

City of Lincoln, Nebraska
CONTRACT FOR CONSTRUCTION DESIGN SERVICES

THIS CONTRACT, executed in triplicate, is between the **City of Lincoln, Nebraska** (City) and

Olsson Associates

(Engineer),

a corporation of the state of _____,

with a place of business at:

1111 Lincoln Mall, Ste 111
Lincoln, NE 68508

Phone: 402-474-6311 Fax: 402-474-5160

Fed EIN # 47-0781766.

WITNESSETH: That in consideration of the mutual covenants herein contained, the City hereby agrees to employ the Engineer to perform engineering and related professional services hereinafter outlined in connection with

**Antelope Park: Bioretention Areas Southwest of 33rd and South
Street Project
City Project No. 705335c**

(Project).

SECTION I — SCOPE OF SERVICES

The Engineer agrees to timely and professionally complete, furnish and pay all costs, including any related taxes, and to furnish all labor, supplies and material and everything else reasonably necessary to complete the same unless specifically provided otherwise in this agreement for the following services:

A. Basic Services [May delete/uncheck services that do not apply]

a. Schematic Phase

- i. Prepare and deliver preliminary design study and report;
- ii. Prepare and deliver field surveys, (where required); and
- iii. Prepare and deliver Environmental Site Assessment (Phase 1 or Phase 1 & 2 ASTM standard (E-1527)) or other due diligence reports (where required)

b. Design Phase

- i. Prepare and deliver Construction Drawings and Specifications;
- ii. Prepare and deliver Bid Specifications;
- iii. Attend pre-bid conference;
- iv. Assist review and determine bid compliance including recommendation for lowest responsible bidder;

- v. Evaluate substitute “or equal” bids and modifications or addenda to bidding documents;
- vi. Prepare, deliver and award contracts for construction and related Contract Documents; and
- vii. Review applicable fire safety and code compliance (ADA compliance included).

c. Construction Phase

- i. Prepare and deliver appropriate applications and supporting documentation for permits, variances and approvals – including grading, utilities, planning/subdivision and floodplain requirements;
- ii. Meet with building officials for inspections or plan review to obtain permits;
- iii. Document by memoranda or minutes including summaries of telephone calls where appropriate supplementing site visit and inspection reports to maintain a comprehensive record of the Project;
- iv. Administer contract for construction;
- v. Conduct site visits;
- vi. Review and certify amounts due to contractor;
- vii. Reject work not in conformance with Contract Documents;
- viii. Review and approve contractor submittal including shop drawings and, product data and samples for conformance with the Contract Documents; and
- ix. Prepare change orders with supporting documentation and data.

d. Substantial Completion and Wrap-up

- i. Conduct inspections to determine Substantial Completion;
- ii. Forward and coordinate with City applicable warranties as supplied by the contractor;
- iii. Prepare final Certificate of Payment upon compliance with the requirements of the Contract Documents;
- iv. Prepare a punch list and 10 month (assumes 1 year warranty period) warranty inspection review and report; and
- v. Prepare as built or record plans showing any significant changes in the work made during construction.

- B. Supplemental services. [list with correlated not to exceed amount] and additional services as preauthorized by written approval of the City.
- C. Services Description. A description of the services to be performed is listed in Appendix A [Proposal] and the Project Schedule is listed in Appendix B. In the event of a conflict between the terms of Appendix A and this agreement, this agreement shall control.

SECTION II — COMPENSATION

For the services covered by this Contract, the City agrees to pay the Engineer as follows:

- A. For Basic Services: Cost plus reimbursement of actual expenses with an agreed maximum amount. Engineer agrees to request payment according to the substantial completion of the following milestones in compliance with the Project schedule listed in Appendix B:
 - o Schematic Phase 20%;
 - o Design Phase 40% (60% cumulative);

