

**DISCLAIMER APPLICABLE TO
THE SIGNING OF THE ENGINEERING SERVICES AGREEMENT**

The following is a resolution drafted by the Nebraska Department of Roads (NDOR) that may be used by a Local Public Agency (LPA) when executing an Engineering Services Agreement for a Federal-aid transportation project. It is offered ONLY as an example resolution that could be used by the LPA with appropriate modifications, for participation in the LPA Federal-aid program, and is subject to change. The LPA is responsible for the language in its actual resolution. Any changes to any substantive commitments of this sample resolution shall be approved in advance in writing by NDOR, or such changes will be considered null and void. The LPA is ultimately responsible for all language used in its actual resolution and in making sure that the resolution is accurate and complete and meets all requirements of Federal, State and local laws, rules, regulations, policies and guidelines, and the NDOR LPA Guidelines Manual for Federal-aid Projects.

RESOLUTION

SIGNING OF AN ENGINEERING SERVICES AGREEMENT

City of Lincoln, Nebraska

Resolution No. _____

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

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

Whereas: The City of Lincoln and Speece Lewis Engineers wish to enter into an Engineering Services Agreement to provide Preliminary, Final, Environmental and Geotechnical Engineering Services for the Federal-aid project.

Be It Resolved: by the City Council of The City of Lincoln that:

The Mayor The City of Lincoln is hereby authorized to sign the attached Engineering Services Agreement between The City of Lincoln and Speece Lewis engineers.

NDOR Project Number: LCLC-5215(3)

NDOR Control Number: 13233

NDOR Project Description: 10th Street Bridge over Salt Creek

Adopted this _____ day of _____, 2013 at _____ Nebraska.
(Month) (Year)

The City Council of The City of Lincoln

Board/Council Member _____
Moved the adoption of said resolution
Member _____ Seconded the Motion
Roll Call: _____ Yes _____ No _____ Abstained _____ Absent
Resolution adopted, signed and billed as adopted

Attest:

[Signature of City or County Clerk or Corporate Secretary]

**LPA – CONSULTANT
PROFESSIONAL SERVICES AGREEMENT**

CITY OF LINCOLN
SPEECE-LEWIS ENGINEERS, INC.
PROJECT NO. LCLC-5215(3)
CONTROL NO. 13233
10TH & SALT CREEK BRIDGE
NEPA AND PRELIMINARY DESIGN

THIS AGREEMENT, made and entered into by and between the City of Lincoln , hereinafter referred to as the "Local Public Agency" or "LPA", and Speece-Lewis Engineers, Inc., hereinafter referred to as the "Consultant," and collectively referred to as the "Parties".

WITNESSETH

WHEREAS, the LPA used a qualification based selection process to select 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, agrees to comply with all federal, state, and local laws and ordinances applicable to this agreement, and agrees to comply with all applicable federal-aid transportation related program requirements, so that Consultant's costs under this agreement 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 applicable terms and conditions of the Nebraska LPA Guidelines Manual for Federal Aid Projects; hereinafter referred to as LPA Manual (See definition in Section 1), 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, and

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 following meaning:

"LPA" stands for Local Public Agency, and in this agreement means City of Lincoln, unless the context otherwise requires. LPA may also be used to refer generally to other Local Public Agencies. 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

"CONSULTANT" means the firm of Speece-Lewis Engineers, Inc. and any employees thereof, whose business and mailing address is 906 S. 26th, Lincoln, Nebraska, 68510, and

"SUBCONSULTANT/SUBCONTRACTOR" means the firm of Felsburg Holt & Ullevig, and any employees thereof, whose business and mailing address is 11422 Miracle Hills Drive, Suite 115, Omaha, Nebraska, 68154, and Terracon Consulting, Inc., and any employees thereof, whose business and mailing address is 15080 A Circle, Omaha, Nebraska, 68144 and Iteris, Inc. and any employees thereof, who business and mailing address is , 8101 O Street, Suite 201, Lincoln, Nebraska, and Midwest Right-of-Way and any employee thereof, who business and mailing address is 13425 A Street, Omaha, Nebraska, 68144 and

"LPA MANUAL" shall mean the Nebraska Department of Roads' LPA Guidelines Manual for Federal-Aid Projects. 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

"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 interests of 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, and

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

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

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

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

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. THIS SECTION HAS INTENTIONALLY BEEN LEFT BLANK

SECTION 3. THIS SECTION HAS INTENTIONALLY BEEN LEFT BLANK

SECTION 4. TERM OF THE AGREEMENT

This agreement becomes effective upon proper execution and will end upon acceptance by the Consultant of the final payment from the State.

SECTION 5. SCOPE OF SERVICES

LPA and Consultant understand that the Services provided by Consultant must be completed in accordance with all federal-aid reimbursement requirements and conditions. The Consultant agrees to provide NEPA and Preliminary Engineering for project LCLC-5215(3), 13233, in Lancaster County, Nebraska as set out in Exhibit "A," entitled Scope of Services and Fee Proposal, which are attached and hereby made a part of this agreement.

Exhibit "A" is the result of the following process:

- (1) LPA provided Consultant with a document describing the detailed proposed Scope of Services for this project
- (2) Consultant made necessary and appropriate proposed additions, deletions, and revisions to LPA's detailed Scope of Services document
- (3) LPA and Consultant together reviewed the proposed Scope of Services, the proposed revisions and negotiated the final detailed Scope of Services and Fee Proposal document, which is attached as Exhibit "A"

The LPA has the absolute right to add or subtract from the scope of services at any time and such action on its part will in no event be deemed a breach of this agreement. The addition

or subtraction will become effective seven days after mailing written notice of such addition or subtraction.

SECTION 6. STAFFING PLAN (For PE Services)

The Consultant has provided LPA with a staffing plan that identifies the employees of the Consultant who will be part of the primary team for this project. The primary team members will be agreed upon and identified in this agreement. The primary team is expected to be directly responsible for providing the services under this agreement. This document shall specify the role that will be assigned to each member of the primary team. This document is attached hereto as Exhibit "A" and is incorporated herein by this reference. During design, the Consultant may make occasional temporary changes to the primary team. However, any permanent change to the primary team will require prior written approval from the LPA.

Personnel who are added to the Staffing Plan as replacements must be persons of comparable training and experience. Personnel added to the Staffing Plan as new personnel and not replacements must be qualified to perform the intended services. Failure on the part of the Consultant to provide acceptable replacement personnel or qualified new personnel to keep the services on schedule will be cause for termination of this agreement, with settlement to be made as provided in the SUSPENSION, ABANDONMENT, OR TERMINATION section of this agreement.

SECTION 7. NEW EMPLOYEE WORK ELIGIBILITY STATUS

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

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

Neb.Rev.Stat. § 4-114. I certify compliance with the provisions of Section 4-114 and, hereby certify that this Consultant shall register with and use a federal immigration verification

system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. I agree to require all Subconsultants, by contractual agreement, to require the same registration and verification process.

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

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

SECTION 8. NOTICE TO PROCEED AND COMPLETION DATE (PE)

Any services performed by Consultant on the project prior to the date specified in the written Notice-to-Proceed will not be eligible for reimbursement.

The Consultant shall complete all the services according to the schedule in attached Exhibit "A" and shall complete all services required under this agreement in a satisfactory manner.

Any costs incurred by Consultant after the completion date are not eligible for reimbursement unless the Consultant has received a written extension of time from LPA.

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

SECTION 9. FEES AND PAYMENTS

The general provisions concerning payment under this agreement are set out on the Exhibit "B", attached hereto and hereby made a part of this agreement.

For performance of the services as described in this agreement, the Consultant will be paid a fixed-fee-for-profit of \$38,799.96 and up to a maximum amount of \$444,037.94 for actual costs in accordance with Exhibit "B". The total agreement amount is \$482,837.90.

SECTION 10. PROFESSIONAL PERFORMANCE (LPA PE)

The Consultant understands that the LPA will rely on the professional training, experience, performance and ability of the Consultant. Examination by the LPA, State or FHWA, or acceptance or use of, or acquiescence in the Consultant's work product, will not be considered to be a full and comprehensive examination and will not be considered an approval of the Consultant's work product 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 services to be accomplished by the Consultant pursuant to this agreement. The Consultant further understands that acceptance or approval of any of the work of the Consultant by the LPA or concurrence by the State/FHWA 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 work project of the Consultant is found to be in error or there are omissions therein revealed during or after the construction of the project and revision, reconsideration, or reworking of the Consultant work product 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 necessary corrections to minimize any delays to the project. This may involve visits by the Consultant to the project site, if directed by the LPA. If the Consultant discovers errors in its services, 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 11. SUSPENSION, ABANDONMENT OR TERMINATION (2/8/12)

The LPA has the absolute right to suspend or abandon the work, or terminate the agreement at any time and such action on its part will in no event be deemed a breach of this agreement. The LPA will give the Consultant seven days written notice of such suspension, abandonment, or termination. Any necessary change in Scope of Services shall follow the Consultant Work Order Process outlined in the FEES AND PAYMENTS section above.

If the LPA suspends or abandons the work or terminates the agreement as presently outlined, the Consultant shall be compensated in accordance with the provisions of 48 CFR 31 provided however, that in the case of suspension, abandonment or termination for breach of this agreement, the LPA will have the power to suspend payments, pending the Consultant's

compliance with the provisions of this agreement. For the abandonment or termination of this agreement, payment to Consultant will be prorated based on the percentage of work completed by the Consultant prior to abandonment or termination compared to the total amount of work contemplated by this agreement.

SECTION 12. OWNERSHIP OF DOCUMENTS (11/17/11)

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

LPA acknowledges that such data may not be appropriate for use on an extension of the services 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.

Further, Consultants' time sheets and payroll documents shall be kept in Consultants' files for at least three years from the completion of final cost settlement by FHWA and project closeout by the State.

SECTION 13. CONFLICT OF INTEREST LAWS

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 LPA's project to remain fully eligible for Federal funding. By signing this agreement, the Consultant certifies that Consultant is not aware of any financial or other interest the Consultant has that would violate the terms of these federal provisions.

Consultants and Subconsultants providing services for LPA's, or submitting proposals for services, shall submit a Conflict of Interest Disclosure Form for Consultants. Consultants and Subconsultants shall submit a revised form 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 Subconsultant having a real or potential conflict of interest on an LPA federal-aid transportation project.

SECTION 14. 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.

The Consultant agrees it will only use any information or documentation that is considered to be privileged or confidential for the purposes of executing the services by which it has agreed to render for the LPA for the project at hand only. The Consultant agrees not to reveal, disseminate, or provide copies of any document that is confidential and privileged to any individual or entity. The LPA agrees that any information or documentation that is considered to be privileged or confidential that is provided to Consultant will be marked with the following information (Approved 3/16/11):

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

The Consultant agrees to obtain the written approval of the LPA 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 15. 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 16. GENERAL COMPLIANCE WITH LAWS

The Consultant hereby agrees to comply with all federal, state, and local laws and ordinances applicable to the work in effect at the time of the work.

SECTION 17. 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 18. RESPONSIBILITY FOR CLAIMS AND LIABILITY INSURANCE (PE) (1-24-12)

The Consultant agrees to save harmless the LPA from all claims and liability due to the error, omission, or negligence of the Consultant or those of the Consultant's agents or employees in the performance of services under this agreement. Further, it is expected that in carrying out the work under this agreement, Consultant will make various decisions and judgments and Consultant will determine what actions are required by Consultant and by others to properly complete the work. Nothing in this Agreement shall be interpreted to relieve Consultant from any liability it would otherwise have to LPA in carrying out the work under this agreement.

Finally, the Consultant shall for the life of this agreement, carry insurance as outlined in Exhibit "C" and attached hereto, and hereby made a part of this agreement. In any agreement Consultant has with a Subconsultant, Consultant shall require that the insurance requirements outlined in Exhibit "C" must be met by the Subconsultant.

SECTION 19. COORDINATING PROFESSIONAL AND PROFESSIONAL REGISTRATION

Coordinating Professional: As required by Neb.Rev.Stat. § 81-3437, if LPA's project involves more than one licensed professional engineer, the LPA shall designate a Coordinating Professional for this project. The Coordinating Professional shall apply his or her seal and signature and the date to the cover sheet of all documents and denote the seal as that of the

Coordinating Professional. The Coordinating Professional shall verify that all design disciplines involved in the project are working in coordination with one another, and that any changes made to the design are approved by the corresponding discipline. "Coordinating Professional" shall have the meaning set out in § 81-3408 of the Nebraska Engineers and Architects Regulation Act (Neb.Rev.Stat. § 81-3401 et. seq.). The Coordinating Professional shall also comply with the provisions of the Act, including Neb.Rev.Stat. § 81-3437(3)(g), and the implementing Rules and Regulations, Title 110, NAC section 6.3, and when applicable, shall complete the duties of design coordination set out in Neb.Rev.Stat. § 81-3421. The Consultant shall, and require its subconsultants to cooperate with the designated Coordinating Professional.

If the Consultant's engineer has been identified as the Coordinating Professional for this project, and, for whatever reason, the designated Coordinating Professional is no longer assigned to the project, the Consultant shall provide the LPA written notice of the name of the replacement within 10 business days.

Professional Registration: To the extent the work requires engineering services, 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 20. SUCCESSORS AND ASSIGNS

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

SECTION 21. DRUG-FREE WORKPLACE POLICY

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

SECTION 22. 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 23. 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 24. 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 25. 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 26. SUBLETTING, ASSIGNMENT, OR TRANSFER

The Subconsultant/Subcontractor will provide NEPA and Preliminary Engineering.

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.

The Consultant shall enter into an agreement with its Subconsultants/Subcontractors for work covered under this agreement. All Subconsultant/Subcontractor agreements for work covered under this agreement, in excess of \$10,000, must contain similar provisions to those in this agreement. No right-of-action against the LPA will accrue to any Subconsultant/Subcontractor by reason of this agreement.

As outlined in the DISADVANTAGED BUSINESS ENTERPRISES 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 27. CONSULTANT CERTIFICATIONS

The undersigned duly authorized representative 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, actual cost-maximum-not-to-exceed, 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.
- 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 LPA 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 LPA 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 above; 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 28. 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 29. ENTIRE AGREEMENT

This instrument embodies the entire 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.

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

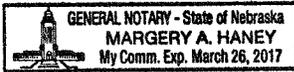
EXECUTED by the Consultant this 3rd day of September, 2013.

SPEECE-LEWIS ENGINEERING, INC.
Christopher E. Lane

Christopher E. Lane
Vice President

STATE OF NEBRASKA)
)ss.
LANCASTER COUNTY)

Subscribed and sworn to before me this 3rd day of September, 2013



Margery A. Haney
Notary Public

EXECUTED by the LPA this _____ day of _____, 20__.

CITY OF LINCOLN
Chris Beutler

Mayor

Subscribed and sworn to before me this _____ day of _____, 20__.

Clerk

STATE OF NEBRASKA
DEPARTMENT OF ROADS
Form of Agreement Approved for
Federal Funding Eligibility:

Date

AGR

EXHIBIT "A"

Scope of Services
10th & Salt Creek Bridge
City of Lincoln
Project No. LCLC-5215(3), CN 13233
City No. 540027
Engineering Design Services

PROJECT DESCRIPTION

The scope of the project consists of the rehabilitation or reconstruction of the 10th & Salt Creek bridge and the portion of the approach roadway necessary to rehabilitate or reconstruct the bridge in the City of Lincoln, Nebraska. A sidewalk shall be designed on at least one side of the structure regardless if it is rehabilitated or reconstructed. The sidewalk shall be connected to the existing sidewalk on the east side of 10th Street. Stormwater facilities will be designed and constructed to maintain proper drainage. Signing and striping will be installed to facilitate traffic flow through the project area and the roadway will have lighting installed along the project limits. An environmental evaluation will be necessary and is expected to be a Categorical Exclusion. Plans are to be developed to NDOR standards for bid letting by NDOR.

LPA/NDOR TO PROVIDE OR COMPLETE

1. Sample plans on a similar project.
2. As-built plans of existing facility if available.
3. Crash Data.
4. Electronic Aerial photos
5. NDOR Hydraulic Analysis Guidelines 2009.
6. Adjacent property ownership data.
7. Title ownership for adjacent properties if needed
8. Control points, ties, and benchmark information.
9. Existing Right-of-way plans, plats and/or maps.
10. LIDAR DTM (DAT or TIN) on DVD, if available.
11. Information available on the NDOR's website (www.dor.state.ne.us) or from the City of Lincoln
 - a. Geopak downloads (includes criteria files)
 - b. CADD Policy (Use City of Lincoln level naming convention in Microstation)
 - c. Design drafting cell libraries
 - d. State of Nebraska Minimum Design Standards 2008
 - e. NDOR Design Process Outline (DPO), which also includes the plan-in-hand report outline, summary of quantities list, and checklists for design, plan-in-hand, earthwork, public hearing, and cost estimate.
 - f. NDOR Pipe Policy. (<http://www.dor.state.ne.us/docs/pipe-policy-english.pdf>)
 - g. Nebraska Highway Reference Log Book 2008. (<http://www.transportation.nebraska.org/docs/logbook.pdf>).
 - h. NDOR Access Control Policy, 2006
<http://www.nebraskatransportation.org/roway/pdfs/accesscontrol.pdf>
 - i. Standard item list.
 - j. Roadway Standard Plans/Standard Special Plans
 - k. Border sheets (MicroStation files) ([http://www.nebraskatransportation.org/roadway design/microstation.htm](http://www.nebraskatransportation.org/roadway%20design/microstation.htm)).
 - l. MicroStation bridge design files, including base sheets, current design standards, libraries, etc.
 - m. Traffic signing cell library.
 - n. Nebraska Topography Labeling Application (mdl application for use with Geopak).

- o. NDOR Roadway Design Manual, 2006
(<http://www.transportation.nebraska.gov/roadway-design/pdfs/rwydesignman.pdf>).
- p. Survey & Planimetric Info & Guidelines
(<http://www.nebraskatransportation.org/roadway-design/planimetric.htm>)
- q. NDOR Drainage Design and Erosion Control Manual
(<http://www.transportation.nebraska.gov/roadway-design/dd-ec-manual.htm>).
- r. NDOR Bridge Office Policies and Procedures Manual. (BOPP)
(<http://www.transportation.nebraska.gov/design/bridge/downloads-manuals.html#bopp>).
- s. NDOR ROW Manual.
- t. NDOR Consultant Manual.
- 12. NDOR survey manual.
- 13. Survey traffic control policy.
- 14. Traffic safety signs (survey/inspection).
- 15. Information on USC and GS and/or USGS bench marks.
- 16. USGS Quad map(s) for the project.
- 17. State Plane Coordinate Manual.
- 18. NDOR Policy for Accommodating Utilities on Highway Right-of-Way.
- 19. Names of known utilities, addresses and permits listing use and occupancy permit data.
- 20. Bridge Inspection study for 10th & Salt Creek Bridge, 2012.
- 21. Electronic Files for existing City of Lincoln utilities (water, sanitary, storm sewer, fiber)

APPLICABLE PUBLICATIONS

The Consultant shall follow the criteria of the current applicable publications. These publications and others which the Consultant may use in this work are:

1. AASHTO LRFD Bridge Design Specifications, 4th Edition.
2. Nebraska Minimum Design Standards – Counties, Municipalities, State, 2008
(<http://www.transportation.nebraska.gov/gov-aff/pdfs-docs/MinDesStds.pdf>).
3. A Policy on Geometric Design of Highways and Streets 2011 (AASHTO).
4. State of Nebraska 2006 Roadway Design Manual
(<http://www.transportation.nebraska.gov/roadway-design/pdfs/rwdesignman.pdf>).
5. Nebraska Department of Roads' Bridge Office Policies and Procedures Manual (BOPP). (<http://www.transportation.nebraska.gov/design/bridge/downloads-manuals.html#bopp>),
6. Highway Capacity Manual - Transportation Research Board Special Report HCM2000.
7. State of Nebraska, Department of Roads, Standard Specifications for Highway Construction 2007. (<http://www.transportation.nebraska.gov/ref-man/specbook-2007.pdf>).
8. NDOR Policy for Accommodating Utilities on State Highway Rights-of-Way.
9. A Guide for Design of Structural Supports for Highway Signs, Luminaries and Traffic Signals (AASHTO).
10. IES Lighting Handbook (Illuminating Engineering Society).
11. An Informational Guide for Roadway Lighting (AASHTO).
12. Roadway Lighting Handbook (USDOT, FHWA).
13. National Electric Code (NFPA).
14. National Electric Safety Code (IEEE).
15. Guide for Standardized Highway Lighting Pole Hardware (AASHTO, ARTBA, AGC).
16. Manual on Uniform Traffic Control Devices (FHWA).
<http://www.mutcd.fhwa.dot.gov/kno-millennium.htm>.
17. Traffic Control Devices Handbook (FHWA).
18. NDOR Crew Traffic Control Policy.

