PROFESSIONAL SERVICES, LPA STAFF
PRELIMINARY SERVICES

NEBRASKA DEPARTMENT OF ROADS
CITY OF LINCOLN
PROJECT NO. LCLC-5227(8)
CONTROL NO. 13261
17TH STREET TRAFFIC SIGNALS

THIS AGREEMENT, made and entered into by and between the Nebraska Department of Roads, hereinafter referred to as the "State", and City of Lincoln, hereinafter referred to as the Local Public Agency (LPA)".

WITNESSETH

WHEREAS, the LPA and State have entered into a Program Agreement for the above named project executed on January 16, 2014, and identified as Agreement No. BN1304, and

WHEREAS, the approximate location of LPA's project is shown on Exhibit "A", which is attached and hereby made a part of this agreement, and

WHEREAS, the project will be the sole responsibility of the LPA; no State funds will be used for this project, and the State's involvement in this project is expressly limited to acting as the representative of the FHWA for eligibility of the project for federal funding;

WHEREAS, the LPA desires to use its own staff to perform the necessary professional engineering services for this project using LPA's own staff, and

WHEREAS, the LPA staff is properly qualified to complete this work and meets all applicable requirements of the Nebraska Board of Engineers and Architects to provide professional services for this project, and

WHEREAS, the LPA desires to be reimbursed for this work from Federal funds made available for this project, and

WHEREAS, LPA 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 LPA's project will be eligible for federal reimbursement and

WHEREAS, the State is willing to reimburse LPA for its work under this Agreement with federal funds so long as the LPA's services remain eligible for federal funding.

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 shall 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.

"**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.

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

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

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

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

To "**TERMINATE**" is to end this agreement before the time set out in the TERM OF THE AGREEMENT section.

SECTION 2. THIS SECTION HAS INTENTIONALLY BEEN LEFT BLANK

SECTION 3. PROGRAM AGREEMENT

All terms of the project Program Agreement will remain in full force and effect. This agreement provides more specific terms related to the preliminary engineering phase of LPA's project. The terms of the Program Agreement govern over contrary or inconsistent terms of this agreement, unless a provision of this agreement specifically supersedes a provision of the Program Agreement.

SECTION 4. TERM OF THE AGREEMENT

This agreement becomes effective upon signing of this agreement by State. State intends to sign this agreement after LPA has signed. This agreement will end upon: (1) the waiver of an audit review or (2) the final completion of an audit review by the State or its authorized representative, and the resolution of all issues identified in the audit report.

SECTION 5. SCOPE OF SERVICES (LPA provided PE)

The LPA shall provide preliminary engineering for project LCLC-5227(8), 13261, in Lancaster County, Nebraska.

Upon receiving a written notice to proceed from the State, the LPA shall complete the services required under this agreement as set out in Section 13 of the project Program Agreement and as set out in Exhibit "B", Scope of Services, and the State approved LPA cost estimate, both of which are attached and hereby made a part of this agreement.

The LPA is solely responsible for completing all necessary tasks related to the preliminary engineering for this project. LPA shall comply with all applicable federal, state and local laws and the LPA Manual concerning the preliminary engineering of the project. The plans and specifications must be completed and approved by the State before LPA's work on this phase is considered complete.

SECTION 6. LPA STAFF

The LPA will complete the professional services for this project with its own staff. LPA's staff shall be properly qualified by education, training, credentials, and experience to complete the work under this agreement.

SECTION 7. NEW EMPLOYEE WORK ELIGIBILITY STATUS (This version is for LPA provided professional services agreements only.)

The LPA 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 under this agreement. The LPA hereby agrees to contractually require any Consultants or 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 LPA, 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 Local Public Agency 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.

SECTION 8. NOTICE TO PROCEED AND COMPLETION DATE

The State will issue the LPA a written Notice-to-Proceed (NTP) upon full execution of this agreement and upon verification that Federal funding approval has been obtained for the services under this agreement. Any work or services performed by LPA on the project prior to the date specified in the written Notice-to-Proceed is not eligible for reimbursement. LPA agrees to prosecute this work promptly to completion, or the LPA will be subject to the provisions of the SUSPENSION OR TERMINATION section of this agreement.

