

Task Order Agreement No.	BK1902
Master Agreement No.	VK1804
Effective (NTP) Date	
Task Order Amount	\$113,571.88

LPA/CONSULTANT LOCALLY FUNDED  
PROFESSIONAL SERVICES, CONSULTANT  
NEPA SERVICES

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

**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 Profession Service Master Agreement No. VK1804 ("Master Agreement"), with the Nebraska Department of Transportation ("State") wherein Consultant agree to provide NEPA Services ("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

"**STATE**" means the Nebraska Department of Roads in Lincoln, Nebraska, its Director, or authorized representative. The State represents the United States Department of

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

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

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

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

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

#### **SECTION 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 1, 2019.

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.

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.

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**SECTION 6. FEES AND PAYMENTS**

- 6.1** For performance of the services as described in this agreement, the Consultant will be paid a fixed-fee-for-profit of \$13,115.40, as defined in Section 6.3(a), and up to a maximum amount of \$100,456.48 for actual costs as defined in Section 6.3(b), 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 \$113,571.88.
- 6.2** 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.
- 6.3** Actual costs include direct labor costs, direct non-labor costs, and overhead costs.
- a. 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. For salaried employees, the hourly earnings rate shall be their normal hourly rate as established by the company's compensation plan, except for those pay periods where the employee works more hours than normally expected. In those pay periods, the hourly rate for project billing purposes shall be the actual rate determined by dividing the actual compensation for that pay period by the actual hours reported, including paid absences, for that pay period. Hours worked includes paid absences, such as: holiday, vacation, sick leave, administrative leave, etc.
  2. Time records: The hours charged to the project must be supported by adequate time distribution records. The records must clearly indicate the distribution of hours to all activities on a daily basis for the entire pay period, and there must be a system in place to ensure that time charged to each activity is accurate.
- b. Direct Non-Labor Costs charges in this category include actual allowable expenses for personnel away from their base of permanent assignment, communication costs, reproduction and printing costs, computer charges, special equipment and materials required for the project, special insurance premiums if required solely for this agreement, and such other similar items.
1. A non-labor cost cannot be charged as a direct cost and also be included in the Consultant's overhead rate. If for reasons of practicality, the consultant is treating a direct non-labor cost category, in its entirety, as an overhead cost, then costs from that category are not eligible to be billed to this project as a direct expense.
  2. Payment for eligible direct non-salary costs must be made on receipted invoices whenever possible, or on certified billings of the Consultant. For purposes of standardization on this agreement, the following expenses will be reimbursed at actual costs, not to exceed the rates as shown below.

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3. Company Automobile/Pick-up truck - The reimbursement for automobile/pick-up truck mileage shall be the prevailing standard rate as established by the Internal Revenue Services through its Revenue Procedures - currently 51 cents per mile. Company Survey Vehicle - Currently 53.5 cents per mile (2.5 cents above Company Automobile/Pick-up truck)
4. Privately Owned Vehicle - Actual reimbursement to employee, not to exceed rates shown for company vehicles outlined above
5. Automobile Rental - Actual reasonable cost
6. Air fare- **Actual reasonable cost**, giving the LPA all discounts
7. Lodging - **Actual cost – excluding taxes and fees**: Not to exceed the federal lodging reimbursement guidelines, as periodically determined by the U.S. General Services Administration – currently at the following rates:
  - Not to exceed \*\$70.00 per person daily
  - \*Omaha/Douglas County, not to exceed \$101.00 per person daily
8. Meals - **Actual cost – including tax and gratuity**: Not to exceed the federal per meal reimbursement guidelines, as periodically determined by the U.S. General Services Administration – currently at the following rates:

	Statewide	Omaha/Douglas County
Breakfast	\$ 7.00	\$ 10.00
Lunch	11.00	15.00
Dinner	<u>23.00</u>	<u>31.00</u>
Totals	<u>\$41.00</u>	<u>\$56.00</u> <u>(Includes tax and gratuity)</u>

For the 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 returns from overnight travel or work location at or after 7:00 p.m., or
- Employee is on overnight travel.

Meals are not eligible for reimbursement if the employee eats within 20 miles of the headquarters town of the employee.

The Consultant shall note the actual lodging and meal costs in a daily diary, expense report, or on the individual's time report along with the time of

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departure to the project and time of return to the headquarters town. The total daily meal costs must not exceed \$41.00 per person, with the exception of Omaha/Douglas County, which must not exceed \$56.00 per person (includes tax and gratuity). The Consultant will maintain and provide a copy of the direct non-labor costs.

- c. 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 Section 6.1. 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.

**6.4** The Consultant shall submit invoices to the LPA at a minimum of monthly intervals.

- a. 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.
- b. 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
  5. A completed "Cost Breakdown Form" which is located on the State's webpage at [www.transportation.nebraska.gov/rfp](http://www.transportation.nebraska.gov/rfp).

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

**6.5** 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

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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.

- 6.6 The Consultant shall maintain, all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such material available for examination at its office at all reasonable times during the agreement period and for three years from the date of final cost settlement by FHWA 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 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

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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 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

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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 interest 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 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.



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**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.

**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.

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**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**

- 23.1 **Compliance with Regulations:** During the performance of this agreement, the Consultant, for itself and its assignees and successors in interest, agrees to comply with the regulations of the DOT relative to nondiscrimination in federally-assisted programs of the DOT (49 CFR 21 and 27, hereinafter referred to as the Regulations), which are hereby made a part of and included in this agreement by reference.
- 23.2 **Nondiscrimination:** The Consultant, with regard to the work performed by it after award and prior to completion of this agreement, shall not discriminate on the basis of race, color, sex, or national origin in the selection and retention of Subconsultants, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5, including employment practices when the agreement covers a program set forth in Appendixes A, B, and C of 49 CFR 21.
- 23.3 **Solicitations for Subagreements, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subagreement, including procurements of materials or equipment, each potential Subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this agreement and the Regulations relative to nondiscrimination on the basis of race, color, sex, or national origin.
- 23.4 **Information and Reports:** The Consultant shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the LPA, State or FHWA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall certify to the LPA, State or FHWA, as appropriate, and set forth what efforts it has made to obtain the information.

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**23.5 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.

**23.6 Incorporation of Provisions:** The Consultant shall include the provisions of Section 23.1 through 23.5 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**

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.

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 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.



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EXECUTED by the Lancaster County this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

LANCASTER COUNTY

\_\_\_\_\_  
Chair, Board of Commissioners

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Clerk

**SCOPE OF SERVICES**

**Saltillo Road – S. 27<sup>th</sup> Street to S. 68<sup>th</sup> Street**

**Project Number: HSIP-5280(2)**

**Control Number: 13391**

**ENVIRONMENTAL SERVICES**

**A. PROJECT DESCRIPTION**

This scope provides for environmental services related to compliance with the National Environmental Policy Act (NEPA) for the Saltillo Road – S. 27<sup>th</sup> Street to S. 68<sup>th</sup> Street project (Project). The 2.75-mile long safety project consists of milling and resurfacing the roadway, widening and surfacing the shoulders, and intersection improvements at 40<sup>th</sup> Street and 54<sup>th</sup> Street; including culvert extensions and guardrails. Construction may begin or end approximately 500 feet before or after the actual project limits to accommodate transitioning the pavement.

The Project is a Federal-Aid project. Based on the approved DR-53, it has been determined that a Level 3 Categorical Exclusion will be required. Although there are no major issues within the project limits, important resources are known within 0.25 miles, including Wilderness Park, Jamaica North/Homestead Corridor Trails, and Salt Creek.

Felsburg Holt & Ullevig, the Environmental Consultant (Consultant), shall serve as the agent for Lancaster County, hereafter referred to as the LPA (Local Public Agency), representing them in all matters related to environmental services for this Project with the exception of:

1. Floodplain Permit, Floodplain Certification
2. NPDES Permit, Storm Water Pollution Prevention Plan (SWPPP), and erosion control plan
3. Mitigation design plans, if required.