19. NDOR Instructions to Flaggers.
 20. Nebraska State Plane Coordinate System Datum Adjustment Computations Lambert Conformal System Manual.
 21. Reference Guide Outline, Specifications for Aerial Surveys and Mapping by Photogrammetric Methods for Highways. (FHWA)
 22. United States National Map Accuracy Standards Manual of Photogrammetry, Fifth Edition (American Society of Photogrammetry) and/or Digital Photogrammetry (An Addendum to the Manual of Photogrammetry and Remote Sensing).
 23. U.S. Geological Survey National Mapping Program Standard for Digital Orthophotos. (Released 12/96).
 24. Federal Aid Policy Guide, 23 CFR 650A.
 25. FHWA Publication No. FHWA-IP-90-017, Hydraulic Circular No. 18 (HEC18).
 26. Federal Emergency Management Agency (F.E.M.A.) National Flood Insurance, Flood Boundary and Floodway Map, and Flood Insurance Study (FIS).
 27. Bridges, Structure, and Hydraulics; FHWA Hydraulic Regulations and Non Regulatory Supplements, Title 23, Section 650, Subpart A.
www.fhwa.dot.gov/engineering/hydraulics/policymemos.cfm
 28. Federal Highway Administration Publication No. 18 (Evaluating Scour at Bridges)
www.fhwa.dot.gov/engineering/hydraulics/library_listing.cfm
 29. Hydraulic Engineering Circular No. 20, Stream Stability at Highway Structures No. NHI-01-002. www.fhwa.dot.gov/engineering/hydraulics/library_listing.cfm
 30. Hydraulic Design Series No. 5, Hydraulic Design of Culverts Report No. FHWA-IP-85-15. www.fhwa.dot.gov/engineering/hydraulics/library_listing.cfm
 31. NDOR Publication "So You Want Access To The Highway".
<http://www.nebraskatransportation.org/row/pdfs/accessshwy.pdf>
 32. NDOR Drainage Design and Erosion Control Manual.
 33. Urban Drainage Design Manual Second Edition Publication No. NHI-01-021 (HEC22).
 34. Hydraulic Design of Highway Culverts Report No. NHI-01-020.
 35. Accessible Public Rights of Way Guide, July 2007).
 36. Americans with Disabilities Act (ADA).
 37. Americans with Disabilities Act Accessibility Guidelines.
 38. The Process for Obtaining Environmental Concurrences and Completing NEPA Documents for Local Public Agency (LPA) Federally Funded Transportation Projects.
 39. LPA Guidelines Manual for Federal Aid Projects.
 40. Additional guidance material for working on federal aid projects is available via NDOR's web site
- * If discrepancies occur between these publications, Consultant shall get a decision from the RC.

ENVIRONMENTAL DOCUMENTATION AND REVIEW

1. **Categorical Exclusion Document and Resource Reviews.** The Consultant will complete the NDOR Categorical Exclusion (CE) Documentation Form. Consultant will obtain agency concurrences and produce supplemental information to attach to the Form. Figures and resource maps will also be required to be attached to the Form and produced or obtained by Consultant. The Form and attachments shall be sent to the City of Lincoln and NDOR for review and approval. Consultant will submit a revised Form, address comments, and prepare the final version of the Form.
 - 1.1 **Resource Review.** Using the Form and NDOR guidance, Consultant will review relevant resources. Some resources will likely require more evaluation than others. At a minimum, the following resources are considered to require evaluation: right-of-way acquisition, relocations and easements (temporary and permanent), Section 106 cultural and historic resources, Section 4(f) resources (e.g. parkland and wildlife refuges), Section 6(f) resources, air quality, noise, wetlands, floodplains, streams, rivers, threatened and endangered species, environmental justice, farmland and hazardous waste.

Some projects require evaluation of public interest, permits and special provisions, and alternatives analysis, as well as impacts to utilities and railroads, socio-economic considerations, Platte River depletions, migratory birds, well head protection areas, construction impacts, aesthetics or other values.

- 1.2 SHPO Letter. A letter will be prepared for NDOR submittal to the State Historic Preservation Office (SHPO) for Section 106 cultural resource compliance.
- 1.3 Section 4(f) / 6(f) Evaluation. Consultant will determine if adjacent 4(f) properties such as public parks, recreation areas, and wildlife/waterfowl refuges, or historic sites of local, state or national significance are impacted by the project alignment. If the situation can be handled as an exemption or *de minimis* determination, Consultant will prepare the NDOR Determination of Section 4(f) De Minimis Use Form and concurrence letter. Consultant will also determine if any adjacent property was developed under Section 6(f) of the Land and Water Conservation Fund Act. If the project requires preparation of a Section 4(f) Statement or additional Section 6(f) document, these services would require a contract amendment.
- Project will require coordination for City's Hayward Park, and LPSNRD trail currently under bid.
- 1.4 Air Quality Impact Analysis. Air Quality Impact Analysis is not anticipated because the average daily traffic is not expected to exceed 100,000 vehicles per day in the design life of this project.
- 1.5 Noise Study. If applicable, Consultant will perform a traffic noise study using the most current version of the FHWA Traffic Noise Model (TNM) and in accordance with the NDOR Noise Analysis and Abatement Policy. The study will evaluate current and future build condition noise levels at reasonable residences and businesses along the project boundaries for one build and one no-build alternative. The location of the 66 and 71 dBA noise impact contour lines will be shown on an aerial map of the project area. If required, noise mitigation alternatives will be evaluated. The mitigation analysis will apply the effectiveness and reasonability criteria established by the NDOR. Project may require assessment of temporary detour route.
- Findings will be included in a Noise Study report describing the methods and findings. The report will be included as an attachment to the CE Form.
- 1.6 Wetland Delineation. For this project, the following definitions will apply:

Full Delineation shall mean delineating wetlands and waters of the US (regardless of isolation or jurisdictional status) according to the 1987 Corps Wetland Delineation Manual and NDOR Memorandum on Qualifications and Documentation Requirements for LPA Project Wetlands Reviews.

The delineation shall include (a) ground level photographs, (b) documentation of wetlands on Corps Wetland Determination Data Sheets (using the Midwest or Great Plains Regional Supplements) at all sample points, and (c) identification and characterization of other waters of the US (streams, lakes, ponds, pits or other impoundments), including delineation of the ordinary high water mark (OHWM) if present and determination of USGS Hydrologic Code and water regime. Field data collection shall be accomplished during the growing season, generally between 1 May and 1 November. The delineation data will be organized in to a clearly written Wetland Delineation Report.

Delineation of wetlands shall be performed using transect methods with at least one sample point in the wetland and one in upland at each upland/wetland interface. Wetlands shall be identified according to the Cowardin classification and Nebraska Wetland Subclass. Water regime (perennial, intermittent, ephemeral, etc.) will be based on best professional judgment and published resources (7.5 minute Topographic Map, County Soil Survey, National Hydrography Data Set, etc). Consultant shall take digital ground photos and use GPS to locate wetland boundaries and observation point locations. Consultant shall use a sub-meter

accuracy GPS, to map all wetland and/or stream channel boundaries, photo points and data points.

For bridges and culverts, the OHWM will be delineated at the location of the bridge hydraulic cross-section(s), if these locations are provided. Where hydraulic cross-sections have been provided, wood lath (or equivalent) shall be placed at the OHWM to identify both the vertical and horizontal OHWM location. In situations where a temporary access crossing for construction may be required, the OHWM will also be delineated upstream and downstream of bridge structures on both banks of the stream using the same method. Beyond the locations of the bridge hydraulic cross-section or temporary crossing locations, the Consultant shall walk the stream channel banks with the GPS unit to obtain a multiple point horizontal OHWM boundary within the identified study area.

Preliminary Determination shall mean identifying potential wetlands and other waters of the US with field observations documented using the Routine Wetland Determination Data Forms (from the 1987 Corps Wetland Delineation Manual); however, no soil sampling will be necessary. Wetland information shall include Cowardin classification (including water regime) and Nebraska Wetland Subclass. Stream channel information shall include general stream channel type (ephemeral, intermittent, perennial) and estimates of width. Locations and estimated boundaries of wetlands and waters shall be recorded on an aerial photograph. Additional figures and ground level photographs should be provided as necessary to characterize the wetlands. A Wetland Delineation Report is not required.

- 1.6.1 Review Existing Resources / Databases. Consultant will review existing resources and prepare the *Wetland Determination Checklist* prior to the site visit. For cultivated fields, the consultant shall review the past 10 years of aerial photographs (if available) and the official 5-year NRCS slide set used for their wetland determinations.
- 1.6.2 Field Survey. Consultant will visit the project sites as assigned to determine if waters of the United States (waters of the US), including wetlands, are present within the proposed project limits of construction (LOC). Identified stream channels and/or wetlands shall be delineated with GPS and plotted on aerial photographs for assessment of fill or disturbance impacts resulting from construction of proposed project(s).

The level of wetland documentation will vary according to location. Along the project alignment, a Full Delineation shall be provided for the area 50 feet beyond the project LOCs or within the project right-of-way (ROW), whichever is farthest from the centerline. A Preliminary Determination shall be provided for the area 150 feet outside of the LOCs or ROW, whichever is farthest from the centerline. At a minimum, a Preliminary Determination shall be performed for any area that likely would be used for construction access, staging, stockpiling, or waste disposal (e.g. interchange/intersection areas, culvert and bridge construction sites, etc.). A full delineation shall be performed for known construction access, staging, stockpiling, or waste disposal areas. At culverts and bridges along the project alignment, a Full Delineation (including delineation of the OHWM if present, and adjacent wetlands) shall be provided for the area 150 ft outside of the LOCs or ROW, whichever is farthest from the centerline.

- 1.6.3 Documentation of Findings. Documentation as described above will be submitted to the City of Lincoln and NDOR as a record of findings. Consultant will plot the data on aerial photographs with the roadway alignment and stationing. Data will include wetland boundaries, wetland types, waters of the US (OHWM) and location of data collection points and photographs. Map scale must be drawn to a scale no smaller than 1-inch = 200-feet.

- 1.6.4 Mitigation Site Suitability Memorandum. It is anticipated that mitigation will be accomplished at the City's wetland mitigation bank, and assessment of other sites will not be required.
- 1.6.5 404 Permit Application. If needed, the Consultant will prepare materials for submittal of an application for a 404 permit from the Corps, and for 401 Water Quality Certification or Title 117 compliance from the Nebraska Department of Environmental Quality (NDEQ). If an Individual Permit is required, Consultant will prepare an Alternatives Analysis and Sequencing Demonstration for inclusion in the permit application. All materials will be submitted to the Client and NDOR for review and approval prior to submittal to the Corps.

Consultant will prepare a 1st Draft of the 404 Permit Application Package consisting of 404 Permit Application and Wetland Delineation Report, including complete description of the project, documentation of impacts to all wetlands and waters of the US, and wetland and stream channel mitigation. A hard copy and electronic files of the documents will be submitted to NDOR for review. Consultant will revise materials per NDOR comments, and resubmit subsequent drafts to NDOR and the City of Lincoln for review and approval. If mitigation is required, a proposal for additional services may be required to develop a mitigation plan. It is assumed that this project will be permitted under the Nationwide Permit. Should an Individual Corps Permit be required, a supplemental agreement will have to be issued.

- 1.6.6 Agency Coordination. Consultant will also handle coordination activities with the Corps and other regulatory and resource agencies, as needed, such as a pre-application meeting, submittal of the 404 permit application package to the Corps and NDEQ, and if needed, an on-site post-application meeting. The 404 authorization must be secured before PSE Turn-in, but not so early that the permit would expire before roadway fill impacts are accomplished. The target date for submittal of a 404 permit application is 12 months prior to letting. Time of the application submittal must be closely coordinated with NDOR.

If needed, Consultant will coordinate with NDEQ and obtain a letter of 401 Water Quality Certification. If wetlands are non-jurisdictional, Consultant will obtain a letter of opinion from NDEQ stating compliance with the non-degradation clause of Title 117 Nebraska Surface Water Quality Standards.

Consultant will coordinate with the agencies, whether in writing or personal contact, and be available to provide additional information, answer questions, respond to public comments, and attend meetings, if necessary. All correspondence with the Corps and other agencies, if necessary, shall be submitted to the State in draft form for approval at least 10 days before final submittal.

- 1.7 Floodplains, Streams and Rivers. Consultant will determine if the project will cross a designated floodplain, and whether the project activities will result in more than a one foot rise or the locally regulated maximum in the 100-year water surface elevation.

Consultant will identify any stream crossings and their hydrologic regime (perennial, intermittent, ephemeral).

Consultant will determine if the project is located 1.5 miles upstream or downstream, or within 0.25 miles of a river segment listed on the Wild and Scenic River or National Recreation River list, or Nationwide Rivers Inventory.

- 1.8 Threatened and Endangered Species Review. Consultant will prepare the Biological Evaluation (BE) letter for submittal to NDOR. The BE letter will include the project description, habitat impacts, activity checklist, and preliminary wetland determination memo.
- 1.9 Environmental Justice. Consultant will determine if the project has disproportionate impacts on low-income, minority or other protected populations.
- 1.10 Farmland. If there is any farmland located in the project area, Consultant will prepare an NRCS Farmland Conversion Form AD-1006 and perform coordination with NRCS. It is assumed that there is no farmland involved in this project.
- 1.11 Hazardous Materials Review and Memo. Consultant will complete a Hazardous Materials review for the project's environmental study area to identify the presence or likely presence of known or potential hazardous substances or petroleum products on a property under conditions that indicate an existing release, a past release, or a material threat of a release of any hazardous substances or petroleum products into structures, on the property or into the ground, groundwater, or surface water of the property.

The review will include a site visit and regulatory database search in accordance with the requirements listed in American Society for Testing Materials (ASTM) Standard Practice for Environmental Site Assessments E 1527-05, and NDOR Hazardous Materials guidance. The purpose of this review will be to identify regulated facilities within the project's environmental study area or within one quarter mile on either side of the project. Any facilities identified during the review will be assessed and their potential impact on the project discussed in a technical memo. Any required testing will be handled by the geotechnical subconsultant for the project. The memo will be included as an appendix to the NEPA document, with the findings summarized in the main body of the NEPA document.

- 1.12 Documentation and Revisions. Consultant will complete the CE Form, including Project Description, Purpose and Need Statement, project maps, and other supplemental information such as resource agency correspondence. Consultant will submit the Form and attachments to the City of Lincoln and NDOR for review and approval. Consultant will address the City of Lincoln, NDOR and FHWA comments and prepare revisions to the Form. Consultant will prepare the Green Sheet for the project.
- 1.13 Other. (Additional environmental project specific tasks may be added here). Environmental consultant will submit the Storm Water Pollution Prevention Plan using the Engineers plan sheets for erosion and sedimentation.

Environmental consultant will organize and participate in the Public Involvement activities, including the preparing of the Public Involvement Plan and two newsletters; attending the planning meetings, City Council/County Board meeting, three Public Involvement Meetings, and small group meetings, if appropriate; and producing the Final Public Involvement Report.

Project will require Minor Section 408 Modification and certification from the US Army Corps of Engineers (USACE) to be handled by the Project Engineer. Environmental consultant will assist the Project Engineer in providing other required USACE reviews such as the Section 404 permit.

FORMAT OF PROJECT PLANS

1. The Consultant shall prepare plan and profile plan sheets on a scale of 1" = 100', and "2L" (enlarged detail) sheets on a scale of 1" = 50' or 1" = 20'.
2. All full-sized plan sheets must be 24" x 36". The border sheet information is on the Department's website. The border will measure 20.9" x 31.7". All half-size plan sheets must be on 11" x 17" paper.
3. Any material which does not produce an acceptable reproduction will be returned to the Consultant for rectification.

4. The Consultant shall follow the City of Lincoln's CADD drafting procedures and guidelines in preparing the project plans. ALL FUTURE REFERENCE IN THIS DOCUMENT TO STATE'S CADD STANDARD SHALL MEAN= CITY OF LINCOLN CADD STANDARDS.

- a. Sheets must be set up according to the State's procedures.
- b. File names must follow the State's CADD naming convention.
- c. Line weights, line styles, text size and leveling must follow the State's guidelines.

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

- d. Working units must be:
 1. Master Units = Ft
 2. Sub Units = 1000 TH
 3. Position Units = 1
- e. Coordinates must be in the Nebraska Department of Roads State Plane Coordinate System. *Alternatively*, Global origin of the graphics design plane will be located at x= 0.0000, y= 0.0000.

PLAN ORDER FOR PLAN PACKAGES.

Title Sheet
2T Typical Sections
2S Summary of Quantities
2K Summary of Soils and Geotechnical Information
2W/2A Aerial plans with Wetland Delineation or aerial view of project
2H Horizontal Alignment and Orientation
2N General Information
2P Phasing Information
2L Large sheets for detail (construction and removals, geometrics, joints, grades, drainage, sediment and erosion control)
P&P Plan and Profile
Temporary Roads
Traffic Pavement Markings and Signing
Lighting
ITS Plans
Earthwork Data
Drainage Cross-Sections
Bridge Plans
Special Plans
R.O.W. Plans
Roadway Cross-Sections

PROJECT MANAGEMENT

a. *Project Management*

The Consultant Project Manager will serve as point of contact, maintain project schedule and budget, and be responsible for coordinating work of sub-Consultants. Provide regular progress reports with invoices.

b. *Coordination with Others*

The Consultant will coordinate their design with agencies and/or Consultants that are involved with this project or adjacent projects. Coordination includes one-on-one meetings with the agencies or Consultants. This task does not include coordination with utilities. See Task 4 for coordination with utilities.

c. *Design Memorandum*

The Consultant will prepare a design memorandum using DR Form 190, "Principle Controlling Design Criteria" establishing the design criteria to be used on the project and submit the information to Responsible Charge (RC) for concurrence.

GENERAL PROJECT MEETINGS

Kick-Off Meeting

Upon notice from the RC, the Consultant will schedule and attend a kick-off meeting with the Local Public Agency (LPA) staff. The RC will supply a list of invitees and the Consultant will be responsible for notifying the attendees.

Progress Meetings

The Consultant will schedule and attend all design progress meetings. The Consultant will create and distribute a meeting agenda at least 48 hours prior to all progress meetings.

Plan-in-Hand

The Consultant will schedule and attend a plan-in-hand field inspection. This field inspection will follow the review of the plan in hand plans by the RC and NDOR.

Public information meetings

The Consultant will schedule and attend all public meetings and prepare necessary displays for the meeting.

Utility Review Meetings/Coordination

Any utility review meeting should be scheduled to coincide with a regular project progress meeting. The scope of services will include time for coordination via the phone and one-on-one meetings with affected utilities.

TOPOGRAPHIC SURVEY

Topographical Survey

The Consultant will perform the necessary topographic ground survey including the existing centerline, intersecting streets, alleys and drives, tying the location of land monuments to the existing centerline, cross-sections and profiles necessary for the hydrologic study and hydraulic design of the drainage system. A topographic survey will be performed using electronic 'Total Station' technology in MicroStation/GEOPAK format. Copies of field book records and electronic records will be submitted to the RC 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).

