

**LPA – CONSULTANT
PROFESSIONAL SERVICES AGREEMENT**

CITY OF LINCOLN
ALFRED BENESCH & COMPANY
PROJECT NO. HSIP-5253(1)
CONTROL NO. 13227
N. 66TH & FREMONT STREET SAFETY PROJECT
FINAL DESIGN SERVICES

THIS AGREEMENT, made and entered into by and between the City of Lincoln, hereinafter referred to as the "Local Public Agency" or "LPA", and Alfred Benesch & Company 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 Alfred Benesch & Company and any employees thereof, whose business and mailing address is 825 M 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.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: (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 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 final design for project HSIP-5253(1), 13227 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:

- LPA provided Consultant with a document describing the detailed proposed Scope of Services for this project
- Consultant made necessary and appropriate proposed additions, deletions, and revisions to LPA's detailed Scope of Services document
- 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:

- a. 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.
- b. 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.
- c. 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)

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 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 by February 29, 2016

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 \$4,816.88 and up to a maximum amount of \$35,758.90 for actual costs in accordance with Exhibit "A". The total agreement amount is \$40,575.78.

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

19.1 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.

19.2 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

- 25.1 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.
- 25.2 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.
- 25.3. 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.
- 25.4 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.

25.5 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.

25.6 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

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

As outlined in the 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:

27.1 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.

27.2 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:

- a. 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
- b. 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
- c. 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).

25.3 Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions. Paragraph a. below contains 10 instructions that consultant agrees to follow in making the certifications contained in paragraph b. below.

a. Instructions for Certification

1. By signing this agreement, the Consultant is providing the certification set out below.
2. 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.
3. 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.
4. 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.
5. 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.

6. 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.
7. 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.
8. 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.
9. 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.
10. 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.

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

1. By signing this agreement, the Consultant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b) 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;

- c) 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
- d) 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.
- e) 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 5th day of June, 2015.

ALFRED BENESCH & COMPANY
Anthony Dirks



Vice President

STATE OF NEBRASKA)
)ss.
LANCASTER COUNTY)

Subscribed and sworn to before me this _____ day of _____, 2015.

Notary Public

EXECUTED by the LPA this _____ day of _____, 2015.

CITY OF LINCOLN
Chris Beutler

Mayor

Subscribed and sworn to before me this _____ day of _____, 2015.

Clerk

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

Date

AGR-1

**SCOPE OF SERVICES
FINAL LIMITS OF CONSTRUCTION/FINAL DESIGN
PROJECT: HSIP-5253(1)
CONTROL NO.: 13227
LOCATION: N. 66th Street & Fremont Street – Lincoln, NE
TYPE OF WORK: Safety Project**

EXHIBIT A

PROJECT DESCRIPTION

The project will include a Right-of-Way Survey, Final Design and Right-of-Way Services to complete contract documents to construct a mini-roundabout at the intersection of N. 66th Street and Fremont Street in Lincoln Nebraska. The mini-roundabout was identified as the preferred project alternative during the NEPA process.

Existing drainage patterns will not be studied for this project. Minimal design effort is included to provide necessary connections to the existing system.

Typical utility coordination is included with this contract. Utility design effort is not included for this project.

LPA/NDOR TO PROVIDE OR COMPLETE

1. Sample plans on a similar project.
2. As-built plans of existing facility.
3. Projected 2040 Traffic Volumes
4. Five year of Crash Data including Crash Reports.
5. Electronic Aerial photos in TIF format.
6. NDOR Hydraulic Analysis Guidelines 2009.
7. Public Meeting brochure format and samples
8. Adjacent property ownership data.
9. Deeds for previous R.O.W. projects (including railroad maps, railroad leases and city plats, if applicable).
10. Control points, ties, and benchmark information.
11. Right-of-way plans, plats and/or maps.
12. LIDAR DTM (DAT or TIN) on DVD.
13. Wetland delineation and mitigation area design parameters.
14. Information available on the Department's website (www.dor.state.ne.us)
 - a. Geopak downloads (includes criteria files)
 - b. CADD Policy
 - 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/roadwaydesign/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.htm#bopp>).
 - s. NDOR ROW Manual.