Scope Items Pertaining the Project (checked boxes indicate the sections of this scope that apply to the Project):

SOS Section	Scope Items	Tasks
1	Categorical Exclusion (CE)	<input checked="" type="checkbox"/>
2	Farmland	<input checked="" type="checkbox"/>
3	Section 106 Compliance	<input type="checkbox"/>
4	Section 4(f)	<input checked="" type="checkbox"/>
5	Section 6(f)	<input checked="" type="checkbox"/>
6	Floodplain Review	<input checked="" type="checkbox"/>
7	Water Quality Review	<input checked="" type="checkbox"/>
8	Threatened & Endangered Species Review	<input checked="" type="checkbox"/>
9	Hazardous Materials Review (HMR)	<input checked="" type="checkbox"/>
10	Noise Analysis and Report	<input type="checkbox"/>
11	Wetland & Stream Delineation	<input checked="" type="checkbox"/>
	Delineation Project Size	<input type="checkbox"/> Small <input checked="" type="checkbox"/> Med <input type="checkbox"/> Large
12	404 Nationwide Permit Application	<input checked="" type="checkbox"/>
13	404 Individual Permit Application	<input type="checkbox"/>
14	Mitigation Plan	<input type="checkbox"/>
15	Public Involvement Materials	<input checked="" type="checkbox"/>
16	Green Sheet	<input checked="" type="checkbox"/>
17	Project Management	<input checked="" type="checkbox"/>
18	Travel Time	<input checked="" type="checkbox"/>

**B. LPA OR NDOT, ON LPA'S BEHALF, TO PROVIDE (to the extent that the items listed are available or needed for the scope checklist above):**

1. Project description, location information, program documents (DR-73, DR-53), Threatened and Endangered species (T&E) Activity Checklist, Professionally

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- Qualified Staff (PQS) Memos. When appropriate, detour route information will be provided (including a list of property owners along the project and detour route).
2. If available, electronic files of current aerial photographs with Project alignment and preliminary design, existing and new rights-of-way (ROW) and easements, topographic survey, utilities data, and Limits of Construction (LOC).
  3. Roadway Feature File, Alignment File, Feature Codes and SMD (Simple Method Description) File (downloadable from NDOT's website).
  4. County-wide plat (ownership) or TAM (occupancy) maps for Consultant's use if landowner notification is needed. A notification letter, on LPA's letterhead for the consultant's use in landowner contact and site access will also be provided.
  5. Waterway Permit Data Sheet and 2W plan Sheets from design consultant, if permitting services are required.
  6. Wetland Delineation Data Sheets and Photographs (if already available and not part of this scope of work).
  7. Environmental Justice/Limited English Proficiency Memo (provided by NDOT if available).
    - a. Cultural Resources Investigations. NDOT will complete cultural resources investigations (archeological/architectural/structural) and associated documentation. NDOT will be responsible for defining the area of potential effects (APE), determining level of effort, National Register of Historic Places (NRHP) eligibility recommendations, all consultation required under Section 106 and the project effects determination under Section 106. Depending upon historic properties identified, consultation under Section 106 may be combined in the Public Involvement Plan (PIP).
  8. Section 106 documentation and PQS Memo (provided by NDOT).
  9. HMR PQS Memo (provided by NDOT).
  10. Threatened and Endangered Species PQS Memo (provided by NDOT).
  11. Wetlands PQS Memo (provided by NDOT).
  12. Green Sheet, NDOT will provide the approved Green Sheet for the Project for distribution, detailing all applicable environmental project commitments and conditions.
  13. NDOT's Roadside Stabilization Unit will submit the Notice of Intent, NPDES permit and the SWPPP to NDEQ.

**C. APPLICABLE PUBLICATIONS:**

Work shall be done in accordance with the most current version of the following materials:

1. Nebraska Categorical Exclusion Guidance, October 2018.
2. NDOT National Historic Preservation Act Section 106 Guidelines, 2015.
3. Nebraska Biological Evaluation Process, Prepared in Support of the Programmatic Agreement that was developed between FHWA, NDOT, USFWS and NGPC, September 11, 2018.
4. Certified NEPA consulting firms and requirements. NDOT, July 2015.
5. Corps of Engineers Wetlands Delineation Manual, Technical Report Y-87-1. Environmental Laboratory, Department of the Army Waterways Experiment Station, US Army Corps of Engineers, Vicksburg, Mississippi, 1987.
6. Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region, ERDC/EL TR-08-27. Wetlands Regulatory Assistance Program, US Army Engineer Research and Development Center, Vicksburg, Mississippi, 2010.
7. Regulatory Guidance Letter No. 05-05: Ordinary High Water Mark Identification. US Army Corps of Engineers, 2005.

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8. Cowardin et al. Classification of Wetlands and Deepwater Habitats of the United States, FWS/OBS 79/31. Biological Services Program, Fish and Wildlife Service, US Department of the Interior, 1979.
9. Nebraska Wetland Subclasses (Attachment K, Wetland Mitigation Banking, Standard Operating Procedures in Nebraska).
10. Nebraska Department of Transportation Hazardous Materials Review Guidance Manual (September 2018).
11. Nebraska Department of Transportation. Wetland and Water Resource Procedure Document (December 2017).
12. Nebraska Department of Roads. Nebraska Public Involvement Procedure (September 2015).
13. Guidance for Completing the Section 4(f) Review Process in Nebraska for Federal-Aid Projects (September 2018).



D. CONSULTANT SHALL PROVIDE TO LPA OR NDOT, ON LPA'S BEHALF:

The Project is a Federal-Aid project. Based on the approved DR-53, it has been determined that a Level 3 Categorical Exclusion will be required.

1. **CE DOCUMENT AND RESOURCE REVIEWS**

- a. Project Description and Purpose & Need. Consultant will determine if the provided project description meets NDOT guidance for project descriptions and revise as necessary for use in the CE document, consultation letters, and public involvement materials. The consultant will determine if the original Purpose & Need meets NDOT guidance requirements and if necessary, draft a revised Purpose & Need statement for inclusion in the CE document.
- b. CE Determination Form for Federal-Aid Projects (NDOT Smart Form). Consultant will complete the Smart Form. Figures, resource maps and supplemental information that are required for the NEPA review will be obtained or produced and attached to the Smart Form or placed into the Project file as back-up reference material. Consultant will participate in up to three telephone progress meetings with the LPA and/or NDOT, as needed. If an on-site meeting or meeting at NDOT is needed, it would be considered an out-of-scope item and would be negotiated as a Supplement to this Agreement.
- c. Project Maps. Consultant will prepare a Project Vicinity map on a 7.5 Minute Quadrangle Topographic Map base (1:24,000 scale), showing the Project location with insert showing the county and its position in Nebraska. The Project Location map shall be shown on an aerial photograph as the base, with the overall Environmental Study Area mapped (minimum ¼ mile from centerline, right and left), the Project beginning and end points plotted, and pertinent constraints such as LOCs depicted, if known.
- d. Documentation Reviews and Revisions. Consultant will submit the completed NEPA Form (including attachments) to the LPA and NDOT for review and approval (assumes 2 rounds of comments from NDOT NEPA Specialist and 1 round of comments from the NDOT EDU Manager for Level 3).
- e. CE Quality Control. The Consultant shall submit to LPA and NDOT evidence that a quality control review of the CE document was conducted by an environmental professional other than the document author; this person shall be the Consultant's Principal NEPA Author or Project Manager (as identified in the current approved NEPA Certification submittal - Category 101A). The submittal shall accompany both draft and final NEPA documents and may be in the form of a transmittal letter with the name, date and signature of the QC reviewer; an internal review process form developed by the Consultant; NDOT's QC review form; or when the electronic CE Form allows, an electronic signature of QC review in the appropriate position on the CE form.
- f. CE Comment Tracking Table. The Consultant shall maintain a summary table of all review comments and resolution of comments made by LPA and NDOT during document review and revision processing. Comments shall be organized by the CE Form subject title and question number. The comment tracking table shall be submitted to LPA and NDOT, as appropriate, along with the revised draft and final documents.