The limits of the survey are to be at least 150 feet on each side of the existing centerline or to corners of structures on tracts, and must include enough information for build the proposed typical cross-section and show the limits of construction. The survey limits will extend 500 feet before the start of the project and 500 feet beyond the end of the project to accurately show the vertical and horizontal alignment of the roadway and the topographic features 150 feet either side of the centerline. The topographic survey will extend along intersecting streets a minimum distance of 300 feet and will be at least 100 feet in width. Channel meanders will be identified and surveyed along their flow lines for 500 feet from roadway centerline. Ditches and culverts will be identified and surveyed along their flowlines.

Survey shall be done using City of Lincoln Coding for symbols, line type and line weight

Base Map Preparation

Consultant will create the base map using the topographic survey data.

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 State Plane Coordinate System using known land survey monuments.

Vertical Control

Vertical control will be completed by differential level circuit referenced to NAVD 88. Ties to control used for City of Lincoln projects in the area can be done for "design-fit" confirmation.

Locate Section Corners

The Consultant will survey section corners in order to assemble the geometry for use in drafting existing right-of-way and property lines.

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 benchmarks provided by the LPA in NAVD 88.

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 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.

RIGHT OF WAY SURVEY

Right of Way Survey

The Consultant shall provide the complete Right-of-Way survey which must include the locating and/or establishing of land corners, lot corners, and to establish coincidence of these corners with the project centerline alignment or coordinate control.

The Consultant shall make sure the survey notes and accuracy are done according to professional land surveying practices, and must include sufficient data to compute and draft accurate metes and bounds descriptions of Right-of-Way and easement takings for deeds and eminent domain proceedings.

In urban areas, the Consultant shall locate and/or establish block corners or street monuments sufficient to determine existing Right-of-Way limits of the street, and to determine existing Right-of-Way limits and direction of intersecting streets. The Consultant shall include the descriptions of each corner, or monument, tie each corner or monument to project centerline or the coordinate control in the survey notes, and establish witnesses as necessary under good land survey practices.

The Consultant shall qualify discrepancies or deviations from existing plat data.

The Consultant shall tie the necessary land monuments (section and quarter section line monuments) to the project's coordinate control or to the survey baseline by station, plus and distance right or left to the nearest one-hundredth (0.01) foot.

The Consultant shall furnish a copy of the survey plat in accordance to professional land surveying laws and practices.

The Consultant shall find or set the west property line of the Indian center at the intersection of 10th and Military.

UTILITY COORDINATION

Utility Location/Verification

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 RC 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.

Utility Plan Submittals

With each plan submittal to the LPA the Consultant will distribute plans to public and private utilities within the project limits for review and comment.

NOTE REDUCTION AND PRELIMINARY PLOTTING

The Consultant shall prepare project base files and plan sheets in accordance with the NDOR CADD standards. Plan sheets to be included in the first submittal may include the following:

- Preliminary Title Sheet
- Typical Cross-Section Sheets (2T)
- Wetland Sheets (2W)
- Aerial Photo Sheets (2A)
- Construction Phasing Plans (2P)
- Geometric Sheets (2L)
- Storm Drainage Plan and Profile Sheets (2L)
- Construction Sheets (2L)
- Removal Sheets (2L)
- Sediment and Erosion Control Sheets (2L)
- Roadway Plan and Profile Sheets (Start with sheet 3)
- Traffic Control Sheets
- Lighting Plan Sheets
- Culvert/Channel Cross-Section Sheets
- Bridge (SP-)
- Detail Sheets (SP-)
- Retaining Wall Plan and Profile Sheets (SP-)
- Wastewater Plan and Profile Sheets (SP-)
- Water Main Plan and Profile Sheets (SP-)
- Traffic Signal Plan Sheets (SP-)
- Right-of-Way Sheets (Existing right-of-way and ownerships identified)
- Roadway Cross-Section Sheets

PRELIMINARY/FUNCTIONAL DESIGN

The Consultant will prepare project base files and plan sheets in accordance with the NDOR CADD standards. In general, the Consultant shall provide preliminary and functional roadway design services for (but not be limited to):

1. The Consultant shall prepare a video and still photo log to be used to document preconstruction conditions. This information shall be submitted at the time of the first plan submittal.
2. The Consultant will evaluate possible alternatives including but not limited to horizontal and vertical alignment, sidewalk locations, and a study evaluating rehabilitation and reconstruction of the bridge.
3. The Consultant shall prepare preliminary plans for the Plan-in-Hand and submit one set to the LPA three weeks prior to Plan-in-Hand along with preliminary quantities with the appropriate forms filled out. This must include 2A's, typical sections, plan and profile with drainage and driveway build notes, and earth work summary, or 2L's (whichever is applicable), roadway cross-sections, drainage cross-sections with recommendations, wetland impacts, R.O.W. information (ownerships), and preliminary L.O.C.'s in accordance with the LPA manual.
4. Three weeks prior to Plan-in-Hand, the Consultant shall complete and submit to the LPA an avoidance and minimization analysis and preliminary estimate of wetland impact, if applicable.
5. In addition to the above, the Consultant shall make revisions to the preliminary plans from the Plan-in-Hand, and submit them as Functional plans.
6. The Consultant shall prepare a written description of the Construction Phasing, noting detour routes if applicable. This phasing plan shall be submitted at the time of the first submittal.
7. The Consultant shall prepare an updated total project cost estimate. This shall include Preliminary Engineering, ROW acquisition, Private Utility Relocations, Public Utility Relocations, Construction, and Construction Engineering on the appropriate forms.

8. The Principal Controlling Design Criteria DR form 190; attachment "A" will document the design criteria for the project.
9. Scope changes, or adjustments to design criteria due to engineering or economic consideration, must be coordinated with the LPA, documented and approved in writing by the State.
10. The Consultant shall reference all geometrics to the project centerline.
11. The Consultant shall attend the Plan-in-Hand field inspection with the LPA.
12. The Consultant shall develop traffic phasing concepts to allow for reasonable access during construction for highway and local traffic that may include detours and staging of construction.
13. After the Plan-in-Hand, the Consultant shall:
 - a. Prepare the Plan-in-Hand report.
 - b. Consolidate comments on one set of 1/2 size Plan-in-Hand plans.
 - c. Proceed with functional design which reflects Plan-in-Hand decisions.
14. The Consultant shall label the plans "Preliminary, Subject to Change" (see cell library, cell name PNF) until the Registered Engineer's seal and signature are added to the plans.
15. The Consultant shall prepare quantity estimates, (DR-342, 343E) for all construction and removal items on the plans and submit them to the LPA as follows:

Cost Update 1	(DR 342 & 343E)	Status 30 Preliminary Plans
Cost Update 2	(DR 342 & 343E)	Status 40 Functional Plans

PLAN IN HAND PLANS (30%)

All plan sheets will have the following information in a standard NDOR title block. The title block will show the QC/QC review was performed and the name of the individual who performed the review for the PE firm. The work items to be competed and the level of detail at this stage of the design may be found on Checklist 06-10, Plan in Hand (30%) Review Checklist at the following website (<http://www.dor.state.ne.us/gov-aff/lpa/lpa-checklists/index.html>).

All sheets will be clearly labeled Plan in Hand Plans, Not for Construction:

- Project number (City and State)
- Control number
- Project location
- Sheet number
- Title of the sheet
- Signature block for professional seal

The Consultant will develop the following plans sheets with the following information:

- a. Preliminary Title Sheet:
 - Project name, location and control number.
 - Design standard
 - Design traffic data
 - Design speed
 - Legend
 - Index of sheets
 - Project length
 - Location map
 - North arrow
 - Miscellaneous notes, i.e. referencing the 2007 NDOR Standard Specifications for Highway Construction.
- b. Typical Section Sheet a typical cross-section is to be developed which accurately represents the lane width, depth of surfacing, curbs, shoulder widths, side slopes, lateral obstacle clearances and sidewalks. A legend will be placed on the plans detailing the information shown in the typical cross-sections. Typical cross-sections will be developed for the total length of the project as noted on the Title Sheet and

for any improvements involving surfacing and a vertical and horizontal alignment (trails, frontage roads, etc.).

- c. Aerial Sheets (2A) will show the pavement outline, north arrow and scale.
- d. Aerial Sheets (2W) sheets will show the pavement outline, north arrow, scale and identify wetlands and channels.
- e. Horizontal/Vertical Control Sheets (2H) sheets show the horizontal and vertical control points and ties.
- f. General Notes Sheet (2N) general notes show or note design details unique to the project.
- g. Construction Phasing Plans (2P) preliminary construction phasing is to be developed prior to conducting the plan in hand inspection and or before public information meeting. The construction phasing plan is to be reviewed by the NDOR District Construction Engineer for constructability.

2L sheets (Large Scale) will be developed as needed to show project details which cannot be shown on a smaller scale. The following is a list of 2L sheets needed for plan in hand plan set submittal:

- h. Geometric Sheets (2L) if geometric information is not shown on the plan and profile sheets. Geometric sheets will show stations and offsets or coordinate points of the geometric points needed to construct the roadway.
- i. Storm Sewer Plan and Profile Sheets (2L) the storm sewer plan and profile sheets for the plan in hand plans need to have sufficient detail to identify potential conflicts with existing utilities and topographic features. The plans need to show the station and offset of the proposed improvements. The type and size of the proposed curb inlets, the size of the storm sewer pipe, pipe grades and flow-line elevations and top of lid elevations. The hydrologic and hydraulic computations used to design the system will be submitted with plan in hand plans.
- j. Construction Sheets (2L) build notes will use NDOR standard bid items and units of measure. Non-standard bid items will need to be reviewed and approved by NDOR. A summary of quantities mirroring the bid items on the construction sheets will be submitted with the plan in hand plans on DR forms 342 and 343 for NDOR's use in preparing the opinion of probable cost (Cost Update 30).
- k. Removal Sheets (2L) removal notes will use NDOR standard bid items and units of measure. Non-standard bid items will need to be reviewed and approved by NDOR. A summary of quantities mirroring the items on the removal sheets will be submitted with the plan in hand plans on DR forms 342 and 343 for NDOR's use in preparing the opinion of probable cost (Cost Update 30).
- l. Sediment and Erosion Control Sheets SWPPP (2L) sediment and erosion control plan sheets will be developed using best management practices. The plan in hand plans need to show the placement of sediment and erosion control measures.
- m. Plan and profile sheets will show the following information:
 - Vertical and horizontal curve information
 - Roadway stationing
 - Geometric information if space allows
 - Bench marks
 - Roadway grades
 - Existing topography (manmade and natural)
 - Existing known above and below ground utilities
 - Build and removal notes if space allows (tabular or box notes).
 - North Arrow
 - Scale
 - Elevations of the existing roadway along centerline and finished grade elevations.
 - Preliminary limits of construction
 - Improvements to intersections and drives
 - Sidewalk construction (ADA Compliant)
 - Existing right of way
- n. Roadway Lighting Plan Sheets lighting plans will show the type of the proposed street lighting and the station and offset of the improvements (pole locations and

- pull boxes). Detailed wiring plans, pole foundations, etc are not required in the plan in hand plan package.
- o. ITS Plan Sheets will show the type of the proposed ITS conduit and pull boxes and the general preferred routing of fiber optic pathways across the structure and at tie-in points. Detailed wiring plans, fiber splicing diagrams, etc are not required in the plan in hand plan package.
 - p.
 - q. Earthwork Data Sheets the earthwork data sheets will show cut and fill quantities by station.
 - r. Culvert/Channel Cross-Section Sheets cross-sections need to show the size, type and location of the proposed structure. The height of fill and the drainage calculations (hydrologic and hydraulic) used to size the structure.
 - s. Structural/Bridge Plan Sheets (SP-) the level of detail needed for the plan in hand for the bridge plan is limited to the type, size and location of the structure. See Task 12, Structural/Bridge Design for additional guidance on the required scope of work.
 - t. Retaining Wall Plan and Profile Sheets (SP-) at the plan in hand stage, this work is limited to showing the size, type and location of the proposed retaining wall, if applicable. The plans need to be of sufficient detail to identify possible utility conflicts. See the section on Structural/Bridge Design for additional guidance on the required scope of work.
 - u. Right of way Plans these plans will show the existing topographic features, the limits of construction, existing right of way, easements, ownerships, property lines and consist of the following plans:
 - Sheet (R-1) will show the location of the project, existing right of way, permanent and temporary easements, property, sub-division and section lines and information. A legend showing the patterning used to show existing right of way, easements, etc. the patterning used will conform with the patterning used by NDOR. The standard NDOR title block will be used showing the scale, north arrow and title block.
 - Sheet (R-2) is a tabular summary sheet listing the tract number, owner, property description, records (area owned, areas of taking, area of temporary and permanent easements, etc.) and their locations sheet numbers and tracts.
 - Sheet (R-3 thru R-) will be detailed plans showing the existing topographic features, the limits of construction, existing right of way, easements, ownerships, property lines, station and offsets of brake points in the right of way, and easements.
 - v. Roadway Cross-sections these plans will are to show the existing and proposed roadway cross-section, stationing, grade elevations, the location of the right of way and easements.

Water/Sanitary relocation and or reconstruction is not anticipated on this project.

PUBLIC INVOLVEMENT

a. Public Involvement Planning Meetings (3 Meetings)

The Consultant will meet with the City of Lincoln to develop public involvement strategies. The Consultant will be responsible for distributing meeting invitations, coordinating meeting locations, and preparing meeting minutes.

b. Public Involvement Plan

The Consultant will develop a public involvement plan for review and approval by the RC. The plan should include dates of anticipated meetings, anticipated forms of communication with the public (i.e. website, newsletter, door hangers, etc.), and a database of adjacent property owners and other project stakeholders. All information to be sent to the public or posted to the web shall be reviewed by the RC prior to distribution. The information will be submitted for review a minimum of one week prior to publication.

c. Database Development/ Maintenance

The Consultant will develop and maintain a database of project stakeholders to include residents, property owners, organizations, agencies, LPA staff and officials, project team members and other parties who may be interested in or impacted by the project. The database shall identify stakeholder names, telephone numbers, addresses, tract

numbers, conversation dates and other pertinent information. A copy of the database will be given to the RC upon request. The Consultant will also serve as the point of contact for public involvement and information, and will keep a record of all public contacts and inquires regarding this project.

d. City Council/County Board (1 pre-council/Board, 1 regular meeting)

At the request of the RC, the Consultant will attend 1 pre-council/board meeting and 1 council/board meeting to report on project progress and answer council/board member questions.

e. Open Houses (3 Meetings)

The Consultant will schedule, arrange, and facilitate 3 public open houses to be held in conjunction with the NEPA phase and pre-construction. The Consultant will draft a newspaper notice of the open house to be reviewed by the RC. The notice of the open houses will be published 10 days prior to the event in a local newspaper as well as the City of Lincoln website.

During the public meeting, LPA 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 houses and prepare a written summation of the oral and written comments received. The Consultant shall provide any necessary follow-up.

f. The Consultant may need to prepare for and conduct a design public hearing. The work associated with this task is detailed NDOR publication, Pursuing Solutions Through Public Involvement and is made part of this scope of services by reference (<http://www.transportation.nebraska.gov/docs/public-involvement.pdf>). It is anticipated that a Public Hearing will not be required.

g. One-on-One, Small Group Meetings (30 Meetings)

The Consultant will meet with individuals who are significantly affected by the project. These meetings will be conducted prior to public open house meetings.

h. Newsletters/Informational Materials

The Consultant will develop and reproduce 2 newsletters throughout the course of the project. Newsletters shall be mailed to all project stakeholders and posted to the LPA's web site. The Consultant shall also develop other informational material such as door hangers, postcards, or individual letters to property owners as requested by the RC. All informational materials shall be reviewed and approved by the RC prior to printing and distribution.

i. Final Public Involvement Report/Documentation

The Consultant will write a final report documenting the public involvement process. The report shall include tools and techniques utilized, numbers of citizens participating, meeting minutes, a list of meeting attendees, and general description of public reaction.

j. Consultant will update a "Twitter page" regarding the projects progress and meetings.

k. Consultant will provide City of Lincoln RC with information for web page updates.

PAVEMENT DETERMINATION

The Consultant shall provide complete documentation of the structural pavement design analysis used for the project.

The pavement analysis must be a nationally recognized method, such as AASHTO, AIM, PCA, etc...

The Pavement Determination Data Sheet (supplied by NDOR) shall be completed by the Consultant and included as part of the documentation.

DRAINAGE ANALYSIS

a. Hydraulic/Hydrologic Analysis

The Consultant shall design open and closed drainage systems in accordance with the most current edition of the City of Lincoln Drainage Criteria Manual. NDOR and FHWA are still refining their policy for storm sewer participation and updated guidance will be included in the NDOR LPA Manual. Only those portions of the system directly impacted by the transportation project may receive Federal-aid Highway Transportation funds. The pay items for components related to the storm water drainage system need to be separated out, so that the amount of Federal-aid participation can be determined.

b. Floodplain Study

The Consultant shall coordinate with the local regulatory agencies (Natural Resources District, Corp of Engineers, etc.) when designing items or fill within the flood plain. The design shall be in accordance with current backwater standards.

c. Preliminary Drainage Studies

The Consultant shall review available drainage studies, identify overland flow paths and sumps. At the request of the RC, hydraulic design calculations and GEOPAK drainage models will be submitted for review.

TRAFFIC STUDY AND SIGNAL DESIGN

Traffic Data Collection

The Consultant will take traffic counts along the project corridor near the proposed structure to document daily (24 hr) traffic volumes along the roadway segment. The counts will be summarized in hourly intervals for inclusion the traffic analysis technical summary memorandum.

Traffic Analysis (20 Year Projection)

The Consultant will review previous traffic forecasts and long range planning work conducted, and develop traffic forecasts for the roadway segment. Coordination with the MPO/Planning department will take place to evaluate the previous traffic forecasts developed, and any necessary updates due to other area project timing. Upon completion of the traffic counts and development of future volume forecasts, the Consultant will prepare technical memorandum, to be reviewed by the RC, that contains graphics as needed to reflect the data, volume projections, and analysis. This information will also be developed for use with the applicable Noise Studies.

Traffic Signal/ITS Design and Street Lighting

No signal plans are anticipated in the project limits of this project.

For purposes of future ITS infrastructure, (2)2" Conduits are assumed to be routed across the structure, and fiber optic pull boxes will be located on each end of the bridge in the fill areas with a stub-out for future connectivity.

Lighting will be designed by the Consultant and furnished to the electric utility provider for review. Standard overhead roadway lighting is assumed for the structure. Coordination of power service and roadway lighting service will be conducted with LES.

Pavement Marking & Signing

The Consultant shall prepare plan sheets showing pavement marking and signage layouts. In addition, temporary signage and pavement markings will be shown, if applicable.

FUNCTIONAL PLANS (60%)

Functional plans incorporate review comments needed revisions identified during the plan in hand and serves as a mid point check of the design (60% complete). The work items to be completed and the level of detail at this stage of the design may be found on Checklist 06-45, Functional Design Review Checklist at the following website (<http://www.dor.state.ne.us/gov-aff/lpa/lpa-checklists/index.html>).

The following plans with the limits of construction are to be submitted at the completion of the functional design:

- Preliminary Title Sheet (by Consultant)
- Title Sheet (Prepared by NDOR PS&E)
- Typical Cross-Section Sheets (2-T)
- Summary of Quantities Sheet (Prepared by NDOR PS&E)
- Summary Of Soil and Materials Information (2K)
- Wetland Sheets (2W)
- Aerial Photo Sheets (2A)
- Horizontal/Vertical Control Sheets (2H)
- General Notes Sheet (2N)
- Construction Phasing Plans (2P)
- Geometric Sheets (2L)
- Joints and Grades Sheets (2L)

- Storm Drainage Plan and Profile Sheets (2L)
- Construction Sheets (2L)
- Removal Sheets (2L)
- Sediment and Erosion Control Sheets (2L)
- Roadway Plan and Profile Sheets (Start with sheet 3)
- Traffic Control Sheets
- Pavement Marking & Signing Sheets
- Lighting Plan Sheets
- ITS Plan Sheets
- Earthwork Data Sheets
- Culvert/Channel Cross-Section Sheets
- Bridge (SP-)
- Detail Sheets (SP-)
- Retaining Wall Plan and Profile Sheets (SP-)
- Retaining Wall Details (SP-)
-
- Right of Way Title Sheet (R-1)
- Right of Way Summary Sheet (R-2)
- Right-of-Way Plans (R-)
- Roadway Cross-Section Sheets (X-)

The Consultant shall prepare quantity estimates, (DR-342, 343E) for all construction and removal items on the plans and submit them to the LPA as follows:

Cost Update 3 (DR 342 & 343E)

After the review of the functional plans and approval of the environmental documentation by NDOR and FHWA the Project Coordinator will issue a notice to proceed with final design to the LPA.

