

**RESOLUTION NUMBER 7774**

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

**WHEREAS**, the City, 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.

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 sign the Preliminary Engineering Services Agreement between the City of Beatrice, Nebraska and Olsson, Inc:

NDOT Project Number: TAP-FLTP-34(44)

NDOT Control Number: 13488

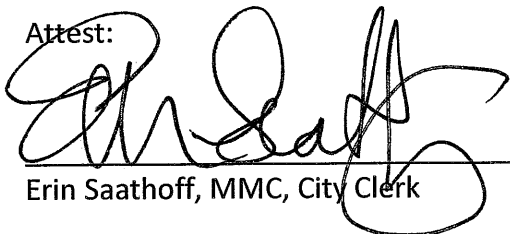
NDOT Project Description: Beatrice Homestead Trail

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

**SECTION 2.** That all resolutions or parts of resolutions in conflict herewith are hereby repealed.

RESOLUTION PASSED AND ADOPTED this 20<sup>th</sup> day of April, 2026.

Attest:

  
Erin Saathoff, MMC, City Clerk

  
Robert Morgan, Mayor

Exhibit "A"

Task Order Agreement No.	BK2622
Master Agreement No.	BK2116
Effective (NTP) Date	3/18/2026
Task Order Amount	CPFF \$178,311.89

## ON-CALL PROFESSIONAL SERVICES TASK ORDER AGREEMENT LPA PROJECTS

CITY OF BEATRICE  
OLSSON, INC.  
PROJECT NO. TAP-FLTP-34(44)  
CONTROL NO. 13488  
BEATRICE HOMESTEAD TRAIL  
PRELIMINARY ENGINEERING SERVICES

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

**WHEREAS**, Consultant entered into an On-Call Professional Services Master Agreement, No. BK2116 ("Master Agreement"), with the Nebraska Department of Transportation ("State") wherein Consultant agreed to provide Preliminary Engineering Services for future Federal-aid transportation projects, when selected by LPA or State, and

**WHEREAS**, LPA desires that this project be developed and constructed under the designation of Project No. TAP-FLTP-34(44) and formally authorizes the signing of this Agreement by the Mayor, as evidenced by the Resolution of LPA dated 20<sup>th</sup> day of April, 2026, attached as Exhibit "D" and incorporated herein by this reference, and

**WHEREAS**, LPA, or State on LPA's behalf, selected Consultant to provide Preliminary Engineering Services ("Services") for the project Consultant has been selected, and

**WHEREAS**, the Parties wish to enter into a task order agreement ("Task Order"), to provide for the completion of the Services for the project for which Consultant has been selected, and to specify the duties and obligations for the Parties for the Services described herein, and

**WHEREAS**, solely for convenience, consistency and in an attempt to obtain federal funding for Consultant services, the Parties intend that this task order agreement ("Task Order") include some of the provisions of the Master Agreement between Consultant and State, and

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

**WHEREAS**, the LPA and Consultant intend that this Task Order be completed in accordance with the terms and conditions of the Nebraska LPA Guidelines Manual for Federal Aid Projects; hereinafter referred to as LPA Manual. 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**, Consultants primary contact for LPA's project is LPA's Responsible Charge when LPA is managing the project, and

**WHEREAS**, Consultant's primary contact for LPA's project is State's Project Coordinator when State is managing the project on behalf of LPA, and

ON-CALL PROFESSIONAL SERVICES TASK ORDER AGREEMENT

**WHEREAS**, Consultant's primary contact for State's project is State's Project Coordinator.

**WHEREAS**, the Parties understand that State is involved in this federal-aid project on behalf of the FHWA only for issues related to the eligibility of the project for reimbursement of project costs with federal-aid funds.

**NOW THEREFORE**, in consideration of these facts, Consultant and LPA 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	Olsson, Inc.
Consultant/Vendor Number	6074
Address	601 P Street, Suite 200, Lincoln, NE 68508
Project Manager's Name	Patrick Lusk
Project Manager's Phone	402-458-5004

1.2 State RC/PL

Name	Paul Kieper
Phone Number	402-479-3944

1.3 State Agreements Specialist

Name	Lucinda Dowding
Phone Number	402-479-3127

**SECTION 2. NOTICE TO PROCEED AND COMPLETION SCHEDULE OF THE SERVICES**

- 2.1 State, on LPA's behalf, issued Consultant a written Notice to Proceed on March 18, 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 paid by State on LPA's behalf.
- 2.2 In the event that prior to the Effective Date of this Task Order, LPA, State on LPA's behalf, issue Consultant a Notice to Proceed and Consultant began work, State, on LPA's behalf, will pay for such work in accordance with this Task Order and the Parties are bound by this Task Order as if the work had been completed after the Effective Date of this Task Order.
- 2.3 Consultant shall complete all the Services required under this Task Order in a satisfactory manner by June 30, 2027. Costs incurred by Consultant after the completion date will not be eligible for reimbursement unless LPA, or State on LPA's behalf, has provided a written extension of time. Extensions of the time to complete the services must not be construed as an extension to the duration of this Task Order.
- 2.4 The completion date will not be extended because of any avoidable delay attributed to Consultant, but delays not attributable to Consultant, such as delays attributed to LPA or State, may, upon request, constitute a basis for an extension of time.

**SECTION 3. DURATION OF THIS TASK ORDER (Matches Project Lifespan)**

- 3.1 Effective Date -- This Task Order is effective when executed by the Parties.
- 3.2 Expiration Date -- This Task Order expires when State has (a) completed the project final audit and cost settlement or (b) waived the requirement of a financial audit.