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- Construction Phase 30% (90% cumulative); and
 - Substantial Completion – Wrap-up 10% (100% cumulative)
- B. For supplemental services: Cost plus reimbursement of actual expenses plus twelve (12) percent of cost for fixed fee, with an agreed maximum amount to be billed. A maximum amount for each item of supplemental services will be established and approved by the City before the work is started. Supplemental services are not included in any of the prices or billing limits named above.
- C. The Engineer is responsible for determining if its actual costs will exceed the maximum amount stated above. If at any time during this Project, the Engineer determines that its costs will exceed, or have exceeded the maximum amount stated above, the Engineer must immediately notify the City in writing and describe which costs are causing the overrun and the reason. The Engineer must also estimate the additional costs needed to complete the work. The City will then determine if the maximum amount is to be increased, and an amendment will be prepared if needed.
- D. The City is not responsible for costs incurred prior to the Notice-to-Proceed date or after the completion deadline date stated in Appendix B of this agreement.
- E. The fixed-fee is computed upon actual costs including direct labor costs, direct non-labor costs, and overhead costs as follows:
- a. **Direct Labor Costs** are the earnings that individuals receive for the time they are working directly on the Project.
 - i. Hourly rates: For hourly employees, the hourly earnings rate is based on the compensation received during the pay period that the work is performed, and dividing that compensation by the hours paid. For salaried employees, the hourly earnings rate is determined by dividing the employee's fixed annual compensation by the number of hours normally expected to be worked that year. In those pay periods which the employee works more hours than normally expected and does not receive additional compensation at least equal to the normally expected hourly rate, the rate for that pay period will be determined by dividing the actual compensation by the actual hours reported.
 - ii. 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.
 - b. **Direct Non-Labor Costs** charges in this category include per diem 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. Payment for these items must be made on receipted invoices whenever possible, or on certified billings of the Engineer. For purposes of standardization on this agreement, automobile mileage will be reimbursed at the IRS approved rate for mileage expenses for federal income purposes and computer charges will only be allowed with prior written approval not to exceed actual reasonable cost. All lodging, airfare and other applicable discounts for expenses shall be passed on to the city in calculating reasonable costs. Meals are not eligible for reimbursement if the employee eats within 20 miles of their base.
 - c. **Overhead Costs** include indirect salary costs, indirect non-salary costs, and

direct salary 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 Engineer 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.

- F. Invoices. The Engineer should submit invoices to the City at monthly intervals. The invoices must present actual direct labor, actual overhead, and actual direct non-labor costs, as well as a prorated amount of the fixed-fee based upon the actual direct labor and overhead costs billed for that period relative to the Engineer's estimated total direct labor and indirect overhead costs and the milestones provided in section A above, until 100 percent of the fixed-fee has been billed. The invoices must identify 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.
- G. Progress Reports. Monthly invoices must be substantiated by progress reports which indicate the percent of work completed. If the Engineer does not submit a monthly invoice, it shall submit its progress report by the fifth day of each month.
- H. Payment. The City will make every effort to pay the Engineer within 30 days of receipt of the Engineer's invoices. Payment is dependent upon whether the monthly progress reports provide adequate substantiation for the work and whether the City determines that the work 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. After the Engineer has completed all work required under this agreement, a final bill must be sent to the City. Upon acceptance by the City, a final audit of all invoiced amounts may be completed by the City or its authorized representative.
- I. Final Payment. The acceptance by the Engineer of the final payment will constitute and operate as a release to the City for all claims and liability to the Engineer, 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. The Engineer agrees to reimburse the City for any overpayments discovered by the City or its authorized representative.
- J. Audit Standards. The Engineer shall maintain, and also require that its Sub-Consultants/Subcontractors maintain, all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such material available for examination at its office at all reasonable times during the agreement period and for three years from the date of final payment under this agreement. Such materials must be available for inspection by the City, State, FHWA, or any authorized representative of the federal government, and when requested the Engineer shall furnish copies.

