

**RESOLUTION NUMBER 7757**

**WHEREAS**, the City of Beatrice is developing a transportation project for which it intends to obtain Federal funds; and

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

**WHEREAS**, the City of Beatrice and JEO Consulting Group, Inc., wish to enter into a Professional Services Agreement to provide Preliminary Engineering Services for the Federal-aid project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BEATRICE, NEBRASKA:

**SECTION 1.** That the Mayor is hereby authorized to execute the Preliminary Engineering Services Agreement between the City of Beatrice and JEO Consulting Group, Inc., for:

NDOT Project Number: DPS-34(46)

NDOT Control Number: 13608

NDOT Project Description: Beatrice Court Street Access and Safety Transformation  
("CAST") Initiative

A copy of said Agreement, marked as Exhibit "A", is attached hereto and incorporated by reference.

**SECTION 2.** That all resolutions or parts of resolutions in conflict herewith are hereby repealed.


RESOLUTION PASSED AND ADOPTED this 6<sup>th</sup> day of April, 2026.

Attest:



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Erin Saathoff, MMC, City Clerk



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Robert Morgan, Mayor

Agreement No.	BK2608
NTP Date	2/23/2026
Agreement Amount	CPFF \$1,121,352.84

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**PROFESSIONAL SERVICES AGREEMENT**  
**LPA PROJECTS**  
**PRELIMINARY ENGINEERING SERVICES**

CITY OF BEATRICE  
JEO CONSULTING GROUP, INC.  
PROJECT NO. DPS-34(46)  
CONTROL NO. 13608  
BEATRICE COURT STREET ACCESS & SAFETY  
TRANSFORMATION (CAST) INITIATIVE

**THIS AGREEMENT** is between the City of Beatrice ("LPA") and JEO Consulting Group, Inc. ("Consultant"), collectively referred to as the "Parties".

**WITNESSETH**

**WHEREAS**, "State" means the Nebraska Department of Transportation in Lincoln, Nebraska, its Director, or authorized representative. The State will act as an agent of LPA and will represent the interests of the United States Department of Transportation in the development and construction of such LPA's project when State is managing the project on behalf of the LPA, and

**WHEREAS**, "LPA" for this Agreement means City of Beatrice who has jurisdictional responsibility over the transportation facility that will be the subject of this Agreement with Consultant. In this Agreement, LPA may also be used to refer to all Local Public Agencies, collectively. 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

**WHEREAS**, State is authorized by state law to assist Nebraska Local Public Agencies, hereinafter referred to as LPA or LPAs, with obtaining and expending federal funds for local transportation projects, and

**WHEREAS**, State is presently assisting LPAs in the development of Federal-aid LPA transportation projects for local streets, roads and facilities, and

**WHEREAS**, LPA desires that this project be developed and constructed under the designation of Project No. DPS-34(46) and formally authorizes the signing of this Agreement by the Mayor, as evidenced by the Resolution of LPA dated 16th day of April, 2024, attached as Exhibit "F" and incorporated herein by this reference, and

**WHEREAS**, LPA used a qualification-based selection process to select Consultant to provide Preliminary Engineering services, hereinafter referred to as "Services", and

**WHEREAS**, 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**, LPA and Consultant wish to enter into this Agreement to specify the duties and obligations of the Parties for the Services described herein, and

**WHEREAS**, Consultant is willing to perform 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 project

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related program requirements, so that Consultant's costs under this Agreement will be eligible for federal reimbursement, and

**WHEREAS**, LPA and Consultant intend that these Services be completed in accordance with the terms and conditions of the Nebraska LPA Guidelines Manual for Federal-Aid Projects; hereinafter referred to as "LPA Manual". 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://dot.nebraska.gov/media/6319/lpa-guidelines.pdf>, and

**WHEREAS**, Consultant should request from LPA or State the contact information for Consultant's primary point of contact for this project, and

**WHEREAS**, the Parties understand that this Agreement will be posted to a publicly accessible database of State agreements pursuant to the requirements Neb. Rev. Stat. § 84-602.04.

**NOW THEREFORE**, in consideration of these facts and mutual promises, the Parties hereto agree as follows:

**SECTION 1. CONTACT INFORMATION**

Contact information, for the convenience of the Parties, is as follows:

1.1 Consultant Project Manager

Firm Name	JEO Consulting Group, Inc.
Contractor/Vendor Number	6084
Address	1937 N Chestnut St., Wahoo, NE 68066
Project Manager's Name	Jon Olsen
Project Manager's Phone	402-525-4586

1.2 Subconsultant Project Manager

Firm Name	Thiele Geotech, Inc.
Contractor/Vendor Number	6623
Address	13478 Chandler Road, Omaha, NE 68138
Project Manager's Name	Heath Cutler
Project Manager's Phone	402-556-2171

1.3 Subconsultant Project Manager

Firm Name	Morrisey Engineering
Contractor/Vendor Number	6687
Address	4940 North 118 <sup>th</sup> St, Omaha, NE 68164
Project Manager's Name	Toby Samuelson
Project Manager's Phone	402-991-3194

1.4 State Project Coordinator

Name	Jenna Habegger
Phone Number	402-479-3607

1.5 LPA RC

Name	Tobias Tempelmeyer
Phone Number	402-228-5200

1.6 State Agreements Specialist

Name	Lucinda Dowding
Phone Number	402-479-3127

**SECTION 2.** *This section has intentionally been left blank.*

**SECTION 3.** *This section has intentionally been left blank.*

**SECTION 4. NOTICE TO PROCEED AND COMPLETION SCHEDULE**

- 4.1 State, on behalf of LPA, issued Consultant a written Notice to Proceed on February 23, 2026. Invoiced charges for services performed by Consultant on the project prior to the date specified in the written Notice to Proceed will not be eligible for reimbursement.
- 4.2 In the event that prior to the Effective Date of this Agreement, Consultant is issued a Notice to Proceed and Consultant began work, Consultant will be paid for such work in accordance with this Agreement and the Parties are bound by this Agreement as if the work had been completed after the Effective Date of the Agreement.
- 4.3 Consultant shall complete the Services according to the schedule in attached Exhibit "A" and shall complete all Services required under this Agreement in a satisfactory manner by August 31, 2028. Costs incurred by Consultant after the completion date, are not eligible for reimbursement unless Consultant has received a written extension of time from LPA or State, on LPA's behalf. Extensions of the time to complete the Services must not be construed as an extension to the duration of the agreement.
- 4.4 The completion date will not be extended because of any avoidable delay attributed to Consultant, but delays not attributable to Consultant, such as delays attributable to LPA or State, may, upon request, constitute a basis for an extension of time.

**SECTION 5. DURATION OF THE AGREEMENT (Matches Project Lifespan)**

- 5.1 Effective Date – This Agreement is effective when executed by the Parties.
- 5.2 Expiration Date -- This Agreement expires when State has (a) completed the project final audit and cost settlement or (b) waived the requirement of a financial audit.
- 5.3 Duration of the Agreement – The Agreement duration is from the Effective Date to the Expiration Date. The Agreement duration is "specified" under Neb. Rev. Stat. § 73-506 to the period of time necessary for a Consultant to complete the applicable phase or phases of the development of this particular federal, state or locally funded construction project, including when applicable, the time during construction of the project.
- 5.4 Identifying Date – This Agreement may be identified by the date LPA signed the agreement.
- 5.5 Termination or Suspension – LPA, or State on LPA's behalf, reserves the right to terminate or suspend this Agreement at any time for any of the reasons provided herein.

**SECTION 6. SCOPE OF SERVICES**

- 6.1 LPA and Consultant understand that the Services provided by Consultant must be completed in accordance with all federal-aid reimbursement requirements and conditions. Consultant shall provide Preliminary Engineering services for project DPS-34(46), Beatrice, in Gage County, Nebraska. The Scope of Services ("Services") is outlined in Exhibit "A", attached and incorporated herein by this reference.
- 6.2 Exhibit "A" is the result of the following process:
  - 6.2.1 Consultant was provided with a document describing the detailed proposed Scope of Services for this project
  - 6.2.2 Consultant made necessary and appropriate proposed additions, deletions, and revisions to the detailed Scope of Services document
  - 6.2.3 Consultant participated in a review of the proposed Scope of Services, and the proposed revisions, and negotiated the final detailed Scope of Services and Fee

## PROFESSIONAL SERVICES AGREEMENT

Proposal document, as shown in Exhibit "A" and Exhibit "B", attached and incorporated herein by this reference.

- 6.3 LPA, or State on LPA's behalf, reserves the unconditional right to add to, subtract from, or alter 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, subtraction, or alteration will become effective seven (7) days after mailing written notice of such addition, subtraction, or alteration.
- 6.4 Any change in the Services will follow the process specified in the *Out-of-Scope Services* section in Exhibit "C", attached and incorporated herein by this reference.

### **SECTION 7. STAFFING PLAN (PE)**

- 7.1 Consultant has provided LPA and State with a Staffing Plan or Staffing Plans, described in Exhibit "B". The Staffing Plan identifies the employees of Consultant, and when applicable subconsultants, who are anticipated to provide Services under this Agreement. Consultant understands that LPA and State are relying on key personnel from the Staffing Plan to be primarily responsible for completing the Services under this Agreement. LPA and State consider the Principals, senior level staff, Project Managers, Team Leaders or other similar classifications, to be the key personnel for the Services provided. Consultant and, when applicable subconsultants, may make occasional temporary changes to the key personnel. However, any permanent change to Consultant's or subconsultant's key personnel will require prior written approval from LPA, or State on LPA's behalf.
- 7.2 Personnel who are added to the Staffing Plan as replacements must be persons of comparable training and experience. Personnel added to the Staffing Plan as new personnel and not replacements must be qualified to perform the intended services. Failure on the part of Consultant or subconsultant 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 set out on Exhibit "C".

**SECTION 8.** *This section has intentionally been left blank.*

### **SECTION 9. NEW EMPLOYEE WORK ELIGIBILITY STATUS**

- 9.1 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. Consultant 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.
- 9.2 The undersigned duly authorized representative of Consultant, by signing this Agreement, hereby attests to the truth of the following certifications, and agrees as follows:

## PROFESSIONAL SERVICES AGREEMENT

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.

- 9.3 If Consultant is an individual or sole proprietorship, the following applies:
- a. Consultant must complete the United States Citizenship Attestation form and attach it to this Agreement. This form is available on the Department of Transportation's website at <http://dot.nebraska.gov/media/2802/ndot289.pdf>.
  - b. If Consultant indicates on such Attestation form that he or she is a qualified alien, Consultant agrees to provide the US Citizenship and Immigration Services documentation required to verify Consultant lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
  - c. Consultant understands and agrees that lawful presence in the United States is required and Consultant may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

### **SECTION 10. FEES AND PAYMENTS**

- 10.1 Consultant's fee proposal is attached as Exhibit "B" and incorporated herein by this reference.
- 10.2 The maximum compensation amounts and general provisions concerning payment under this Agreement are attached as Exhibit "C".

### **SECTION 11. CONSULTANT'S PERFORMANCE (LPA PE)**

#### **11.1 Standard of Performance**

Consultant shall complete the Services under this Agreement exercising the degree of skill, care, and diligence consistent with the applicable professional standards recognized by such profession and observed by national firms performing services of the type provided for in this Agreement. Consultant shall complete the Services exercising good and sound professional judgment and practices. Consultant's Services shall conform to applicable licensing requirements, industry standards, statutes, laws, acts, ordinances, and rules and regulations.

#### **11.2 Quality of Service**

Consultant agrees to perform all Services hereunder using qualified personnel consistent with good professional practice in the state of the art involved, and that performance of its personnel will reflect their best professional knowledge, skill, and judgment. Consultant agrees to permit LPA, or State on LPA's behalf, access at all times to the work product for purposes of reviewing same and determining that the Services are being performed in accordance with the terms of this Agreement.

#### **11.3 Performance Evaluation**

11.3.1 LPA, or State on LPA's behalf, retains the discretion to conduct an evaluation of Consultant's performance at any time. Consultant's performance may be subject to an evaluation in the following performance categories: (1) Communication, Cooperation, and Project Management; (2) Schedule; (3) Scope and Budget; and (4) Quality and Technical Performance. Consultant understands that if LPA, or

State on LPA's behalf, determines that Consultant's performance is not meeting, has not met, or is at risk of not meeting the Standard of Performance set out herein, LPA, or State on LPA's behalf, may conduct a Consultant Performance Evaluation based on the applicable foregoing performance categories. If LPA, or State on LPA's behalf, chooses to conduct a Consultant Performance Evaluation, LPA, or State on LPA's behalf, will notify Consultant of the evaluation including necessary instructions and procedures for complying with the evaluation.

11.3.2 Consultant shall, to the fullest extent reasonable, implement and make modifications and changes in response to the evaluation, correct deficiencies, implement improvements, and improve performance to comply with the terms of this Agreement in response to the Performance Evaluation. LPA's or State's remedies for substandard performance will apply even in the absence of a Consultant Performance Evaluation.

11.4 LPA's or State's Remedies for Substandard Performance

Upon notice of substandard performance of Services revealed during or after the construction of the project, Consultant shall re-perform the Services at no cost to LPA or State. Further, Consultant shall reimburse LPA or State for any costs incurred by LPA or State for necessary remedial work. Consultant shall respond to LPA's or State's notice of any errors, omissions, or negligence within twenty-four (24) hours and give immediate attention to necessary corrections to minimize any delays to the project. This may involve visits by Consultant to the project site, if directed by LPA or State. If Consultant discovers errors, omissions, or negligence in its Services, Consultant shall notify LPA and State of the errors within three (3) business days. Failure of Consultant to notify LPA and State constitutes a breach of this Agreement.

If Consultant fails to re-perform the Services, or if LPA or State determines that Consultant will be unable to correct substandard Services before the time specified for completion in this Agreement, LPA or State may correct such unsatisfactory Services (or by the use of third parties) and charge Consultant for the costs incurred.

If LPA or State requires Consultant to remedy any deficiencies in the Services, Consultant shall make such corrections at no additional cost to LPA or State. Any increase or decrease in the scope of the Services or any modification of the specifications will be made only by written agreement signed by the Parties. Consultant shall bear legal liability for all damages incurred by LPA or State caused by Consultant's errors, omissions, or negligent acts without liability or expense to LPA or State. The rights and remedies of LPA or State provided herein are in addition to any other remedies provided by law.

**SECTION 12. CONSULTANT'S ACCOUNTABILITY FOR ITS SERVICES** (LPA)

12.1 Consultant agrees that LPA and State will rely on the professional training, experience, performance and ability of Consultant. Consultant agrees that examination by LPA, State, or Federal Highway Administration of the United States Department of Transportation (FHWA), approval, acceptance, use of, or acquiescence in Consultant's Services, will not be considered a full and comprehensive examination and will not be considered approval of Consultant's Services that would relieve Consultant from liability or expense connected with Consultant's sole responsibility for the propriety and integrity

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of Consultant's Services pursuant to this Agreement. Consultant agrees that LPA's or State's declining to approve Consultant's services will not be deemed an acceptance of defective services or relieve Consultant of its obligations and liabilities with respect to such services.

- 12.2 Consultant agrees that acceptance or approval of any of the services of Consultant by LPA or State or of payment, partial or final, will not constitute a waiver of any rights of LPA or State to recover from Consultant damages caused by Consultant due to error, omission, or negligence of Consultant in its services.

### **SECTION 13. DISPUTES**

Any dispute concerning a question of fact in connection with the work will be addressed in accordance with LPA Manual Section 4.4.3.5 DISPUTE RESOLUTION.

### **SECTION 14. SUSPENSION OR TERMINATION** (PE 2-25-16)

#### 14.1 Suspension or Termination

LPA or State, on LPA's behalf, has the absolute right to suspend the work or terminate this Agreement at any time and for any reason and such action on its part will in no event be deemed a breach of this Agreement. Without limiting the rights set out in this section, the following is a non-exclusive list of the examples of the circumstances under which LPA or State may suspend or terminate this Agreement:

- a. A loss, elimination, decrease, or re-allocation of funds that make it difficult, unlikely or impossible to have sufficient funding for the Services or the project
- b. The Services or the project are abandoned for any reason
- c. Funding priorities have changed
- d. LPA's or State's interests are best protected by suspension or termination of this Agreement
- e. Consultant fails to meet the schedule, milestones, or deadlines established in this Agreement or agreed to in writing by the Parties
- f. Consultant fails to provide acceptable replacement personnel or qualified new personnel
- g. Consultant has not made sufficient progress to assure that the Services are completed in a timely manner
- h. Consultant fails to meet the standard of care applicable to the Services
- i. Consultant fails to meet the performance requirements of this Agreement
- j. Consultant's breach of a provision of this Agreement or failure to meet a condition of this Agreement
- k. Consultant's unlawful, dishonest, or fraudulent conduct in Consultant's professional capacity
- l. Consultant fails to complete the project design in a form that is ready for letting a contract for construction according to the approved contract documents, including, but not limited to, project plans and specifications

- 14.2 *This section has intentionally been left blank.*

#### 14.3 Suspension

- a. **Suspension for Convenience.** If LPA or State, on LPA's behalf, suspends the work for convenience, Consultant will be given notice of the date of suspension, which date will be no fewer than three (3) business days after notice is given. Such

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notice will provide the reason(s) for such suspension. Consultant will not be compensated for any Services completed or costs incurred after the date of suspension. Consultant shall provide LPA and State a detailed summary of the current status of the Services completed and an invoice of all costs incurred up to and including the date of suspension.

- b. **Suspension for Cause.** If LPA or State, on LPA's behalf, suspends the work for cause or for issues related to performance, responsiveness or quality that must be corrected by Consultant, Consultant will be given notice of the date of suspension, which date will be no fewer than three (3) business days after notice is given. The notice of suspension will provide Consultant with the reason(s) for the suspension, a timeframe for Consultant to correct the deficiencies, and when applicable, and a description of the actions that must be taken for LPA or State to rescind the suspension. Consultant's right to incur any additional costs will be suspended at the end of the day of suspension and will continue until all remedial action is completed to the satisfaction of LPA and State. Failure to correct the deficiencies identified in a suspension will be grounds for termination of this Agreement.

### 14.4 Termination

If LPA or State, on LPA's behalf, terminates this Agreement, Consultant will be given notice of the date of termination, which will be no fewer than three (3) business days after notice is given. The notice of termination will provide Consultant with a description of the reason(s) for the termination. The notice must specify when the Agreement will be terminated along with the requirements for completion of the work under the Agreement. Consultant's right to incur any additional costs will cease at the end of the day of termination or as otherwise provided.

### 14.5 Compensation upon suspension or termination

If LPA or State, on LPA's behalf, suspends the work or terminates the Agreement, Consultant must be compensated in accordance with the provisions set out in Exhibit "C", provided however, that in the case of suspension or termination for cause or for Consultant's breach of this Agreement, LPA or State, on LPA's behalf, will have the power to suspend payments, pending Consultant's compliance with the provisions of this Agreement. In the event of termination of this Agreement for cause, LPA or State, on LPA's behalf, may make the compensation adjustments set out in Exhibit "C".

## **SECTION 15. OWNERSHIP OF DOCUMENTS**

- 15.1 All surveys, maps, studies, 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 LPA. Consultant shall deliver these documents to LPA at the conclusion of the project for inclusion in LPA's federal-aid file without restriction or limitation as to further use.
- 15.2 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 LPA's sole risk and without legal exposure or liability to Consultant.

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- 15.3 Further, Consultant shall keep time sheets and payroll documents in Consultant's files for at least three years from the completion of final cost settlement by FHWA and project closeout by State.

### **SECTION 16. CONFLICT OF INTEREST LAWS**

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

### **SECTION 17. USE AND/OR RELEASE OF PRIVILEGED OR CONFIDENTIAL INFORMATION**

17.1 Certain information provided by LPA or State to Consultant is confidential information contained within privileged documents protected by 23 U.S.C. §407. "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. §407. "Privileged document" means any document pertaining to any file or project maintained by 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 Consultant in order that Consultant adequately design the project at hand on behalf of LPA or State.

17.2 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 LPA or State for the project at hand only. Consultant agrees not to reveal, disseminate, or provide copies of any document that is confidential and privileged to any individual or entity. LPA or State 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 11/4/11):

*"**CONFIDENTIAL INFORMATION:** Federal Law, 23 U.S.C §407, prohibits the production of this document or its contents in discovery or its use in evidence in a State or Federal Court. The State of Nebraska [or 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."*

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

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

## PROFESSIONAL SERVICES AGREEMENT

indemnify, and release LPA or State from any liability that may ensue on the part of LPA or State for any unauthorized dissemination of any privileged or confidential information or documentation on the part of Consultant.

### **SECTION 18. FORBIDDING USE OF OUTSIDE AGENTS** (Standard provision)

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for 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, LPA or State 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 19. GENERAL COMPLIANCE WITH LAWS**

Consultant agrees to comply with all federal, state, and local laws and ordinances applicable to the work in effect at the time of the work. If Consultant is found to have been in violation of any applicable federal, state, or local laws and ordinances, such violation may be the basis for the suspension or termination under this Agreement.

### **SECTION 20. RESPONSIBILITY FOR CLAIMS AND LIABILITY INSURANCE** (3-2-21)

- 20.1 Consultant agrees to hold harmless LPA and State from all claims and liability due to the error, omission, or negligence of Consultant or those of Consultant's agents or employees in the performance of work under this Agreement. 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 or State in carrying out the work under this Agreement.
- 20.2 For the duration of this Agreement, Consultant shall carry insurance as outlined in Exhibit "D", attached and incorporated herein by this reference. For any work to be performed by a subconsultant/subcontractor or other person/entity, at any tier, for Consultant, Consultant shall require that such subconsultant/subcontractor or other person/entity meet the insurance requirements outlined in Exhibit "D".

