

**LPA – CONSULTANT  
PRELIMINARY ENGINEERING AGREEMENT**

CITY OF LINCOLN  
KIRKHAM, MICHAEL & ASSOCIATES, INC.  
PROJECT NO. ENH-55(172)  
CONTROL NO. 13079  
LINCOLN CAVETT CONNECTOR TRAIL  
PRELIMINARY ENGINEERING SERVICES

THIS AGREEMENT, made and entered into by and between the City of Lincoln , hereinafter referred to as the Local Public Agency or LPA, and Kirkham, Michael & Associates, Inc., hereinafter referred to as the Consultant.

WITNESSETH

WHEREAS, the LPA desires to engage the Consultant to render professional services for the above named project at the location shown on EXHIBIT "A", which is attached and hereby made a part of this agreement, and

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

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

WHEREAS, the Consultant and LPA intend that the services provided by Consultant comply with all applicable federal-aid transportation related program requirements, so that LPA's project will be fully eligible for federal reimbursement, and

WHEREAS, the LPA and Consultant intend that the services under this agreement 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://www.transportation.nebraska.gov/gov-aff/lpa/lpa-guidelines.pdf>, and

WHEREAS, the Consultants primary contact person for LPA will be the LPA's representative, who has been designated as being in responsible charge of the project, and who is referred to herein as RC or Responsible Charge.

WHEREAS, the parties understand that the State of Nebraska, Department of Roads 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, the parties hereto agree as follows:

#### SECTION 1. DEFINITIONS

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

"CONSULTANT" means Kirkham, Michael & Associates, Inc. and any employees thereof, whose business and mailing address is 12700 West Dodge Road, Omaha, NE 68154-8030, and

"LPA" means a Local Public Agency. Local Public Agencies include, but are not necessarily limited to; Nebraska Cities, Villages, Counties, Political Subdivisions, Native American Tribes, and other entities or organizations found to be eligible sub recipients of federal funds for transportation projects, and

"LPA MANUAL" shall mean the Nebraska Department of Roads' LPA Guidelines Manual for Federal-Aid Projects. The LPA Manual can be found in its entirety at the following web address: <http://www.transportation.nebraska.gov/gov-aff/lpa/lpa-guidelines.pdf>, and

"RESPONSIBLE CHARGE" or "RC" shall mean LPA's representative for the project whose duties and responsibilities are identified in federal law and in the LPA Manual, and

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

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

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

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

To "SUSPEND" the work means that the LPA has determined that progress is not sufficient, or that the conditions or intentions as originally existed have changed, or the work

completed or submitted is unsatisfactory, and that the work as contemplated herein should be stopped on a temporary basis. This cessation will prevail until the LPA determines to abandon or terminate the work or to reinstate it under the conditions as defined in this agreement.

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

#### SECTION 2. SCOPE OF SERVICES

The Consultant shall provide preliminary engineering services for Project ENH-55(172), Control No. 13079, in Lancaster County, Nebraska. The scope shall be developed in accordance with the LPA manual and attached hereto as Exhibit "B".

#### SECTION 3. PERSONNEL

The Consultant has furnished a personnel chart or list in EXHIBIT "D". Personnel who are added to Exhibit "D" as replacements must be persons of comparable training and experience. Personnel added to Exhibit "D" as new personnel and not replacements must be qualified to perform the intended work. The Consultant shall notify the LPA of any personnel changes. The LPA reserves the right to accept or reject the personnel change. Failure on the part of the Consultant to provide acceptable replacement personnel or qualified new personnel as determined by the LPA will be cause for termination of this agreement, with settlement to be made as provided in the CHANGE OF PLAN, ABANDONMENT, SUSPENSION, OR TERMINATION section of this agreement.

#### SECTION 4. NEW EMPLOYEE WORK ELIGIBILITY STATUS

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

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

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

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

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

#### SECTION 5. STANDARD PRACTICES AND REQUIREMENTS

It is mutually agreed that at the request of the LPA, the Consultant shall provide the LPA a detailed report of the product and progress of the work and allow inspection of the existing work product. From time to time, additions, deletions, changes, elaborations, or modifications of the services performed under the terms of this agreement may be determined by the LPA to be desirable or preferable. These changes will be made by supplement agreement.

#### SECTION 6. NOTICE TO PROCEED AND COMPLETION

The LPA will issue the Consultant a written Notice-to-Proceed when LPA determines that federal funding approval has been obtained for the project, upon full execution of the agreement and upon State concurrence that the form of this agreement is acceptable for federal funding eligibility. Any work or services performed by Consultant on the project prior to the date specified in the written Notice-to-Proceed is not eligible for reimbursement.

The Consultant shall do all the work according to the schedule in attached EXHIBIT "E" and shall complete all work required under this agreement in a satisfactory manner by May 2, 2012.

Any costs incurred by Consultant after the completion deadline are not eligible for federal funding reimbursement unless the Consultant has received an extension of time in writing from LPA and the LPA has federal funding approval for the extension of time.

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

LPA authorized changes in the scope of work, which increase or decrease work-hours or services required of the Consultant, will provide the basis for a change of time and/or changes to the Consultant's fee.

#### SECTION 7. FEES AND PAYMENTS

- A. For performance of the services as described in this agreement, the Consultant will be paid a fixed-fee-for-profit of \$8,422.48 as defined in paragraph D of this section, and up to a maximum amount of \$71,862.69 for actual costs as defined in paragraph E of this section, that are allowable subject to the terms of this agreement and to all requirements and limitations of the federal cost principles contained in the Federal Acquisition Regulation (48 CFR 31). The total agreement amount is \$80,285.17.
- B. Occasionally, the conditions of this agreement may change. This may be due to a change in scope which may require an adjustment of costs. In order to justify the need to modify this contract, the LPA must first determine that the situation meets the following criteria:
- That the additional work is beyond the scope of services initially negotiated with Consultant; and
  - That the proposed Services are within the scope of the Request for Proposal under which Consultant was selected and contract entered into; and
  - That it is in the best interest of the LPA that the services be performed under this agreement.

Once the need for a modification has been established, a supplemental agreement will be prepared.

If the additional work requires the Consultant to incur costs prior to execution of a supplemental agreement, the LPA shall use the Consultant Work Order Form (DR Form 250) to describe and provide necessary justification for the modification of the scope of services, the deliverables, the schedule, and to document the

estimated total additional fee. DR Form 250 is available on the State's webpage at: [www.transportation.nebraska.gov/gov-aff/lpa-guide-man.html#forms4](http://www.transportation.nebraska.gov/gov-aff/lpa-guide-man.html#forms4). The Consultant Work Order must be executed to provide authorization for the additional work and to specify when that work may begin. This agreement will be supplemented after one or more Consultant Work Orders have been authorized and approved for federal funding.

- C. The LPA is not responsible for costs incurred prior to the Notice-to-Proceed date or after the completion deadline date stated in the NOTICE TO PROCEED AND COMPLETION Section of this agreement or as provided in a written time extension notification.
- D. The fixed-fee is computed upon the direct labor or wage costs, indirect labor costs, indirect non-labor costs, and direct payroll additives. The fixed-fee is not allowable upon direct non-labor costs. The fee for profit is calculated by multiplying the sum of the wages and overhead costs billed by the negotiated fee for profit rate of "12.85%".
- E. Actual costs include direct labor costs, direct non-labor costs, and overhead costs.
  - (1) Direct Labor Costs are the earnings that individuals receive for the time they are working directly on the project.
    - (a) Hourly Rates: For hourly employees, the hourly earnings rate shall be the employee's straight time hourly rate for the pay period in which the work was performed. For salaried employees, the hourly earnings rate shall be their normal hourly rate as established by the company's compensation plan, except for those pay periods where the employee works more hours than normally expected. In those pay periods, the hourly rate for project billing purposes shall be the actual rate determined by dividing the actual compensation for that pay period by the actual hours reported, including paid absences, for that pay period. Hours worked includes paid absences, such as: holiday, vacation, sick leave, administrative leave, etc.
    - (b) Time records: The hours charged to the project must be supported by adequate time distribution records. The records must clearly indicate the distribution of hours to all activities on a daily basis for the entire

pay period, and there must be a system in place to ensure that time charged to each activity is accurate.