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- 3.3 Duration of this Task Order – This Task Order duration is from the Effective Date to the Expiration Date. This Task Order 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.
- 3.4 Identifying Date – This Task Order may be identified by the date LPA signed this Task Order.
- 3.5 Termination or Suspension – LPA, or State on LPA’s behalf, reserves the right to terminate or suspend this Task Order at any time for any of the reasons provided herein.

### **SECTION 4. TASK ORDER SCOPE OF SERVICES**

- 4.1 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 TAP-FLTP-34(44), in Beatrice, Nebraska. The Scope of Services (“Services”) is outlined in Exhibit “A”, attached and incorporated herein by this reference.
- 4.2 Exhibits “A” and “B” are the result of the following process:
- 4.2.1 Consultant was provided with a document describing the detailed proposed Scope of Services for this project
- 4.2.2 Consultant made necessary and appropriate proposed additions, deletions, and revisions to the detailed Scope of Services document
- 4.2.3 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 Proposal document, as shown in Exhibit “A” and Exhibit “B”, attached and incorporated herein by this reference.
- 4.3 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.
- 4.4 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.
- 4.5 Upon receiving a written notice to proceed from LPA, or State on LPA’s behalf, Consultant shall complete the Services required under this Task Order and in accordance with the terms of the Master Agreement.

### **SECTION 5. STAFFING PLAN (For PE Services, TO)**

- 5.1 Consultant has provided LPA and State with a Staffing Plan or Staffing Plans, described in Exhibit “B”, attached and incorporated herein by this reference. The Staffing Plan identifies the employees of Consultant, and when applicable subconsultants, who are anticipated to provide services under this Task Order. 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 Task Order. 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

## ON-CALL PROFESSIONAL SERVICES TASK ORDER AGREEMENT

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.

- 5.2 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 Task Order, with settlement to be made as set out on Exhibit "C" attached and incorporated herein by this reference.

### **SECTION 6. NEW EMPLOYEE WORK ELIGIBILITY STATUS (Task Order)**

- 6.1 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.
- 6.2 The undersigned duly authorized representative of Consultant, by signing this Task Order, hereby attests to the truth of the following certifications, and agrees as follows:
- Neb. Rev. Stat. § 4-114. I certify compliance with the provisions of Section 4-114 and, hereby certify that this Consultant shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. I agree to require all Subconsultants, by contractual agreement, to require the same registration and verification process.
- 6.3 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 Task Order. This form is available on the Nebraska Department of Transportation's website at <http://dot.nebraska.gov/media/2802/dr289.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 7. FEES AND PAYMENTS**

- 7.1 Consultant's fee proposal is attached as Exhibit "B" and incorporated herein by this reference.
- 7.2 The maximum payment amounts and general provisions concerning payment under this Task Order are set out on Exhibit "C".

**SECTION 8. SUSPENSION OR TERMINATION** (Unique)

**8.1 Suspension or Termination**

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

- a. A loss, elimination, decrease, or re-allocation of funds that, in the sole discretion of LPA, or State on LPA's behalf, make it difficult, unlikely, or impossible to have sufficient funding for the Services or the project
- b. LPA, or State on LPA's behalf, abandons the Services or the project for any reason
- c. Funding priorities of LPA, or State on LPA's behalf, have changed
- d. LPA, or State on LPA's behalf, determines, in its sole discretion, that the interests of LPA, or State on LPA's behalf, are best protected by suspension or termination of this Task Order
- e. Consultant fails to meet the schedule, milestones, or deadlines established in this Task Order or agreed to in writing by the Parties
- f. Consultant fails to provide acceptable replacement personnel or qualified new personnel as determined by LPA, or State on LPA's behalf
- g. Consultant has not made sufficient progress to assure that the Services are completed in accordance with the schedule in attached Exhibit "A" or 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 Task Order
- j. Consultant's breach of a provision of this Task Order or failure to meet a condition of this Task Order
- 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

**8.2 Suspension**

- a. Suspension for Convenience. LPA, or State on LPA's behalf, may suspend for convenience by giving Consultant notice of the date of suspension, which date will be no fewer than three (3) business days after notice is given. Such 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, or State on LPA's behalf, 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 Consultant's work for cause or for issues related to performance, responsiveness or quality that must be corrected by Consultant, LPA, or State on LPA's behalf, will give

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Consultant notice of the date of suspension, which date will be no fewer than three (3) business days after notice is given. LPA's notice of suspension, or State's notice of suspension on LPA's behalf, 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 on LPA's behalf, 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, or State on LPA's behalf. Failure to correct the deficiencies identified in a suspension will be grounds for termination of this Task Order.

### 8.3 Termination

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

### 8.4 Compensation upon suspension or termination

If LPA, or State on LPA's behalf, suspends the work or terminates this Task Order, 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 Task Order, LPA, or State on LPA's behalf, will have the power to suspend payments, pending Consultant's compliance with the provisions of this Task Order. In the event of termination of this Task Order for cause, LPA, or State on LPA's behalf, may make the compensation adjustments set out in Exhibit "C".

## **SECTION 9. SECTIONS INCORPORATED BY REFERENCE**

For the convenience of the parties, for consistency for funding review, and in an effort to reduce the length of this Task Order, the LPA and Consultant agree to be bound by and hereby incorporate by this reference as if fully set forth herein, Sections 11 through 13, and 15 through 28 of Master Agreement (BK2478) between State and Consultant, dated December 10, 2024, for On-call Preliminary Engineering for LPA projects, with one recurring change:

The LPA and Consultant agree to meet the requirements of all incorporated provisions and represent that by signing this Task Order, they expressly certify to any required certifications contained in those provisions. Although some of the provisions of the Master Agreement are incorporated herein by reference, it is understood that the State is not a party to this Task Order and shall have no obligations or duties under this Task Order.

