

Task Order Agreement No.	BK1847
Master Agreement No.	BK1740
Effective (NTP) Date	
Task Order Amount	C+FF \$555,600.00

C-18-0721

LPA/CONSULTANT LOCALLY FUNDED
PROFESSIONAL SERVICES, CONSULTANT
PRELIMINARY ENGINEERING SERVICES

LANCASTER COUNTY
FELSBURG HOLT & ULLEVIG
PROJECT NO. HSIP-5280(2)
CONTROL NO. 13391
SALTILLO ROAD – S. 27TH STREET TO S. 68TH

THIS AGREEMENT, made and entered into by and between Lancaster County hereinafter referred to as the "LPA" and Felsburg Holt & Ullevig, hereinafter referred to as the "Consultant," and collectively referred to as the "Parties".

WITNESSETH

WHEREAS, the LPA is in the process of developing a federal-aid transportation project at the location shown on EXHIBIT "A", which is attached and hereby made a part of this agreement, and

WHEREAS, Consultant entered into an On-Call Professional Services Master Agreement, No. BK1740 ("Master Agreement"), with the Nebraska Department of Transportation ("State") wherein Consultant agreed to provide preliminary engineer ("Services") for future Federal-aid transportation projects, when selected by LPA or State, and

WHEREAS, the above named project is solely the responsibility of the LPA; the Nebraska Department of Transportation (NDOT) involvement in this project is for the sole purpose of acting as the representative of the FHWA for eligibility of the federal funding for future phases of work; and

WHEREAS, the LPA will fund the professional services under this agreement with LPA funds only, and has obtained funding approval from the NDOT to do so, based on the LPA meeting all federal-aid eligibility requirements for all phases of the project, and

WHEREAS, the Consultant is qualified to do business in Nebraska and has met all requirements of the Nebraska Board of Engineers and Architects to provide consultant engineering services in the State of Nebraska, and

WHEREAS, Consultant is willing to perform the services in accordance with the terms hereinafter provided, is presently in compliance with Nebraska law, and hereby agrees to comply with all federal, state, and local laws and ordinances applicable to the work under this agreement.

NOW THEREFORE, in consideration of these facts, the Parties hereto agree as follows:

SECTION 1. DEFINITIONS

Wherever in this agreement the following terms are used, they will have the meaning here given:

"CONSULTANT" means Felsburg Holt & Ullevig and any employees thereof, whose business and mailing address is 11422 Miracle Hills Drive, Suite 115, Omaha, Nebraska, 68154, and

"SUBCONSULTANT/SUBCONTRACTOR" means the firm of Thiele Geotech, whose business and mailing address is 13478 Chandler Road, Omaha, Nebraska, 68138-3716.

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"SUBCONSULTANT/SUBCONTRACTOR" means the firm of RW Engineering & Survey, whose business and mailing address is 6225 N. 89th Circle, Omaha, Nebraska, 68134.

"STATE" means the Nebraska Department of Transportation in Lincoln, Nebraska, its Director, or authorized representative. The State represents the United States Department of Transportation on federally funded transportation projects sponsored by a sub recipient of federal funds and any reference to the "State" in this Agreement shall mean the State on behalf of the United States Department of Transportation.

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

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

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

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

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

SECTION 2. SCOPE OF SERVICES

The Consultant shall provide preliminary engineering for project HSIP-5280(2), C.N. 13391, in Lancaster County, Nebraska.

Upon receiving a written notice to proceed from the LPA, the Consultant shall perform all work required under this agreement as outlined in Exhibit "A", Scope of Services, Consultant's Fee Proposal, and Schedule of Completion which is attached and hereby made a part of this agreement.

For work beyond the agreed Scope of Services the consultant shall document the additional work, estimate the cost to complete the work, negotiate a supplement agreement and receive written approval from the LPA before beginning work. Any work performed by the consultant prior to approval will be done at the expense of the consultant.

SECTION 3. CONSULTANTS PERSONNEL

The Consultant shall notify the LPA of any need to replace the project manager or significant personnel changes. Personnel who are added as replacements must be persons of comparable training and experience. Personnel added as new personnel and not replacements must be qualified to perform the intended work. The LPA reserves the right to accept or reject the personnel change. Failure on the part of the Consultant to provide acceptable replacement personnel as determined by the LPA will be cause for termination of this agreement, with settlement to be made as provided in the SUSPEND, ABANDON AND TERMINATE section of this agreement.

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SECTION 4. NEW EMPLOYEE WORK ELIGIBILITY STATUS

The Consultant agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. The Consultant hereby agrees to contractually require any Subconsultants to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

The undersigned duly authorized representative of the Consultant, by signing this agreement, hereby attests to the truth of the following certifications, and agrees as follows:

Neb.Rev.Stat. § 4-114. I certify compliance with the provisions of Section 4-114 and, hereby certify that this Consultant shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. I agree to require all Subconsultants, by contractual agreement, to require the same registration and verification process.

If the Consultant is an individual or sole proprietorship, the following applies:

1. The Consultant must complete the United States Citizenship Attestation form and attach it to this agreement. The form is available on the Department of Transportation website at www.transportation.nebraska.gov/projdev/#save.
2. If the Consultant indicates on such Attestation form that he or she is a qualified alien, the Consultant agrees to provide the US Citizenship and Immigration Services documentation required to verify the Consultant lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Consultant understands and agrees that lawful presence in the United States is required and the Consultant may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

SECTION 5. NOTICE TO PROCEED AND COMPLETION

The LPA will issue the Consultant a written Notice-to-Proceed (NTP) upon full execution of this agreement. Any work or services performed by Consultant on the project prior to the date specified in the written Notice-to-Proceed is not eligible for reimbursement.

The Consultant shall do all the work according to the schedule included in attached EXHIBIT "A" and shall complete all work required under this agreement promptly and in a satisfactory manner by November 30, 2020.

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

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LPA authorized changes in the scope of work, which increase or decrease work-hours or services required of the Consultant, will provide the basis for a change of time and/or changes to the total costs of the services under this agreement.

SECTION 6. FEES AND PAYMENTS

- A. For performance of the services as described in this agreement, the Consultant will be paid a fixed-fee-for-profit of \$53,245.62, as defined in paragraph D of this section, and up to a maximum amount of \$502,354.38 for actual costs as defined in paragraph E of this section, that are allowable subject to the terms of this agreement and to all requirements and limitations of the federal cost principles contained in the Federal Acquisition Regulation (48 CFR 31). The total agreement amount is \$555,600.00.
- B. The fixed-fee is computed upon the direct labor costs (wages) and overhead costs. The fixed-fee is not allowable upon direct non-labor costs. The fixed-fee for profit is calculated by multiplying the sum of the direct labor costs and overhead costs billed by the negotiated fixed-fee- for-profit.
- C. Payment for Services under this Agreement will be made based on the payment method identified in Section 6. FEES AND PAYMENTS. Allowable costs include direct labor costs, Subconsultant costs and other direct non-labor costs, and overhead costs.
- D. Direct Labor Costs are the earnings that individuals receive for the time they are working directly on the project.
 - 1) Hourly Rates: For hourly employees, the hourly earnings rate shall be the employee’s straight time hourly rate for the pay period in which the work was performed. If overtime hours are worked on this project, the premium pay portion of those hours is not allowable as a direct labor cost.
For salaried employees, the hourly earnings rate shall be their actual hourly rate as recorded in the Consultant’s accounting books of record.
 - 2) Time reports: The hours charged to the project must be supported by adequate time distribution records that clearly indicate the distribution of hours to all projects/activities on a daily basis for the entire pay period. Time reports must provide a clear identifying link to the projects: such as project description, project number, pertinent work phase, dates of service, and the individual’s name and position. There must be an adequate system of internal controls in place to ensure that time charges are correct and have the appropriate supervisory approval.
- E. Indirect Labor Costs (Overhead) include indirect labor costs, indirect non-labor costs, and direct labor additives that are allowable in accordance with Federal Acquisition Regulations [48 CFR 31 \(Contract Cost Principles and Procedures\)](#). Overhead costs are to be allocated to the project as a percentage of direct labor costs. The Consultant will be allowed to charge the project using its actual allowable overhead rate. Overhead rate increases that occur during the project

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period will not be cause for an increase in the maximum amount established in this agreement.

- F. Direct Non-Labor Costs (Direct Expenses): These costs include all necessary, actual, properly documented, and allowable costs related to the Consultant completing the Services. All costs must be supported by detailed receipts or invoices. 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 (includes Subconsultant's wages and direct non-labor 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 is treating a direct non-labor cost category, in its entirety, as an overhead cost, then costs from that category are not eligible to be billed to this project as a direct expense.
- 2) Subconsultant costs may not exceed the costs shown on the attached Consultant's Fee Proposal for each Subconsultant unless agreed upon by the Consultant and LPA, or State on *LPA's behalf*. Subconsultant costs (labor and direct non-labor costs) must have the same level of documentation as required for Consultant.
- 3) The following direct non-labor costs 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 actual reasonable cost and if discounts are applicable, the Consultant shall give LPA the benefit of all discounts. Receipts must be submitted with invoices.
 - 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.
 - 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 State the benefit of all lodging discounts. Receipts must be submitted with invoices.
 - d) MEALS – The reimbursement for meals will be limited to the prevailing standard rate as indicated on the GSA website noted above. Expenses for

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alcoholic beverages are not allowed. Consultant shall give LPA the benefit of all meal discounts.

- (i) For Consultant and its employees to be eligible for the meal allowance, the following criteria must be met.

Breakfast:

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

Lunch:

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

Dinner:

- Employee leaves for overnight travel at or before 5:00 p.m. or
- Employee returns from overnight travel or work location at or after 7:00 p.m., or
- Employee is on overnight travel.

- (ii) Meals are not eligible for reimbursement if the employee eats within 20 miles of the headquarters town of the employee.
- (iii) Meal receipts must itemize all food and drink purchased. A credit card receipt alone is not sufficient documentation.
- (iv) Reimbursement for meal gratuities/tips will be whatever is usual, or customary, but will not exceed 20 percent.

- (3) Overhead Costs include indirect labor costs, indirect non-labor costs, and direct labor additives that are allowable in accordance with 48 CFR 31. Overhead costs are to be allocated to the project as a percentage of direct labor costs. The Consultant will be allowed to charge the project using its actual allowable overhead rate. Overhead rate increases which occur during the project period will not be cause for an increase in the maximum amount established in paragraph A of this section. When an audit is performed by the LPA at the completion of the work, the actual allowable overhead rate for the year the project labor was incurred will be applied to the direct labor costs for that year. If a particular year's actual overhead has not yet been computed or approved by the LPA, the most recent year's accepted rate will be applied. The audit may result in additional funds due the Consultant or a cost due from the Consultant to the LPA.

- G. The Consultant shall submit invoices to the LPA at a minimum of monthly intervals. The invoices must present actual direct labor, actual overhead, actual direct non-labor costs, as well as the fixed-fee based upon the actual direct labor and overhead costs billed for that period. The invoices must identify each employee by name and classification, the hours worked, and each individual's actual labor cost. Direct non-labor expenses must be itemized and provide a complete description of each item billed.