- (2) Direct Non-Labor Costs charges in this category include actual allowable expenses for personnel away from their base of permanent assignment, communication costs, reproduction and printing costs, computer charges, special equipment and materials required for the project, special insurance premiums if required solely for this agreement, and such other similar items. A non-labor cost cannot be charged as a direct cost and also be included in the Consultant's overhead rate. If for reasons of practicality, the consultant is treating a direct non-labor cost category, in its entirety, as an overhead cost, then costs from that category are not eligible to be billed to this project as a direct expense.

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

Company Automobile/Pick-up truck - The reimbursement for automobile/pick-up truck mileage shall be the prevailing standard rate as established by the Internal Revenue Services through its Revenue Procedures - currently 55.5 cents per mile.

Company Survey Vehicle - Currently 58 cents per mile (2.5 cents above Company Automobile/Pick-up truck)

Privately Owned Vehicle - Actual reimbursement to employee, not to exceed rates shown for company vehicles outlined above

Automobile Rental - Actual reasonable cost

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

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

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

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

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

Lunch: (a) Employee must be on overnight travel. No reimbursement for same day travel.

(b) Employee is required to leave for overnight travel at or before 11:00 a.m., or

(c) Employee returns from overnight travel at or after 2:00 p.m.

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

(b) Employee is on overnight travel.

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

The Consultant shall note the actual lodging and meal costs in a daily diary, expense report, or on the individual's time report along with the time of departure to the project and time of return to the headquarters town. The total daily meal costs must not exceed \$41.00 per person, with the exception of Omaha/Douglas County, which must not exceed \$56.00 per person (includes tax and gratuity). When requested by LPA or State, the Consultant will provide a copy of the meal receipts.

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

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

be applied. The audit may result in additional funds due the Consultant or a cost due from the Consultant to the State.

- F. The Consultant shall submit invoices to the LPA at a minimum of monthly intervals and in accordance with the "LPA Reimbursement Procedure" located on the State's webpage at: [www.transportation.nebraska.gov/gov-aff/lpa-guide-man.html#policies](http://www.transportation.nebraska.gov/gov-aff/lpa-guide-man.html#policies). The invoices must present actual direct labor, actual overhead, actual direct non-labor costs, as well as the fixed-fee based upon the actual direct labor and overhead costs billed for that period. The invoices must identify each employee by name and classification, the hours worked, and each individual's actual labor cost. Direct non-labor expenses must be itemized and provide a complete description of each item billed.

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

1. A description of the work completed for that period
2. A description of the work anticipated for the next pay period
3. Information needed from LPA
4. Percent of work completed to date
5. A completed "Cost Breakdown Form" which is located on the State's webpage at

[www.transportation.nebraska.gov/gov-aff/lpa-guide-man.html#forms4](http://www.transportation.nebraska.gov/gov-aff/lpa-guide-man.html#forms4).

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

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

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

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

#### SECTION 8. PROFESSIONAL PERFORMANCE

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

error, omission, or negligent acts of the Consultant will be borne by the Consultant without liability or expense to the LPA.

#### SECTION 9. CHANGE OF PLAN, ABANDONMENT, SUSPENSION, OR TERMINATION

Additions to the schedule of services, if approved in writing, will require negotiation of a supplemental agreement. For any work beyond the schedule of services, the Consultant shall document the additional work, estimate the cost to complete the work, and receive written approval from the LPA before the Consultant begins the work. Any such work performed by the Consultant prior to written approval of the LPA will be done at the expense of the Consultant.

The LPA has the absolute right to abandon the project or to change the general scope of work at any time and such action on its part will in no event be deemed a breach of agreement. The LPA can suspend or terminate this agreement at any time. Such suspension or termination may be affected by the LPA giving the Consultant seven days written notice.

If the LPA abandons or subtracts from the work, or suspends or terminates the agreement as presently outlined, the Consultant will be compensated in accordance with the provisions of 48 CFR 31, provided however, that in case of suspension, abandonment, or termination for breach of this agreement or for tender of improper work, the LPA can suspend payments, pending the Consultant's compliance with the provisions of this agreement. In determining the percentage of work completed, the LPA will consider the work performed by the Consultant prior to abandonment or termination to the total amount of work contemplated by this agreement. The ownership of all project plans and supporting documents completed or partially completed at the time of such termination or abandonment will be retained by the LPA and the Consultant shall immediately deliver all project plans and supporting documents to the LPA.

#### SECTION 10. OWNERSHIP OF DOCUMENTS

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

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

## SECTION 11. USE AND/OR RELEASE OF PRIVILEGED OR CONFIDENTIAL INFORMATION

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

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

**"CONFIDENTIAL INFORMATION:** Federal Law, 23 U.S.C §409, prohibits the production of this document or its contents in discovery or its use in evidence in a State or Federal Court. The LPA has not waived any privilege it may assert as provided by that law through the dissemination of this document and has not authorized further distribution of this document or its contents to anyone other than the original recipient."

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

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

dissemination of any privileged or confidential information or documentation on the part of the Consultant.

#### SECTION 12. FORBIDDING USE OF OUTSIDE AGENTS

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

#### SECTION 13. NON-RAIDING CLAUSE

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

#### SECTION 14. GENERAL COMPLIANCE WITH LAWS

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

#### SECTION 15. DISPUTES

Any dispute concerning a question of fact in connection with the work covered under this agreement will be addressed in accordance with LPA Manual Section 4.4.3.5 DISPUTE RESOLUTION.

#### SECTION 16. RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Consultant agrees to save harmless the LPA from all claims and liability due to the activities of the Consultant or those of the Consultant's agents or employees in the performance of work under this agreement. In this connection, the Consultant shall for the life of this agreement, carry insurance as outlined in Exhibit "C" and attached hereto, and hereby made a part of this agreement.

#### SECTION 17. PROFESSIONAL REGISTRATION

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

SECTION 18. SUCCESSORS AND ASSIGNS

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

SECTION 19. DRUG-FREE WORKPLACE POLICY

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

SECTION 20. FAIR EMPLOYMENT PRACTICES ACT

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

SECTION 21. DISABILITIES ACT

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

SECTION 22. DISADVANTAGED BUSINESS ENTERPRISES

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

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

SECTION 23. NONDISCRIMINATION

- A. Compliance with Regulations: During the performance of this agreement, the Consultant, for itself and its assignees and successors in interest, agrees to comply with the regulations of the DOT relative to nondiscrimination in federally-assisted programs of the DOT (49 CFR 21 and 27, hereinafter referred to as the Regulations), which are hereby made a part of and included in this agreement by reference.
- B. Nondiscrimination: The Consultant, with regard to the work performed by it after award and prior to completion of this agreement, shall not discriminate on the basis

of race, color, sex, or national origin in the selection and retention of Subconsultants, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5, including employment practices when the agreement covers a program set forth in Appendixes A, B, and C of 49 CFR 21.

- C. Solicitations for Subagreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subagreement, including procurements of materials or equipment, each potential Subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this agreement and the Regulations relative to nondiscrimination on the basis of race, color, sex, or national origin.
- D. Information and Reports: The Consultant shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the LPA, State or FHWA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall certify to the LPA, State or FHWA, as appropriate, and set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this agreement, the LPA will impose such agreement sanctions as it or the State and FHWA may determine to be appropriate, including but not limited to withholding of payments to the Consultant under this agreement until the Consultant complies, and/or cancellation, termination, or suspension of this agreement, in whole or in part.
- F. Incorporation of Provisions: The Consultant shall include the provisions of paragraphs A through E of this section in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The Consultant shall take such action with respect to any subagreement or procurement as the LPA, State or FHWA may direct as a means of enforcing such provisions including

sanctions for noncompliance, provided however, that in the event a Consultant becomes involved in or is threatened with litigation with a Subconsultant/ Subcontractor as a result of such direction, the Consultant may request that the LPA enter into such litigation to protect the interests of the LPA and, in addition, the Consultant may request that the State and United States enter into such litigation to protect the interests of the State and United States.

