crew Chief				
<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
Survey Crew Member				
<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
Total Hours	10	766	126	68	469	469	1279	152	96	298	3,731.0

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
	TOTAL COST
	\$379,552.40

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.