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Each monthly invoice must be substantiated by a progress report which is to include/address, as a minimum:

1. A description of the work completed for that period
2. A description of the work anticipated for the next pay period
3. Information needed from LPA
4. Percent of work completed to date

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

- H. The LPA will make every effort to pay the Consultant within 30 days of receipt of the Consultant's invoices. Payments are dependent upon whether the monthly progress reports provide adequate substantiation for the work and whether the LPA determines that the work submitted is satisfactory. Upon determination that the work was adequately substantiated and satisfactory, payment will be made in the amount of 100 percent of the billed actual costs. Upon completion acceptance of the work required under this agreement a final audit of all invoiced amounts may be completed by the LPA or its authorized representative if required by local policy. The Consultant agrees to reimburse the LPA for any overpayments discovered by the LPA or its authorized representative.

The acceptance by the Consultant of the final payment will constitute and operate as a release to the LPA for all claims and liability to the Consultant, its representatives, and assigns, for any and all things done, furnished, or relating to the services rendered by or in connection with this agreement or any part thereof.

- I. The Consultant shall maintain, and also require that its Subconsultants/Subcontractors maintain, all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such material available for examination at its office at all reasonable times during the agreement period and for three years from the date of final cost settlement by FHWA under this agreement. Such materials must be available for inspection by the State, FHWA, or any authorized representative of the federal government, and when requested, the Consultant shall furnish copies.

SECTION 7. PROFESSIONAL PERFORMANCE

The Consultant understands that the LPA will rely on the professional performance and ability of the Consultant. Any examination by the LPA or any acceptance or use of the work product of the Consultant, will not be considered to be a full and comprehensive examination and will not be considered an approval of the work product of the Consultant which would relieve the Consultant from any liability or expense that would be connected with the Consultant's sole responsibility for the propriety and integrity of the professional work to be accomplished by the Consultant pursuant to this agreement. That further, acceptance or approval of any of the work of the Consultant by the LPA or of payment, partial or final, will not constitute a waiver of any rights of the LPA to recover from the Consultant, damages that are caused by the Consultant due to error, omission, or negligence of the Consultant in its work. That further, if due to error, omission, or negligence of the Consultant, the plans, specifications, and estimates are found to be in error or there are omissions therein revealed during the

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construction of the project and revision or reworking of the plans is necessary, the Consultant shall make such revisions without expense to the LPA. The Consultant shall respond to the LPA's notice of any errors or omissions within 24 hours and give immediate attention to these corrections to minimize any delays to the construction contractor. This may involve visits by the Consultant to the project site, if directed by the LPA. If the Consultant discovers errors in its work, it shall notify the LPA of the errors within seven days. Failure of the Consultant to notify the LPA will constitute a breach of this agreement. The Consultant's legal liability for all damages incurred by the LPA caused by error, omission, or negligent acts of the Consultant will be borne by the Consultant without liability or expense to the LPA.

SECTION 8. SUSPEND, ABANDON AND TERMINATE

The LPA has the absolute right to abandon the project or to change the general scope of work at any time and such action on its part will in no event be deemed a breach of agreement. The LPA can suspend or terminate this agreement at any time.

If the LPA abandons or subtracts from the work, or suspends or terminates the agreement as presently outlined, the Consultant will be reimbursed for work completed up to the date of suspension, abandonment or termination of the agreement, provided however, that in case of suspension, abandonment, or termination for breach of this agreement or for tender of improper work, the LPA can suspend payments, pending the Consultant's compliance with the provisions of this agreement. In determining the percentage of work completed, the LPA will consider the work performed by the Consultant prior to abandonment or termination to the total amount of work contemplated by this agreement. The ownership of all project plans and supporting documents completed or partially completed at the time of such termination or abandonment will be retained by the LPA and the Consultant shall immediately deliver all project plans and supporting documents to the LPA. Any work completed after the Consultant is notified of the termination is not reimbursable.

SECTION 9. OWNERSHIP OF DOCUMENTS

All surveys, plans, specifications, maps, computations, charts, electronic data, and other project data prepared or obtained under the terms of this agreement are the property of the LPA and the Consultant shall deliver them to the LPA without restriction or limitation as to further use.

LPA acknowledges that such data may not be appropriate for use on an extension of the work covered by this agreement or on other projects. Any use of the data for any purpose other than that for which it was intended without the opportunity for Consultant to review the data and modify it if necessary for the intended purpose will be at the LPA's sole risk and without legal exposure or liability to Consultant.

SECTION 10. USE AND/OR RELEASE OF PRIVILEGED OR CONFIDENTIAL INFORMATION

Certain information provided by the LPA or the State to the Consultant is "Confidential Information" contained within "Privileged Documents" protected by 23 U.S.C. §409. "Confidential information" means any information that is protected from disclosure pursuant to state and federal law and includes, but is not limited to, accident summary information, certain accident reports, diagnostic evaluations, bridge inspection reports, and any other documentation or information that corresponds with said evaluations or reports, and any other information protected by 23 U.S.C. §409. "Privileged document" means any document pertaining to any file

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or project maintained by the LPA or the State that is privileged and protected from disclosure, pursuant to appropriate state and federal law, including any document containing attorney-client communications.. This confidential and privileged information is vital and essential to the Consultant in order that the Consultant adequately design the project at hand on behalf of the LPA.

The Consultant agrees it will only use any information or documentation that is considered to be privileged or confidential for the purposes of executing the services by which it has agreed to render for the LPA for the project at hand only. The Consultant agrees not to reveal, disseminate, or provide copies of any document that is confidential and privileged to any individual or entity. The LPA agrees that any information or documentation that is considered to be privileged or confidential that is provided to Consultant will be marked with the following information:

“CONFIDENTIAL INFORMATION: Federal Law, 23 U.S.C §409, prohibits the production of this document or its contents in discovery or its use in evidence in a State or Federal Court. The LPA has not waived any privilege it may assert as provided by that law through the dissemination of this document and has not authorized further distribution of this document or its contents to anyone other than the original recipient.”

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

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

SECTION 11. CONFLICT OF INTEREST

The Consultant shall review the conflict of interests provisions of 23 C.F.R. 1.33 and any other applicable provisions and agrees to fully comply with all the conflict of interest provisions in order to insure that the project remains fully eligible for state or federal funding. By signing this agreement, the Consultant certifies that it has no financial or other interests in this project or the outcome of this project. For further federal interpretation of these provisions, see “PE/CE Consultant Conflict of Interest Frequently Asked Questions” located on the State’s Local Federal Aid Projects’ Frequently Asked Questions webpage:

<http://www.transportation.nebraska.gov/gov-aff/faq.html>

SECTION 12. FORBIDDING USE OF OUTSIDE AGENTS

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. For breach or

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violation of this warranty, the LPA has the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

SECTION 13. NON-RAIDING CLAUSE

The Consultant shall not engage the services of any person or persons presently in the employ of the LPA for work covered by this agreement without the prior written consent of the employer of the persons.

SECTION 14. GENERAL COMPLIANCE WITH LAWS

The Consultant hereby agrees to comply with all federal, state, and local laws and ordinances applicable to the work.

SECTION 15. DISPUTES

Any dispute concerning a question of fact in connection with the work not disposed of by this agreement will be referred for determination to the LPA or a duly authorized representative, whose decision in the matter will be final and conclusive on the Parties to this agreement, using the process set out in section 4.4.3.5 of the Nebraska LPA Manual for Federal Aid Projects.

SECTION 16. RESPONSIBILITY FOR CLAIMS AND LIABILITY

To the fullest extent permitted by law the Consultant shall indemnify, defend, and hold harmless LPA, its elected officials, officers, employees, agents, consultants, and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from performance of this Agreement, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible or intangible property, including the work itself, but only to the extent caused by the negligent, wrongful, or intentional acts or omissions of the Consultant, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder. In the event the claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder, the indemnification by the Consultant shall be prorated based on the extent of the liability of the party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce obligations of indemnity which would otherwise exist as to a party or person described in this Section. Nothing herein shall be construed to be a waiver of sovereign immunity by LPA. In this connection, the Consultant shall for the life of this agreement, carry insurance as outlined in Exhibit "B" and attached hereto, and hereby made a part of this agreement. In any contract Consultant has with a Subconsultant, Consultant shall require that the insurance requirements outlined in Exhibit "B" must be met by the Subconsultant.

SECTION 17. PROFESSIONAL REGISTRATION

The Consultant shall affix the seal of a registered professional engineer or architect licensed to practice in the State of Nebraska, on all plans, documents, and specifications prepared under this agreement as required by the Nebraska Engineers and Architects Regulations Act, Neb.Rev.Stat §81-3401 et. seq.

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SECTION 18. SUCCESSORS AND ASSIGNS

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

SECTION 19. DRUG-FREE WORKPLACE POLICY

The Consultant shall have an acceptable and current drug-free workplace policy on file with the LPA.

SECTION 20. FAIR EMPLOYMENT PRACTICES ACT

The Consultant agrees to abide by the Nebraska Fair Employment Practices Act, as provided by Neb.Rev.Stat. 48-1101 through 48-1126, which is hereby made a part of and included in this agreement by reference.

SECTION 21. DISABILITIES ACT

The Consultant agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-366), as implemented by 28 CFR 35, which is hereby made a part of and included in this agreement by reference.

SECTION 22. DISADVANTAGED BUSINESS ENTERPRISES

The Consultant shall ensure that disadvantaged business enterprises, as defined in 49 CFR 26, have the maximum opportunity to compete for and participate in the performance of subagreements financed in whole or in part with federal funds under this agreement. Consequently, the disadvantaged business requirements of 49 CFR 26 are hereby made a part of and included in this agreement by reference.

The Consultant shall not discriminate on the basis of race, color, sex, or national origin in the award and performance of FHWA-assisted contracts. Failure of the Consultant to carry out the requirements set forth above will constitute a breach of this agreement and, after the notification of the FHWA, may result in termination of this agreement by the LPA or such remedy as the LPA deems appropriate.

SECTION 23. TITLE VI, NONDISCRIMINATION

- A. **Compliance with Regulations:** During the performance of this agreement, the Consultant, for itself and its assignees and successors in interest, agrees to comply with the regulations of the DOT relative to nondiscrimination in federally-assisted programs of the DOT (49 CFR 21 and 27, hereinafter referred to as the Regulations), which are hereby made a part of and included in this agreement by reference.
- B. **Nondiscrimination:** The Consultant, with regard to the work performed by it after award and prior to completion of this agreement, shall not discriminate on the basis of race, color, sex, or national origin in the selection and retention of Subconsultants, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5, including employment practices when the agreement covers a program set forth in Appendixes A, B, and C of 49 CFR 21.
- C. **Solicitations for Subagreements, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subagreement, including procurements of materials or equipment, each potential Subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this

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agreement and the Regulations relative to nondiscrimination on the basis of race, color, sex, or national origin.