SECTION III — CITY'S RESPONSIBILITIES

The City will furnish, as required for the work and not at the expense of the Engineer, the following items:

- A. Property, boundary, easement, right-of-way, and utility surveys, and property descriptions when such information is required.
- B. All exploratory work, such as core borings, penetration tests, soundings, and subsurface explorations; and laboratory tests and analyses.
- C. All maps, drawings, records, audits, annual reports, and other data that are available in the files of the City and which may be useful in the work involved under this contract, including existing surveys, maps, and boring information for the site. Such

information is supplied “where is – as is” for the Engineer’s review. Engineer must identify and specifically request available information by itemized request with sufficient detail to identify existing documents. The City does not warrant or represent that such information is accurate or complete with regard to the Project. Engineer understands and agrees that Engineer is not entitled to rely upon the available information provided by the City as such information may contain errors, omissions, misrepresentations, uncharacteristic representations or other inconsistencies including inconsistencies or changed conditions that may not be readily discernable but should be reasonably discovered by the Engineer’s exercise of due care.

- D. Access to public and private property, as necessary, when required in conduct of field investigations.
- E. Office desk space for the Engineer’s personnel during preliminary investigations.
- F. Shop, mill, or laboratory inspection of materials, or laboratory testing service. The Engineer will review the reports furnished by such laboratories.
- G. Charges for review of drawings and specifications by governmental agencies, if any.
- H. Royalties and fees for patented processes used in the work, except those required to be paid by construction contractors as part of the construction contract.

SECTION IV — OTHER MATTERS

It is mutually understood and agreed:

- A. Termination. The City has the right to terminate this contract for any cause, including convenience in which event the Engineer shall be paid on the basis of percentage of completion of the work to be performed hereunder. The ownership of the work completed at the time of such termination shall be retained by the City. In addition, the City may terminate this agreement in whole or in part when funding is not lawfully available for expenditure or when sources of funding are terminated, suspended, reduced, released, or otherwise not forthcoming through no fault of the City.
- B. Change in Scope. A change in scope of work shall be accompanied by a corresponding adjustment in the compensation to be paid hereunder, which adjustment shall be as may be mutually agreed upon between the parties hereto prior to the implementation of such change in scope.
- C. Project Representatives. Edwin Kouma will act as the City’s authorized representative for this Project and Travis Figard will act as the Engineer’s authorized representative. The Engineer’s authorized representative shall have direct and responsible charge for timely completing the Engineer’s responsibilities. All changes and other matters requiring decisions on the part of the City will be administered and directed by the City Project Representative.
- D. Cost Estimates. Engineer’s Construction Estimates are done to industry standards and comply with minimum specifications for city construction using unit prices where possible.
- E. City’s Concerns. Design documents shall itemize and list the Engineer’s responses to City concerns or comments on schematic review.
- F. Signatures and Approvals. Engineer’s design documents shall be complete for bidding purposes and include all required seals, signatures and approvals.
- G. Changes. Engineer may only authorize changes in the work not involving changes to the contract Sum or Contract Time.
- H. Advisory Capacity for Disputes. In disputes between the City and Project contractor, the Engineer shall advise the City issues concerning performance under the contract documents. Engineer may decide issues solely on matters of aesthetic effect