2. **AIRPORT COORDINATION**

- a. Review Request to NDOT Division of Aeronautics. If there is a publicly owned or operated airport location within 10 miles of the Project Environmental Study Area, Consultant will prepare an email request for the NDOT Division of Aeronautics to review the Project for potential impacts to aviation. The Project appears to be within ten miles of the Lincoln Airport.

3. **FARMLAND**

- a. Farmland Conversion Form. If there is farmland located in the Project Environmental Study Area and its use may be converted to other purposes as part of the Project, Consultant will prepare a Natural Resource Conservation Service (NRCS) Farmland Conversion Form CP-106 and perform coordination with NRCS, if necessary.

4. **SECTION 106 STATE HISTORIC PRESERVATION OFFICE/TRIBAL HISTORIC PRESERVATION OFFICE (SHPO/THPO)**

The only known historic property within the project limits is a concrete direction sign that was determined eligible as a grouping of signs within Lancaster County. As such, the information will need to be updated.

- a. Coordination with NDOT. Consultant will complete the Section 106 Review Request Letter and submit it as a PDF to the NDOT Section 106 Professionally Qualified Staff (PQS), and copy the LPA Project Coordinator and NEPA Specialist. The Section 106 Review Request Letter shall include a Vicinity Map and a Location Figure, showing the project beginning and end points.

**5. SECTION 4(F) EXCEPTION OR DE MINIMIS DETERMINATION**

- a. Section 4(f) Initial Assessment Form. As part of the resources review, Consultant will determine if adjacent Section 4(f) properties such as public parks, recreation areas, and wildlife/waterfowl refuges, or historic sites of local, state or national significance are present. Consultant will prepare the Section 4(f) Initial Assessment Form and submit to NDOT NEPA Specialist for review and approval. The approved Section 4(f) Initial Assessment Form will be sent to the Consultant for inclusion in the CE appendices.

The proposed project is located east of Wilderness Park and the Jamaica North and Homestead Corridor Trails.

- b. Section 4(f) Documentation. If a Section 4(f) property is identified within the project area, the Project or undertaking must determine a 'use' of land from that property within the meaning of Section 4(f). If it is determined that there is a 'use' of the land, then coordination with NDOT must occur and one or more of the following documents will be prepared by the Consultant:

1. Section 4(f) Exceptions Form
2. Section 4(f) *De Minimis* Form
3. Coordinate with the Official With Jurisdiction for the Section 4(f) resource, to obtain concurrence that the impact will/will not adversely affect the resource.

If more than one Section 4(f) property has a 'use' determined, analysis and document preparation for the additional properties would be considered out of scope and the additional effort would be negotiated as a Supplement to this Agreement.

- c. Individual Section 4(f) Evaluation. If needed, an Individual Section 4(f) Evaluation and documentation would be considered out-of-scope and the additional effort would be negotiated as a Supplement to this Agreement.

**6. SECTION 6(f) ANALYSIS DOCUMENTATION**

- a. Determine if Section 6(f) Resources are Present. If Section 4(f) resources are identified in the project area (see Section D.5. above), then the Consultant will contact the Nebraska Game and Parks Commission to determine if Section 6(f) resources are present.
- b. Section 6(f) Documentation. If Section 6(f) resources are present, the Consultant will determine if a conversion will occur. If replacement land is needed, coordination with the jurisdictional agencies would be required, as well as additional Section 6(f) documentation. This additional Section 6(f) coordination and documentation as a result of a conversion would be considered out-of-scope and additional hours will be negotiated as a Supplement to this Agreement.

**7. FLOODPLAIN REVIEW**

This task was previously contracted with FHU as part of the Scope of Services for the Project Design Consultant. Floodplain information will be provided by the Design team for incorporation into the NEPA Form.

- a. Floodplain Determination. The Design Consultant will research and document whether the Project is located within a Zone A floodplain and provide this information for incorporation into the NEPA Form. Additional information will include whether the Project will have construction occurring in a floodplain and whether it will cross or parallel the floodplain. With parallel floodplains, highway embankment work that will encroach into the mapped floodplain will be quantified.

- b. Floodplain Permit. If a Floodplain Permit is required, the Design Consultant will prepare the Floodplain Certification Package (under separate contract) and provide a copy to be attached to the CE Smart Form. The package will include a memo describing the Project and 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). FIRMettes 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 Design Consultant is to apply for the permit.

#### 8. WATER QUALITY REVIEW

- a. Impaired Water Determination. Consultant will research and document whether impaired waters (303d list) are located within the Environmental Study Area.
- b. NDEQ Coordination. If project impacts will affect impaired water resources, then the Consultant will coordinate with NDEQ.
- c. NPDES Permit. The National Pollutant Discharge Elimination System (NPDES) permit, the Storm Water Pollution Prevention Plan/SWPPP, and erosion control plans will be prepared by FHU under a separate contract for Design Services. NDOT Roadside Stabilization Unit, serving as the Responsible Charge (RC) will submit the Notice of Intent, NPDES permit and SWPPP.

#### 9. THREATENED AND ENDANGERED SPECIES (T&E) REVIEW

- a. Biological Evaluation (BE) Review Request Letter. Consultant will complete the BE Review Request Letter and submit it as a PDF to the NDOT T&E PQS and NEPA Environmental PM. Consultant will revise it in response to NDOT comments as needed. This letter will include the wetland delineation as an attachment. The NDOT T&E PQS Memo will be cited and summarized in the CE document and included in the CE appendices.
- b. Field Review. If needed, a field review would be conducted by the Consultant's qualified biologist in conjunction with the wetland delineation site visit. If a wetland delineation is not required for the project and a site visit for T&E Species is needed, a qualified biologist would perform a site visit and conduct the field review.

#### 10. HAZARDOUS MATERIALS REVIEW (HMR)

Consultant will complete a HMR within the HMR Study Area (which encompasses the Environmental Study Area and is defined in the 2018 HMR Guidance manual) for conditions that are known to be, or may potentially be, contaminated with hazardous materials. Conditions that indicate an existing release, a past release, or a material threat of a release, of any hazardous substances or petroleum products into structures, on the property or into the soils, groundwater, or surface water should be evaluated and assessed for potential impacts on the Project and discussed in the HMR technical report. The Consultant shall:

- a. Database Review. Consultant will conduct a review of local, state and federal environmental database records to identify regulated sites within the HMR Study Area.
- b. Site Visit. Consultant will conduct an on-site visual site reconnaissance survey (after coordination with the NDOT Hazardous Materials PQS). If it is determined the Project will be processed as a Level 1 CE, then this survey will not be required.
- c. HMR Visual Reconnaissance Form. Consultant will complete the HMR Visual Reconnaissance Form and photo log.
- d. Additional Analysis. If warranted and in consultation with the NDOT Hazardous Materials PQS, the scope of the HMR may include conducting additional analysis per the HMR guidance. Additional analysis may include (1) conducting a regulatory file review (NDEQ, SFM, etc.), (2) reviewing readily available historical record sources (aerial photographs, topographic maps, Sanborn Fire Insurance maps, etc.); and/or (3) conducting interviews with local agencies and regulators.
- e. Subsurface Investigation. If a subsurface investigation is determined to be necessary, a Supplement to this Agreement would be required.

- f. HMR Report. The Consultant shall prepare a written HMR Report. The Report will be submitted to NDOT for inclusion in the Project file. NDOT Hazardous Materials PQS will summarize the results of the Report into a PQS Memo which will be sent to the Consultant for inclusion in the CE appendices. Findings and mitigation measures stated in the PQS Memo shall be summarized in the CE document.
- g. Quality Control. The Consultant shall perform thorough QC by a NDOT-defined Environmental Professional prior to any official HMR submittal to NDOT.