- D. Information and Reports: The Consultant shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the LPA, State or FHWA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall certify to the LPA, State or FHWA, as appropriate, and set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this agreement, the State will impose such agreement sanctions as it or the State and FHWA may determine to be appropriate, including but not limited to withholding of payments to the Consultant under this agreement until the Consultant complies, and/or cancellation, termination, or suspension of this agreement, in whole or in part.
- F. Incorporation of Provisions: The Consultant shall include the provisions of paragraphs A through E of this section in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The Consultant shall take such action with respect to any subagreement or procurement as the LPA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event a Consultant becomes involved in or is threatened with litigation with a Subconsultant/Subcontractor as a result of such direction, the Consultant may request that the LPA enter into such litigation to protect the interests of the LPA and, in addition, the Consultant may request that the LPA and United States enter into such litigation to protect the interests of the LPA and United States.

SECTION 24. SUBLETTING, ASSIGNMENT, OR TRANSFER

The Subconsultant/Subcontractor will provide preliminary design and survey.

Any other subletting, assignment, or transfer of any professional services to be performed by the Consultant is hereby prohibited unless prior written consent of the LPA is obtained. Any assignment without LPA's written consent shall be absolutely void.

The Consultant shall enter into an agreement with its Subconsultants/Subcontractors for work covered under this agreement. All Subconsultant/Subcontractor agreements for work covered under this agreement must contain similar provisions to those in this agreement. No right-of-action against the LPA will accrue to any Subconsultant/Subcontractor by reason of this agreement.

As outlined in the DISABILITIES ACT Section of this agreement, the Consultant shall take all necessary and reasonable steps to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform subagreements. Any written request to sublet

Task Order Agreement No.	BK1847
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any other work must include documentation of efforts to employ a disadvantaged business enterprise.

SECTION 25. INDEPENDENT CONTRACTOR

It is the express intent of the parties that this Agreement shall not create an employer-employee relationship. Employees of the Consultant shall not be deemed to be employees of LPA, and employees of LPA shall not be deemed to be employees of the Consultant. The Consultant and LPA shall be responsible to their respective employees for all salary and benefits. Neither the Consultant's employees nor the LPA's employees shall be entitled to any salary or wages from the other party or to any benefits made to their employees, including, but not limited to, overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Each party shall also be responsible for maintaining workers' compensation insurance, unemployment insurance and any applicable railroad insurance coverage for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

SECTION 26. FAILURE TO ENFORCE

LPA'S failure or neglect to enforce any of its rights under this Agreement will not be deemed to be a waiver of LPA'S rights.

SECTION 27. REMAINDER

If any part of this Agreement is held invalid, the remainder hereof shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

SECTION 28. LPA CERTIFICATION

By signing this agreement, I, do hereby certify that, to the best of my knowledge, the Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this agreement to:

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

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

SECTION 29. ALL ENCOMPASSED

This instrument embodies the whole agreement of the Parties. There are no promises, terms, conditions, or obligations other than contained herein, and this agreement supersedes all previous communications, representations, or other agreements or contracts, either oral or written hereto.

Task Order Agreement No.	BK1847
Master Agreement No.	BK1740
Effective (NTP) Date	
Task Order Amount	C+FF \$555,600.00

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

EXECUTED by the Consultant this 20th day of November, 2018.

FELSBURG HOLT & ULLEVIG

Kyle A. Anderson

Kyle A. Anderson

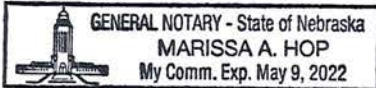
Executive Vice President

STATE OF NEBRASKA)

)ss.

LANCASTER COUNTY)

Subscribed and sworn to before me this 20th day of November, 2018.



Marissa A. Hop

Notary Public

EXECUTED by the Lancaster County this _____ day of _____, 2018.

LANCASTER COUNTY

Todd Wiltgen

Chair, Board of Commissioners

Subscribed and sworn to before me this _____ day of _____, 2018.

Clerk

EXHIBIT "A"

Scope of Services
Saltillo Road – S. 27th Street to S. 68th Street
Project No. HSIP-5280(2)
CN: 13391
Engineering Design Services

PROJECT DESCRIPTION

The scope of services for this project involves engineering design services required to produce final construction plans and specifications for the following:

This project is 2.75 miles in length and is located on Saltillo Road in Lancaster County, starting at the intersection with South 27th Street and extending east to the intersection with South 68th Street. Construction may begin and/or end approximately 500 feet ahead of or beyond the actual project limits to accommodate transitioning the pavement.

The improvements on this project consist of milling and resurfacing the roadway, widening and surfacing the shoulders, intersection improvements at 40th Street and 54th Street to include roundabouts, culvert extensions and guardrail replacement.

The project will include the following: environmental coordination, minor survey, right-of-way survey, additional safety analysis, roadway design, drainage design, right-of-way design plans, utility coordination and opinion of probable cost. NEPA/environmental analysis will be conducted under a separate contract.

TASKS AND TASK ASSIGNMENTS

Projects located in the jurisdictional area of Lancaster County will be managed by a Responsible Charge (RC) who is an employee of the respective Local Public Agency.

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

- a. Environmental Documents (NEPA Consultant) and coordination (Design Consultant)
- b. Project Management and Quality Control
- c. Preliminary Field Survey (Survey provided by NDOT for South Beltway)
- d. Roadway Design (including Right-of-Way Design)
- e. Safety analysis to determine applicable treatments.
- f. Hydrology and Hydraulic Design.
- g. National Pollutant Discharge Elimination System/ and the Storm water Pollution Prevention Plan/SWPPP will be prepared by (TBD). 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.

- h. PS&E Submittals
- i. Project Meetings (Kick off meeting, Progress, Plan in Hand (PIH) meeting and Utility meeting)
- j. Public Involvement
- k. 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 2011 (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) Uniform Relocation Assistance and Real Property Acquisition Act (the Uniform Act)
- 14) The NDOT Right-of-Way Manual.
- 15) Evidencing Nebraska Land Titles (Nebraska Land Title Association)
- 16) So you Want Access to the Highway (March 2008)

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. Consultant 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.

Format of Project Plans

1. The Consultant shall prepare plan and profile plan sheets on a scale of 1" = 100' 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 on 11" x 17" paper.
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 Consultants 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 DGN format. 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/County 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:

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

- 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:** NDOT will develop the Project Description and Purpose and Need statements for the project (NDOT Form 530). The Consultant shall notify the NDOT and the NEPA Consultant when updates or corrections are needed.
- 3. Project Schedule.** The Consultant shall prepare and maintain a project schedule using Microsoft Project depicting the Design and NEPA process. This schedule will be updated on a monthly basis.
- 4. Quality Assurance/Quality Control.** The Consultant will perform QA/QC checks at various stages of the project including prior to any official submittal. The Consultant will provide a copy of their QA/QC plan to the RC at the start of the project. The Consultant will submit in writing that this plan has been used during the project at each submittal with the name of the person responsible for performing the QA/QC the review.

MEETINGS

1. **Owner Meetings.** Consultant will meet with County/City Representatives, kick off meeting. Monthly status update meetings (Conference calls with quarterly face to face) review PIH, LOC and Final plans meeting(s). for a total of 3 plan review meetings.
2. **Plan-In-Hand Meeting/Report.** The Consultant will schedule and attend a plan-in-hand meeting to review the thirty (30) percent roadway design plans. Consultant to prepare plan-in-hand report. (On-site meeting)
3. **LPA/NDOT Coordination Meetings** the Consultant will meet with the LPA and NDOT to discuss the status of plan development and coordinate design activities. The consultant should anticipate 4 meetings. The Consultant will be responsible for distributing meeting invitations, coordinating meeting locations, and preparing meeting minutes.
4. **Meetings with Utilities.** 2 utility review meetings will be scheduled. Effort is also included for coordination via the phone and up to 3 total one-on-one meetings with affected utilities.
5. **Public Involvement Planning Meetings** The Consultant will meet with the LPA to develop public involvement strategies. The consultant should anticipate 1 meeting. The Consultant will be responsible for distributing meeting invitations, coordinating meeting locations, and preparing meeting minutes.
6. **Key Stakeholder Outreach** The Consultant and LPA staff will identify key project stakeholders for participation in focus group meetings prior to the public meetings. The consultant should anticipate 1 meeting. The Consultant shall be responsible for distributing meeting invitations, coordinating meeting locations, facilitating, and preparing meeting minutes.
7. **City Council/County Board** At the request of the RC/PL, the Consultant will attend 0 pre-council/board meetings and 0 council/board meetings to report on project progress and answer council/board member questions.
8. **Open Houses** The Consultant will schedule, arrange, and facilitate 1 public open houses to be held in conjunction with the functional design plan submittal.
9. **One-on-One, Small Group Meetings** The Consultant will meet with individuals who are significantly affected by the project, 0 meetings. These meetings will be conducted prior to public open house meetings.

Survey

- 1) **Preliminary Field Survey.** A topographic survey will be provided by NDOT for the project corridor. This survey covers Saltillo Road from S. 27th Street to S. 38th Street and the intersections of Saltillo Road and S. 54th Street and S. 68th Street. The Consultant will complete additional topographic survey to complete the gaps between S. 38th Street and S. 54th Street and between S. 54th Street and S. 68th Street. The total additional survey length will be approximately 9,000 feet (1.7 miles). Consultant will be responsible for required conversions so NDOT provided survey can be utilized with the Consultant provided survey. The NDOT 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. Consultant will perform additional survey as needed and approved by LPA.
- 2) **Digital Terrain Model.** A Digital Terrain Model (DTM) will be created using combined information from the NDOT provided survey and the Consultant survey. The DTM will be used 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 combined NDOT provided topographic survey data with the Consultant topographic survey.
- 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) **Negotiations Staking the Right of Way.** During the negotiations, the Consultant will stake new and existing right of way, assume 20 of the 50 tracts will be staked.

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

- Existing ROW
- Existing Control of Access.
- Existing Control of Access Breaks.
- Existing Permanent Easements (except utility easements are generally not staked).
- New ROW
- New Permanent Easements
- New Temporary Easements.
- New Control of Access Breaks

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

- The ends of each line.
- Their intersection with a property line.
- Their intersection with lot lines, section, quarter section line, etc.
- Any deflection points within the line (turn points).
- 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.
- Any critical points along a line such as the portion coming close to a significant feature such as a structure, centerpivot, well, etc.

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.

- A color identification (surveyors tape and/or paint) unique to the type of line. Generally Orange for ROW and Yellow - Green for easements.
- The line designation (ROW, PE, TE, CA, etc.)
- The distance to Centerline.
- The Station

See NDOT's Construction Manual for additional ROW staking information

Preliminary Roadway and ROW Design (PIH/30%)

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, those 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, 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 both NDOT and FHWA is needed before the item may be incorporated in the project.

- 1) **Complete Form DR-76.** Roadway Design – Principal Controlling Design Criteria. After Form DR-76 has been completed send a copy to Local Projects Section (LPS) of NDOT with a request any design exceptions or relaxations that may be needed.
- 2) **Data Collection and Review.** For gathering, reviewing and organizing data for the project. Determining design criteria will also be included with this task.
- 3) **Roadway Horizontal Alignment.** This task includes the design and drafting of the horizontal alignment(s). Task includes creation of the Control Point/PI/Curve Data 2-H sheet(s); the Consultant will create 2-H Horizontal Alignment and Orientation on any design alignments. A significant part of this task will include designing the horizontal alignments for the 40th Street and 54th Street roundabouts.
- 4) **Roadway Vertical Alignment.** This task includes the design and drafting of the vertical alignment(s) and/or adjustment of vertical alignment(s).
- 5) **Template Roadway Cross Sections.** Develop the design templates necessary to template the cross sections, including design of special ditches. A significant part of this task will include designing the templates necessary for the 40th Street and 54th Street roundabouts. Because roundabouts are not uniform widths and shapes, the effort to model these takes more effort than a traditional roadway.
- 6) **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.