### **SECTION 21. COORDINATING PROFESSIONAL AND PROFESSIONAL REGISTRATION**

(2-1-18)

#### 21.1 Coordinating Professional:

To the extent of any design work applicable to the Services under this Agreement, the following Coordinating Professional language applies:

If LPA's project involves more than one licensed professional engineer, LPA shall designate a Coordinating Professional (defined in Neb. Rev. Stat. § 81-3408) for this project as required by Neb. Rev. Stat. § 81-3437.02 of the Nebraska Engineers and Architects Regulation Act (Neb. Rev. Stat § 81-3104 et seq.). The Coordinating Professional will 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 will verify that all design disciplines involved in the project are

## PROFESSIONAL SERVICES AGREEMENT

working in coordination with one another, and that any changes made to the design are approved by the corresponding discipline. Consultant agrees to cooperate with the designated Coordinating Professional to meet the requirements of state law. Consultant further agrees to contractually require its subconsultants to cooperate with the designated Coordinating Professional.

If 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, Consultant shall provide LPA written notice of the name of the replacement within 10 business days.

### 21.2 Professional Registration:

To the extent the work requires engineering services, Consultant will affix and sign the seal of a registered professional engineer or architect licensed to practice in the State of Nebraska, on all applicable documents, plans, specifications, and reports prepared under this Agreement as required by the Nebraska Engineers and Architects Regulations Act.

## **SECTION 22. SUCCESSORS AND ASSIGNS**

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

## **SECTION 23. DRUG-FREE WORKPLACE POLICY**

Consultant shall have, and comply with, an acceptable and current drug-free workplace policy on file with State. Consultant's employees shall not use illegal drugs or consume alcohol during work hours and while performing Services for State under this Agreement.

## **SECTION 24. FAIR EMPLOYMENT PRACTICES ACT**

Consultant agrees to abide by the Nebraska Fair Employment Practices Act, as provided by Neb. Rev. Stat. §§ 48-1101 through 48-1126.

## **SECTION 25. DISABILITIES ACT**

Consultant agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-366), as implemented by 28 CFR 35.

## **SECTION 26. DISADVANTAGED BUSINESS ENTERPRISES**

- 26.1 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.
- 26.2 Consultant shall not discriminate on the basis of race, color, sex, age, disability, or national origin in the award and performance of FHWA-assisted contracts. Failure of 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 LPA or State or such remedy as LPA or State deem appropriate.

**SECTION 27. TITLE VI NONDISCRIMINATION CLAUSES** (2023 NDOT Title VI Implementation Plan)

27.1 Appendix A - During the performance of this contract, the Contractor, Consultant, or when applicable LPA, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

27.1.1 Compliance with Regulations

The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

27.1.2 Nondiscrimination

The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR 21.

27.1.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment

In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

27.1.4 Information and Reports

The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

27.1.5 Sanctions for Noncompliance

In the event of contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

27.1.5.1 withholding payments to the contractor under the contract until the contractor complies; and/or

27.1.5.2 cancelling, terminating, or suspending a contract, in whole or in part.

27.1.6 Incorporation of Provisions

The contractor will include the provisions of paragraphs 27.1.1 through 27.1.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

27.2 Appendix E – During the performance of this contract, the Contractor, Consultant, or when applicable LPA, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- 27.2.1 Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- 27.2.2 The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- 27.2.3 Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- 27.2.4 Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- 27.2.5 The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- 27.2.6 Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- 27.2.7 The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- 27.2.8 Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

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- 27.2.9 The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- 27.2.10 Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- 27.2.11 Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- 27.2.12 Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

### **SECTION 28. SUBLETTING, ASSIGNMENT, OR TRANSFER**

- 28.1 The Subconsultant will provide additional Preliminary Engineering services.
- 28.2 Any other subletting, assignment, or transfer of any professional services to be performed by Consultant is hereby prohibited unless prior written consent of State, on LPA's behalf, is obtained.
- 28.3 At LPA's or State's discretion, Consultant may enter into an agreement with any subconsultants/subcontractors (including allowing subconsultants/subcontractors at lower tiers) for work covered under this Agreement. All subconsultant/subcontractor agreements, at any tier, for work covered under this Agreement must contain identical or substantially similar provisions to those in this agreement. No right-of-action against LPA or State will accrue to any subconsultant/subcontractor by reason of this Agreement.
- 28.4 As outlined in SECTION 26. DISADVANTAGED BUSINESS ENTERPRISES, 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 services must include documentation of efforts to employ a disadvantaged business enterprise.

### **SECTION 29. CONSULTANT CERTIFICATIONS**

The undersigned duly authorized representative of Consultant, by signing this Agreement, hereby swears, under the penalty of law, to the best of my knowledge and belief, the truth of the following certifications, and agrees as follows:

- 29.1 Neb. Rev. Stat. § 81-1715(1). I certify compliance with the provisions of Section 81-1715 and, to the extent that this Agreement is a lump sum, actual cost-plus-fixed-fee, or specific rates of compensation type professional services agreement, 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

## PROFESSIONAL SERVICES AGREEMENT

by which State determines the contract price had been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

29.2 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).

29.3 Certification Regarding Debarment, Suspension, and Other Responsibility Matters- Primary Covered Transactions. Section 29.3a below contains 10 instructions that consultant agrees to follow in making the certifications contained in 29.3b.

a. Instructions for Certification

1. By signing this Agreement, 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. 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 State's determination whether to enter into this Agreement. However, failure of Consultant to furnish a certification or an explanation will disqualify Consultant from participation in this Agreement.
3. The certification in this clause is a material representation of fact upon which reliance was placed when State determined to enter into this Agreement. If it is later determined that Consultant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, State may terminate this Agreement for cause or default.
4. Consultant shall provide immediate written notice to State if at any time 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 – Debarment and suspension. Exec. Order No. 12,549, 51 Fed. Reg. 6370 (1986).
6. 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

## PROFESSIONAL SERVICES AGREEMENT

who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by State before entering into this Agreement.

7. Consultant further agrees to include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by State without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
  8. 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 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 a.6. of these instructions, if 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, State 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, 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 1.b) 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.

## PROFESSIONAL SERVICES AGREEMENT

2. Where 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 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 30. LPA CERTIFICATION**

- 30.1 By signing this Agreement, I do hereby certify that, to the best of my knowledge, 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.
- 30.2 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 31. SEVERABILITY**

The invalidity or unenforceability of any such clause, provision, section, or part shall not affect the validity or enforceability of the balance of the Agreement, which shall be construed and enforced as if the Agreement did not contain such invalid or unenforceable clause, provision, section or part.

### **SECTION 32. COMPLETENESS**

This Agreement is the complete and exclusive statement of the arrangement between the parties, and supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter thereof. It may be amended from time to time in writing by the mutual consent of the Parties hereto.

### **SECTION 33. FEDERAL AID REQUIRED CLAUSES**

The contract clauses set out on Exhibit "E", to the extent applicable, are attached and incorporated herein by this reference. Consultant shall attach and incorporate Exhibit "E" in any subconsultant agreements for work under this agreement.

PROFESSIONAL SERVICES AGREEMENT

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.

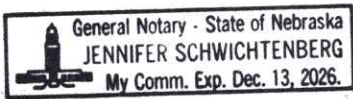
EXECUTED by Consultant this 19<sup>th</sup> day of March, 2026.

JEO CONSULTING GROUP, INC.  
Jeff Henson

[Signature]  
President

STATE OF NEBRASKA)  
  )ss.  
SAUNDERS COUNTY )

SUBSCRIBED AND SWORN to before me this 19<sup>th</sup> day of March, 2026.



[Signature]  
Notary Public

EXECUTED by the City of Beatrice this 6<sup>th</sup> day of April, 2026.

CITY OF BEATRICE  
~~Stan Wirth~~ Robert Morgan

[Signature]  
Mayor

Subscribed and sworn to before me this 6 day of April, 2026.

[Signature]  
Clerk

STATE OF NEBRASKA  
DEPARTMENT OF TRANSPORTATION  
Form of Agreement Approved for  
Federal Funding Eligibility  
Jodi Gibson

[Signature]  
Local Assistance Division Manager

## EXHIBIT "A"

### Scope of Services

**Project Name: Court Street Access  
and Safety Transformation (CAST) Initiative**

**Project No.: DPS-34(46)**

**CN: 13608**

**Engineering Design Services**

Text shown below that has been struck through (example) is not a part of this scope and has been left in this document simply as a place holder.

Upon receipt of notice to proceed from State and/or LPA, Consultant agrees to complete all the following services as part of developing construction plans that are ready for State's use in a bid-letting for this project.

#### **PROJECT DESCRIPTION**

The scope of services for this project involves engineering design services required to produce final construction plans and specifications for the reconstruction of US-136 on a new alignment and reconstruction of Court Street and US-77 within the City Limits for the City of Beatrice, located in Gage County.

The reconstruction of US-136 will begin just east of the bridge over the Big Blue River at R.P. 177+31 and will extend southeasterly on a new alignment that will then follow Market Street to 7<sup>th</sup> Street and then turn back in a northwesterly direction to tie back into the existing US-136 alignment just west of 9<sup>th</sup> Street at R.P. 177+88. Roundabout intersections will be constructed at the west and east ends of the project where the US-136 alignment ties back into the existing alignment. The old US-136/Court Street between 2<sup>nd</sup> and 8<sup>th</sup> Streets will be reconstructed to a pedestrian friendly facility which will include streetscape elements and landscaping.

The roadway improvements for this project include 12' minimum paved lanes, roundabout intersections, improved signalized intersections, new storm sewer system, sidewalks, trail, ADA curb ramps, street lighting, streetscape elements, and landscape elements.

The roadway construction will be phased in such a way to maintain access to the existing businesses and residential properties and allow for through traffic to be maintained on both US-136 and US-77.

A traffic study will be completed to confirm intersection geometrics and traffic control proposed for each intersection. An access management plan will be developed for the Farmer's Cooperative Grain Elevator.

Nebraska Title Company will be completing all title research. Geotechnical work for the pavement determination will be conducted by Thiele Geotech, Inc. Street lighting work will be

completed by Morrissey Engineering. Right of way cost estimating, negotiations and acquisitions will be completed by NDOT.

### **TASKS AND TASK ASSIGNMENTS**

Projects located in the jurisdictional area of a Metropolitan Planning Organization (MPO) and has a Responsible Charge (RC) who is an employee of the respective Local Public Agency will manage the project. Nebraska Department of Transportation (NDOT) will manage the project and will act as the RC when located outside of the MPO.

It is anticipated the project will require the following major tasks:

- a. Environmental Documents and coordination (Design Consultant/NEPA Consultant)
- b. Project Management and Quality Control
- c. Develop NDOT Form 530
- d. Develop NDOT Form 76
- e. Preliminary Field Survey
- f. Right of Way Survey
- g. Roadway Design (including Right-of-Way Design)
- h. Hydrology and Hydraulic Design
- ~~i. Bridge Design and Concrete Box Culvert Design.~~
- j. When NDOT is the Responsible Charge (RC) the National Pollutant Discharge Elimination System/ and the Storm water Pollution Prevention Plan/SWPPP will be prepared by the NDOT's Roadside Stabilization Unit. The erosion control plans will be designed by the Design Consultant. NDOT's Roadside Stabilization Unit will submit the Notice of Intent, NPDES permit and the SWPPP.
- k. PS&E Submittals
- l. Project Meetings (Kick off meeting, Progress, Plan in Hand (PIH) meeting, Utility meeting, and Project Coordination meetings)
- m. Public Involvement
- n. Geological Studies

### **APPLICABLE PUBLICATIONS**

**Overview:** Work shall be done in accordance with the most current version of the following materials. The most current versions of the NDOT materials can be obtained from the NDOT Website.

- 1) LPA Guidelines Manual for Federal-Aid Projects. NDOT April 2009
- 2) A Policy on Geometric Design of Highways and Streets 2018 (AASHTO)
- 3) Federal Emergency Management Agency (F.E.M.A.) National Flood Insurance, Flood Boundary and Floodway Map, and Flood Insurance Study (FIS)
- 4) Manual on Uniform Traffic Control Devices (FHWA), 2009 Edition
- 5) MUTCD - Nebraska 2011 Supplement to the MUTCD
- 6) Nebraska Minimum Design Standards – Counties, Municipalities, State - 2016 (or most current) (Nebraska Administrative Code Title 428; Rules

- and Regulations of the Board of Public Roads Classifications and Standards
- 7) Nebraska State Plane Coordinate System Datum Adjustment Computations Lambert Conformal System Manual
  - 8) Roadside Design Guide, 2011 (AASHTO)
  - 9) Standard Specifications for Highway Construction 2017 (or latest edition) (NDOT)
  - 10) NDOT Hydraulic Analysis Guidelines for Consultant
  - 11) NDOT Roadway Design Manual & Drainage Design and Erosion Control Manual
  - 12) Bridge Office Policies and Procedures Manual
  - 13) NDOT Geotechnical Policies and Procedures Manual
  - 14) Uniform Relocation Assistance and Real Property Acquisition Act (the Uniform Act)
  - 15) The NDOT Right-of-Way Manual.
  - 16) Evidencing Nebraska Land Titles (Nebraska Land Title Association)
  - 17) So you Want Access to the Highway (March 2008)
  - 18) Access Control Policy to the State Highway System, 2006 or latest (NDOT)
  - 19) Union Pacific and BNSF Railway Guidelines for Railroad Grade Separation Projects

#### **SOFTWARE AND EQUIPMENT REQUIREMENTS**

1. The Consultant's design and drafting software and design files must be compatible with NDOT's design and drafting software. Information on NDOT's design protocol can be found on NDOT's website on the Roadway Design page; <https://dot.nebraska.gov/business-center/design-consultant/>.
2. The Consultant's design must be accomplished using the design software OPENROADS but no version later than that in use by NDOT. The consultant's design must follow NDOT's drafting procedures, guidelines, and file naming convention using the appropriate version of OpenRoads. Format CAD software. Consultant's use of an earlier version of Bentley OpenRoads may be approved for specific activities with written permission of NDOT and at NDOT's sole discretion.
3. In many cases, projects will require that a 3D model be generated using Bentley OpenRoads technology.
4. Reports and documents must be submitted in a form compatible with Microsoft Office products unless otherwise directed.
5. The Consultant will provide all software and computer equipment required to complete the work including any analysis software required to perform the bridge design work.
6. The Consultant is required to complete work (CAD/OpenRoads files) within the ProjectWise environment if NDOT acting as RC on project. All project document submittals (non CAD/OpenRoads) are to be uploaded into the **State's FTP site**. Modeling files to be located within ProjectWise

## **EXPECTATIONS FOR THE DELIVERABLES**

1. The consultant shall provide to NDOT acceptable final plans, specifications, and estimates (PS&E) for use in a bid letting and construction of the project. The Consultant shall seal and sign the final plans and applicable deliverables in accordance with the Nebraska Engineers and Architects Regulation Act. Consultant shall also provide to NDOT all applicable supporting documentation and reports as described in the Task Order.
2. Plans and special provisions shall be developed in compliance with the manuals, guidelines and specifications as listed in the Qualifications, Knowledge and Experience.
3. Consultant shall submit to the NDOT roadway design plans at the following stages, when applicable: before the plan-in-hand field inspection, before public meetings, at draft PS&E completion stage, and final PS&E package. Deliverables must be completed and submitted in accordance with the schedule set out in the Task Order.
4. Deliverables must be submitted in electronic form as outlined in the Task Order.
5. Submittals will be reviewed and approved by NDOT. Consultant shall address all issues raised by NDOT's review and make all necessary changes to the work.

## **DESIGN PLAN PREPARATION AND ASSEMBLY**

**Overview.** These tasks are to develop design plans and assembly of design plans of items not shown in the Roadway Design section. Items to be included, but not limited to, can be found in the NDOT Roadway Design Manual under Highway Plans Assembly. These are the plans which will be let to contract; therefore, plans should be thoroughly checked for completeness, accuracy, and formatting by the design technician, the roadway designer, and other contributing parties.

**Drafting Procedures.** Consultants using MicroStation will follow the State's CADD drafting procedures and guidelines in preparing plans. File names must follow the State's CADD naming convention. Line weights, line styles, text size and leveling must follow the State's guidelines.

NDOT's CADD drafting standards do not apply for projects developed in AutoCAD, however, the Consultant shall make an effort to follow the State's CADD drafting procedures and guidelines in preparing plans.

### **Format of Project Plans**

1. The Consultant shall prepare plan and profile plan sheets on a scale of 1" = 20' and "J" (enlarged detail) sheets on a scale of 1" = 50' (rural) or 1" = 20' (urban).
2. All full-sized plan sheets must be approximately 24" x 36". The border sheet information is on NDOT's website. All half-size plan sheets must be 11" x 17".
3. Any materials submitted to the State by the Consultant must be on equivalent to white bond.

4. Any material which does not produce an acceptable reproduction will be returned to the Consultant for rectification.
5. The Consultants 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.
6. The CADD files must also conform to the following standards and conventions:
  - (a) Working units must be:
    1. Master Units = Survey Feet (sf)
    2. Sub Units = inches (in)
    3. Resolution = 1000 per survey foot
    4. Accuracy = 0.1234
    5. Working Area = 813.442402 miles
  - (b) The Consultant shall tie the project into the State Plane Coordinate System using NAD 1983 for horizontal control. Consultant shall coordinate with the Geodetic Survey office for the Project Datum Adjustment Factor (DAF). Prepare all topography information in a MicroStation. Line weights, line styles, text sizes and leveling will follow NDOT's guidelines

#### **Format of cross-sections**

1. 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.
2. Plot cross-sections on standard size sheets (same size as project plan sheets) according to the State's standards.
3. Stamp or plot in the upper right corner of each sheet 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.
4. Plot cross-sections with stations progressing upward from the bottom to the top of the sheet.
5. Plot the cross-sections so that there is room for the improvement cross-section. Do not overlap cross-sections.
6. Cut cross-sections at 100-foot intervals (maximum) and at other locations as needed.
7. Plot a cross-section at each location when there may be a drainage structure needed and at driveways, intersections, or other unusual features.
8. Plot drainage structure cross-sections and keep them separate from roadway cross-sections.
9. Plot drainage structure cross-sections at the following scales:
  - a. Storm Sewer 1" = 10' H & V.
  - b. Roadway Culverts 1" = 10' H & V.
10. Plot computer roadway cross-sections in the following manner:
  - a. Plot original ground with a dashed line.

- b. Plot design template with a solid line.
11. Plan Sheets. The consultant will refer to NDOT Roadway Design Manual for a complete list of plans sheets to be included in the plan set. The Consultant will develop special plans. Standard plans are not included with the plan set, but a current up to date list of Standard Plans used for the project will be included to be placed on the Title Sheet.

### **The State or LPA Shall Provide:**

#### **PRELIMINARY ITEMS**

1. As-built or design plans of the existing and adjacent roadways (if available).
2. Existing work already completed including traffic study, geotechnical report, and survey.
3. Any drainage studies completed in the area (if available).
4. Names of known utilities, addresses and permits listing use and occupancy permit data along the project.
5. Electronic files of current aerial photographs (if available).
6. Existing cadastral maps, plat maps, etc. electronic right-of-way files of the project area (if available).
7. Traffic count information. (NDOT)
8. Crash history for study corridor. (NDOT)
9. Detour route.
10. Section Corner Ties to corner monuments.
11. Existing benchmark information.
12. ROW negotiations and acquisitions.
13. Permit to occupy ROW (NDOT Form 19)
14. Local Public Agency (LPA) Project Programming Request (NDOT Form 530)
15. Probable Class of NEPA Action (NDOT 53) Form.

## **Consultant Shall Provide:**

### **I. PROJECT MANAGEMENT AND QUALITY CONTROL**

Coordination of Design Professional and Scheduling. The Consultant Project Manager will serve as point of contact, maintain project schedule and coordinate work of sub-Consultants

**THE CONSULTANT SHALL NOTIFY THE LPA AND NDOT OF ANY CHANGES MADE TO THE DESIGN OR PLANS AFTER THEY HAVE BEEN SUBMITTED TO AND/OR REVIEWED BY THE BOTH THE LPA AND STATE. SUCH CHANGES ARE DISCOURAGED, UNLESS THEY ARE IMPERATIVE OR AT THE REQUEST OF THE LPA AND/OR STATE.**

1. **Project Management.** This task includes activities to initiate and monitor project schedules, workload assignments and internal cost controls throughout the project. Also included are efforts to prepare and process invoices, prepare monthly progress reports and prepare project correspondence with the Responsible Charge (RC) and to NDOT and maintain project records.
2. **Project Description/ Purpose and Need/ Project Details:** The Consultant shall work with the NDOT and the NEPA Consultant when updates or corrections are needed to the existing approved corresponding documents. Assume 3 updates.
3. **Quality Assurance/Quality Control.** The Consultant will perform QA/QC checks at various stages of the project including prior to any official submittal.

### **II. MEETINGS**

1. **Scoping Site Visit** the Consultant will schedule and attend a scoping site visit to kick-off the project and identify any items of note before design begins. (On-site meeting)
2. **Plan-In-Hand Meeting** the Consultant will schedule and attend a plan-in-hand meeting to review the thirty (30) percent the preliminary roadway design plans. (On-site meeting)
3. **Project Coordination Meetings** the Consultant will meet with the LPA and NDOT to discuss the status of plan development and coordinate design activities at different stages throughout the project. The consultant should anticipate **eleven (11)** meetings which include 7 Progress Meetings with the **City of Beatrice** and 4 PCM meetings with **NDOT** (PCMs 0, 20, 30 and 35). The Consultant will be responsible for preparing meeting minutes.
4. **Meetings with Utilities.** Three (3) Utility review meetings will be scheduled. The meetings will be held remotely via Microsoft Teams. Effort is also included for coordination via the phone and up to **12** total one-on-one meetings with affected utilities.

### III. Survey

1. **Preliminary Field Survey.** The topographic survey will be completed by the design consultant for the project corridor in accordance with current NDOT survey specifications. The design consultant will perform the necessary topographical ground survey including the existing centerline, intersecting streets, and drives, tying the location of land monuments to the existing centerline, cross-sections, and profiles. A topographical survey will be performed using GPS and electronic "Total Station" technology in MicroStation \*.dgn. format. Copies of field book records and electronic records will be submitted to the RC at the completion of final design. Natural topographic features and man-made features, will be recorded by coordinates to the nearest one-tenth (0.1) of a foot. All such topographic features, which are pertinent to the design or are necessary to properly show the effect of the proposed work upon the adjoining property and/or improvements, will be recorded. The topographical survey will not include an exact and detailed tree count. The consultant will complete a site visit after LOC's are created noting the size, type and location of trees to be removed. Station and offset will be noted on the plans. Unless otherwise noted the limits of the survey are to be at least 100 feet on each side of the existing centerline or to corners of structures on tracts and must include enough information to build the proposed typical cross-section and show the limits of construction. The survey limits will extend 500 feet before the start of the project and 500 feet beyond the end of the project. The topographic survey will extend along intersecting streets a minimum distance of 500 feet from roadway centerline.
  