SECTION 9. REIMBURSEMENT AND INVOICING

For performance of the services described in this agreement, the LPA will be reimbursed for direct costs and indirect costs as defined below in this section, that are allowable subject to the terms of this agreement and to all requirements and limitations of the State policies and the federal cost principles contained in 2 CFR 225 – Cost Principles for State, Local and Tribal Governments and the Federal Acquisition Regulation (48 CFR 31). The total agreement amount is $77,135.25, of which $61,708.20 is the Federal share and $15,427.05 is the LPA share.

9.1 **Direct costs** must be incurred specifically for the services performed under this agreement, and include:

a. Direct Labor Costs –

1. Hourly Rates: For time devoted and identified specifically for work under this agreement and based upon actual hours as documented by time reports that account for all hours compensated during the pay period and billed at actual labor rates.
2. Time Reports: The hours charged to the project must be supported by adequate time distribution records that clearly indicate the distribution of hours to all projects/activities on a daily basis for the entire pay period. Time reports must provide a clear identifying link to the projects: such as project description, project number, pertinent work phase, dates of service, and the individual's name and position (*as required by LPA Manual Chapter 13, paragraph. 13.4.7*). There must be an adequate system of internal controls in place to ensure that time charges are correct and have the appropriate supervisory approval.

b. Labor Fringe Benefits – provided they are:
   1. reasonable,
   2. required either by law, labor agreements or an established policy of the LPA,
   3. are equitably allocated to all activities,
   4. the accounting basis (cash or accrual) is consistently followed by the LPA,
   5. are eligible in accordance with 2 CFR part 225 (OMB Circular A-87), and
   6. the allocation rate has been reviewed and approved by NDOR and/or FHWA for the work under this agreement. Fringe benefit costs include:
      a) Paid Leaves (holiday, vacation, sick, court, military, etc.)
      b) Employer contributions or expenses for:
         i.) Social Security and Medicare
         ii.) Employee life and life insurance
         iii.) Unemployment insurance
         iv.) Worker's compensation insurance
         v.) Retirement/Pension plan costs
         vi.) Other similar benefits

c. Direct Non-labor costs – These costs include all necessary, actual, and allowable costs related to completing the work under the agreement, subject to limitations and restrictions described below and in the Program 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; approved equipment purchases or other capital expenditures necessary for the project: and such other allowable items. The State will reimburse the LPA for all necessary, allowable, eligible and properly documented direct non-labor costs related to the work under this agreement provided that costs of this nature are not also included in an indirect cost rate.

   The following expenses will be reimbursed as outlined in this agreement based on actual costs, not to exceed the rates as shown below.

   1. The reimbursement for mileage associated with the use of LPA 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:

a) The mileage rate which the consultant reimbursed to the person who submitted the claim for POV use, or

b) The prevailing standard rate as established by the IRS.

2. Automobile Rentals and Air Fares will be actual reasonable cost and if discounts are applicable the Consultant shall give the State the benefit of all discounts.

3. 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

a) For the LPA employees to be eligible for the meal allowance, the following criteria must be met.

Breakfast:

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

Lunch:

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

Dinner:

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

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

The LPA 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.

9.2 **Indirect Cost Rates** are incurred for common purposes and provide a benefit to the entire organizational entity. These costs are recovered through an indirect cost rate applied as a percentage to direct labor. LPA's indirect costs will only be allowed under the following conditions:

a. The LPA has an indirect cost rate that is supported by an Indirect Cost Allocation Plan (ICAP) which has been developed in accordance with 2 CFR 225 – Cost Principles for State, Local and Tribal Governments [OMB Circular A-87], and

b. The indirect cost allocation rate has been approved in advance by NDOR. *(If the LPA has already in place an ICAP which has been reviewed and approved by the LPA's cognizant Federal agency, the ICAP will be considered for acceptance by FHWA and NDOR.)*

9.3 **Invoices and Progress Reports**. The LPA shall submit invoices to the State no more frequently than at monthly intervals. The invoices must present actual direct and indirect costs, as described above, billed for that period. The invoices must identify each employee by name and classification, the hours worked, and each individual's actual labor cost. Direct non-labor expenses must be itemized and provide a complete description of each item billed. Each monthly invoice must be substantiated by a progress report which is to include/address, as a minimum:

a. A description of the work completed for that period
b. A description of the work anticipated for the next pay period
c. Information needed from the State
d. Percent of work completed to date
e. A completed "Cost Breakdown Form" which is located on the State's webpage at www.transportation.nebraska.gov/rfp.