**11. NOISE STUDY AND REPORT (NOT REQUIRED PER DR-53. PQS SIGNED 4/19/18)**

**12. WETLAND AND STREAM DELINEATION SERVICES**

- a. Site Visit. The Consultant shall visit the Project site to determine if waters of the United States (WOUS), including wetlands, are present within the Project Delineation Limits as described below. The site visit will be conducted by qualified wetland scientists during the recognized growing season unless otherwise approved by the NDOT Wetlands Project Manager. Delineation methods shall be in accordance with the 1987 US Army Corps of Engineers (USACE) Wetland Delineation Manual; appropriate USACE Regional Supplement (Midwest or Great Plains); and the "NDOT Wetland and Water Resource Procedure Document" (December 2017).

The site visit hours are based on the delineation project size (See table on page 1 for Project Size), which are estimated as follows:

~~Small Delineation – Can be accomplished with 1 day or less of field activities~~

~~Medium Delineation – Can be accomplished with 1-3 days of field activities~~

~~Large Delineation – Can be accomplished with up to 5 days of field activities~~

- b. Existing Resources/Databases Review. Consultant will review existing resources prior to field delineation. For projects requiring new Right-of-Way (ROW) beyond existing, into agricultural land, the NDOT shall be contacted for direction.
- c. Farmed Wetland Review. In some cases, a review of historic aerial photography along with precipitation records may be considered appropriate for delineating agricultural wetlands using procedures developed by the Natural Resources Conservation Service (NRCS). If such a review is required for wetland permitting, additional scope and fee, shall be negotiated as a Supplement to this Agreement.
- d. Delineation Limits For the purpose of scope and fee development, the Consultant shall assume a Full Delineation shall be provided for the area 100 feet beyond the project LOCs or the project ROW, whichever is farthest from the centerline.  
  
At bridge-sized culverts and bridges along the project alignment, a Full Delineation (including delineation of the Ordinary High Water Mark (OHWM) if present, and adjacent wetlands) shall be provided for the area 150 feet outside of the LOCs or ROW, whichever is farthest from the centerline.
- e. Plot Boundaries. Consultant shall plot the data on aerial photographs. Data will include project environmental study area boundaries (i.e., project delineation limits), roadway alignment, and stationing, when available. Data will also include wetland boundaries, wetland types, OHWM and location of data collection points, photographs, and wetland acres. Map scale must be drawn to a scale of 1 inch = 200 feet.
- f. Wetland and Stream Delineation Report. Consultant shall prepare the Wetland and Stream Delineation Report document according to NDOT procedures (December 2017).
- g. Quality Control. **The Consultant shall perform thorough QC checks prior to any official submittal to the LPA and NDOT.** Reports and associated data sheets shall be scrutinized for accuracy and completeness. The Consultant shall submit to NDOT evidence that a quality control review of the wetland document was conducted by a Qualified Wetland Scientist or Project Manager other than the document author (as identified in the firm's current, approved NEPA Certification submittal - Category 101A). The submittal shall accompany both draft and final documents and may be in the form of a transmittal letter with the name, date and signature of the QC reviewer. Inadequate delineation reports and/or geospatial data will be returned to the Consultant for correction.

- h. Electronic Files and Transmittal Letter or Email. Consultant shall submit the delineation materials to NDOT in electronic format as described in Section F. All geospatial data shall be post-processed to correct GPS data inaccuracies, compiled into NDOT geodatabase attribute tables, and checked for completeness, accuracy, and conformance to NDOT data standards (see Section F). Geospatial data shall provide an accurate representation of field observations. If contract includes permitting services, Consultant shall submit the wetland delineation to the LPA Design Consultant to assess impacts of the road improvements on wetlands and other WOUS. A Waterway Permit Data Sheet Form will then be completed by the LPA Design Consultant and provided for use in completing the Section 404 permit application. Files shall be accompanied by a transmittal letter or email.

**13. SECTION 404 NATIONWIDE PERMITTING SERVICES – ASSUMED REQUIRED**

- a. Pre-Application Meeting. Consultant shall discuss with NDOT the necessity of a pre-application meeting. If required, the Consultant shall arrange for, attend and conduct a pre-application meeting with USACE, NDOT, the LPA and their Design Consultant, and other interested resource agencies to discuss the wetland delineation and other issues relating to fill and disturbance impacts. Consultant shall prepare meeting agenda and send out one week prior to meeting. Consultant shall prepare and distribute minutes. This activity is considered in-scope; however, Consultant must obtain written approval from the LPA or NDOT when acting on behalf of the LPA to attend and conduct the meeting. **With LPA or NDOT approval, Consultant will be able to use the estimated hours for the meeting attendance and documentation.**
- b. 404 Nationwide Permit Application Package. Consultant shall prepare a first draft of the 404 Permit Application Package consisting of the 404 Permit Application, Wetland Delineation Report, and Waterway Permit Data Sheet from the Design Consultant (this is needed for NDOT review of whether all culverts and other items are included). The package shall include a complete project description, documentation of impacts to all wetlands and WOUS, and wetland and stream channel mitigation. Electronic files of the documents will be submitted to NDOT for review and approval. The Consultant shall revise materials per NDOT comments and resubmit a subsequent draft to NDOT for review and approval.
- c. Jurisdictional Determination (JD) from USACE. In some cases, at NDOT direction, the Consultant shall request USACE to make a Preliminary and/or Final JD decision. The JD request would consist of the Consultant's submittal of either a preliminary wetland determination or a final delineation, along with a cover letter requesting the JD. **If the JD request would require additional supporting documentation beyond that specified above, at NDOT's direction additional scope would be defined and a supplement to this Agreement would be negotiated.**
- d. Agency Coordination. Consultant shall correspond with USACE, in writing or personal contact documented in a telephone memo or meeting notes. Consultant will be available to provide additional information, answer questions, respond to public comments, and attend and conduct a meeting with USACE, if necessary. This activity is considered in-scope, however Consultant must obtain written approval from the LPA, or NDOT on LPA's behalf, to attend and conduct the meeting. **With written approval from LPA, or NDOT on LPA's behalf, Consultant will be able to use the hours for the meeting attendance and documentation.** Any correspondence with the USACE, if necessary, shall be submitted to the NDOT in draft form for approval from LPA, or NDOT on LPA's behalf, at least 10 days before final submittal.
- If needed, Consultant shall coordinate with NDEQ and obtain a letter of 401 Water Quality Certification. If wetlands are non-jurisdictional, Consultant shall obtain a Letter of Opinion from NDEQ, stating compliance with the non-degradation clause of Title 117 Nebraska Surface Water Quality Standards.
- e. Final Deliverables. Consultant shall prepare and submit to LPA, or NDOT on LPA's behalf, the electronic files and hard copies of all materials. For the final package, the Consultant will submit one bound copy to LPA and electronic files to NDOT on the NDOT ftp site. The Consultant shall submit a hard copy of the 404 permit application package to USACE and NDEQ (when required) unless otherwise directed by LPA, or NDOT on LPA's behalf.

**14. SECTION 404 INDIVIDUAL PERMIT APPLICATION (ASSUMED NOT REQUIRED)**

- a. Alternatives Analysis and Sequencing Demonstration. If required, all tasks specified above for Nationwide Permits, also apply to Individual Permits with the following

additional tasks: Consultant shall prepare an Alternatives Analysis and Sequencing Demonstration for inclusion with the Individual Permit Application. For LPA projects, this will involve incorporating materials provided by the LPA's Design Consultant. The Environmental Consultant will also handle coordination activities with the USACE and other regulatory and resource agencies, as needed.