**SECTION 10. CONSULTANT CERTIFICATIONS**

10.1 The undersigned duly authorized representative of Consultant, by signing this Task Order, hereby reaffirms, under penalty of law, to the best of my knowledge and belief, the truth of the certifications set out in SECTION 29. CONSULTANT CERTIFICATIONS of the Master Agreement, with one change:

“LPA, or State on LPA’s behalf” should be substituted in for any reference in that section of the Master Agreement to “State” unless the context would otherwise require.

10.2 Neb. Rev. Stat. § 81-1715(1). I certify compliance with the provisions of Section 81-1715 and, to the extent that this Task Order is a lump sum, specific rates of compensation, or actual cost-plus-a-fixed fee professional services agreement, I hereby certify that wage rates and other factual unit costs supporting the fees in this Task Order are accurate, complete, and current as of the date of this Task Order. I agree that this Task Order price and any additions thereto shall be adjusted to exclude any significant sums by which the LPA determines the agreement price had been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

**SECTION 11. LPA CERTIFICATION**

11.1 By signing this Task Order, 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 Task Order to:

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

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

**SECTION 12. 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 13. 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.

ON-CALL PROFESSIONAL SERVICES TASK ORDER AGREEMENT

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

EXECUTED by Consultant this 10 day of April, 20 26.

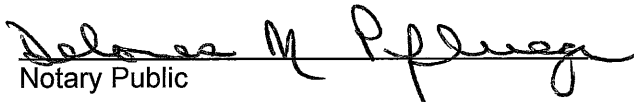
OLSSON, INC.  
Anthony Baumert

  
\_\_\_\_\_  
Client Relationship Manager

STATE OF NEBRASKA)  
LANCASTER )ss.  
DOUGLAS COUNTY )

SUBSCRIBED AND SWORN to before me this 10 day of April, 2026.

DELORES M PFLUEGER  
General Notary - State of Nebraska  
My Commission Expires Oct 31, 2028

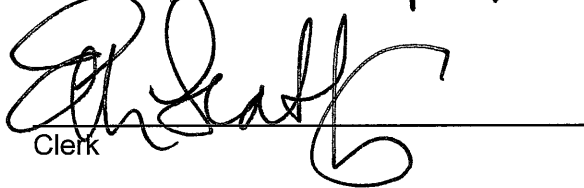
  
\_\_\_\_\_  
Notary Public

EXECUTED by the City of Beatrice this 20 day of April, 2026.

CITY OF BEATRICE  
Bob Morgan

  
\_\_\_\_\_  
Mayor

SUBSCRIBED AND SWORN to before me this 20 day of April, 2026.

  
\_\_\_\_\_  
Clerk

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

\_\_\_\_\_  
Date



## EXHIBIT "A"

### PROJECT DESCRIPTION AND LOCATION

Project Name: "Beatrice Homestead National Monument Trail"  
Project Number: 34(44)  
Control Number: 13488  
Location: Gage County

### REASON FOR AMENDMENT

The Consultant is required to provide additional services to complete the Right-of-Way (ROW) design plans and final design of the project. Services include project management, meetings, survey, plans specifications, and estimates (PS&E) submittals, ROW design and Utility Relocation/Reconstruction.

### AMENDED SECTION(S)

The scope of services of the above referenced agreement shall be amended to add the following.

### PROJECT MANAGEMENT, QUALITY CONTROL & MEETINGS

1. **Project Management.** This task includes activities to continue to 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 LPA Project Contact and to NDOT and maintain project records.
2. **Project Description/ Purpose and Need/ Project Details:** The Consultant shall work with NDOT and the NEPA Consultant to update the Project Descriptions (NDOT 182), Project Details (NDOT 173), Purpose and Need Statement (NDOT 213), and the Project Activities form.
3. **Quality Assurance/Quality Control.** The Consultant will perform QA/QC checks before each milestone submittal of the project which include but are not limited:
  - Draft PS&E Submittal
  - Final PS&E Submittal
4. **Meetings**
  - b. **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 3 virtual meetings (PCMs 70, 80 and 90). The Consultant will be responsible for preparing meeting minutes from the discussion on this project and shall prepare required materials prior to the meeting as listed on the agenda for PCM meeting.
  - e. **Encroachment Review Meeting:** The Consultant will conduct a desktop encroachment review meeting to determine the existing features located within public ROW. The Consultant will document any existing features located within the public ROW that are not permitted to be there in a report. Existing encroachments could include: landscaping blocks, signs, furniture, etc. The Consultant will submit an Encroachment Review Report to the LPA and NDOT for documentation. The LPA and NDOT will then contact the associated property owners to require removal of the features prior to construction if necessary. Otherwise, items needing to be removed would not be covered by project costs. Staking of the existing ROW would not be included with this review as determination of the encroachment will be made via measurements from existing hard surface features to determine if they encroach within the ROW via a design review.
    - i. The sections of trail located within existing ROW to be evaluated are:
      1. South side of Hwy N-4 from SW 75<sup>th</sup> Road to River Road
      2. South side of River Road from Hwy N-4 to Graham Street

### SURVEY

9. **Appraisal and Negotiations Staking the Right of Way.** During the appraisals and negotiations, the Consultant will stake new and existing right of way and easements for each property, assume 10 tracts, staked once for the appraisals and then again for negotiations for up 10 tracts. The consultant will also attend an appraisal review meeting and negotiation review meeting with the appraisal and negotiations teams to review project impacts and answer project questions.