Project No.: HSIP-5253(1)

Control No.: 13227

Location: N. 66th Street & Fremont Street – Lincoln, NE

Final Limits of Construction/Final Design

- t. NDOR Hydraulic Analysis Guidelines, 2009
- u. NDOR Consultant Manual.
- 15. NDOR survey manual.
- 16. Survey traffic control policy.
- 17. Traffic safety signs (survey/inspection).
- 18. Information on USC and GS and/or USGS bench marks.
- 19. USGS Quad map(s) for the project.
- 20. State Plane Coordinate Manual.
- 21. NDOR Policy for Accommodating Utilities on Highway Right-of-Way.
- 22. Names of known utilities, addresses and permits listing use and occupancy permit data.
- 23. Traffic Study Traffic Engineering Recommendations.
- 24. Pavement Design
- 25. Title Research

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 2004 (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>

Project No.: HSIP-5253(1)

Control No.: 13227

Location: N. 66th Street & Fremont Street – Lincoln, NE

Final Limits of Construction/Final Design

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. Roundabouts: Informational Guide Publication No. FHWA RD-00-067.
36. Rules & Regulations for Highway Rail Grade Crossings.
37. American Railway Engineering and Maintenance of Way Association (AREMA) Manual.
38. Accessible Public Rights of Way Guide, July 2007).
39. Americans with Disabilities Act (ADA).
40. Americans with Disabilities Act Accessibility Guidelines.
41. AASHTO Roadway Design Publication.
42. AASHTO Guide for the Development of Bicycle Facilities 1999.
43. TRB Designing Safer Roads Practices for Resurfacing, Restoration and Rehabilitation 1987. Report 214 (for 3R projects only).
44. U.S. Geological Survey National Mapping Program Standard for Digital Ortho-photos (Release 12/96).
45. LPD Guidelines Manual for Federal Aid Projects.

* If discrepancies occur between these publications, Consultant shall get a decision from the NDOR Project Coordinator.

TASK 1 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.

TASK 2 GENERAL PROJECT MEETINGS

a. Review Meeting (1)

The Consultant will schedule and attend a review meeting to receive the RC's review comments from the final limits of construction submittal.

TASK 3 RIGHT OF WAY SURVEY

a. 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.

Project No.: HSIP-5253(1)
 Control No.: 13227
 Location: N. 66th Street & Fremont Street – Lincoln, NE
 Final Limits of Construction/Final Design

TASK 4 UTILITY COORDINATION

a. **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.

b. **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.

TASK 5 PUBLIC INVOLVEMENT

a. **Stakeholder Meetings (4 Individual Stakeholder Meetings)**

The Consultant will schedule, arrange, and facilitate four (4) individual stakeholder meetings. The Consultant will draft invitation letters for each stakeholder for review by the RC.

During the stakeholder meetings, LPA staff and the Consultant will be available to answer questions and receive each stakeholder's comments. The Consultant will prepare a written summation of the oral and potential written comments received from the stakeholders. The Consultant shall provide any necessary follow-up.

b. **Website / Newsletter / Informational Materials**

The Consultant will develop and maintain a web site for this project. The web site can reside on the Consultant's web page, but must be linked to the City of Lincoln's web page and must adhere to the City's standards in regards to content and appearance. The Consultant shall review and update the web site at a minimum on a monthly basis. The web site shall be functional within three weeks of notice to proceed.

The Consultant will develop and reproduce one (1) newsletter throughout the course of the project. Newsletter shall be mailed to all project stakeholders and posted to the 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.

TASK 6 FINAL LIMITS OF CONSTRUCTION DESIGN

a. **Title Sheet**

Sheet will show updates that reflect project changes.

b. **Typical Section Sheets**

Sheet will show updates that reflect project changes.

c. **Aerial Photo Sheets/Wetland Sheets (2A/2W)**

Sheet will show updates that reflect project changes.

d. **Horizontal/Vertical Control Sheets (2H)**

Sheets will show the horizontal and vertical control points and ties.

e. **General Notes Sheet (2N)**

General notes show or note design details unique to the project.

f. **Construction Phasing Plans (2P)**

Project No.: HSIP-5253(1)

Control No.: 13227

Location: N. 66th Street & Fremont Street – Lincoln, NE

Final Limits of Construction/Final Design

The Consultant shall develop a detour plan for routing traffic around the closed intersection during construction.

- g. Geometric Sheets (2L)
Geometric sheets will show stations and offsets or coordinate points of the geometric points needed to construct the roadway.
- h. Joint and Grades (2L)
Sheets will show joints and top of slab elevations. The grades will be shown at even 25' intervals or where needed for plan clarity.
- i. Construction/Drainage 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. These sheets shall also include build notes for minor adjustments to any City owned water or sanitary sewer lines.
- j. 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.
- k. Sediment and Erosion Control Sheets (2L)
Sediment and erosion control plan sheets will be developed using best management practices.
- l. Traffic Control Sheets (2L)
The Consultant shall prepare traffic control sheets showing proposed temporary traffic control during construction.
- m. Permanent Pavement Marking & Signing (2L)
The Consultant shall prepare pavement marking & signing plan sheets showing pavement marking and signage layouts.
- n. Proposed Contours (2L)
Sheet to show the proposed contours / grading at the intersection only, if applicable.
- o. Plan and Profile Sheets
Plans 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
 - North Arrow / Scale
 - Elevations of the existing roadway along centerline and finished grade elevations.
 - Limits of Construction
 - Improvements to intersections and drives
 - Sidewalk construction (ADA Compliant)
 - Existing right of way
- p. 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). Lighting design and special plans for wiring, poles, and bases will be provided by LES. The consultant will draft the wiring design into the sheets for lighting on all four (4) corners of the intersection.
- q. Storm Drainage Cross Sections
These plans will include existing and proposed drainage structures with surface, invert elevations, slopes and build notes.
- r. Roadway Cross Sections
These plans are to show the existing and proposed roadway cross-section, stationing, grade elevations, the location of the right of way, easements and utilities.
- s. Summary of Quantities