**15. MITIGATION PLAN (SUPPLEMENT NEEDED, IF MITIGATION PLAN IS REQUIRED)**

- a. Mitigation Documentation. If required, the Consultant shall prepare materials for submittal of a conceptual mitigation plan and the associated 12 Components of Mitigation documentation for submittal to the USACE. This will involve incorporating materials provided by the Design Consultant into a single document to identify mitigation locations, types of wetlands and/or channel mitigation to potentially develop, and buffer areas associated with the mitigation areas. **If a Mitigation Plan is needed, additional scope and fee shall be negotiated as a supplement to this Agreement.**
- b. Channel Mitigation. Should the project require channel mitigation, a stream assessment may be required using the USACE Nebraska Stream Condition Assessment Procedures (NeSCAP). **If Channel Mitigation is needed, additional scope and fee shall be negotiated as a supplement to this Agreement.**

**16. PUBLIC INVOLVEMENT MATERIALS**

One Public Information Meeting (Open House Format) is planned.

- a. Public Involvement Plan (PIP). The Consultant will work with the Design Consultant and LPA to develop a Public Involvement Plan in accordance with the NDOT "Nebraska Public Involvement Procedure" to address public notifications, plan for Public Information Meeting, and coordinate meetings with key stakeholders, if necessary. A Public Involvement Plan will be submitted to the NDOT Public Involvement Coordinator and LPA for review and approval prior to further development of outreach materials. (Outreach materials will be created with assistance from the LPA, NDOT, and the LPA Design Consultant). Approved agency and LPA logos must be included on all project materials provided to the public. Any documents showing potential design plans must be stamped "Preliminary Plans". The Consultant shall verify newspaper distribution schedule and critical dates and submittal information related to press releases and legal advertisements.
- b. Mailing Distribution List. Consultant will work with the LPA to compile names and mailing addresses for local officials, city, county, and state agencies, district representatives, community organizations (schools, hospitals, libraries, railroads, and other interested groups [e.g. chamber of commerce, neighborhood associations]). The list will also include residents and businesses located directly adjacent to the project location. Consultant shall coordinate with the County Assessor, online GIS map servers, or LPA to obtain this information.
- c. Official Legal Notice. For the Public Information Meeting, Consultant shall draft the legal notice that will be published in the legal section of a Nebraska Press Association (NPA) recognized newspaper having general circulation within proximity to the project area. The legal notice will include a project description, purpose and need, brief summary of project scope of work, acquisition of property rights, whether or not wetland impacts are anticipated, estimated construction schedule, instructions for obtaining additional information, project point of contact information, accommodation of information and/or materials for protected populations, the date of the Public Information Meeting, and the specified comment period. If applicable, the notices will include detour information, potential Section 4(f) impacts, or no adverse / adverse effect to Section 106 resources. The legal notice must be published once 15 days prior to, but not including, the date of the public information meeting. The public comment period deadline is 15 days after the date of the public information meeting, not including the day of the meeting deadline. The publication of the legal notice starts the 30-day public comment period.
- d. Project Information Meeting Materials. Consultant will prepare materials consisting of the following:
  1. Invitation to the Public Information Meeting for landowners and other project stakeholders identified in the mailing distribution list;
  2. Nametags, Sign-in Sheets, Comment Forms;

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3. Fact sheet suitable for a mailer or handout at the Public Information Meeting should include project location, purpose and need, scope of work, construction schedule, right-of-way or easements needed, potential impacts, estimated cost, as well as any other applicable information;
  4. Project information formatted to poster boards for display at the Public Information Meeting;
  5. Project information formatted to a PowerPoint presentation for use during one-on-one meetings with property owners.
- e. Participation in -One Public Information Meeting. Consultant will assist the LPA in conducting the Public Information Meeting including setup, facilitation, and teardown. Consultant may:
1. Secure a suitable location for the meeting.
  2. Send invitation to property owners and other stakeholders.
  3. Provide a meeting venue floor plan including identification of ADA compliant access routes, location of display and presentation materials, and seating arrangement, if applicable.
  4. Conduct Status Meeting with NDOT Communications and LPA, if needed.
  5. Prepare for and attend the Public Information Meeting (assuming two Environmental Consultants needed).
  6. Prepare for and facilitate a continuity meeting (approx. 15 minutes before the actual public meeting) for the team to briefly go over key facts / information of project and any issues, suggestions of how to approach potential questions/ conflicts to have everyone on the same page. Provide an Agenda / info sheet as needed.
  7. Provide a summary document of the public comments including identification of comments and potential responses with assistance from the LPA.
- f. Comment Responses. Draft responses to comments received from the public during the specified public involvement comment period (30 calendar days) will be directed to the consultant who shall draft responses for LPA and NDOT review and approval. All comments received during the advertised comment period, along with a response to comments, would be compiled for inclusion in the Public Involvement Report and Summary Memo. If more than one comment is received on the same issue, then a similar response can be utilized for each comment.
- Response to comment letters will be generated and mailed to each commenter after review and approval from NDOT Public Involvement specialist.
- g. Assistance with one Key Stakeholder Meeting. Consultant will work with the LPA to coordinate and participate in the key stakeholder meeting. There are approximately 75 individual property owners adjacent to or within the project limits. Consultant shall:
- Invite key stakeholders (including individual property owners).
  - Provide documents prepared for the Public Information Meeting, such as fact sheet and comment form.
  - Provide a PowerPoint slide show to guide the key stakeholder meeting.
  - Provide a summary of key stakeholder meeting comments and potential responses with assistance from the LPA.
  - Support the LPA in responding to comments with document preparation and delivery, if needed.
- h. Public Involvement Report. A Public Involvement Report would be compiled in accordance with the current NDOT Public Involvement procedure and standards and submitted to NDOT for Review. The Public Involvement Report includes the following (at a minimum):
- Environmental Justice (EJ) and Limited English Proficiency (LEP) Analysis

- Public Involvement Plan
  - Notification and advertising
    - Legal notice
    - Request for publication
    - Legal Notice Affidavit (proof of publication)
    - Notification materials (e.g. stakeholder invitation by postcard)
    - Distribution lists
    - News release(s) and any other forms of outreach (websites, signage, social media, etc.), if any
  - Venue information
    - Floor plan
    - ADA accessibility checklist
    - Photos of venue
  - Support materials
    - Handouts
    - Displays and/or Exhibit boards
  - Attendance
    - Sign-in Sheets
    - Photos of the meeting in action
  - Public comments
    - Sample comment sheet
    - Comment matrix / response table
    - Written comments received
    - Final signed written response to comments
- i. Public Involvement Summary Memo. A Public Involvement Summary Memo would be compiled and would include the public involvement method and tools chosen based on the scope and civil rights analysis, the public notification involved (postcard), date and location of the public hearing, number of people in attendance, Nebraska Press Association (NPA) publication locations and dates of the public/legal notice, news release dates, and additional tools utilized. The memo would also include comment period dates and a matrix of both summarized comments and responses. Attachments to the Memo would include:
- Public Notification
  - Original received comments from the public
  - Final signed responses

## 17. GREEN SHEET

- a. Green Sheet Coordination. The Consultant, on behalf of the LPA, will submit the Green Sheet to the NDOT NEPA Specialist and NDOT Local Projects for review. The Green Sheet must be submitted as a Word document with the attachments in a PDF format. The Green Sheet must be developed following Chapter 12 of the NDOT LPA Green Sheet Guidance (<http://dot.nebraska.gov/media/7789/lpa-greensheet-guidelines.pdf>). Review comments received from NDOT will be addressed with the revised Green Sheet documentation resubmitted to NDOT. This task assumes one round of document review and revision.

## 18. PROJECT MANAGEMENT

- a. 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 project correspondence with the LPA or NDOT on LPA's behalf; and maintain project records. Monthly Progress Reports shall be prepared and submitted according to the schedule provided by LPA, which may or may not coincide with Consultant invoicing schedule.
- b. Project Schedule. This task includes preparation of a detailed project schedule documenting project milestones and critical paths. The schedule will be created and maintained using Microsoft Project and will include both the Design and NEPA process. The schedule will be maintained in coordination with the Design Consultant and will be submitted to the LPA and NDOT on a monthly basis.