10. **Staking for Potholing.** The Consultant will stake the two locations to be potholed above Kinder Morgan's gas line crossings beneath the proposed trail.
11. **Staking Right of Way for Condemnation Hearing.** 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 3 tract(s).
12. **Condemnation Plats.** 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 3 tract(s).

#### **DRAFT PS&E SUBMITTAL REVIEW**

1. **Incorporate review comments** the Consultant will address and incorporate review comments from the Post Plan in Hand Plan review. This task also includes revisions per ROW process, utility coordination, and the environmental process (not to include errors and omissions).
2. **Pavement Marking and Signing:** This task includes design and drafting of trail markings for areas of no-passings (at bridge and intersection approaches), areas of object markings (at bollards) and at crosswalk locations. Signing locations will be designed to place trail route marking signs and trail crossing signs as needed. It is assumed that there will be approximately 8 20-scale pavement marking and signing sheets included in this project.
4. **Utility Coordination.** The Consultant will document the information provided from the utility companies within NDOT's Utility Coordination Template Form (provided by NDOT's Local Assistance Division).
  - a. LPA and NDOT are responsible to coordinate utility agreement negotiations with utilities.
5. **Utility Rehabilitation Plans (K Sheets):** the Consultant will prepare K Sheets that show existing utilities, proposed utility relocations, and buried utilities to be abandoned in place as provided by the utility companies for information only. It is assumed there will be approximately 13 20-scale piggyback utility rehabilitation sheets in this project.
6. **Quantities/Estimates:** This task includes effort to update quantities (based on revisions from this phase) using NDOT standard bid items. This includes preparation of horseblankets for drainage items.
7. **Working Day Calculations.** Working Days for construction activities will be calculated at the Draft PS&E stage and updated at the Final PS&E plan stage.
8. **Special Plans.** This task includes effort to prepare Special Plans for:
  - a. Shallow area inlet at Station 1143+77
  - b. **Box Culvert Extension.** The Consultant shall complete the final design, update plans, quantities, and special provisions for the box culvert extension at Station 1107+55
9. **Miscellaneous:** This task includes completion of any necessary forms as required in the deliverables section such as:
  - a. NDOT Form 64E
  - b. NDOT Form 415
  - c. NDOT Form 280
  - d. NDOT Form 290
  - e. NDOT Form 342
  - f. Special Plans List
  - g. Special Provisions (draft)
  - h. Standard Plan List
10. **Draft PS&E Submittal:** This task includes effort to compile and print the plan set to PDF format. 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. Below is the order the plans are to be arranged in the plan set.

- a. Title Sheet
- b. Typical Cross-Sections
- c. Environmental or Aerial Sheets (including Wetlands)
- d. Horizontal Alignment and Control Points
- e. General Information Sheets
- f. Construction, Removals, Geometrics and Grades
- g. Erosion & Sediment Control (w/ Wetland Areas)
- h. Utility Rehabilitation Plans (K Sheets)
- i. Watermain Reconstruction Sheets
- j. Gas Line Crossing Plan Profile Sheets
- k. Plan and Profile Sheets
- l. Pavement Marking & Signing Plans
- m. RRFB Signal Plans
- n. Earthwork Data Sheets
- o. Drainage Structure Cross-Section Sheets
- p. Special Plans from Bridge (Box Culvert Extension)
- q. Special Plans from Roadway
- r. Right-of-Way Plans
- s. Trail Cross-Sections

**The only revisions to the Draft PS&E plans would be modifications resulting from right of way negotiations, design modifications due to unknown utility conflicts, review comments from NDOT or the LPA, or revisions requested by an affected railroad.**

**DELIVERABLES FOR DRAFT PS&E SUBMITTAL:**

- a. Grading Item Summary, NDOT Form 64E
- b. Table of Drainage Summary Items, "Horse blankets"
- c. Length Sheet, NDOT Form 415
- d. OnBase (NDOT RD PS&E Plans)
- e. One full-sized .pdf set each of "Pre PS&E Plans" and "Pre PS&E Cross Sections"
- f. PS&E Required Sheet (Word format), NDOT Form 280
- g. Special Plans list (from NDOT's "Standard/Special Plans" book)
- h. Special Provisions (draft)
- i. Standard Plan list (from NDOT's "Standard/Special Plans" book)
- j. Summary of Quantities, NDOT Form 355

**FINAL PS&E SUBMITTAL/BLUE LINE CORRECTIONS**

1. **Final PS&E Submittal.** The Consultant shall incorporate review comments and revisions from Draft PS&E 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.
2. **Address PDU Redlines.** During PS&E Review this includes the effort of addressing any questions or comments that arise during PDU's review and making corrections per PDU Comments (not to include errors or omissions). This includes corrections based on PDU comments that make the plans biddable.
3. **Address PS&E Bluelines.** 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).
4. **Printing** this includes effort to print and resubmit any sheets that change based on PS&E and PDU comments (not to include errors or omissions).
  - a. Title Sheet (Provided by NDOT)
  - b. Typical Cross-Sections
  - c. Summary of Quantities (Provided by NDOT)
  - d. Summary of Soil and Materials Survey Information (Provided by NDOT)
  - e. Environmental or Aerial Sheets (including Wetlands)
  - f. Horizontal Alignment and Control Points
  - g. General Information Sheets
  - h. Construction, Removals, Geometrics and Grades
  - i. Erosion & Sediment Control (w/ Wetland Areas)
  - j. Utility Rehabilitation Plans (K Sheets)
  - k. Watermain Reconstruction Sheets