#### SECTION 24. SUBLETTING, ASSIGNMENT, OR TRANSFER

Any other subletting, assignment, or transfer of any professional services to be performed by the Consultant is hereby prohibited unless prior written consent of the LPA is obtained.

As outlined in the DISABILITIES ACT Section of this agreement, the Consultant shall take all necessary and reasonable steps to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform subagreements. Any written request to sublet any other work must include documentation of efforts to employ a disadvantaged business enterprise.

#### SECTION 25. CONFLICT OF INTEREST

The Consultant shall review the Conflict of Interest provisions of 23 CFR 1.33 and 49 CFR 18.36(b)(3) and agrees to comply with all the Conflict of Interest provisions in order for the project to remain fully eligible for State or Federal funding. Consultant should review, understand and follow the instructions provided in the **NDOR CONFLICT OF INTEREST**

#### **GUIDANCE DOCUMENT for CONSULTANTS for LOCAL FEDERAL-AID**

**TRANSPORTATION PROJECTS** located on the State website at the following location:

<http://www.dor.state.ne.us/gov-aff/lpa/chapter-forms/coi/coi-guidance-doc-consultant.pdf>

Consultant must also complete and sign the **CONFLICT OF INTEREST DISCLOSURE FORM FOR CONSULTANTS for Local Federal-aid Transportation Projects**, for each project. This form is located on the State website at the following location:

<http://www.dor.state.ne.us/gov-aff/lpa/chapter-forms/coi/coi-disclosure-doc-consultant.pdf>

Consultants and sub-consultants providing services for LPA's, or submitting proposals for services, shall have the duty to notify the LPA and the NDOR LPD PC and submit a revised Conflict of Interest Disclosure Form for Consultants for any changes in circumstances, or discovery of any additional facts, that could result in someone employed by, or who has an

ownership, personal, or other interest with Consultant or sub-consultant having a real or potential conflict of interest on an LPA federal-aid transportation project.

SECTION 26. CONSULTANT CERTIFICATIONS

The undersigned duly authorized representatives of the Consultant, by signing this agreement, hereby swears, under the penalty of law, the truth of the following certifications, and agrees as follows:

- A. **Neb.Rev.Stat. § 81-1715(1).** I certify compliance with the provisions of Section 81-1715 and, to the extent that this contract is a lump sum or actual cost-plus-a-fixed fee professional service contract, I hereby certify that wage rates and other factual unit costs supporting the fees in this agreement are accurate, complete, and current as of the date of this agreement. I agree that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the LPA determines the contract price had been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. Neb.Rev.Stat. §§ 81-1701 through 81-1721.
- B. Neb. Rev. Stat. §§ 81-1717 and 1718. I hereby certify compliance with the provisions of Sections 81-1717 and 1718 and, except as noted below neither I nor any person associated with the firm in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position involving the administration of federal funds:
1. Has employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this agreement, or
  2. Has agreed, as an express or implied condition for obtaining this agreement, to employ or retain the services of any firm or person in connection with carrying out this agreement, or
  3. Has paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with procuring or carrying out this agreement, except as here expressly stated (if any).

**C. Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions.** Section C1 below contains 10 instructions that consultant agrees to follow in making the certifications contained in C2.

**1. Instructions for Certification**

- a. By signing this agreement, the Consultant is providing the certification set out below.
- b. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this project. The Consultant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the LPA's determination whether to enter into this agreement. However, failure of the Consultant to furnish a certification or an explanation will disqualify the Consultant from participation in this agreement.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the State determined to enter into this agreement. If it is later determined that the Consultant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the LPA may terminate this agreement for cause or default.
- d. The Consultant shall provide immediate written notice to the LPA if at any time the Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.
- f. The Consultant agrees that should the proposed covered transaction be entered into, it will not knowingly enter into any lower tier covered

transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the LPA before entering into this agreement.

- g. The Consultant further agrees to include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the State without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- h. The Consultant in a covered transaction may rely upon a certification of a prospective Subconsultant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Consultant may decide the method and frequency by which it determines the eligibility of its principals.
- i. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if the Consultant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the LPA may terminate this agreement for cause or default.

**2. Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions**

- a. By signing this agreement, the Consultant certifies to the best of its knowledge and belief, that it and its principals:

- i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - ii. Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph A.(ii) of this certification; and
  - iv. Have not within a three-year period preceding this agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- b. Where the Consultant is unable to certify to any of the statements in this certification, such Consultant shall attach an explanation to this agreement. I acknowledge that this certification is to be furnished to the State and the FHWA in connection with this agreement involving participation of federal-aid highway funds and is subject to applicable, state and federal laws, both criminal and civil.

#### SECTION 27. (LPA) CERTIFICATION

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

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

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

SECTION 28. ALL ENCOMPASSED

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





### Cavett Trail Connector



Project No. ENH-55(172)  
 Control No. 13079  
 Lincoln Cavett Connector Trail

Exhibit "A"

**EXHIBIT "A"**

**Scope of Services  
Cavett Connector Trail  
City of Lincoln  
Project No. ENH-55(172), CN: 13079  
Professional Engineering Services**

The scope of services for this project involves professional engineering services required to produce final construction plans and specifications to connect the Tierra/Williamsburg Trail with the Yankee Hill Trail from approximately 36<sup>th</sup> and San Mateo Drive to 34<sup>th</sup> and Yankee Hill Road for a trail length of approximately 3,500 feet. The required professional engineering services will include project management, public involvement, survey, trail design, environmental documentation and right of way design.

**I. Project Management**

**A. Pre-Design Meeting**

1. Once notice to proceed has been received, the Consultant will schedule and attend a pre-design meeting with City staff and utilities. The City's Project Manager will supply a list of invitees and the Consultant shall be responsible for notification to attendees.

**B. Utility Coordination and Review Meeting**

1. The Consultant will review the utility locations shown on the plans, and verify these locations during field inspections. After survey is complete, plans will be printed and distributed to the Utility Companies for verification of ownership, type, size, location, and cased or uncased.

The Consultant will request that the Utility Companies return to the Consultant marked up plans with utility verification. The Consultant will incorporate the information into the topography. All utilities identified in the topographic survey and verified by the individual utility will be incorporated into the plans.

Identification and verification by the Utility Companies of major utility conflicts such as fiber optic lines, gas pipelines, crude oil pipelines, high-pressure waterlines, transmission lines, etc., will be accomplished at the earliest possible time. The Consultant and the City's Project Manager will discuss major conflicts and attempt to avoid them. If avoidance is not possible, the Consultant will then request the Utility Company to verify the conflict and provide a preliminary estimate of reimbursable costs associated with the utility relocation.

2. It is anticipated that there will be at least one meeting for utility reviews, which shall include time for coordination via the phone and one-on-one meetings with the affected utilities.

**C. 30% Submittal Review Meeting**

1. The Consultant will schedule and attend a review meeting to receive the City's and Sinclair Hille's review comments after the 30% submittal.

**D. Plan-In-Hand Meeting**

1. The Consultant will schedule and attend a plan-in-hand meeting at the construction site. This meeting is to be held following the review period of the 30% submittal.

**E. 60% and 90% Submittal Review Meeting**

1. The Consultant will schedule and attend a review meeting to receive the City's and Sinclair Hille's review comments after the 60% and 90% submittals.

**F. Final PS&E Submittal Review Meeting**

1. The Consultant will schedule and attend a review meeting to receive the City's and Sinclair Hille's final review comments after the PS&E submittal.