Project No.: HSIP-5253(1)
Control No.: 13227
Location: N. 66th Street & Fremont Street – Lincoln, NE
Final Limits of Construction/Final Design

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 2 (DR 342 & 343E) Status 45 Post LOC Plans

i. Final Limits of Construction Plans (90%)

- Final limits of construction plans incorporate review comments, pavement determination documentation and needed revisions identified during the plan in hand and serves as a final check of the design (90% complete).

Understandings and Assumptions for the final limits of construction design tasks:

- The Consultant will prepare project base files and plan sheets in accordance with the NDOR CADD standards.
- The Consultant shall prepare final limits of construction plans (90% and submit two (2) sets to the LPA three weeks prior to schedule date along with preliminary quantities with the appropriate forms filled out. This information shall also be provided electronically in a PDF format. 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, wetland impacts, R.O.W. information (ownerships), and final L.O.C.'s.
- 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

TASK 7 FINAL DESIGN

a. Final Plans (100%)

The final design begins after the final limits of construction plans and ends with the submittal of the final design plans. Final plans are considered 100% complete; the remaining effort would be any revisions resulting from right of way negotiations. 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>).

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.

b. 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, Functional Engineering, Final Engineering, Right-of-Way Costs, Utility Relocations and Construction Engineering.

c. Final PS&E Submittal

Upon incorporating review comments into the plan set and special provisions, the Consultant shall prepare and submit all drawings, 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), individual quantity sheets, sealed drawings and special provisions.

d. Special Provisions

The Consultant shall draft any special provisions necessary for the contract documents including a prosecution and progress; status of right-of-way; and status of utilities.

TASK 8 RIGHT-OF-WAY

a. Ownership Plans

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

Project No.: HSIP-5253(1)

Control No.: 13227

Location: N. 66th Street & Fremont Street – Lincoln, NE

Final Limits of Construction/Final Design

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 place the current ownership names and locations with the property lines labeled on the plans. The Consultant shall assume 4 ownerships.

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.

Label all existing ROW and easements with station and offsets. Station and offsets will also be placed at points where the existing ROW and easements intersect with property lines, lot-lines, section lines, quarter section lines, etc.

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.

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.

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.

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.

b. 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.

The Consultant shall design the new R.O.W. according to these general guidelines:

- Thirteen (13) feet behind the back of curb in urban areas or lateral obstacle clear zone, whichever is greater, with permanent easements (P.E.) and/or temporary easements (T.E.) considered beyond the thirteen (13) foot distance.
- Design ROW station break to nearest +05 station and offset to nearest five (5) feet based on project centerline to be used.

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

Project No.: HSIP-5253(1)

Control No.: 13227

Location: N. 86th Street & Fremont Street – Lincoln, NE

Final Limits of Construction/Final Design

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 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 plans must include the following:

- One set of plans (as described in project plans format).
- The legal descriptions. The Consultant shall provide the descriptions to the State in ASCII format.
- The Title Research performed by the LPA with Tract Numbers labeled as "Tract Number" or "Not Needed" along the bottom of the form provided by the State.
- 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:

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

c. Appraisal Plans

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 are also shown on the plans.

This task includes the effort for creating and submitting the ROW staking report for all permanent easements, temporary easements. Hard copy and electronic copy will be delivered.

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.

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.

d. Negotiation Plans

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.

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.

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>

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

e. **PS&E Right-of-Way 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 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 a right of way design PS&E Checklist, marking each relevant plan check items.

f. **Right-of-Way Estimate**

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.

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

- Roadway design feature file (construction items, pavement edges, etc.).
- LIDAR DTM file (DAT or TIN).
- All Deed and Title Research
- Previous R.O.W. projects (including railroad maps, railroad leases and city plats, if applicable).
- Additional Title Research and property titles, if titles are updated by appraisers/negotiators.
- Aerial photos in .TIF format (digital ortho).
- Prepare R.O.W. contracts.
- Access control decisions list.
- Information Available on the NDOR Website (www.transportation.nebraska.gov)
- City would be responsible for appraising and negotiating with the property owner(s) and filing the deeds with the County.