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

9.4 **Progress Payments**. Payments will not be made unless the monthly progress reports provide adequate substantiation for the work and whether the State determines that the work has been properly completed. The State will make a reasonable effort to pay the LPA within 30 days of receipt of the LPA invoices.

9.5 **Final Invoice**. Upon completion of the work under this agreement, the LPA shall submit their final invoice identifying it as the final invoice.

9.6 **Final Payment.** Upon determination that the work was adequately substantiated and satisfactory, reimbursement will be made in the amount of 80 percent of the billed eligible actual costs. The acceptance by the LPA of the final payment will constitute and operate as a release to the State for all claims and liability to the LPA, 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.

9.7 **Audit and Final Cost Adjustment.** When the work is completed, the State will complete an audit review of the payments made under this agreement. The LPA agrees to reimburse the State for any overpayments identified in the audit review, and the State agrees to reimburse the LPA for any identified underpayments. The LPA agrees to pay the State within thirty days after receipt of a billing from the State.

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

SECTION 10. PROFESSIONAL PERFORMANCE (LPA provided)

The LPA understands that it is solely responsible for the quality of the professional services it is providing for this project. LPA believes that LPA employees have the necessary professional training, experience and ability to properly complete the work under this agreement. Examination by the State, or FHWA, or any acceptance or use of, or acquiescence

in the LPA's work product, will not be considered to be a full and comprehensive examination and will not be considered approval of the LPA's work product which would relieve the LPA from liability or expense that would be connected with the LPA's sole responsibility for the propriety and integrity of the professional work to be accomplished by the LPA pursuant to this agreement.

The LPA further understands that acceptance or approval of any of the work of the LPA by the State or FHWA, or of payment, partial or final, will not constitute a waiver of any rights of the State, or in any way relieve the LPA from any liability or expenses due to error, omission, or negligence of the LPA in its work. That further, if due to error, omission, or negligence of the LPA, the work product of the LPA 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 LPA's work product is necessary, the LPA shall make such revisions without expense to the State. The LPA shall respond to the notice of any errors, omissions or negligence within 24 hours and give immediate attention to necessary corrections. If the LPA discovers errors, omissions, or negligence in its work, it shall notify the State of such within 24 hours. Failure of the LPA to notify the State will constitute a breach of this agreement. The LPA's legal liability for any or all damages incurred by the State or by others caused by error, omission, or negligent acts of the LPA will be borne by the LPA without liability or expense to the State and will not be considered eligible for reimbursement with federal funds.

SECTION 11. SUSPENSION OR TERMINATION

11.1 Suspension.

The State, in its sole discretion, reserves the right to suspend both (1) NDOR's work under this agreement and (2) LPA's right to incur any additional reimbursable costs under this agreements when the State determines that there are project performance, LPA's lack of responsiveness, quality or eligibility issues that must be corrected by LPA. The State shall provide LPA with notice of the suspension including a description of the reason(s) for the suspension, a timeframe for LPA to correct the deficiencies, and when applicable, a description of the actions that must be taken for the State to revoke the suspension.

a. A suspension may also be imposed by the State for any of the reasons listed in the Termination subsection below, or for any significant change in the scope of the project that has not been previously approved by the State or FHWA. (PE ONLY)
b. Failure to correct the deficiencies identified in a suspension will be grounds for the loss of eligibility for federal funding for the project and for termination of this agreement.

11.2 Termination.

This agreement may be terminated for the following reasons:

a. The State and the LPA, by mutual written agreement, may terminate this agreement at any time.
b. The State may terminate this agreement for the following reasons:
    1. A decrease or shift in available federal-aid funding that will, in the sole discretion of the State, make it unlikely or impossible for this project to be prioritized to receive federal-aid funding.

