TASK ORDER – LPA PROJECTS
PROFESSIONAL SERVICES, CONSULTANT
ENVIRONMENTAL SERVICES

CITY OF LINCOLN
OLSSON ASSOCIATES, INC.
PROJECT NO. LCLC-5239(9)
CONTROL NO. 13253
ENVIRONMENTAL SERVICES

THIS AGREEMENT is between the City of Lincoln a Local Public Agency ("LPA"), and Olsson Associates, Inc. ("Consultant"); collectively referred to as the "Parties".

WHEREAS, in accordance with the terms of the Master Agreement for Consultant Services Project ("Master Agreement"), State Agreement No.VK1299, executed by the Consultant on December 13, 2012, and by the State of Nebraska Department of Roads ("State") on December 13, 2012, the State has selected several consultants, including Consultant, to be available to provide on-call environmental services for various local public agency Federal-Aid projects, and

WHEREAS, the LPA has selected Consultant to provide environmental ("Services") for its project identified as Project No. LCLC-5239(9), and

WHEREAS, solely for convenience, consistency and in an attempt to obtain federal funding for the consultant services, the parties intend that this task order agreement ("Task Order") include some of the provisions of a December 13, 2012 Master Agreement for on-call environmental services between Consultant and the State, and

WHEREAS, LPA and Consultant wish to enter into this Task Order to specify the duties and obligations of the parties for the completion of the Services for which the Consultant has been selected, and

WHEREAS, the Consultant and LPA intend that the Services provided by Consultant comply with all applicable federal-aid transportation related program requirements, so that Consultant's costs under this Task Order will be fully eligible for federal reimbursement, and

WHEREAS, the LPA and Consultant intend that this Task Order be completed in accordance with the terms and conditions of the Nebraska LPA Guidelines Manual for Federal Aid Projects; hereinafter referred to as LPA Manual (See definition in Section 1), and

WHEREAS, Consultants primary contact person for LPA will be 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 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 Consultant and LPA agree as follows:

SECTION 1. DEFINITIONS

WHEREVER in this Task Order the following terms are used, they shall have the following meaning:

"CONSULTANT" means the firm of Olsson Associates, Inc. and any employees thereof, whose business and mailing address is 601 P Street, Lincoln, Nebraska, 68508, 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.dor.state.ne.us/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 Task Order 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 under this Task Order means that the LPA has determined that conditions or intentions as originally existed have changed and that the service as contemplated herein is to be renounced and deserted for as long in the future as can be foreseen, and

To **"SUSPEND"** the services under this Task Order 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 is 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 Task Order, and

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

A **"TASK ORDER"** is a separate agreement between the LPA and the Consultant for services on a specific project.

SECTION 2. DURATION OF THE AGREEMENT

2.1 ***Effective Date*** --This Agreement is effective upon the earlier of the date (1) the State issued the Notice to Proceed, or (2) the Parties executed this Agreement.

2.2 ***Renewal, Extension or Amendment*** --The Agreement may be renewed, extended or amended by mutual agreement or as otherwise provided herein.

2.3 ***Identifying Date*** – For convenience, the Agreement's identifying date will be the date the State signed the agreement.

2.4 ***Duration*** – State will treat the Agreement as inactive upon the happening of either (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.

2.5 ***Termination*** -- Further, State reserves the right to terminate the agreement as provided herein.

SECTION 3. TASK ORDER SCOPE OF SERVICES AND CONSULTANTS FEE PROPOSAL

3.1 The Consultant shall complete the services set out in both the Basic Scope of Services from the Master Agreement; the Task Order Scope of Services for environmental services, attached hereto and hereby made a part of this Task Order as Exhibit "A"; and the Consultants Fee Proposal, attached hereto and hereby made a part of this Task Order as Exhibit "A".

3.2 Upon receiving a written notice to proceed from the LPA, the Consultant shall complete the services required under this Task Order as set out in attached Exhibit "A". "Task Order Scope of Services," and in accordance with the terms of the Master Agreement, all of which are hereby made a part of this Task Order by this reference. The "Task Order Scope of Services" will govern over any contrary language in the "Basic Scope of Services" of the Master Agreement.

SECTION 4. STAFFING PLAN (For PE Services, TO)

4.1 The Consultant has provided the 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 Task Order. The primary team is expected to be directly responsible for providing the services under this Task Order. 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.