Applicable Publications

- Evidencing Nebraska Land Titles (Nebraska Land Title Association)
- Right of Way Design Consultant Manual (<http://www.transportation.nebraska.gov/roway/pdfs/des-consult/row-des-cons-man.pdf>).
- Right of Way Manual (<http://www.transportation.nebraska.gov/roway/doc-pub.htm#rowmanual>).
- NDOR Policy for Accommodating Utilities on State Highway Right-of-Way.
- NDOR Publication "So You Want Access to the Highway."
- Federal Highway Administration 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federally Assisted Programs.
- 2010 Highway Capacity Manual

Project No.: HSIP-5253(1)

Control No.: 13227

Location: N. 66th Street & Fremont Street – Lincoln, NE

Final Limits of Construction/Final Design

- 2009 Manual on Uniform Control Devices

TASK 9 QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)

a. **QA/QC**

The Consultant will provide a quality review before the final limits of construction submittal. As part of this task, a copy of their QA/QC plan shall be provided to the RC at the start of the project. The Consultant will also 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.

TASK 10 CONSTRUCTION PHASE (TO BE ADDED BY SUPPLEMENTAL AGREEMENT)

Construction Phase services are not included with this scope of service, but can be provided, by supplemental agreement, if requested by the RC.

Project No.: HSIP-5253(1)
Control No.: 13227
Location: N. 66th Street & Fremont Street – Lincoln, NE
Final Limits of Construction/Final Design

SHEET COUNT

Sheet Name	Sheet No.	Scale*	No. of Sheets	Plan-in-Hand 30%	Functional Plans 60%	Final 90%	Final PS&E 100%
Preliminary Title Sheet	1	N.T.S	1		X	X	X
Title Sheet	Prepared by NDOR						
Typical Cross-Section Sheets	2-T	N.T.S	1		X	X	X
Summary of Quantities Sheet	Prepared by NDOR						
Summary of Soil and Materials Information	2-K	N.T.S	N/A		N/A	N/A	N/A
Aerial Photo \ Wetland Sheets	2-A / 2-W	1" = 50'	1		X	X	X
Horizontal/Vertical Control Sheets	2-H	N.T.S	1		X	X	X
General Notes Sheet	2-N	N.T.S	1		X	X	X
Construction Phasing Plans	2-P	1" = 50'	2		X	X	X
Geometric Sheets	2-L	1" = 20'	1		X	X	X
Joints and Grades Sheets	2-L	1" = 20'	2		X	X	X
Construction \ Drainage Sheets	2-L	1" = 20'	1		X	X	X
Removal Sheets	2-L	1" = 20'	1		X	X	X
Sediment and Erosion Control Sheets	2-L	1" = 20'	1		X	X	X
Proposed Contour Sheets	2-L	1" = 20'	1		X	X	X
Roadway Plan and Profile Sheets	3+	1" = 100'	2		X	X	X
Traffic Control Sheets	3+	1" = 50'	5		X	X	X
Pavement Marking & Signing Sheets	3+	1" = 50'	1		X	X	X
Lighting Plan Sheets	3+	1" = 50'	1		X	X	X
Earthwork Data Sheets	3+	N.T.S	N/A		N/A	N/A	N/A
Storm Drainage Sections	3+	1" = 10'	1		X	X	X
Box Culvert Special Plan	3+	N.T.S.	N/A		N/A	N/A	N/A
Additional Special Plans	Prepared by NDOR						
Right of Way Title Sheet	R-1	N.T.S	N/A		N/A	N/A	N/A
Right of Way Summary Sheet	R-2	N.T.S	1		X	X	X
Right-of-Way Plans	R-	1" = 20'	1		X	X	X
Roadway Cross-Section Sheets	X-	1" = 10'	10		X	X	X
* Note: Scale is for a full size plot							

GENERAL INFORMATION

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

1. Technical memos for all pertinent meetings
2. Meeting minutes from all meetings
3. Miscellaneous correspondence and information related to the project
4. Summary of quantities
5. 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.

6

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 (See Sheet 2). 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 State's CADD drafting procedures and guidelines in preparing the project plans.
 - 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:

Project No.: HSIP-5253(1)

Control No.: 13227

Location: N. 66th Street & Fremont Street - Lincoln, NE

Final Limits of Construction/Final Design

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.

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).
 - 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. Indicate railroad right-of-way and highway right-of-way on cross-sections.
 - n. Plot the right-of-way and easements on each cross section.
 - o. Label the cut and fill quantities for each section.

ANTICIPATED SCHEDULE

- | | |
|---|----------------------------|
| 1. Notice to proceed | week of June 22, 2015 |
| 2. Final LOCs Submittal/90% Plans Submittal | week of August 24, 2015 |
| 3. Review Meeting | week of September 14, 2015 |
| 4. Stakeholder Meetings | week of September 21, 2015 |
| 5. Final Submittal/100% Plans Submittal | week of October 5, 2015 |
| 6. Draft PS&E Submittal | week of |
| 7. PS&E Submittal | week of January 11, 2016 |
| 8. Right of Way Acquisition (Final Purchase Accepted) | week of February 29, 2016 |

Note: Consultant evaluation using DR 54 Form will be completed to correspond to major milestone deliverables noted in previous sections of this Scope of Services.