2. When LPA's project has not been properly advanced as evidenced by the occurrence of any of the following events:
   a) LPA has not sought reimbursement from State for any RC or other eligible project costs for a period of one year.
   b) LPA has not advanced the project to Right of Way acquisition or construction within the time periods set out in 23 USC Section 102(b) and 23 CFR part 630.112(c)(2) (10 years), and 23 USC Section 108 (a)(2) and 23 CFR Part 630.112(c)(2) (20 years). (See also the FHWA Federal-Aid Policy Order number 5020.1, dated April 26, 2011.)
   c) LPA's designated RC has not met all RC qualification requirements for the project by the time specified by the State.
   d) LPA has failed to replace the RC with an RC approved by the State within 30 days during the design stage or 10 days during the project letting or construction stages, from when the RC leaves, or is removed from the project for any reason.
   e) LPA either (1) informs the State that it is unwilling to use condemnation to acquire any of the property interests needed to construct the project, or (2) fails to complete the right of way acquisition process by deed or condemnation action within the time necessary to allow the project to have construction funds authorized within the programmed year of the Surface Transportation Improvement Program (STIP).
   f) LPA has failed to cause the project to be ready for the targeted letting date by obtaining construction funds authorization within the programmed year of the STIP.
      i.) LPA's failure to meet the requirements for Federal-aid local projects found in federal, state, or local law or policy, or the requirements of the LPA Guidelines Manual.
      ii.) A notice or declaration of FHWA or the State that any part of the project is or has become ineligible for federal funding.
      iii.) LPA's failure to sign any State drafted or approved project agreement including supplemental agreements.
      iv.) LPA's breach of a provision of this agreement.
      v.) LPA's failure to cause the project to be constructed according to the approved project plans and specifications. CE agreements only.

c. The LPA may terminate the agreement upon sixty (60) days written notice of termination to the State, subject to the LPA meeting the conditions of paragraph 5 below.
d. Prior to the State terminating this agreement, the State shall provide written notice to the LPA of the basis for termination and, when applicable, provide the LPA sixty (60) days to properly resolve all issues identified by the State.
e. Whenever the agreement is terminated for any reason, LPA shall (a) repay State all Federal-aid funds that have been expended under this agreement and (b) pay State for all of State's costs under this agreement have not been reimbursed under 5.(a).

Further, the LPA will thereafter be solely responsible for all costs under this agreement.

SECTION 12. DOCUMENT RETENTION (LPA provided):

The LPA shall retain all applicable documents listed in Section 14.8 of the LPA Manual for the periods of time specified therein.

SECTION 13. CONFLICT OF INTEREST LAWS

13.1 The LPA shall review the Conflict of Interest provisions of 23 CFR 1.33 and 49 CFR 18.36(b)(3) and agrees to comply with all the Conflict of Interest provisions in order for the project to remain fully eligible for State or Federal funding. LPA should review, understand and follow the instructions provided in the **NDOR CONFLICT OF INTEREST GUIDANCE DOCUMENT for LPA OFFICIALS, EMPLOYEES & AGENTS for LOCAL FEDERAL-AID TRANSPORTATION PROJECTS** located on the State website at the following location: http://www.dor.state.ne.us/gov-aff/lpa/chapter-forms/coi/coi-guidance-doc-lpa.pdf

13.2 LPA must also complete and sign the **NDOR Conflict of Interest Disclosure Form for LPAs for Local Federal-aid Transportation Projects**, for each project. This form is located on the State website at the following location: http://www.roads.ne.gov/gov-aff/lpa/chapter-forms/coi/coi-disclosure-doc-lpa.pdf

13.3 In the event a consultant is used by the LPA on this project, the Consultant must complete and sign the **Conflict of Interest Disclosure Form for Consultants for Local Federal-aid Transportation Projects**, for each project. This form is located on the State website at the following location: http://www.dor.state.ne.us/gov-aff/lpa/chapter-forms/coi/coi-disclosure-doc-consultant.pdf. Consultants and Subconsultants providing services for LPA's, or submitting proposals for services, shall have the duty to notify the LPA and the NDOR LPD PC and submit a revised Conflict of Interest Disclosure Form for Consultants for any changes in circumstances, or discovery of any additional facts, that could result in someone employed by, or who has an ownership, personal, or other interest with Consultant or 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 (LPA PE)

14.1 Certain information provided by the State or maintained by the LPA 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 LPA in order that the LPA adequately design the project at hand.

14.2 The LPA 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 this project only. The LPA agrees not to reveal, disseminate, or provide copies of any document that is confidential and privileged to any individual or entity. The State or the LPA agrees that any information or documentation that is considered to be privileged or confidential that is provided to LPA will be marked with the following information (Approved 11/4/11):

> "**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 State of Nebraska 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."

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

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

SECTION 15. THIS SECTION HAS INTENTIONALLY BEEN LEFT BLANK

SECTION 16. APPLICABLE LEGAL AND PROGRAM REQUIREMENTS

16.1 By requesting reimbursement with Federal-aid funds for its project, LPA agrees to be bound by the applicable provisions of federal, state and local laws concerning transportation projects of this type.