**G. Contract Administration/Scheduling & Coordination of Design Professionals**

1. The Consultant Project Manager will serve as point of contact and will be responsible for the following:

- a. Establish and maintain project schedule and budget.
- b. Define individual tasks and establish cost and schedule of each task.
- c. Provide forecast showing expenditure by month.
- d. Provide monthly progress reports, with invoices, showing percent of work completed for each task.

2. The Consultant will coordinate their design with agencies and/or Consultants that are involved with this project. Coordination includes up to three (3) one-on-one meetings with the agencies or Consultants.

**II. Public Involvement**

**A. Public Meetings (30% and 90% Design Completion) (2)**

1. The Consultant will schedule, arrange, and facilitate two public open house meetings to be held in conjunction with the 30% and 90% plan submittals. The Consultant shall draft a news release for the open house to be reviewed and distributed by the City's Project Manager.

During the public meeting, City staff and the Consultant will be available to answer questions and receive comments. The Consultant will provide and maintain a sign-in list and comment forms for the open house and prepare a written summation of the oral and written comments received. The Consultant shall provide any necessary follow-up.

**B. Provide Preliminary Set of Plans**

1. The Consultant will provide adequate copies of the plans for review and questions during the open house meetings.

**C. Prepare Informational Materials**

1. The Consultant will develop a project information sheet. The information sheet will be included with the 30% submittal and updated as the project progresses. The Consultant shall also develop other informational material such as individual letters to property owners and a mosaic for the open houses as requested by the City's Project Manager. All informational materials shall be reviewed and approved by the City's Project Manager prior to printing.

**D. Stakeholder Group Meeting (1)**

1. The Consultant will meet with one stakeholder group who are significantly affected by the project. This meeting will be conducted prior to the 30% submittal public open house meeting, if required.

**III. Survey**

**A. Topographical Survey**

1. Topographical Requirements: The Consultant will perform the necessary topographic ground survey including the existing centerline, intersecting streets, sidewalks, drives, drainage structures, trees, the tying of located land monuments to the existing centerline, cross-sections, and other additional areas necessary for the trail design and the design of the necessary easements needed to construct the project. A topographic survey will be performed using electronic 'Total Station' and GPS technology utilizing City of Lincoln standard codes. Drawings will be completed using MicroStation/GEOPAK format. Copies of field book records and electronic records will be submitted to the City at the completion of final design. Natural topographic features and man-made features, will be recorded by coordinates to the nearest one-tenth (0.1) of a foot. All such topographic features, which are pertinent to

the design or are necessary to properly show the effect of the proposed work upon the adjoining property and/or improvements, will be recorded. The topographical survey will include an exact and detailed tree count, noting the size, type and location (station and offset will be noted on the plans). Prior to starting any survey work a notice of intent letter will be sent to all private residents directly adjacent to the project area about the upcoming project and survey work that will take place near them. The letter will advise residents that our survey crew may come on their property to acquire the necessary topographic information to complete the overall survey.

The limits of the survey will primarily be as shown on the attached survey boundary exhibit.

- a. *Base Map Preparation:* Consultant will create the base map using the topographic survey data and submit it to the City for review using Microstation/Geopak software and City of Lincoln drawing standards.
- b. *Horizontal Control:* The Consultant shall provide a list of horizontal control points with coordinates, descriptions, station and offset. Horizontal control will be referenced to the Lancaster County Grid using known land survey monuments.
- c. *Vertical Control:* Vertical control will be completed by differential level circuit referenced to the City of Lincoln Benchmark Network. Ties to control used for City of Lincoln projects in the area can be done for "design-fit" confirmation.
- d. *Locate Section Corners/Property Corners:* The Consultant will survey section corners and property corners necessary to assemble the geometry to create the right-of-way drawings.
- e. *Bench Level Run:* Bench levels will be run by direct leveling methods, (no "side shots" will be permitted). Levels will close within an allowable error of five-hundredths (0.05) of a foot times the square root of the length of the level loop in miles. The Consultant will run a closed level circuit, establishing intermediate benchmarks along the project and on intersecting streets beyond the limits of the project. This level circuit will be tied into the benchmarks provided by the City in NAVD 88.
- f. *Utility Locates:* Utilities will be drawn from surveying above ground features, including markings by utility companies resulting from the locate request. Information supplied by utility companies will be used to complete the placement of existing utilities on the plans. Locations from utility plans will be transferred into the topographic survey. Where available, above-ground utility features will be used to improve accuracy. The Consultant will add a disclaimer to the drawings with respect to the undetermined location of underground utilities.

#### IV. Trail Design/Engineering

##### A. 30% Plan Submittal

1. Site Inspections (Field Check 1 Visit)
2. Data Collection and Review
3. Aerial Cover Sheet
4. Typical Section Sheet
5. General Notes Sheet
5. Horizontal and Vertical Alignment Design
6. Limits of Construction
7. Trail Plan and Profile Sheets – Construction and Removal Notes
8. Estimate of Earthwork Quantity
9. Trail Cross Section Sheets
10. Quantities/Cost Estimate

11. Quality Control/Assurance
- B. 60% Plan Submittal
  1. Aerial Cover Sheet
  2. Typical Section Sheet
  3. Summary of Quantities Sheet
  4. Horizontal Alignment and Control Points Sheet
  5. General Notes Sheet
  6. Construction Phasing Sheets
  7. Limits of Construction
  8. Trail Plan and Profile Sheets – Construction, Erosion Control and Removal Notes
  9. Right of Way Sheets – Tract Map
  10. Estimate of Earthwork Quantity
  11. Trail Cross Section Sheets
  12. Cost Estimate
  13. Quality Control/Assurance
- C. 90% Plan Submittal
  1. Aerial Cover Sheet
  2. Typical Section Sheet
  3. Summary of Quantities Sheet
  4. Horizontal Alignment and Control Points Sheet
  5. General Notes Sheet
  6. Construction Phasing Sheets
  7. Limits of Construction
  8. Trail Plan and Profile Sheets – Construction, Erosion Control and Removal Notes
  9. Traffic Control Plan Sheet
  10. Right of Way Sheets – Tract Map and Legal Descriptions
  11. Estimate of Earthwork Quantity
  12. Special Plan Sheets
  13. Trail Cross Section Sheets
  14. Standard Plan Sheets
  15. Cost Estimate
  16. Special Provisions
  17. Quality Control/Assurance
- D. PS&E Plan Submittal
  1. Aerial Cover Sheet
  2. Typical Section Sheet
  3. Horizontal Alignment and Control Points Sheet
  4. General Notes Sheet
  5. Construction Phasing Sheets
  6. Trail Plan and Profile Sheets – Construction, Erosion Control and Removal Notes
  7. Traffic Control Plan Sheet
  8. Right of Way Sheets – Tract Map and Legal Descriptions
  9. Special Plan Sheets
  10. Trail Cross Section Sheets
  11. Standard Plan Sheets
  12. Individual Quantity Sheets & Horseblankets
  13. Special Provisions
  14. Quality Control/Assurance
- E. Final Plan Submittal
  1. Includes all items listed in PS&E Submittal
  2. PS&E Review Comment Corrections
- V. **Environmental Documentation**
  - A. Environmental Determination. The City of Lincoln has belief that the proposed project will be classified as a Type II Categorical Exclusion (Justified CE) pursuant to 23 CFR 771.117(d). As such, Consultant will prepare an Environmental Determination Form and supporting documentation in compliance with the *NDOR LPA Manual for Preparing*

*Categorical Exclusions for Local Federal Aid Projects*, and in compliance with the National Environmental Policy Act (NEPA), and all applicable State and Federal laws, Executive Orders, and regulations. The Determination Form and supporting documentation will provide a level of analysis commensurate with the level of impact of the proposed action and its alternatives.