Craig E. Aldridge

05/11/15

Project No.: HSIP-5253(1)
 Control No.: 13227
 Location: N. 66th Street & Fremont Street – Lincoln, NE
 Final Limits of Construction/Final Design

Final Limits of Construction/Final Design Final Hours

Project Name: N 60th & Fremont Street Safety Project
 Project Number: HSIP-5253(1)
 Control Number: 13227
 Location (City, County): Lincoln, Lancaster
 Firm Name: Alfred Benesch & Company
 Consultant Project Manager: Anthony Dirks
 Phone/Email: W (402) 479-2200 C (402) 429-5578 / adirks@benesch.com
 LPA Responsible Charge: Craig Aldridge
 Phone/Email: 402-416-5349 / caldrige@lincoln.ne.gov
 NDOR Project Coordinator: Ratis Tjens
 Phone/Email: 402-479-3843 / ratis.tjens@nebraska.gov
 Date: May 8, 2015

TASKS	PERSONNEL CLASSIFICATIONS**											Total
	PM	SR ENG	ENG	DES	SR ENV	ENV	PI	SCC	S TECH	GT	CLER	
Final Limits of Construction/Final Design												
1. Project Management												
a	Project Management	26										26
b	Coordination with Others		1		3							4
2. General Project Meetings												
a	Review Meeting	1	3									4
3. Right of Way Survey												
a	Right of Way Survey		3					56	24			83
4. Utility Coordination												
a	Utility Location / Verification			3								3
b	Utility Plan Submittals				2							2
5. Public Involvement												
a	Stakeholder Meetings (4)	8	16									24
b	Website / Information Materials						6					6
12. Functional Design (To be added with amendment)												
a	Title Sheet				1							1
b	Typical Section Sheets				1							1
c	Aerial Photo Sheets/Wetland Sheets (2A/2W)				1							1
d	Horizontal/Vertical Control Sheets (2H)				1							1
e	General Notes Sheet (2N)				2							2
f	Construction Phasing Plans (2P)		1	4	12							17
g	Geometric Sheets (2L)		1		8							9
h	Joint and Grades (2L)		2	4	12							18
i	Construction/Drainage Sheets (2L)			1	3							4
j	Removal Sheets (2L)				2							2
k	Sediment and Erosion Control Sheets (2L)			2	4							6
l	Traffic Control Sheets (2L)		4	8	16							28
m	Permanent Pavement Marking & Signing (2L)			2	4							6
n	Proposed Contours (2L)			4	4							8
o	Plan and Profile Sheets (3+)				3							3
p	Lighting Plan Sheets			1	6							7
q	Storm Drainage Cross Sections				1							1
r	Roadway Cross Sections			1	6							7
s	Summary of Quantities		1	2	6							9
t	Final Limits of Construction Plans		1	4	8							13
7. Final Design												
a	Final Plans		4	4	12							20
b	Draft PS&E		4		10							14
c	Final PS&E		2		12							14
d	Special Provisions		2	8								10
8. Right-of-Way												
a	Ownership Plans				2							2
b	Design		1	12				10				23
c	Appraisal Plans			2	4			5				11
d	Negotiation Plans		1		4			3				8
e	PS&E Right-of-Way Plans		1		3							4
f	Right-of-Way Estimates		1	4								5
9. Quality Assurance / Quality Control												
a	Quality Assurance / Quality Control		8									8
10. Construction Plans (To be added with Amendment)												
Total Hours		35	67	87	140			6	74	24		413
Total Days (8 hrs)		4.4	7.1	8.4	15.5			0.6	9.3	3.0		51.6

CLASSIFICATIONS**
 PM Project Manager
 SR ENG Senior Engineer
 ENG Engineer
 DES Designer / Technician
 SR ENV Senior Environmental Scientist
 ENV Environmental Scientist
 PI Public Involvement Coordinator
 SCC Survey Crew Chief
 S TECH Survey Technician
 GT Geotechnical Technician
 CLER Clerical

Final Limits of Construction/Final Design Labor Rates

Project Name:	N 68th & Fremont Street Safety Project
Project Number:	HSP-5263(1)
Control Number:	13227
Location (City, County):	Lincoln, Lancaster
Firm Name:	Alfred Benesch & Company
Consultant Project Manager:	Anthony Dirks
Phone/Email:	W (402) 479-2200 C. (402) 429-5578 / adirks@benesch.com
LPA Responsible Charge:	Craig Aldridge
Phone/Email:	402-416-5349 / caldridge@lincoln.ne.gov
NDOR Project Coordinator:	Raibe Tigens
Phone/Email:	402-479-3843 / raibe.tigens@nebraska.gov
Date:	May 8, 2015