2. **Digital Terrain Model.** A Digital Terrain Model will be provided for use in cross-section creation. Natural topographic features and man-made features above ground (including existing adjacent building limits) will be recorded. All above and below ground utilities will be located once Digger's Hotline marks them. Sanitary and storm sewer manholes will have rim and flow line elevations surveyed.
  
3. **Base Map Preparation.** Consultant will create the base maps using the topographic survey data.
  
4. **Horizontal and Vertical Control.** The design consultant will establish control points along the project corridor at regular intervals and provide control "reference" point ties to topographic features of permanent nature.
  - a) Horizontal control points will be established and referenced to existing section corners. The control points will be permanent in nature and tied to Nebraska State Plane Coordinate system.
  - b) Vertical control points will be established and referenced to USGS NAVD88 datum. There will be a minimum of three permanent benchmarks established with additional temporary benchmarks set along the project corridor at intervals not to exceed 500 feet.
  
5. **Section/Property Corners.** The consultant will locate necessary section corners, quarter section and property corners for use in drafting existing right-of-way and property

lines. The Consultant will work with the County Surveyor on any corners not found to be set by the County Surveyor.

**6. Existing Utilities.** The consultant will call in a One-Call utility locate ticket. Utilities will be shown based on visible, above ground, evident in the field and utility locator's markings. The project liaison will assist in providing utility locations and contact information.

**7. Note Reduction/Preliminary Plotting.** This task will include the effort for gathering data to create the existing topography file to use for preliminary design. Placing station offsets for all topographic items.

**8. PIH Staking the Right of Way.** For the PIH field visit the Consultant will stake new and existing right of way, assume 20 tract (s):

**9. Negotiations Staking the Right of Way.** During the negotiations, the Consultant will stake new and existing right of way, assume 15 tract (s).

**10. Staking Right of Way for Condemnation Hearing.** *(Will be handled as a Supplement to this contract)* The Consultant will stake the new and existing right of way prior to the Condemnation Hearing so the Board of Appraiser's can view the proposed taking (to include temporary and permanent easements), assume \_\_\_\_\_ tract (s).

**11. Condemnation Plats.** *(Will be handled as a Supplement to this contract)* The Consultant will prepare condemnation plats. The plat is a unique plan sheet showing the condemned tract along with the metes and bounds reflected in the legal description. A reduced drawing of the section(s) and how the tract in question is situated in that section is also included as part of the plat. Emphasis should be made to keep the plat(s) to a manageable size yet easily readable. A CADD file of the condemnation plat and an electronic version of the legal descriptions will also be submitted, assume \_\_\_\_\_ tract (s).

**12. Condemnation Hearings.** *(Will be handled as a Supplement to this contract)* The Engineer is to attend the Condemnation Hearing to provide an expert opinion regarding the need for the taking, assume \_\_\_\_\_ tract (s).

ROW staking should be done to clearly and accurately represent information that is illustrated on the ROW plans. When a tract requires ROW staking the following items should be staked:

1. Existing ROW
2. Existing Control of Access.
3. Existing Control of Access Breaks.
4. Existing Permanent Easements (except utility easements are generally not staked).
5. New ROW
6. New Permanent Easements
7. New Temporary Easements.
8. New Control of Access Breaks

For each line the ROW staking should at a minimum include the staking of points at the following:

1. The ends of each line.
2. Their intersection with a property line.
3. Their intersection with lot lines, section, quarter section line, etc.
4. Any deflection points within the line (turn points).
5. If a line involves a long straight run interim stakes along the line should be placed as needed to clearly denote the line in the field.
6. Any critical points along a line such as the portion coming close to a significant feature such as a structure, center-pivot, well, etc.
7. The stakes should be clearly visible in the field and denote the type of line(s) it is representing. Information to be included on the stakes include.
8. A color identification (surveyors' tape and/or paint) unique to the type of line. Generally, Orange for ROW and Yellow - Green for easements.
9. The line designation (ROW, PE, TE, CA, etc.)
10. The distance to Centerline.
11. The Station

See NDOT's Construction Manual for additional ROW staking information.

### **13. LiDAR Survey**

#### **A. Mission Planning**

Consultant shall coordinate with NDOT to determine the purpose of the mapping and to ensure the sensor, vehicle, and mission parameters will achieve the project goals.

Safety concerns will be identified and addressed.

Planning should be conducted to assure adequate GNSS satellite availability, especially in urban canyons and other obstructed areas.

Traffic volume and site conditions should be considered to minimize laser obstructions, data voids and "shadowing" during acquisition. Traffic control may be required.

Drive lines, control targets and independent checkpoint layouts to be provided.

#### **B. Mobile LiDAR Acquisition**

- a. Mobile LiDAR mapping will be used for topographic collection and will not to be used in areas of ground vegetation.
- b. GPS base stations shall record GNSS positioning a 1Hz or better, will be deployed on project control and GPS baselines shall not exceed 13 miles in length. The accuracy standard of the base stations shall meet or exceed the local control network accuracy.

- c. Target placement, material, and location often vary by sensor and application. The manufacturer's recommendations should be followed or superseded with proven best practices. Field target diagram & sensor information will be provided to NDOT.
- d. Control targets to be placed at approximately each intersection or other areas in which to strengthen the LiDAR data calibration.
- e. Additional registration points may be surveyed to improve or validate the LiDAR data files.
- f. The LiDAR data shall be acquired in such a manner as to ensure redundancy of the data. This can be more than one pass in the same direction or overlapping passes in opposite directions. The redundant data provides a comparison for quality control.
- g. Consultant may simultaneously collect digital photos and/or video of the project site. Digital photos and/or video may be requested by NDOT.

#### IV. Preliminary Roadway and ROW Design

**Overview.** The following task will be used to accomplish Roadway Design and in the development of design plans. This task includes roadway design services during the Plan-in-Hand phase.

The Design shall be in conformance to "Nebraska Minimum Design Standards" for New and Reconstructed Projects, 3R Standards (Resurfacing, Restoration and Rehabilitation) and the "NDOT, Standard Specifications for Highway Construction". Reference to local standard plans and specifications is not allowed, such plans and specifications must be included within the PS&E package as special plan sheets or special provisions.

The consultant is to make every effort to use NDOT standard items, standard plans, and products from the NDOT approved product list in the design of the project. Items unique to the project and not on the standard item list, will need a special provision stating the method of construction, the unit of measure, and method of payment. Specialty items not on the approved product list will require the consultant to provide a list of 3 or more products/suppliers and an "or approved equal statement". Approval by NDOT is needed before the item may be incorporated into the project.

Factors Affecting Roadway Design Data Effort (edit as necessary)	Occurrences and Complexities
Project Length:	<u>The project length is approximately 0.80 miles.</u>
Meeting Minimum Design Standards	<u>US-136 &amp; US-77 MDS 001.02L (S.F.C/N.F.C. :Major Arterial/Other Principal Arterial) New &amp; Reconstructed Municipal – State Highway System</u>
Multiple alignments (side roads)	<u>Court Street and US-136 will be on separate alignments. The project will also include work on US-77</u>
Curb & flume (new, repair, or replacement)	<u>Urban project, new curb and gutter</u>
Drives and intersections (typically not modeled on 3R jobs unless new or modifying)	<u>14 Cross street intersections</u> <u>30 Commercial drives</u>
Culvert work (new, extensions, replacement)	<u>New storm sewer system</u>
Right turn lanes (new or modifying)	<u>TBD with Traffic Study</u>
Construction phasing including temporary surfacing/grading, contractor crossing, etc.	<u>Yes. A detailed construction phasing plan will be developed to maintain access to local businesses and residential properties. Detours will be provided to maintain traffic on US-136 and US-77.</u>

Other complex designs	<u>2- Roundabout Intersections and 2-Signalized Intersections</u>
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1. **Complete Form NDOT-76:** Roadway Design – Principal Controlling Design Criteria. After Form NDOT-76 has been completed send a copy to the NDOT LPA Projects Project Coordinator with a request of any design exceptions or relaxations that may be needed.
2. **Horizontal/Vertical Alignments:** This task includes effort to create any vertical alignments, produce required Horizontal Alignment Sheets, etc. The Consultant will create the existing Control Point/PI/Curve Data Sheet(s), Tie Sheets (from NDOT's tie sheets) as well as any Horizontal Alignment and Orientation on any design alignments. This task involves (3) Horizontal Alignment Sheets ("F Sheets").
3. **Plan and/or Profile Sheets:** This task includes effort to provide Plan/Profile or Plan/Plan Sheets. This task involves (4) Plan Sheets ("L Sheets").
4. **Template Roadway Cross Sections.** Develop the design templates necessary to template the cross sections, including design of special ditches. This task involves (100) Roadway Cross-Section Plan Sheets ("X Sheets").
5. **Limits of Construction.** This task includes efforts to create LOCs for the project. The Consultant will define and draft the limits of construction on the plan sheets. These limits are to be used to determine environmental impacts and right-of-way requirements.
6. **Earthwork.** Determine earthwork balance factor. Process the earthwork for each alignment, including any extra earthwork due to large driveways, guardrail, or any other cause for earthwork. Calculate earthwork quantities and produce earthwork summary and plan notes. This task involves (#) Earthwork Data Sheets ("Q Sheets").
7. **Roadway Geometric Design.** This task includes the geometric design **through Plan-in-Hand** of all Roadway alignments, intersections, driveways, parking lot reconstruction, sidewalks, and pavement transitions, which includes setting up all the geometric sheets for the project and labeling. This task involves (24) Geometric and Grade Sheets ("J Sheets") and (4) General Information Sheets ("G Sheets") for roundabout and landscaping details.
8. **Storm Sewer and Drainage:** This task includes hydrologic and hydraulic analysis for design of the new storm sewer system for the new and reconstruction portion of the project. This would include hydrologic review to determine drainage areas and discharges to the roadways for multiple storm events; development of a hydraulic model; identification of outlet storm sewers or drainage ways; and required improvements to outlet storm sewers or drainage ways necessary to drain the reconstructed highway. The storm sewer design will review the 10-year storm event to determine if a reasonable and practical storm sewer system can be provided to meet the current criteria. If it is determined that it is not practical to meet a 10-year storm event, a practical design approach will be used to determine a reasonable design that meets or exceeds the capacity required to convey a 2-year design storm. This task also includes incorporating

the water quality elements outlined in task 8 below which includes bio-retention cells and rain-gardens. The design of the storm sewer will be developed in a manner to accommodate phased construction of the project that will maintain existing roadway drainage while providing outlets for the new storm sewer being constructed. This work also includes of drainage plans and storm sewer profiles. Storm sewer design will be based upon the new and reconstruction urban segment. This task involves (12) Drainage Sheets ("J Sheets") and (9) Drainage Cross-Section Plan Sheets ("R Sheets") and (3) Special Plan Sheets ("U" Sheets).

~~9. **Roadway and Driveway Culverts.** This task is for roadway and driveway culverts and includes the preparation of a drainage map outlining all drainage areas and completion of the following for each area. This task involves (#) Drainage Sheets ("J Sheets") and (#) Drainage Cross-Section Plan Sheets ("R Sheets"). NDOT's Pipe Policy will be followed.~~

- ~~a. Compute area size and Q.~~
- ~~b. Determine allowable H.W.~~
- ~~c. Size culvert and compute H.W.~~
- ~~d. Using design cross sections, determine length of culvert.~~
- ~~e. For each culvert, show the Station, D.A., Q., H.W., Size and Length.~~
- ~~f. Determine location of new/existing culverts with special ditch locations~~
- ~~g. Draft culvert build notes~~

## 9. Streetscape and Landscape Design

This task encompasses the design **through Plan-in-Hand** of all public areas within the project limits, extending from the back of curb to the property lines or building faces. The Consultant will:

- **Develop Design Concepts and Visualizations:**
  - **Concept Development:**
    - Conduct initial meetings with the Owner, stakeholders (e.g., property owners, residents, businesses, community groups), and relevant agencies to gather input and establish project goals and objectives for the streetscape and landscape design.
    - Tour successful streetscape and landscape projects in similar contexts, considering factors such as urban design principles, accessibility, sustainability, and community character. We have assumed 2 project tours around Lincoln and Omaha area.
    - Develop and present a range of (2) conceptual design options, including sketches, renderings, and 3D models, to illustrate different approaches and gather feedback.
    - Refine the design concepts based on stakeholder feedback and project goals, ensuring that the chosen approach is aesthetically pleasing, functional, and sustainable.
  - **Final Visualization:**
    - Create high-quality visualizations, including 3D renderings, a 3d video and photorealistic images, to effectively communicate the proposed design to stakeholders and the public.
    - Utilize these visualizations to facilitate public engagement and obtain input on the design.
- **Design and Documentation:**
  - This task involves the develop of detailed design and documentation plans for all streetscape and landscape elements, including:
    - **Sidewalks:** Develop layout and grading plans for sidewalks and seating nodes, considering ADA accessibility requirements, materials selection, and drainage.

- **Planting:** Select and specify appropriate plant material and turf for the project. Develop planting plans, soil profiles, and associated planting specifications.
- **Lighting:** Specify Street and Pedestrian lighting, including fixture types, locations, and controls, to enhance safety and aesthetics.
- **Furniture:** Specify Street furniture elements such as benches, trash receptacles, bike racks, and signage.
- **Planting Irrigation:** Design and specify plant irrigation systems and associated irrigation specifications.
- **Bioretention Storm Drainage:** Design and detail rain gardens and/or bioswales features to ensure proper water quality and quantity meet city requirements. This estimate is for the design of 16 raingardens or bioretention areas along Court Street.

**10. Construction and Removal.** Development of Construction and Removal notes detailing construction and removal items not specifically identified elsewhere in this scope. NDOT CAD standards and construction/removal notes/tabs are to be used. This task involves (24) Construction & Removal Sheets ("J Sheets").

**11. Utility Coordination/Verification.**

- a. **Utility Rehabilitation Sheets:** This task includes effort to develop Utility Rehabilitation Sheets displaying existing utilities, relocation plans generated by others, utility owners, facility type, and all applicable Subgrade Utility Engineering data for purposes of coordination with NDOT Utility Section and providing information during the construction phase. This task involves (4) Utility Rehabilitation Sheets ("K Sheets").\_When this section is utilized, the Utility Rehabilitation Sheets will replace the Existing Utility Plans being submitted at the Design and Plan Detail Phases.
- b. **Utility Conflict Memo and Plans:** This task includes effort to complete the Utility Conflict Memo identifying locations where existing utilities will be impacted by construction efforts. This memo will be utilized by the Consultant to coordinate with respective Utilities and provide subsequent relocation plans. A copy of the Utility Rehabilitation Sheets with conflicts clearly identified will accompany this submittal. This Memo will be updated when project changes occur that remove or add conflicts.

**12. Construction Phasing/Traffic Control Plans/Detour Route/Temporary Roads.** The Consultant shall develop traffic phasing concepts **through Plan-in-Hand** to allow for reasonable access during construction for highway and local traffic that may include detours and staging of construction. The Consultant shall prepare a written description of the Construction Phasing, noting detour routes if applicable. This phasing plan shall be submitted at the time of the first submittal. This task involves (50) Phasing Sheets ("H Sheets"). Traffic control plans will be finalized and submitted at the draft PS&E submittal.

**13. Erosion Control.** This task includes effort required to design and draft both temporary and permanent erosion control measures for the project. The consultant will submit the erosion control plans to the LAD of NDOT for review and concurrence by NDOT Roadside Stabilization Unit. This task involves (10) Erosion and Sediment Control Sheets ("J Sheets").

**14. Quantities/Estimates.** Develop and tabulate all the preliminary quantities. Computation sheets will be submitted with all Quantities to the RC and/or the LAD of NDOT for all submittals, including Pre/Post Plan-in-Hand and Final Plans, using NDOT standard bid items, NDOT Project Information sheet (NDOT Form 342), and NDOT quantities forms (NDOT Form 343 and NDOT Form 355). In addition to these submittals, opinion of probable cost will be updated and submitted yearly (**January 31**) throughout the preliminary engineering and final design phases. Estimate of probable cost will be prepared by the Consultant using recent bid tabulations and other available information. Task assumes **(5)** updates/submittals.

**15. Typical Sections.** This includes design and drafting the typical cross sections and other details as needed for the project. This task involves **(5)** Typical Cross Sections ("B Sheets").

**16. E Sheets.** This task includes developing the wetland aerial plan sheets ("E" Sheets) from the ortho. This task will include effort to illustrate and label wetlands, restricted areas, channels, alignments, impacted areas, reference files, and other wetland features. This task includes effort to illustrate sensitive areas including, but are not limited to, 4(f) properties, Section 106 sites, and T&E areas. This task involves **(3)** Environmental or Aerial Sheets ("E Sheets").

**17. Guardrail.** This task includes effort to analyze potential guardrail locations and design new guardrail at locations that do not meet current standards or are affected by other elements of the project. Guardrail will be designed to meet current NDOT standards unless justified by an accepted design as governed by the current Roadside Design Guide. There are approximately **(#)** locations of W-beam guardrail and **(#)** installations of cable guardrail. This task involves **(#)** Special Plan Sheets ("U Sheets").

**17. Signalization.** This task includes the design **through Plan-in-Hand** and development of plan sheets associated with the removal and reconstruction of existing traffic signal infrastructure.

Traffic signal removal plans will be developed for the following intersections:

- 4<sup>th</sup> Street & Court Street
- 5<sup>th</sup> Street & Court Street
- 7<sup>th</sup> & Court Street
- 8<sup>th</sup> & Court Street

Traffic signal construction plans will be developed for the following intersections:

- 6<sup>th</sup> Street & Court Street
- 6<sup>th</sup> Street & Market Street

**18. Floodplain Permit** If a Floodplain Permit is required, The Design Consultant will certify the project construction occurring in a floodplain, whether crossing or parallel, complies with floodplain regulation:

State Minimum Standards require, when construction occurs in Base Floodplains, it does not increase, cumulatively, the floodplain base flood elevation more than one-foot (1').

State Minimum Standards require, when construction occurs in floodways, it does not increase the base flood elevation any amount.

The Consultant is to provide a Certification of Compliance for each floodplain encroachment utilizing the Certification of Compliance Form. ~~NDOT will provide Certification of Compliance for all floodplain crossings involving bridge-sized structures.~~

The Consultant is to provide a Floodplain Certification Memo which includes an abbreviated project description, including beginning and ending locations, project activities that will occur, floodplain locations and impacts (if any) to floodplain base flood elevations. (NDOT can provide template and examples for the floodplain certification memo.) This memo will be sent to the Consultant Coordinator and will not be placed on OnBase by the Consultant.

**19. Plan-In-Hand Report.** The Consultant will prepare and submit a draft Plan-in-Hand report within two (2) weeks of the meeting summarizing the findings and decisions made regarding the project design. The draft PIH report will be submitted and routed for review and comments. The consultant will address the comments (within 2 weeks) and submit the final PIH report.

**20. Working Day Calculations.** Working Days for construction activities will be calculated at the Plan in Hand plan stage and incorporated into the draft PIH report and updated at the Draft Final PS&E plan stage.

**21. Pavement Determination.** The Consultant shall provide complete documentation of the structural pavement design analysis used for the project. The pavement analysis must be a nationally recognized method, such as AASHTO, AIM, PCA, etc. The Pavement

Determination Data Sheet (supplied by NDOT) shall be completed by the Consultant and included as part of the documentation

**22. Traffic Study.** The Consultant shall perform traffic analyses to assess and determine/confirm intersection control type and lane configurations at all public street intersections along Market Street, Court Street, and Ella Street and between, and including, 2<sup>nd</sup> Street and 9<sup>th</sup> Street. The Traffic Study effort includes collecting existing 12-hour turning movement volumes (including pedestrian and truck volumes) at all intersections within the limits described above and developing future traffic volumes for two (2) future horizon years. The traffic study will be documented in a final traffic study memorandum.

**23. Access Management Plan.** ~~The Consultant shall evaluate existing access and circulation associated with operations of the Farmer's Cooperative located at 403 S. 3<sup>rd</sup> Street. Strategies will be developed, evaluated, and recommended for maintaining access and circulation in an effort to minimize negative impacts to both business operations and corresponding public streets. Up to three (3) meetings with representatives of the Farmer's Cooperative are included with this task.~~

**24. Pavement Markings and Signing.** This task includes the design through Plan-in-Hand of all Roadway pavement markings and signing, which includes setting up all the traffic sheets for the project and labeling. This task involves (15) Traffic Sheets ("M Sheets").

#### Deliverables

- a) Meeting Minutes for all meetings to be summarized emailed to the Client, NDOT and applicable stakeholders within (2) days of meetings.
- b) Hydraulic Report and Data Sheet
- c) Deliverables for the Plan-in-Hand Phase include:
  - i) Preliminary Waterway Permit Data Sheet, NDOT Form 290
  - ii) Erosion Control Plan-in-Hand Checklist, Exhibit G of the NDOT Roadway Design Process Outline (DPO), if applicable
  - iii) FAA Form 7460-1 when applicable
  - iv) Plan-in-Hand Plans
  - v) Project Information Sheet, NDOT Form 342
  - vi) Project Quantity Sheet, NDOT Form 343E
  - vii) Draft Plan-in-Hand Report (pdf format)
  - viii) Plan-in-Hand plans with comments consolidated on one set
- d) Final Plan-in-Hand Report (pdf format)
- e) Plans/display showing project in relation to mapped floodplains/floodways, if applicable
- f) Opinion of Probable Construction Cost
- g) Construction and working day estimates
- h) Updated project description, project details, and purpose and need as necessary

- i) Pavement Determination
- j) Working Day Calculations
- k) Cost Estimates
- l) Traffic Study Memo
- m) Access Management Plan Memo
- n) KMZ file at each plan submittal
- o) Utility Call Reports or equivalent documentation

Refer to last page of this Scope of Services for detailed list of required plan sheets at each phase of project.