Sections in the Determination Form include:

1. Project Description
2. Other Alternatives Considered
3. Right of Way, Relocations, Utility Coordination
4. Socio-Economic
5. Historic and Cultural Resources (Section 106)
6. Section 4(f) and Section 6(f)
7. Threatened and Endangered Species
8. Farmland
9. Wetlands/Waters of the United States/Waters of the State (Title 117)
10. Floodplains
11. Regulated Materials
12. Air Quality/Noise
13. Water Quality
14. Wild and Scenic Rivers
15. Construction Impacts
16. Public Involvement
17. Permitting and Environmental Commitments

The focus of these evaluations will be on important impacts and issues (i.e. resources with a reasonable likelihood of being affected to some extent), with less important areas only briefly discussed (i.e. resources with no potential to be affected to any extent). Based on the extent of adverse impacts, mitigation will be identified as required. Detailed mitigation plans with specific criteria and associated monitoring activities are outside of the scope of this study.

Consultant will contact various agencies and interested stakeholders, including U.S. Department of Defense, U.S. Army Corps of Engineers, U.S. Fish and Wildlife Service, U.S. Environmental Protection Agency, Nebraska State Historic Preservation Officers, Nebraska Department of Environmental Quality, Nebraska Department of Natural Resources, Nebraska Game and Parks Commission, and any other applicable agencies, and any other applicable stakeholders.

Consultant will gather information from the City of Lincoln, agencies listed above, and other sources, including site visits. If necessary, the Consultant will arrange for an agency scoping meeting and site tour.

- B. **Wetland Delineation.** Complete a jurisdictional wetland evaluation of the wetland and waters of the U.S. for the project site. Wetlands identified during the investigation will be delineated in accordance with the U.S. Army Corps of Engineers (COE) 1987 Wetlands Delineation Manual, and wetland boundaries will be located by sub-meter accuracy GPS in the field. Data on soils, hydrology, and vegetation will be collected. Color photographs of the wetland and upland areas will be taken, and data sheets will be filled out at locations that will allow wetland boundaries to be determined. Areas that are not wetlands but meet the definition of "waters of the U.S." will be identified on maps only and not delineated in the field. A wetland report will be prepared documenting the findings.
- C. **Wetland Permitting Assistance.** This project is assumed to qualify for a Nationwide Permit (either 23 for Approved CE or 14 for Transportation Projects).
- D. **Complete NEPA Forms and support for CE;** provide for revisions required.
- E. **Prepare Green Sheets and revisions required.**

**VI. Permit Applications**

- A. 404 permit completion with any and all fees paid by the City of Lincoln.
- B. SWPPP document preparation and completion.
- C. NPDES permit completion.

**VII. Right of Way Services**

- A. Title Searches to be completed by the City of Lincoln.
- B. R.O.W. plans and Legal Descriptions to be identified and completed during the R.O.W. design.
  - 1. The Consultant will determine the easements (temporary and permanent) required to construct the project. The landbase files and title researches provided by the City will be used by the Consultant to determine the easements needed to construct the project.
  - 2. It is estimated there will be four (4) tracts associated with this project. **NO** tracts are estimated to need revisions due to property owner negotiations.
  - 3. The Consultant will prepare legal descriptions for the temporary and permanent easements to be acquired. Also, a tract map will be completed for all existing owners along the project corridor.
  - 4. Stake easements for field review by owners.
- C. Appraisals to be completed by the City of Lincoln.
- D. Acquisition Negotiation to be completed by the City of Lincoln.
- E. Coordinate with Appraisers, Title Company and Negotiators
- F. No condemnation procedures are expected for this project and therefore not included in this scope of work.

**VIII. City Responsibilities**

- A. The City of Lincoln will supply the following information:
  - 1. Ownership records and title searches
  - 2. Tenant names (if known)
  - 3. Available water and sewer locations, size, and materials
  - 4. Copies of available reports
  - 5. Copies of any required as-built plans for water, sewer or storm sewer
  - 6. Available drainage studies
  - 7. Available geotechnical reports
  - 8. Bench marks and horizontal control points
  - 9. Right-of-entry to private property for surveyors
  - 10. Available plats of adjacent properties
  - 11. Aurigo files and bid history

## **GENERAL INFORMATION**

### **1. PLAN FORMAT**

Two full size (24" x 36") white paper bond copies and a pdf copy of the plans will be submitted at the 30% submittal, 60% submittal, 90% submittal and draft PS&E submittal. All submittals shall be bound with post screws or staples.

Final plans will be submitted on 24" x 36" white paper bond and pdf format with electronic signature note and will be accompanied by an electronic copy of the design in MicroStation, GEOPAK format. GEOPAK GPK files will also be submitted.

All sheets will be plotted at the City of Lincoln's standard sheet scales.

Care will be exercised in drawing all construction details. All notes will be properly spaced and all lettering will be of an engineering style. Clarity must be maintained to allow the plans to be archived on microfilm; the background topography, grid lines etc. on plan and profile sheets will be removed behind the text. The construction notes and details shall follow NDOR bid item formatting.

The Consultant shall follow the City of Lincoln's CADD drafting procedures and guidelines in preparing the plans.

The CADD files will conform to the following standards and conventions. All plans, specifications, and documents will be in English units using the following working units:

- a) Master Units = Ft
- b) Sub Units = 1000<sup>th</sup>
- c) Position Units = 1

Global origin of the graphics design plane will be located at x= 0.0000, y= 0.0000.

The project will follow the current MicroStation V8 and Geopak CADD standards.

#### **Reports, Studies and Technical Information:**

The Consultant shall prepare and submit the following items:

1. Technical memos for all pertinent meetings.
2. Meeting minutes from all meetings.
3. Miscellaneous correspondence and information related to the project.
4. Summary of quantities and opinion of probable cost.
5. Permit applications.
6. Special Provisions for items not covered by the Nebraska Department of Roads Specifications.

### **2. RIGHT-OF-WAY SUBMITTALS**

Plan submittals and right-of-way documents for the project will include, but not be limited to the following:

1. Summary Sheet
2. Right-of-way Plan Sheets – Tract Maps
3. Legal Descriptions

The first submittal (Ownership Plans) will show the existing ownership, existing right-of-way, as well as the preliminary design features of the trail and preliminary limits of construction. This shall be completed during the 60% plan submittal, unless otherwise noted.

The second submittal (Appraisal/Negotiation Plans) will show the proposed right-of-way and easement design. The plans will show new temporary and

permanent easements needed for construction and maintenance of the new storm drainage area. This shall be completed during the 90% plan submittal, unless otherwise noted.

A summary sheet will be prepared showing the area of acquisition needed from each tract along the project in square feet, along with a strip map showing the location of the tracts. Legal descriptions will be prepared for tracts needing additional easements. This shall be completed during the 90% plan submittal, unless otherwise noted.

The PS&E plan submittal will show the right-of-way as acquired or as being acquired through eminent domain.

The final right-of-way plans will be submitted on 24" x 36" white paper bond and pdf with an electronic signature note with the bid package and will be accompanied by an electronic copy of the design in MicroStation format.