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- consistent with contract documents.
- I. Ownership of Drawings and Specifications. Drawings, specifications, and other deliverables shall become the property of the City as soon as payment for the same has been completed. The Engineer may retain copies of all information for their records and use if they so desire. It is mutually agreed that these documents are to be used by the City solely in connection with this Project. In the event the City elects to use portions of or all of the information contained in the documents prepared for this Project, for any purpose other than the specific purpose for which they were prepared, the City agrees to hold harmless and indemnify the Engineer for and against any and all liability, including cost of defense, in any manner whatsoever arising out of the utilization of such information.
- J. Engineer's Supervision, Seal. The Engineer shall perform all required services under the direct supervision of a registered professional engineer licensed to practice in the State of Nebraska. The Engineer, also, hereby agrees to affix the seal of a registered professional engineer licensed to practice in the State of Nebraska on all plans and specifications prepared hereunder.
- K. Independent Contractor. The status of Engineer including Engineer's agents and employees, under or by virtue of the terms of this Contract is that of independent contractor to the City.
- L. Compliance with Law. Engineer shall comply with all Federal and State laws and City ordinances applicable to the work.
- M. Fair Employment Practices. Neither the Engineer nor the Engineer's agents or employees shall discriminate against any employee or applicant for employment, or be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment, because of race, color, religion, sex, disability, national origin, ancestry, age, or marital status pursuant to requirements of Section 48-1122, Nebraska Reissue Revised Statutes, Reissue 1998 (as amended) and Section 11.08.160 of the Lincoln Municipal Code (as amended).
- N. Indemnification. Engineer shall indemnify, defend and save harmless the City of Lincoln, Nebraska, or its representatives from all claims, demands, suits, actions, payments, liability, and judgments, including reasonable attorney's fees arising out of the activities of Engineer or of Engineer's agents, servants, or employees. In this connection, Engineer shall carry insurance in the following kinds and minimum limits as indicated:
1. **Worker's Compensation Insurance and Employer's Liability Insurance.** The Engineer shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance with an insurance company authorized to write such insurance in this State covering all his employees, and in the case of any work sublet, the Engineer shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. The engineer shall take out and maintain during the life of this contract, Employer's Liability Insurance with a limit of \$500,000 in an insurance company authorized to write such insurance in all states where the Engineer will have employees located in the performance of this contract, and the Engineer shall require each of his subcontractors similarly to maintain common law liability insurance on his employees.
 2. **Public Liability Insurance.** The Engineer shall maintain during the life of this contract, Public Liability Insurance, naming and protecting him and the City of Lincoln against claims for damages resulting from (1) bodily injury, including wrongful death, (2) personal injury; liability, and (3) property damage which may arise from operations under this contract whether such operations be by himself

or by any subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such insurance shall be a combined single limit of \$1,000,000 and \$2,000,000 aggregate.

- i. The coverage shall be provided under a Comprehensive General Liability form of policy or similar thereto including contractual liability; and
- ii. The property damage coverage shall include a Broad Form Property Damage Endorsement and shall include the following extensions of coverage: Contractual Liability, Products Liability and/or Completed Operations.

3. **Automobile Liability Insurance.** The Engineer shall take out and maintain during the life of this contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from the operations of any owned, hired, or non—owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

- | | | |
|------|-----------------------|---|
| i. | Bodily Injury Limits | \$ 500,000 Each Person
\$1,000,000 Each Occurrence |
| ii. | Property Damage Limit | \$ 500,000 Each Occurrence |
| iii. | Combined Single Limit | \$1,000,000 Each Occurrence |

4. **Professional Liability Insurance.** The Engineer shall maintain during the life of this contract, Professional Liability Insurance, naming and protecting Engineer against claims for damages resulting from the Engineer's errors, omissions, or negligent acts. Such policy shall contain a limit of liability not less than \$2,000,000 excluding defense costs and claim expenses.

5. **Certificate of Insurance.** The insurance specified above shall be written by a company duly authorized and licensed to do business in the State of Nebraska and shall be maintained until Engineer's work has been completed and accepted by the City. A certificate of insurance evidencing policies required shall be furnished the City of Lincoln, such certificate shall specifically indicate that insurance policies shall give the City at least thirty (30) days written notice in the event of cancellation of or material change in any of the policies.

O. Copyrights, Royalties & Patents. Without exception, Engineer represents the consideration for this agreement includes Engineer's payment for any and all royalties or costs arising from patents, trademarks, copyrights, and other similar intangible rights in any way involved with or related to this agreement except those required to be paid by construction contractors as part of the construction contract. Further Engineer shall pay all related royalties, license fees, or other similar fees for any such intangible rights. Engineer shall defend suits or claims for infringement of any patent, copyright, trademark, or other intangible rights in any way related to this agreement. This section survives any termination of this agreement.

P. Copyright -- Engineer's Warranty.

1. Engineer warrants that all material, processes, or other protected rights to be used in the Services have been duly licensed or authorized by the appropriate parties for such use. This section survives any termination of this agreement.
2. Engineer agrees to furnish the City upon demand written documentation of such license or authorization. If unable to do so, Engineer agrees that the City may withhold a reasonable amount from Engineer's compensation herein to defray any

associated costs to secure such license or authorization. Engineer shall defend any infringement claim arising out of Engineer's performance of this agreement.