FINAL PLANS

The final design begins after the plan in hand inspection and reports and ends with the submittal of the final design plans. Final plans are considered 90% complete; the remaining 10% would be any revisions resulting from right of way negotiations, if applicable. The work items to be completed and the level of detail at this stage of the design may be found on Checklist 06-70, Final Plan Review Checklist at the following website (<http://www.dor.state.ne.us/gov-aff/lpa/lpa-checklists/index.html>).

The limits of construction will be shown on the following applicable sheets:

- Preliminary Title Sheet (by Consultant)
- Title Sheet (Prepared by NDOR PS&E)
- Typical Cross-Section Sheets (2T)
- Summary of Quantities Sheet (Prepared by NDOR PS&E)
- Summary Of Soil and Materials Information (2K)
- Wetland Sheets (2W)
- Aerial Photo Sheets (2A)
- Horizontal/Vertical Control Sheets (2H)
- General Notes Sheet (2N)
- Construction Phasing Plans (2P)
- Geometric Sheets (2L)
- Joints and Grades Sheets (2L)
- Storm Drainage Plan and Profile Sheets (2L)
- Construction Sheets (2L)
- Removal Sheets (2L)
- Sediment and Erosion Control Sheets (2L)

- Roadway Plan and Profile Sheets (Start with sheet 3)
- Traffic Control Sheets
- Pavement Marking & Signing Sheets
- Lighting Plan Sheets
- ITS Plan Sheets
- Earthwork Data Sheets
- Culvert/Channel Cross-Section Sheets
- Bridge (SP-)
- Detail Sheets (SP-)
- Retaining Wall Plan and Profile Sheets (SP-)
- Retaining Wall Details (SP-)
- Wastewater Plan and Profile Sheets (SP-)
- Water Main Plan and Profile Sheets (SP-)
-
- Right of Way Title Sheet (R-1)
- Right of Way Summary Sheet (R-2)
- Right-of-Way Plans (R-)
- Roadway Cross-Section Sheets (X-)

After the review and approval of the final plans, the LPD Project Coordinator will issue a notice to proceed with the right of way design to the LPA, if applicable.

GEOTECHNICAL EVALUATION

a. Data Research

Based upon current site topography, the site grading is expected to be moderate, with cuts and fills expected to be generally 15 feet or less. It is anticipated 2 soil test borings will be taken along the project. The fee associated with these borings assumes the project site is easily accessible for truck-mounted drilling equipment and rights of access, if needed, can be obtained from adjacent owners or that the street will be closed by the City of Lincoln. These test borings will be in accordance with schedules located in the most recent NDOR Geotechnical Policy and Procedures Manual. Prior to drilling the soil borings, locations will be staked and area underground utility service representatives will be contacted via the Digger's hotline.

The location and number of borings needed is anticipated as follows:

- Boring 1 will be located on the north side of the bridge and will extend to a depth of about 90 feet below grade or at least 15 feet into 50 blow count material
- Boring 2 will be located on the south side of the bridge and will extend to a depth of about 90 feet below grade or at least 15 feet into 50 blow count material.
 - Sampling will be in general accordance with industry standard procedures wherein Shelby tube samples or split-barrel samples are obtained. Four samples will be obtained in the upper ten feet of each boring and at intervals of five feet thereafter. In addition we will observe and record groundwater levels in the boreholes during and immediately after drilling. Once the samples have been collected and classified in the field, they will be placed in appropriate sample containers and transported to our laboratory.
 - Additional Auger Samples will be obtained from the upper 5 feet for Standard Proctor and CBR tests.
 - Boring holes will be filled with bentonite grout.

Laboratory Testing – The samples will be tested in our laboratory to determine physical engineering characteristics. Testing will be performed under the direction of a geotechnical engineer and will include visual classification, moisture content, dry density, and strength tests (unconfined compression/hand penetrometer), as appropriate. In addition, up to six Atterberg limit tests, two soil samples tested for lead, two pinhole dispersion tests, one triaxial

consolidated undrained test, one standard Proctor and one CBR test may be performed on selected samples.

b. Design Recommendations

The Consultant shall prepare geotechnical recommendations for the primary purpose of developing geotechnical design criteria for use in designing retaining walls bridges, and pavements for the project.

c. Geotechnical Report

The Consultant shall prepare and submit 2 copies of a geotechnical report to the RC for review and shall include:

- Description of site soil conditions.
 - Frost depth requirements for the pavement structures.
 - Analysis of soil to ascertain presence of potentially expansive soils.
 - Recommendations for bridge foundations, pile depth and pile capacity.
 - Recommended types of fill and backfill soil materials and compaction requirements for support of structures and pavements.
 - Remedial site subsoil repair actions in the case that weak or otherwise unsuitable soils are found, if necessary.
 - One run for slope stability of the planned revised slope is included in our report Evaluation of soil or other materials requiring excavation or replacement and methods of removal.
 - Pavement Determination Form.
-
- Seepage analysis and additional slope stability analysis for rapid drawdown and after construction are not included in this scope

ENVIRONMENTAL/HISTORICAL REVIEW

Consultant shall review the Probable Class of NEPA Action for Local Federal-Aid Projects (DR Form 53). The document addresses the existing environmental conditions and concurrence from FHWA with the NDOR recommended probable class of action.

STRUCTURE DESIGN

a. Structure Alternative Analysis

The Consultant shall investigate structural alternatives. Items to consider during analysis shall include span length, number of lanes, pier location, constructability, impact on surrounding properties, aesthetic features, and operation of roadways, or channels crossing the bridge. The following bridge alternatives shall be analyzed at the Beal Slough Crossing:

1. Reconstruction of the Structure: Structure For scoping purposes, the structure is assumed to consist of 3 lanes with a pedestrian crossing (10' clear) on the east side. Provide for future widening on the west side for pedestrian crossing (10' clear)
2. Rehabilitation of the Structure: provide for 2 lanes with pedestrian crossing on the east side. Lane widths for vehicular and pedestrian to be determined.

b. Bridge Design and Plan Preparation

The Consultant shall prepare a report of conceptual design information, which details all pertinent design features for each structural alternative, including costs. This information shall be included in the project design memorandum.

During preliminary bridge design the Consultant shall analyze the impacts of fill slopes vs. walls at the bridge abutments. This project assumes fill slopes will be designed. The Consultant shall investigate the soil types for the bridge design. (See Task 9 Geotechnical Evaluation)

Once the preliminary design sheets (Bridge Type, Size, and Location (TS&L) and data sheets) are complete, they shall be submitted for review by the RC and the NDOR Project Coordinator. Prior to submitting TS&L sheets the Consultant shall identify pedestrian needs on the bridge.

After the preliminary design is approved and a decision is made to either rehabilitate or reconstruct the bridge, the Consultant shall prepare final design plans in accordance with NDOR bridge design policies and procedures as well as the most recent edition of AASHTO Standard Specifications for Highway Bridges.

The Consultant shall have an independent design check for the alternative chosen per NDOR requirements. A copy of the design check and comments made during the design check shall be submitted to the RC.

The Consultant shall provide shim shot calculations for use during construction. The Consultant shall also review shop-drawing submittals and answer design questions during construction.

c. Lighting

The Consultant shall design lighting along the bridge as follows:

- Standard Lighting
- Lighting Above the Bridge Deck

The Consultant shall include the design of circuits and wiring as well as future conduit location in the bridge design.

d. Retaining Wall

The Consultant shall investigate various retaining wall designs and recommend a wall type, if applicable. Example retaining wall options include modular block walls, "stone-strong" walls, and cast-in-place walls. The Consultant shall also review shop-drawing submittals and answer design questions during construction. The Consultant shall prepare retaining wall profiles for each wall along the project.

The Consultant shall investigate the soil types for retaining walls. See Geotechnical Evaluation

FINAL PS&E PLAN SUBMITTAL

a. Final PS&E plans

The Consultant shall incorporate review comments and revisions needed identified during the review of the functional plans. The PS&E plan sheets may include but are not limited to following sheets:

- Preliminary Title Sheet (by Consultant)
- Title Sheet (Prepared by NDOR PS&E)
- Typical Cross-Section Sheets (2-T)
- Summary of Quantities Sheet (Prepared by NDOR PS&E)
- Summary Of Soil and Materials Information (2K)
- Wetland Sheets (2W)
- Aerial Photo Sheets (2A)
- Horizontal/Vertical Control Sheets (2H)
- General Notes Sheet (2N)
- Construction Phasing Plans (2P)
- Geometric Sheets (2L)
- Joints and Grades Sheets (2L)
- Storm Drainage Plan and Profile Sheets (2L)
- Construction Sheets (2L)
- Removal Sheets (2L)
- Sediment and Erosion Control Sheets (2L)
- Roadway Plan and Profile Sheets (Start with sheet 3)
- Traffic Control Sheets
- Pavement Marking & Signing Sheets
- Lighting Plan Sheets
- ITS Plan Sheets
- Earthwork Data Sheets
- Culvert/Channel Cross-Section Sheets

- Bridge (SP-)
 - Detail Sheets (SP-)
 - Retaining Wall Plan and Profile Sheets (SP-)
 - Retaining Wall Details (SP-)
 - Wastewater Plan and Profile Sheets (SP-)
 - Water Main Plan and Profile Sheets (SP-)
 - Right of Way Title Sheet (R-1)
 - Right of Way Summary Sheet (R-2)
 - Right-of-Way Plans (R-)
 - Roadway Cross-Section Sheets (X-)
1. List of standard plans
 2. Summary of quantities (DR forms _____ and Horse Blankets DR form _____)
 3. Construction Quantities
 4. Special Provisions
 5. PS&E Required Sheet DR Form 280

QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)

The Consultant will provide a copy of their QA/QC plan to the RC at the start of the project. The Consultant will submit in writing that this plan has been used during the project at each submittal with the name of the person responsible for performing the QA/QC the review.

PERMIT APPLICATIONS/AGREEMENTS

The Consultant shall prepare and submit on behalf of the LPA ALL necessary permits, agreements, certifications, and forms. The Consultant shall copy the RC on all applications being submitted. Some permits will be submitted directly to NDOR who will in turn submit it to the appropriate agency. Permits that may be needed are as follows but are not limited to:

- Corps of Engineers 404 Permit
- Corps of Engineers 408 Permit
- Floodplain Permit
- SWPPP - NPDES Permit
- NDOR Use of Right of Way Permit
- NDOR Agreement
- Utility Permits
- Nebraska Department of Environmental Quality (NDEQ)
- City/County Health Department Permits

PS&E SUBMITTALS

a. Draft PS&E Submittal

The Consultant shall submit a draft PS&E package, along with all project checklists, to the RC for final review. The package will include the plan set, special provisions, and total project quantities. The Consultant shall prepare an updated total estimate of quantities and project cost estimate. This shall include, but not be limited to Preliminary Engineering,

b. Final PS&E Submittal

Upon incorporating review comments into the plan set and special provisions, the Consultant shall prepare and submit all drawings, horse blankets, summary of quantities sheets, special provisions, and an estimate of quantities to the RC for the final PS&E review. After the RC has completed their review of the PS&E plans and specifications, the RC will instruct the Consultant to submit the bid package to the NDOR PC. The bid package includes horse blankets, summary of quantity sheets (DR 342 and DR 343) sealed drawings and special provisions.

GENERAL INFORMATION

Reports, Studies and Technical Information:

The Consultant shall prepare and submit the following items to the RC:

1. Technical memos as applicable
2. Meeting minutes from all meetings
3. Traffic Analysis Technical Memorandum
4. Drainage computations, culverts and storm drainage design
5. Miscellaneous correspondence and information related to the project
6. Summary of quantities
7. Permit applications
8. Special Provisions will be developed for items not covered in the 2007 edition of the Nebraska Department of Roads Standard Specifications and Special Provisions for Highway Construction.

PROJECT LETTING, CONSTRUCTION AND POST CONSTRUCTION ACTIVITIES

The consultant shall provide the following:

1. The Consultant shall calculate shims for the girders. Information will be provided by others
2. The Consultant shall provide a culvert order sheet to the RC during construction the phase.
3. The Consultant shall provide a post construction load ratings and submittal information to the NDOR for documentation. This includes Load Rating Summary Sheets (LRSS)
4. Review and approve shop drawings for the following:
 - a. Girders
 - b. Structural Steel
 - c. Sub-Structure Steel
 - d. Guardrail Anchor Assembly
 - e. Girder Bearings
 - f. Expansion Joints
 - g. Culverts
 - h. Pedestrian Fencing
 - i. Pedestrian Hand Rail
 - j. Guard Rail
 - k. Lighting
 - l. ITS Conduit and Junction Boxes
 - m. Pedestrian Fence (bike path)
 - n. Retaining Walls
 - o. Bridge Floor Drains
 - p. Utility Hangers
5. Provide addendums during letting, Assumes 2 addendums.
6. Provide up to 2 plan revisions.

CROSS-SECTIONS

1. The Consultant shall:
 - a. Plot all cross-sections. This includes labeling stations on the right side of the sheet, labeling existing and design centerline elevations at centerline and labeling offset distances every 5 or 10 feet at the bottom of each sheet.
 - b. Plot cross-sections on standard size sheets (same size as project plan sheets) according to the State's standards.
 - c. Stamp or plot in the upper right corner of each sheet the project number (no prefix), sheet number, the control number, horizontal and vertical scale. Plot the roadway cross-sections at the scale of 1" = 10' H&V, or 1" = 20' H&V.

- d. Plot cross-sections with stations progressing upward from the bottom to the top of the sheet.
- e. Plot the cross-sections so that there is room for the design cross-section. Do not overlap cross-sections.
- f. Cut cross-sections at 25 foot intervals (maximum) and at key locations such as driveways.
- g. Plot a cross-section at each location where there may be a drainage structure needed and at driveways, intersections, guardrail grading break points, existing culverts, or other unusual features.
- h. Plot drainage structure cross-sections and keep them separate from roadway cross-sections.
- i. Plot drainage structure cross-sections at the following scales:
- j. Storm Sewer 1" = 10' H&V.
- k. Roadway Culverts 1" = 10' H&V.
- l. Plot computer roadway cross-sections in the following manner:
 - i. Plot original ground with a dashed line.
 - ii. Plot design template with a solid line.
- m. Plot the right-of-way and easements on each cross section.
- n. Label the cut and fill quantities for each section.

RIGHT-OF-WAY

It is not anticipated that Right of Way or Easements will be required for this project. The City of Lincoln will perform a title search to establish ownership. The Consultant shall develop final right of way plans for submittal to PS&E and for the City's use to perform appraisals and negotiations for the needed right of way or easements, if applicable.

Right of way plans are to be prepared after final construction plans have been developed. Final construction plans are considered 90% complete; the remaining 10% would be any revisions resulting from right of way negotiations.

Existing land base files and title research developed by the Consultant or provided by the RC will be used to determine the existing right-of-way and to design the easements and additional right-of-way. Encroachments on existing right of way will be noted on the plans.

Care is to be given by the Consultant when preparing right of way plans and the right of way cost estimate. Any revisions of these documents, subsequent to their submittal will require additional review by the NDOR's Right of Way Division, the appraiser and review appraiser, causing delays in project delivery.

Right of way is not anticipated to be acquired for this project. If it is determined during plan-in-hand that right-of-way is required, then this contract shall be amended under a supplemental agreement. If right-of-way is needed, the following section applies:

a. The LPA/NDOR will provide or make a available the following items:

1. LIDAR DTM file (DAT or TIN), if available.
2. Deeds for previous R.O.W. projects (including railroad maps, railroad leases and city plats, if applicable).
3. Additional Title Research and property titles, if titles are updated by appraisers/negotiators.
4. Aerial photos in .TIF format (digital ortho), if available.
5. Prepare R.O.W. contracts.
6. Access control decisions list.
7. Information available on the NDOR Website (www.transportation.nebraska.gov):
 - a) Blank R-2 Sheet.
 - b) Standard Right of Way plan Border Sheet.
 - c) Standard Right of Way Plan Title Sheet.
 - d) Computer drafting levels convention and naming convention.
 - e) Previous Right of Way Pattern reference file.
 - f) Preliminary Right of Way area estimate form.
 - g) Nebraska Department of Roads Certificate of Title Report Form.

- h) Sample of filled out Department of Roads Certificate of Title Report Form.
- i) Right of Way Design Checklist.
- j) Roadway Design Manual (<http://www.transportation.nebraska.gov/roadway-design/pdfs/rwydesignman.pdf>).
- k) Right of Way Design Consultant manual (<http://www.transportation.nebraska.gov/roway/pdfs/des-consult/row-des-cons-man.pdf>).
- l) Right of Way Manual (<http://www.transportation.nebraska.gov/roway/doc-pub.htm#rowmam>).
- m) LPA Manual "Real Estate Acquisition Guide for Local Public Agencies" (<http://www.transportation.nebraska.gov/roway/doc-pub.htm#pubagman>).
- n) NDOR Access Control Policy to the State Highway System.
- o) MicroStation Standards for Right of Way – Cell Libraries (<http://www.transportation.nebraska.gov/roway/file-dwnld.htm#microstation>).
- p) MicroStation Standards for Right of Way – MDL Files (<http://www.transportation.nebraska.gov/roway/file-dwnld.htm#microstation>).
- q) GEOPAK files for Right of Way – Right of Way Staking (<http://www.transportation.nebraska.gov/roway/file-dwnld.htm#geo>).
- r) GEOPAK files for Right of Way – Right of Way Staking Station Order Report (<http://www.transportation.nebraska.gov/roway/file-dwnld.htm#geo>).
- s) GEOPAK files for Right of Way – Station and Offset Label File (<http://www.transportation.nebraska.gov/roway/file-dwnld.htm#geo>).
- t) GEOPAK Downloads (includes criteria files).
- u) CADD Policy.
- v) Design Drafting Cell Libraries.
- w) NDOR Design Process Outline DPO).
- x) Nebraska Highway Reference Log Book 2008 (<http://www.transportation.nebraska.gov/docs/logbook.pdf>).
- y) Roadway Standards Plans/Standard Special Plans
- z) Nebraska Topography Labeling Application (mdl application for use with Geopak).
- aa) Nebraska Minimum Design Standards – 2008 – Counties Municipalities, State, (<http://www.transportation.nebraska.gov/gov-aff/pdfs-docs/MinDesStds.pdf>).
- ab) NDOR Policy for Accommodating Utilities on State Highway Rights-of-Way.
- ac) Right of Way Design AQ/QC checklist.

b. Applicable Publications

The Consultant shall follow the criteria of the current versions of the following publications.

1. Evidencing Nebraska Land Titles (Nebraska Land Title Association)
2. Right of Way Design Consultant Manual (<http://www.transportation.nebraska.gov/roway/pdfs/des-consult/row-des-cons-man.pdf>).
3. Right of Way Manual (<http://www.transportation.nebraska.gov/roway/doc-pub.htm#rowmanual>).
4. Access Control Policy to the State Highway System (<http://www.transportation.nebraska.gov/roway/pdfs/accesscontrol.pdf>).
5. Nebraska Minimum Design Standards – 2008 – Counties, municipalities, State, (<http://www.transportation.nebraska.gov/gov-aff/pdfs-docs/mindesstds.pdf>).
6. Roadway Design Manual, 2006. (<http://www.transporation.nebraska.gov/rowadway-design/pdfs/rwydesignman.pdf>).
7. NDOR Policy for Accommodating Utilities on State Highway Right-of-Way.
8. NDOR Publication "So You Want Access to the Highway."
9. Federal Highway Administration 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federally Assisted Programs.

c. Format of Project Plans

The Consultant shall submit all Right-of-Way plans as half-size plans plotted at the appropriate scale. They must measure the standard 11"x17" paper that is used in any normal Xerox machine. The margins must measure as follows: left margin must be approx. 1 inch, right margin must be approx. 5/16 inch, and the top and bottom margins must be approx. 3/8 inch. The border used must be the one supplied with the ROW cell file. It measures approximately 15 5/8 inches x 10 3/8 inches when plotted at 1" = 200' scale. The scale of the R.O.W. plan sheets will match the scale of the roadway plan sheets.