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

SECTION 5. NOTICE TO PROCEED AND COMPLETION

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

5.2 The Consultant shall complete all the services according to the schedule in attached Exhibit "A" and shall complete all services required under this Task Order in a

satisfactory manner by March 12, 2017. Any costs incurred after the completion date are not eligible for reimbursement unless the LPA has provided a written extension of time.

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

SECTION 6. FEES AND PAYMENTS

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

6.2 For performance of the services as described in this Task Order, the Consultant will be paid a fixed-fee-for-profit of $1,467.94 and up to a maximum amount of $10,854.85 for actual costs in accordance with Exhibit "B". The total Task Order amount is $12,322.79.

SECTION 7. SUSPENSION, ABANDONMENT OR TERMINATION (2/8/12)

7.1 The LPA has the absolute right to suspend or abandon the work, or terminate this Task Order at any time and such action on its part will in no event be deemed a breach of this Task Order. 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 attached Exhibit "A".

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

7.3 The ownership of all project plans and supporting documents completed or partially completed at the time of such termination or abandonment will be retained by the LPA and the Consultant shall immediately deliver all project plans and supporting documents to the LPA.

SECTION 8. COORDINATING PROFESSIONAL AND PROFESSIONAL REGISTRATION

8.1 **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.

8.2 **Professional Registration:**

To the extent the work requires engineering services, the Consultant shall affix and sign the seal of a registered professional engineer or architect licensed to practice in the State of Nebraska, on all applicable documents, plans, specifications, and reports prepared under this Task Order as required by the Nebraska Engineers and Architects Regulations Act, Neb.Rev.Stat §81-3401 et. seq.

SECTION 9. SECTIONS INCORPORATED BY REFERENCE

For the convenience of the parties, for consistency for funding review, and in an effort to reduce the length of this Task Order, the LPA and Consultant agree to be bound by and hereby incorporate by this reference as if fully set forth herein, Sections 3, 7, 10, and 12-27 of the Master Agreement for environmental services, for LPA projects between the Nebraska Department of Roads and Consultant, dated December 13, 2012, with one recurring change:

The name of LPA should be substituted in for any reference in that Master Agreement to State, State of Nebraska, Director or the Nebraska Department of Roads, unless the context would otherwise require. The LPA and Consultant agree to meet the requirements of all incorporated provisions and represent that by signing this Task Order, they expressly certify to any required certifications contained in those provisions. Although some of the provisions of the Master Agreement are incorporated herein by reference, it is understood that the Nebraska Department of Roads is not a party to this Task Order and shall have no obligations or duties under this Task Order.

SECTION 10. CONSULTANT CERTIFICATIONS

The undersigned duly authorized representative of the Consultant, by signing this agreement, hereby reaffirms, under penalty of law, the truth of the certifications set out in the Master Agreement.

SECTION 11. LPA CERTIFICATION

11.1 By signing this Task Order, 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 Task Order to:

(a) employ or retain, or agree to employ or retain, any firm or person, or

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

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

SECTION 12. ENTIRE AGREEMENT

The Master Agreement, all supplements thereto, and this Task Order Agreement constitutes the entire agreement ("The Task Order Agreement") between the Parties. The Task Order Agreement supersedes any and all previous communications, representations, or other understandings, either oral or written, and all terms and conditions of the Master Agreement and supplements thereto remain in full force and effect, and are incorporated herein as if set forth in its entirety.

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 Task Order Agreement, attest and affirm the truth of each and every certification and representation set out herein.

EXECUTED by the Consultant on 10/27, 2014.

Olsson Associates, Inc.
Joan Darling, PhD

Vice President

STATE OFNEBRASKA)
)ss.
LANCASTER COUNTY)

Subscribed and sworn to before me this 27th day of October, 2014.

GENERAL NOTARY - State of Nebraska
MARK C. PALMER
My Comm. Exp. January 5, 2016

Notary Public

EXECUTED by the City of Lincoln on _____, 2014.

CITY OF LINCOLN
Chris Beutler

Mayor

Subscribed and sworn to before me this _____ day of _____, 2014.

Clerk

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

Date

AGRS-5(TO) 7-16-14

Scope of Services

CITY OF LINCOLN

48th & Highway 2 Traffic Signal Replacement
State Project No. LCLC-5239(9), Control No. 13253
City Project Number 702693

TASK 1. PROGRAMMATIC CATEGORICAL EXCLUSION

Consultant shall prepare environmental documentation for the project. The preliminary disposition for the Environmental Action on this project is a Programmatic Categorical Exclusion (PCE). The PCE shall be completed in accordance with the NDOR requirements for LPA Projects. The document will address existing environmental conditions in the study area. If the NEPA action is elevated to a Categorical Exclusion (CE), then the additional work required to complete the CE will be covered under a supplemental agreement.