16.2 **Title 23 U.S.C., 23 CFR, and 49 CFR** - Title 23, Chapter I, of the United States Code contains most of the federal laws governing this Federal-aid transportation project. Title 23 of the Code of Federal Regulations is a codification of the rules and regulations including provisions governing Federal-aid highway projects administered by the Federal Highway Administration, Department of Transportation. Title 49 of the Code of Federal Regulations, Parts 1-99, also includes regulations applicable to LPA's Federal-aid highway project. The Federal-aid highway program provisions of 49 CFR are found primarily in Parts 18, 19, 24, 26-29, 32, 37 and 38.

16.3 LPA also agrees to develop its project in strict compliance with the provisions of the LPA Guidelines Manual for Federal Aid Projects (the Manual), which is hereby incorporated herein by this reference. The Manual is a document drafted in part, and formally approved, by the FHWA as a document setting out requirements for projects funded with

Federal-aid funds. A current version of the Manual can be found in its entirety at the following internet address: http://www.transportation.nebraska.gov/gov-aff/lpa-guide-man.html.

SECTION 17. DISPUTES

Any dispute concerning a question of fact in connection with the work not disposed of by this agreement will be referred for determination to the State or a duly authorized representative, whose decision in the matter will be final and conclusive on the parties to this agreement.

SECTION 18. HOLD HARMLESS PROVISION

The LPA agrees to save harmless the State from all claims and liability due to the error, omission, or negligence of the LPA or those of the LPA's agents or employees in the performance of work under this agreement.

SECTION 19. COORDINATING PROFESSIONAL AND PROFESSIONAL REGISTRATION

19.1 Coordinating Professional: (LPA) As required by Neb. Rev. Stat. § 81-3437, if LPA's project involves more than one licensed professional engineer or architect, the LPA shall designate a Coordinating Professional for this project and notify the State in writing of such designation prior to commencement of professional services. 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. LPA's failure to provide written notice to the State under this section may result in the costs of previous professional services being declared ineligible for reimbursement or other sanctions allowed by law or both.

19.2 Professional Registration: The LPA shall affix the seal of a registered professional engineer or architect licensed to practice in the State of Nebraska, on all documents, plans, 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 See Program Agreement

SECTION 22. FAIR EMPLOYMENT PRACTICES ACT See Program Agreement

SECTION 23. DISADVANTAGED BUSINESS ENTERPRISES See Program Agreement

SECTION 24. NONDISCRIMINATION See Program Agreement

SECTION 25. SUBLETTING, ASSIGNMENT, OR TRANSFER

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

SECTION 27. 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 LPA and State hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

After being duly sworn on oath, I do hereby acknowledge the foregoing certification and state that I am authorized to sign this agreement for the Local Public Agency.

EXECUTED by the LPA this _____ day of _____, 2014.