<b>Appendix A</b> <b>Total Project Fee</b>  (Project Description) City Project Number			
<b>Task No.</b>	<b>Task Description</b>		<b>Fee Estimate</b>
1	Project Management		\$12,494.56
2	Public Involvement		\$3,822.77
3	Survey		\$4,648.02
4	Trail Design/Engineering		\$33,279.48
5	Environmental Documentation		\$14,554.75
6	Permit Applications		\$4,338.26
7	Right of Way Services		\$829.21
8	Expenses		\$6,318.12
		<b>Total Project Cost</b>	<b>\$80,285.17</b>

Project No. ENH-55(172)  
 Control No. 13079  
 Lincoln Cavett Connector Trail

Exhibit "B"



MAN-HOUR ESTIMATE - CAVETT CONNECTOR TRAIL ENH-55(172) - CN-13079

Task No.	Description of Work Items / Tasks	Principal	PA	SY/E	FE	RD	DT	CT	OL	RLS	SC	Total Manhours	Total Labor Fee	Overhead (A-B)	Total (A+B)	Profit (12.65%)	Total Fee (A+B+C)	
	Special Plan Sheets				1			2				3	\$632	\$170.02	\$296.95	\$33.02	\$299.97	
	Cost Estimate				2			1				3	\$602	\$167.53	\$293.85	\$36.46	\$320.33	
	Quality Control/Assurance			2				4				6	\$295.05	\$499.16	\$18.92	\$73.45	\$977.77	
	PS&E Plan Submittal											2	\$50.00	\$252.50	\$0.00	\$93.00	\$430.50	
	Final Control Sheet							1				1	\$25.84	\$0.00	\$0.00	\$0.00	\$25.84	
	172nd Station Sheet							1				1	\$25.84	\$0.00	\$0.00	\$0.00	\$25.84	
	Horizontal Alignment and Control Points Sheet							1				1	\$25.84	\$0.00	\$0.00	\$0.00	\$25.84	
	General Notes Sheet							1				1	\$25.84	\$0.00	\$0.00	\$0.00	\$25.84	
	Construction Paving Sheets							2				2	\$51.68	\$0.00	\$0.00	\$0.00	\$51.68	
	Trail Plan and Profile Sheets - Construction, Erosion Control and Removal Notes							3				3	\$77.02	\$52.32	\$290.05	\$29.96	\$298.61	
	Trail Plan Sheet							6				7	\$180.88	\$73.07	\$953.99	\$72.43	\$1,130.37	
	Profile Control Sheet							2				2	\$51.68	\$0.00	\$153.37	\$9.71	\$174.88	
	Estimate of Earthwork Quantity							1				1	\$25.84	\$0.00	\$0.00	\$0.00	\$25.84	
	Special Plan Sheets				1			3				4	\$122.86	\$200.78	\$333.64	\$42.92	\$326.72	
	Trail Cross Section Sheets							2				2	\$51.68	\$0.00	\$153.37	\$9.71	\$174.88	
	Standard Plan Sheets							1				1	\$25.84	\$0.00	\$0.00	\$0.00	\$25.84	
	Individual Quantity Sheets and Headnotes							6				10	\$255.80	\$78.64	\$1,124.44	\$112.37	\$986.81	
	Special Provisions							1				1	\$25.84	\$0.00	\$0.00	\$0.00	\$25.84	
	Quality Control/Assurance							1				1	\$64.50	\$128.17	\$395.97	\$24.40	\$419.19	
	Final Plan Submittal							2				2	\$128.17	\$64.50	\$192.67	\$12.82	\$185.49	
	PS&E Review Comment Corrections							10				13	\$345.73	\$78.57	\$1,025.00	\$131.71	\$1,156.72	
	<b>5 Environmental Documentation</b>																\$33,278.48	
	Environmental Determination				2			8				10	\$358.16	\$97.89	\$1,054.05	\$135.52	\$1,190.18	
	Midland Definition				2			4				6	\$159.08	\$42.27	\$451.35	\$57.67	\$509.02	
	Midland Permitting Assistance				2			8				10	\$358.16	\$97.89	\$1,054.05	\$135.52	\$1,190.18	
	Complete NEPA Forms and CE Document				10			69				95	\$3,075.96	\$6,177.19	\$1,164.47	\$10,285.62		
	Prepare Green Sheets				2			6				10	\$358.16	\$97.89	\$1,054.05	\$135.52	\$1,190.18	
	<b>6 Permit Applications</b>																\$14,554.75	
	404 Form				2			13				15	\$1,417.17	\$1,005.92	\$1,919.99	\$193.52	\$1,718.31	
	SWPPP				4			12				16	\$1,352.58	\$1,746.96	\$2,243.55	\$224.35	\$1,970.52	
	NPDES Permit				1			4				5	\$195.63	\$381.27	\$762.54	\$76.25	\$686.29	
	<b>7 Right of Way Services</b>																\$4,339.26	
	Legal Descriptions (4 Tracts)							3				4	\$110.88	\$216.51	\$327.22	\$42.65	\$369.87	
	Stake Cassments (2 Tracts)							2				4	\$137.87	\$280.70	\$407.57	\$52.37	\$459.94	
	<b>Total Manhours</b>				89		212	0	74	212		700	\$22,117.90	\$43,972.67	\$65,044.57	\$8,422.48	\$73,987.05	
	<b>Total</b>						\$0.00	\$2,997.40	\$5,489.28	\$983.25	\$131.48	\$1,222.00	\$1,298.17	\$11,340.91	\$1,721.44	\$24,761.94	\$0.00	\$8,068.11
	<b>Total Labor OH &amp; Profit</b>						\$0.00	\$8,068.11	\$18,345.89	\$3,280.19	\$430.65	\$4,096.69	\$22,117.90	\$43,972.67	\$65,044.57	\$8,422.48	\$73,987.05	

Project No. ENH-55(172)  
Control No. 13079  
Lincoln Cavett Connector Trail

TOTAL EXPENSES						
Expenses	Amount		\$ Ea.	Cost		
<b>Design</b>						
Travel, mile (car)	100	MILES	0.51	\$51.00		
Travel, mile (survey vehicle)	280	MILES	0.535	\$149.80		
Half Size Plots (each)	320	EA.	0.45	\$144.00		
Full Size Plots (each)	640	EA.	1.00	\$640.00		
Public Meeting Exhibit	1	L.S.	200	\$200.00		
Miscellaneous Expenses(Plots, Copies, Reports, etc.)	1	L.S.	500	\$500.00		
Sub-Consultant: Terracon	1	L.S.	4633.32	\$4,633.32		
			<b>Sub Total</b>	<b>\$6,318.12</b>		
<b>Survey Expenses</b>						
<b>Public Involvement Expenses</b>						
			<b>Total</b>	<b>\$6,318.12</b>		

Project No. ENH-55(172)  
Control No. 13079  
Lincoln Cavett Connector Trail





July 14, 2011

Kirkham Michael  
12700 West Dodge Road  
Omaha, Nebraska 68154

Attn: Mr. Nick Gordon  
P: 402.952.3882  
F: 402.255.3850  
ngordon@kirkham.com

Re: Proposal for Wetland Delineation and NEPA Services  
Trail Project in South Lincoln  
Lincoln, Lancaster County, Nebraska  
Terracon Proposal No. P05110202 (Revision 3)

Dear Mr. Gordon:

Terracon is pleased to submit this proposal for the above referenced project. This proposal outlines our understanding of the proposed project, our proposed scope of services, schedules, and estimated fees.

## A. PROJECT INFORMATION

This proposal by Terracon to Kirkham Michael (KM) is to provide wetland delineation services (Services) in regards to a trail project near 40<sup>th</sup> Street and Yankee Hill Road in Lincoln, Lancaster County, Nebraska. The trail construction is approximately 3,900 feet long. If the aforementioned information is not accurate please inform us immediately.

We are proposing to conduct a wetland delineation to determine if wetlands are present within the project site. If wetlands are identified, we will evaluate the site features so that we can make a recommendation regarding whether the identified wetlands would be considered jurisdictional by the U.S. Army Corps of Engineers (USACE).

## B. SCOPE OF SERVICES

### B.1. Wetland Delineation and Report

The wetland delineation will use mandatory technical criteria, field indicators, and other sources of information to evaluate possible jurisdictional wetlands. The classification will be conducted

Terracon Consultants, Inc. 15080 A Circle Omaha, Nebraska 68144  
P [402] 330 2202 F [402] 330 7606 terracon.com

Project No. ENH-55(172)  
Control No. 13079  
Lincoln Cavett Connector Trail

tal ■ Construction Materials ■ Facilities

Exhibit "B"

**Proposal for Wetlands Services**

Trail Project South Lincoln ■ Lincoln, Lancaster County, Nebraska  
July 14, 2011 ■ Terracon Proposal No. P05110202 (Revision 3)

**Terracon**

by an experienced wetlands scientist. If wetlands are present, the boundaries within the project area will be delineated.

The methods Terracon will use in the delineation generally follow the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (2010) and the Federal Manual for Identifying and Delineating Jurisdictional Wetlands (1987). Jurisdictional wetlands generally have three essential characteristics: hydrophytic vegetation, hydric soils, and wetland hydrology.