#### V. Post Plan in Hand Plans

~~1. — **Post Plan in Hand plans** incorporate review comments needing revisions identified during the plan in hand and serves as a mid-point check of the design. Task assumes **40** total sheets will need revisions.~~

~~2. — **Post Plan in Hand Plan Submittal** the following plans with the limits of construction are to be submitted to the LAD PC at the completion of the functional design. Below is the order the plans are to be arranged in the plan set.~~

#### VI. Draft PS&E Submittal Plan review

~~NOTE: upon receipt of the Draft PS&E Plans on projects NDOT has assumed the duties of the Responsible Charge (typically projects located outside of MAPA and LCLC) the NDOT's Right-of-Way Division will prepare the ROW Cost Estimate.~~

~~1. — **Incorporate review comments** the Consultant will address and incorporate review comments from the Post Plan in Hand Plan review. Task assumes **20** total sheets will need revisions.~~

~~2. — **Draft PS&E Submittal** the Consultant shall submit a draft PS&E package, to the Project Liaison and LAD PC for final review. The package will include the plan set and total project quantities.~~

~~The only revisions to the Draft PS&E plans would be modifications resulting from right of way negotiations and/or NDOT Division Reviews.~~

#### VII. Final PS&E Submittal/Blue Line Corrections

~~1. — **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 LAD Project Coordinator for the final~~

PS&E review. The completed PS&E plans to be submitted by the Consultant shall include the following:

- i. ~~Electronic Plan Data for the Contractor:~~
  - i. ~~Slope staking information at locations where grading is to be completed to flatten slopes, construct guardrail and mailbox turnouts, and construct new erosion control curb and flumes. The Consultant shall provide the State with samples of these items for approval of the formats and information. Final construction information to be submitted as directed by the NDOT Project Coordinator.~~
  - ii. ~~Subgrade and finish grade information for new construction (previously blue tops and paving grades).~~

2. ~~**Address comments or questions** during PS&E Review this includes the effort of addressing any questions or comments that arise during the PS&E review. And making corrections per PS&E Comments (not to include errors or omissions), this includes corrections based on PS&E comments that make the plans biddable (bluelines).~~

- i. ~~After PS&E corrections, the Consultant shall upload all electronic CADD files into ProjectWise and create a zip file containing the Electronic Plan Data, to be uploaded into OnBase – NDOT RD Construction Model. Electronic Plan Data to be provided per NDOT's "Modeling Design Guidelines" available in OnBase.~~

3. ~~**Electronic CADD files** after PS&E corrections, the Consultant shall upload all electronic CADD files to the State's FTP Site (ProjectWise). The following should also be included:~~

- a. ~~Documentation File (metadata about the files provided, descriptions, etc.)~~
- b. ~~CADD Files (\*.DGN format)~~
  1. ~~Alignment File(s), GPK file~~
  2. ~~Roadway Design Feature File(s)~~
  3. ~~ROW Feature File, if applicable~~
  4. ~~Wetlands Feature File~~
  5. ~~Topography Cross Sections (when available)~~
  6. ~~3D Design Break line file~~
- c. ~~Alignment Data~~
  1. ~~LandXML Format~~
- d. ~~Machine Control Surface Model files (LandXML format)~~
  1. ~~Existing Ground~~
  2. ~~Proposed Finished Grade~~
  3. ~~Proposed Grading Surface~~
- e. ~~Super elevation Transition Diagrams~~
  1. ~~Super Diagram or Word Document~~

4. ~~**Printing** this includes effort to print and resubmit any sheets that change based on PS&E comments (not to include errors or omissions).~~

5. ~~SWPPP~~ When required by the NPDES Construction Stormwater Permit, the Consultant shall provide a Stormwater Pollution Prevention Plan (SWPPP) for the project. The SWPPP must be developed using NDOT's SWPPP template that will be provided by the Roadside Stabilization Unit. The Roadside Stabilization Unit will complete a redline review of the SWPPP and Erosion Control Plans. The Consultant shall incorporate comments received from the Roadside Stabilization Unit prior to delivery of the final documents.

6. **Letting Task**

- a. Answering questions received from Contractors during Letting Phase
- b. Supplying Information to NDOT for preparing addendums *(will be supplemented with future contract if needed)*
- c. Supplying information to NDOT for bid analysis.
- d. Shop drawing review/approvals *(will be supplemented with future contract if needed)*

**DELIVERABLES FOR FINAL PLANS (PS&E) PHASE INCLUDE**

- a. Opinion of Probable Construction Cost
- b. Two full-size sets of Final Plan electronic files
- c. Prelim. Stamp OFF/Seal OFF
- d. ("12345 Roadway Prelim Plans" and "12345 Roadway Prelim Cross Sections")
- e. Prelim. Stamp OFF/Seal ON and signed
  - i. ("12345 Roadway Final Plans" and "12345 Roadway Final Cross Sections")
- f. Project Information Sheet, NDOT Form 342
- g. Project Quantity Sheet, NDOT Form 343E
- h. Summary of Quantity Sheets, NDOT Form 355
- i. Guardrail Summary, NDOT Form 195
- j. Summary of Quantities and Locations of Surfaced Driveways/Intersections
- k. Table of Drainage Summary Items, "Horse blankets"
- l. Length Sheet, NDOT Form 415
- m. PS&E Required Sheet, NDOT Form 280
- n. Grading Item Summary, NDOT Form 64E
- o. Special Provisions (word format)
- p. Standard Plan listing
- q. Special Plan listing
- r. Certification of Compliance, NDOT Form 366
- s. Floodplain Certification and Permit (If applicable)
- t. Construction and working day estimates

**VIII. RIGHT-OF-WAY DESIGN SERVICES**

**Overview:** The following tasks will be completed to establish the existing Right-of-Way and to design the proposed Right-of-Way. The consultant will complete and submit title research, legal description, and ROW plans.

**Qualifications, Knowledge and Experience.** The Services must be completed by, or under the direct supervision of a registered abstractor who is qualified and in good standing to complete the Services in Nebraska. Consultant must be knowledgeable and have substantial experience completing Services of this type.

**Software, Equipment, and Submission Requirements.** Title researcher will be responsible for providing all necessary equipment, supplies, materials, and software to complete the Services. The Certificate of Title reports shall be signed, converted to pdf format and submitted in readable electronic form. Supporting documents shall be submitted in pdf, jpeg or tiff format. All deliverables shall be submitted using the specified file naming convention.

**Format of Right-of-Way plans** The Consultant shall submit all Right-of-Way plans as half-size plans plotted at the appropriate scale. They must measure the standard 11"x17" paper that is used in any normal Xerox machine. The margins must measure as follows: left margin must be approx. 1-inch, right margin must be approx. 5/16 inch, and the top and bottom margins must be approx. 3/8 inch. The border used must be the one supplied with the ROW cell file. It measures approximately 15 5/8 inches x 10 3/8 inches when plotted at 1" = 200' scale. The scale of the ROW plan sheets will match the scale of the roadway plan sheets. Any materials submitted to the State by the Consultant must be on or equivalent to white bond. Any material, which does not produce an acceptable reproduction, will be returned to the Consultant for rectification. The Consultant shall follow the State's "CADD Drafting procedures and guidelines" in preparing the project plans. Sheets must be set up according to the State's procedures. File names must follow the State's CADD naming convention. Line weights, line styles, text size and leveling must follow the State's guidelines. The CADD files must conform to the following standards and conventions:

Graphic elements must be placed in accordance with the State MicroStation Right-of-Way element attributes standards. Working units must be:

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

File names must use State CADD naming convention.

**Data Transfer** It shall be the Consultant's responsibility to obtain the necessary software to translate to and from the specified format for all electronic files supplied by the State and for all electronic files prepared by the Consultant and supplied to the LPA/State. The State and the Consultant shall transfer all Graphic files in a MicroStation dgn. Format. A data sheet must accompany all electronic file submittals listing the file names and detailing the method of placement so the State will know how to restore the data in our system. All computer files shall be provided on either compact disk (CD) or loaded to State's FTP site unless otherwise specified. The State will provide instructions and password for FTP site with final contract documents.

1) **Existing Right-of-Way Base.** This task involves certified title research including collecting the Plat drawings, reviewing property titles, reviewing survey data, and other necessary information to establish the existing Right-of-Way, including easements, for the properties abutting the project. Title Searches to be completed by a certified abstractor. Ownership plans will be developed from this information and the consultant will have this task completed prior to the plan-in-hand meeting.

2) **Proposed Right-of-Way.** The Consultant will determine the easements (temporary and permanent) and right-of-way required to construct the project. It is estimated that there will be up to 28 tracts associated with this project.

3) **Right-of-Way Plan Sheets.** The Consultant will prepare right-of-way plan sheets to include in the plan set. The sheets will include existing property lines and all proposed right-of-way ownerships, easements and takings will be tabulated and shown on the sheets. Tract Maps with all legal description will be provided by the Consultant. This task involves 15 Right of Way Plan Sheets ("W Sheets").

4) **Title Research.** All title research services will be completed in compliance with the Uniform Relocation Assistance and Real Property Acquisition Act (the Uniform Act) and with the NDOT Right-of-Way Manual. The Services must be completed by, or under the direct supervision of a registered abstractor who is qualified and in good standing to complete the Services in Nebraska. Consultant must be knowledgeable and have substantial experience completing Services of this type. The State will provide instructions and password for FTP site with final contract documents. Consultant will be responsible for providing all necessary equipment, supplies, materials, and software to complete the Services. The Certificate of Title reports shall be signed, converted to pdf format, and submitted to State in readable electronic form. Supporting documents shall be submitted in pdf, jpeg, or tiff format. All deliverables shall be uploaded to an ftp site specified by State using State's file naming convention.

5) **Permit to occupy right of way** Projects encroaching on NDOT right of way (utilities, drainage structures, grading, etc.) need to be permitted by the NDOT District Construction office. At the Plan in Hand Plan design stage, NDOT will assist the LPA/LPA's with contacting the District Engineer or Permits Officer to determine if a permit or permits are needed.

All requests for permitted access shall first be submitted to the District Engineer in whose District such access lies. Requests must be submitted on standard access permit application form available from the Department (NDOT Form 19). The consultant shall provide the following items to the RC for evaluation of encroachments or an access application or the construction of an access:

1. Highway and access plan and profile.
2. Complete drainage plan of the site showing impact to the highway right of way.
3. Map and letters detailing the utility locations before and after development in and along the highway.

4. Subdivision zoning and development plan. These should be coordinated with the local officials and their comments should be included with the application.
5. Property map indicating other accesses and abutting public roads and streets, including those on the opposite side of the highway.
6. Proposed access design details, such as, ADA requirements, or wetlands.
7. A Traffic Impact Study, if required.

The District Engineer will make appropriate comments and forward the application together with the plans and other supporting data to the LADS PC/RC who will coordinate with the Right of Way Division for issuance of the permit.

**ROW Deliverables at the Post Plan in Hand Design Stage.**

- a) The title researcher shall review the title research study area ("Study Area") and search the County real estate records to identify each separate parcel of land located within the Study Area. A separate parcel of land is all contiguous land owned by the same owner and held in the same title (e.g., sole owner, joint tenants, tenants in common, etc.).
- b) The title researcher shall provide a copy of the title-vesting document for the current owner of each parcel of land in the Study Area.
- c) The title researcher shall list all owners of record of the parcel within the preceding 5-years and include a copy of each additional instrument conveying title to each owner identified.
- d) Title researcher shall provide a Certificate of Title Report for each parcel within the study area. This Title Report shall be on the State's approved Certificate of Title Report form (or a preapproved form) to report such information. Each Title Report shall also include the following information:
  - i) The name of the current parcel owner(s) and how the title is held, exactly as shown on the title vesting document(s).
  - ii) The owner's mailing address as shown in the County Assessor or Treasurer's records.
  - iii) If the owner of record is known to be deceased, the Case Number of the Deceased's Probate along with the name(s) of court appointed Personal Representative(s) if available.
  - iv) Active Mortgages, Deeds of Trusts, and other financing documents, and any assignments of such documents.
  - v) Active liens, agreements, conditions, limitations, restrictions or covenants affecting title.
  - vi) Easements such as private water, sewer, ingress/egress (access), cell towers, flood, and irrigation or others that encumber or restrict the use of the land. Consultant should not provide easements for public utilities (water, sanitary sewer, power, gas, cable, telephone, and telegraph).
  - vii) All recorded leases except oil and gas leases.
  - viii) List the document recording information for each record listed in the title report to include the date of record and instrument number.
  - ix) The legal description for the subject parcel of land.

- x) Comments the abstractor believes are necessary for a full understanding of the information reviewed for the parcel.
- xi) Name, signature, and license number of abstractor and title effective date.
- e) Provide copies of all supporting documentation (deeds, easements, etc.) that are listed in the title report in an electronic format type using the document naming convention as specified. Consultant should not provide copies of the active mortgages, deeds of trust or assignments that are listed on the Title Report.
- f) If applicable, Consultant shall provide copies of subdivision plats and surveys of irregular tracts and tax lots with metes and bounds field notes.
- g) Provide copies of deeds, easements, dedications, plats, etc., for any property acquired by or conveyed to governmental entities.
- h) Provide copies of County Cadastral Maps in counties that do not have a GIS website.

Title Report and Supporting Document Naming Convention. For each parcel - two separate electronic files must be submitted as detailed below:

1. For each parcel - One electronic file containing the Title Report
2. For each parcel - One electronic file containing all supporting documents. This file should include all documents as specified under the above ROW Deliverables at the Post Plan in Hand Plan Stage.
3. For each electronic file - file names should be simple, easy, and logical. File names should include last name of private owner or first name of company.

**Examples of File Names**

Vesting Owner	Title Report File Name	Documents File Name
Joe Smith	Smith TR	Smith Documents
Lincoln Methodist Church	Methodist Church TR	Methodist Church Documents
MSD LLC	MSD TR	MSD Documents
Sam Jones and Doug Peters	Jones TR	Jones Documents
AJ Brown Auto Body	Brown TR	Brown Documents

The Consultant is to submit a geographically oriented base file in MicroStation \*.dgn format showing the following information for the entire project. Files may be submitted in one file or in reference files, all necessary reference files need to be in the submittal.

- Surveyed Topography
- All construction items (feature file)
- Limits of construction.
- ROW Survey (section corners, lot corners, etc.)

- Ownership information (property lines, owner names, lot numbers, lot lines, tract numbers, etc.)
- ROW Design (new ROW, PE's and TE's)
- ROW patterning (if placed in the base file)
- Air photo if used

On Projects that NDOT is acquiring ROW, the consultant shall submit a kmz file.

### Prepare, Right of Way Cost Estimate

**Overview** **NDOT will prepare the ROW Cost Estimate** on projects located outside of the Metropolitan Planning Organizations (MPO) of Metropolitan Area Planning Agency, Omaha (MAPA) and of Lincoln City Lancaster County (LCLC). ~~If project is within an MPO, ROW Cost Estimate will be completed by the LPA as detailed below.~~

~~If an LPA in MAPA or LCLC elect to outsource preparation of the ROW Cost Estimate, they may do so provided the ROW Cost Estimate is prepared by a real estate professional knowledgeable of land values in the area of the project and the ROW Cost Estimate is prepared using the following criteria.~~

~~**ROW Cost Estimates** should include an estimate of the current value of the takings, any damage costs, incidental costs (such as appraisal fees, negotiator fees, title fees, etc.), relocation expenses, possible condemnation costs, and demolition fees, (ROW Cost Estimate form PA-4).~~

~~The following items are required in the estimate:~~

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

The ROW Cost Estimate includes the cost to research and acquire the right of way for the project, including easements. It includes the right of way costs for storm water management, wetland mitigation, and other work outside of the roadway prism. Contractual obligations with property owners to relocate fencing, reconstruct gates, relocate sprinkler systems, etc. are a ROW cost and are not to be a construction item.

The cost to repair sprinkler systems on public right of way is ineligible for federal participation. However, Local Public Agency policies may provide local funding to repair underground sprinkler systems located in the public ROW and damaged by a public project.

The cost to repair sprinkler systems on public property is ineligible for federal participation. However, Local Public Agency policies may provide for local funding to repair underground sprinkler systems located in the public ROW and damaged by a public project. The ROW Cost Estimate is to note if local funding is available and the estimated cost of repair of the system in the public right of way.

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

It is anticipated a ROW Cost Estimated is needed for 20 tracts.

**Deliverables:** ROW Cost Estimate form PA 4.

## **IX. Bridge Design Services**

### **Description**

This scope provides for engineering services to provide {ex. Bridge Design Data Sheets and TS & L's, Final Bridge Design, Final Bridge Plans, Bridge Load Rating, and Construction Services for \_\_\_\_\_ and \_\_\_\_\_.

### **State to:**

1. \_\_\_\_\_ Provide as-built plans of existing structure.

2. Provide subsurface investigation report and foundation recommendations (including boring logs, allowable soil pressure and bearing pile resistance for a selected pile type).
3. Provide pile order lengths.
4. Provide the latest copy of Bridge Office Policies and Procedures Manual. (BOPP Manual) (Available on NDOT website)
5. Provide MicroStation \*dgn. Format bridge design files, including base sheets, current design standards, libraries, etc. (Available on NDOT website)
6. Provide a sample set of typical bridge plans.
7. Provide hydraulic data sheet.
8. Provide latest bridge inspection reports.
9. Provide Sufficiency Ratings and HS Ratings of existing bridges.
10. Provide available survey information.
11. Provide preliminary roadway design plans.
12. Determine lighting locations on the bridge(s).
13. Provide traffic data.

#### **Applicable Publications**

The Consultant shall follow the criteria of the current applicable publications of the American Association of State Highway and Transportation Officials and design criteria furnished by the State. These publications and others which the Consultant shall use in this work are:

1. AASHTO LRFD Bridge Design Specifications (Ninth Edition)
2. Nebraska Minimum Design Standards, Board of Public Roads Classifications and Standards 2016 (or latest edition).
3. Nebraska Department of Transportation Standard Specifications for Highway Construction, 2017 (or latest edition)
4. Nebraska Department of Transportation Bridge Office Policies and Procedures Manual. (BOPP Manual)

#### **Project Plans Format, Convention and CADD**

All full-sized plan sheets must be 24" x 36". The margin on the right will be ½", the margin on the top and bottom will be 1" and the margin on the left side (binding edge) will measure 2". The border will measure 22" x 33 1/2". Any materials submitted to the State by the Consultant must be on or equivalent to white bond. Any material which does not produce an acceptable reproduction will be returned to the Consultant for rectification.

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

- Graphic elements must be placed according to NDOT Bridge level conventions as described in the README.DGN file.
- Working units must be:
- Master Units = Survey Feet, Label: '1
- Sub Units = inches, Label: "
- Resolution = 1000 per distance survey foot
- File names must use NDOT Bridge CADD naming convention as described in the Bridge Office Policies and Procedures Manual.

**Data Transfer**

The Consultant shall create and transfer all plan files to the State in MicroStation \*dgn. Format. It is the Consultant's responsibility to obtain the MicroStation \*dgn. Format software.

The MicroStation \*dgn. Format software files shall be transferred to the State via NDOT's FTP site.

**1. Bridge Design Data Sheets and Bridge Type, Size and Location Plans (TS&L) for Non-Hydraulic Structures**

The Consultant shall prepare a Bridge Design Data Sheet and Type, Size, and Location plans (TS&L) for concrete and steel superstructure alternates (if applicable) for the structures listed below:



The Consultant shall prepare a general description/layout of the proposed bridges on each TS&L plan. This information shall include, but is not necessarily limited to the following:

- 1) Sectional Elevation View of Bridge
  - a. Span arrangement
  - b. Locations of substructure elements
  - c. Existing and/or design profiles of ground, roadways, railroads, etc. below and adjacent to the bridge.
  - d. Low girder elevations
  - e. Vertical clearances of bridge to roadway/railroads below
  - f. Grade elevations of bridge and other critical elevations
  - g. Top of pier footing elevations
- 2) General Plan View of Bridge
  - a. Span arrangement
  - b. Locations of substructure elements
  - c. Locations of existing roadway/railroads
  - d. Horizontal clearances to substructure elements
- 3) Typical Cross Section of Bridge Roadway/Superstructure
  - a. Girder type designation
  - b. Girder spacing
  - c. Clear roadway width of bridge
  - d. Phasing (if any)
- 4) New Grade Profile Sketch
- 5) Structure Location Note

The title block along the right side of the sheet shall include the information specified in Section 2.1.3 of the Bridge Office Policies and Procedures Manual. The Bridge Design Data Sheet shall be done in accordance with the Bridge Office Policies and Procedures Manual. The Consultant retains electronic TS&L plot data for reproduction if necessary.

**2. Bridge Design Data Sheets and Bridge Type, Size and Location Plans (TS&L) for Hydraulic Structures**

The Consultant shall prepare a Bridge Design Data Sheet and Type, Size, and Location plans (TS&L) for concrete and steel superstructure alternates (if applicable) for the structures listed below:

\_\_\_\_\_  
\_\_\_\_\_

The Consultant shall prepare a general description/layout of the proposed bridges on each TS&L plan. This information shall include, but is not necessarily limited to the following:

- 1) Sectional Elevation View of Bridge
  - a. Span arrangement
  - b. Locations of substructure elements
  - c. Existing and/or design profiles of ground, roadways, railroads, etc. below and adjacent to bridge (where applicable).
  - d. Low girder/slab elevations
  - e. Grade elevations of bridge and other critical elevations
  - f. Top of pier footing elevations
  - g. Bottom of sheet pile or abutment wall elevation
  - h. Bottom of pile bent encasement elevation
  - i. H.W. Elevation (Q100)
- 2) General Plan View of Bridge
  - a. Span arrangement
  - b. Locations of substructure elements
  - c. Location of existing bridge
- 3) Typical Cross Section of Bridge Roadway/Superstructure
  - a. Girder type designation
  - b. Girder spacing
  - c. Clear roadway width of bridge
  - d. Phasing (if any)

Show all hydraulic information as shown in the hydraulic data sheet. Also, show elevation and plan view of riprap layout, channel shaping and channel transition back to the natural channel, to scale. Show ordinary high water (OHW) elevation. Existing Profiles, New Grade Profile Sketch, Structure Location Note The title block along the right side of the sheet shall include the information specified in Section 2.1.3 of the Bridge Office Policies and Procedures Manual. The Bridge Design Data Sheet shall be done in accordance with the Bridge Office Policies and Procedures Manual. The Consultant retains electronic TS&L plot data for reproduction if necessary.