- 7) **Earthwork.** Determine earthwork balance factor. Process the earthwork for each alignment, including any extra earthwork due to large driveways, guardrail and any other cause for earthwork. Calculate earthwork quantities and produce earthwork summary and plan notes.
- 8) **Roadway Geometric Design.** This task includes the geometric design of all Roadway alignments, intersections, driveways, etc. which includes setting up all the geometric sheets for the project and labeling. A significant effort under this task will included the geometric design of the roundabouts at the 40th Street and 54th Street intersections.
- 9) **Roundabout Design Memo.** This task includes preparing a design memo for the roundabouts at 40th Street and 54th Street. The memo will document the key design elements including Inscribed Circle Diameter, Entry Width, Circulatory Roadway Width and Truck Aprons, Fastest Path Analysis, Sight Distance, and Design Vehicle.
- 10) **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. New culverts will be designed to Q₅₀. 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
- 11) **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.
- 12) **Utility Coordination/Verification.** The Consultant will draft utilities on the plans that were not included in the preliminary plotting and for limited coordination with the utilities, to verify the location and type of utility. In addition, the Consultant will coordinate and schedule a Utilities meeting to identify and work through potential conflicts identified in the preliminary 30% Plan-In-Hand plans and prepare NDOT Standard Utility contracts and pole tab sheets. (LPA is responsible to coordinate utility agreement negotiations with utilities).
- 12) **Construction Phasing/Detour Route/Temporary Roads.** The Consultant shall develop traffic phasing concepts 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 plan-in-hand submittal. The NDOT District Office will place and maintain traffic control needed for the detour.

- 13) **Erosion Control.** This task includes effort required to design and draft erosion control measures for the project. The consultant will submit the erosion control plans to the LPS of NDOT for review and concurrence by NDOT Roadside Stabilization Unit.
- 14) **Quantities/Estimates.** Develop and tabulate all of the preliminary quantities. Computation sheets will be submitted with all Quantities to the RC and or the LPS of NDOT for all submittals; including Pre/Post Plan-in-Hand and Final Plans, using NDOT standard bid items, NDOT Project Information sheet (DR Form 342), and NDOT quantities forms (DR Form 343 and DR Form 355). In additions 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. If there is railroad involvement and it is determined that a theoretical opinion of probable cost is needed, this task will be added as a supplement.
- 15) **Typical Sections.** This includes design and drafting the typical cross sections and other details as needed for the project.
- 16) **2W/2A Sheets.** This task includes developing the aerial plan sheets from existing GIS information. This task will include effort to illustrate wetlands, restricted areas, channels, alignments, impacted areas, reference files, and other wetland features. Sheet based on GIS information provided by NDOT.
- 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.
- ~~18) **Floodplain Permitting Identification.** This task includes the following:
Determine if the project will have construction occurring in a floodplain, whether crossing or parallel. The Consultant determines if the project crosses or occurs within a mapped floodplain, or in the case of parallel floodplains determines and quantifies the highway embankment work that will encroach into the area mapped as a floodplain.~~
- ~~19) **Floodplain Permit** if a Floodplain Permit is required, the Design Consultant will prepare a Floodplain Certification Package. The package is to include a memo describing the project and its impacts on the floodplain, a location map showing the boundary of the project, FIRMette maps with floodplains and structures identified and a certification form signed, sealed and dated by a professional engineer certifying compliance with floodplain and floodway regulations. A FIRMette is a legal to scale copy of a portion of a~~

~~Flood Insurance Rate Map (FIRM). FIRMette can be printed in either letter legal or ledger size paper and found at the following website, <http://msc.fema.gov>. The LPA with assistance from the Consultant is to apply for the permit.~~

20) **Plan-in-Hand Meeting/Report.** Schedule and attend a plan-in-hand meeting with the key stakeholders to review the thirty (30) percent roadway design plans. 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.

21) **Working Day Calculations.** Working Days for construction activities will be calculated at the (30) percent plan stage and incorporated into the draft PIH report and updated at the (90) percent plan stage.

Deliverables

- a) Meeting Minutes for all meetings to be summarized and delivered/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, DR 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) Two half-size set Plan-in-Hand Plans and corresponding electronic files
 - v) Project Information Sheet, DR Form 342
 - vi) Project Quantity Sheet, DR Form 343E
 - vii) Draft Plan-in-Hand Report (pdf format and paper copy)
 - viii) Plan-in-Hand plans with comments consolidated on one set
 - ix) Roundabout Design Memo
- d) Final Plan-in-Hand Report (pdf format and paper copy)
- 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

Below is a list of plans to be included, but not limited to, in the Plan-In-Hand plan set and the order the plans are to be arranged in the plan set:

- a) Title Sheet (A#)
- b) Typical Section Sheet (B#)
- c) 2A – Aerial Sheet (E#)
- d) Centerline Control (F#)
- e) 2P – Preliminary Phasing (H#)
- f) 2L – Construction / Geometrics (J#)

- g) 2L – Removal Plans (J#)
- h) 2L – Storm Sewer/Culvert (J#)
- i) P & P sheets (L#)
- j) Special Plans – Wall P&P Sheets, etc. (S#)
- k) Cross Sections (X#)
- l) Right-of-Way Ownership Plans (W#)

Functional Plans (60%)

- 1) **Functional plans** incorporate review comments needing revisions identified during the plan in hand and serves as a mid-point check of the design (60% complete).

- 2) **Quantity estimates** the Consultant shall prepare quantity estimates, (DR-342, 343E) for all construction and removal items on the plans and submit them to the RC. After the review of the functional plans, the LPD Project Coordinator and approval of the environmental documentation by NDOT and FHWA the Project Coordinator will issue a notice to proceed with final design.

- 3) **Sixty percent plan submittal** the following plans with the limits of construction are to be submitted to the LPD Project Coordinator at the completion of the functional design. Below is the order the plans are to be arranged in the plan set.

One half-size set. Plans sets shall have the following applicable sheets:

- a. Preliminary Title Sheet (by Consultant) (A#)
- b. Title Sheet (Prepared by NDOT PS&E) (A#)
- c. Typical Cross-Section Sheets (B#)
- d. Summary of Quantities Sheet (Prepared by NDOT PS&E)
- e. Summary Of Soil and Materials Information (D#)
- f. Wetland Sheets (E#)
- g. Aerial Photo Sheets (E#)
- h. Horizontal/Vertical Control Sheets (F#)
- i. General Notes Sheet (G#)
- j. Construction Phasing Plans (H#)
- k. Geometric Sheets (J#)
- l. Joints and Grades Sheets (J#)
- m. Storm Drainage Plan and Profile Sheets (J#)
- n. Construction Sheets (J#)
- o. Removal Sheets (J#)
- p. Sediment and Erosion Control Sheets (J#)
- q. Roadway Plan and Profile Sheets (L#)
- r. Traffic Control Sheets (M#)
- s. Pavement Marking & Signing Sheets (M#)
- t. Lighting Plan Sheets (N#)
- u. Landscaping Plan Sheets (O#)
- v. Earthwork Data Sheets (P#)
- w. Culvert/Channel Cross-Section Sheets (Q#)
- x. Bridge (R#)
- y. Detail Sheets (R#)
- z. Retaining Wall Plan and Profile Sheets (T#)
- aa. Retaining Wall Details (T#)
- bb. Wastewater Plan and Profile Sheets (U#)
- cc. Water Main Plan and Profile Sheets (V#)

- dd. Traffic Signal Plan Sheets (M#)
- ee. Right of Way Title Sheet (W#)
- ff. Right of Way Summary Sheet (W#)
- gg. Right-of-Way Plans (W#)
- hh. Roadway Cross-Section Sheets (X#)

Upon completion of the LPD Project Coordinator's review and the ROW Division's Project Coordinator's review of the ROW plans. The LPD Project Coordinator will issue notice to proceed with development of the draft PS&E package.

Draft PS&E Submittal (90%) plan review

Overview, upon receipt of the 90% 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 60% review.
- 2) **Opinion of probable construction cost** the consultant is to prepare an updated opinion of probable cost the consultant shall prepare an updated total estimate of quantities and opinion of probable cost (DR-342, and 343E) for all construction and removal items on the plans.
- 3) **ROW Cost Estimate**, If the LPA in MAPA or LCLC elects to outsource preparation of the ROW Cost Estimate they may do so provided ROW Cost Estimate is prepared by a real estate professional knowledgeable of land values in the area of the project. The ROW Cost estimate is to be submitted with the draft PS&E (90%) plan review.
- 4) **Environmental Re-evaluation**, the environmental consultant is to re-evaluate the project to determine whether the scope of the project and environmental documentation remains valid under current policies and regulations. The design consultant is to submit project updates to the environmental consultant and coordinate with NDOT Environmental and the LPA project coordinator to complete a "Re-evaluation Approval Request" for approval by NDOT Environmental. Coordination could involve providing updated plan sheets, project commitment language, or other data necessary to document the project details for the Re-evaluation.
- 5) **Draft PS&E package submittal** the Consultant shall submit a draft PS&E package, to the Project Liaison and NDOT LPA Project Coordinator for final review. The package will include the plan set, special provisions, and total project quantities. The 90% submittal shall include the following. Below is the order the plans are to be arranged in the plan set:

One half-size set. Plans sets shall have the following applicable sheets

- a. Preliminary Title Sheet (by Consultant) (A#)
- b. Title Sheet (Prepared by NDOT PS&E) (A#)
- c. Typical Cross-Section Sheets (B#)
- d. Summary of Quantities Sheet (Prepared by NDOT PS&E) (C#)
- e. Summary Of Soil and Materials Information (D#)
- f. Wetland Sheets (E#)
- g. Aerial Photo Sheets (E#)
- h. Horizontal/Vertical Control Sheets (F#)
- i. General Notes Sheet (G#)

- j. Construction Phasing Plans (H#)
 - k. Geometric Sheets (J#)
 - l. Joints and Grades Sheets (J#)
 - m. Storm Drainage Plan and Profile Sheets (J#)
 - n. Construction Sheets (J#)
 - o. Removal Sheets (J#)
 - p. Sediment and Erosion Control Sheets (J#)
 - q. Roadway Plan and Profile Sheets (L#)
 - r. Traffic Control Sheets (M#)
 - s. Pavement Marking & Signing Sheets (M#)
 - t. Lighting Plan Sheets (N#)
 - u. Landscaping Plan Sheets (O#)
 - v. Earthwork Data Sheets (P#)
 - w. Culvert/Channel Cross-Section Sheets (Q#)
 - x. Bridge (R#)
 - y. Detail Sheets (S#)
 - z. Retaining Wall Plan and Profile Sheets (T#)
 - aa. Retaining Wall Details (T#)
 - bb. Wastewater Plan and Profile Sheets (U#)
 - cc. Water Main Plan and Profile Sheets (V#)
 - dd. Traffic Signal Plan Sheets (M#)
 - ee. Right of Way Title Sheet (W#)
 - ff. Right of Way Summary Sheet (W#)
 - gg. Right-of-Way Plans (W#)
 - hh. Roadway Cross-Section Sheets (X#)
1. Project Information Sheet, DR Form 342
 2. Project Quantity Sheet, DR Form 343E
 3. Summary of Quantity Sheets, DR Form 355
 4. Guardrail Summary, DR Form 195
 5. Summary of Quantities and Locations of Surfaced Driveways/Intersections
 6. Table of Drainage Summary Items, "Horse blankets"
 7. Length Sheet, DR Form 415
 8. PS&E Required Sheet, DR Form 263
 9. Grading Item Summary, DR Form 64E
 10. Special provisions
 11. Standard Plan listing
 12. Special Plan listing
 13. Opinion of Probable Construction Cost
 14. Certification of Compliance, BR Form 366
 15. Floodplain Certification and Permit (If applicable)
 16. Construction and working day estimates
 17. Railroad insurance If applicable for insurance purposes, the consultant will calculate the percentage of work being performed within railroad right of way is within 50 feet of any railroad track will need to be estimated by the Consultant. The Consultant shall also estimate work being performed outside the 50 feet line

but within the railroad right of way. Work within the 50-foot line will require the construction contractor to carry railroad protective insurance and the work outside the 50-foot line but within railroad right of way will require the Contractor to carry regular Contractor's Public Liability and Property Damage Insurance.