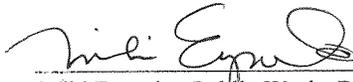
This section survives any termination of this agreement.

- Q. Industry Standards. Engineer warrants to the City that the services to be performed under this agreement shall be in accordance with accepted and established practices and procedures recognized as such in Engineer's trade in general and that Engineer's services shall conform to the requirements of this agreement.
- R. Nebraska Law. This agreement shall be governed and interpreted by the Laws of the State of Nebraska without reference to the principles of conflicts of law.
- S. Integration, Amendment & Assignment. This agreement represents the entire agreement between the parties and all prior negotiations and representations are hereby expressly excluded from this agreement. This agreement may be amended only by written agreement of both parties. Any subletting, assignment or transfer of any services to be performed by the Engineer is hereby prohibited unless prior written consent of the City is obtained. This contract shall be binding upon the successors and assigns of the parties hereto
- T. Capacity. The undersigned person representing Engineer does hereby agree and represent that he or she is legally capable to sign this agreement and to lawfully bind Engineer to this agreement.

IN WITNESS WHEREOF, City and Engineer do hereby execute this agreement.

City of Lincoln, Nebraska

City of Lincoln, Nebraska



Miki Esposito, Public Works Director

Chris Beutler, Mayor

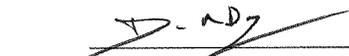
Engineer

By:



Title: Project Engineer

By:



Title: GROUP LEADER

**CONTRACT FOR CONSTRUCTION DESIGN SERVICES
MODIFICATION NO. 1**

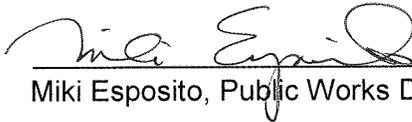
The Contract for Construction Design Services for Antelope Park: Bioretention Areas Southwest of 33rd and South Street Project shall be modified as follows:

- 1). Revise **SECTION II – COMPENSATION**, Paragraph A and replace with the following:

A. For Basic Services: Payment shall be made on a time and expense not to exceed basis in the amount of \$24,712.00. The Engineer agrees that the total charges for the Basic Services as listed shall not exceed \$24,712.00 provided that the scope of services does not change. If the scope of services changes, the total time and expense not to exceed compensation shall be adjusted by supplement to this agreement. Engineer agrees to request payment according percent complete of each phase at the end of each billing month.

City of Lincoln, Nebraska

City of Lincoln, Nebraska

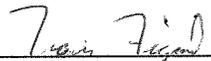


Miki Esposito, Public Works Director

Chris Beutler, Mayor

Engineer

By:



Title: Project Engineer

Engineer

By:



Title: GROUP LEADER



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/12/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Harry A. Koch Co. P.O. Box 45279 Omaha NE 68145-0279	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): 402-861-7000	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: The Cincinnati Insurance Co		10677
INSURER B: XL Specialty Insurance Co		37885
INSURER C: _____		_____
INSURER D: _____		_____
INSURER E: _____		_____
INSURER F: _____		_____

COVERAGES	CERTIFICATE NUMBER: 671900160	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			CPP0887727	1/12/2012	1/12/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CPA0887727	1/12/2012	1/12/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____			CPP0887727	1/12/2012	1/12/2013	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC1920791	1/12/2012	1/12/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liability Claims Made			DPR9695196	1/12/2012	1/12/2013	PL Each Claim \$5,000,000 PL Aggregate \$5,000,000 PL Ded Per Claim \$350,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Carrier AM Best's Ratings: The Cincinnati Insurance Co A+XV; XL Specialty Insurance Co. A XV;
 Project: Antelope Park: Bioretention Areas Southwest of 33rd and South Street Project (City Project No. 705329)
 City of Lincoln is additional insured for automobile liability & general liability if required by written contract executed prior to loss.