- l. Gas Line Crossing Plan Profile Sheets
  - m. Plan and Profile Sheets
  - n. Pavement Marking & Signing Plans
  - o. RRFB Signal Plans
  - p. Earthwork Data Sheets
  - q. Drainage Structure Cross-Section Sheets
  - r. Special Plans from Bridge
  - s. Special Plans from Roadway
  - t. Right-of-Way PS&E Plans
  - u. Trail Cross-Sections
  - v. Standard Plans (Provided by NDOT)
5. **SWPPP Coordination:** This task includes effort to provide information to NDOT for NDOT to prepare the NPDES Construction Stormwater Permit, the Stormwater Pollution Prevention Plan (SWPPP) for the project.
6. **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
  - d. LandXML Format
  - e. Machine Control Surface Model files (LandXML format)
    - 1. Existing Ground
    - 2. Proposed Finished Grade
    - ~~3. Proposed Grading Surface~~
  - ~~f. Super elevation Transition Diagrams~~
  - ~~g. Super Diagram or Word Document~~
7. **Letting Task**
- a. Answering questions received from Contractors during Letting Phase
  - b. Supplying Information to NDOT for preparing addendums
  - ~~c. Shop drawing review/approvals~~

**Deliverables for Final Plans (PS&E) Phase include**

- a. Revised Waterway Permit Data Sheet, NDOT Form 290
- b. Floodplain Certification Package
  - Floodplain Certification and Permit (if applicable)
- c. Opinion of Probable Construction Cost
- d. Two full-size sets of Final Plan electronic files (one stamped/signed and one unstamped/unsigned both with preliminary stamp removed).
- e. Project Information Sheet, NDOT Form 342
- f. Project Quantity Sheet, NDOT Form 343E
- g. Summary of Quantity Sheets, NDOT Form 355
- h. Summary of Quantities and Locations of Surfaced Driveways/Intersections (if applicable)
- i. Table of Drainage Summary Items, "Horse blankets"
- j. Length Sheet, NDOT Form 415
- k. PS&E Required Sheet, NDOT Form 280
- l. Grading Item Summary, NDOT Form 64E
- m. Special Provisions
- n. Standard Plan listing
- o. Special Plan listing
- ~~p. Certification of Compliance, NDOT Form 366~~

- q. Construction and working day estimates

### **RIGHT-OF-WAY DESIGN SERVICES**

1. **TITLE RESEARCH** Any additional or updated Title Information would be provided by NDOT.

### **3. ROW PLANS**

1. The Consultant shall make ROW design alterations as required by the State during the Appraisal of the ROW. It is assumed that up to 4 tracts would require revisions on this project as a result of the appraisals process. The revisions must be made within five (5) working days after the State requests the revision.
2. Each time an Appraisal Plan revision is done the date of the revision will be shown in the lower right corner of the revised ROW plan sheet(s).
3. Each time a revision is made to a legal description the date of the revision shall be placed with the tract number, acquisition type, and its sequential number identifier.
4. Each time a revision to the legal descriptions or Appraisal Plans are made the Consultant shall submit updated versions of all affected electronic legal description text.
5. When submitting revised Appraisal plans or legal descriptions the Consultant shall include an electronic transmittal sheet listing all revisions made to the plans and/or legal descriptions in chronological order for the duration of the appraisal stage.
6. Upon request the Consultant shall submit a ROW staking listing for any tracts requested within three working days of the request. The listing must provide station offsets to the design centerline and coordinates for all ROW, PE, TE, and control of access lines at all break points, TS, SC, CS, ST, TC, CT, centerline deflections, and at every 100 feet or even stations like the cross sections. The staking report shall be provided in Excel and csv formats. Program and instructions for making the staking reports are found on the NDOT website.
7. A pre-appraisal and/or pre-negotiation meeting may be held to inform the appraisers or negotiators of the aspects and history of the project and to answer any questions they may have. A representative of the Consultant shall attend these meetings. The consultant may also be requested to submit a kmz file for use at these meetings.
8. The Consultant shall make ROW design alterations as required by the State during the acquisition phase of the ROW process. The revisions must be made within five working days after the State requests the revision. It is assumed that up to 4 tracts would require revisions on this project as a result of the acquisition / negotiation process.
9. Each time a Negotiation Plan revision is done the date of the revision will be shown in the lower right corner of the revised ROW plan sheet(s).
10. Each time a revision is made to a legal description the date of the revision shall be placed with the tract number, acquisition type, and its sequential number identifier.
11. Each time a revision to the legal descriptions, Negotiation Plans, or staking report is made the Consultant shall submit updated versions of all affected electronic legal description text and staking report files.
12. When submitting revised Negotiation plans, legal descriptions, or staking reports, the Consultant shall include an electronic transmittal sheet listing all revisions made to the plans, legal descriptions, and/or staking reports in chronological order for the duration of the acquisition stage of the project.
13. The Consultant shall submit to the ROW Design Section within seven working days of their request 2 sets of PS&E ROW plans (as described in the Project ROW Plans Format) in PDF format as specified below:
  - a. One PS&E ROW set with Preliminary stamp OFF/Seal OFF uploaded to the \_EPlans folder on ProjectWise with the name of the PDF "13488 ROW Prelim Plans"
  - b. One PS&E ROW set with Preliminary stamp OFF/Seal ON and electronically signed uploaded to the \_EPlans folder on ProjectWise with the name of the PDF "13488 ROW Final Plans"The PS&E plan set shall consist of all Negotiation Plan sheets except the title sheet, situation sheet, and summary of areas sheet (2 sheet); and shall have the following changes made:
  - a. The Negotiation Plan stamp will be removed along with any "revised" stamps.
  - b. Any construction notes will be removed from the ROW plan sheets by shutting off the level(s) in which they are placed except for "Do Not Disturb" notes which are to remain on the PS&E ROW Plans.
14. The Consultant shall stamp, sign, and date PS&E ROW plans. The seal of the Consultant should be CADD generated that is then electronically signed and dated by the Professional Civil Engineer or Registered Land Surveyor registered in Nebraska.
15. The PS&E plans shall incorporate all negotiation plans revisions.