Our proposed Scope of Work includes the following:

- Assemble application information (i.e., aerial maps, soil classifications, site hydrology, vegetation type, etc.).
- Conduct on-site visit to gather data pertaining to the hydrophytic vegetation community, surface hydrology, and hydric soil characteristics. The following items will be conducted at discrete data point locations within suspect wetland areas on-site.
  - ❖ Assess each stratum of vegetation (i.e., trees, saplings/shrubs, herbs, and woody vines). Vegetation will be classified by Genus species and dominance will be determined.
  - ❖ Classify soil types and evaluate hydric soil indicators using shallow soil probes or space holes.
  - ❖ Observe site characteristics for wetland hydrology indicators.
- Utilize a Trimble GeoXT GPS unit to map the wetland boundaries if wetlands are delineated. We will use a hand-held GPS unit (sub-meter accuracy) to map the location and boundaries of delineated wetlands. If heavy tree cover is present, a non-GPS survey may be needed to evaluate wetland boundaries. Fees for standard surveying have not been included in this proposal. Unless specifically requested by the client, the boundaries of wetlands will be delineated with a GPS unit and will not be staked.
- Prepare maps showing the delineated wetland area(s) and Waters of the United States (WUS).
- Submit a Wetland Delineation Report and Section 404 Permit Application documenting the applicable data and wetland jurisdictional rationale.

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Project No. ENH-55(172)  
Control No. 13079  
Lincoln Cavett Connector Trail

2  
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Exhibit "B"

## **B.2. NEPA Services**

As requested by Kirkham Michael, Terracon will review and provide comments to Kirkham Michael regarding portions of the NEPA report. We anticipate that the review may be conducted in sections as the draft report is being prepared, which may require revisions of previous reviewed sections of the report. Time for a Terracon Project Manager (ten hours) and Senior Project Manager (three hours) has been budgeted for the review. Services of drafting and clerical staff, Principal Engineers, or other Terracon personal are not anticipated or budgeted for the NEPA report review. If these services are requested, Terracon will provide additional scope and cost estimate for your approval prior to conducting the work.

## **B.3. Public Meeting**

A Terracon Project Manager will attend one (1) public meeting in Lincoln. We have budgeted four hours for travel and meeting time. Arranging for the meeting is not considered part of our proposed scope of services.

## **B.4. Assumptions and Key Understandings**

1. According to the Midwest Supplement, the wetland delineation should be conducted when vegetation is actively growing (generally May-October). The client shall understand that a wetland delineation outside the growing season is not ideal, but can be done with permission from the USACE if there is no significant snow blanket covering vegetation and if the ground is not frozen. If the wetland delineation would be conducted outside of the growing season, surveying of any identified wetlands would be conservative. A follow-up visit, which is not included in this proposal, may be necessary during the vegetative growing season to confirm plant species.
2. Coordination with the Nebraska State Historical Society regarding historic resources and the United States Fish and Wildlife Services and/or the Nebraska Game and Parks Commission regarding non-wetland impacts is not included in this proposal.
3. Services associated with a Jurisdictional Determination Form, mitigation plan for impacts, mitigation site design, and annual monitoring are not included in this proposal. In addition, services associated with an environmental assessment or environmental impact statement, per the Council on Environmental Quality (CEQ) and National Environmental Policy Act (NEPA) regulations are not included in this proposal.

If requested, the above mentioned services in Section B.2 can be provided by Terracon under a supplemental Task Order.

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Project No. ENH-55(172)  
Control No. 13079  
Lincoln Cavett Connector Trail

3  
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Exhibit "B"

**Proposal for Wetlands Services**  
Trail Project South Lincoln ■ Lincoln, Lancaster County, Nebraska  
July 14, 2011 ■ Terracon Proposal No. P05110202 (Revision 3)

**Terracon**

### **C. COMPENSATION**

Terracon proposes to conduct the Services for a following estimated cost of \$4,633.32 as provided in the attached Estimated Cost Summary Table. Invoices will be submitted and reflect the actual number of units and unit rates conducted in accordance with the Table.

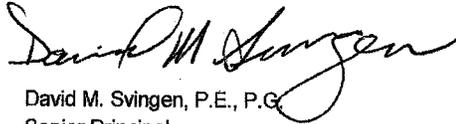
### **D. AUTHORIZATION**

Terracon and Kirkham Michael have an existing Master Services Agreement, dated October 14, 2004, which will be used for this project. This proposal may be accepted by executing a Task Order established by the Master Services Agreement, and returning it along with this proposal to Terracon. This proposal is valid if authorized within sixty days from the listed proposal date.

If you have any questions or concerns regarding this proposal or require additional services, please contact David Jordan or David Svingen at (402) 330-2202.

Sincerely,

**Terracon Consultants, Inc.**



David M. Svingen, P.E., P.G.  
Senior Principal

JES/DMS;jes/leb

Copies to: Addressee (1 via e-mail)

Attachment: MSA Task Order

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Project No. ENH-55(172)  
Control No. 13079  
Lincoln Cavett Connector Trail

4  
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**Exhibit "B"**

**TERRACON  
ESTIMATED COST SUMMARY  
CAVETT TRAIL, LINCOLN, NEBRASKA  
Terracon Proposal No. P05110202**

Classification	Estimated Hours	Hourly Salary	Overhead 199.3%	Profit 12.8%	Billing Rate	Estimated Cost
<b>LABOR</b>						
Senior Project Manager (Michael Hagemeister, Jerry Hentges, Dennis Sensenbrenner)	6.0	\$ 40.69	\$ 81.10	\$ 15.59	\$ 137.38	\$ 824.28
Project Manager (Eva Moritz, Dave Jordan)	14.0	\$ 30.40	\$ 60.59	\$ 11.65	\$ 102.64	\$ 1,436.96
Field Professional (Jessica Shortino, Richard Wilson)	27.0	\$ 19.17	\$ 38.21	\$ 7.34	\$ 64.72	\$ 1,747.44
Drafting (Patricia Iske, Troy Kidd)	5.0	\$ 17.75	\$ 35.38	\$ 6.80	\$ 59.93	\$ 299.65
Clerical (Lisa Bazer, Kathy Demanett)	1.0	\$ 19.00	\$ 37.87	\$ 7.28	\$ 64.15	\$ 64.15
<b>SUBTOTAL</b>						<b>\$ 4,372.48</b>
Classification	Estimated Units		Unit Rate	Estimated Cost		
<b>EXPENSES</b>						
Mileage	220	Miles	\$0.55	\$121.00		
GPS rental	1.0	day	\$100.00	\$100.00		
Misc. Expenses (printing, photos)	1.0	each	lump sum	\$39.84		
<b>SUBTOTAL</b>						<b>\$260.84</b>
<b>TOTAL ESTIMATE</b>						<b>\$4,633.32</b>

Project No. ENH-55(172)  
Control No. 13079  
Lincoln Cavett Connector Trail

Exhibit "B"



**MASTER SERVICES AGREEMENT**

**TASK ORDER**

This **TASK ORDER** is issued under the **MASTER SERVICES AGREEMENT** (dated October 14, 2004, agreement reference number N/A) between Kirkham Michael and Associates, Inc. ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Trail Project in South Lincoln, Lincoln, Nebraska project ("Project"), as described in the Project Information section of the Consultant's Task Order Proposal dated July 14, 2011 ("Task Order Proposal") unless the Project is otherwise described below or in Exhibit A to this Task Order (which section or Exhibit are incorporated into this Task Order). This Task Order is incorporated into and part of the Master Services Agreement.

**A. Project Information**

**See Terracon Proposal No. P05110202 (Revision 3) dated July 14, 2011.**

**B. Scope of Services** The scope of Services to be provided under this Task Order are described in the Scope of Services section of the Consultant's Task Order Proposal, unless Services are otherwise described below or in Exhibit B to this Task Order.