Labor Costs:		Hours	Blended Rate	Amount
Code	Classification Title			
PM	Project Manager	18	\$56.00	\$1,008.00
SR ENG	Senior Engineer	79	\$45.20	\$3,570.80
ENG	Engineer	121	\$37.20	\$4,501.20
DES	Designer / Technician	171	\$26.20	\$4,480.20
SR ENV	Senior Environmental Scientist			
ENV	Environmental Scientist			
PI	Public Involvement Coordinator	16	\$31.80	\$508.80
SCC	Survey Crew Chief	16	\$26.90	\$430.40
S TECH	Survey Technician	40	\$19.30	\$772.00
GT	Geotechnical Technician			
CLER	Clerical			
TOTALS		461		\$15,271.40

Overhead Rate: 159.91%
Fixed Fee: 13.65%

Blended Rates Worksheet

STAFFING PLAN		
EMPLOYEE NAME	SALARY RATE	% ASSIGNED
Project Manager		
Anthony Dirks	\$56.00	100.0%
		\$56.00
Senior Engineer		
Steve Irons	\$45.20	100.0%
		\$45.20
Engineer		
Nate Hanquist	\$37.20	100.0%
		\$37.20
Designer / Technician		
Rich Bishop	\$26.20	100.0%
		\$26.20
Senior Environmental Scientist		
		100.0%
Environmental Scientist		
		50.0%
		30.0%
		20.0%
Public Involvement Coordinator		
Stephanie Rittershaus	\$31.80	100.0%
		\$31.80
Survey Crew Chief		
John Egger	\$26.90	100.0%
		\$26.90
Survey Technician		
Joe Haas	\$19.30	100.0%
		\$19.30
Geotechnical Technician		
Clerical		

Final Limits of Construction/Final Design Direct Expenses

Project Name:	N 66th & Fremont Street Safety Project
Project Number:	HSP-5253(1)
Control Number:	13227
Location (City, County):	Lincoln, Lancaster
Firm Name:	Alfred Benesch & Company
Consultant Project Manager:	Anthony Dirks
Phone/Email:	W. (402) 479-2200 C: (402) 429-5578 / adirks@benesch.com
LPA Responsible Charge:	Craig Aldridge
Phone/Email:	402-416-5349 / caldridge@lincoln.ne.gov
NDOR Project Coordinator:	Raitis Tigeris
Phone/Email:	402-479-3843 / raitis.tigeris@nebraska.gov
Date:	May 8, 2015

Subconsultants:	Quantity	Unit Cost	Amount
Subtotal			

Printing and Reproduction:	Quantity	Unit Cost	Amount
50 - 34"x22" plan sheets plotted 2 times	100	\$1.50	\$150.00
50 - 11"x17" half size plan sheets plotted 10 times	500	\$0.08	\$40.00
2 displays, 24"x36"	12.00	\$1.70	\$20.40
250 black & white copies	250	\$0.08	\$20.00
50 color copies	50	\$0.20	\$10.00
Subtotal			\$240.40

Mileage/Travel:	Quantity	Unit Cost	Amount
Survey Vehicle Days	2	\$65.00	\$130.00
Subtotal			\$130.00

Lodging/Meals:	Quantity	Unit Cost	Amount
Subtotal			

Other Miscellaneous Costs:	Quantity	Unit Cost	Amount
Miscellaneous Postage, Mailing, Deliveries Etc.	1	\$100.00	\$100.00
Subtotal			\$100.00
TOTAL DIRECT EXPENSES			\$470.40

Final Limits of Construction/Final Design Cost by Task

Project Name:	N 66th & Fremont Street Safety Project
Project Number:	HSIP-5253(1)
Control Number:	13227
Location (City, County):	Lincoln, Lancaster
Firm Name:	Alfred Benesch & Company
Consultant Project Manager:	Anthony Darks
Phone/Email:	W (402) 479-2200 C (402) 479-5578 / adarks@benesch.com
LPA Responsible Charge:	Craig Aldridge
Phone/Email:	402-416-5348 / caldridge@lincoln.ne.gov
NDOR Project Coordinator:	Raitis Igenis
Phone/Email:	402-479-3843 / raitis.igenis@nebraska.gov
Date:	May 8, 2015