The 90% plans represent the final design of the project. The notice to proceed with preparing the ROW cost estimate is to be issued by the RC/PC upon review and approval of the ROW Design by the ROW Project Coordinator. **The only revisions to the 90% plans would be modifications resulting from right of way negotiations, design modifications due to unknown utility conflicts or revisions requested by an affected railroad.**

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 NDOT Project Coordinator for the final PS&E review. The completed PS&E plans to be submitted by the Consultant shall include the following:
 - a. Electronic Plan Data for the Contractor:
 - b. 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.
 - c. 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.

- 3) **Electronic CADD files** after PS&E corrections, the Consultant shall upload all electronic CADD files and a DVD. 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) **Temporary erosion control** after PS&E corrections are complete, the Consultant shall produce temporary erosion control worksheets and submit them in electronic form and as half-sized plan sheets, along with the signed and dated plans. The temporary erosion control sheets must include the following items:

- a. Topography
 - b. New Design (does not include temporary erosion control design)
 - c. New Drainage
 - d. Wetlands and Legend
 - e. Ditches with slopes and arrows
 - f. Limits of Construction lines
 - g. Restricted Areas
 - h. Contours (Attach the contour file with a "c1" logical name) (Only show contours if there are design contours. This would occur on reconstruction projects, not overlays)
 - i. ROW. (If possible) (legend cell: tempeclegend – change the legend to match the ROW lines used on your project)
- 5) **Printing** this includes effort to print and resubmit any sheets that change based on PS&E comments (not to include errors or omissions).
- 6) **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.
- 7) **Review of NEPA documents and commitments after ROW Acquisition.** Modifications to the final design may have been made during the acquisition of the right of way needed to construct this project. The Project Sponsor or NEPA Consultant, on the Project Sponsor's behalf, will perform a re-evaluation of the environmental commitments affected by these plan modifications.
- 8) **QA/QC** This includes an internal review by the consultant of any sheets resubmitted to NDOT.
- 9) **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

1. Revised Waterway Permit Data Sheet, DR Form 290
- ~~2. Floodplain Certification Package~~
3. Concrete Box Culvert Request Sheet, DR Form 67
4. Opinion of Probable Construction Cost
5. Two half-size set and one full-size set of Final Plans and corresponding electronic files (stamped and signed and preliminary stamp removed). Plans sets shall have

the following applicable sheets. Below is the order the plans are to be arranged in the plan set.

- a. Preliminary Title Sheet (by Consultant) (A#)
- b. Title Sheet (Prepared by NDOT PS&E) (A#)
- c. Typical Cross-Section Sheets (B#)
- d. Summary of Quantities Sheet (Prepared by NDOT PS&E) (C#)
- e. Summary Of Soil and Materials Information (D#)
- f. Wetland Sheets (E#)
- g. Aerial Photo Sheets (E#)
- h. Horizontal/Vertical Control Sheets (F#)
- i. General Notes Sheet (G#)
- j. Construction Phasing Plans (H#)
- k. Geometric Sheets (J#)
- l. Joints and Grades Sheets (J#)
- m. Storm Drainage Plan and Profile Sheets (J#)
- n. Construction Sheets (J#)
- o. Removal Sheets (J#)
- p. Sediment and Erosion Control Sheets (J#)
- q. Roadway Plan and Profile Sheets (Start with sheet 3) (L#)
- r. Traffic Control Sheets (M#)
- s. Pavement Marking & Signing Sheets (M#)
- t. Lighting Plan Sheets (N#)
- u. Landscaping Plan Sheets (O#)
- v. Earthwork Data Sheets (P#)
- w. Culvert/Channel Cross-Section Sheets (Q#)
- x. Bridge (R#)
- y. Detail Sheets (S#)
- z. Retaining Wall Plan and Profile Sheets (T#)
- aa. Retaining Wall Details (T#)
- bb. Wastewater Plan and Profile Sheets (U#)
- cc. Water Main Plan and Profile Sheets (V#)
- dd. Traffic Signal Plan Sheets (M#)
- ee. Right of Way Title Sheet (W#)
- ff. Right of Way Summary Sheet (W#)
- gg. Right-of-Way Plans (W#)
- hh. Roadway Cross-Section Sheets (X#)
6. Project Information Sheet, DR Form 342
7. Project Quantity Sheet, DR Form 343E
8. Summary of Quantity Sheets, DR Form 355
9. Guardrail Summary, DR Form 195
10. Summary of Quantities and Locations of Surfaced Driveways/Intersections
11. Table of Drainage Summary Items, "Horse blankets"
12. Length Sheet, DR Form 415
13. PS&E Required Sheet, DR Form 263

14. Grading Item Summary, DR Form 64E
15. Special provisions
16. Standard Plan listing
17. Special Plan listing
18. Opinion of Probable Construction Cost
19. Certification of Compliance, BR Form 366
20. Floodplain Certification and Permit (If applicable)
21. Construction and working day estimates
22. Railroad insurance If applicable for insurance purposes, the consultant will calculate the percentage of work being performed within railroad right of way is within 50 feet of any railroad track will need to be estimated by the Consultant. The Consultant shall also estimate work being performed outside the 50 feet line but within the railroad right of way. Work within the 50-foot line will require the construction contractor to carry railroad protective insurance and the work outside the 50-foot line but within railroad right of way will require the Contractor to carry regular Contractor's Public Liability and Property Damage Insurance

UTILITIES

- 1) **Assistance** this includes effort to assist the LPA with engaging the existing utility owners.
- 2) **Utility Location/Verification.** the Consultant will review the utility locations shown on the plans, and verify these locations during field inspections. After the survey is complete, plans will be printed and distributed to the Utility Companies for verification of ownership, type, size, location, and cased or uncased.

The Consultant will request that the Utility Companies return to the Consultant marked up plans with utility verification. The Consultant will incorporate the information into the topography. All utilities identified in the topographic survey and verified by the individual utility will be incorporated into the plans.

Identification and verification by the Utility Companies of major utility conflicts such as fiber optic lines, gas pipelines, crude oil pipelines, high-pressure waterlines, transmission lines, etc., will be accomplished at the earliest possible time. The Consultant and the RC will discuss major conflicts and attempt to avoid them. If avoidance is not possible, the Consultant will then request the Utility Company to verify the conflict and provide a preliminary estimate of reimbursable costs associated with the utility relocation.

- 3) **Utility Plan Submittals** With each plan, submittal to the LPA the Consultant will distribute plans to public and private utilities within the project limits for review and comment.
- 4) **Utility Permits** the consultant will assist the LPA in permitting private utilities

RIGHT-OF-WAY DESIGN

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 2D MicroStation V8 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 50 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.
- 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. 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 County in readable electronic form. Supporting documents shall be submitted in pdf, jpeg or tiff format.
- 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 30 percent 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 a permit for an 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 LPD PC/RC will coordinate with the Right of Way Division for issuance of the permit.~~

ROW Deliverables at the 60% 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 60% Design 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 the NDOT is acquiring the 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).

Right of Way Cost Estimates will be prepared by the LPA on projects located in the jurisdictional area of the Metropolitan Area Planning Agency, Omaha (MAPA) and of Lincoln City Lancaster County (LCLC).

If an LPA in MAPA or LCLC elects to outsource preparation of the ROW Cost Estimate they may do so provided 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:

- ~~1) ROW Cost Estimates~~ are to be prepared by a real estate professional knowledgeable of land values in the area of the subject property and have adequate experience to enable them to determine the effects of the acquisition. The ROW Cost Estimate is an estimate of the Federal Funds to be obligated for the right of way phase of the project. The federal obligation may be revised to reflect the appraised tract costs of the needed ROW. Upon the completion of the acquisitions of the ROW, the federal obligation may be revised.

~~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 estimate provides the LPA and their ROW Consultant with a tract by tract valuation, which assists them in determining the type of valuation forms that will need to be prepared.

Upon completion of the review and approval of the ROW plans, the NDOT PC will issue the notice to proceed with preparing the ROW Cost estimate.

The ROW Consultant is to prepare a Right of Way Cost Estimate; 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 Estimate is needed for 50 tracks.~~

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

Traffic Engineering Services

Safety Countermeasure and Operational Improvement Review and Analysis

The Consultant will review the *Saltillo Road Operations Study* and the *Saltillo Road Safety Study*. The review will include the evaluation of different traffic control types at intersections and roadside safety treatments and recommendation of appropriate countermeasures and improvements for incorporation into the design. Information from these documents will be utilized to complete the alternatives evaluation for the NEPA document.

The Consultant will conduct a traffic analysis for the Alternatives Analysis for the study corridor for both 2016 existing conditions and 2040 future conditions (assuming construction of the Lincoln South Beltway and build-out of adjacent proposed developments) for the morning and evening peak hours.

Alternatives Refinement and Evaluation

The previous studies identified and compared roadway and intersection alternatives. This task covers the alternative refinement and evaluation along the corridor to complete the conceptual and preliminary design. The preliminary design will be completed with enough detail to support completion of the NEPA document.