CERTIFICATE HOLDER City of Lincoln 555 South 10th Street Lincoln NE 68508	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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Appendix A
Scope of Work
Antelope Park: Bioretention Areas Southwest of 33rd and South Street Project
City Project No. 705335c

Purpose: Design two bioretention areas upstream of South Street within the Antelope Creek Watershed.

Task 1. Project Management

- 1.1 The OLSSON Project Manager will serve as point of contact, maintain project schedule and budget. OLSSON will provide regular progress reports with invoices. Project Management efforts will follow appropriate guidance as given in the City website "Guiding Principles and Procedures (GP&P)
- 1.2 OLSSON will schedule a kick-off meeting with the CITY once the notice to proceed (NTP) has been issued. The CITY will be responsible for providing OLSSON with a list of contacts to invite to the kick-off meeting. OLSSON will be responsible for ensuring that the appropriate individuals are invited to the meeting, based on the list provided by the CITY.
- 1.3 OLSSON will be responsible for arranging up to two progress meetings. OLSSON will have at least one representative available to attend each progress meeting. OLSSON will be required to prepare and distribute a meeting agenda at least 24 hours prior to each meeting and a summary of meeting notes following each meeting. Progress meetings should coincide with plan review meetings. OLSSON will also be responsible for arranging a Plan-in-hand meeting if desired by the CITY after the first submittal. OLSSON will also be responsible for meeting with and keeping affected property owners up to date on the project. OLSSON will maintain contact with affected property owners throughout the design process.
- 1.4 OLSSON will coordinate with appropriate consultants that are designing nearby projects in the Antelope Creek Watershed to ensure design accomplishes the intent of the master plan and as well as coordinating construction issues on the different projects.

Task 2. Survey

- 2.1 Obtain a field survey to determine the existing topographic conditions. Appropriate curb and streets grades will be obtained along with inlet elevations, pipe flow lines and other pertinent information. The utility locations will be determined by surveying the visible features and using record information from the utility owners.

Task 3. Design

- 3.1 Develop preliminary level plans based on the concepts detailed in the Master Plan.
 - 3.1.1 Plans shall generally include design of two bioretention areas, modifications of the existing inlets in the area, new overflow pipes, general grading to create the treatment areas and appropriate erosion control items.
- 3.2 Set up a meeting to discuss the preliminary design and present the preliminary

- plans including one paper copy and one PDF version (1st Submittal). Refine the preliminary level design with the project team (Watershed Management, Engineering Services and other personnel as appropriate).
- 3.3 Submit preliminary plans to impacted utilities, if any, for their review and comment.
 - 3.4 After receiving comments from the City regarding the preliminary plans, OLSSON will finalize the proposed bioretention areas and corresponding improvements in accordance with the City of Lincoln Design Standards, Lincoln Standard Plans, City of Lincoln's Drainage Criteria Manual and Alternative Stormwater Best Management Guidelines (where applicable).
 - 3.5 Coordinate with the City on all matters affecting the design including typical design layouts prior to setting up the design sheets (see Plan Format General Information).
 - 3.6 Plan Format General Information:
 - 3.6.1 One set of half size (11" x 17") white paper bond copy and one PDF copy of the plans will be submitted at the first (60% design) and draft PS&E (Plans, Specifications, and Estimate) submittal. Any material which does not produce an acceptable reproduction will be returned to the consultant for rectification.
 - 3.6.2 Final plans will be submitted electronically with watermark signature and as 11" x 17" white paper bond copies. All sheets will be plotted at the City of Lincoln's standard sheet scales.
 - 3.6.3 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.
 - 3.6.4 The consultant shall follow the City of Lincoln's CADD drafting procedures and guidelines in preparing the plans.
 - 3.6.5 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: Master Units = Ft, Sub Units = 1000th, Position Units = 1.
 - 3.6.6 Global origin of the graphics design plane will be located at x = 0.0000, y = 0.0000.
 - 3.7 Conduct a field plan-in-hand review of the design with project team, appropriate utilities, and other personnel when plans are at the first submittal stage (plans should have enough detail to identify tree removal, utility conflicts, accessibility issues, areas be closed for construction, etc.).
 - 3.8 Arrange coordination meeting with project team at the draft PS&E stage (2nd Submittal). Submit one paper copy and a PDF (for electronic review) approximately ten days prior to each coordination meeting.
 - 3.9 Plan sets to be based on typical Lincoln model plans.
 - 3.10 Estimates (Format Compatible with Aurigo)
 - 5.11.1 Provide a cost estimate on probable construction costs at the first submittal stages, and at draft and final PS&E stages.
 - 5.11.2 The draft and final PS&E estimates will be delivered in a spreadsheet format with bid items and their corresponding costs.
 - 5.11.3 A duplicate spreadsheet file with items and no dollar values will be submitted with the final estimates.