16. The Consultant shall make PS&E corrections as required by the state during the PS&E letting package preparation process. Any updated ROW Design CADD and GEOPAK ROW files shall also be submitted with the revised PS&E ROW plans as necessary. The revisions must be made within five working days after the state requests the revision.

### **UTILITY RELOCATION/RECONSTRUCTION**

- 1) **Existing Water Main Relocation/Reconstruction.** The Consultant shall identify existing water mains owned by the Lower Big Blue Natural Resource District (LBBNRD) that are in conflict with project improvements. Project improvements are to be designed around existing water mains as much as practical; however, in some situations relocating the water main will produce an improved engineering design. Engineering judgment shall be used to determine when to relocate a water main. This task involves minor relocations such as, but not limited to, looping water mains due to a conflict or relocating hydrants. Water mains which are relocated shall be placed to meet the minimum horizontal and vertical separation requirements set forth in the NDHHS Design and Installation Guide for Water Main. Two areas or relocations are anticipated:
  - a. Fire Hydrant Relocation at Sta. 1065+00 RT
  - b. Water Service Relocation at Sta. 1061+70 RT

Water main details, special provisions and coordination with the LBBNRD are assumed within this task to address the relocation needs of the rural water main.

- 2) **Gas Line Crossing Plan Profile** The Consultant shall identify the two locations where the trail crosses above Kinder Morgan's high pressure gas lines within utility plans depicting the trail's location above the gas line in both plan and cross section views. The Consultant shall use information gathered by potholing techniques on the depths of the gas main to depict the separation of the trail crossing above the utility.
- 3) **Potholing Coordination.** The Consultant shall coordinate with Kinder Morgan and a potholing contractor to perform the potholing requirements of the gas line utility. Crossing locations are anticipated at Stations 1092+10 and 1101+50. Surveyed locations of the trail centerline, existing ROW and easements above the gas line's ROW are assumed within this task as well to determine the exact location of the potholed depths in the field. Potholing depths are requested at:
  - a. The centerline of the trail
  - b. The existing ROW
  - c. The proposed temporary or permanent easements through the gas line's ROW

This task assumes time for phone call conversations and a virtual teams call if needed to coordinate times/dates for performing the potholing work. A site visit to observe the potholing is also assumed for this task. Additional this task assumes time to compile and submit materials for Kinder Morgan's review as well as addressing comments and questions on submitted materials. It is assumed that the time to address any revisions to the design to gain required vertical separation from the buried gas line utility is included in the Incorporate Review Comments line of the Draft PS&E Submittal Review section above.

### **DELIVERABLES**

1. Required Materials and Agendas for PCM Meetings
2. Utility Coordination Forms
3. Encroachment Review Report
4. Staking for Appraisals, Negotiations, & Condemnations (if applicable)
5. Condemnation Plats (if applicable)
6. Draft PS&E Plans and Deliverables (as described in the Draft PS&E Submittal Section)
7. Final PS&E Plans and Deliverables (as described in the Final PS&E Submittal Section)
8. Negotiation Plans
9. PS&E ROW Plans
10. Archived ROW Plans

**SCHEDULE**

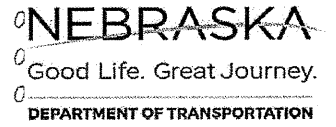
1. Notice to Proceed (NTP)	Mar. 18, 2026
2. PCM 50 Meeting (If needed)	Mar. 2026
3. Anticipated Approved CE	April 2026
4. <u>Anticipated NTP for Supplement No. 2 – Final Design</u>	<u>May 2026</u>
5. PCM 70 Meeting	May 2026
6. Begin ROW Appraisal, Negotiation & Acquisition Process	June 2026
7. Draft PS&E Submittal	Sept. 2026
8. PCM 80 Meeting (If needed)	2026
9. PS&E Submittal	Dec. 2026
10. Anticipated Completed ROW Acquisitions	Mar. 2027
11. PCM 90 Meeting	Mar. 2026
12. Anticipated Project Letting	May 2027
13. <u>Contract Amendment End Date</u>	<u>June 2027</u>
14. Anticipated Construction Duration	Summer 2027 – Spring 2028

**Staffing Plan (CPFF)**

**Final Design**

**Project Name:** Beatrice Homestead National Monument Trail  
**Consultant:** Olsson  
**Consultant PM:** Patrick Lusk, 402-458-5004, plusk@olsson.com  
**LPA RC:** Tobias Tempelmeyer, 402-228-5200, ttempelmeyer@beatrice.ne.gov  
**NDOT PC:** Paul Kieper, paul.kieper@nebraska.gov  
**Date:** February 19, 2026