1) Alternative Refinement – Intersection Configuration

The Consultant will develop up to 4 alternatives for each of the intersections of Saltillo Road with S. 38th Street, S. 40th Street, S. 54th Street, and S. 56th Street. The intersection of S. 27th Street and S. 68th Street will not be evaluated as an evaluation was completed as part of the South Beltway project. The alternatives will stay within defined project study area and will be conceptual in nature providing enough information to adequately evaluate the alternatives. The alternatives to be evaluated are:

Alternatives to Evaluate (Intersections)

- No-Build (existing intersection configuration)
- Turn-lane Improvements with Stop Control
- Turn-lane Improvements with Signalization
- Roundabouts

2) Alternative Development – Typical Section

The Consultant will develop up to 4 alternative refinement concepts for the Saltillo Road cross-section, analyzing different typical sections. The alternatives will stay within the defined project study area and will be conceptual in nature providing enough information to adequately evaluate the alternatives. The alternatives to be evaluated are:

Alternatives to Evaluate (Intersections)

- No-Build (existing cross-section)
- Two-lane with Paved Shoulders
- Three-lane with Paved Shoulders
- Four-lane with Paved Shoulders

3) **Alternative Screening and Refinement**

The Consultant will develop a matrix of critical factors to screen the refined alternatives.

The alternatives will be designed with enough information to adequately evaluate the alternatives and select a preferred alternative.

Environmental 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 final design. Prior to the initial request for obligation of Right of Way funds the Project Sponsor or NEPA Consultant, on the Project Sponsor's behalf, will perform a re-evaluation of the proposed design.
- 2) **NEPA exhibits.** The Design Consultant will provide the NDOT with exhibits as needed for the development of Public Involvement (See next section).
- 3) **Preliminary Waterway Permit Data Sheet.** The Design Consultant will complete form DR-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 2-W Sheet.
- 5) **Permits.** The Design Consultant shall prepare and submit on behalf of the LPA the following permits, certifications, and forms. The Consultant shall copy the RC (NDOT) on all applications submitted.
 - a) **Floodplain Permit (Design Consultant)** If a Floodplain Permit is required the Design Consultant will prepare a Floodplain Certification Package. The package is to include a memo describing the project and its impacts on the floodplain, a location map showing the boundary of the project, FIRMette maps with floodplains and structures identified and a certification form signed, sealed and dated by a professional engineer certifying compliance with floodplain and floodway regulations. A FIRMette is a legal to scale copy of a portion of a Flood Insurance Rate Map (FIRM). FIRMette can be printed in either letter legal or ledger size paper and found at the following website, <http://msc.fema.gov>. The LPA with assistance from the Consultant is to apply for the permit.
 - b) **Army Corps of Engineers 404 permit (NEPA Consultant)**
 - c) **National Pollution Discharge Elimination System, Storm-water Pollution Prevention Plan & Notice of Intent (NPDES, SWPPP & NOI) (NDOT)**
 - d) **Activity Checklists (NEPA Consultant)**
 - e) **NEPA Coordination (Green Sheets)** The Project Sponsor or consultant, on the Project Sponsor's behalf, will submit the Green Sheet to the NDOT NEPA Specialist and Local Projects Section for review. The Green Sheet must be submitted in a word document format with the attachments in a PDF format. And developed using guidance from Chapter 12 of the NDOT LPA Green

Sheet Guidance document (<http://dot.nebraska.gov/media/7789/lpa-greensheet-guidelines.pdf>).

- f) Wetland Impact calculations form DR290 Waterway Permit Data Sheet (To be calculated by PE consultant)
- g) Nebraska Department of Environmental Quality (NDEQ), (NEPA Consultant)
- h) City/County Health Department Permits (NEPA Consultant)
- i) 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.

Public involvement

- 1) Public Involvement Planning Meetings (See Meetings Section of this Scope of Services) The Consultant will meet with the LPA to develop public involvement strategies. The Consultant will be responsible for distributing meeting invitations, coordinating meeting locations, and preparing meeting minutes.
- 2) Public Involvement Plan the Consultant will develop a public involvement plan for review and approval by the RC. The plan should include dates of anticipated meetings, anticipated forms of communication with the public (i.e. website, newsletter, door hangers, etc.), and a database of adjacent property owners and other project stakeholders. All information to be sent to the public or posted to the web shall be reviewed by the RC prior to distribution. The information will be submitted for review a minimum of one week prior to publication.
- 3) Database Development/ Maintenance The Consultant will develop and maintain a database of project stakeholders to include residents, property owners, organizations, agencies, LPA staff and officials, project team members and other parties who may be interested in or impacted by the project. The database shall identify stakeholder names, telephone numbers, addresses, tract numbers, conversation dates and other pertinent information. A copy of the database will be given to the RC upon request. The Consultant will also serve as the point of contact for public involvement and information, and will keep a record of all public contacts and inquiries regarding this project.
- 4) Key Stakeholder Outreach (See Meetings Section of this Scope of Services). The Consultant and LPA staff will identify key project stakeholders for participation in focus group meetings prior to the public meetings. The Consultant shall be responsible for distributing meeting invitations, coordinating meeting locations, facilitating, and preparing meeting minutes.
- 5) Open Houses (See Meetings Section of this Scope of Services) The Consultant will schedule, arrange, and facilitate public open houses to be held in conjunction with the functional plan submittal. The Consultant will draft a newspaper notice of the open house to be reviewed by the RC. The notice of the open houses will be published 10 days prior to the event in a local newspaper Lincoln Journal Star. During the public meeting, LPA staff and the Consultant will be available to answer questions and receive comments. The Consultant will provide and maintain a sign-in list and comment forms for the open houses and prepare a written summation of the oral and written comments received. The Consultant shall provide any necessary follow-up. The Consultant will prepare for and conduct a design public hearing. The work associated with this task is detailed NDOT publication, Pursuing Solutions Through Public Involvement and is made part of this scope of services by reference (<http://www.transportation.nebraska.gov/docs/public-involvement.pdf>).
- 6) All informational materials shall be reviewed and approved by the RC prior to printing and distribution. The Consultant will write a final report documenting the public involvement process. The report shall include tools and techniques utilized, numbers of citizens participating, meeting minutes, a list of meeting attendees, and general description of public reaction.

Geotechnical

Geotechnical Investigations the Consultant will provide geotechnical investigations of the subgrade on areas to be surfaced roadways, parking lots, trails with borings every 600 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. 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:

Number of Borings	Boring Depth (feet bgs)	Planned Location
24	10-40	Every 600'

2) **Design Recommendations**

The Consultant shall prepare geotechnical recommendations for the primary purpose of developing geotechnical design criteria for use in designing retaining walls, bridges, and pavements for the project.

3) **Geotechnical Report**

The Consultant shall prepare and submit three (3) copies of a geotechnical report to the RC for review.

4) **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.

Misc. Items

- 1) **Retaining Wall Design.** Retaining Wall design is not included in this scope of services. The Consultant can provide these services through a Supplemental Agreement if it is determined that retaining walls are needed.
- 2) **Construction Engineering Services.** The Consultant will provide Construction Engineering Services through a Supplemental Agreement.
- 3) **Right-of-Way Acquisition.** Right-of-Way Acquisition Services are not included in this agreement.

Schedule

Project Timeline. The Consultant shall prepare a schedule for project milestone dates and the schedule will be updated quarterly or if dates change. The consultant will show old dates with the updated schedule dates. The schedule will be printed on a separate document as well as included in the agreement. 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	October 15, 2018
Submit 30% Plans with LOC's and existing ROW	April 30, 2019
Start Right-of-Way Design	June 21, 2019
Submit 60% Plans	August 16, 2019
Begin ROW Appraisals, Negotiations & Acquisitions	September 16, 2019
Submit Draft PS&E (90%) plans	February 14, 2020
Prepare ROW Cost Estimate	February 28, 2020
Complete ROW Negotiations and Acquisitions	August 19, 2020
PS&E Turn in	August 1, 2020
Let Project	November 2020

Project Name: Saltillo Road - S. 27th Street to S. 68th Street
 Project Number: HSIP-5280(2)
 Control Number: 13391
 Location (City, County): Lancaster County
 Firm Name: Felsburg Holt & Ullevig
 Consultant Project Manager: Josh Palik
 Phone/Email: 402-445-4405 / josh.palik@fhueng.com
 County Project Liaison: Larry Legg
 Phone/Email: 402-441-1852, llegg@lanaster.ne.gov
 NDOR RC: _____
 Phone/Email: _____
 Date: October 5, 2018



TASKS	PERSONNEL CLASSIFICATIONS**											Total
	PR	PM	SENV	ENV	SENG	ENG	SDES	ADM	SPC	SUR	RLS	
For Engineering Services:												
Project Management	70	338				24						432
1 Project Management	30	290										320
2 Project Description / Purpose and Need		4										4
3 Project Schedule		4				24						28
4 Quality Assurance / Quality Control	40	40										80
Meetings	47	124			4	146						321
1 Owner Meetings	33	66				82						181
2 Plan-in-hand meeting/report	6	10				20						36
3 LPA/NDOT Coordination Meetings		16				16						32
4 Utility Meetings		20				20						40
5 Public Involvement Planning Meetings		4				4						8
6 Key Stakeholders Outreach	4	4										8
7 City Council/County Board												
8 Open Houses	4	4			4	4						16
9 One-on-One, Small Group Meetings												
Survey (See RW Engineering and Survey's Fee Proposal for Survey Hours)												
1 Preliminary Field Survey												
2 Digital Terrain Model												
3 Base Map Preparation												
4 Horizontal and Vertical Control												
5 Section / Property Corners												
6 Existing Utilities												
7 Note Reduction / Preliminary Plotting												
8 Negotiation Staking												
Preliminary Roadway and ROW Design		132			36	564	384					1,116
1 Complete Form DR-76						2						2
2 Data Collection and Review		4			4	4	4					16
3 Roadway Horizontal Alignment		8				27	24					59
4 Roadway Vertical Alignment		8				27	24					59
5 Template Roadway Cross Sections		8				60	34					102
6 Limits of Construction						12	12					24
7 Earthwork		2				12	8					22
8 Roadway Geometric Design		16				40	46					102
9 Roundabout Design Memo		16				64						80
10 Roadway and Driveway Culverts												
a) Compute area size and Q						8	32					40
b) Determine allowable H.W.						4	16					20
c) Size culvert and compute H.W.						4	16					20
d) Using design cross sections, determine length of culvert						4	16					20
e) For each culvert show the Station, D.A., Q., H.W., Size & Length						4	16					20
f) Determine the location of new/existing culverts w/ special ditches						4	16	16				36
g) Draft culvert build notes						4	8	8				20
10 Construction and Removal		16				60	64					140
11 Utility Coordination/Verification		20				20						40
12 Construction Phasing/Detour Route/Temporary Roads		16				24	80					120
13 Erosion Control		4				24	20					48
14 Quantities/Estimates		2				16	16					34
15 Typical Sections		4				16	20					40
16 2W/2A Sheets		4				12	8					24
17 Guardrail												
18 Floodplain Permitting Identification												
19 Floodplain Permit												
20 Plan-in Hand Meeting/Report		2				12						14
21 Working Day Calculations		2				12						14
Functional Plans (60%)	4	58			24	150	168					404
1 Functional Plans addressing PIH Comments	4	40			24	100	112					280
2 Quantities/Estimates		2				16	16					34
3 Sixty percent plan submittal		16				34	40					90
Draft PS&E Submittal (90%) plan review	4	72			24	116	108					324
1 Incorporate review comments from 60% plans	4	40			24	60	72					200
2 Opinion of probable construction cost		4				16						20
3 ROW Cost Estimate		8				16	16					40
4 Environmental Re-evaluation		4										4
5 Draft PS&E Submittal		16				24	20					60
Final PS&E Submittal / Blue Line Corrections	20	60			12	26	48					166
1 Incorporate review comments from 90% plans	4	16			4	14	20					58
2 Electronic Plan Data for Contractor						8	4					12
3 Slope Staking, Blue Tops, Pavement Grades Reports							8					8
4 Address Comments or Questions during PS&E Review		8										8
5 Electronic CADD Files							4					4
6 Temporary Erosion Control							4					4
7 Printing												
8 SWPPP		2			8	2	8					10
9 Review of NEPA documents and commitments after ROW Acquisition		2										2
10 QA/QC	16	12										28
11 Letting Task		20										20
Utilities		23				32						55
1 Assistance		8				8						16
2 Utility Location/Verification		4				8						12
3 Utility Plan Submittals		3				8						11
4 Utility Permits		8				8						16
Right-of-Way Independent Cost Estimate		40				164	246					450
Estimate Existing Right-of-Way Base		20				50	80					150
2 Proposed Right-of-Way		8				24	43					75