- c. Quality Control/Quality Assurance. This task includes internal review by the Consultant of any deliverables submitted to the LPA and NDOT.

**19. PROJECT MEETINGS**

- a. Owner Meetings/Progress Meetings. Consultant will attend a project kick-off meeting with the LPA and attend monthly status update Meetings (conference call with quarterly face-to-face) meetings. This task includes activities to prepare for, facilitate, and document project progress meetings.
- b. Plan-in-Hand Meeting. The Consultant will attend the Plan-in-Hand meeting scheduled and facilitated by the Design Consultant. (on-site meeting)
- c. Public Involvement Planning Meeting. The Consultant will meet with the LPA to develop public involvement strategies. The Consultant will be responsible for scheduling the meeting, preparations, facilitations, and preparing meeting minutes.
- d. Pre-Application Meeting. If required, the Consultant shall arrange for, attend and conduct a pre-application meeting with USACE, NDOT, the LPA and their Design Consultant, and other interested resource agencies to discuss the wetland delineation and other issues relating to fill and disturbance impacts. Consultant shall prepare meeting agenda and send out 1 week prior to meeting. Consultant shall prepare and distribute minutes. This activity is considered in-scope; however, Consultant must obtain written approval from the LPA or NDOT when acting on behalf of the LPA to attend and conduct the meeting.

**20. TRAVEL TIME**

- a. Site Visits. Consultant will conduct up to two site visits for technical reviews, as needed.

**E. FINAL DELIVERABLES (identified in "Scope Items Table" and "Consultant Shall Provide (Section D)" above:**

When acting on behalf of LPA, Consultant will prepare final deliverables and submit electronic files and hard copies of all materials to LPA and NDOT for review prior to submittal to FHWA. These will include:

1. Monthly Invoices with Progress Reports per LPA's scheduled delivery dates
2. Meeting Minutes, if meetings are held
3. CE Determination Form for Federal-Aid Projects, and supporting attachments and file data
4. NRCS Form CPA-106 for Corridor Type Projects, if needed
5. Section 106 Review Request Letter, and supporting project location maps
6. Section 4(f) Initial Assessment Form and exception/*de minimis* documentation, if needed
7. Section 6(f) Documentation, if needed
8. Threatened and Endangered Species BE Review Request Letter
9. Hazardous Materials Review (HMR) Report
10. Wetland and Stream Delineation Report - For Full Delineation, USACE Wetland Determination Data Sheets (Midwest or Great Plains Regional Supplements) and Wetland Delineation Report including Plot(s) showing Wetland Boundaries, Wetland Types, OHWM, Waters of US and Location of Data Collection Points and Photos, and associated geospatial data (See Section F data transfer below)
11. 404 Permit Application (Nationwide or Individual) - 404 Permit Application Package consisting of 404 Permit Application, Water Way Permit Data Sheet, and Wetland Delineation Report. For Individual Permits, includes Alternatives Analysis and Sequencing Demonstration (Hard Copy and Electronic Files)
- ~~12. Mitigation Plan, if needed~~
13. Section 404 Authorization Letter, and if required, NDEQ 401 Water Quality Certification or Letter of Opinion regarding compliance with Title 117
- ~~14. A current Jurisdictional Determination from the USACE, if needed~~

15. Public Involvement Plan
16. Official Legal Notice
17. Public Involvement Meeting Documents and Maps
18. Public Involvement Report
19. Public Involvement Summary Memo
20. Comment Response Letters addressed to the public commenter.
21. Quality Control Documentation
22. PDF copies of all materials and final electronic files (e.g., geodatabases for wetland delineations) as stated above. All supporting information shall be submitted to the NDOT for their Project File.

**F. DATA TRANSFER**

1. 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 LPA or NDOT and for all electronic files prepared by the Consultant and supplied to the LPA or NDOT.
2. For wetland delineations - plot(s) showing wetland boundaries, environmental study area boundaries, wetland types, acres, waters of US and location of data collection points and photo points, will be submitted in GIS Geodatabase (.mdb or .gdb). Coordinate system projections for all submittals shall be: NAD 1983 State Plane Nebraska FIPS 2600 (feet). The submittal will include a completed attribute table with relevant information, such as wetland name and type, for each feature, as described in NDOT's (2017) procedure.
3. Electronic files should be submitted with each submittal.

**G. SCHEDULE**

The Consultant shall provide a schedule of activities and deliverables upon award:

1. Notice to Proceed: 15 February 2019
2. Contract End Date: 31 December 2020

SHPO Review and BE Request Letter Due Date Goal	HMR Report Submittal Due Date Goal	Wetland Delineation Report Due Date Goal	Public Involvement Meeting Date Goal	NEPA Draft Document & 404 Permit Application Due Date Goal to NDOT
1 April 2019	1 April 2019	15 June 2019	16 July 2019	1 Nov 2019

# Staffing Plan

# Environmental Services

Project Name: Saltillo Road - S. 27th Street to S. 68th Street  
 Consultant: FHU  
 Consultant PM: Allison Sambol, 402-445-4405, allison.sambol@ff  
 LPA RC/PL: Larry Legg, Lancaster County 402-441-1852, llegg  
 NDOT PC/RC: Glen Steffensmeier, 402-479-3845, glen.steffensn  
 Date: 1/18/2019

Project Number: HSIP-5280(2)  
 Control Number: 13391



#	Code	Classification	#	Code	Classification
1	PM	Project Manager	6	ADM	Administrative
2	SENV	Sr. Environmental Scientist	7	UD1	User Defined 1
3	ENV	Environmental Scientist	8	UD2	User Defined 2
4	ENG	Engineer	9	UD3	
5	DES	Designer/Technician	10	UD4	

<b>Overhead Rate</b> <sup>[1]</sup>	167.51%
<b>Fee for Profit Rate</b> <sup>[2]</sup>	13.30%
<b>FCCM (if applicable)</b>	%

## BLENDING RATES TABLE

Template: T-WB-V1b Consult CAT EX LPA projects (rev GDW 7-14-17)

Employee Name	Job Title & Certifications	Hourly Salary Rate	% Assigned
<b>Project Manager</b>			
Allison Sambol	Senior Env. Scientist	\$50.96	100%
		<b>Blended Rate:</b>	<b>\$50.96</b>
<b>Sr. Environmental Scientist</b>			
Amy Zlotsky	Principal	\$78.37	50%
Carin Richardson	Env. Sci. / Planner V	\$50.00	50%
		<b>Blended Rate:</b>	<b>\$64.19</b>
<b>Environmental Scientist</b>			
Adam Behmer	Env. Sci. / Planner III	\$34.62	33%
Kody Unstad	Env. Sci. / Planner III	\$36.06	33%
Jessica Jurzenski	Env. Sci. / Planner III	\$39.66	34%
		<b>Blended Rate:</b>	<b>\$36.81</b>
<b>Designer/Technician</b>			
Megan Omelas	GIS Specialist IV	\$41.83	25%
Todd Lebov	GIS Specialist II	\$31.97	25%
Blake Walter	Env Sci / Planner I	\$26.44	50%
		<b>Blended Rate:</b>	<b>\$31.67</b>
<b>Administrative</b>			
Jennie Sutton	Administrative Assistant	\$25.00	50%
Linda Stuchlik	Senior Administrative Assistant	\$36.50	50%
		<b>Blended Rate:</b>	<b>\$30.75</b>

**Estimate of Hours**

Environmental Services

Project Name: Saltillo Road - S. 27th Street to S. 68th Street  
 Consultant: FHU  
 Consultant PM: Allison Sambol, FHU, 402-445-4405, allison.sambol@fhueng.com  
 LPA RC/PL: Larry Legg, Lancaster County 402-441-1852, llegg@lancaster.ne.gov  
 NDOT PC/RC: Glen Steffensmeier, 402-479-3845, glen.steffensmeier@nebraska.gov  
 Date: January 18, 2019