**3. Final Bridge Design**

The Consultant shall prepare final bridge design plans for the structure(s) as described in this Scope of Services, and as detailed in the bridge design data sheets approved by the State. Because the bridges in this Scope of Services may be different types, some of the items in this section and the following section may not apply for each structure.

- 1) ~~The Consultant shall compute quantities according to the standard bid items in the Standard Specifications.~~
  - 2) ~~The Consultant shall prepare a list of all current standard special provisions that pertain to this project. In addition, the Consultant shall prepare special provisions for any bid item not in accordance with the Standard Specifications.~~
  - 3) ~~If any proprietary items are specified in the final design plans, the Consultant shall list at least three manufacturers in the plans and special provisions, or a general specification eliminating any reference to proprietary names. In addition, the Consultant shall provide to the State any technical brochures pertaining to the proposed products.~~
  - 4) ~~75% Bridge Plan Submittal. The Consultant shall submit to the LAD PC PDF plans via ~~the State's FTP site~~ for the 75% review when the initial design and detailing is completed, but prior to the checking. To avoid delays in the design, during this period of preliminary review, the Consultant may proceed with the bridge design check.~~
  - 5) ~~90% Bridge Plan Submittal. The Consultant shall submit to the LAD PC PDF plans via the ~~State's FTP site~~ for the 90% review when the design and detail check is complete, and a draft copy of the special provisions.~~
  - 6) ~~100% Final Bridge Plan Submittal. The Consultant shall submit final drawings and final special provisions when all final corrections and quantity calculations are completed. The consultant shall submit one complete set of design calculations and one complete set of check calculations, including copies of any computer output used in the design and check calculations. Also, to be submitted, is one complete set of quantity calculations and one complete set of quantity check calculations (including copies of any applicable computer output). All design/check calculations and all quantity/check calculations, the Word files for the special provisions, and a PDF of the final bridge plans shall be submitted via LAD PC.~~
  - 7) ~~The Consultant shall do the design check calculations and check quantity calculations independent from the original design calculations and original quantity calculations. All check calculations are to be performed by a person of equal professional status as the one who performed the original calculations.~~
  - 8) ~~The Consultant shall show the names of the individuals preparing and checking the work, along with the date on each sheet of the original design, design check calculations, and quantity calculations and check quantity calculations. The Consultant shall make sure that all calculations are properly indexed, arranged in a logical and orderly manner.~~
  - 9) ~~The Consultant shall provide shim data (deflections due to slab and curb/rail weight).~~
- 4. Final Bridge Plans** This task involves (#) Bridge Plan Sheets ("S Sheets").  
Requirements for bridge design plans:
- 1) The Consultant shall prepare final bridge design plans on sheets in accordance with the format described in this Scope of Services.

- 2) — The Consultant shall provide a title block along the right side of each sheet that is in conformance with the "Bridge Office Policies and Procedures Manual".
- 3) — The Consultant shall draft all structural details at a scale which will clearly show all details, notes, and lettering when the plans are reduced to half size.
- 4) — The Consultant shall put the seal and signature of a registered professional engineer licensed to practice in the State of Nebraska on all sheets of the final design plans.

**5. — Load Rating Services**

Load Rating Services shall include the following:

1. — Provide bridge rating using BrR software. A Load Rating Summary Sheet (BR Form 465, current version; form available on NDOT website) and the load rating calculations shall be provided for the bridge.
2. — The load rating shall include analysis for the Special Haul Vehicles SU4, SU5, SU6 and SU7 Trucks shown in the latest version of the Manual for Bridge Evaluation. NDOT Rating Trucks shall also be included in the load rating analysis. The load rating shall be performed in accordance with NDOT's Bridge Inspection Program Manual. The consultant should utilize the Load Rating Report checklist in this manual when completing the load rating.

**6. — Girder Shim Calculations *(will be handled as a supplement to this contract)***

- 1) — The Engineer shall provide to the Consultant the height of instrument elevation and the rod readings taken on top of the girders at the points designated by the Consultant.
- 2) — The Consultant shall calculate the girder shims of each point and provide the results to the Engineer.
- 3) — The Consultant shall recommend any needed adjustments to the grade, shear connector embedment, etc. to provide for proper girder shims.

NOTE: The State may make suggestions or comments and will attempt to return the plans within approximately two weeks after receiving the plans from the Consultant for the above bridge plan submittals.

X. **Environmental Services and Coordination**

Environmental coordination requires the Design Consultant to work with the NEPA Consultant to ensure environmental commitments are met. The RC is responsible for coordinating these efforts.

- 1) **Review of NEPA documents and commitments.** The Design Consultant shall review the NEPA Documents for any commitments made that must be addressed during the design.
- 2) **NEPA exhibits.** The Design Consultant will provide the NDOT with exhibits as needed for the development of Public Involvement.
- 3) **Preliminary Waterway Permit Data Sheet.** The Design Consultant will complete form NDOT-290 for the project.
- 4) **Wetlands Impacts.** The Design Consultant will provide limits of construction to the Environmental Consultant for calculation of impacts to wetland areas delineated. This information shall be provided in the final plans on the E Sheet.
- 5) **Airport Coordination.** The Design Consultant shall coordinate and submit formal correspondence and approval from NDOA.
  - a. The need or potential need for a FAA Form 7460-1 should be noted in the plan-in-hand report and added as a special provision in the PS&E package by the design consultant.

## **XI. PUBLIC INVOLVEMENT**

The Consultant shall serve as the agent for the Client, the City of Beatrice (City), representing the Client in all matters related to public involvement services for this project, with the exception of *(list any tasks to be conducted by the Client or others)*:

1. Civil Rights Analysis
2. Preparation of a distribution list of stakeholders and contiguous property owners
3. Preparation and dissemination of a press release in regard to public involvement
4. Ordering and posting temporary public meeting highway signs (if needed)

It is anticipated that the project will require the following major tasks *(include the following, as appropriate)*:

1. Public Involvement Plan (PIP)
2. Public Information Meetings (PIM)
3. Stakeholder Meetings
4. Other

### **APPLICABLE PUBLICATIONS:**

Work shall be done in accordance with the most current version of the following materials. The most current versions of the NDOT materials can be obtained from the NDOT website.

NDOT Public Involvement Procedure

<http://dot.nebraska.gov/media/3964/ndor-public-involvement-procedure.pdf>

### **CLIENT SHALL PROVIDE:**

1. If applicable, cover any costs associated with securing or using meeting venue(s)
2. Distribution list of stakeholders and contiguous property owners
3. Press Release to be sent two weeks prior to public information meeting (optional)
4. Temporary signage to be installed 15 days prior to public information meeting (if needed)
5. Templates for standard reports, legal notices, handouts, comment response letters, etc., for materials being developed for Client

### **CONSULTANT SHALL PROVIDE THE FOLLOWING SERVICES:**

Consultant will work with the Client to develop a Public Involvement Plan to address public notification, develop a database of project stakeholders and plan for the PIMs, stakeholder meetings, and/or agency meetings that might be necessary.

CONSULTANT SHALL PROVIDE:

**1. Public Involvement Plan**

- a. Consultant will work with the City to develop a Public Involvement Plan to address public notifications, develop a database of project stakeholders, and plan for up to two (2) public information meetings (PIM), ten (10) stakeholder meetings, or agency meetings that might be necessary.

**2. Public Involvement Meetings (1 Meetings)**

- a. Public Meeting Planning. For both public and stakeholder meetings (unless otherwise noted), the Consultant shall:
  - i. Attend and document a public involvement planning meeting. (Two planning meetings)
  - ii. Identify venue and arrange for booking.
  - iii. Provide a meeting venue floor plan including identification of ADA compliant access routes, location of display and presentation materials, and seating arrangement, if applicable.
  - iv. Verify local newspaper distribution schedule and critical dates and submittal information related to legal advertisements. (PIMs only)
  - v. Prepare a legal notice to include project location, purpose and need, planned construction, ROW/easements, additional impacts, and construction schedule. (PIMs only)
  - vi. Prepare a press release to be sent two weeks prior. (City to send)
  - vii. Prepare and distribute a targeted mailer to invite landowners and other project stakeholders identified by the City.
  - viii. Prepare and provide informational posters and other advertising materials.
- b. Meeting Materials Preparation. For both public and stakeholder meetings (unless noted otherwise), the Consultant will prepare separate materials consisting of the following:
  - i. Nametags and sign-in sheets
  - ii. Comment forms
  - iii. Fact sheet suitable for a mailer or handout at the public or stakeholder meeting(s); the fact sheet will include location, purpose and need, scope of work, traffic volumes, construction schedule, accommodations of traffic, ROW, potential impacts, additional costs, location map/detour map, and appropriate logos (FHWA, City, Preliminary Plan Stamp – NO consultant logos / branding). (Two fact sheets.)
  - iv. Up to 8 boards. (Two sets of boards).
  - v. Aerial mosaic with alternatives analyzed and potential impacts. (Two mosaics.)
  - vi. 3D visualizations of preferred design modifications (PIM only).
  - vii. Visual preference survey activity for streetscape design elements.
  - viii. Prepare for and attend status meeting with the City to review comments on the public information materials, prior to finalizing. (Two status meetings.)
- c. Public Information Meeting. Consultant will assist the City in conducting each public meeting, including setup, facilitation, and teardown. Consultant will:

- i. Invite property owners and other stakeholders.
- ii. Attend the meetings. (At least two Consultant staff members)
- iii. Prepare for a continuity meeting (approx. 45 minutes before the actual public meeting) for the project team to review key facts / information and to go over any potential issues and to provide suggestions on how to approach questions and/or conflicts. Provide an agenda or info sheet, as needed.
- iv. Prepare responses to written comments in a comment matrix for NDOT review, approval, and dissemination.
- v. Provide a summary memo including a summary of comments received and final responses and PI activities, using a template provided by NDOT.
- vi. Provide a Public Involvement report documenting all outreach completed.

### 3. Stakeholder Meetings (10 Meetings)

- a. One-on-one meetings. Consultant will organize and assist with hosting one-on-one meetings with business owners in the project area. As part of this effort, the Consultant will:
  - i. Provide timeslots for business owners to sign up for to meet with project team members and the City.
  - ii. Work with the Client to identify groups of business owners that need to be contacted between existing Hwy 136 (Court Street) and future Hwy 136 (Market Street) from 1<sup>st</sup> Street to 10<sup>th</sup> Street.
  - iii. Assist in scheduling one-on-one meetings for the Client and project ambassadors to meet with business owners about the project.
- b. Stakeholder Meetings. Prior to the first public information meeting, Consultant will work with State to plan, support, and document a stakeholder open house meeting. Consultant shall:
  - i. Identify venue and arrange booking;
  - ii. Prepare targeted mailer to invite stakeholders identified by the City;
  - iii. Repurpose public information meeting informational materials which may include an agenda, information fact sheet, visualizations, and project information displays for use during meeting (FHWA, City Preliminary Plan Stamp – No consultant logos / branding);
  - iv. Attend (at least two staff member) stakeholder meetings;
  - v. Record and compile comments received during meeting(s);
  - vi. Prepare a summary of stakeholder meetings including comments and responses.

### 4. Other

- a. Project webpage: The Consultant will support the development of a project webpage on the City's website and provide content updates at project milestones (i.e., public meetings), and at project end.
- b. Digital Content: The Consultant will develop and provide design-for-digital content to be disseminated on existing social media accounts. Production of digital content will be ongoing throughout the project, increasing in frequency around public meetings and project milestones.

- c. Pop-up events: The City will be provided with project information materials to share at pop-up events organized by the City and Consultant. The Consultant team will assist in preparing City staff to host these events and will help to organize the event logistics.

## 5. MEETINGS

Meetings anticipated;

Kickoff meeting

Project status meeting(s)

Public meeting

Comment review meeting(s)

One on one meeting(s)

Agency meeting(s)

**Other.** (Additional project specific tasks may be added here).

## DIRECT COST ITEMS

- Venue;
- Nametags, Sign-In Sheets, comment forms.
- Informational posters
- Legal notice publication fees

## DELIVERABLES:

1. Public Involvement Plan
2. Public Information Meeting Documents and Maps
3. Project Information and Promotional Materials
4. Public Survey Results
5. Stakeholder Letters
6. Summary of Stakeholder engagement including responses to questions/ comments.
7. Public Involvement Report of entire public involvement process, public comments and responses to written comments.

## XII. WATERLINE/SANITARY SEWER RELOCATION/RECONSTRUCTION

The Consultant shall identify existing water mains or sanitary sewers that are in conflict with project improvements. Project improvements are to be designed around existing water mains and sanitary sewer lines; however, in some situations relocating the water main or sanitary line will produce an improved engineering design. Engineering judgment shall be used to determine when to relocate a public utility. This task involves minor reconstruction or relocation involving a public utility due to a roadway improvement and not a project initiated by the utility. Sometimes it is beneficial for municipalities (LPAs) to upgrade existing facilities concurrently with a transportation construction project. Federal aid Highway Transportation funds may not be used for betterments to water or wastewater systems. Only portions of the system directly impacted by improvements to the roadway may receive Federal aid Highway Transportation funds. The pay items for improvements to the water and wastewater systems will need to be separated out from the pay items for which Federal participation is allowed.

4. Wastewater Reconstruction Plan Sheets. The design of the wastewater collection system shall comply with the requirements of the Federal and State Clean Water Acts. Design and construction of facilities for the City's the design of the system shall generally follow the Recommended Standards for Sewage Works, a Report of the Committee of the Great Lakes Upper Mississippi River Board of State Public Health and Environmental Managers (10 State Standards). Details of construction shall conform to the LPA's Standard Specifications for Municipal Construction and Standard Plans if applicable. All plans for construction of wastewater system improvements shall be reviewed and approved by the LPA's Public Works and Utilities Department and the State of Nebraska Department of Environmental Quality prior to construction.

- Horizontal Alignment
- Vertical Alignment
- Detail Drawings
- Utility Conflict Verification and Resolution

~~2. **Water Main Reconstruction** The design of water mains, water distribution systems, valves, backflow preventers, fire hydrants, etc. shall comply with the Federal and State Safe Drinking Water Acts. The design of the system shall generally follow the standards of the American Water Works Association (AWWA) and the Recommended Standards for Water Works, a Report of the Committee of the Great Lakes Upper Mississippi River Board of State Public Health and Environmental Managers (10 State Standards). The design and construction of the improvement shall comply with LPA's Standard Specifications for Construction and Standard Plans if applicable. Fire flow requirements shall generally follow those in the Fire Suppression Rating Schedule published by the Insurance Services Office. All plans for the construction of water system improvements shall be reviewed and approved by the LPA's Public Works and Utilities Department, the Local Fire Department and if applicable the State of Nebraska Department of Health and Human Services, prior to construction. The Nebraska Safe Drinking Water Act and regulations require plans and specifications for all major construction related to public water systems be prepared by a registered professional engineer and be approved by the Department of Health and Human Services before construction costs are committed by the system owner. The law defines major construction as structural changes that affect the source of supply, treatment processes, or transmission of water to service areas, but it does not include the extension of service mains within an established service area.~~

- ~~• Horizontal Alignment~~
- ~~• Vertical Alignment~~
- ~~• Detail Drawings~~
- ~~• Utility Conflict Verification and Resolution~~

### **XIII. Geotechnical**

**Geotechnical Investigations** Consultant will provide geotechnical investigations of the subgrade on areas to be surfaced; roadways, parking lots, trails with borings every 500 feet unless otherwise directed by the engineer and prepare the pavement determination.

#### **1. Data Research**

Based upon current site topography, the site grading is expected to be minor, with cuts and fills sloped at 3H:1V or flatter. Borings will be taken, expect 11 soil test(s) with the project. The fee associated with these borings assumes the project site is easily accessible for truck-mounted drilling equipment and rights of access can be obtained from adjacent owners. These test borings will be in accordance with schedules located in the most recent NDOT Geotechnical Policy and Procedures Manual. The field exploration program consists of the following:

<b>Number of Borings</b>	<b>Boring Depth (feet)</b>	<b>Planned Location</b>
7	5	See attached map.
4	10	See attached map.

#### **2. Geotechnical Report**

The Consultant shall prepare and submit a geotechnical report to the LAD PC for routing and for review.

- i) The geotechnical engineering report shall include, as applicable, the following field and laboratory information:
  - (1) Discussion of geotechnical analysis
  - (2) Geotechnical recommendations
    - (a) for use in designing retaining walls, bridges, and pavements for the project
  - (3) Boring Logs
  - (4) Density and moisture content of undisturbed samples
  - (5) Unconfined compressive test, triaxial test, direct shear test, and consolidation test reports
  - (6) Soil classification data
  - (7) Other information as requested by NDOT

#### **3. Ground Penetrating Radar Investigation**

The Consultant shall investigate underground cavities below the sidewalks along this project through a comprehensive survey using ground penetrating radar (GPR) equipment. This service involves conducting detailed GPR scans to identify and map subsurface anomalies indicative of former coal chute cavities. The Consultant will analyze the GPR data to assess the size, depth, and structural integrity of these cavities. Additionally, a report will be provided, including visual representations of the findings, recommendations for any necessary remediation, and guidance on maintaining sidewalk safety and stability.

## **Coordination for Railroad**

Scope will be provided when applicable to project.

## Schedule

**Project Timeline.** The Consultant shall prepare a schedule for project milestone dates and the schedule will be updated upon Notice to Proceed as well as quarterly or if dates change. The consultant will show old dates with the updated schedule dates. The document will include the project name, the project number, project control number consultant firm name, project manager and date.

Notice to Proceed for PE	02/23/2026
PCM 0	03/19/2026
Scoping Site Visit	03/20/2026
PCM 20	04/17/2026
Notice to Proceed for Preliminary Engineering	04/20/2026
Notice to Proceed for NEPA	04/20/2026
Submit Plan in Hand Plans with LOC's and existing ROW	08/17/2026
PCM 30	09/09/2026
Plan-in-Hand Visit	09/16/2026
Submit Post Plan in Hand Plans	10/08/2026
PCM 35	10/09/2026
FHWA Hard Stop	
PCM 50	12/10/2026
Complete NEPA	02/01/2027
Notice to Proceed to Final Design	02/02/2027
PCM 70	02/03/2027
ROW Negotiations Start	06/21/2027
ROW Certificate	01/27/2028
Submit Draft PS&E plans	03/02/2028
PCM 90	03/09/2028
PS&E Turn in	04/04/2028
Let Project	08/17/2028

Nebraska Department of Transportation - Local Assistance  
 Division Plans Assembly (current as of July 2021)

Sheet Number & Order	Plan Sheet (As Required)	Created By	Sheet Description <small>*See NDOT Roadway Design Manual</small>	Sheets Required for Plan Sets			
				PIH	Functional	Prelim. PS&E	PS&E
A	Title Sheet	Consultant/PDU	See Section 4.A	X	X	X	X
B	Typical Cross-Sections	Consultant	See Section 4.B	X	X	X	X
C	Summary of Quantities	PDU	See Section 4.C				X
D_	Summary of Soil and Materials Survey Information	Consultant	See Section 4.D				X
E_	Environmental or Aerial Sheets Including Wetlands (when applicable)	Consultant	See Section 4.E	X	X	X	X
F_	Horizontal Alignment and Control Points	Consultant	See Section 4.F	X	X	X	X
G	General Information Sheets	Consultant	See Section 4.G	X	X	X	X
H_	Phasing Plans	Consultant	See Section 4.H	X	X	X	X
J1 Thru J	Large Scale Plans:	Consultant	See Section 4.I				
J_	Geometrics and Grades	Consultant	See Section 4.I	X	X	X	X
J_	Drainage	Consultant	See Section 4.I	X	X	X	X
J_	Construction & Removal (on separate sheets if necessary)	Consultant	See Section 4.I	X	X	X	X
J_	Erosion & Sediment Control w/ Wetland Areas	Consultant	See Section 4.I	X	X	X	X
K_	Utility Rehabilitation (project by project basis)	Consultant	See Section 4.J				
L	Plan and Profile or Plan Over Plan Sheets	Consultant	See Section 4.K	X	X	X	X
M1	Traffic Control Plans	Consultant	See Section 4.L		X	X	X
M	Temporary Pavement Marking Plan	Consultant	See Section 4.L			X	X
M	Signing Plans	Consultant	See Section 4.L			X	X
N_	Roadway Lighting Plans	Consultant	See Section 4.M	X	X	X	X
O_	Intelligent Transportation Project Plans	Consultant/	See Section 4.N and Chapter Fourteen: Traffic, Section 5				X
P_	Landscaping	Consultant	See Section 4.O			X	X
Q_	Earthwork Data Sheets	Consultant	See Section 4.P		X	X	X
R	Drainage Structure Cross-Section Sheets	Consultant	See Section 4.Q	X	X	X	X
S_	Bridge Plans (Bridge, Approach Slab, Paving Section)	Consultant	See Section 4.R	X	X	X	X
T_	Special Plans from Bridge (CBC, etc.)	Consultant	See Section 2.C			X	X
U_	Special Plans from Roadway (Area Inlets, Guardrail etc.)	Consultant/PDU	See Sections 2.B & 2.C			X	X
V	Other Plans as Needed		See Section 2.C				
W1 Thru W_	Right-of-Way Plans	Consultant	See Sect. 4.S and Chap. Fifteen: <u>Right-of-Way</u>				
	Ownership	Consultant	Chap. Fifteen, Sect. 2.B	X	X		
	Appraisal	Consultant	Chap. Fifteen, Sect. 2.D		X	X	
	PS&E Turn-In	Consultant	Chap. Fifteen, Sect. 2.F				X
X1 Thru X_	Roadway Cross-Sections	Consultant	See Section 4.P	X	X	X	X
Std. Plans	Standard Plans	Consultant PDU	See Section 2.A				X