WITNESS:
Teresa J. Meier

CITY OF LINCOLN
Chris Beutler

_____
LPA Clerk

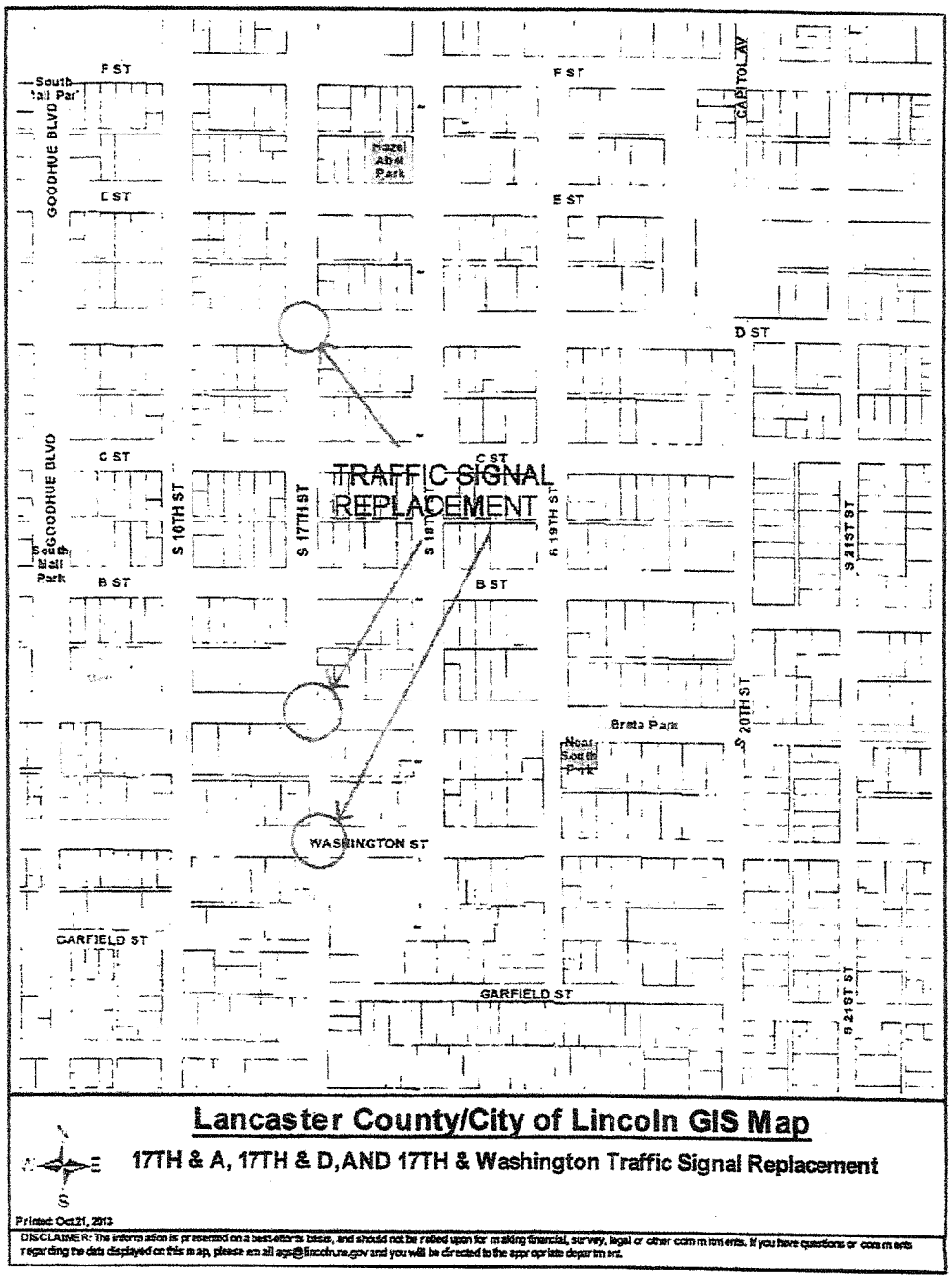
_____
Mayor

EXECUTED by the State this _____ day of _____, 2014.

NEBRASKA DEPARTMENT OF ROADS
Larry L. Legg

_____
Local Projects Engineer

AGRS-9A (3-31-14)



Lancaster County/City of Lincoln GIS Map

17TH & A, 17TH & D, AND 17TH & Washington Traffic Signal Replacement

Printed: Oct 21, 2013

DISCLAIMER: The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments. If you have questions or comments regarding the data displayed on this map, please email gis@lincolnne.gov and you will be directed to the appropriate department.

EXHIBIT "A"

Scope of Services

17th Street Traffic Signals

LCLC-5227(8) CN 13261
City Project Number 702697

Project Description

The existing traffic signal controlled intersections of S 17th & Washington Streets, S 17th & A Streets, and S 17th & D Streets in the City of Lincoln have been identified for traffic signal replacement. These traffic signals were previously installed in the 1980s as a means to improve operations. Since that time, traffic volumes and travel patterns have changed. These locations should be evaluated to determine the appropriate type of vehicular and pedestrian control at the intersections. This project will consist of reviewing traffic counts, pedestrian activity, sight distance requirements, identifying the type of control needed, and associated design activities.

TASK 1. Project Management

a. *Project Management*

The Project RC will serve as point of contact, maintain project schedule and budget. Provide regular progress updates with invoices. Project Management efforts will follow appropriate guidance as given by Nebraska Department of Road's (NDOR) LPA Guidelines Manual of Federal Aid Projects.

TASK 2. General Project Meetings

a. *Plan-in-Hand*

The City will schedule and attend a plan-in-hand meeting.

TASK 3. Utility Coordination

a. *Utility Location/Verification*

The City 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 City will request that the Utility Companies return to the City marked up plans with utility verification. The City 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.