The PCE will contain a discussion of the following general topics:

- Description, purpose, and need for the proposed action
- Discussion of social, economic, and environmental impacts of the proposed action (affected environment and environmental consequences)
- Summary of agencies and persons consulted, and issues and concerns received
- Description of the public involvement process

The focus will be on important impacts and issues with less important areas only briefly discussed. Based on the extent of adverse impacts, mitigation will be identified as required. Detailed mitigation plans with specific criteria and associated monitoring activities are outside the scope of this study.

It is anticipated that the development of the PCE will require the following tasks:

a. Attend project kick-off meeting with City of Lincoln.

b. Prepare project information and provide to NDOR so that they may contact Environmental Protection Agency (EPA), Nebraska State Historical Preservation Office, (SHPO), Nebraska Game and Parks Commission (NGPC) and US Fish and Wildlife Service (USFWS). Contact other agencies as required to complete the PCE. This may include City of Lincoln representatives, Lancaster County, Nebraska Department of Environmental Quality (NDEQ), Nebraska Department of Natural Resources (NDNR), NGPC, and any other applicable agencies or stakeholders.

c. Gather information from City of Lincoln, agencies listed above, and other sources, including site visits.

d. Document collected information on aerial photographs suitable for use in the PCE.

e. Investigate, evaluate, and document social, economic, and natural environmental considerations. Identify potential impacts and discuss potential mitigation for impacts. Areas to be evaluated include:

i. Hazardous Materials – Consultant will complete a regulatory file review (local, state and federal agencies) in accordance with the requirements listed in American Society for Testing Materials (ASTM) Standard Practice for Environmental Site Assessments E 1527-00 to identify sites within the projects construction corridor (one quarter mile on either side of the project). Any sites identified during the file review will be assessed and their potential impact on the project discussed. The evaluation will be submitted to the City Project Manager for review and submittal to NDOR.

ii. Wetland Evaluation and Habitat Investigation – Work on this project is to be completed within the existing street right-of-way. The Consultant shall review the project site and existing data bases to verify that no wetlands or sensitive habitat is present. A site visit will be conducted to survey the project area and take photos. The evaluation will be submitted to the City Project Manager for review and submittal to NDOR.

iii. Wetland Permitting – Since the existing project is located within the developed urban environment and work appears to be limited to the area of the existing pavement and immediate surrounding areas, it is assumed that no wetlands will be impacted by this project. If a wetland permit is required, a fee for wetland delineation and permit preparation will be negotiated separately.

iv. Cultural Resources (Historic/Archeological) Investigation – Prepare background information on the project and submit to NDOR to complete the work and submit the Section 106 Compliant Phase I report to the Federal Highway Administration (FHWA) and SHPO. The evaluation will be submitted to the City Project Manager for review and submittal to NDOR.

v. Biological Evaluation – Prepare BE evaluation including discussion of habitat including wetland evaluation. The evaluation will be submitted to the City Project Manager for review and submittal to NDOR.

vi. Public Involvement – The City will provide the consultant with copies of public involvement activities (fliers, notifications, webpages, etc). The consultant will discuss public involvement efforts and public comments in the PCE as well as any commitments. All copies of public outreach and public comments will be included in the PCE.

vii. Impacts to other social, economic, and natural environmental resources will be covered in less detail. These resources will include: Land use and zoning; prime farmland; community facilities and services, including schools; neighborhoods; traffic, including changes in traffic pattern, access to community service facilities, and emergency vehicle access; number and type of relocations (residential, commercial, and industrial) due to right-of-way acquisition, pedestrians and bicyclists; visual and aesthetic considerations; utilities; construction impacts (air, noise, water, detours, traffic congestion, safety, etc.); and erosion control. Consultant will prepare Supplemental CE checklist as required by NDOR.

viii. A review of activities at recreational/public lands (4(f) resources) will be prepared. It is anticipated that an exception to 4(f)/*de minimis* documentation will apply for the South 48th & Highway 2 project. A review of 6(f) properties will also be conducted.

ix. Variance request – If any questions on the PCE form are answered "yes", such as a yes response to use of 4(f) properties, the consultant will prepare a variance request. The document will be submitted to the City Project Manager for review and submittal to NDOR.

x. Permits - The City provide copies of all permits (ie., floodplain permit if required), agreements, certifications, and forms to the consultant for inclusion in the PCE.

xi. Prepare Draft PCE. One (1) copy and an electronic copy of the PCE document shall be provided to the City's Project Manager for internal review, and comment. Based on review comments from the City, revise the PCE and submit the Draft PCE to the City's Project Manager and NDOR for review and comment. Based on review comments received from the NDOR, revise the Draft PCE and resubmit to NDOR for final approval.

xii. Consultant will prepare a Green Sheet detailing all agency concurrences, permits, and all commitments required by the City. A copy of the Green Sheet, concurrences, and permits will be submitted to the City's Project Manager for review and submission to NDOR.