**Project Name:** Court St. Access and Safety Transformation Init.  
**Consultant:** JEO Consulting Group  
**Consultant PM:** Jon Olsen, 402-525-4586, jolsen@jeo.com  
**LPA RC:** Jenna Habegger, 402-479-3607, jenna.habegger@nebraska.gov  
**Date:** February 11, 2025

**Project Number:** DPS-34(46)  
**Control Number:** 13608



#	Code	Classification	#	Code	Classification
1	PR	Principal	6	PI	Public Involvement Team
2	PM	Project Manager	7	RLS	Registered Land Surveyor
3	SELA	Sr. Engineer/ Sr. L.A.	8	LiDR	LiDAR Team
4	ENGLA	Engineer/L.A.	9	SUR	Surveyor I
5	SDES	Sr. Designer/Technician	10	ADM	Administrative

<b>Overhead Rate<sup>[1]</sup></b>
201.01%
<b>Fee for Profit Rate<sup>[2]</sup></b>
11.60%
<b>FCCM (if applicable)</b>
2.20%

**BLENDED RATES TABLE**

Template: T-WB-B-2 LPA PE (rev 10-23-2019) CPFF

Employee Name	Job Title & Certifications <sup>[3]</sup>	Current Actual Salary Rate/Hr <sup>[4]</sup>	% Assigned
<b>Principal</b>			
Lonnie Burklund	Director of Business Development	\$112.98	100%
		<b>Blended Rate:</b>	<b>\$112.98</b>
<b>Project Manager</b>			
Jon Olsen	Transportation Senior Engineer	\$93.75	100%
		<b>Blended Rate:</b>	<b>\$93.75</b>
<b>Sr. Engineer/ Sr. L.A.</b>			
Mark Lutjeharms	Transportation Senior Project Manager	\$91.62	30%
Eric Casper	Senior Landscap Architect	\$76.92	25%
Kevin Kruse	Water Resources Senior Project Manager	\$83.99	25%
Jay Fallick	Transportation Senior Project Manager	\$87.63	5%
Dan Carey	Transportation Senior Project Manager	\$81.04	1%
Mark Friend II	Traffic Senior Engineer	\$51.44	5%
Patrick Hartman	Water Resources Senior Engineer	\$57.88	5%
Terry Meier	Senior Grant Writer	\$66.23	1%
John Callen	Water Resources Project Manager	\$66.11	1%
Mark Templeman	Senior Design Manager	\$84.13	1%
Brad Wilken	Visual/Aesthetics Senior Specialist	\$77.28	1%
		<b>Blended Rate:</b>	<b>\$81.31</b>
<b>Engineer/L.A.</b>			
Eli Green	Transportation Senior Engineer	\$46.89	84%
Braeden Beck	Traffic Engineer	\$32.00	2%
Trevor Vanicek	Traffic Engineer	\$29.15	2%
Collenn Ocken	Water Resources Engineer	\$45.19	2%
Charlie Franhauser	Water Resources Engineer	\$36.54	2%
Eric Silvey	Landscape Architect	\$56.01	2%
Darby Buckley	Landscape Architect	\$37.26	2%
Sarah Garcia	Landscape Architect	\$29.40	2%
Robert Bartja	Virtual Design Coordinator	\$38.82	1%
Josh Puppe	Virtual Design Coordinator	\$38.70	1%
		<b>Blended Rate:</b>	<b>\$45.47</b>
<b>Sr. Designer/Technician</b>			
Eric Gonzalez	CADD Senior Design Technician	\$41.65	60%
Jamie Hawkins	CADD Design Technician	\$33.47	10%
Casey Cherington	Survey Senior CADD Technician	\$39.50	15%
Brandon Wood	Survey Senior CADD Technician	\$35.00	15%
		<b>Blended Rate:</b>	<b>\$39.51</b>
<b>Public Involvement Team</b>			
Kristen Ohnoutka	Planner, Planning and Engagement	\$34.66	50%
Samantha Huebner	Public Engagement Specialist	\$36.25	20%
Sam Otte	Project Coordinator	\$24.00	20%
Kari Slattery	Graphic Design Support	\$41.15	10%
		<b>Blended Rate:</b>	<b>\$33.50</b>
<b>Registered Land Surveyor</b>			
Josh Borchers	Senior Department Leader	\$62.50	25%
Tyler Weers	Survey Project Manager	\$45.67	75%
		<b>Blended Rate:</b>	<b>\$49.88</b>
<b>LiDAR Team</b>			
Shawn Graves	Survey Project Manager	\$51.92	50%
Kenny Taft	Senior LiDAR Survey Technician	\$40.50	50%
		<b>Blended Rate:</b>	<b>\$46.21</b>
<b>Surveyor I</b>			
Nick Hollatz	Survey Technician	\$37.00	20%
Carter Reynolds	Survey Technician	\$24.50	20%
Ryan Leffler	Survey Technician	\$29.50	20%
Derek Rockey	Survey Technician	\$26.00	20%
Jackson Stull Meiers	LiDAR Survey Technician	\$31.00	20%
		<b>Blended Rate:</b>	<b>\$29.60</b>
<b>Administrative</b>			
Jenny Cyboron	Project Coordinator	\$29.75	10%
Amanda Price	Accounting - Billing Coordinator	\$37.02	90%
		<b>Blended Rate:</b>	<b>\$36.29</b>

# Consultant's Estimate of Hours

# Preliminary & Final Design

**Project Name:** Court St. Access and Safety Transformation Init.      **Project Number:** DPS-34(46)  
**Consultant:** JEO Consulting Group      **Control Number:** 13608  
**Consultant PM:** Jon Olsen, 402-525-4586, jolsen@jeo.com  
**LPA RC:** Jenna Habegger, 402-479-3607, jenna.habegger@nebraska.gov  
**Date:** February 11, 2025

TASKS	PERSONNEL CLASSIFICATIONS										
	PR	PM	SELA	ENGLA	SDES	PI	RLS	LiDR	SUR	ADM	Total
<b>I. Project Management</b>	<b>10</b>	<b>260</b>	<b>10</b>							<b>20</b>	<b>300</b>
1. <b>Project Management</b>	10	200								20	230
2. Project Description / Purpose and Need / Project Details		20									20
3. <b>Quality Assurance / Quality Control</b>		40	10								50
<b>II. Meetings</b>		<b>84</b>	<b>12</b>	<b>43</b>							<b>139</b>
1. Scoping Site Visit		5	6								11
2. Plan-In-Hand Meeting		5	6	3							14
3. <b>LPA/NDOT Coordination Meetings</b>		44		16							60
4. Meetings with Utilities		30		24							54
<b>III. Survey</b>							<b>30</b>	<b>270</b>	<b>557</b>		<b>857</b>
1. Preliminary Field Survey							2		38		40
2. Digital Terrain Model									80		80
3. Base Map Preparation									100		100
4. Horizontal and Vertical Control							4		76		80
5. Section / Property Corners							18		120		138
6. Existing Utilities									80		80
7. Note Reduction / Preliminary Plotting							6				6
8. PIH Staking the Right of Way									33		33
9. Negotiations Staking the Right of Way.											
<del>10. Staking Right of Way for Condemnation Hearing</del>											
<del>11. Condemnation Plats</del>											
<del>12. Condemnation Hearings</del>											
13A LiDAR Survey - Mission Planning								10			10
13B Mobile LiDAR Acquisition								24			24
13c Lidar Processing								10			10
13d Lidar Feature Extraction								200			200
13e Lidar QAQC								14			14
13f Lidar Deliverables								6			6
13g Lidar Targets								6	30		36
<b>IV. Preliminary Roadway Design (PIH)</b>	<b>10</b>	<b>282</b>	<b>311</b>	<b>1941</b>	<b>722</b>						<b>3266</b>
1. Complete Form NDOT-76		2		1							3
2. Horizontal/Vertical Alignments		4		48	40						92
3. Plan and/or Profile Sheets		4		10	34						48
4. ORD Modeling/Earthwork/Grading Plan Sheets		40		650	60						750
5. Limits of Construction		2		10							12
6. Earthwork		4		20	4						28
7. <b>Roadway Geometric Design</b>		40		40	80						160
8. Storm Sewer and Drainage		10	50	170	122						352
9. <b>Streetscape and Landscape</b>		4	50	250							304
10. Construction and Removal		12		80	112						204
11a. Utility Rehabilitation Sheets		4		10	26						40
11b. Utility Conflict Memo and Plans		16		4	20						40
12. <b>Const. Phasing/TCP/Detour Route/Temp Roads</b>	10	40	60	80	80						270
13. Erosion Control		2		20	50						72
14. Quantities/Estimates		15		15	40						70
15. Typical Sections		4		16	30						50
16. E Sheets		2		4	24						30
17. <b>Signalization</b>		6	30	40							76
18. Floodplain Permitting		20	20								40
19. Plan-in Hand Report		24									24
20. Working Day Calculations		10									10
21. Pavement Determination		8									8
22. Traffic Study		4	92	432							528

TASKS	PERSONNEL CLASSIFICATIONS										
	PR	PM	SELA	ENGLA	SDES	PI	RLS	LiDR	SUR	ADM	Total
23. Access Management Plan		1	1	1							3
24. Pavement Markings and Signing		4	8	40							52
<b>V. Post Plan in Hand Plans</b>		<b>88</b>	<b>40</b>	<b>48</b>	<b>40</b>						<b>216</b>
1. Post Plan in Hand Plans		80	40	40	40						200
2. Plan Submittal		8		8							16
<b>VI. Draft PS&amp;E Plan Review</b>											
1. Incorporate comments											
2. Draft PS&E Plan Submittal											
<b>VII. Final PS&amp;E Submittal/Blue Line Corrections</b>											
1. Final PS&E Submittal											
2. Address comments or questions											
3. Electronic CADD files											
4. Printing											
5. SWPPP-											
6. Letting Task											
<b>VIII. Right of Way Design</b>		<b>29</b>		<b>23</b>	<b>100</b>		<b>50</b>		<b>150</b>		<b>352</b>
1. Existing Right-of-Way Base		4			40						44
2. Proposed Right-of-Way		10									10
3. Right-of-Way Plan Sheets		10		20	60		20		120		230
4. Title Research		4					30		30		64
5. Permit to occupy right of way		1		3							4
6. Prepare ROW Cost Estimate											
<b>IX. Bridge Design Services</b>											
4. Design Data Sheets and TS&L											
<b>X. Environmental Coordination</b>		<b>18</b>		<b>10</b>	<b>8</b>						<b>36</b>
1. Review of NEPA documents and commitments		12			4						16
2. NEPA exhibits		2			4						6
3. Preliminary Waterway Permit Data Sheet		1		4							5
4. Wetlands Impacts		1		2							3
5. Airport Coordination		2		4							6
<b>XI. Public Involvement</b>		<b>57</b>		<b>3</b>	<b>20</b>	<b>409</b>					<b>489</b>
1. Public Involvement Plan		2				24					26
2. Public Involvement Meetings		5		3	20	105					133
3. Stakeholder Meetings (10 Meetings)		30				120					150
4. Other, Webpage, Digital Content, Pop-up Events		20				100					120
5. Meetings						60					60
<b>XII. Water Line &amp; Sanitary Sewer Reloc/Reconst</b>											
1. Water Line											
2. Sanitary Sewer											
<b>XIII. Geotechnical Evaluation</b>		<b>12</b>									<b>12</b>
1. Data Research		4									4
2. Geotechnical Report		8									8
2. Ground Penetrating Radar Investigation											
<b>XIV. Coordination for Railroad Viaducts</b>											
1.											
<b>Total Days</b>	<b>2.5</b>	<b>104</b>	<b>46.6</b>	<b>259</b>	<b>111</b>	<b>51.1</b>	<b>10</b>	<b>33.8</b>	<b>88</b>	<b>2.5</b>	<b>708</b>
<b>Total Hours</b>	<b>20</b>	<b>830</b>	<b>373</b>	<b>2068</b>	<b>890</b>	<b>409</b>	<b>80</b>	<b>270</b>	<b>707</b>	<b>20</b>	<b>5,667.0</b>

# Direct Expenses

# Preliminary & Final Design

Project Name: Court St. Access and Safety Transformation Init.  
 Consultant: JEO Consulting Group  
 Date: February 11, 2025

Project Number: DPS-34(46)  
 Control Number: 13608

Subconsultants:			Amount
Thiele Geotech, Inc.			\$39,539.63
Morrissey Engineering, Inc. (Lighting Design)			\$20,000.00
Subtotal			\$59,539.63
Printing and Reproduction:	Qty	Unit Cost	Amount
Subtotal			
Mileage/Travel:	Qty	Unit Cost	Amount
Mileage/Travel:		\$0.580	
Subtotal			
Lodging/Meals:	Qty	Unit Cost	Amount
Motel - Standard Rate \$96+tax		\$113.00	
Motel - Omaha/Douglas Co. \$110+tax		\$126.00	
Meals & Incidentals (GSA Standard Rate, full days)		\$55.00	
Meals & Incidentals (GSA Standard Rate, first and last days)		\$41.25	
Meals & Incidentals (GSA Std Rate, full days, Omaha/Douglas Co.)		\$61.00	
Subtotal			
Other Miscellaneous Costs:	Qty	Unit Cost	Amount
Title reports	28	\$300.00	\$8,400.00
Miovision	1	\$7,500.00	\$7,500.00
StreetLight Data	1	\$10,000.00	\$10,000.00
Subtotal			\$25,900.00
<b>TOTAL DIRECT EXPENSES</b>			<b>\$85,439.63</b>

## Notes & Assumptions

## Preliminary & Final Design

**Project Name:** Court St. Access and Safety Transformation Init.  
**Consultant:** JEO Consulting Group  
**Date:** February 11, 2025

**Project Number:** DPS-34(46)  
**Control Number:** 13608

### Notes & Assumptions

**Project Management** - Assume Approximately 8% of Total Hours for the Project. 8% is used due to the additional coordination with the LPA, NDOT, various teams / services with this project and the duration of the project

**Project Description / Purpose and Need / Project Details:** Assumes 12 hours for initial development of all three documents and 4 hours for each update. Total of 3 updates.  $12+4+4=20$  hours.

**Quality Assurance / Quality Control:** Assume 4 QA/QC Reviews. PIH Review includes 60 Hours. Post-PIH Review includes 40 Hours. Draft PS&E includes 16 hours. PS&E includes 14 hours.  $60+40+16+14=130$  hours

**Scoping Site Visit:** Assumes 5 hours for the PM, includes time for travel and meeting minutes, 3 hours each for the SENG and SLA.

**Plan-In-Hand Meeting:** Assumes 5 hours for the PM, 3 hours each for the SENG, SLA and ENGLA.

**Project Coordination Meetings:** Assume 1 hour to attend each of the 7 meetings virtually as well as 2 hours for the preparation of the agenda, materials, and minutes for each meeting for the PM. (3 hours per meeting x 4 meetings = 12 Hrs. Total PM). Also assumes 1 hour to attend each of the 7 meetings virtually as well for a Senior Engineer (1 hour per meeting x 4 meetings = 4 Hrs. Total ENGLA).

**Progress Meetings with City of Beatrice:** Assume 1 hour to attend each of 4 in-person meetings as well as 4 hours for preparation, travel, and minutes for the PM. (5 hours per meeting x 4 in-person meetings = 20 Hrs. Total PM). Assume 1 hour to attend each of 40 virtual meetings as well as 2 hours for preparation, and minutes for the PM. (3 hours per meeting x 4 virtual meetings = 12 Hrs. Total PM). Also assumes 3 hours per meeting x 4 meetings for Senior Engineer (3 hours per meeting x 4 meetings = 12 Hrs. Total ENGLA)

**Meetings with Utilities:** Assume 6 hours for the PM to attend 3 in-person utility review meetings (2 hour meeting, 2 hours for travel, 2 hours for prep of materials and minutes). (6 hours per meeting x 3 meetings = 18 Hrs. Total PM). Assume 4 hours for the ENGLA to attend 3 in-person utility review meeting (2 hour meeting, 2 hours for travel) (4 hours per meeting x 3 meetings = 12 Hrs. Total ENGLA). Also assume an additional 2 hours each for PM and ENGLA to prepare for, attend, and provide notes for up to 6 additional one-on-one utility virtual meetings. (2 hours per meeting x 6 meetings = 12 Hrs. Total PM) (2 hours per meeting x 6 meetings = 12 Hrs. Total ENGLA)

**Preliminary Field Survey:** Field Survey will be full topo along Court Street, Market Street and US-77 (6th Street) and all connecting Streets between.

**Roadway Horizontal / Vertical Alignments:** Assumes effort to set the horizontal and vertical alignments for Market, Court, US-77(6th Street), 3rd Street and 7th Street and curb return and roundabout profile alignments. Horizontal: 1 Sheet \* 8 hours per sheet. Vertical: 8 Sheets \* 8 hours per sheet. **TOTAL: 72 Hours**

**Plan and Profile Sheets:** Assume effort of 8 Sheets \* 6 hours per sheet. **TOTAL: 48 Hours**

**MicroStation ORD Modeling and Grading Sheets:** Assume effort to model roadways in MicroStation ORD. 60 hours per block (9 blocks) and 50 hours per roundabout (2 roundabouts).  $60 \times 9 = 540$  hours plus  $50 \times 2 = 100$  hours. **TOTAL 640 hours.** Assume 12 sheets \* 8 hours per sheet for grading sheets. **TOTAL: 96 Hours**

**Limits of Construction:** Assume 1 and a half days to incorporate and review the Limits of Construction into the design from the model. **TOTAL: 12 Hours**

**Earthwork:** Assume effort to calculate earthwork quantities for the entire project from grading models at 12 hours to create report, determine phased earthwork, review and create table for the General Information Sheets. Includes 2 updates at 8 hours per update. **TOTAL: 28 Hours**

**Roadway Geometric Design:** Assumes effort to lay out the geometric design for the project and prepare geometric sheets with geometric call-out notes. 8 hours per sheet for 28 sheets. Also assumes 80 curb ramps designed to PROWAG standards at 2 hours per curb ramp. **TOTAL:  $(8 * 28) + (80 * 2) = 384$  Hours**

**Storm Sewer and Drainage:** Assumes effort to develop 2D Hydrologic and Hydraulic model of the existing storm sewer system for the project reach and identify improvement needs to meet drainage design standards. Assumes final design will include storm sewer collection, conveyance improvements as well as post-construction water quality improvements to meet the MS4 requirements for the City of Beatrice. Also assumes effort for drainage plans and storm sewer profiles. Assumes 3 weeks to set up the drainage areas and compile calculations. Assume a week to compile a drainage memo for the project. **TOTAL  $4 \times 40 = 160$  Hours.** Plan development assumes 15 plan sheets at 8 hours per sheet and 9 drainage structure profile sheets at 8 hours per sheet. **TOTAL = 192 Hours**

**Notes & Assumptions****Streetscape and Landscape:**

Phase includes 1.) Tour of Lincoln, 2.) Site Scoping Visit, 3.) Meetings & Documentation-**TOTAL 100 Hrs.**

1.) Master Plan update 2.) Meetings **TOTAL 232 Hrs.**

includes 1.) Drafting Amenities, 2.) Planting Plan, 3.) Irrigation Plan, 4.) Streetscape Details, 5.) Specs. 6.) Meetings- **TOTAL 314 Hrs.**

Video for Public Meetings - **TOTAL 128 Hours**

Discovery

Planning Phase includes

Design Phase

3D - Visualization

**Construction and Removal:** Assumes effort to set up the construction and removal sheets for the project along with patterning and tab notes. Assumes 24 sheets at 8 hours per sheet. **TOTAL = 192 Hours**

**Utility Rehabilitation Sheets:** effort to develop Utility Rehabilitation Sheets displaying existing utilities, relocation plans generated by others, utility owners, facility type, and all applicable Subgrade Utility Engineering data for purposes of coordination with NDOT Utility Section and providing information during the construction phase. This task involves (4) Utility Rehabilitation Sheets. Assume effort of 4 Sheets \* 10 hours per sheet. **TOTAL: 40 Hours**

**Utility Conflict Memo & Plans:** Assume effort to complete the Utility Conflict Memo identifying locations where existing utilities will be impacted by construction efforts. Assume 5 days of effort. **TOTAL = 40 Hours**

**Construction Phasing / Detour Route / Temporary Signal:** Assumes effort for a phasing committee to plan and layout a construction phasing plan, provide write-up for phasing, review potential detour routes for traffic and pedestrians, review temporary signal configuration, provide general plans for detour routes and phasing. Assumes the plan will consist of 50 plan sheets at 8 hours per sheet. **Total 400 Hours.** Phasing committee meeting will consist of a 1 day effort for 4 people. (4 people \* 6 hours + 6 hours to document a plan = **Total 30 Hours**)

**Erosion Control:** Assumes effort to set up erosion control sheets for the project along with patterning and tab notes. Assume 12 sheets at 6 hours per sheet. **TOTAL = 72 Hours.**

**Quantities / Estimates:** Assumes effort to develop and tabulate all the preliminary quantities. Computation sheets will be submitted with all Quantities to the RC and/or the LAD of NDOT for all submittals, including Pre/Post Plan-in-Hand and Final Plans. Assumes 40 hours for the pre-Plan-in-Hand submittal, 10 hours post-Plan-in-Hand submittal, 20 hours draft PS&E submittal. **TOTAL = 70 Hours**

**Typical Sections:** Assumes effort to set up erosion control sheets for the project along with patterning and tab notes. Assume 3 sheets at 12 hours per sheet. **TOTAL = 36 Hours.**

**E Sheets:** Assume a day and a half of effort to lay out aerial sheets for the project and show potential wetlands or restricted / protected areas on the project. Assume 6 sheets at 5 hours per sheet. **TOTAL = 30 Hours.**

**Traffic Signal Design:** Assumes for 2 intersections, per location Sr. Eng - 14 Hrs., Engineer - 90 Hrs.

Signal removals for 5 intersections: per location Sr. Eng - 4 Hrs., Engineer - 20 Hrs.