**Project Number:** 34(44)  
**Control Number:** 13488



#	Code	Classification	#	Code	Classification
1	PR	Principal	6	TECH	Technician
2	PM	Project Manager	7	RLS	Registered Land Surveyor
3	SENG	Sr. Engineer	8	SPC	Survey Party Chief
4	ENG	Engineer	9	SUR	Surveyor I
5	SDES	Sr. Designer/Technician	10	ADM	Administrative

<b>Overhead Rate <sup>[1]</sup></b>	
174.34%	0.00%
<b>Fee for Profit Rate <sup>[2]</sup></b>	
12.00%	\$0.00
<b>FCCM (if applicable)</b>	
0.97%	0.00%

**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>			
Tony Baumert	Vice President	\$87.50	100%
		<b>Blended Rate:</b>	<b>\$87.50</b>
			<b>\$0.00</b>
<b>Project Manager</b>			
Patrick Lusk	Project Manager	\$65.87	100%
		<b>Blended Rate:</b>	<b>\$65.87</b>
			<b>\$0.00</b>
<b>Sr. Engineer</b>			
Brandon Roesler	Bridge Group Leader	\$70.43	50%
Lance Murry	Survey Group Leader	\$60.10	10%
Shane King	Technical Expert - Traffic	\$79.33	40%
		<b>Blended Rate:</b>	<b>\$72.96</b>
			<b>\$0.00</b>
<b>Engineer</b>			
Angelica Solomon	Engineer - Bridge Design	\$45.19	10%
Hunter Miller	Associate Engineer - Roadway Design	\$39.18	30%
Pavel Karamshin	Assistant Engineer - Traffic Design	\$40.19	10%
Jacob Delone	Engineer - Bridge Design	\$42.19	10%
Greta Ehrhorn	Engineer - Traffic Design	\$47.60	10%
Nate Neil	Assistant Engineer - Roadway Design	\$35.34	30%
		<b>Blended Rate:</b>	<b>\$43.67</b>
			<b>\$0.00</b>
<b>Technician</b>			
Jason Martins	Design Manager - Roadway	\$57.21	20%
Jeremy Vesely	Design Associate - Roadway	\$41.50	40%
Stacey Fryc	Survey Technician	\$37.50	5%
Mark Lambertus	Senior Technician - ROW Design	\$40.00	30%
Tyler Troxel	Senior Technician - Bridge Design	\$35.00	5%
		<b>Blended Rate:</b>	<b>\$43.67</b>
			<b>\$0.00</b>

**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>Registered Land Surveyor</b>			
Daniel Thomson	Senior Surveyor	\$53.00	50%
Andy Broeker	Senior Surveyor	\$48.08	50%
	<b>Blended Rate:</b>	<b>\$50.54</b>	<b>\$0.00</b>
<b>Survey Party Chief</b>			
Rey Alcalde	Associate Surveyor	\$35.50	100%
	<b>Blended Rate:</b>	<b>\$35.50</b>	<b>\$0.00</b>
<b>Surveyor I</b>			
Coby Buettner	Assistant Surveyor	\$24.00	50%
Diego Jacobo Rios	Assistant Surveyor	\$22.50	50%
	<b>Blended Rate:</b>	<b>\$23.25</b>	<b>\$0.00</b>
<b>Administrative</b>			
Stacey Roach	Public Involvement Specialist	\$45.90	100%
	<b>Blended Rate:</b>	<b>\$45.90</b>	<b>\$0.00</b>

# Consultant's Estimate of Hours

# Final Design

**Project Name:** Beatrice Homestead National Monument Trail

**Project Number:** 34(44)

**Consultant:** Olsson

**Control Number:** 13488

**Consultant PM:** Patrick Lusk, 402-458-5004, plusk@olsson.com

**NDOT PC:** Paul Kieper, paul.kieper@nebraska.gov

**Date:** February 19, 2026

TASKS	PERSONNEL CLASSIFICATIONS										Total
	PR	PM	SENG	ENG	SDES	TECH	RLS	SPC	SUR	ADM	
<b>I. Project Management &amp; Quality Control</b>	<b>8</b>	<b>78</b>	<b>24</b>	<b>14</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>124</b>
1. Project Management	8	60									68
2. Project Description/ Purpose & Need / Project Details		8									8
3. Quality Assurance / Quality Control			24								24
4. Meetings											0
b. Project Coordination Meetings (3 Additional Meetings)		6		6							12
e. Encroachment Review Meeting		4		8							12
											0
<b>III. Survey</b>	<b>0</b>	<b>12</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>40</b>	<b>8</b>	<b>60</b>	<b>60</b>	<b>0</b>	<b>196</b>
9. Appraisals & Negotiations Staking the Right of Way.		4	8			8		40	40		0
10. Staking Right of Way for Condemnation Hearing		2	4			4		12	12		34