TASK 2. Quality Assurance / Quality Control (QA / QC)

The consultant will review all documents to ensure compliance with NDOR requirements, and submit to the City's Project Manager for review. Any comments will be addressed and documents will be re-submitted to the City for submittal to NDOR.

NEPA Categorical Exclusion and Preliminary Engineering
Final Negotiation

Project Name: South 48th - Nebraska Highway 2, Lincoln
Project Number: LCLC-5239(9); City Project 702693
Control Number: 13253
Location (City, County): Lincoln, Lancaster, NE
Firm Name: Olsson Associates
Consultant Project Manager: Joan Darling
Phone/Email: 402-458-5926 jdarling@olssonassociates.com
LPA Responsible Charge: Kris Humphrey
Phone/Email: 402-326-1176 khumphrey@lincoln.ne.gov
NDOR Project Coordinator: Raitis Tigeris
Phone/Email: 402-479-3843 raitis.tigeris@nebraska.gov
Date: September 30, 2014

OLSSON ASSOCIATES

TASKS	PERSONNEL CLASSIFICATIONS**												
	PR	SENV	ENV	SENG	ENG	SDES	DES	ADM					Total
For Engineering Services:													
1. Categorical Exclusion Document and Resource Reviews													
1.1 Resource Review		8	24				4						36
1.2 SHPO Letter			2				1						3
1.3 Section 4(f) / 6(f) Evaluation/Variance request		18					2						20
1.4 Air Quality Impact Analysis													
1.5 Noise Study													
1.6 Wetland Delineation													
1.6.1 Review Existing Resources / Databases		2					1						3
1.6.2 Field Survey			1										1
1.6.3 Documentation of Findings			6				1						7
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										1
1.8 Threatened and Endangered Species Review			2										2
1.9 Environmental Justice			1										1
1.10 Farmland													
1.11 Hazardous Materials Review and Memo				1	16								17
1.12 Documentation and Revisions		6	10				4						20
1.13 Green sheet			4										4
5. Public Involvement													
5.1 Public Information Meeting													
5.2 Postal Outreach													
5.3 Other			2										2
6. Project Management and QC													
6.1 Project Management	4	7											11
6.2 Quality Assurance/Quality Control	4	2											6
6.3 Final Deliverables	1	1						1					3
6.4 Other													
7. Progress Meetings													
7.1 Progress Meetings													
7.2 Plan-In-Hand Meeting/Report													
7.3 Other													
Total Hours	9	44	53	1	16		13	1					137
Total Days (8 hrs)	1.1	5.5	6.6	0.1	2.0		1.6	0.1					17.1

CLASSIFICATIONS*:

PR	=	Principal	SENG	=	Associate/ Senior Engineer	UD1	=	User Defined 1
SENV	=	Senior Environmental Scientist	ENG	=	Engineer	UD2	=	User Defined 2
ENV	=	Environmental Scientist	SDES	=	Senior Designer/Technician	UD3	=	User Defined 3
ADM	=	Administrative	DES	=	Designer/Technician			

** For Project Manager, use one of the technical classifications*

*** For User-Defined Classifications, you will need to edit the Classifications Legend located above. To enter a new classification, replace "UD1" with its abbreviation (ex. GRA) and replace "User Defined 1" with the corresponding title (ex. Graphic Artist). Once the user-definitions are added, they will self-populate the Estimate of Hours table, as well as the remaining sheets.*

NEPA Categorical Exclusion and Preliminary Engineering
Labor Rates

Project Name:	**South 48th - Nebraska Highway 2, Lincoln**
Project Number:	LCLC-5239(9); City Project 702693
Control Number:	13253
Location (City, County):	Lincoln, Lancaster, NE
Firm Name:	Olsson Associates
Consultant Project Manager:	Joan Darling
Phone/Email:	402-458-5926 jdarling@olssonassociates.com
LPA Responsible Charge:	Kris Humphrey
Phone/Email:	402-326-1176 khumphrey@lincoln.ne.gov
NDOR Project Coordinator:	Raitis Tigeris
Phone/Email:	402-479-3843 raitis.tigeris@nebraska.gov
Date:	September 30, 2014