Project Number: HISP-5280(2)  
 Control Number: 13391  
 NDOT NEPA Proj Mgr: Jacob Smith  
 Kimberly Baker



SOC Sec		PERSONNEL CLASSIFICATIONS						
		PM	SENI	ENV	ENG	DES	ADM	Total
1	<b>Categorical Exclusion Document and Resource Reviews</b>	46	26	4		4		80
	a. Project Description and Purpose & Need	8	4			4		
	b. CE Determination Form for Federal-Aid Projects (Smart Form)	14	8					
	c. Prepare Project Vicinity & Location maps			4		4		
	d. Documentation Reviews and Revisions	12	6					
	e. CE Quality Control	8	4					
	f. CE Comment Tracking Table	4	4					
2	<b>Airport Coordination</b>	2		4				6
	a. Coordination Request to NDOT Aeronautics Division	2		4				
3	<b>Farmland</b>	1	2					3
	a. Farmland Conversion Form	1	2					
4	<b>Section 106 SHPO/THPO</b>	2				2		4
	a. Section 106 Review Request Letter	2				2		
5	<b>Section 4(f) De Minimis or exception</b>	10	4	36		2		52
	a. Section 4(f) Initial Assessment Form.	2		12		2		
	b. Section 4(f) Documentation, (de Minimis or Exception, OWJ Coordination).	8	4	24				
	c. Individual Section 4(f) Evaluation, (Sup. to Agreement)							
6	<b>Section 6(f) Analysis</b>		2			2		4
	a. Determine if Section 6(f) are present, if present Sup. to Agreement		2			2		
7	<b>Floodplain Review</b>		2			2		4
	a. Determine if proj. is in a Zone A floodplain		2			2		
	b. Floodplain permitting (to be conducted by Design Engineer, or Sup. to Agreement)							
8	<b>Water Quality Review</b>		2					2
	a. Determine if impaired water are in proj area		2					
	b. Coordination with NDEQ		1					
9	<b>T&amp;E Review</b>	1		5				6
	a. Biological Evaluation (BE) Review Request Letter	1		4				
	b. Field Review.			1				
10	<b>Hazardous Materials Review</b>	4		21		4		29
	a. Database review			4				
	b. Site visit			2				
	c. Complete the HMR Visual Reconnaissance Form			1				
	d. Conduct analysis per the Hazardous Materials Review manual			2				
	e. Subsurface investigation, (Sup. to Agreement)							
	f. Prepare a written Hazardous Materials Review Report			12		4		
	g. Quality Control by HMR EP	4						
11	<b>Noise Study and Report (not required)</b>							
12	<b>Wetland and Stream Delineation Services</b>	3	12	109		4		128
	a. Site Visit			40				
	b. Review Existing Resources/Databases.			4				
	c. Farm Service Agency (FSA) Wetland Review. (Sup. to Agreement)							
	d. Delineation Limits.			8		2		
	Estimated Delineation Project Size:							
	Small Del. (< 1 day of field activities)							
	Medium Del. (1-3 days of field activities)							
	Large Del. (> 3 days of field activities)							
	e. Plot Boundaries			24		2		
	f. Documentation of Findings	2	4	32				
	g. Quality Control		8					
	h. Electronic Files and Transmittal Letter or Email.	1		1				
13	<b>Section 404 Nationwide Permitting Services</b>	12	4	34		8		58
	a. Pre-Application Meeting	4		4				
	b. 404 Nationwide Permit Application Package.	2	4	26		8		
	c. Jurisdictional Determination (JD) from the USACE. (Sup. to Agreement)							
	d. Agency Coordination	4		4				
	e. Final Deliverables	2						
14	<b>Section 404 Individual Permitting Application (not required)</b>							
	a. Alternatives Analysis and Sequencing Demonstration							
15	<b>Mitigation Plan</b>							
	a. Mitigation Documentation, if Mitigation Plan then Sup to Agreement.							
16	<b>Preparation of Public Involvement Materials</b>	79	20	96		30	24	249
	a. Develop a Public Involvement Plan	4	6					
	b. Distribution List	1		2			2	
	c. Official Legal Notice.	2	2	4				
	d. Prepare a Project Information Packet	8		16		4	8	
	e. Participation in Public Information Meeting(s)	20	10	16		16	6	
	f. Draft responses to comments received from the public	16	2	24				
	g. Participation in key stakeholder meeting	20		10			6	
	h. Public Involvement Report	4		12		10	2	
	i. Public Involvement Summary Memo	4		12				
17	<b>Green Sheet</b>	2		8				10
	a. Green Sheet	2		8				
18	<b>Project Management</b>	91	6					97
	a. Project Management	65						
	b. Project Schedule	10						
	c. Quality Control/ Quality Assurance	16	6					
19	<b>Project Meetings</b>	56		12				68
	a. Owner Meetings/Progress Meetings (preparation, attendance, minutes)	40		10				
	b. Plan-in-Hand Meeting (on-site)	10						
	c. Public Involvement Planning Meeting (preparation, attendance, minutes)	6		2				
20	<b>Travel Time</b>	22	1	3				26
	a. Site Visit			2				
	b. Other, wetland delineation		1	1				
	c. Meetings	22						
	<b>Total Days</b>	<b>47.3</b>	<b>11.6</b>	<b>47.4</b>		<b>8.3</b>	<b>3.4</b>	<b>117.4</b>
	<b>Total Hours</b>	<b>331</b>	<b>81</b>	<b>332</b>		<b>56</b>	<b>24</b>	<b>622</b>

Subtotal Cat Ex (Level 3)	155
Subtotal Technical Documents	35
Subtotal Wetlands	186
	626



## Project Cost Breakdown

## Environmental Services

**Project Name:** Saltillo Road - S. 27th Street to S. 68th Street  
**Consultant:** FHU  
**Consultant PM:** Allison Sambol, 402-445-4405, allison.sambol@fhueng.com  
**LPA RC/PL:** Larry Legg, Lancaster County 402-441-1852, llegg@lancaster.ne.gov  
**NDOT PC/RC:** Glen Steffensmeier, 402-479-3845, glen.steffensmeier@nebraska.gov  
**Date:** January 18, 2019

**Project Number:** HSIP-5280(2)  
**Control Number:** 13391



DIRECT LABOR COSTS			
Classification	Hours	Rate	Amount
Project Manager	331	\$50.96	\$16,867.76
Sr. Environmental Scientist	81	\$64.19	\$5,199.39
Environmental Scientist	332	\$36.81	\$12,220.92
Designer/Technician	58	\$31.67	\$1,836.86
Administrative	24	\$30.75	\$738.00
	826	<b>Subtotal</b>	<b>\$36,862.93</b>

DIRECT EXPENSES		Amount
Subconsultants:		
Printing And Reproduction:		\$492.50
Mileage/Travel:		\$1,206.96
Lodging/Meals:		
Other Miscellaneous Costs:		\$145.00
	<b>Subtotal</b>	<b>\$1,844.46</b>

TOTAL PROJECT COSTS		Amount
Direct Labor Costs		\$36,862.93
Overhead @ 167.51%		\$61,749.09
Total Labor Costs		\$98,612.02
Fee for Profit Rate @ 13.30%		\$13,115.40
Facility Capital Cost of Money (FCCM) @	(direct labor cost x FCCM%)	
Direct Expenses		\$1,844.46
	<b>TOTAL COST</b>	<b>\$113,571.88</b>



# Travel Calculations & Notes

# Environmental Services

**Project Name:** Saltillo Road - S. 27th Street to S. 68th Street  
**Project Number:** HSIP-5280(2)  
**Consultant:** FHU  
**Control Number:** 13391  
**Consultant PM:** Allison Sambol, 402-445-4405, allison.sambol@fhueng.com  
**LPA RC/PL:** Larry Legg, Lancaster County 402-441-1852, llegg@lancaster.ne.gov  
**NDOR PC/RC:** TBD  
**Date:** September 28, 2018

## Trip Mileage and Time Calculations

Starting Location:	9th Street	Omaha	Omaha		Travel Summary	
Ending Location:	Saltillo Road	Saltillo Road	LanCo/NDOT		Miles	Hours
Roundtrip distance to/from (miles):	24.00	120	120			
Roundtrip travel time (minutes):	60.00	120.00	120.00			
# of Roundtrips/Staff ->		2	9			
-> PM					1,320	22.0
-> SENV	1				24	1.0
-> ENV	3				72	3.0
-> ENG					0	0.0
-> DES					0	0.0
-> ADM					0	0.0
-> UD1					0	0.0
-> UD2					0	0.0
-> UD3					0	0.0
-> UD4					0	0.0
				<b>Total:</b>	<b>1,416</b>	<b>26.0</b>

Note: Total miles assumes each staff travels separately

## Notes & Assumptions

PM and SENV for Public Involvement Meetings. 2 ENV for wetland delineation.