Any materials submitted to the State by the Consultant must be on or equivalent to white bond.

Any material which does not produce an acceptable reproduction will be returned to the Consultant for rectification.

The Consultant shall follow the State's "CADD Drafting procedures and guidelines" in preparing the project plans.

Sheets must be set up according to the State's procedures.

File names must follow the State's CADD naming convention.

Line weights, line styles, text size and leveling must follow the State's guidelines.

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

Graphic elements must be placed in accordance with the State MicroStation Right-of-Way element attributes standards (erow.ma).

Working units must be:

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

File names must use State CADD naming convention.

d. Data Transfer

It shall be the Consultant's responsibility to obtain the necessary software to translate to and from the specified format for all electronic files supplied by the State and for all electronic files prepared by the Consultant and supplied to the LPA/State.

The State and the Consultant shall transfer all Graphic files in a 2D MicroStation V8 format. A data sheet must accompany all electronic file submittals listing the file names and detailing the method of placement so the State will know how to restore the data in our system.

All computer files shall be provided on compact disk (CD) or ftp site unless otherwise specified.

e. Right of Way Cost Estimate

The Consultant is to prepare a Right of Way Cost Estimate, if applicable; the following items are required in the estimate:

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

This is the cost to research and acquire right-of-way for the project, including easements. Include right-of-way costs for storm water management, wetland mitigation, and other work outside of the roadway prism. This includes the contractual obligations with property owners to relocate fencing, reconstruct gates, reconstruct road approaches, etc., if not included in the engineer's estimates. This includes the cost of any required relocation of residents and businesses, as well as the administration costs of right-of-way activities. These administrative costs are typically understated; labor costs for environmental assessments, title research, appraisals or updated appraisals, lengthy negotiations and closings, as well as the hiring and managing of right-of-way Consultants.

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

f. Title Search

The City of Lincoln shall research records of ownership. The consultant shall record on NDOR Certificate of Title report form, or other state-supplied or approved form. The following information should be noted:

- a. The current owner's current mailing address and telephone numbers.
- b. Current ownership
- c. If an estate-name heirs, share of each and name spouses.
- d. Include active encumbrances (Mortgage, Deeds of Trust, etc.) and any reassignments of unreleased mortgages.
- e. List of five year chain of ownership documents.
- f. Include other liens, agreements, conditions, limitations, restrictions, or covenants affecting title.
- g. Include easements such as water, sewer, ingress/egress, irrigation, or anything that might influence the project or right-of-way design, except utilities (power, gas, telephone and telegraph).
- h. Include leases still in effect.
- i. Transcribe legal on approved form or use generic legal description.
- j. Comments.

Provide copies of all supporting documentation (deeds, easements, etc.)

Provide copies of all subdivision plats and surveys of irregular tracts and County Cadastral Maps and tax lots with metes and bounds field notes.

Do not need State highway deeds.

g. Ownership

The Consultant shall place the right of way survey on the topographic survey, adding the section lines, 1/4 section lines, subdivision lots, block, and names, etc., section-township-range, etc.

The Consultant shall check all previous right of way plans against existing right of way deeds to verify ownership and place on plans. Station and offset all Right of Way break points including section lines and 1/4 section lines (show in small text size). All Existing right of way, controlled access and permanent easements shown on the plans must be supported by deed. If no deed is provided by the LPA, the Consultant shall inform the LPA of any missing deeds. A supplement to this agreement is needed for any out of scope work. The Consultant is not to attempt to locate any missing deeds until the agreement is supplemented and notice to proceed is given by the NDOR Local Project Coordinator, any out of scope work performed by the Consultant prior to the notice to proceed is non-compensable. All existing Permanent Easements with their usage descriptions and project number must also be shown on the plans.

The Consultant shall provide a listing of all existing Access Control Breaks, if applicable (the list should include the station where the break is located, the type of drive that exists, and the project number the access break was granted on.

The Consultant shall place the current ownership names and locations with the property lines labeled on the plans. The Consultant shall assume 5 ownerships.

The ROW plans will show existing right of way, easements control of access, property lines, section lines, lot-lines, subdivisions, ownership information, topography, etc.

Review and attach ROW Survey

The Consultant is to review the ROW survey files for coverage, points referenced in deeds, lot corners which are needed for accuracy, and completeness. Clean up survey files to include removing extraneous information, label survey features as needed, format line attributes (weights, levels, colors), format text attributes (weights, levels, colors, heights, fonts), label section-township-ranges, etc. Attach survey files to ROW design file.

Check, input, and label, previous ROW

Establish boundaries of existing public ROW and easements. Hatch and/or label existing ROW and easements. Generate coordinate geometry points from previous ROW and easements.

Check, input, and label, existing property boundaries.

Establish boundaries of existing property and easements affected by the project, but not currently held as public ROW. Show lot lines. Label property lines. Label and/or hatch easements. Generate coordinate geometry points for existing property boundaries.

Check, input, and label, previous control of access.

Show existing control of access and control of access breaks on the plans. Label existing control of access breaks to include the station, side of road, width, type, and any restrictions. Generate coordinate geometry points for previous control of access and control of access breaks. All existing Controlled Access and existing access breaks with their classifications (i.e. Type 'A', Type 'B', Restricted, Unrestricted, etc.) as well as a drive built without a break (these should be labeled as an Illegal Access) must be shown and labeled on the plans.

Label Ownership's on plans

Place ownership information on the plans. Information includes name(s) of owner(s), how property held (joint tenants, husband and wife, tenants in common, etc.), property description (section-township-range, lot and block, subdivision, etc), and any other information as necessary.

Label Station and Offsets for Existing ROW Break Points

Work effort is to label all existing ROW, easements, control of access, and control of access break points with station and offsets. Station and offsets will also be placed at points where the existing ROW, easements, or control of access lines intersect with property lines, lot-lines, section lines, quarter section lines, etc. The ends of all existing ROW, easements, and control of access lines will also be labeled.

Create Situation Plan Sheet

Create plan sheet that identifies the location and boundaries of both the project, and the individual tracts within the project. Plan sheet should show a map of the area encompassing the project with the boundaries of the project clearly identified on it. In order to orientate the user the map should be of sufficient size, scale, and coverage so that landmarks such as streets, highways, towns, named waterways, or other such items can readily identified. Property lines for each tract affected by the project should be shown on the plan sheet so the extent of each tract, as well as their approximate location within the project, can be easily identified. Each tract should be labeled with their corresponding tract number.

Create CA Scroll and Listing of Existing Access Control Breaks

For projects with existing control of access in place, or if new control of access will be acquired, a scroll shall be prepared to aid the NDOR in determining where new control of access and control of access breaks will be located. The scroll will be at the same scale as the full size plans, and will contain all information required on the ownership plans with the addition of an air photo (C.A). For projects with any existing access control within the boundaries of the project, a list summarizing all existing breaks shall also be prepared. The list shall be in tabular format and should list the station, side of road (L/Rt.), width, type, and any restrictions for each break. The list shall be prepared from information contained in the deeds. The break information shall be compared to what is

shown on the existing ROW plans, and any discrepancies between the ROW plans and deeds shall be noted on the list. The List and scroll shall be sent in with the ownership plans.

Right of way plans and electronic files.

Information shown on the ROW plan sheets include a ROW sheet border, project number, project name, control number, scale bar, north arrow, city or town name, ROW survey, ROW survey labels, topography, proposed alignment, existing public ROW, existing public ROW patterning, station and offsets of existing ROW break points.

Existing control of access, existing control of access breaks, existing control of access break notes, existing easements of record (except utility easements),

Property lines, lot-lines, lot numbers, block numbers, subdivision names, out lots, ownership information, street names, utility station and offsets, city boundaries, state lines, county lines, section-township-range. An air photo can also be shown. A title sheet shall also be prepared. Submit half size paper plan. Submit all electronic ROW files including CADD, GEOPAK, and reference on CD or via ftp site.

Plan revisions or adjustments

Revise and/or update right of way plans due to recent property transactions, ownership changes, or project boundary changes. Update plan sheets as needed to reflect most current design files (topography, alignment, survey, etc). Also included changes to Ownership plans due to information obtained during plan-in-hand field inspections, public information meetings, or public hearings.

QA/QC

Perform quality control/quality assurance checks to ensure plans and CADD files are complete, accurate, readable, and follows all plan requirements. Fill out and submit QA/QC checklist.

h. Design

The Consultant shall label all streets and highways on the plans.

The Consultant shall prepare a title sheet (R-1) with centerline, property lines, section lines, 1/4 section lines, lots, blocks, etc., displayed.

The Consultant shall place the limits of construction (L.O.C.'s) and new design (pavement, sidewalks, sewers, drives, culverts, dikes, retaining walls, alignment geometrics, etc.) on the plans.

The Consultant will determine the easements (temporary and permanent) and right-of-way needed for construction and maintenance of the roadway. Temporary construction easements will be acquired in cut and fill areas outside the proposed right-of-way acquisition if applicable.

The Consultant shall prepare legal descriptions (distances and deflections, no bearings or azimuths) for all R.O.W. takings, controlled access, permanent easements, and temporary easements.

The Consultant shall place all R.O.W. break points on the plans by station and offset distance from the project design centerline to be used. This must include but is not limited to all points of new R.O.W., existing R.O.W., points of intersection with all section lines, 1/4 section lines, and property lines, and new P.E., T.E., C.A. and R.O.W. break points. Computed stations and offsets must be to nearest 0.01 foot. All text must be legible and not overlapping other text or topography.

All Permanent and Temporary Easement areas must be labeled separately and include their respective purposes on the plans, i.e., TE1, PE1. If more than one easement description occurs per tract, a consecutive number will be given, i.e., TE2, PE2. The areas are to be shown compiled on the R-2 sheet.

The Consultant shall prepare a summary of areas sheet, identified as the R-2 sheet. The R-2 sheet must display areas of all takings

After the final right-of-way design is complete, the Consultant shall provide two copies of the R.O.W. Design plans.

For the purpose of reviewing the plans, it is helpful (but not required) to have the limits of construction offsets shown on the plans. These will be removed or the level shut off for the final PS&E plan submittal. Limits of construction will be shown for the new right of way and easements (temporary and permanent).

The plans must include the following:

- (a) One set of plans (as described in project plans format).
- (b) The legal descriptions. The Consultant shall provide the descriptions to the State in ASCII format.

(c) The Title Research performed by the Consultant with Tract Numbers labeled as "Tract Number" or "Not Needed" along the bottom of the form provided by the State.

(d) Titles must be organized from the beginning of the project to the end of the project in numerical order.

After the review meeting, the Consultant shall:

- (a) Make all the necessary Revisions, Corrections, etc.
- (b) Submit plan and legal description(s) for early acquisition(s), if required, by the scheduled date.
- (c) Provide an updated title sheet (R-1) with tract numbers added.

The Consultant shall compute and record the area computations for:

- (a) Existing R.O.W.
- (b) New R.O.W.
- (c) Temporary easements.
- (d) Permanent easements.
- (e) Other (wetlands, railroad easements, etc.)

Note: Compute urban areas in square feet and rural areas in acres. Calculate to nearest 0.01.

Each time a revision is made after submittal of the right of way plans, the date of the revision will be shown in the lower right corner of the revised sheet(s) by using the revision stamp included in the cell library. Each time a revision to the plans are made, the Consultant shall submit updated versions of all affected CADD files to the LPA on CD or via electronic mail.

i. Appraisals

The right of way plans are used to appraise the takings, the plans need to show the proposed construction elements the amount and type of ROW, easements, control of access, and control of access breaks that are needed to construct operate and maintain the facility without being excessive. The plans provide the basis for establishing an opinion of value for each parcel during the appraisal process. Construction elements include items such as limits of construction (LOC's), grading limits, pavement edges, sewers, drives, culverts, dikes, retaining walls, bridges, guardrail, wetland mitigation sites, construction staging areas, temporary roads, erosion control, etc. Any additional ROW and/or easements needed to accommodate these construction elements, as well as any new control of access or control of access breaks, are also shown on the plans.

The plans begins with the development of preliminary ROW review plans by using information contained in the roadway design files (alignment, feature, loc, etc.) to establish the boundaries of the new ROW needs. These ROW plans show the newly designed ROW and easements, which will be used to geographically describe and measure the new takings through the creation of a legal description. Early acquisitions on individual parcels will receive priority during the appraisal plan process in order to accommodate special project needs.

Design of new ROW and Easements

Included with this effort is the creation of the ROW design for all tracts other than early acquisition parcels. Work involves referencing the construction elements contained in the design files (alignment, feature, loc, etc.) to the ownerships, and then designing the ROW and easements to accommodate the project in accordance with established general guidelines. Construction elements include items such as limits of construction (LOC's), grading limits, pavement edges, sewers, drives, culverts, dikes, retaining walls, bridges, guardrail, wetland mitigation sites, construction staging areas, temporary roads, erosion control, etc. Also included in this task is the effort required to generate the coordinate geometry points for the new ROW and easements for all tracts other than the early acquisition parcel(s). This task also includes the effort needed to compute areas of existing ROW, new ROW, permanent easements, temporary easements, and other special easements for use by the NDOR to develop the ROW cost estimate.

Design Access Control

Work effort includes designing new control of access and new control of access breaks in accordance with NDOR's control of access policy, or as directed by the NDOR. New control of access and control of access breaks will be shown on the ROW Plans. Also included in this task is the effort required to generate the coordinate geometry points for the new control of access and control of access breaks on all tracts other than the early acquisition parcel(s).

Add notes to ROW plans

This task involves placing notes on the ROW plans. Notes include items such as construction, build, do not disturb, control of access, control of access breaks, driveway, bridge, culvert, alignments, associated alignment data, etc.

Adjust New ROW Design After Review Meeting

This task identifies the effort to make the changes and adjustments identified in the Design Review meeting to the ROW design CADD file. Included with this effort are any revisions to be made to the coordinate geometry points to reflect these changes.

Label Station and Offsets for New ROW Break Points on Plans

Work effort is to label all new ROW, easements, control of access, and control of access break points with station and offsets. Station and offsets will also be placed at points where the new ROW, easements, or control of access lines intersect with property lines, lot-lines, section lines, quarter section lines, etc. The ends of all new ROW, easements, and control of access lines will also be labeled.

Prepare legal descriptions and/or plats

This task includes the effort required to prepare legal descriptions (distances and deflections) to geographically describe all ROW acquisitions, control of access, control of access breaks, permanent easements, temporary easements, and railroad easements for each acquisition parcels. The legal description will include the caption (sometimes called the preamble), the body (metes and bounds, etc), exceptions (mineral rights, etc.) and any reservations or reversions necessary for the preparation of the instrument of conveyance. The coordinate geometry database should be used for this task. The legal descriptions will be delivered in an ASCII text file (.txt) format.

ROW Design Computations and staking report

The effort for this task includes creating the chains and parcels using a coordinate geometry database, and calculating the areas of existing ROW, new ROW, permanent easements, and temporary easements. Work also includes creating and submitting the ROW staking report for all permanent easements, temporary easements, control of access, and control of access breaks. Hard copy and electronic copy will be delivered.

Update Sheets with Tract Numbers and Labels

This task identifies the effort required to update the plan sheets with tract numbers for each parcel. Work also includes labeling each acquisition within each parcel with a note identifying the type of acquisition (New ROW acquisitions: ROW1, ROW2, etc. Control of Access acquisitions: CA1, CA2, etc. Permanent Easement acquisitions: PE1, PE2, etc. Temporary Easement acquisitions: TE1, TE2, etc.)

Create Summary of Areas Sheet (2 Sheet)

This task involves placing tract numbers, ownership information, page reference numbers, and the computed areas of all acquisitions for each tract on the #2 sheet.

Prepare, plot, and submit plans, legal descriptions and electronic files.

This task includes the effort to prepare, plot, and submit Plans in accordance with NDOR policy for plan submittal. Work is to prepare, plot, and submit individual ROW plan sheets to include early acquisition plans, preliminary ROW plans, and summary of areas sheet (2 Sheet). Plan sheets will be submitted on half size paper plan. Submit all electronic ROW files including CADD, GEOPAK, reference, staking report, and legal descriptions on CD.

Appraisal Plan Revisions

This task includes making changes to the plans as a result of the appraisal process. Changes include revising and submitting the ROW plan sheets, legal descriptions, row areas, CADD files, 2 sheet, computations, and staking report. These changes are needed to enable ROW appraisals to be completed.

QA/QC

Perform quality control/quality assurance checks to ensure plans, legal description, and CADD files are complete, accurate, readable, and follows all requirements. Fill out and submit QA/QC checklist.

j. Negotiations

Negotiations occur after the right of way appraisals are complete. The ROW plans are used by the negotiators, to explain the offers to acquire ROW to the landowners. Condemnation plats and legal descriptions will also be developed as they are requested from the LPA.

Each time there is a revision to the plans as a result of the negotiations, the date of the revision will be shown in the lower right corner of the revised sheet(s). When submitting

the plans, the Consultant shall include an electronic transmittal sheet listing all revisions made to the plans and/or legal descriptions and provide red lined plan sheets.

Prepare, plot, and submit Negotiation plans, legal descriptions and electronic files.

This task includes the effort to prepare, plot, and submit Negotiation Plans in accordance with NDOR policy for Negotiation Plan submittal when notified by the NDOR that the negotiation process is ready to commence. Negotiation plans are prepared by changing the ROW plan stamp from "Appraisal Plans" to "Negotiation Plans". Submit all electronic ROW files including CADD, GEOPAK, reference, staking report, and legal descriptions on CD or via ftp site.

Negotiation plan revisions or adjustments

This task includes the ROW design revisions or changes as a result of the ROW negotiations. Changes include revising the ROW plan sheets, legal descriptions, ROW areas, CADD files, 2 sheet, and staking reports. These changes are needed to enable ROW negotiations to be completed.

<http://www.nebraskatransportation.org/roway/pdfs/lpa/Attachments/ap-22.pdf>

Prepare Condemnation Plats/Descriptions

This task outlines the effort involved in preparing and submitting condemnation plats and legal descriptions for specific tracts when requested by the Department of Roads. The plat is a unique plan sheet that shows the condemned tract along with the metes and bounds reflected in the legal description. A reduced drawing of the section(s) and how the tract in question is situated in that section is also included as part of the plat. Emphasis should be made to keep the plats to a manageable size yet easily readable. A CADD file of the condemnation plat and an electronic version of the legal descriptions will also be submitted as part of this task.

QA/QC

Perform quality control/quality assurance checks to ensure plans and CADD files are complete, accurate, readable, and follows all plan requirements. Fill out and submit QA/QC checklist.

k. Condemnations

If needed, the Consultant will prepare right-of-way condemnation plats including legal descriptions as requested by the RC within ten working days of the request. No condemnation hearings are anticipated with this project.

l. Final Plans

The Final Plans are requested by NDOR for archiving after the project has been completed (designed, appraised, acquired, and construction has been completed).

Calculate and draft metes and bounds on plans

This task includes the effort to place the metes and bounds from the legal descriptions for all acquisitions, except temporary easements, on the PS&E plans. Temporary easement areas will not be displayed on the plans. All CADD files will be submitted on CD.

Plot and submit Final plans and electronic files.