Sr Engineer - **Total 48 Hours**

Engineer - **Total 280 Hours**

**Floodplain Permit:** The Consultant is to provide a Floodplain Certification Memo which includes an abbreviated project description, including beginning and ending locations, project activities that will occur, floodplain locations and impacts (if any) to floodplain base flood elevations, 2 people at 20 hours each. **TOTAL = 40 Hours.**

**Plan-in-Hand Report:** Assumes effort to fill out plan-in-hand report before the plan-in-hand visit and to make edits to the report based on the findings and decisions at the Plan-In-Hand Meeting. Assume 3 days of effort. **TOTAL = 24 Hours.**

**Working Day Calculations:** Assumes a 6 hours to document and determine the number of working days for the project. Also assumes 2 updates at 2 hours each. **TOTAL = 10 Hours.**

**Pavement Determination:** Assumes 4 Hours of effort to coordinate and review the Geotechnical Report from Thiele Geotech and implement it into the plans set. **TOTAL = 4 Hours.**

**Traffic Study:** Assumes the following:

Data Collection: Sr Eng - 4 Hrs., Engineer - 80 Hrs.

Develop Future Traffic Volumes: Sr Eng - 16 Hrs., Engineer - 80 Hrs.

StreetLight Data: Sr. Eng - 8 Hrs., Engineer - 32 Hrs.

Analysis of Corridor and Intersection Control - Sr. Eng - 40 Hrs., Engineer - 160 Hrs.

Documentation: Sr. Eng. 24 Hrs., Engineer - 80 Hrs.

Sr Engineer - **Total 92 Hours**

Engineer - **Total 432 Hours**

## Notes & Assumptions

**Access Management Plan:** Assumes the following:

Evaluate Existing Access: Sr. Eng - 12 Hrs., Engineer - 20 Hrs.

(2) Site Visits: PM - 4 Hrs., Sr. Eng - 8 Hrs., Engineer - 8 Hrs.

Evaluate Proposed Access & Recommendations: PM - 4 Hrs., Sr. Eng - 20 Hrs., Engineer - 20 Hrs.

(2) Meetings: PM- 8 Hrs., Sr. Eng - 8 Hrs., Engineer - 8 Hrs.

Documentation: PM - 4 Hrs., Sr. Eng. 24 Hrs., Engineer - 60 Hrs.

**PM - Total 20 Hours**

**Sr Engineer - Total 72 Hours**

**Engineer - Total 116 Hours**

**Post Plan-In-Hand Plans:** Assumes effort to incorporate plan review comments of approximately 1 week each for up to 3 people to address comments and revisions from the PIH plan review from both NDOT and the LPA ( $3 * 40 = 120$ ).

Assumes effort to compile miscellaneous documents for the Post-PIH submittal of 5 full days. ( $5 * 8 = 40$ ).

Assumes effort of 5 full days of effort for 1 person to compile project quantities and an estimated opinion of probable cost for the project ( $5 * 8 = 40$ ). **TOTAL = 200 Hours**

**Post Plan-In-Hand Submittal:** Assumes effort to compile, print, and upload the Post-PIH plans and associated documents of a day each for 2 people **TOTAL = 16 Hours**

**Draft PS&E Plan Review / Incorporate Comments:** Assumes effort to incorporate review comments of 3 days for 2 people to address comments from the Post PIH plan review from the NDOT ( $3 * 8 * 2 = 48$  hours).

Assume effort to update special plan sheets for the project of 2 days between 2 people ( $2 * 8 * 2 = 32$  hours).

Update Utility Rehabilitation plans of 1 week between 2 people ( $5 * 8 * 2 = 80$  hours).

Update Quantities / Estimates, assume 2 full days of effort among 1 person to update project quantities and a estimated opinion of probable cost for the project ( $2 * 10 = 20$  Hours).

Assume 1 week for 1 person to compile miscellaneous documents including, but not limited to, the special provisions of the project ( $5 * 8 = 40$  Hours)

**TOTAL: 220 Hours**

**Draft PS&E Submittal:** Assumes effort to compile, print, and upload the Draft PS&E plans and associated documents of a half day each for 2 people  $0.5 * 8 * 2 =$  **TOTAL 8 hours**

**Final PS&E Submittal/ Blue Line Corrections:** Assumes three full days to compile the 3D design files, special provisions, and estimate of quantities for the final review. **TOTAL = 60 hours.**

**Address Comments or Questions:** Assumes effort to address comments, questions, and blue line revisions of 1 week between 2 people. **TOTAL = 40 Hours**

**Electronic CADD Files:** Assumes effort to upload design files and alignment data to ProjectWise. **TOTAL = 6 Hours.**

**Printing:** Assumes effort to compile, print and upload the Final PS&E plans and associated documents to OnBase of a half day amongst 2 people. **TOTAL = 4 hours.**

**Letting Task:** Assumes effort to compile, print and upload the Final PS&E plans and associated documents to OnBase of a full day amongst 2 people. **TOTAL = 8 hours.**

**Existing Right-of-Way Base:** Assumes 1 full week of effort to collect the plat drawings, review property titles, review survey data, and establish the existing right-of-way in MicroStation. Includes 4 hours for PM to Review. **Total = 44 Hours**

**Proposed Right-of-Way:** Assumes effort to develop the proposed right-of-way. Assume 28 parcels at .75 hours per parcel. **TOTAL = 20 Hours**

**Proposed Right-of-Way Sheets:** Assumes effort to include the right-of-way plans in the plan set and developing legal descriptions and tract maps for proposed right of way and easements. Assume 14 plan sheets at 6 hours per sheet. (85 Hrs.) This scope assumes right of way will be needed from 20 tracts, assume 7 hrs. per tract for legal descriptions and tract maps. (140 Hrs.)

**TOTAL = 225 Hours**

**Title Research:** Assumes effort to perform title research and upload to the state. Assume 28 parcels at 2.30 hours per parcel. **TOTAL = 64 Hours.** Title Searches will be an additional direct expense at \$300 / parcel, assuming 28 parcels to investigate.

**Notes & Assumptions**

**Permit to Occupy Right-of-Way:** Assumes effort to assemble all necessary required permits. Assume 1 day of effort split amongst two people. **TOTAL = 8 Hours.**

**Public Involvement Plan:** Assumes effort to develop the public involvement plan to address public notifications, develop a database of project notifications, develop a database for project stakeholders, and plan for 2 public meetings. Assume 3 days of effort to develop a plan with the Client. **TOTAL = 26 Hours**

**Public Involvement Meetings (2 Meetings):** Assumes effort to plan for and hold a public open house style meeting. Assumes 1 week of effort for 2 PI Specialists and a partial week for a 3rd PI Specialist. Total of 105 hours per meeting, 2 meetings. **TOTAL 210 Hours.**

Assumes 1 week of time for a senior design tech to prepare meeting materials. **Total 40 Hours.**

Includes time for PM and Engineer to review meeting materials and attend 2 meetings. **Total 16 Hours.**

**Stakeholder Meetings (10 Meetings):** Includes effort for consultant to organize and assist with hosting one-on-one meetings with business owners in the project area, prepare meeting materials and document the meetings in a PI report. Assume 6 hours per meeting for each PI specialist (2 Total) **Total 120 Hours.**

Includes time for PM to attend the meetings. Assume 3 hours per meeting. **Total 30 Hours.**

**Other, Webpage, Digital Content, Pop-up Events:** Assumes effort to support a project webpage, social media and production of digital content to be shared with the public and to provide materials to the City for pop-up events that City Staff will attend. **Total 100 Hrs.**

Includes time for PM to review project materials and attend meetings. **Total 20 Hours.**

# Project Cost & Breakdown

# Preliminary & Final Design

**Project Name:** Court St. Access and Safety Transformation Init.  
**Consultant:** JEO Consulting Group  
**Consultant PM:** Jon Olsen, 402-525-4586, jolsen@jeo.com  
**LPA RC:** Jenna Habegger, 402-479-3607, jenna.habegger@nebraska.gov  
**Date:** February 11, 2025

**Project Number:** DPS-34(46)  
**Control Number:** 13608

DIRECT LABOR COSTS			
Classification	Hours	Rate	Amount
Principal	20	\$112.98	\$2,259.60
Project Manager	830	\$93.75	\$77,812.50
Sr. Engineer/ Sr. L.A.	373	\$81.31	\$30,328.63
Engineer/L.A.	2068	\$45.47	\$94,031.96
Sr. Designer/Technician	890	\$39.51	\$35,163.90
Public Involvement Team	409	\$33.50	\$13,701.50
Registered Land Surveyor	80	\$49.88	\$3,990.40
LiDAR Team	270	\$46.21	\$12,476.70
Surveyor I	707	\$29.60	\$20,927.20
Administrative	20	\$36.29	\$725.80
	5667	<b>Subtotal</b>	<b>\$291,418.19</b>

DIRECT EXPENSES	Amount
Subconsultants:	\$59,539.63
Printing And Reproduction:	
Mileage/Travel:	
Lodging/Meals:	
Other Miscellaneous Costs:	\$25,900.00
<b>Subtotal</b>	<b>\$85,439.63</b>

TOTAL PROJECT COSTS	Amount
Direct Labor Costs	\$291,418.19
Labor Cost Escalation Factor for Multi-year Projects (if allowed): <b>Y 3.0 years @ 5.0% /year = 5.13%</b>	\$14,949.75
Overhead @ <b>201.01%</b>	\$615,830.20
Facility Capital Cost of Money (FCCM) @ <b>2.200%</b> (labor costs x FCCM%)	\$6,740.09
Direct Expenses	\$85,439.63
Fee for Profit Rate @ <b>11.60%</b>	\$106,974.98
<b>TOTAL COST</b>	<b>\$1,121,352.84</b>

**1. PAYMENT METHOD**

Payments under this Agreement will be made based on a Cost Plus Fixed Fee for Profit (CPFF) payment method. Consultant will be paid for acceptable actual services performed in accordance with Section 4. ALLOWABLE COSTS, plus a fixed fee for profit in accordance with Section 6. FIXED FEE FOR PROFIT.

**2. MAXIMUM AGREEMENT AMOUNTS**

The following are the maximum payment amounts established under this Agreement for each category of cost. Consultant shall not be paid for any cost that exceeds these amounts without prior written approval from LPA, or State on LPA's behalf. The "indirect costs and direct expenses" category may be adjusted to exceed the amount listed below; however, any adjustment will not increase the total agreement amount.

AMOUNT	CATEGORY
\$ 306,367.94	for actual direct labor costs
\$ 708,009.92	for indirect costs and direct expenses
<u>\$ 106,974.98</u>	for a fixed fee for profit
\$1,121,352.84	total agreement amount

**3. SUBCONSULTANT OVER-RUNS AND UNDER-RUNS**

Over-run: Consultant shall require all subconsultants to notify Consultant any time it has been determined that a subconsultant's costs will exceed its fee estimate (over-run). Consultant must provide an acceptable justification for the over-run and obtain LPA, or State on LPA's behalf, prior written approval before incurring any cost over-run expenses. If approved by LPA, or State on LPA's behalf, a supplemental agreement will be prepared to either shift funds from Consultant to its subconsultant(s) or increase the contract maximum. Contract increases will be considered when additional scope of services are required.

Under-run: If the amount of any subconsultant's cost is less than its fee estimate (under-run), Consultant understands that the amount of the under-run will be subtracted from the total compensation to be paid to Consultant under this Agreement, unless LPA, or State on LPA's behalf, gives prior written approval and, if necessary, approval from Federal Highway Administration (FHWA). If Consultant wishes to shift the balance of subconsultant's fee to Consultant, justification must be provided to LPA and State. Shifting of funds may be approved by LPA, or State on LPA's behalf, with no increase to the fixed fee for profit unless additional scope of services is required by Consultant, and additional fee is necessary to complete the work under this Agreement.

**4. ALLOWABLE COSTS**

Allowable costs are direct labor costs, indirect costs, and direct non-labor costs as defined below which Consultant has incurred within 180 days before State has received Consultant's invoice. Costs that Consultant incurred to correct mistakes or errors attributable to Consultant's or Subconsultant's own actions are not allowable costs, even if those costs would not exceed the amounts listed in Section 2. MAXIMUM AGREEMENT AMOUNTS.

- A. Direct Labor Costs are the costs Consultant pays its employees for the time they are working directly on the project and are calculated by multiplying the hourly rate of pay by the hours worked (in increments not less than one quarter hour).
- 1) Hourly Rates: For hourly employees, the hourly earnings rate shall be the employee's regular hourly pay rate during regular (40) hours of work per pay week. If overtime hours are worked on this project, State will only pay for employee's regular hourly pay rate. State will not pay the premium pay portion of the overtime hours. For salaried employees, the hourly earnings rate shall be the employee's actual hourly rate as recorded in the Consultant's accounting books of record, multiplied by the hours worked.
- The Staffing Plan must identify by name all employees of the Consultant who are reasonably expected to provide Services under this Agreement. Reference Staffing Plan Section of this Agreement regarding changes in personnel.
- 2) Time Reports: All hours charged to the project must be documented on time distribution records. The records must clearly indicate the daily number of hours each employee worked on any project or activities for the entire pay period. **Time reports must provide the employee's name and position, dates of service, and a clear, identifying link to the projects; such as project description, project number, control number, and pertinent work phase.** Consultant must establish an adequate system of internal controls to ensure that time charged to projects are accurate and have appropriate supervisory approval.
- B. Indirect Costs (Overhead and FCCM) are the indirect labor costs, indirect non-labor costs, and direct labor additives that are allowable in accordance with Federal Acquisition Regulations [48 CFR 31 \(Contract Cost Principles and Procedures\)](#). Indirect 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 Indirect Cost Rates (ICR); or if the ICR is unknown or unavailable, Consultant will be allowed to use the most recent

provisional ICR approved by State. Changes in the ICR that occur during the project period will not be cause for a change in the total agreement amount established in Section 2. MAXIMUM AGREEMENT AMOUNTS.

- C. Direct Non-Labor Costs (Direct Expenses) are all necessary, properly documented, and allowable costs related to the Consultant completing the Services. All costs must be supported by detailed receipts or invoices, unless otherwise specified below. Direct non-labor costs include, but are not limited to, the following:

*Transportation, mileage, lodging, and meals, subject to limitations specified below; Communication costs; Reproduction and printing costs; Special equipment and materials required for the project and approved by LPA, or State on LPA's behalf ; Special insurance premiums if required solely for this Agreement; Subconsultant costs; Such other allowable items as approved by LPA, or State on LPA's behalf.*

- 1) A non-labor cost charged as a direct cost cannot be included in Consultant's overhead rate. If, for reasons of practicality, Consultant does treat a direct non-labor cost category in its entirety as an overhead cost, then such costs are not eligible to be additionally billed as a direct expense to this project.
- 2) Costs for subconsultants may not exceed the amounts shown on the attached Consultant's Fee Proposal for each subconsultant unless agreed upon in writing by the Consultant and LPA, or State on LPA's behalf. Consultant shall require subconsultant costs to have the same level of documentation as required of Consultant. Consultant must review subconsultants' invoices and progress reports to ensure they are accurate, include only allowable costs, and have proper documentation before sending to State.
- 3) The following direct non-labor costs (direct expenses) will be reimbursed at actual costs, not to exceed the rates as shown below.
  - (a) TRANSPORTATION – Automobile rentals, air fares, and taxi/shuttle transportation will be reimbursed at the actual, reasonable cost and, if discounts are applicable, the Consultant shall give LPA and State the benefit of all discounts. Itemized receipts must be submitted with invoices. A bank card receipt that displays only the total cost of the transportation expense is not sufficient documentation. Tips must be included in the total fare amount claimed on the travel log form. Tips for complimentary transportation are considered an incidental expense and cannot be claimed as a transportation-related expense.

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**FEES AND PAYMENTS**

(b) MILEAGE – The reimbursement for mileage associated with the use of company owned vehicles will 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:

- (i) The mileage rate that the Consultant reimbursed to the person who submitted the claim for POV use; or
- (ii) The prevailing standard rate as established by the IRS.

NOTE: When Consultant is seeking only reimbursement for mileage, Consultant must itemize travel on State's Travel Log, itemize on invoice, or include a separate mileage log which includes the following information: employee name, vehicle identification, date of travel and miles driven, reimbursement rate and total expenses. The total expenses are to be shown on the invoice as a direct expense. State's Travel log form is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>.

(c) LODGING – The reimbursement for lodging rates will be limited to the prevailing standard rate as indicated on the U.S. General Services Administration's (GSA) website at <http://www.gsa.gov/portal/category/100120>. Consultant shall give LPA and State the benefit of all lodging discounts. Lodging receipts must be submitted with invoices.

4) Meal and incidental (M&I) expenses will be reimbursed on a per diem basis, not to exceed the rates as shown below. The incidental expenses portion of the per diem rate includes, but is not limited to, courtesy transportation related tips, such as hotel, park and ride, or airport shuttles; and fees and tips to porters, hotel employees, baggage carriers, and flight attendants. No receipts are required for M&I expenses.

(a) The State per diem rate for the destination of travel is 70% of the applicable Federal GSA per diem rate. The State per diem breakdown amounts for breakfast, lunch, dinner, and incidental expenses are 70% of the Federal GSA per diem breakdown amounts.

(b) The State per diem rate shall be reduced by the State meal breakdown amount(s) for any meal provided by others. Examples include:

EXHIBIT "C"  
FEES AND PAYMENTS

- (i) Meals included in a conference or event fee
  - (ii) Meals provided by lodging facility
  - (iii) Meals purchased by 3rd Party
  - (iv) Meals charged directly to and paid for by the State
- (c) MULTI-DAY TRAVEL – Travel that includes at least one overnight stay.
- (i) M&I reimbursement on the first and last day of travel will be reduced to 75% of the State per diem rate.
  - (ii) Except for a meal provided by others (see paragraph 4)(b) above), all meals may be claimed on the first and last day of travel irrespective of the start and stop times for those days.
- (d) SAME DAY TRAVEL – Travel that does not include an overnight stay.
- (i) Employee shall not claim reimbursement for a meal that was purchased within 20 miles of the city or town of the employee's residence or primary work location.
  - (ii) M&I reimbursement for same day travel will be reduced to 75% of the State per diem breakdown amounts.
  - (iii) The following criteria must be met for Consultant and its employees to be eligible for the M&I reimbursement on same day travel.
    - (1) Breakfast - Employee leaves for same day travel at or before 6:30 a.m. or 1-1/2 hours before the employee's shift begins, whichever is earlier, the breakfast rate may be claimed.
    - (2) Lunch – No reimbursement is allowed.
    - (3) Dinner/Supper – Employee returns from same day travel or work location at or after 7:00 p.m., or 2 hours after the employee's shift ends, whichever is later, the evening meal rate may be claimed.
    - (4) Incidental Expenses – No reimbursement is allowed unless the employee is also approved for breakfast or dinner meal expenses.
    - (5) The time limitations set forth above do not include the time taken for the meal.
  - (iv) EXCEPTION to same-day travel meal reimbursement for Construction Engineering (CE) Services Agreements – For CE Services Agreements, Consultant will not be eligible for reimbursement for meals related to same-day travel.

5) EXTENDED STAY/LONG TERM TRAVEL

No extended stay arrangements, such as apartments or weekly/monthly meal reimbursement rates, have been approved.

**5. INELIGIBLE COSTS**

State will not pay for costs incurred prior to the Notice to Proceed date or after the completion deadline date set out in the NOTICE TO PROCEED AND COMPLETION SCHEDULE Section of this Agreement, unless approved in writing by LPA, or State on LPA's behalf. **Per Section 4. ALLOWABLE COSTS, State will not pay for costs incurred, but not submitted to State within 180 days of the date incurred. Travel costs are deemed to have been incurred on the day the travel occurs. Subconsultant costs are deemed to have been incurred on the day the Subconsultant actually incurs the cost, not the day the subconsultant invoices the cost to the Consultant.**

**6. FIXED FEE FOR PROFIT**

- A. The fixed fee for profit amount payable to Consultant is identified in Section 2. MAXIMUM AGREEMENT AMOUNTS. For each invoicing period, the Consultant may invoice State a portion of the fixed fee for profit equal to the sum of the actual direct labor costs and overhead (Indirect Costs, excluding FCCM if applicable) for the period, multiplied by the profit rate of 11.60%. Upon completion of the services outlined in this Agreement, the Consultant may invoice State any remaining fixed fee for profit not previously invoiced. If all of the services under this Agreement are not completed for any reason, LPA, or State on LPA's behalf may decrease the amount of fixed fee for profit based on LPA's and State's determination of the actual percentage of services completed.
- B. Subconsultants fixed fee for profit (if applicable): Consultant must apply the above provisions regarding fixed fee for profit to all Subconsultant contracts that utilize the cost plus fixed fee (CPFF) payment method. If all of the services allocated to Subconsultant(s) under this agreement are not completed for any reason, the fixed fee for profit paid to Subconsultant(s) must be reduced based on the LPA's and State's determination, or Consultant's determination with LPA's and State's concurrence, of the actual percentage of services completed by the Subconsultant.

**7. INVOICES AND PROGRESS REPORTS**

- A. Consultant shall promptly submit invoices to State based on Consultant's billing period but shall not submit more than one invoice per month. Invoices must include all allowable

**EXHIBIT "C"**  
FEES AND PAYMENTS

costs, and when applicable, the associated Fee for Profit, for services provided during the billing period. Invoices may also include a request for services provided or costs incurred during a prior billing period, including subconsultant costs, with an explanation for why those costs were not previously included in an invoice, so long as those costs were incurred no more than 180 days prior to State's receipt of the invoice. Accordingly, State retains the sole discretion to not pay for costs incurred that have not been invoiced as provided above.