Task 4. Public Involvement

- 4.1 One public open house meeting will be conducted. The timing of the open house will be determined once preliminary design has been completed. The open house will include the adjacent Antelope Creek Watershed projects as well. OLSSON will coordinate with other consultants on material and information needed for the open house.
- 4.2 Prepare fact sheets for the project, for the open house, for use at the meeting, and posting on the City's web site.
- 4.3 Prepare up to two poster boards to explain the concept plan along with the goals, objectives and benefits of the project for use at the open house meetings.

Task 5. Final Plan Preparation

- 5.1 Prepare detailed final plans and special provisions using the City of Lincoln Standard Plans and Standard Specifications for Municipal Construction.
- 5.2 Elements shown on the plans will include at a minimum: proposed bioretention plan, storm sewer plan and profiles, removals (including trees), details, quantities, construction phasing, and horizontal and vertical control.
- 5.3 All elements should be clearly readable with no lines intermingled with text.
- 5.4 Utilities and utility conflicts will be shown on the plan and profile sheets.
- 5.5 Show on the plans all easements and ROW acquisitions, as necessary.
- 5.6 Prepare and submit a maintenance plan for this project.
- 5.7 Submit final signed drawings and special provisions and electronically submit drawings and special provisions with watermark signature and on 11" x 17" white paper bond.
- 5.8 Submit any special provisions required on paper and an electronic watermark copy.

Task 6. Permits

- 6.1 Develop Storm Water Pollution Prevention Plan, and provide completed application form for use in filing for discharge authorization for storm water from construction site under the NPDES General Permit NER110000. Assist in consultations with appropriate authorities. Provide additional information as requested by the LPSNRD and NDEQ.
- 6.2 A wetland evaluation and delineation will be completed to determine if there will be any impacts to existing wetlands in the area. Depending on the results of the delineation OLSSON may need to provide technical criteria, written descriptions, completed application form, and design data for use in filing application for a Section 404 Nationwide Permit. Assist in consultations with appropriate authorities. Provide additional information as requested by U.S. Army Corps of Engineers.

Task 7. Bidding Phase

- 7.1 Attend Pre-Bid meeting, answer design questions during the bidding process, and prepare any needed addendums.

Task 8. Construction Phase

- 8.1 Attend Pre-Construction meeting, review shop drawings, prepare revisions sheet if needed, answer design questions, and attend site visits.

Items To Be Provided By the City

Any existing hydrology or hydraulics for the project area.
Any currently available landbase, public utility, contours, and aerial photographic information in MicroStation format.
Mailing address file for surrounding properties.
Typical City of Lincoln Public Works and Utilities Standard Plan.

Project Deliverables

Submittals: final plans, special provisions, and estimates of cost for the bioretention areas project.
Maintenance Plan for bioretention areas and stormwater improvements.
Hydrologic and Hydraulic analysis done for this project in electronic format.
A log of all communications with business owners and homeowners.
Applicable permits and easement legal descriptions.
Progress reports, meeting minutes, and other project management items.
Reports, data and information as requested.

Other Items

Potholing for existing utilities can be completed if desired for an anticipated cost of \$1,500.
Construction staking, observation, compaction and materials testing during construction, bidding services, contract administration, and construction administration are all services that are outside of the scope of services. These services can be provided by Olsson Associates upon request, at which time a scope and fee would be provided.