TASK 4. Public Involvement

a. *Open House*

The City will prepare displays of the preliminary design for use at the public open house as needed. The City will also provide design staff to answer questions regarding the project at the meetings.

During the public meeting, City staff will be available to answer questions and receive comments. The City 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.

b. *Newsletters/Informational Materials*

The City will prepare and send out flyers to adjacent business and property owners.

c. *Website*

The City will develop and maintain a website for project related information.

TASK 5. Traffic

a. *Traffic Analysis*

The City will analyze traffic counts taken at each of the intersections. The City will analyze safety and operational characteristics of the study area intersections to evaluate traffic control and lane geometric requirements. Warrants for traffic signal control will also be summarized by location.

A Traffic Analysis Report will be developed and submitted to NDOR for their information and documentation. The report will summarize the results of the data collection and traffic control recommendations for the project. The final results of the Traffic Analysis Report will be utilized to help develop the design for the project.

b. *Traffic Signal / ITS Design / Street Lighting*

Based on the results of the intersection analysis the City will prepare traffic signal plans at intersections as warranted. In addition, Rectangular Rapid Flashing Beacon (RRFB) locations may be designed at up to two selected locations within the study area.

For purposes of communications systems, a 4" conduit and fiber shall be placed where needed.

Lighting will be designed by Lincoln Electric Systems (LES) after the City supplies LES with electronic files. The City will draft the lighting plans based on LES design.

c. *Pavement Marking & Signing*

The City shall prepare plan sheets showing pavement marking and signage layouts.

TASK 6. Submittals

a. *Preliminary Designs*

The City shall prepare project base files and plan sheets in accordance with the NDOR standards.

b. *Cost Estimates*

The City shall prepare an updated total project cost estimate.

c. *Special Provisions*

The City will prepare and submit Special Provisions.

TASK 7. PS&E Submittal

a. *PS&E Submittal*

The City shall submit a PS&E package. The package will include all items listed in NDOR's LPA manual.

ICE for PE Services

Project Name	S 17th Traffic Signals		
Project Number	LCLC-5227(8)	CN	13261
City Project Number	702697		

PRELIMINARY ENGINEERING AND DESIGN

Task Description	PR	PM/PE	D	RC	C	SCC	SC	Totals
Project Management	0	0	0	30	0	0	0	30
Environmental	0	0	0	20	0	0	0	20
Meetings	0	20	20	12	0	0	0	52
Design	0	30	462	30	0	0	0	522
Specifications	0	40	16	8	0	0	0	64
Survey	0	0	0	0	0	0	0	0
Travel Time	0	0	0	0	0	0	0	0
Totals:	0	90	498	100	0	0	0	688

DIRECT LABOR COST SUMMARY

Category		Hours		Rate		Cost
PR: Principal in Charge		0		$0.00		$0.00
PM: Project Manager/PE - Prof Engineer		90		$48.50		$4,365.00
D: Designer		498		$36.00		$17,928.00
RC: Responsible Charge		100		$36.00		$3,600.00
C: Clerical		0		$0.00		$0.00
SCC: Survey Crew Chief		0		$0.00		$0.00
SC: Survey Crew		0		$0.00		$0.00
TOTAL DIRECT LABOR		688				$25,893.00
OVERHEAD				197.90%		$ 51,242.25
TOTAL LABOR AND OVERHEAD						**$77,135.25**

DIRECT PROJECT EXPENSES

Category		Qty		Rate		Cost
Mileage			mi.	$0.50		$0.00
Mileage: Survey Vehicle			mi.	$0.53		$0.00
Construction Staking Materials			each	$0.10		$0.00
Photocopies			copies	$0.10		$0.00
Equipment Rental			days	$50.00		$0.00
Lodging & Meals			days	$116.00		$0.00
Printing: 24 x 36			copies	$3.00		$0.00
TOTAL DIRECT PROJECT EXPENSE						**$0.00**

SUBCONSULTANTS

Category						Cost
Testing Lab						$0.00
Specialty Subconsultant						$0.00
TOTAL SUBCONSULTANTS						**$0.00**

TOTAL LABOR AND OVERHEAD	$77,135.25
FIXED FEE	$0.00
TOTAL DIRECT PROJECT EXPENSE	$0.00
TOTAL SUBCONSULTANTS	$0.00
TOTAL FEE	**$77,135.25**