- B. In the event Consultant has incurred otherwise allowable costs, and such costs would exceed the maximum direct labor costs or total agreement amount listed in Section 2. MAXIMUM AGREEMENT AMOUNTS, Consultant shall list such costs on the invoice, but they must be subtracted from the total invoice amount submitted to State for payment.
- C. Content of Invoice Package (Presented in this order)
- 1) Consultant's Invoice:
    - (a) The first page of an invoice must identify the company's name and address, invoice number, invoice date, invoicing period (beginning and ending dates of services), and agreement or task order number.
    - (b) The invoice and, when applicable, accompanying supporting documentation must identify each employee by name and classification, the hours worked, and the actual labor cost for each employee.
    - (c) Direct non-labor expenses:
      - (i) Direct non-labor expenses, other than travel-related expenses, must be itemized and provide a complete description of each item billed along with supporting receipts or invoices.
      - (ii) Travel-related expenses must be summarized and submitted on NDOT Form 163 (see paragraph 7.C.4) below). Supporting receipts (excluding meal receipts) must be submitted with NDOT Form 163 when invoicing for these expenses.
      - (iii) All supporting receipts must be kept as required in Section 18.  
CONSULTANT COST RECORD RETENTION.
    - (d) Time Records, as outlined in paragraph 4.A.2).
    - (e) Subconsultant Services: Consultant shall require subconsultants to provide the same supporting documentation, invoices, and receipts as Consultant is required to submit and retain.

**EXHIBIT "C"**  
**FEES AND PAYMENTS**

- 2) Progress Report: A Progress Report, containing both the Narrative and Task Summary, must accompany the invoice package documenting Consultant's work during the service period. Progress Report templates are available on the State's website at <https://dot.nebraska.gov/business-center/consultant/invoices/>. If an invoice is not submitted monthly, then a Progress Report must be submitted at least quarterly via email to LPA and State's Project Coordinator. All Progress Reports must include, but are not limited to, the following:
  - (a) A description of the Services completed for the service period to substantiate the invoiced amount.
  - (b) A description of the Services anticipated for the next service period
  - (c) A list of information Consultant needs from LPA, or State on LPA's behalf
  - (d) Percent of Services completed to date

NOTE: LPA or State's Project Coordinator may request more specific information or detail be included in Progress Reports.
- 3) Cost Breakdown Form: Each invoice package must include a current and completed "Cost Breakdown Form" (NDOT Form 162). This form is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>. Utilizing the Cost Breakdown Form helps reduce errors in calculating previously billed amounts and limitations on eligible costs billed.
- 4) Travel Log: If an invoice contains any travel-related expenses, then a current and completed "Invoice Travel Log" (NDOT Form 163) must be included with the invoice package. This form is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>. Upon pre-approval by State, Consultant may use a substitute Invoice Travel Log provided it documents substantially the same information as the current NDOT Form 163. The Travel Log must document the employee's name, vehicle identification (if applicable), date/time of departure to the project, date/time of return to the headquarters town, locations traveled, and expenses for transportation, meals, and lodging.
- 5) Mileage Log (when applicable): When Consultant is seeking reimbursement for mileage only, Consultant must itemize travel on State's Travel Log, itemize on invoice, or include a separate mileage log which includes the following: employee name, vehicle identification, date of travel and miles driven, reimbursement rate and total expenses. The total expenses are to be shown on the invoice as a direct expense.

**EXHIBIT "C"**  
**FEES AND PAYMENTS**

- D. All invoice packages (invoice, progress report, required NDOT Forms, supporting material) must be submitted electronically through State's OnBase Invoice Workflow System for review, approval, and payment. The user guide for the OnBase Invoice Workflow system, along with training videos can be found at <http://dot.nebraska.gov/business-center/consultant/onbase-help/>.
- E. Notice of Public Record: Documents submitted to State and LPA, including invoices, supporting documentation, and other information are subject to disclosure by State and LPA pursuant to the Nebraska Public Records Act found at Neb. Rev. Stat. § 84-712 et.seq. ACCORDINGLY, CONSULTANT SHALL REDACT OR NOT SUBMIT TO STATE AND LPA INFORMATION THAT IS CONFIDENTIAL, INCLUDING, BUT NOT LIMITED TO, FINANCIAL INFORMATION SUCH AS SOCIAL SECURITY NUMBERS, TAX ID NUMBERS, OR BANK ACCOUNT NUMBERS. Consultant understands that State and LPA do not have sufficient resources to review and redact confidential information submitted by Consultant. If such confidential information is submitted, Consultant shall have no right of action of any kind against State or LPA for the disclosure of such information.

**8. PAYMENTS**

State, on LPA's behalf, will pay Consultant after receipt of Consultant's invoice and determination by LPA, or State on LPA's behalf, 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 progress report does not provide adequate substantiation for the Services, or LPA or State determines that the Services have not been properly completed. State, on LPA's behalf, will make a reasonable effort to pay Consultant within 30 days of receipt of Consultant's invoices.

**9. PROMPT PAYMENT CLAUSE**

Consultant shall include a "Prompt Payment Clause" as a part of every subcontract for work, including all lower tier subcontracts. The "Prompt Payment Clause" will require progress payments to all subconsultants for all work completed, within twenty (20) calendar days after receipt of progress payments from the State for said work. If Consultant fails to carry out the requirements of the "Prompt Payment Clause" without just cause, it will be considered a material breach of this Agreement. In such situation, State may withhold any payment due to Consultant until all delinquent payments have been made (no interest will be paid for the period that payment was withheld), terminate this Agreement, or any other such remedy as State deems appropriate. Consultant may withhold payment to a subcontractor only for just cause and must notify the State in writing of its intent to withhold payment before actually withholding payment. Consultant shall not withhold, delay, or postpone payment without first receiving written approval from the State.

**10. SUSPENSION OF PAYMENTS**

When work is suspended on this project, payments shall be suspended until the work resumes or this Agreement is terminated. Consultant shall not be compensated for any work completed or costs incurred on the project after the date of suspension. When work is suspended for convenience, Consultant shall be compensated for work completed, or costs incurred prior to the date of suspension. When work is suspended for cause, payments shall be withheld until all remedial action is completed by Consultant to the satisfaction of State, at Consultant's sole cost.

**11. ANNUAL OVERHEAD ADJUSTMENT (TRUE-UP) INVOICES**

- A. After State receives Consultant's latest Indirect Cost Rate (ICR) submittal and State establishes an approved ICR for Consultant, it is State's preference that Consultant submit a separate Overhead Adjustment Invoice that reconciles the indirect costs billed during the past fiscal year covered by the latest ICR submittal. If reconciling the indirect costs requires the Consultant to reimburse State for overpayment of indirect costs, Consultant may request reimbursement of additional allowable costs that have not been already reimbursed, provided that the costs were documented and subtracted out on previous invoices. In no circumstance may Consultant request reimbursement of any costs incurred that are not in accordance with Section 4. ALLOWABLE COSTS.
- B. When uploading this invoice to OnBase, append "(OH ADJ)" to the invoice number when populating the invoice number keyword in OnBase. More information regarding Overhead

Adjustment Invoices is available on the State's website at

<http://dot.nebraska.gov/business-center/consultant/>.

- C. Consultant shall require Subconsultant(s) to submit Overhead Adjustment Invoices to Consultant consistent with this Section. Consultant must include such subconsultant overhead adjustment invoices when Consultant submits their own invoices to State.

## **12. FINAL INVOICE, FINAL OVERHEAD (TRUE-UP) INVOICE, AND PAYMENT**

- A. Upon completion of the Services under this Agreement, Consultant shall submit their final invoice to include all labor, expenses, and, if applicable, may include the balance of Fee for Profit.
- B. Consultant, and, if applicable, its subconsultant(s), shall review the indirect costs billed to-date to determine if the indirect cost rates (overhead and FCCM) used on prior invoices match the actual indirect cost rates applicable to the time period that the labor was incurred. If cost adjustments are necessary, they should be reflected on an Overhead Adjustment Invoice (**separate from final costs incurred invoice**). Refer to Section 11. OVERHEAD ADJUSTMENT INVOICE. If a particular year's actual overhead has not yet been computed or approved by State, the most recently approved yearly rate should be applied. Consultant shall submit any final Overhead Adjustment Invoice within 180 days of completion of the work under this Agreement, and if such invoice is not timely submitted, State may audit and close the Agreement without accepting any further invoices from Consultant. More information regarding Overhead Adjustment Invoices is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>.
- C. After receipt of final invoice and Overhead Adjustment Invoice and determination by LPA, or State on LPA's behalf, that the final invoice and Progress Report adequately substantiate the Services provided and that the Services were completed in accordance with this Agreement, State, on LPA's behalf, will pay Consultant. Acceptance of the final payment by Consultant 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 and, if required, a final Overhead Adjustment invoice, the Consultant must complete and submit to LPA, or State on LPA's behalf, a Notification of

Completion Form (NDOT Form 39). The form is generated and submitted electronically through State's OnBase Invoice Workflow System. Instructions for generating and submitting the NDOT Form 39 are available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>. Consultant shall submit NDOT 39 Form within 180 days of completion of the work under this Agreement, and if such Form is not timely submitted, State may audit and close the Agreement without accepting any further invoices from Consultant.

**14. FEDERAL COST PRINCIPLES**

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, outlined Section 4.4.3.5 DISPUTE RESOLUTION of the LPA Manual, shall be used by the parties. For performance of Services as specified in this Agreement, State will pay Consultant subject to the terms of this Agreement and all requirements and limitations of the federal cost principles contained in the Federal Acquisition Regulations [48 CFR 31 \(Contract Cost Principles and Procedures\)](#).

**15. OUT-OF-SCOPE SERVICES AND CONSULTANT WORK ORDERS**

- A. LPA, or State on LPA's behalf, 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 LPA, or State on LPA's behalf, decides that these out-of-scope services may require an adjustment in costs, Consultant shall provide in writing:
- 1) A description of the out-of-scope services,
  - 2) An explanation of why Consultant believes that the out-of-scope services are not within the original Scope of Services and additional work effort is required,
  - 3) An estimate of the cost to complete the out-of-scope services. Consultant must receive written approval from LPA, or State on LPA's behalf, before proceeding with the out-of-scope services. Before written approval will be given by LPA, or State on

LPA's behalf, LPA or State must determine that the situation meets the following criteria:

- (a) The out-of-scope services are not within the original Scope of Services and additional work effort is required;
- (b) The out-of-scope services are within the basic scope of services under which Consultant was selected and Agreement entered; and
- (c) It is in the best interest of LPA that the out-of-scope services be performed under this Agreement.

B. Once the need for a modification to the Agreement has been established, the State, on LPA's behalf, will prepare a supplemental agreement. If the additional work requires the Consultant to incur costs prior to execution of a supplemental agreement, the State, on LPA's behalf, may issue a written notice to proceed prior to completing the supplemental agreement using the process set out below:

- 1) The Consultant Work Order (CWO) – NDOT Form 250 shall be used to describe and provide necessary justification for the additional scope of services, effort, the deliverables, modification of schedule, and to document the cost of additional services. The CWO form is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>. The CWO must be executed to provide authorization for the additional work and to specify when that work may begin. The agreement will be supplemented after one or more CWOs have been authorized and approved for funding.

#### **16. TERMINATION COST ADJUSTMENT**

If the Agreement is terminated prior to project completion, State and LPA will compare the percentage of work actually completed by Consultant, to the total amount of work contemplated by this Agreement. This comparison will result in a payment by the State, on LPA's behalf, for any underpayment, no adjustment, or a billing to Consultant for overpayment. The State's final audit may result in an additional cost adjustment.

#### **17. AUDIT AND FINAL COST ADJUSTMENT**

Upon LPA's 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. 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.

**18. CONSULTANT COST RECORD RETENTION**

Consultant, and all its subconsultants or subcontractors, shall maintain originals or copies of any document required to be completed in this Agreement, that substantiate any expense incurred, or changes any legal obligations for three (3) years from the date of final cost settlement by FHWA and project closeout by the State.

Documents include, but are not limited to: written approvals; time reports; detailed receipts; invoices; transportation costs; mileage; lodging costs; all NDOT forms including NDOT cost breakdown form and NDOT travel form; books; papers; electronic mail; letters; accounting records; supplemental agreements; work change orders; or other evidence pertaining to any cost incurred.

Such materials will be available for inspection by the LPA, State, FHWA, or any authorized representative of the federal government, and copies of any document(s) will be furnished when requested.

**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 Agreement,
- (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) LPA and the State of Nebraska, Department of Transportation ("State") shall be named as Additional Insureds on a primary and non-contributory basis.
- (6) Consultant agrees to waive its rights of recovery against LPA and State. Waiver of subrogation in favor of LPA and State shall be added to, or included in, the policy.
- (7) Contractual liability coverage must be on a broad form basis and 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 structure, building, or facility, 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.

**EXHIBIT "D"**  
INSURANCE REQUIREMENTS FOR  
PROFESSIONAL SERVICE PROVIDERS (LPA PROJECTS)

- (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 to include a total or absolute pollution exclusion, 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 to include a total or absolute pollution exclusion, 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 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.
- (3) Consultant agrees to waive its rights of recovery against LPA and State. Waiver of Subrogation in favor of LPA and State, shall be added to the policy.

**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 LPA and State. Waiver of subrogation in favor of LPA and State shall 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.

**EXHIBIT "D"**  
INSURANCE REQUIREMENTS FOR  
PROFESSIONAL SERVICE PROVIDERS (LPA PROJECTS)

**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) LPA and State shall be "Additional Insureds".
- (4) Consultant agrees to waive its rights of recovery against LPA and State. Waiver of subrogation in favor of LPA and State shall be added to, or included in, the policy.

**I. Additional Requirements –**

- (1) If any of the work is sublet, equivalent insurance shall be provided by or on behalf of the subconsultant or subconsultants (at any tier).
- (2) Any insurance policy shall be written by a reputable insurance company acceptable to State or with a current Best's Insurance Guide Rating of A – and Class VII or better, and authorized to do business in Nebraska.
- (3) Prior to consultant beginning work on a project under this agreement, Consultant shall provide LPA and State evidence of such insurance coverage in effect in the form of an ACORD (or equivalent) certificate of insurance executed by a licensed representative of the participating insurer(s). Certificates of insurance must show the LPA and State as the certificate holders.
- (4) For so long as insurance coverage is required under this agreement, Consultant shall notify LPA and State when Consultant knows, or has reason to believe, that any insurance coverage required under this agreement will lapse, or may be canceled or terminated. Consultant shall forward any pertinent notice of cancelation or termination to State at the address listed below by mail (return receipt requested), hand-delivery or facsimile transmission within two (2) business days of receipt by Consultant of any such notice from an insurance carrier.

**EXHIBIT "D"**  
INSURANCE REQUIREMENTS FOR  
PROFESSIONAL SERVICE PROVIDERS (LPA PROJECTS)

Copies of notices received by Consultant shall be sent to LPA, in care of LPA's Responsible Charge, and to State at the following address:

Nebraska Department of Transportation  
Consultant Services– Insurance  
1500 Highway 2, P. O. Box 94759  
Lincoln, NE 68509-4759  
[NDOT.ConsultantInsurance@nebraska.gov](mailto:NDOT.ConsultantInsurance@nebraska.gov)

- (5) 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.
- (6) The Limits of Coverage's set forth in this document are minimum limits of coverage. The limits of coverage shall not be construed to be a limitation of the liability on the part of Consultant or any of its subconsultants/tier subconsultants. The carrying of insurance described shall in no way be interpreted as relieving Consultant, subconsultant, or tier subconsultant of any responsibility of liability under the Agreement.
- (7) If there is a discrepancy of coverage between this document and any other insurance specification for this project, the greater limit or coverage requirement will prevail.

This Exhibit contains multiple clauses required by Title 2 of the Code of Federal Regulations, Part 200 (2 C.F.R. Part 200) for services or goods contracts that include any federal-aid direct or pass-through funding. Contractors should review each provision to determine if a dollar amount threshold is met or if a particular section is applicable to this Agreement. The Parties to this Agreement intend that each of the below clauses be read to not conflict with the provisions of the Agreement to which this Exhibit is attached, even if that means Contractor must meet two similar sets of agreement requirements. However, in the event of direct conflict between the language of a provision set out below and the other language of this Agreement, the language of this Exhibit will prevail.

Contractor shall keep appropriate documentation to evidence compliance with these provisions in Contractor's files for at least three years from the completion of final cost settlement by FHWA and project closeout by State.

The use of the word "Contractor" is intended herein to apply to both those providing services and those providing goods or materials. If this Exhibit is attached to an agreement for a Local Federal-aid project, all references to "State" mean Local Public Agency (LPA), State, or State of behalf of the LPA, unless the context otherwise requires. Likewise, if this Exhibit is attached to a Planning Agreement for a Metropolitan Planning Organization (MPO), all references to "State" means the MPO, unless the context otherwise requires.

**I. Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms**

If the Contractor has been approved to subcontract any part of the work, Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms as defined under federal law are used when possible, including the following affirmative steps. These requirements do not impose an obligation on Contractor to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation on the Contractor to carry out and document the six affirmative steps identified below. These requirements do not preclude the Contractor from undertaking additional steps to involve small and minority businesses and women's business enterprises.

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises. This does not authorize breaking down a single project into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting");
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) If lower-tier subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this subparagraph.

## **II. Domestic Preference**

In the performance of this Agreement, Contractor shall, as appropriate and to the greatest extent practicable, purchase, acquire, and/or use goods, products, and materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts.

For purposes of this section: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

## **III. Recovered Materials**

*[This section is applicable for any Agreement where the purchase price of an item exceeds \$10,000 or where the value of the quantity acquired during the preceding fiscal year exceeded \$10,000]*

Pursuant to 2 C.F.R. § 200.323, the Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, procuring solid waste management services in a manner that maximizes energy and resource

recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

#### **IV. Contract Violations**

*[This section is applicable only if the Agreement exceeds the State Simplified Acquisition Threshold, which is \$49,999]*

Unless there is no provision in the Agreement for contract violations, if Contractor breaches the Agreement or anticipates breaching the Agreement, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the Agreement. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

State may terminate the Agreement, in whole or in part, if the Contractor breaches its duty to perform its obligations under the Agreement a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time.

In case of breach by the Contractor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchase goods in substitution of those due from the Contractor. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in U.C.C. Section 2-715, but less expenses saved in consequence of Contractor's breach, or, in case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

#### **V. Termination for Cause or Convenience**

In the event that there is no termination for cause or convenience provision in the Agreement, the Agreement may be terminated as follows:

- (1) The State and the Contractor, by mutual written agreement, may terminate the Agreement at any time.
- (2) The State, at its sole discretion, may terminate the Agreement for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the Agreement. In the event of termination, the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
- (3) The State may terminate the Agreement immediately for the following reasons:
  - a. if directed to do so by statute;
  - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
  - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
  - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the Agreement by its Contractor, its employees, officers, directors, or shareholders;
  - e. an involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
  - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
  - g. Contractor intentionally discloses confidential information;
  - h. Contractor has or announces it will discontinue support of the deliverable; and,
  - i. In the event funding priorities have changed.

#### **VI. Davis-Bacon Act**

***[This section is applicable only for Agreements in excess of \$2,000]***

For any contract that involves the work of laborers and mechanics, as defined in 29 C.F.R. § 5.2, the Contractor must pay wages at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must pay wages not less than once a week. The Contractor must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must

be conditioned upon the acceptance of the wage determination. The Contractor must report all suspected or reported violations to the Federal awarding agency. The Contractor and its subcontractors are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. All suspected or reported violations must be reported to the Federal awarding agency.

**VII. Contract Work Hours and Safety Standards Act**

*[This section is applicable only for Agreements in excess of \$100,000 and involving mechanics or laborers]*

For any contract that involves the work of laborers and mechanics, as defined in 29 C.F.R. § 5.2, the Contractor must compute wages on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. No laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**VIII. Rights to Inventions**

The following clause applies to each Agreement involving experimental, developmental, or research work, and is governed by 37 C.F.R. Part 401. If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the Agreement to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Parties agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until the applicable Federal Agency is ultimately notified.

Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Parties agree to take the necessary actions to provide, through the applicable Federal Agency, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by the applicable Federal Agency.

**IX. Clean Air Act.**

*[This section is applicable only for Agreements in excess of \$150,000]*

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act 42 U.S.C. 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the State, and Contractor understands and agrees that the State will, in turn, report each violation as required to assure notification to the applicable Federal Agency and the appropriate EPA Regional Office.

**X. Debarment, Suspension or Exclusion**

In the event that there is no debarment, suspension or exclusion provision in the Agreement, Contractor certifies that it, and any of its subcontractors, are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. The State reserves the right to terminate this Agreement if a Contractor or its subcontractor is being considered for, presently being, or becoming debarred, suspended, ineligible or excluded from contracting with any state or federal entity.

**XI. Anti-Lobbying**

*[This section is applicable only for Agreements in excess of \$100,000]*

Contractor certifies, to the best of its belief, that it did not utilize the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the bidding process. The Contractor certifies that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as

amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)] Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## **XII. Equal Opportunity Employment**

The Contractor hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this Agreement, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about,

**EXHIBIT "E"**  
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discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with

**EXHIBIT "E"**  
FEDERAL FUNDING

respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Agreement. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

RESOLUTION

SIGNING OF PRELIMINARY ENGINEERING SERVICES AGREEMENT – BK2608

City of Beatrice

Resolution No. 7757

**Whereas:** City of Beatrice is developing a transportation project for which it intends to obtain Federal funds; and

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

**Whereas:** City of Beatrice and JEO Consulting Group, Inc. wish to enter into a Professional Services Agreement to provide Preliminary Engineering Services for the Federal-aid project.

**Be It Resolved:** by the City Council of City of Beatrice that:

~~Stan Wirth~~ Robert Morgan

~~Stan Wirth~~, Mayor of City of Beatrice, is hereby authorized to sign the attached Preliminary Engineering Services agreement between City of Beatrice, Nebraska and JEO Consulting Group, Inc.

NDOT Project Number: DPS-34(46)

NDOT Control Number: 13608

NDOT Project Description: Beatrice Court Street Access & Safety Transformation (CAST) Initiative

Adopted this 6<sup>th</sup> day of April, 2026 at Beatrice Nebraska.  
(Month)

The City Council of City of Beatrice, Nebraska

<u>Doyle</u>	<u>Hydo</u>
<u>Eckhoff</u>	<u>McLain</u>
<u>Eskra</u>	<u>Ruh</u>
<u>Fairbanks</u>	<u>Barnard - absent</u>

Board/Council Member McLain

Moved the adoption of said resolution

Member Fairbanks Seconded the Motion

Roll Call: 7 Yes 0 No 0 Abstained 1 Absent

Resolution adopted, signed and billed as adopted

Attest:

[Signature]  
Signature City Clerk