TASKS	PERSONNEL CLASSIFICATIONS										
	PR	PM	SENG	ENG	SDES	TECH	RLS	SPC	SUR	ADM	Total
11. Staking for Potholing		2	4			4		8	8		26
11. Condemnation Plats		4				24	8				36
											0
<b>IV. Draft PS&amp;E Plan Review</b>	<b>0</b>	<b>78</b>	<b>60</b>	<b>120</b>	<b>0</b>	<b>124</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>382</b>
1. Incorporate Review Comments		16		32		32					80
2. Pavement Marking and Signing			6	16		10					32
4. Utility Coordination		24									24
5. Utility Rehabilitation Plans (K Sheets)		8				32					40
6. Quantities/Estimates		8	8	16							32
7. Working Day Calculations			4								4
8. Special Plans											0
a. Shallow Area Inlet			8	16							24
b. Box Culvert Extension			20	32		50					102
9. Miscellaneous		14	14								28
10. Draft PS&E Submittal		8		8							16
											0
<b>V. Final PS&amp;E Submittal/Blue Line Corrections</b>	<b>0</b>	<b>50</b>	<b>12</b>	<b>44</b>	<b>0</b>	<b>30</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>136</b>
1. Final PS&E Submittal		8	8	22		22					60
2. Address PDU Redlines		4		4		4					12
3. Address PS&E BlueLines		4		4		4					12
4. Printing		8		8							16
5. SWPPP Coordination		8									8
6. Electronic CADD Files		2		6							8
7. Letting Task		16	4								20
											0
<b>VI. Right of Way Design</b>	<b>0</b>	<b>32</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>48</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>96</b>
3. ROW Plans		32				48	16				96
											0
<b>VII. Utility Relocation/Reconstruction</b>	<b>0</b>	<b>48</b>	<b>10</b>	<b>48</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>106</b>
1. Existing Water Main Relocation/Reconstruction		16	4	24							44
2. Gas Line Crossing Plan Profile		8	4	16							28
3. Potholing Coordination		24	2	8							34
											0
<b>Total Days</b>	<b>1</b>	<b>37.3</b>	<b>15.3</b>	<b>28.3</b>	<b>0</b>	<b>30.3</b>	<b>3</b>	<b>7.5</b>	<b>7.5</b>	<b>0</b>	<b>130</b>
<b>Total Hours</b>	<b>8</b>	<b>298</b>	<b>122</b>	<b>226</b>	<b>0</b>	<b>242</b>	<b>24</b>	<b>60</b>	<b>60</b>	<b>0</b>	<b>1,040.0</b>









## Project Cost & Breakdown

## Final Design

**Project Name:** Beatrice Homestead National Monument Trail  
**Consultant:** Olsson  
**Consultant PM:** Patrick Lusk, 402-458-5004, plusk@olsson.com  
**NDOT PC:** Paul Kieper, paul.kieper@nebraska.gov  
**Date:** February 19, 2026

**Project Number:** 34(44)  
**Control Number:** 13488

DIRECT LABOR COSTS			
Classification	Hours	Rate	Amount
Principal	8	\$87.50	\$700.00
Project Manager	298	\$65.87	\$19,629.26
Sr. Engineer	122	\$72.96	\$8,901.12
Engineer	226	\$39.87	\$9,010.62
Sr. Designer/Technician	0	\$0.00	\$0.00
Technician	242	\$43.67	\$10,568.14
Registered Land Surveyor	24	\$50.54	\$1,212.96
Survey Party Chief	60	\$35.50	\$2,130.00
Surveyor I	60	\$23.25	\$1,395.00
Administrative	0	\$45.90	\$0.00
	1040	<b>Subtotal</b>	<b>\$53,547.10</b>

DIRECT EXPENSES	Amount
Subconsultants:	\$0.00
Printing And Reproduction:	\$0.00
Mileage/Travel:	\$787.50
Lodging/Meals:	\$0.00
Other Miscellaneous Costs:	\$10,000.00
<b>Subtotal</b>	<b>\$10,787.50</b>

TOTAL PROJECT COSTS	Amount
Direct Labor Costs	\$53,547.10
Labor Cost Escalation Factor for Multi-year Projects (if allowed): Y 2.0 years @ 3.0% / year = 1.50%	\$803.21
Overhead @ 174.34%	\$94,754.32
Facility Capital Cost of Money (FCCM) @ 0.970% (labor costs x FCCM%)	\$527.20
Direct Expenses	\$10,787.50
Fee for Profit Rate @ 12.00%	\$17,892.56
<b>TOTAL COST</b>	<b>\$178,311.89</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
\$ 54,350.31	for actual direct labor costs
\$ 106,069.02	for indirect costs and direct expenses
<u>\$ 17,892.56</u>	for a fixed fee for profit
\$ 178,311.89	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

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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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(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:

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- (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 12.00%. 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"**  
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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.

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- 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.

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- 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

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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

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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

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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.

RESOLUTION

SIGNING OF PRELIMINARY ENGINEERING SERVICES AGREEMENT – BK2622

City of Beatrice

Resolution No. 7774

**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 Olsson, 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:

Bob Morgan, Mayor of City of Beatrice, is hereby authorized to sign the attached Preliminary Engineering Services agreement between City of Beatrice, Nebraska and Olsson, Inc.

NDOT Project Number: TAP-FLTP-34(44)

NDOT Control Number: 13488

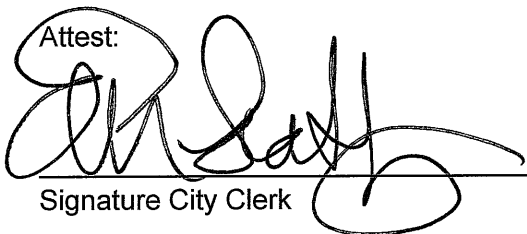
NDOT Project Description: Beatrice Homestead Trail

Adopted this 20<sup>th</sup> day of April, 2026 at Beatrice Nebraska.  
(Month)

The City Council of City of Beatrice, Nebraska

<u>Barnard</u>	<u>Hydo</u>
<u>Doyle</u>	<u>McLain</u>
<u>Esken</u>	<u>Ruh</u>
<u>Fairbanks</u>	<u>Eckhoff - 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 City Clerk