Tasks	Total Hours	Direct Labor Cost	Overhead 139.91%	Fixed Fee 13.83%	Total Project Cost
Final Limits of Construction/Final Design					
1. Project Management	30	\$1,579.80	\$2,526.26	\$560.48	\$4,666.54
2. General Project Meetings	4	\$191.60	\$306.39	\$67.98	\$565.97
3. Right of Way Survey	83	\$2,105.20	\$3,366.43	\$746.88	\$6,218.51
4. Utility Coordination	5	\$164.00	\$262.25	\$58.18	\$484.43
5. Public Involvement	30	\$1,362.00	\$2,177.97	\$483.21	\$4,023.18
6. Final Limits of Construction Design	141	\$4,258.20	\$6,809.29	\$1,510.71	\$12,578.20
7. Final Design	58	\$1,879.60	\$3,005.67	\$666.84	\$5,552.11
8. Right-of-Way	53	\$1,675.20	\$2,678.81	\$594.32	\$4,948.33
9. Quality Assurance / Quality Control	8	\$361.60	\$578.23	\$128.29	\$1,068.12
10. Construction Phase (To be added with Amendment)					
Direct Expenses					\$470.40
TOTAL	412	\$19,877.20	\$21,711.30	\$4,816.89	\$46,575.79

Final Limits of Construction/Final Design Project Cost

Project Name: N 66th & Fremont Street Safety Project
Project Number: HSIP-5253(1)
Control Number: 13227
Location (City, County): Lincoln, Lancaster
Firm Name: Alfred Benesch & Company
Consultant Project Manager: Anthony Dirks
Phone/Email: W: (402) 479-2200 C: (402) 429-5578 / adirks@benesch.com
LPA Responsible Charge: Craig Aldridge
Phone/Email: 402-416-5349 / caldridge@lincoln.ne.gov
NDOR Project Coordinator: Raitis Tigeris
Phone/Email: 402-479-3843 / raitis.tigeris@nebraska.gov
Date: May 8, 2015

Direct Labor Costs:	Hours	Rate	Amount
Personnel Classification			
Project Manager	35	\$56.00	\$1,960.00
Senior Engineer	57	\$45.20	\$2,576.40
Engineer	67	\$37.20	\$2,492.40
Designer / Technician	149	\$26.20	\$3,903.80
Senior Environmental Scientist			
Environmental Scientist			
Public Involvement Coordinator	6	\$31.80	\$190.80
Survey Crew Chief	74	\$26.90	\$1,990.60
Survey Technician	24	\$19.30	\$463.20
Geotechnical Technician			
Clerical			
TOTALS	412		\$13,577.20

Direct Expenses:	Amount
Subconsultants	
Printing and Reproduction Costs	\$240.40
Mileage/Travel	\$130.00
Lodging/ Meals	
Other Miscellaneous Costs	\$100.00
TOTALS	\$470.40

Total Project Costs:	Amount
Direct Labor Costs	\$13,577.20
Overhead @ 159.91%	\$21,711.30
Total Labor Costs	\$35,288.50
Fixed Fee @ 13.65%	\$4,816.88
Direct Expenses	\$470.40
PROJECT COST	\$40,575.78

Craig E. Aldridge

05/11/15

Consultant Independent Cost Estimate for CN 13147
Project Cost

FEES AND PAYMENTS

EXHIBIT "B"

1. **Payment Method.**

Payment under this Agreement will be made based on Actual Costs plus a Fixed Fee for profit.

2. **Total Agreement Amount.**

For performance of the Services as specified in this Agreement, Consultant will be paid a fixed-fee-for-profit of \$4,816.88 and up to a maximum amount of \$35,758.90 for actual costs in accordance with Section 7. Payment. The total agreement amount is \$40,575.78. Consultant's compensation shall not exceed this maximum amount without prior written approval of the LPA.

3. **Ineligible Costs.**

LPA is not responsible for costs incurred prior to the Notice-to-Proceed date or after the completion deadline date set out in SECTION 9. NOTICE TO PROCEED AND COMPLETION section of this Agreement or as approved in writing by LPA.

4. **Federal Cost Principles.**

For performance of Services as specified in this Agreement, 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).

5. **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.

6. 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.

7. 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. An explanation why Consultant believes that the proposed services are not within the original scope of services and additional work effort is therefore required
- c. An 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:

- a. That the additional work is beyond the scope of services initially negotiated with Consultant; and
- b. That the proposed services are within the scope of the Request for Proposal under which Consultant was selected and contract entered into; and
- c. 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:

- a. 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.

8. **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 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/portals/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 total daily meal costs must not exceed the GSA rates set out above.

Consultant shall give State the benefit of all meal or lodging discounts.

Consultant may submit meal receipts or billings itemizing all direct non-labor costs claimed for work under this agreement, and all supporting reports or invoices.

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.

9. **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 "13.65%". 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.

10. **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, Subconsultant costs and other direct non-labor costs, and actual overhead 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.

For Subconsultant services, the invoice must include the same supporting documentation. 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, the following:

1. A description of the Services completed for that period
2. A description of the Services anticipated for the next pay period
3. Information needed from LPA
4. Percent of Services 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. OnBase information, user guide, and instructional videos are available at <http://www.transportation.nebraska.gov/mat-n-tests/onbase/obinfo.html>.