TASKS	PERSONNEL CLASSIFICATIONS**											Total
	PR	PM	SENV	ENV	SENG	ENG	SDES	ADM	SPC	SUR	RLS	
For Engineering Services:												
3	Right-of-Way Plan Sheets		12			40	123					175
4	Title Research					50						50
5	Permit to Occupy ROW											
6	Deliverables (Completed by Title Company)											
a	Title Research Study Area											
b	Title Vesting Document											
c	List all owners of record of parcel											
d	Certificate of Title Report											
e	Copies of all supporting documentation											
f	If applicable, copies of subdivision plats and surveys											
g	Copies of deeds, easements, dedications, etc.											
h	Copies of County Cadastral Maps that do not have GIS website											
Traffic Engineering Services												
1	Alternative Refinement - Intersection Configuration		8			32	80					120
2	Alternative Refinement - Typical Section		4			16	40					60
2	Alternative Refinement - Typical Section		4			16	40					60
Environmental Coordination												
1	Review of NEPA documents and commitments		11			34	40					85
2	NEPA exhibits		2			4						6
3	Preliminary Waterway Permit Data Sheet		8			2	40					50
4	Wetlands Impacts					8						8
5	Permits					8						8
a	Floodplain Permit											
b	Army Corps of Engineers 404 permit											
c	NPDES, SWPPP & NOI					4						4
d	Activity Checklists					4						4
e	NEPA Coordination (Green Sheets)					4						4
f	Wetland Impact calculations											
g	NDEQ Title 117 Letter of Opinion and On-site Mitigation											
h	City/County Health Department Permits											
i	FAA Form 7460-1		1									1
Public Involvement												
1	Public Involvement Planning Meetings		24			20	16					60
2	Public Involvement Plan		4			4						8
3	Database Development/ Maintenance											
4	Key Stakeholder Outreach											
5	Open Houses		16			16	16					48
6	Final Public Involvement Report/Documentation		4									4
Geotechnical Evaluation (See Thiele Geotech's Fee Proposal for Geotech Hours)												
1	Data Research and Analysis											
2	Design Recommendations											
3	Geotechnical Report											
4	Pavement Determination											
Total Hours			145	890		132	1,356	1,010				3,533
Total Days (8 hrs)			18.1	111.3		16.5	169.5	126.3				441.6

CLASSIFICATIONS:

PR = Principal	SENG = Senior Engineer	SPC = Survey Party Chief
PM = Project Manager	ENG = Engineer	SUR = Surveyor I
SENV = Senior Environmental Scientist	SDES = Senior Designer/Technician	RLS = Registered Land Surveyor
ENV = Environmental Scientist	ADM = Administrative	

Classifications

** For User-Defined Classifications, you will need to edit the Classifications Legend located above. To enter a new classification, replace "UD1" with its abbreviation (ex. GRA) and

Preliminary and Final Design

Direct Expenses

Project Name: Saltillo Road - S. 27th Street to S. 68th Street
 Project Number: HSIP-5280(2)
 Control Number: 13391
 Location (City, County): Lancaster County
 Firm Name: Felsburg Holt & Ullevig
 Consultant Project Manager: Josh Palik
 Phone/Email: 402-445-4405 / josh.palik@fhueng.com
 County Project Liaison: Larry Legg
 Phone/Email: 402-441-1852, llegg@lancaster.ne.gov
 NDOR RC: _____
 Phone/Email: _____
 Date: 10/5/2018

Subconsultants:	Quantity	Unit Cost	Amount
Thiele Geotech	1	\$26,954.00	\$26,954.00
RW Engineering & Survey	1	\$39,360.00	\$39,360.00
Title Research Company	50	\$250.00	\$12,500.00
Subtotal			\$78,814.00

Printing and Reproduction:	Quantity	Unit Cost	Amount
346 - 36"x24" Plan Sheets Plotted 2 times @ \$1.86/plot	692	\$1.86	\$1,287.12
346 - 11"x17" half size plan sheets plotted 10 times @ \$0.12/sheet	3460	\$0.12	\$415.20
5,000 black & white zerox copies @ \$0.12/sheet	5000	\$0.12	\$600.00
1,000 color zerox copies @ \$0.19/sheet	1000	\$0.19	\$190.00
Public Information Plots and Misc. Materials	1	\$1,000.00	\$1,000.00
Subtotal			\$3,492.32

Mileage/Travel:	Quantity	Unit Cost	Amount
36 trips to Lincoln @ 120mi/trip @ \$0.54/mi	4320	\$0.535	\$2,311.20
		\$0.535	
		\$0.535	
		\$0.535	
		\$0.535	
Subtotal			\$2,311.20

Lodging/Meals:	Quantity	Unit Cost	Amount
Subtotal			

Other Miscellaneous Costs:	Quantity	Unit Cost	Amount
Misc. phone, fax, postage	1	\$124.160	\$124.16
Subtotal			\$124.16

TOTAL DIRECT EXPENSES			\$84,741.68
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Per Diem Rates: <http://www.gsa.gov/portal/category/104711>
 Mileage Rates: <http://www.gsa.gov/portal/category/104715>

2011 Standard Rates*	
Type	Rate
Black and White Copies	Actual reasonable cost
Color Copies	Actual reasonable cost
Miscellaneous Postage, Mailing, Deliveries Etc.	Actual reasonable cost
Equipment	Actual reasonable cost
Privately Owned Vehicle	Actual reimbursement amount to employee, not to exceed rates for company vehicles outlined above
Automobile Rental	Actual reasonable cost
Air fare	Actual reasonable cost, giving the State all discounts
	Statewide Omaha/Douglas County
Breakfast	
Lunch	
Dinner	
Incidentals	
Totals	_____

* A full list of rates can be found at the following website: www.gsa.gov/perdiem

Preliminary and Final Design

Project Cost

Project Name: Saltillo Road - S. 27th Street to S. 68th Street
 Project Number: HSIP-5280(2)
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 Location (City, County): Lancaster County
 Firm Name: Felsburg Holt & Ullevig
 Consultant Project Manager: Josh Palik
 Phone/Email: 402-445-4405 / josh.palik@fhueng.com
 LPA Responsible Charge: Larry Legg
 Phone/Email: 402-441-1852, llegg@lancaster.ne.gov
 NDOR Project Coordinator: _____
 Phone/Email: _____
 Date: October 5, 2018

Direct Labor Costs:			
Personnel Classification	Hours	Rate	Amount
Principal	145	\$75.48	\$10,944.60
Project Manager	890	\$47.12	\$41,936.80
Senior Environmental Scientist		\$75.48	
Environmental Scientist		\$44.90	
Senior Engineer	132	\$58.42	\$7,711.44
Engineer	1356	\$35.62	\$48,300.72
Senior Designer/Technician	1010	\$46.75	\$47,217.50
Administrative		\$22.84	
Survey Party Chief			
Surveyor I			
Registered Land Surveyor			
TOTALS	3533		\$156,111.06

Direct Expenses:		Amount
Subconsultants		\$78,814.00
Printing and Reproduction Costs		\$3,492.32
Mileage/Travel		\$2,311.20
Lodging/ Meals		
Other Miscellaneous Costs		
		\$124.16
TOTALS		\$84,741.68

Total Project Costs:		Amount
Direct Labor Costs		\$156,111.06
Overhead @ 167.51%		\$261,501.64
Total Labor Costs		\$417,612.70
Fixed Fee @ 12.75%		\$53,245.62
Facility Capital Cost of Money (FCCM) @ (direct labor cost x FCCM%)		
Direct Expenses		\$84,741.68
PROJECT COST		\$555,600.00

Preliminary and Final Design Assumptions - Notes

Project Name: Saltillo Road - S. 27th Street to S. 68th Street
 Project Number: HSIP-5280(2)
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 County Project Liaison: Larry Legg
 Phone/Email: 402-441-1852, llegg@lancaster.ne.gov
 NDOR RC: _____
 Phone/Email: _____
 Date: October 5, 2018

Assumptions and Notes		
Project Management		
1	Project Management	6% of Total Hours
2	Project Description / Purpose and Need	4 hrs PM to review and update Proj. Desc. As needed.
3	Project Schedule	1 hr/ month to setup and maintain.
4	Quality Assurance / Quality Control	40 hrs PM, 40 hrs Senior Engineer
Meetings		
1	Owner Meetings	1 kickoff mtg, 8 quarterly mtgs, 16 phone mtgs, 3 plan review mtgs
2	Plan-in-hand meeting/report	4 hr prep, 6 hr PIH meeting PM & two Eng(s), 6hr PR to attend
3	LPA/NDOT Coordination Meetings	4 meetings - 2hr travel & 2 hr mtg ea. = 4hr/mtg for PM & Eng
4	Utility Meetings	5 meetings - 2hr travel & 2 hr mtg ea. = 4hr/mtg for PM & Eng
5	Public Involvement Planning Meetings	1 meetings - 2hr travel & 2 hr mtg ea. = 4hr/mtg for PM & Eng
6	Key Stakeholders Outreach	1 meetings - 2hr travel & 2 hr mtg ea. = 4hr/mtg for PM & PR
7	City Council/ County Board	0 meetings
8	Open Houses	1 meetings - 2hr travel & 2 hr mtg ea. = 4hr/mtg for PR, PM, SENG & Eng
9	One-on-One, Small Group Meetings	0 one of one meetings
Survey (See RW Engineering and Survey for Survey Hours)		
1	Preliminary Field Survey	
2	Digital Terrain Model	
3	Base Map Preparation	
4	Horizontal and Vertical Control	
5	Section / Property Corners	
6	Existing Utilities	
7	Note Reduction / Preliminary Plotting	
8	Negotiation Staking	
Preliminary Roadway and ROW Design		
1	Complete Form DR-76	4- hr eng
2	Data Collection and Review	4 hrs - PM, SENG, ENG, SDES
3	Roadway Horizontal Alignment	4 hrs / mile (2.75 miles) plus 24 hrs/roundabout
4	Roadway Vertical Alignment	4 hrs / mile (2.75 miles) plus 24 hrs/roundabout
5	Template Roadway Cross Sections	Develop templates and create model, 8 hrs/ mile (2.75 miles) plus 40 hrs/ roundabout
6	Limits of Construction	2 hrs/sheet (12 sheets)
7	Earthwork	8 hrs/mile (2.75 miles)
8	Roadway Geometric Design	8 hrs / mile (2.75 miles) plus 40 hrs/roundabout
9	Roundabout Design Memo	40 hrs / roundabout
10	Roadway and Driveway Culverts	Assuming upto 20 culverts
	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 & Length	
	f) Determine the location of new/existing culverts w/ special ditches	
	g) Draft culvert build notes	
10	Construction and Removal	6 hrs/sheet (12 sheets) plus 40 hrs/roundabout
11	Utility Coordination/Verification	
12	Construction Phasing/Detour Route/Temporary Roads	
13	Erosion Control	4hrs/sheet (12 sheets)
14	Quantities/Estimates	20 items @ 1/2 hr each, 10 items @ 1hr ea, 5 items @ 2hr ea. Plus summary sheets
15	Typical Sections	
16	2W/2A Sheets	2 hrs/sheet
17	Guardrail	None anticipated
18	Floodplain Permitting Identification	
19	Floodplain Permit	
20	Plan-in Hand Meeting/Report	
21	Working Day Calculations	
Functional Plans (60%)		
1	Functional Plans addressing PIH Comments	This includes updating all of the plan sheets

**INSURANCE CLAUSE FOR ALL CITY OF LINCOLN, LANCASTER COUNTY
AND PUBLIC BUILDING COMMISSION CONTRACTS**

Insurance coverage on this Contract will be required for the entities selected below

City of Lincoln Lancaster County Public Building Commission

Vendors must provide coverage & documents related to the items with a check mark in Sections 1 – 1.9.