OLSSON ASSOCIATES

Labor Costs:				
Code	**Classification Title**	**Hours**	**Blended Rate**	**Amount**
PR	Principal	9	$57.09	$513.81
SENV	Senior Environmental Scientist	44	$34.90	$1,535.60
ENV	Environmental Scientist	53	$22.12	$1,172.36
SENG	Associate/ Senior Engineer	1	$44.33	$44.33
ENG	Engineer	16	$25.56	$408.96
SDES	Senior Designer/Technician			
DES	Designer/Technician	13	$21.48	$279.24
ADM	Administrative	1	$18.86	$18.86
TOTALS		137		$3,973.16

Overhead Rate: 170.67% **Fixed Fee:** 13.65%

CLASSIFICATIONS:

PR	=	Principal	SENG	=	Associate/ Senior Engineer	UD1	= User Defined 1
SENV	=	Senior Environmental Scientist	ENG	=	Engineer	UD2	= User Defined 2
ENV	=	Environmental Scientist	SDES	=	Senior Designer/Technician	UD3	= User Defined 3
ADM	=	Administrative	DES	=	Designer/Technician		

Blended Rates Worksheet

STAFFING PLAN			
EMPLOYEE NAME	**CLASSIFICATION[1]**	**SALARY RATE**	**% ASSIGNED[2]**
Principal			
Joan Darling, PhD	PR	$57.09	100.0%
		Blended Rate:	$57.09
Senior Environmental Scientist			
Deanna Pulse	SENV	$34.90	100.0%
		Blended Rate:	$34.90
Environmental Scientist			
Caleb Pharris	ENV	$22.12	100.0%
		Blended Rate:	$22.12
Associate/ Senior Engineer			
Jeff McPeak, PE	SENG	$44.33	100.0%
		Blended Rate:	$44.33
Engineer			
Carl Harms	ENG	$25.56	100.0%
		Blended Rate:	$25.56
Senior Designer/Technician			
		Blended Rate:	
Designer/Technician			
Jordan Dommeier	DES	$21.48	100.0%
		Blended Rate:	$21.48
Administrative			
Lucinda Bugbee	ADM	$18.86	100.0%
		Blended Rate:	$18.86
		Blended Rate:	
		Blended Rate:	
		Blended Rate:	

[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 Engineering
Direct Expenses

Project Name: South 48th - Nebraska Highway 2, Lincoln
Project Number: LCLC-5239(9); City Project 702693
Control Number: 13253
Location (City, County): Lincoln, Lancaster, NE
Firm Name: Olsson Associates
Consultant Project Manager: Joan Darling
Phone/Email: 402-458-5926 jdarling@olssonassociates.com
LPA Responsible Charge: Kris Humphrey
Phone/Email: 402-326-1176 khumphrey@lincoln.ne.gov
NDOR Project Coordinator: Raitis Tigeris
Phone/Email: 402-479-3843 raitis.tigeris@nebraska.gov
Date: September 30, 2014

OLSSON ASSOCIATES

Subconsultants:	Quantity	Unit Cost	Amount
		Subtotal	

Printing and Reproduction:	Quantity	Unit Cost	Amount
Copies	100	$0.10	$10.00
		Subtotal	$10.00

Mileage/Travel:	Quantity	Unit Cost	Amount
Travel to site	10	$0.57	$5.70
		Subtotal	$5.70

Lodging/Meals:	Quantity	Unit Cost	Amount
		Subtotal	

Other Miscellaneous Costs:	Quantity	Unit Cost	Amount
Camera	0.5	$20.00	$10.00
GPS	0.5	$150.00	$75.00
		Subtotal	$85.00
TOTAL DIRECT EXPENSES			$100.70

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 Engineering Cost by Task

Project Name:	**South 48th - Nebraska Highway 2, Lincoln**
Project Number:	LCLC-5239(9); City Project 702693
Control Number:	13253
Location (City, County):	Lincoln, Lancaster, NE
Firm Name:	Olsson Associates
Consultant Project Manager:	Joan Darling
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Phone/Email:	402-326-1176 khumphrey@lincoln.ne.gov
NDOR Project Coordinator:	Raitis Tigeris
Phone/Email:	402-479-3843 rtigeris@nebraska.gov
Date:	September 30, 2014