This task includes preparing, plotting, and submitting half size final ROW plans in accordance with NDOR policy for PS&E submittal. All information contained in the PS&E plans will be shown except for temporary easements. Metes and bounds for all ROW, permanent easements, control of access, and control of access breaks will be shown. Plans do not need to be stamped or signed by a Professional Civil Engineer or a Registered Land Surveyor. Submit all electronic ROW files including CADD, GEOPAK, reference, staking report, and legal descriptions on CD.

QA/QC for tasks F1 through F2

Perform quality control/quality assurance checks to ensure plans and CADD files are complete, accurate, readable, and follows all plan requirements. Fill out and submit QA/QC checklist.

m. PS&E Plans

The Consultant, upon request, shall submit a set of full sized PS&E right of way plans and a set of half sized PS&E right of way signed or unsigned plans. These plan sets shall consist of all Plan sheets, omitting the title sheet and any summary of areas sheet(s) the following changes made:

The construction notes will be removed from the plan sheets by shutting off the level(s) in which they are placed. "Do Not Disturb", Cattle Pass, and Control of Access Break notes to remain on the plans.

The Consultant shall stamp, sign, and date PS&E right of way plans. The seal of the Consultant should be a rubber stamp facsimile or CADD generated that is then signed and dated by the professional civil engineer or registered land surveyor registered in Nebraska.

The Consultant shall also submit a right of way staking listing with the PS&E right of way plans. The listing must provide station offsets to the design centerline and coordinates at all right of way break points, P.E. and T.E. points and control points. The listing should be every 100 feet or even stations.

The Consultant shall submit all PS&E right of way plan CADD files, on CD, to the LPA at the time of PS&E right of way plans submittal.

Half size plans do require stamping, but no signature.

The Consultant shall submit a right of way design PS&E Checklist, marking each relevant plan check items.

NEPA Categorical Exclusion and Preliminary/Final Engineering Consultant Estimate of Hours

Project Name: 10th & Salt Creek Bridge
Project Number: State Project No. LCLC-5215(3), City of Lincoln Project No. 540027
Control Number: 13233
Location (City, County): Lincoln, Lancaster County, Nebraska
Firm Name: Speece Lewis Engineers, Inc.
Consultant Project Manager: Chris Lane, PE
Phone/Email: 402-493-5466, clane@speecelewis.com
LPA Responsible Charge: Kristen Humphrey, PE
Phone/Email: 402-441-7711, khumphrey@lincoln.ne.gov
NDOR Project Coordinator: Raitis Tigeris
Phone/Email: 402-479-3843, raitis.tigeris@nebraska.gov
Date:



TASKS	PERSONNEL CLASSIFICATIONS**											Total
	PR	PM	SENG	ENG	BIO	SDES	ADM	LS	SPC	SCM	SIM	
For Engineering Services:												
1. Categorical Exclusion Document and Resource Reviews												
1.1 Resource Review												
1.2 SHPO Letter												
1.3 Section 4(f) / 6(f) Evaluation												
1.4 Air Quality Impact Analysis												
1.5 Noise Study												
1.6 Wetland Delineation												
1.6.1 Review Existing Resources / Databases												
1.6.2 Field Survey												
1.6.3 Documentation of Findings												
1.6.4 Mitigation Site Suitability Memorandum												
1.6.5 404 Permit Application												
1.6.6 Agency Coordination												
1.7 Floodplains, Streams, and Rivers												
1.8 Threatened and Endangered Species Review												
1.9 Environmental Justice												
1.10 Farmland												
1.11 Hazardous Materials Review and Memo												
1.12 Documentation and Revisions												
1.13 Army Corps Engineers 408 Permit Coordination		4		8		8						20
2. Topographic Survey												
2.1 Topographical Survey		4							40	40	40	124
2.2 Base Map Preparation					24							24
2.3 Horizontal Control									2	2	2	6
2.4 Vertical Control									2	2	2	6
2.5 Locate Section Corners								2				2
2.6 Bench Level Run									1	1	1	3
2.7 Utility Locates/meetings/survey									8	8	8	24
2.8 Hydraulic Survey									10	10	10	30
2.9 Property Corner/Deed Search								10				10
2.10 Pick Up Survey (Assumed 3-10 hr days)									30	30	30	90
2.11 Mailing Flyers									4			4
2.12 Set Property Corners for Indian Center (west property line only)					4				6	6		16
2.13 Verify ROW/Easements with LPSNRD/Parks and Rec etc				2					6	6		14
3. Preliminary/Final Engineering												
3.1 Data Collection and Review				2		6						8
3.2 Note Reduction/Preliminary Plotting						8						8
3.3 Traffic Analysis		2	4									6
3.4 Roadway Horizontal Alignment			16	4		8						28
3.5 Roadway Vertical Alignment			16	4		8						28
3.6 Template Roadway Cross-Sections				16		12						28
3.7 Earthwork			12	6		6						24
3.8 Roadway Geometric Design (includes bike path)			32	24		36						92
3.9 Drainage Design												
3.9.1 Compute area size and Q.			6	4								10
3.9.2 Determine allowable H.W.				2								2
3.9.3 Size culvert and compute H.W.			2	2		4						8
3.9.4 Using design cross sections, determine length of culvert.			2	4		8						14
3.9.5 For each culvert, show the Station, D.A., Q, H.W., and Size			2	2		4						8

Consultant Independent Cost Estimate
Estimate of Hours

NEPA Categorical Exclusion and Preliminary/Final Engineering Consultant Estimate of Hours

Project Name: 10th & Salt Creek Bridge
Project Number: State Project No. LCLC-5215(3), City of Lincoln Project No. 540027
Control Number: 13233
Location (City, County): Lincoln, Lancaster County, Nebraska
Firm Name: Speece Lewis Engineers, Inc.
Consultant Project Manager: Chris Lane, PE
Phone/Email: 402-483-5466, clane@speecelewis.com
LPA Responsible Charge: Kristen Humphrey, PE
Phone/Email: 402-441-7711, khumphrey@lincoln.ne.gov
NDOR Project Coordinator: Raitis Tigeris
Phone/Email: 402-479-3643, raitis.tigeris@nebraska.gov
Date:



TASKS	PERSONNEL CLASSIFICATIONS**											Total	
	PR	PM	SENG	ENG	BIO	SOES	ADM	LS	SPC	SCM	SIM		
For Engineering Services:													
3.10 Storm Sewer Design				16	12	12							40
3.11 Street Lighting Design		2	4			4							10
3.12 Construction and Removal				24	24								48
3.13 Limits of Construction				8	4								12
3.14 Utility Coordination / Verification		3		16	8								27
3.15 Construction Phasing			12	6	6								24
3.16 Aerial / Wetland Plan			4	4	2								10
3.17 Quantities/Estimates		12	24	32									68
3.18 Typical Sections			4	2	2								8
3.19 Plan-In-Hand Meeting/Report		6	6	6		12	4						34
3.20 Right-of-Way Design													
3.20.1 Existing Right-of-Way base			8	6	8								22
3.20.2 Proposed Right-of-Way			8	6	2								16
3.20.3 Right-of-Way Strip Map													
3.20.4 Right-of-Way Tract Drawings & Legal Descriptions			8	6	6								20
3.20.5 Stake Right of Way									8	8			16
3.21 Structural/Inspection/Bridge Design													
3.21.1 Bridge Inspection			8	8									16
3.21.2 Report/Cost Estimate			16	8	8								32
3.21.3 Loadrating evaluation based on new template			16	8									24
3.21.4 Repair Plans for "temp/perm" fix			6	4	16								26
3.21.5 Bid Documents			32	16									48
3.21.6 Pier Layout Design			6	2									8
3.21.7 Pier Type Prelim. Design			6	4									10
3.21.8 Beam Layout/Depth Prelim Design/Optimization			40	32									72
3.21.9 Foundation Study/Prelim Design			6	4									10
3.21.10 Bridge Design and Plan Preparation			8	4	12								24
3.21.11 Prepare Design Report			16	6	2								24
3.21.12 Investigate Bird Detering System			18	12	24								54
3.21.13 Preliminary TS&L Sheets			10	6	8								24
3.21.14 Preliminary Data Sheets													
3.22 Concrete Girder Alternative - Final Design													
3.22.1 Slab Design			8	4	8								20
3.22.2 Beam Design			16	8	8								32
3.22.3 Bearing Design			6	2	6								14
3.22.4 Pier Design			24	16	12								52
3.22.5 Abutment Design			24	16	12								52
3.22.6 Reinforcing Detailing			32	24	12								68
3.22.7 Quantities			32	32	6								70
3.22.8 General Notes			12	6	8								26
3.22.9 General Plan & Elevation			12	8	12								32
3.22.10 Geology Plan & Elevation			12	8	12								32
3.22.11 Foundation/Pile Layout Plans			12	8	8								28
3.22.12 Pier Plans			12	6	8								26
3.22.13 Abutment Plans			12	6	8								26
3.22.14 Beam Framing Plans			8	4	6								18
3.22.15 Beam Details			8	8	6								24
3.22.16 Cross Sections			12	8	8								28
3.22.17 Bearing and Expansion Joint Plans			8	4	8								20
3.22.18 Slab Plans			12	6	8								26
3.22.19 Approach Slab Plans			12	6	10								28
3.22.20 Barrier Rail Plans			8	4	8								20
3.22.21 Bridge Drainage Details			12	8	12								32
3.22.22 Special Details for Aesthetic Enhancements			16	8	24								46
3.22.23 Special Details for Bird-Detering System													
3.22.24 Load rating			24	12									36
3.22.25 Evaluation/Design for Future Widening to the West			36	24	16								76
3.23 Lighting			16	8	6								30
3.24 Retaining Wall			24	12	18								52
3.25 Bidding Phase													
3.25.1 Attend Pre-Bid Meeting			8										8
3.25.2 Answer Design Questions													
3.25.3 Prepare Addenda (2)		2	8	8	12	1							31
3.26 Construction Phase													
3.26.1 Attend Pre-Construction Meeting		4	4	4									12
3.26.2 Review Shop Drawings		2		60		40	8						110
3.26.3 Prepare Change Orders													
3.26.4 Prepare Plan Revisions (2)		6	24		32								62
3.26.5 Answer Design Questions		40	40										80

NEPA Categorical Exclusion and Preliminary/Final Engineering Labor Rates

Project Name: 10th & Salt Creek Bridge
Project Number: State Project No. LCLC-5215(3), City of Lincoln Project No. 5400
Control Number: 13233
Location (City, County): Lincoln, Lancaster County, Nebraska
Firm Name: Speece Lewis Engineers, Inc.
Consultant Project Manager: Chris Lane, PE
Phone/Email: 402-483-5466, clane@speecelewis.com
LPA Responsible Charge: Kristen Humphrey, PE
Phone/Email: 402-441-7711, khumphrey@lincoln.ne.gov
NDOR Project Coordinator: Raitis Tigeris
Phone/Email: 402-479-3843, raitis.tigeris@nebraska.gov
Date: _____



Code	Classification Title	Hours	Blended Rate	Amount
PR	Principal	14	\$55.00	\$770.00
PM	Project Manager	621	\$55.00	\$34,165.00
SENG	Senior Engineer	1132	\$35.83	\$40,559.56
ENG	Engineer	806	\$32.10	\$25,872.60
BIO	Biologist			
SDES	Senior Designer/Technician	706	\$21.13	\$14,817.78
ADM	Administration	29	\$17.47	\$506.63
LS	Licensed Land Surveyor	24	\$48.00	\$1,152.00
SPC	Survey Party Chief	137	\$22.65	\$3,103.05
SCM	Survey Crew Member	117	\$21.20	\$2,480.40
SIM	Survey Instrument Member	93	\$22.40	\$2,083.20
TOTALS		3879		\$126,800.22

Overhead Rate: 139.47% Fixed Fee: 12.90%

CLASSIFICATIONS:
 PR = Principal ENG = Engineer SPC = Survey Party Chief
 PM = Project Manager BIO = Biologist SCM = Survey Crew Member
 SENG = Senior Engineer SDES = Senior Designer/Technician SIM = Survey Instrument Mem
 LS = Licensed Land Surveyor ADM = Administration

Blended Rates Worksheet

STAFFING PLAN				
EMPLOYEE NAME	CLASSIFICATION ¹	SALARY RATE	% ASSIGNED ²	
Principal				
Chris Lane	Principal	\$55.00	95.0%	
Tim Farmer	Principal	\$55.00	5.0%	
		Blended Rate:	\$55.00	
Project Manager				
Chris Lane	Project Manager	\$55.00	100.0%	
		Blended Rate:	\$55.00	
Senior Engineer				
Ralph Hansen	Senior Engineer	\$35.50	70.0%	
Larry Lewis	Senior Engineer	\$39.50	5.0%	
John Dolson	Senior Engineer	\$36.00	25.0%	
		Blended Rate:	\$35.83	
Engineer				
Mark Schultz	Engineer	\$33.00	50.0%	
Kirk VanRoekel	Engineer	\$33.00	5.0%	
Rob Nickeson	Engineer	\$31.00	45.0%	
		Blended Rate:	\$32.10	
Biologist				
		Blended Rate:		
Senior Designer/Technician				
Matt Maly	Senior Designer/Technician	\$21.50	50.0%	
Skyler Fossberg	Senior Designer/Technician	\$21.50	25.0%	
Chris Fielder	Senior Designer/Technician	\$20.00	25.0%	
		Blended Rate:	\$21.13	
Administration				
Margie Haney	Administration	\$18.25	80.0%	
Lea Meir	Administration	\$14.35	20.0%	
		Blended Rate:	\$17.47	
Licensed Land Surveyor				
Tom Cattlett	Licensed Land Surveyor	\$48.00	100.0%	
		Blended Rate:	\$48.00	
Survey Party Chief				
Don Bosak	Survey Party Chief	\$22.75	80.0%	
Tom Bosak	Survey Party Chief	\$22.25	20.0%	
		Blended Rate:	\$22.65	
Survey Crew Member				
Chad Vandegriend	Survey Crew Member	\$20.00	50.0%	
Brian Dorsey	Survey Crew Member	\$22.40	50.0%	
		Blended Rate:	\$21.20	
Survey Instrument Member				
Monte Hobelman	Survey Instrument Member	\$22.40	50.0%	
Doug Sindlar	Survey Instrument Member	\$22.40	50.0%	
		Blended Rate:	\$22.40	

¹ Input actual employee classification as designated by firm.

² Total of "% Assigned" must equal 100% for each personnel classification category. If one person in classification, list them as 100% for "% Assigned".

NEPA Categorical Exclusion and Preliminary/Final Engineering Direct Expenses

Project Name: 10th & Salt Creek Bridge
Project Number: State Project No. LCLC-5215(3), City of Lincoln Project No. 540027
Control Number: 13233
Location (City, County): Lincoln, Lancaster County, Nebraska
Firm Name: Speece Lewis Engineers, Inc.
Consultant Project Manager: Chris Lane, PE
Phone/Email: 402-483-5466, clane@speecelewis.com
LPA Responsible Charge: Kristen Humphrey, PE
Phone/Email: 402-441-7711, khumphrey@lincoln.ne.gov
NDOR Project Coordinator: Raitis Tigeris
Phone/Email: 402-479-3843, raitis.tigeris@nebraska.gov
Date:



Subconsultants:			
	Quantity	Unit Cost	Amount
Terracon Consultants	1	\$15,041.13	\$15,041.13
Midwest Right of Way Services	1	\$2,026.49	\$2,026.49
Items	1	\$45,352.83	\$45,352.83
FHU	1	\$79,356.64	\$79,356.64
Subtotal			\$141,777.09

Printing and Reproduction:			
	Quantity	Unit Cost	Amount
11x17 prints	500	\$0.10	\$50.00
24x36 plots	100	\$5.00	\$500.00
Large Color plots for public information meetings (2)	6	\$75.00	\$450.00
Black and White Copies	800	\$0.08	\$64.00
Color Copies	400	\$0.20	\$80.00
Subtotal			\$1,144.00

Mileage/Travel:			
	Quantity	Unit Cost	Amount
Meetings (38)	500	\$0.57	\$285.00
Site Visits	100	\$0.57	\$57.00
Subtotal			\$342.00

Lodging/Meals:			
	Quantity	Unit Cost	Amount
Subtotal			

Other Miscellaneous Costs:			
	Quantity	Unit Cost	Amount
Subtotal			
TOTAL DIRECT EXPENSES			\$143,263.09

2011 Standard Rates*		
Type	Rate	
Company Automobile	Prevailing standard rate as established by the IRS, currently \$0.51 /mi	
Survey Vehicle	Prevailing standard rate as established by the IRS, currently \$0.535 /mi	
Black and White Copies	Actual reasonable cost	
Color Copies	Actual reasonable cost	
Miscellaneous Postage, Mailing, Deliveries Etc.	Actual reasonable cost	
Equipment	Actual reasonable cost	
Privately Owned Vehicle	Actual reimbursement amount to employee, not to exceed rates 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 & fees), not to exceed federal GSA reimbursement guidelines, not to exceed \$77 per person daily statewide; not to exceed \$104 in Omaha/Douglas County.	
Meals	Actual cost, not to exceed federal GSA reimbursement guidelines, currently:	
	Statewide	Omaha/Douglas County
Breakfast	\$7.00	\$10.00
Lunch	\$11.00	\$15.00
Dinner	\$23.00	\$31.00
Incidentals	\$5.00	\$5.00
Totals	\$46.00	\$61.00

* A full list of rates can be found at the following website: www.gsa.gov/perdiem

NEPA Categorical Exclusion and Preliminary/Final Engineering Cost by Task

Project Name: 10th & Salt Creek Bridge
Project Number: State Project No. LCLC-5215(3), City of Lincoln Project No. 540027
Control Number: 13233
Location (City, County): Lincoln, Lancaster County, Nebraska
Firm Name: Speece Lewis Engineers, Inc.
Consultant Project Manager: Chris Lane, PE
Phone/Email: 402-483-5466, clane@speecelewis.com
LPA Responsible Charge: Kristen Humphrey, PE
Phone/Email: 402-441-7711, khumphrey@lincoln.ne.gov
NDOR Project Coordinator: Raitis Tigris
Phone/Email: 402-479-3843, raitis.tigris@nebraska.gov
Date: _____



Tasks	Total Hours	Direct Labor Cost	Overhead 139.47%	Fixed Fee 12.90%	Total Project Cost
For Engineering Services:					
1. Categorical Exclusion Document and Resource Reviews	20	\$645.84	\$900.75	\$199.51	\$1,746.10
2. Topographic Survey	353	\$8,530.77	\$11,897.86	\$2,635.29	\$23,063.92
3. Preliminary/Final Engineering	2,654	\$83,849.09	\$116,944.33	\$25,902.35	\$228,695.77
4. Geotechnical Analysis	2	\$110.00	\$153.42	\$33.98	\$297.40
5. Public Involvement	316	\$15,474.76	\$21,582.65	\$4,780.41	\$41,837.82
6. Project Management and QC	254	\$13,356.56	\$18,628.39	\$4,126.06	\$36,111.01
7. Progress Meetings	80	\$3,633.20	\$5,067.22	\$1,122.35	\$9,822.77
Direct Expenses					\$143,263.09
TOTAL	3679	\$125,600.22	\$175,174.62	\$38,799.65	\$482,837.88

NEPA Categorical Exclusion and Preliminary/Final Engineering Project Cost

Project Name: 10th & Salt Creek Bridge
Project Number: State Project No. LCLC-5215(3), City of Lincoln Project No. 540027
Control Number: 13233
Location (City, County): Lincoln, Lancaster County, Nebraska
Firm Name: Speece Lewis Engineers, Inc.
Consultant Project Manager: Chris Lane, PE
Phone/Email: 402-483-5466, clane@speecelewis.com
LPA Responsible Charge: Kristen Humphrey, PE
Phone/Email: 402-441-7711, khumphrey@lincoln.ne.gov
NDOR Project Coordinator: Raitis Tigens
Phone/Email: 402-479-3843, raitis.tigens@nebraska.gov
Date:



Direct Labor Costs:			
Personnel Classification	Hours	Rate	Amount
Principal	14	\$55.00	\$770.00
Project Manager	621	\$55.00	\$34,165.00
Senior Engineer	1132	\$35.83	\$40,559.56
Engineer	806	\$32.10	\$25,872.60
Biologist			
Senior Designer/Technician			
Administration	706	\$21.13	\$14,917.78
Licensed Land Surveyor	29	\$17.47	\$506.63
Survey Party Chief	24	\$48.00	\$1,152.00
Survey Crew Member	137	\$22.65	\$3,103.05
Survey Instrument Member	117	\$21.20	\$2,480.40
	93	\$22.40	\$2,083.20
TOTALS	3679		\$125,600.22

Direct Expenses:	
	Amount
Subconsultants	\$141,777.09
Printing and Reproduction Costs	\$1,144.00
Mileage/Travel	\$342.00
Lodging/ Meals	
Other Miscellaneous Costs	
TOTALS	\$143,263.09

Total Project Costs:		
		Amount
Direct Labor Costs		\$125,600.22
Overhead @ 139.47%		\$175,174.63
Total Labor Costs		\$300,774.85
Fixed Fee @ 12.90%		\$38,799.96
Direct Expenses		\$143,263.09
PROJECT COST		\$482,937.90

Nebraska Department of Roads

Fee for Profit Worksheet

Project Name: 10th and Salt Creek

Consultant:

Speece Lewis Engineers

Project Number: State Project No. LCLC-5215(3), City of Lincoln

Prepared By:

Chris Lane

Control Number: 540027

Weight Factor

35 Relative Difficulty -

The extent to which the Consultant applies knowledge, experience, technical skills, and independent judgment

Qualifier

Standard process and solutions

Unique process and solutions

- Fee
- 0.10
 - 0.11
 - 0.12
 - 0.13
 - 0.14
 - 0.15

25 Size of Contract -

The larger the contract maximum compensation, the smaller the net fee percentage

Qualifier

More than \$1,000,000

Less than \$1,000,000

Less than \$750,000

Less than \$500,000

Less than \$300,000

Less than \$100,000

- Fee
- 0.10
 - 0.11
 - 0.12
 - 0.13
 - 0.14
 - 0.15

15 Period of Performance -

the longer the contract duration, the smaller the net fee percentage

Qualifier

More than 24 months

18-24 months

12-18 months

9-12 months

6-9 months

Less than 6 months

- Fee
- 0.10
 - 0.11
 - 0.12
 - 0.13
 - 0.14
 - 0.15

15 Assistance and Overview by NDOR & Other Public Agencies -

the increased number of deliverables and reviews the smaller the net fee percentage

Qualifier

Requires close review and assistance by NDOR & other Public Agencies

Limited review and assistance needed by NDOR and other Public Agencies

- Fee
- 0.10
 - 0.11
 - 0.12
 - 0.13
 - 0.14
 - 0.15

10 Subcontracting -

the more work subcontracted, the smaller the net fee percentage

Qualifier

More than 30% of job

Less than 25% of job

Less than 20% of job

Less than 15% of job

Less than 10% of job

Less than 5% of job

- Fee
- 0.10
 - 0.11
 - 0.12
 - 0.13
 - 0.14
 - 0.15

Fixed Fee Total = 12.90

NEPA Categorical Exclusion and Preliminary/Final Engineering Project Cost

Project Name: 10th & Salt Creek Bridge
Project Number: State Project No. LCLC-5215(3), City of Lincoln Project No. 540027
Control Number: 540027
Location (City, County): Lincoln, Lancaster County, Nebraska
Firm Name: Speece Lewis Engineers, Inc.
Consultant Project Manager: Chris Lane, PE
Phone/Email: 402-483-5466, clane@speecelewis.com
LPA Responsible Charge: Kristen Humphrey, PE
Phone/Email: 402-441-7711, khumphrey@lincoln.ne.gov
NDOR Project Coordinator: Raitis Tigeris
Phone/Email: 402-479-3843, raitis.tigeris@nebraska.gov
Date: negotiated 8/20/13



Direct Labor Costs:			
Personnel Classification	Hours	Rate	Amount
Principal			
Senior Environmental Scientist			
Environmental Scientist	458	\$43.28	\$19,822.24
Associate/ Senior Engineer	218	\$26.11	\$5,691.98
Engineer			
Senior Designer/Technician			
Designer/Technician			
Administrative			
TOTALS	676		\$25,514.22

Direct Expenses:	
	Amount
Subconsultants	
Printing and Reproduction Costs	
Mileage/Travel	\$140.00
Lodging/ Meals	\$56.00
Other Miscellaneous Costs	\$145.00
TOTALS	\$341.00

Total Project Costs:		
		Amount
Direct Labor Costs		\$25,514.22
Overhead @ 173.58%		\$44,287.58
Total Labor Costs		\$69,801.80
Fixed Fee @ 13.20%		\$9,213.84
Direct Expenses		\$341.00
PROJECT COST		\$79,356.64

Project Name: City of Lincoln 10th & Salt Creek Bridge Consultant: FHU
 Project Number: LCLC-5215(3) Prepared By: AZ
 Control Number: 13233 City Number: 540027

Weight Factor

- | | | | | | | | | | | | | | | | | | | | | | | | |
|-------------------------------------|---|--|-----|-----------|--------------------------|------|--|--------------------------|------|-----------------------|-------------------------------------|------|----------------------|-------------------------------------|------|----------------------|--------------------------|------|----------------------|-------------------------------------|------|--|--|
| 35 | Relative Difficulty - | The extent to which the Consultant applies knowledge, experience, technical skills, and independent judgment | | | | | | | | | | | | | | | | | | | | | |
| | <table border="0"> <tr><td><input type="checkbox"/></td><td>Fee</td><td>Qualifier</td></tr> <tr><td><input type="checkbox"/></td><td>0.10</td><td>Standard process and solutions</td></tr> <tr><td><input type="checkbox"/></td><td>0.11</td><td></td></tr> <tr><td><input checked="" type="checkbox"/></td><td>0.12</td><td></td></tr> <tr><td><input type="checkbox"/></td><td>0.13</td><td></td></tr> <tr><td><input type="checkbox"/></td><td>0.14</td><td></td></tr> <tr><td><input type="checkbox"/></td><td>0.15</td><td>Unique process and solutions</td></tr> </table> | <input type="checkbox"/> | Fee | Qualifier | <input type="checkbox"/> | 0.10 | Standard process and solutions | <input type="checkbox"/> | 0.11 | | <input checked="" type="checkbox"/> | 0.12 | | <input type="checkbox"/> | 0.13 | | <input type="checkbox"/> | 0.14 | | <input type="checkbox"/> | 0.15 | Unique process and solutions | |
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| <input checked="" type="checkbox"/> | 0.12 | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> | 0.13 | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> | 0.14 | | | | | | | | | | | | | | | | | | | | | | |
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| 25 | Size of Contract - | The larger the contract maximum compensation, the smaller the net fee percentage | | | | | | | | | | | | | | | | | | | | | |
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| <input type="checkbox"/> | Fee | Qualifier | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> | 0.10 | More than \$1,000,000 | | | | | | | | | | | | | | | | | | | | | |
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| <input checked="" type="checkbox"/> | 0.15 | Less than \$100,000 | | | | | | | | | | | | | | | | | | | | | |
| 15 | Period of Performance - | the longer the contract duration, the smaller the net fee percentage | | | | | | | | | | | | | | | | | | | | | |
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| <input type="checkbox"/> | Fee | Qualifier | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> | 0.10 | More than 24 months | | | | | | | | | | | | | | | | | | | | | |
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| 10 | Subcontracting - | the more work subcontracted, the smaller the net fee percentage | | | | | | | | | | | | | | | | | | | | | |
| | <table border="0"> <tr><td><input type="checkbox"/></td><td>Fee</td><td>Qualifier</td></tr> <tr><td><input type="checkbox"/></td><td>0.10</td><td>More than 30% of job</td></tr> <tr><td><input type="checkbox"/></td><td>0.11</td><td>Less than 25% of job</td></tr> <tr><td><input type="checkbox"/></td><td>0.12</td><td>Less than 20% of job</td></tr> <tr><td><input type="checkbox"/></td><td>0.13</td><td>Less than 15% of job</td></tr> <tr><td><input type="checkbox"/></td><td>0.14</td><td>Less than 10% of job</td></tr> <tr><td><input checked="" type="checkbox"/></td><td>0.15</td><td>Less than 5% of job</td></tr> </table> | <input type="checkbox"/> | Fee | Qualifier | <input type="checkbox"/> | 0.10 | More than 30% of job | <input type="checkbox"/> | 0.11 | Less than 25% of job | <input type="checkbox"/> | 0.12 | Less than 20% of job | <input type="checkbox"/> | 0.13 | Less than 15% of job | <input type="checkbox"/> | 0.14 | Less than 10% of job | <input checked="" type="checkbox"/> | 0.15 | Less than 5% of job | |
| <input type="checkbox"/> | Fee | Qualifier | | | | | | | | | | | | | | | | | | | | | |
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| <input type="checkbox"/> | 0.14 | Less than 10% of job | | | | | | | | | | | | | | | | | | | | | |
| <input checked="" type="checkbox"/> | 0.15 | Less than 5% of job | | | | | | | | | | | | | | | | | | | | | |

Fixed Fee Total = 13.20

NEPA Categorical Exclusion and Preliminary/Final Engineering Project Cost

Project Name: 10th & Salt Creek Bridge
Project Number: State Project No. LCLC-5215(3), City of Lincoln Project No. 540027
Control Number: 540027
Location (City, County): Lincoln, Lancaster County, Nebraska
Firm Name: Speece Lewis Engineers, Inc.
Consultant Project Manager: Chris Lane, PE
Phone/Email: 402-483-5466, clane@speecelewis.com
LPA Responsible Charge: Kristen Humphrey, PE
Phone/Email: 402-441-7711, khumphrey@lincoln.ne.gov
NDOR Project Coordinator: Raitis Tigeris
Phone/Email: 402-479-3843, raitis.tigeris@nebraska.gov
Date: _____



Direct Labor Costs:			
Personnel Classification	Hours	Rate	Amount
Principal	8	\$66.53	\$532.24
Senior Environmental Scientist			
Environmental Scientist			
Associate/ Senior Engineer			
Engineer	120	\$56.26	\$6,751.20
Senior Designer/Technician	94	\$39.34	\$3,697.96
Designer/Technician	120	\$24.87	\$2,984.40
Administrative	24	\$18.98	\$455.52
TOTALS	366		\$14,421.32

Direct Expenses:		Amount
Subconsultants		
Printing and Reproduction Costs		
Mileage/Travel		\$83.00
Lodging/ Meals		\$193.80
Other Miscellaneous Costs		
TOTALS		\$276.80

Total Project Costs:		Amount
Direct Labor Costs		\$14,421.32
Overhead @ 174.18%		\$25,119.06
Total Labor Costs		\$39,540.38
Fixed Fee @ 14.00%		\$5,535.65
Direct Expenses		\$276.80
PROJECT COST		\$45,352.83

Nebraska Department of Roads

Fee for Profit Worksheet

Project Name: 10th & Salt Creek Bridge

Consultant: iteris, Inc.

Project Number: LCLC-5215(3), City of Lincoln No. 540027

Prepared By: LJB

Control Number: 540027

Weight Factor

- | | | | | | | | | | | | | | | | | | | | | | | | |
|-------------------------------------|---|--|------------|------------------|--------------------------|------|--|--------------------------|------|-----------------------|--------------------------|------|----------------------|-------------------------------------|------|----------------------|--------------------------|------|----------------------|-------------------------------------|------|--|--|
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| <input type="checkbox"/> | <u>Fee</u> | <u>Qualifier</u> | | | | | | | | | | | | | | | | | | | | | |
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| 25 | Size of Contract - | The larger the contract maximum compensation, the smaller the net fee percentage | | | | | | | | | | | | | | | | | | | | | |
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| <input type="checkbox"/> | <u>Fee</u> | <u>Qualifier</u> | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> | 0.10 | More than \$1,000,000 | | | | | | | | | | | | | | | | | | | | | |
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| <input type="checkbox"/> | 0.11 | 18-24 months | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> | 0.12 | 12-18 months | | | | | | | | | | | | | | | | | | | | | |
| <input checked="" type="checkbox"/> | 0.13 | 9-12 months | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> | 0.14 | 6-9 months | | | | | | | | | | | | | | | | | | | | | |
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| <input type="checkbox"/> | 0.10 | Requires close review and assistance by NDOR & other Public Agencies | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> | 0.11 | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> | 0.12 | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> | 0.13 | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> | 0.14 | | | | | | | | | | | | | | | | | | | | | | |
| <input checked="" type="checkbox"/> | 0.15 | Limited review and assistance needed by NDOR and other Public Agencies | | | | | | | | | | | | | | | | | | | | | |
| 10 | Subcontracting - | the more work subcontracted, the smaller the net fee percentage | | | | | | | | | | | | | | | | | | | | | |
| | <table border="0"> <tr><td><input type="checkbox"/></td><td><u>Fee</u></td><td><u>Qualifier</u></td></tr> <tr><td><input type="checkbox"/></td><td>0.10</td><td>More than 30% of job</td></tr> <tr><td><input type="checkbox"/></td><td>0.11</td><td>Less than 25% of job</td></tr> <tr><td><input type="checkbox"/></td><td>0.12</td><td>Less than 20% of job</td></tr> <tr><td><input type="checkbox"/></td><td>0.13</td><td>Less than 15% of job</td></tr> <tr><td><input type="checkbox"/></td><td>0.14</td><td>Less than 10% of job</td></tr> <tr><td><input checked="" type="checkbox"/></td><td>0.15</td><td>Less than 5% of job</td></tr> </table> | <input type="checkbox"/> | <u>Fee</u> | <u>Qualifier</u> | <input type="checkbox"/> | 0.10 | More than 30% of job | <input type="checkbox"/> | 0.11 | Less than 25% of job | <input type="checkbox"/> | 0.12 | Less than 20% of job | <input type="checkbox"/> | 0.13 | Less than 15% of job | <input type="checkbox"/> | 0.14 | Less than 10% of job | <input checked="" type="checkbox"/> | 0.15 | Less than 5% of job | |
| <input type="checkbox"/> | <u>Fee</u> | <u>Qualifier</u> | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> | 0.10 | More than 30% of job | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> | 0.11 | Less than 25% of job | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> | 0.12 | Less than 20% of job | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> | 0.13 | Less than 15% of job | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> | 0.14 | Less than 10% of job | | | | | | | | | | | | | | | | | | | | | |
| <input checked="" type="checkbox"/> | 0.15 | Less than 5% of job | | | | | | | | | | | | | | | | | | | | | |

Fixed Fee Total = 14.00

NEPA Categorical Exclusion and Preliminary/Final Engineering Project Cost

Project Name: 10th & Salt Creek Bridge
Project Number: State Project No. LCLC-5215(3), City of Lincoln Project No. 540027
Control Number: 540027
Location (City, County): Lincoln, Lancaster County, Nebraska
Firm Name: Speece Lewis Engineers, Inc.
Consultant Project Manager: Chris Lane, PE
Phone/Email: 402-483-5466, clane@speecelewis.com
LPA Responsible Charge: Kristen Humphrey, PE
Phone/Email: 402-441-7711, khumphrey@lincoln.ne.gov
NDOR Project Coordinator: Raitis Tigeris
Phone/Email: 402-479-3843, raitis.tigeris@nebraska.gov
Date:



Direct Labor Costs:			
Personnel Classification	Hours	Rate	Amount
Principal Engineer	7	\$50.53	\$353.71
Senior Environmental Scientist			
Environmental Scientist			
Senior Engineer			
Drill Crew Supervisor	23	\$43.27	\$995.21
Head Driller	5	\$29.98	\$149.90
Laboratory Technician	21	\$21.90	\$459.90
Administrative	75	\$20.00	\$1,500.00
Drill Helper	3	\$21.00	\$63.00
	21	\$13.90	\$291.90
TOTALS	155		\$3,813.62

Direct Expenses:	
	Amount
Subconsultants	
Printing and Reproduction Costs	\$200.00
Mileage/Travel	
Lodging/ Meals	\$132.80
Other Miscellaneous Costs	
TOTALS	\$1,735.00
	\$2,067.60

Total Project Costs:		Amount
Direct Labor Costs		\$3,813.62
Overhead @ 196.72%		\$7,502.15
Total Labor Costs		\$11,315.77
Fixed Fee @ 14.65%		\$1,657.76
Direct Expenses		\$2,067.60
PROJECT COST		\$15,041.13

Nebraska Department of Roads

Fee for Profit Worksheet

Project Name: 10th and Salt Creek

Project Number: State Project No. LCLC-5215(3), City of Lincoln

Consultant:

Terracon

Control Number: 540027

Prepared By:

Brad Levich

Weight Factor

- | | | | | | | | | | | | | | | | | | | | | | | | |
|-------------------------------------|--|--|------|------------------|--------------------------|------|--|--------------------------|------|-----------------------|--------------------------|------|----------------------|-------------------------------------|------|----------------------|-------------------------------------|------|--|--|--|---------------------|--|
| 35 | Relative Difficulty - | The extent to which the Consultant applies knowledge, experience, technical skills, and independent judgment | | | | | | | | | | | | | | | | | | | | | |
| | <table border="0"> <tr><td><input type="checkbox"/></td><td>0.10</td><td><u>Qualifier</u></td></tr> <tr><td><input type="checkbox"/></td><td>0.11</td><td>Standard process and solutions</td></tr> <tr><td><input type="checkbox"/></td><td>0.12</td><td></td></tr> <tr><td><input type="checkbox"/></td><td>0.13</td><td></td></tr> <tr><td><input checked="" type="checkbox"/></td><td>0.14</td><td></td></tr> <tr><td><input type="checkbox"/></td><td>0.15</td><td>Unique process and solutions</td></tr> </table> | <input type="checkbox"/> | 0.10 | <u>Qualifier</u> | <input type="checkbox"/> | 0.11 | Standard process and solutions | <input type="checkbox"/> | 0.12 | | <input type="checkbox"/> | 0.13 | | <input checked="" type="checkbox"/> | 0.14 | | <input type="checkbox"/> | 0.15 | Unique process and solutions | | | | |
| <input type="checkbox"/> | 0.10 | <u>Qualifier</u> | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> | 0.11 | Standard process and solutions | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> | 0.12 | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> | 0.13 | | | | | | | | | | | | | | | | | | | | | | |
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| <input type="checkbox"/> | 0.15 | Unique process and solutions | | | | | | | | | | | | | | | | | | | | | |
| 25 | Size of Contract - | The larger the contract maximum compensation, the smaller the net fee percentage | | | | | | | | | | | | | | | | | | | | | |
| | <table border="0"> <tr><td><input type="checkbox"/></td><td>0.10</td><td><u>Qualifier</u></td></tr> <tr><td><input type="checkbox"/></td><td>0.11</td><td>More than \$1,000,000</td></tr> <tr><td><input type="checkbox"/></td><td>0.12</td><td>Less than \$1,000,000</td></tr> <tr><td><input type="checkbox"/></td><td>0.13</td><td>Less than \$750,000</td></tr> <tr><td><input type="checkbox"/></td><td>0.14</td><td>Less than \$500,000</td></tr> <tr><td><input checked="" type="checkbox"/></td><td>0.15</td><td>Less than \$300,000</td></tr> <tr><td></td><td></td><td>Less than \$100,000</td></tr> </table> | <input type="checkbox"/> | 0.10 | <u>Qualifier</u> | <input type="checkbox"/> | 0.11 | More than \$1,000,000 | <input type="checkbox"/> | 0.12 | Less than \$1,000,000 | <input type="checkbox"/> | 0.13 | Less than \$750,000 | <input type="checkbox"/> | 0.14 | Less than \$500,000 | <input checked="" type="checkbox"/> | 0.15 | Less than \$300,000 | | | Less than \$100,000 | |
| <input type="checkbox"/> | 0.10 | <u>Qualifier</u> | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> | 0.11 | More than \$1,000,000 | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> | 0.12 | Less than \$1,000,000 | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> | 0.13 | Less than \$750,000 | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> | 0.14 | Less than \$500,000 | | | | | | | | | | | | | | | | | | | | | |
| <input checked="" type="checkbox"/> | 0.15 | Less than \$300,000 | | | | | | | | | | | | | | | | | | | | | |
| | | Less than \$100,000 | | | | | | | | | | | | | | | | | | | | | |
| 15 | Period of Performance - | the longer the contract duration, the smaller the net fee percentage | | | | | | | | | | | | | | | | | | | | | |
| | <table border="0"> <tr><td><input type="checkbox"/></td><td>0.10</td><td><u>Qualifier</u></td></tr> <tr><td><input type="checkbox"/></td><td>0.11</td><td>More than 24 months</td></tr> <tr><td><input type="checkbox"/></td><td>0.12</td><td>18-24 months</td></tr> <tr><td><input type="checkbox"/></td><td>0.13</td><td>12-18 months</td></tr> <tr><td><input type="checkbox"/></td><td>0.14</td><td>9-12 months</td></tr> <tr><td><input checked="" type="checkbox"/></td><td>0.15</td><td>6-9 months</td></tr> <tr><td></td><td></td><td>Less than 6 months</td></tr> </table> | <input type="checkbox"/> | 0.10 | <u>Qualifier</u> | <input type="checkbox"/> | 0.11 | More than 24 months | <input type="checkbox"/> | 0.12 | 18-24 months | <input type="checkbox"/> | 0.13 | 12-18 months | <input type="checkbox"/> | 0.14 | 9-12 months | <input checked="" type="checkbox"/> | 0.15 | 6-9 months | | | Less than 6 months | |
| <input type="checkbox"/> | 0.10 | <u>Qualifier</u> | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> | 0.11 | More than 24 months | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> | 0.12 | 18-24 months | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> | 0.13 | 12-18 months | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> | 0.14 | 9-12 months | | | | | | | | | | | | | | | | | | | | | |
| <input checked="" type="checkbox"/> | 0.15 | 6-9 months | | | | | | | | | | | | | | | | | | | | | |
| | | Less than 6 months | | | | | | | | | | | | | | | | | | | | | |
| 15 | Assistance and Overview by NDOR & Other Public Agencies - | the increased number of deliverables and reviews the smaller the net fee percentage | | | | | | | | | | | | | | | | | | | | | |
| | <table border="0"> <tr><td><input type="checkbox"/></td><td>0.10</td><td><u>Qualifier</u></td></tr> <tr><td><input type="checkbox"/></td><td>0.11</td><td>Requires close review and assistance by NDOR & other Public Agencies</td></tr> <tr><td><input type="checkbox"/></td><td>0.12</td><td></td></tr> <tr><td><input type="checkbox"/></td><td>0.13</td><td></td></tr> <tr><td><input type="checkbox"/></td><td>0.14</td><td></td></tr> <tr><td><input checked="" type="checkbox"/></td><td>0.15</td><td>Limited review and assistance needed by NDOR and other Public Agencies</td></tr> </table> | <input type="checkbox"/> | 0.10 | <u>Qualifier</u> | <input type="checkbox"/> | 0.11 | Requires close review and assistance by NDOR & other Public Agencies | <input type="checkbox"/> | 0.12 | | <input type="checkbox"/> | 0.13 | | <input type="checkbox"/> | 0.14 | | <input checked="" type="checkbox"/> | 0.15 | Limited review and assistance needed by NDOR and other Public Agencies | | | | |
| <input type="checkbox"/> | 0.10 | <u>Qualifier</u> | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> | 0.11 | Requires close review and assistance by NDOR & other Public Agencies | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> | 0.12 | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> | 0.13 | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> | 0.14 | | | | | | | | | | | | | | | | | | | | | | |
| <input checked="" type="checkbox"/> | 0.15 | Limited review and assistance needed by NDOR and other Public Agencies | | | | | | | | | | | | | | | | | | | | | |
| 10 | Subcontracting - | the more work subcontracted, the smaller the net fee percentage | | | | | | | | | | | | | | | | | | | | | |
| | <table border="0"> <tr><td><input type="checkbox"/></td><td>0.10</td><td><u>Qualifier</u></td></tr> <tr><td><input type="checkbox"/></td><td>0.11</td><td>More than 30% of job</td></tr> <tr><td><input type="checkbox"/></td><td>0.12</td><td>Less than 25% of job</td></tr> <tr><td><input type="checkbox"/></td><td>0.13</td><td>Less than 20% of job</td></tr> <tr><td><input type="checkbox"/></td><td>0.14</td><td>Less than 15% of job</td></tr> <tr><td><input checked="" type="checkbox"/></td><td>0.15</td><td>Less than 10% of job</td></tr> <tr><td></td><td></td><td>Less than 5% of job</td></tr> </table> | <input type="checkbox"/> | 0.10 | <u>Qualifier</u> | <input type="checkbox"/> | 0.11 | More than 30% of job | <input type="checkbox"/> | 0.12 | Less than 25% of job | <input type="checkbox"/> | 0.13 | Less than 20% of job | <input type="checkbox"/> | 0.14 | Less than 15% of job | <input checked="" type="checkbox"/> | 0.15 | Less than 10% of job | | | Less than 5% of job | |
| <input type="checkbox"/> | 0.10 | <u>Qualifier</u> | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> | 0.11 | More than 30% of job | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> | 0.12 | Less than 25% of job | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> | 0.13 | Less than 20% of job | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> | 0.14 | Less than 15% of job | | | | | | | | | | | | | | | | | | | | | |
| <input checked="" type="checkbox"/> | 0.15 | Less than 10% of job | | | | | | | | | | | | | | | | | | | | | |
| | | Less than 5% of job | | | | | | | | | | | | | | | | | | | | | |

Fixed Fee Total = 14.65

NEPA Categorical Exclusion and Preliminary/Final Engineering Project Cost

Project Name: 10th & Salt Creek Bridge
Project Number: State Project No. LCLC-5215(3), City of Lincoln Project No. 540027
Control Number: 540027
Location (City, County): Lincoln, Lancaster County, Nebraska
Firm Name: Speece Lewis Engineers, Inc.
Consultant Project Manager: Chris Lane, PE
Phone/Email: 402-483-5466, clane@speecelewis.com
LPA Responsible Charge: Kristen Humphrey, PE
Phone/Email: 402-441-7711, khumphrey@lincoln.ne.gov
NDOR Project Coordinator: Raitis Tigeris
Phone/Email: 402-479-3843, raitis.tigeris@nebraska.gov
Date:



Direct Labor Costs:			
Personal Classification	Hours	Rate	Amount
Principal	20	\$36.00	\$720.00
Senior Environmental Scientist			
Environmental Scientist			
Associate/ Senior Engineer			
Engineer			
Senior Designer/Technician			
Designer/Technician			
Administrative			
TOTALS	20		\$720.00

Direct Expenses:	
	Amount
Subconsultants	
Printing and Reproduction Costs	
Mileage/Travel	
Lodging/ Meals	
Other Miscellaneous Costs	
TOTALS	

Total Project Costs:		
		Amount
Direct Labor Costs		\$720.00
Overhead @ 147.00%		\$1,058.40
Total Labor Costs		\$1,778.40
Fixed Fee @ 13.95%		\$246.09
Direct Expenses		
PROJECT COST		\$2,026.49

Nebraska Department of Roads

Fee for Profit Worksheet

Project Name:
Project Number:
Control Number:

Consultant: MROW
Prepared By:

Weight Factor

35 Relative Difficulty -

The extent to which the Consultant applies knowledge, experience, technical skills, and independent judgment

Qualifier
Standard process and solutions

- | | |
|-------------------------------------|------|
| <input type="checkbox"/> | 0.10 |
| <input type="checkbox"/> | 0.11 |
| <input checked="" type="checkbox"/> | 0.12 |
| <input type="checkbox"/> | 0.13 |
| <input type="checkbox"/> | 0.14 |
| <input type="checkbox"/> | 0.15 |

Unique process and solutions

25 Size of Contract -

The larger the contract maximum compensation, the smaller the net fee percentage

Qualifier
More than \$1,000,000
Less than \$1,000,000
Less than \$750,000
Less than \$500,000
Less than \$300,000
Less than \$100,000

- | | |
|-------------------------------------|------|
| <input type="checkbox"/> | 0.10 |
| <input type="checkbox"/> | 0.11 |
| <input type="checkbox"/> | 0.12 |
| <input type="checkbox"/> | 0.13 |
| <input type="checkbox"/> | 0.14 |
| <input checked="" type="checkbox"/> | 0.15 |

15 Period of Performance -

the longer the contract duration, the smaller the net fee percentage

Qualifier
More than 24 months
18-24 months
12-18 months
9-12 months
6-9 months
Less than 6 months

- | | |
|-------------------------------------|------|
| <input type="checkbox"/> | 0.10 |
| <input type="checkbox"/> | 0.11 |
| <input type="checkbox"/> | 0.12 |
| <input type="checkbox"/> | 0.13 |
| <input type="checkbox"/> | 0.14 |
| <input checked="" type="checkbox"/> | 0.15 |

**15 Assistance and Overview by NDOR
 & Other Public Agencies -**

the increased number of deliverables and reviews the smaller the net fee percentage

Qualifier
Requires close review and assistance by NDOR & other Public Agencies

- | | |
|-------------------------------------|------|
| <input type="checkbox"/> | 0.10 |
| <input type="checkbox"/> | 0.11 |
| <input type="checkbox"/> | 0.12 |
| <input type="checkbox"/> | 0.13 |
| <input type="checkbox"/> | 0.14 |
| <input checked="" type="checkbox"/> | 0.15 |

Limited review and assistance needed by NDOR and other Public Agencies

10 Subcontracting -

the more work subcontracted, the smaller the net fee percentage

Qualifier
More than 30% of job
Less than 25% of job
Less than 20% of job
Less than 15% of job
Less than 10% of job
Less than 5% of job

- | | |
|-------------------------------------|------|
| <input type="checkbox"/> | 0.10 |
| <input type="checkbox"/> | 0.11 |
| <input type="checkbox"/> | 0.12 |
| <input type="checkbox"/> | 0.13 |
| <input type="checkbox"/> | 0.14 |
| <input checked="" type="checkbox"/> | 0.15 |

Fixed Fee Total = 13.95

FEES AND PAYMENTS

EXHIBIT "B"

- A. **Payment Method.** Payment under this agreement will be made based on Actual Costs plus a Fixed Fee for profit.
- B. **Total Agreement Amount.** For performance of the services as described in this agreement, the Consultant will be paid a fixed-fee-for-profit of \$38,799.96 and up to a maximum amount of \$444,037.94 for actual costs as defined in paragraph "H" of this section. The total agreement amount is \$482,837.90. The Consultant's compensation shall not exceed this maximum amount without prior written approval of the LPA.
- C. **Ineligible Costs.** The LPA is not responsible for costs incurred prior to the Notice-to-Proceed date or after the completion deadline date set out in the NOTICE TO PROCEED AND COMPLETION section of this agreement or as provided in a written time extension notification.
- D. **Federal Cost Principles.** For performance of Services under the terms of this agreement, the Consultant will be paid subject to the terms of this agreement and all requirements and limitations of the federal cost principles contained in the Federal Acquisition Regulation (48 CFR 31).
- E. **Federal-aid.** (2-1-12) LPA will not make payments directly to Consultant for services performed under this agreement. Instead, the State will serve as a paying agent for LPA, and will pay Consultant directly for properly submitted and approved invoices using both LPA and Federal funds based on the applicable project federal cost participation percentage. The following process shall apply whenever the LPA, the State or the FHWA determines that certain costs, previously paid to Consultant, should not have been paid with federal funds by the State to Consultant. Consultant shall immediately repay the State the federal share of the previously paid amount and may invoice LPA for the costs repaid to the State. LPA shall promptly pay the full amount of the invoice from its own funds unless LPA, in good faith, disputes whether the Consultant is entitled to the payment under the agreement or the amount of the invoice. In the event of a dispute between LPA and Consultant, the dispute resolution process of Section 18 herein shall be used by the parties.
- F. **Subconsultant Over-runs and Under-runs.** The Consultant shall require any subconsultant to notify Consultant if at any time the subconsultant determines that its costs will exceed its negotiated fee estimate. The Consultant shall not allow any

subconsultant to exceed its negotiated fee estimate without prior written approval of the LPA. The Consultant understands that the amount of any subconsultant cost under-run will be subtracted from the total compensation to be paid to Consultant under this agreement, unless prior written approval is obtained from the LPA and, when applicable, FHWA.

G. **Out of Scope Services and Consultant Work Orders.** The LPA may request that Consultant provide services that, in the opinion of Consultant, are in addition to or different from those set out in the Scope of Services. When the LPA decides that these services require an adjustment in costs, the Consultant shall: (a) describe the proposed services, (b) provide an explanation why Consultant believes that the proposed services are not within the original scope of services and additional work effort is therefore required, and (c) estimate the cost to complete the services. Consultant must receive written approval from the LPA before proceeding with the out-of-scope services. Before written approval will be given by the LPA, the LPA must 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 process set out below:

- The Consultant Work Order (CWO) – DR Form 250 shall be used to describe and provide necessary justification for the additional the scope of services, effort, the deliverables, modification of schedule, and to document the cost of additional services. The CWO form is available on the Department of Roads website at www.transportation.nebraska.gov/gov-aff/lpa-guide-man.html#forms4. The CWO 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 CWOs have been authorized and approved for funding.

H. **Payments.** Payment for work under this agreement will be made based on actual costs plus a fixed fee for profit. 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 actual hourly rate as recorded in the Consultant's accounting books of record.

(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: These costs include all necessary, actual, and allowable costs related to completing the work under the agreement, including but not limited to: meals, lodging, mileage, subject to the limitations outlined below; communication costs; reproduction and printing costs; special equipment and materials required for the project; special insurance premiums if required solely for this agreement; and such other allowable items.

A non-labor cost charged as a direct cost cannot 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.

Consultant shall submit to the LPA an invoice or billing itemizing all direct non-labor costs claimed for work under this agreement, and all supporting receipts or invoices. The State, on behalf of the LPA, will pay the Consultant for all necessary, allowable, eligible and properly documented direct non-labor costs related to the work under this agreement.

The following expenses will be reimbursed at actual costs, not to exceed the rates as shown below.

(a) The reimbursement for mileage associated with the use of company owned vehicles shall be the prevailing standard rate as established by the Internal Revenue Service (IRS) through its Revenue Procedures. Reimbursement for

mileage associated with the use of a privately owned vehicle (POV), is limited to the lesser of:

- 1) The mileage rate which the consultant reimbursed to the person who submitted the claim for POV use, or
 - 2) The prevailing standard rate as established by the IRS.
- (b) Automobile Rentals and Air Fares will be actual reasonable cost and if discounts are applicable the Consultant shall give the LPA the benefit of all discounts.
- (c) The reimbursement for meal and lodging rates shall be limited to the prevailing standard rate as indicated in the current website address for U.S. General Services Administration's (GSA) rates which is indicated below:

<http://www.gsa.gov/portal/category/100120>

- 1) 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 the GSA rates set out above.

- (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 this agreement.

I. **Fee for Profit (Actual Cost Plus Fixed Fee).** The Fixed Fee for Profit was computed upon the negotiated direct labor and overhead costs. The Fee for Profit is not allowable upon direct non-labor costs. For monthly or progress invoices, the Fee for Profit is calculated by multiplying the sum of the direct labor and overhead costs billed by the negotiated Fee for Profit Rate of "12.90%". Upon completion of the work under this agreement, the Consultant shall invoice the LPA any remaining Fixed Fee for Profit. If all of the work under this agreement is not completed for any reason, fixed fee for profit will be adjusted based on the LPA's determination of the actual percentage of work completed.

J. **Invoices and Progress Reports.** The Consultant shall submit invoices to the LPA no more frequently than at monthly intervals and in accordance with the "LPA Reimbursement Procedures" which can be found on the State's website at: <http://www.transportation.nebraska.gov/gov-aff/lpa-guide-man.html#policies4>. The invoices must present actual direct labor, actual overhead, actual direct non-labor costs, as well as the Fee for Profit 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 include a completed "Cost Breakdown Form" (see State's webpage at <http://www.transportation.nebraska.gov/gov-aff/lpa-guide-man.html>) and 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 the LPA
4. Percent of work completed to date

Consultant shall submit a progress report monthly even if Consultant does not submit a monthly invoice.

K. **Progress Payments.** Payments will not be made unless the monthly progress reports provide adequate substantiation for the work and the LPA and the State determine that the work has been properly completed. The State, on behalf of the LPA, will make a

reasonable effort to pay the Consultant within 30 days of receipt of the Consultant invoices.

L. **Final Invoice.** Upon completion of the work under this agreement, the Consultant shall submit their final invoice with a letter identifying it as the final invoice. The letter shall also include the following information/statements:

1. Project name/location, project number, control number, service provided, and agreement number.
2. All the work under this agreement has been completed and all required deliverables have been submitted to the LPA,
3. Consultant has no outstanding issues to be resolved regarding the work under this agreement.

In addition, the Consultant shall review the overhead costs billed to-date to determine if the overhead rates used on the progress billings match the actual allowable rate applicable to the time period that the labor was incurred. If cost adjustments are necessary, they should be reflected on the final invoice. If a particular year's actual overhead has not yet been computed or approved by the State, the most recent years accepted rate should be applied.

M. **Final Payment.** Upon determination by the LPA and the State that the work was adequately substantiated and completed in accordance with this agreement, payment will be made in the amount of the approved final invoice. The acceptance by the Consultant of the final payment will constitute and operate as a release to the LPA and the 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.

N. **Audit and Final Cost Adjustment.** Upon acceptance by the LPA and the State, the State, or its authorized representative, may complete an audit review of the payments made under this agreement. The Parties understand that the audit may require an adjustment of the payments made under this agreement. The Consultant agrees to reimburse the State for any overpayments identified in the audit review, and State agrees to pay Consultant for any identified underpayments.

O. **Consultant Cost Record Retention.** 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 by FHWA and project closeout by the State. Such materials must be available for inspection by the LPA, State, FHWA, or any authorized representative of the federal government, and when requested, the Consultant shall furnish copies.

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.



75536

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/3/2013

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 Commercial Lines - (402) 399-9800 Wells Fargo Insurance Services USA, Inc. 10010 Regency Cir 3rd Floor Omaha, NE 68114	CONTACT NAME: Gail Kummet	
	PHONE (A/C, No, Ext): (320) 259-3126	FAX (A/C, No): (866) 510-9590
E-MAIL ADDRESS: gail.kummet@wellsfargo.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Travelers Casualty Ins Co of America	31194	
INSURER B: Travelers Indemnity Company	25658	
INSURER C: Travelers Indemnity Co of America	25666	
INSURER D: Travelers Casualty and Surety Co. of America	31194	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 6542406

REVISION NUMBER: See below

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/SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			6804A552757	8/15/2013	8/15/2014	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COMP/OP AGG \$ 4,000,000
							\$
B	AUTOMOBILE LIABILITY			BA4A553140	8/15/2013	8/15/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> Owned PP Au						\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		CUP5A065443	8/15/2013	8/15/2014	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 2,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10000						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			XSUB3768T693	8/15/2013	8/15/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Professional Liability			105368236	8/15/2013	8/15/2014	1,000,000/2,000,000 Ded. 20,000/60,000

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

RE:City of Lincoln, 10th & Salt Creeke Bridge, Project No. LCLC-5215(3) Control No. 13233 The Certificate Holder is named as Additional Insured and Per Project Aggregate applies. Waiver of subrogation applies to the general liability and workers compensation policies, when required by contract. General Liability is Primary & Non-Contributory and Includes Products Completed Operations.
Valuable Papers and Records Covered/ limit \$25,000.00
Electronic Data covered/limit \$100,000.00

CERTIFICATE HOLDER

City of Lincoln
Local Project Administrator
901 W. Bond Street, Suite 100
Lincoln, NE 68521

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
Jeanne Smith

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