This includes proof of coverage and waivers as required below.

All Vendors must comply with Sections 2-8.

**THE REQUIREMENTS HEREIN APPLY TO CONTRACTS TO BE ISSUED BY THE CITY OF LINCOLN,
LANCASTER COUNTY, AND THE LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION.
FOR PUPOSES OF CERTIFICATES, ENDORSEMENTS AND OTHER PROOF REQUIRED HEREIN, ONLY
INCLUDE THE ENTITY ISSUING THE CONTRACT.**

**FAILURE OF THE APPROPRIATE ENTITY (CITY, COUNTY, OR PUBLIC BUILDING COMMISSION) TO
OBJECT TO THE FORM OF THE CERTIFICATE OR ENDORSEMENT OR TO DEMAND SUCH PROOF AS
IS REQUIRED HEREIN SHALL NOT CONSTITUTE A WAIVER OF ANY OF THE INSURANCE
REQUIREMENTS SET FORTH BELOW.**

Insurance; Coverage Information

The Contractor shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the City/County/PBC, which shall not withhold approval unreasonably. The coverages and minimum levels required by this Contract are set forth below and shall be in effect for all times that work is being done pursuant to this Contract. No work on the Project or pursuant to this Contract shall begin until all insurance obligations herein are met to the satisfaction of the City/County/PBC, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the City/County/PBC prior to execution of the Contract and may require submission of financial information for analysis. Deductible levels shall be provided in writing from the Contractor's insurer and will be no more than \$25,000 per occurrence or as may be approved by the City or County as appropriate. Said insurance shall be written on an **OCCURRENCE** basis, and shall be **PRIMARY, with any insurance coverage maintained by the City/County/PBC being secondary or excess.**

Certificates

The Contractor shall provide certificates of insurance and such other proof, such as endorsements, as may be acceptable to the County evidencing compliance with these requirements. The Contractor shall provide a Certificate of Insurance demonstrating the coverage required herein and the necessary endorsements or other proof and waivers described herein and below before being permitted to begin the work or project pursuant to this Contract.

1. Commercial General Liability

The Contractor shall provide proof of Commercial General Liability Insurance with a minimum limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include: Premises-Operations, Products/ Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury. Such coverage shall be endorsed for the general aggregate to be on a **PER PROJECT** basis, and the Contractor shall provide an additional insured endorsement acceptable to the City/County/PBC. The required insurance must include coverage for all projects and operations of Contractor or similar language that meets the approval of the City/County/PBC, which approval shall not be unreasonably withheld.

1.1 Additional Insured (Requires an Endorsement Form)

All Contractors shall provide an Additional Insured Endorsement form or other proof showing the City/County/PBC as additional insured for commercial general liability, auto liability and such other coverages as may be required by the City/County/PBC. The form or other proof shall be as is acceptable to the City/County Attorney.

1.2 Automobile Liability

The Contractor shall provide proof of Automobile Liability coverage, which shall include: Owned, Hired and Non-Owned. Bodily Injury and Property Damage Combined Single Limit shall be at least \$1,000,000 Per Accident.

1.3 Garage Keepers / Garage Liability

The Contractor shall provide garage insurance, if required. Coverage shall include Garage Liability and Garage Keepers on a Direct Primary Basis, including Auto Physical Damage, with limits of not less than \$1,000,000 each accident Bodily Injury and Property Damage combined liability and Actual Cash Value auto physical damage. Coverage symbol(s) 30 and 21 shall be provided, where applicable.

1.4 Workers' Compensation; Employers' Liability

The Contractor shall provide proof of workers' compensation insurance of not less than minimum statutory requirements under the laws of the State of Nebraska and any other applicable State. Employers' Liability coverage with limits of not less than \$500,000 each accident or injury shall be included. The Contractor shall provide the City/County/PBC with an endorsement for waiver of subrogation or other proof of such waiver as may be acceptable to the City or County. The Contractor shall also be responsible for ensuring that all subcontractors have workers' compensation insurance for their employees before and during the time any work is done pursuant to this Contract.

1.5 Builder's Risk Insurance

The Contractor shall purchase and maintain builder's risk property insurance for all sites upon which construction is occurring as provided by Contract and all storage sites where equipment, materials, and supplies of any kind purchased pursuant to the Contract are being held or stored unless the Contractor receives notice that the City/County/PBC has obtained a builder's risk policy for itself. Except to the extent recoverable by Contractor from another subcontractor, deductibles shall be the responsibility of the Contractor. This coverage is required whenever the work under contract involves construction or repair of a building structure or bridge.

1.5.1 Waiver of Builder's Risk Insurance Carrier's Subrogation Rights

The Contractor and its subcontractor(s) waive all rights of action and subrogation that the insurance company providing the builder's risk policy may have against each of them and/or the City/County/PBC, Architect, and the officers, agents and employees of any of them, for all claims, damages, injuries and losses, to the extent covered by such property insurance. Such waiver of subrogation shall be effective for such persons even though such persons would otherwise have a duty of indemnification or contribution, contractual or otherwise, and even though such persons did not pay the insurance premium directly or indirectly, and whether or not such persons had an insurable interest in any property damaged. The Contractor or subcontractor shall provide proof of such waiver.

1.6 Pollution Liability

Contractors shall provide proof of pollution liability insurance arising out of all operations of the Contractors and subcontractors, due to discharge, dispersal, release, or escape of contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water with bodily injury and property damage limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for:

- 1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;
- 2) Property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- 3) Defense including loss adjustment costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages;
- 4) Definition of pollution conditions shall include asbestos, lead, and mold so that these risks are covered if caused by Contractor/successful candidate's work or operations.
- 5) Coverage is required on an occurrence form.

1.7 Errors and Omissions; Professional Liability

Errors and Omissions or Professional Liability insurance, as may be required, covering damages arising out of negligent acts, errors, or omissions committed by Contractor in the performance of this Contract, with a liability limit of not less than \$1,000,000 each claim. Contractor shall maintain this policy for a minimum of two (2) years after completion of the work or shall arrange for a two year extended discovery (tail) provision if the policy is not renewed. The intent of this policy is to provide coverage for claims arising out of the performance of professional Services under this contract and caused by any error, omission, breach or negligent act, including infringement of intellectual property (except patent and trade secret) of the Contractor. This coverage is required whenever the Contractor or service provider is required to be certified, licensed or registered by a regulatory entity and/or where the provider's judgment in planning and design could result in economic loss to City/County/PBC.

1.8 Railroad Contractual Liability Insurance

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or railroad crossing, the Contractor must provide proof acceptable to the City or County that any exception for such work in the Contractor's commercial general liability policy has been removed or deleted.

1.8.1 Railroad Protective Liability

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the City/County/PBC Purchasing Department prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

1.9 Cyber Insurance

The Contractor shall maintain network risk and cyber liability coverage (including coverage for unauthorized access, failure of security, breach of privacy perils, as well as notification costs and regulatory defense) in an amount of not less than \$1,000,000. Such insurance shall be maintained in force at all times during the term of the Contract and for a period of two years thereafter for services completed during the term of the Contract.

2. **Cancellation Notice**

All Contractors shall include an endorsement to provide for at least thirty (30) days' firm written notice in the event of cancellation during the term of the Contract and during the period of any required continuing coverages. The Contractor shall provide, prior to expiration of the policies, certificates and endorsement forms evidencing renewal insurance coverages. The parties agree that the failure of City/County/PBC to object to the form of a certificate and/or additional insured endorsement or endorsement forms provided shall not constitute a waiver of this requirement.

3. **Risk of Loss**

Except to the extent covered by the builder's risk insurance, the Contractor shall have the sole responsibility for the proper storage and protection of, and assumes all risk of loss of, any subcontractor's Work and tools, materials, equipment, supplies, facilities, offices and other property at or off the Project site. The Contractor shall be solely responsible for ensuring each subcontractor shall take every reasonable precaution in the protection of all structures, streets, sidewalks, materials and work of other subcontractors. Contractor shall protect its Work from damage by the elements or by other trades working in the area.

4. **Umbrella or Excess Liability**

The Contractor may use an Umbrella, Excess Liability, or similar coverage to supplement the primary insurance stated above in order to meet or exceed the minimum coverage levels required by this Contract.

5. **Minimum Scope of Insurance**

All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted otherwise.

6. **Indemnification**

To the fullest extent permitted by law the Contractor shall indemnify, defend, and hold harmless the Owner, its elected officials, officers, employees, agents, consultants, and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from performance of this Agreement, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible or intangible property, including the Work itself, but only to the extent caused by the negligent, wrongful, or intentional acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim,

damage, loss or expense is caused in part by the negligence of a party indemnified hereunder. In the event the claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder, the indemnification by the Contractor shall be prorated based on the extent of the liability of the party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce obligations of indemnity which would otherwise exist as to a party or person described in this Section. Nothing herein shall be construed to be a waiver of sovereign immunity by the Owner.

7. **Reservation of Rights**

The City/County/PBC reserves the right to require a higher limit of insurance or additional coverages when the City/County/PBC determines that a higher limit or additional coverage is required to protect the City/County/PBC or the interests of the public. Such changes in limits or coverages shall be eligible for a change order or amendment to the Contract.

8. **Sovereign Immunity**

Nothing contained in this clause or other clauses of this Contract shall be construed to waive the Sovereign Immunity of the City/County/PBC.

9. **Further Contact**

For further information or questions concerning coverage or acceptable forms, Contractors may contact the Purchasing Division or the department that issued the bid or the request for proposal.

For general questions regarding Insurance Requirements, please contact Risk Management for the City or County.