Tasks	Total Hours	Direct Labor Cost	Overhead 170.67%	Fixed Fee 13.65%	Total Project Cost
For Engineering Services:					
1. Categorical Exclusion Document and Resource Reviews	115	$3,047.25	$5,200.74	$1,125.85	$9,373.84
2. Topographic Survey					
3. Preliminary Engineering					
4. Geotechnical Analysis					
5. Public Involvement	2	$44.24	$75.50	$16.34	$136.08
6. Project Management and QC	20	$881.67	$1,504.75	$325.75	$2,712.17
7. Progress Meetings					
Direct Expenses					$100.70
TOTAL	137	$3,973.16	$6,780.99	$1,467.94	$12,322.79

NEPA Categorical Exclusion and Preliminary Engineering Project Cost

Project Name:	**South 48th - Nebraska Highway 2, Lincoln**
Project Number:	LCLC-5239(9); City Project 702693
Control Number:	13253
Location (City, County):	Lincoln, Lancaster, NE
Firm Name:	Olsson Associates
Consultant Project Manager:	Joan Darling
Phone/Email:	402-458-5926 jdarling@olssonassociates.com
LPA Responsible Charge:	Kris Humphrey
Phone/Email:	402-326-1176 khumphrey@lincoln.ne.gov
NDOR Project Coordinator:	Raitis Tigeris
Phone/Email:	402-479-3843 raitis.tigeris@nebraska.gov
Date:	September 30, 2014

OLSSON ASSOCIATES

Direct Labor Costs:			
Personnel Classification	**Hours**	**Rate**	**Amount**
Principal	9	$57.09	$513.81
Senior Environmental Scientist	44	$34.90	$1,535.60
Environmental Scientist	53	$22.12	$1,172.36
Associate/ Senior Engineer	1	$44.33	$44.33
Engineer	16	$25.56	$408.96
Senior Designer/Technician			
Designer/Technician	13	$21.48	$279.24
Administrative	1	$18.86	$18.86
TOTALS	**137**		**$3,973.16**

Direct Expenses:	**Amount**
Subconsultants	
Printing and Reproduction Costs	$10.00
Mileage/Travel	$5.70
Lodging/ Meals	
Other Miscellaneous Costs	$85.00
TOTALS	**$100.70**

Total Project Costs:		**Amount**
Direct Labor Costs		$3,973.16
Overhead @	170.67%	$6,780.99
Total Labor Costs		$10,754.15
Fixed Fee @	13.65%	$1,467.94
Direct Expenses		$100.70
PROJECT COST		**$12,322.79**

FEES AND PAYMENTS

EXHIBIT "B"

A. **Payment Method.** Payment under this agreement will be made based on actual costs up to a Maximum-Not-To-Exceed amount of $12,322.79.

B. **Total Agreement Amount**. For performance of the services as outlined in this Agreement, the Consultant will be compensated for actual services performed up to a maximum amount of $12,322.79 in accordance with paragraph G of this section. The Consultant's compensation shall not exceed this maximum amount without prior written approval of the State.

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.roads.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 up to a Maximum-Not-To-Exceed amount identified in Paragraph A of this section. Actual costs include direct labor costs and direct non-labor costs.

(1) Direct Labor Costs is an individual's hours charged for the time they are working directly on the project multiplied by the individual's established hourly billing rate.

(a) Established Hourly Billing Rates: The established hourly billing rates shall be in accordance with Exhibit "A".

(b) 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. There must be an adequate system of internal controls in place to ensure that time charges are correct and have the appropriate supervisory approval.

(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.

I. **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.roads.nebraska.gov/gov-aff/lpa-guide-man.html#policies4. The invoices must present actual direct labor and actual direct non-labor costs for that period. The invoices must identify each employee by name and classification, the hours worked, and each individual's established 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.roads.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.

All invoice packages must be submitted electronically through State's invoice workflow system OnBase, for review, approval, and payment. The user guide for the OnBase system along with training videos can be found at http://vimeo.com/album/1798952.

J. **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.

K. **Final Invoice and Payment**. Upon completion of the work under this agreement, the Consultant shall submit their final invoice to the State identifying it as the final invoice. 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. 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.

L. **Agreement Close-Out**. After the Consultant submits their final invoice, the Consultant must complete and submit DR Form 39a – Notification of Completion Pre-letting Consultant Professional Services Notification of Completion. The form must be submitted electronically in accordance with the instructions on the form. DR Form 39a is available on the Department of Roads' website at http://www.roads.nebraska.gov/gov-aff/lpa-guide-man.html#forms4

M. **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.

N. **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.