**See Terracon Proposal No. P05110202 (Revision 3) dated July 14, 2011.**

**C. Compensation** Client shall pay compensation for the Services performed at the fees stated in the Task Order Proposal unless fees are otherwise stated below or in Exhibit C to this Task Order.

**See Terracon Proposal No. P05110202 (Revision 3) dated July 14, 2011.**

All terms and conditions of the **Master Services Agreement** shall continue in full force and effect. This Task Order is accepted and Consultant is authorized to proceed.

Consultant: <u>Terracon Consultants, Inc.</u>	Client: <u>Kirkham Michael and Associates, Inc.</u>
By: <u><i>David M. Swingen</i></u> Date: <u>7/14/2011</u>	By: _____ Date: _____
Name/Title: <u>David M. Swingen, P.E., P.G., Senior Principal</u>	Name/Title: _____
Address: <u>15080 A Circle</u>	Address: <u>12700 West Dodge Road</u>
<u>Omaha, Nebraska 68144</u>	<u>Omaha, Nebraska 68154</u>
Phone: <u>402.330.2202</u> Fax: <u>402.330.7606</u>	Phone: <u>402.393.5630</u> Fax: <u>402.255.3850</u>

Task Order Reference Number (Terracon Task Order Proposal or Project Number): P05110202 (Revision 3)

Project No. ENH-55(172)  
Control No. 13079  
Lincoln Cavett Connector Trail

Rev. 6-07

Exhibit "B"

**EXHIBIT "C "**

**INSURANCE REQUIREMENTS FOR  
PROFESSIONAL SERVICE PROVIDERS  
LPA PROJECTS**

**Consultant agrees to:**

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

**General Liability –**

Limits of at least:

\$ 1,000,000 Per Occurrence

\$ 2,000,000 General Aggregate

\$ 2,000,000 Completed Operations Aggregate (if applicable)

\$ 1,000,000 Personal/Advertising Injury

- Consultant shall be responsible for the payment of any deductibles.
- Coverage shall be provided by a standard form Commercial General Liability Policy covering bodily injury, property damage including loss of use, and personal injury.
- General Aggregate to apply on a Per Project Basis.
- The LPA shall be named as Additional Insured on a primary and non-contributory basis including completed operations (the completed work/product) for three (3) years after the work/product is complete.
- Consultant agrees to waive its rights of recovery against the LPA. Waiver of Subrogation in favor of the LPA shall be added to, or included in, the policy.
- Contractual liability coverage shall be on a broad form basis and shall not be amended by any limiting endorsements.
- If work is being done near a railroad track, the 50' railroad right of way exclusion must be deleted.
- In the event that this contract provides for consultant to construct, reconstruct or produce a completed product, products and completed operations coverage in the amount provided above shall be maintained for the duration of the work, and shall be further maintained for a minimum period of five years after final acceptance and payment.

- Policy shall not contain a total or absolute pollution exclusion. Coverage shall be provided for pollution exposures arising from products and completed operations (as per standard CG0001 Pollution Exclusion or equivalent). (If the standard pollution exclusion as provided by CG0001 has been amended, please refer to the following section entitled "Pollution Coverage.")
- **Pollution Coverage –**
- In the event that the standard pollution exclusion as provided by CG0001 has been amended, coverage may be substituted with a separate Pollution Liability policy or a Professional Liability policy that includes pollution coverage in the amount of \$1.0 million per occurrence or claim and \$1.0 million aggregate. If coverage is provided by a "claims made" form, coverage will be maintained for three years after project completion. Any applicable deductible is the responsibility of the Consultant.

**Automobile Liability –**

Limits of at least: \$ 1,000,000 CSL Per Accident

- Coverage shall apply to all Owned, Hired, and Non-Owned Autos.

**Workers' Compensation –**

Limits: Statutory coverage for the State where the project is located.

Employer's Liability limits: \$100,000 Each Accident

\$100,000 Disease – Per Person

\$500,000 Disease – Policy Limit

- Consultant agrees to waive its rights of recovery against the LPA. Waiver of Subrogation in favor of the LPA shall be added to, or included in, the policy

**Professional Liability –**

Limits of at least: \$ 1,000,000 Per Claim and Annual Aggregate

- Coverage shall be provided for three years after work/project completion.

**Electronic Data and Valuable Papers –**

Limits of at least: \$100,000 Electronic Data Processing Data and Media

\$25,000 Valuable Papers

**Umbrella/Excess –**

Limits of at least: \$1,000,000 Per Occurrence and Annual Aggregate

- Policy shall provide liability coverage in excess of the specified Employers Liability, Commercial General Liability and Auto Liability.
- The LPA, shall be an "Additional Insured".
- Consultant agrees to waive its rights of recovery against the LPA. Waiver of subrogation

in favor of the LPA shall be provided.

**Additional Requirements –**

- Any insurance policy shall be written by a reputable insurance company acceptable to the LPA or with a current Best's Insurance Guide Rating of A – and Class VII or better, and authorized to do business in Nebraska.
- Evidence of such insurance coverage in effect shall be provided to the LPA in the form of an Accord certificate of insurance executed by a licensed representative of the participating insurer(s).
- For so long as insurance coverage is required under this agreement, the Consultant shall have a duty to notify the LPA and the State of Nebraska Department of Roads (State) when the Consultant knows, or has reason to believe, that any insurance coverage required under this agreement will lapse, or may be canceled or terminated. The Consultant must forward any pertinent notice of cancelation or termination to the LPA and to the State by mail (return receipt requested), hand-delivery or facsimile transmission within 2 business days of receipt by Consultant of any such notice from an insurance carrier. Copies of notices received by the Consultant shall be sent to the LPA, in care of the LPA's Responsible Charge and to the State at the following address:

Nebraska Department of Roads  
Construction Division – Insurance Section  
1500 Highway 2, P. O. Box 94759  
Lincoln, NE 68509-4759  
Facsimile No. 402-479-4854

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

## STAFFING PLAN

**CONSULTANT:** Kirkham Michael  
**PROJECT NUMBER:** ENH-55(172)  
**CONTROL NUMBER:** 13079  
**PROJECT NAME:** Cavett Connector Trail

EMPLOYEE CLASSIFICATION	NAME
Principal (PR)	Michael Olson
Project Manager (PM)	Steve Irons
Senior Professional Engineer (Sr PE)	Rich Robinson
Professional Engineer (PE)	Steve Irons Nick Gordon Mark Egger
Biologist (BIO) (Terracon)	Jessica Shortino
Design Technician (DT)	Mark Templeman
Cadd Technician (CT)	Cory Reinke Tiffany Simonsen
Clerical (CL)	Lucinda Bugbee
Registered Land Surveyor (RLS)	Chad Marsh Cory Reinke
Survey Crew (SC)	Eugene Gocke Cory Reinke Troy Panning Tim Laughlin

Project No. ENH-55(172)  
Control No. 13079  
Lincoln Cavett Connector Trail

Exhibit "D"

### Cavett Connector Trail Schedule

City of Lincoln Notice to Proceed:	7/18/2011
Project Initiation and Kick-Off Meeting:	7/20/2011
<b><u>Preliminary Design:</u></b>	
Topographical Survey:	7/25/2011 – 8/22/2011
Utility Coordination:	8/3/2011 – 11/16/2011
Permitting/NEPA Documentation:	8/8/2011 – 12/12/2011
Prepare 30% Design Plans and Cost Estimate:	8/22/2011 – 9/28/2011
Plan-In-Hand and 30% Public Involvement Meeting:	10/5/2011
Prepare 60% Design Plans and Cost Estimate:	10/17/2011 – 11/16/2011
<b><u>Final Design:</u></b>	
Prepare 90% Design Plans and Cost Estimate:	12/12/2011 – 1/11/2012
90% Public Involvement Meeting:	1/18/2012
Prepare PS&E Submittal:	2/6/2012 – 2/29/2012
Final PS&E Submittal:	5/2/2012