11. **Progress Payments.** State, on behalf of LPA, will pay Consultant upon receipt of Consultant's invoices and determination by LPA and State that the invoice and progress report adequately substantiate the Services provided, and the Services were completed in accordance with this Agreement. Payments will not be made if the monthly progress reports do not provide adequate substantiation for the Services or LPA or State determines that the Services have not been properly completed. State, on behalf of the LPA, will make a reasonable effort to pay Consultant within thirty (30) days of receipt of the Consultant's invoices.
12. **Final Invoice and Payment.** Upon completion of the Services under this Agreement, Consultant shall submit their final invoice to the LPA. 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, it should be reflected on the final invoice. If a particular year's actual overhead has not yet been computed or approved by State, the most recent year's accepted rate should be applied.

Upon receipt of final invoice and determination by LPA and State that the invoice and progress report adequately substantiate the Services provided and the Services were completed in accordance with this Agreement, State, on behalf of LPA, will pay Consultant. The acceptance by Consultant of the final payment will constitute and operate as a release to LPA and State for all claims and liability to 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.

13. **Agreement Close-Out.** Upon submitting its final invoice, the Consultant must complete and submit to the LPA DR Form 39a –Notification of Completion Pre-letting Consultant Professional Services. 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/tpa-guide-man.htm#forms4>
14. **Audit and Final Cost Adjustment.** Upon LPA and State's determination that Consultant has completed Services under this Agreement State, or its authorized representative, may complete an audit review of the payments made under this Agreement on behalf of LPA. The Parties understand that the audit may require an adjustment of the payments made under this agreement. Consultant agrees to reimburse State for any overpayments identified in the audit review, and State agrees to pay Consultant for any identified underpayments.
15. **Consultant Cost Record Retention.** 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 State. Such materials must be available for inspection by LPA, State, FHWA, or any authorized representative of the federal government, and when requested, Consultant shall furnish copies.

A. 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:

B. General Liability –

- (1) Limits of at least:
 - a. \$ 1,000,000 Per Occurrence
 - b. \$ 2,000,000 General Aggregate
 - c. \$ 2,000,000 Completed Operations Aggregate (if applicable)
 - d. \$ 1,000,000 Personal/Advertising Injury
- (2) Consultant shall be responsible for the payment of any deductibles.
- (3) Coverage shall be provided by a standard form Commercial General Liability Policy covering bodily injury, property damage including loss of use, and personal injury.
- (4) General Aggregate to apply on a Per Project Basis.
- (5) 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.
- (6) 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.
- (7) Contractual liability coverage shall be on a broad form basis and shall not be amended by any limiting endorsements.
- (8) If work is being done near a railroad track, the 50' railroad right of way exclusion must be deleted.
- (9) 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 (5) years after final acceptance and payment.
- (10) 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.")

C. Pollution Coverage –

- (1) 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 \$1,000,000 per occurrence or claim, and \$1,000,000 aggregate.
- (2) 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.

D. Automobile Liability –

- (1) Limits of at least:
 - a. \$ 1,000,000 CSL Per Accident
- (2) Coverage shall apply to all Owned, Hired, and Non-Owned Autos.

E. Workers' Compensation –

- (1) Limits: Statutory coverage for the State where the project is located.
- (2) Employer's Liability limits:
 - a. \$100,000 Each Accident
 - b. \$100,000 Disease – Per Person
 - c. \$500,000 Disease – Policy Limit
- (3) Consultant agrees to waive its rights of recovery against the LPA. Waiver of Subrogation in favor of the LPA must be added to, or included in, the policy

F. Professional Liability –

- (1) Limits of at least:
 - a. \$ 1,000,000 Per Claim
 - b. \$ 1,000,000 Annual Aggregate
- (2) Coverage shall be provided for three years after work/project completion.

G. Electronic Data and Valuable Papers –

- (1) Limits of at least:
 - a. \$100,000 Electronic Data Processing Data and Media
 - b. \$25,000 Valuable Papers

H. Umbrella/Excess –

- (1) Limits of at least:
 - a. \$ 1,000,000 Per Occurrence
 - b. \$ 1,000,000 Annual Aggregate
- (2) Policy shall provide liability coverage in excess of the specified Employers Liability, Commercial General Liability and Auto Liability.
- (3) The LPA shall be an "Additional Insured".
- (4) Consultant agrees to waive its rights of recovery against the LPA. Waiver of subrogation in favor of the LPA shall be provided.

I. Additional Requirements –

- (1) 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.
- (2) 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).
- (3) For so long as insurance coverage is required under this agreement, the Consultant shall notify the LPA and 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 State by mail to the address listed below (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

EXHIBIT "C"
INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICE PROVIDORS (LPA PROJECTS)

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

- (4) 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.
- (5) 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.
- (6) 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.