PM for progress meetings.



**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.

**RESOLUTION**

**SIGNING OF NEPA SERVICES LOCALLY FUNDED AGREEMENT – BK1902**

Lancaster County

Resolution No. \_\_\_\_\_

**Whereas:** Lancaster County is developing a transportation project for which it intends to obtain Federal funds;

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

**Whereas:** Lancaster County and Felsburg Holt & Ullevig wish to enter into a Services Agreement to provide NEPA services for the Federal-aid project.

**Be It Resolved:** by the Board of Commissioners of Lancaster County that:

Jennifer Brinkman, Chair of the Lancaster County Board of Commissioners, is hereby authorized to sign the attached NEPA services agreement between Lancaster County, Nebraska and Felsburg Holt & Ullevig.

NDOR Project Number: HSIP-5280(2)

NDOR Control Number: 13391

NDOR Project Description: Saltillo Road – S. 27<sup>th</sup> Street to S. 68<sup>th</sup>

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2019 at \_\_\_\_\_ Nebraska.  
(Month)

The Board of Commissioners of Lancaster County, Nebraska

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

Board/Council Member \_\_\_\_\_  
Moved the adoption of said resolution  
Member \_\_\_\_\_ Seconded the Motion  
Roll Call: \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Abstained \_\_\_\_\_ Absent  
Resolution adopted, signed and billed as adopted

Attest:

\_\_\_\_\_  
Signature County Clerk



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/7/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> USI Colorado, LLC Prof Liab P.O. Box 7050 Englewood CO 80155	<b>CONTACT NAME:</b> <b>PHONE (A/C. No. Ext):</b> 800-873-8500		<b>FAX (A/C. No):</b>
	<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>
INSURER A : Phoenix Insurance Company			25623
INSURER B : Charter Oak Fire Insurance Company			25615
INSURER C : Travelers Indemnity Company			25658
INSURER D : XL Specialty Insurance Company			37885
INSURER E :			
INSURER F :			

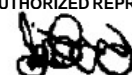
**COVERAGES** **CERTIFICATE NUMBER:** 932998510 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	6802J252902	6/21/2018	6/21/2019	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA3008L260	6/21/2018	6/21/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	CUP6540Y22A	6/21/2018	6/21/2019	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	UB6K434639	6/21/2018	6/21/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Professional Liab. incl Pollution Claims Made		Y	DPR9927645	6/21/2018	6/21/2019	Per Claim Annual Aggregate	\$2,000,000 \$5,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 As required by written contract or written agreement, the following provisions apply subject to the policy terms, conditions, limitations and exclusions: The Certificate Holder and owner are included as Automatic Additional Insured's for ongoing and completed operations under General Liability; Designated Insured under Automobile Liability; and Additional Insureds under Umbrella / Excess Liability but only with respect to liability arising out of the Named Insured work performed on behalf of the certificate holder and owner. The General Liability, Automobile Liability, Umbrella/Excess insurance applies on a primary and non contributory basis. A Blanket Waiver of Subrogation applies for General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation. The Umbrella / Excess Liability policy provides excess See Attached...

**CERTIFICATE HOLDER** **CANCELLATION**

Lancaster County 444 Cherrycreek Road, Building C Lincoln NE 68528	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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**ADDITIONAL REMARKS SCHEDULE**

AGENCY USI Colorado, LLC Prof Liab		NAMED INSURED Felsburg Holt & Ullevig, Inc. 6300 S. Syracuse Way, #600 Centennial CO 80111	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

coverage over the General Liability, Automobile Liability and Employers Liability.

Please note that Additional Insured status does not apply to Professional Liability or Workers' Compensation.

Additional Insured: Lancaster County, Nebraska  
 RE: Saltillo Rd - S. 27th Street to S 68th Street



## COMMERCIAL AUTO

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

### D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2) of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4) of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### E. TRAILERS – INCREASED LOAD CAPACITY

The following replaces Paragraph C.1. of **SECTION I – COVERED AUTOS**:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

### F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

#### Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Covered Autos Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" to any one "auto" that you hire, rent or borrow is the lesser of:

(a) \$50,000;

(b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

(a) Any "auto" that is hired, rented or borrowed with a driver; or

(b) Any "auto" that is hired, rented or borrowed from your "employee".

### G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

### H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

Paragraph C.1.b. of **SECTION III – PHYSICAL DAMAGE COVERAGE** is deleted.

### I. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

### J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

#### Personal Property Coverage

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Property coverage.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

**1. The following is added to SECTION II - WHO IS AN INSURED:**

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the lim-

its of insurance described in Section III - Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

**2. The following is added to Paragraph 4.a. of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is

## COMMERCIAL GENERAL LIABILITY

available to the additional insured when that person or organization is an additional insured under any other insurance.

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you be-

fore, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.



**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY  
ENDORSEMENT WC 00 03 13 (00) - 01**

POLICY NUMBER:

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**SCHEDULE**

**DESIGNATED PERSON:**

**DESIGNATED ORGANIZATION:**

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS  
COMPLETED A WRITTEN AGREEMENT TO PROVIDE THIS WAIVER.

DATE OF ISSUE:

ST ASSIGN:

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POLICY NUMBER: BA-3008L260-18-GRP

EFFECTIVE DATE: 06-21-18

ISSUE DATE: 06-20-18

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS BY LINE OF BUSINESS.

IL T0 02 11 89 COMMON POLICY DECLARATIONS  
IL T8 01 10 93 FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS  
IL T0 01 01 07 COMMON POLICY CONDITIONS

COMMERCIAL AUTOMOBILE

CA T0 01 02 15 BA- COVERAGE PART DECS (ITEMS 1 & 2)  
CA T0 02 02 15 BA COVERAGE PART DECS (ITEM 3)  
CA T0 03 02 15 BA COVERAGE PART DECS (ITEMS 4 & 5)  
CA T0 30 02 16 BA/AD/MC COV PART SUPPL SCH - ITEM TWO  
CA T0 31 02 15 TABLE OF CONTENTS-BUSINESS AUTO COV FORM  
CA 00 01 10 13 BUSINESS AUTO COVERAGE FORM  
CA T4 20 02 15 AUTO COVERAGE PLUS ENDORSEMENT  
CA T4 59 02 15 AMENDMENT OF EMPLOYEE DEFINITION  
CA T4 61 11 10 BROAD FORM NAMED INSURED  
CA 01 13 10 13 COLORADO CHANGES  
CA 01 56 11 13 NEBRASKA CHANGES  
CA 04 40 10 13 COLORADO AUTO MEDICAL PAYMENTS COVERAGE  
CA 20 01 10 13 LESSOR - ADDL INSURED AND LOSS PAYEE  
CA 20 70 10 01 COV FOR CERT OPER IN CONNECTION WITH RR  
CA 21 50 07 17 CO UM MOTORISTS COVERAGE-BODILY INJURY  
CA 21 70 10 13 NE UM AND UIM COVERAGE  
CA 99 35 11 13 NEBRASKA AUTO MEDICAL PAYMENTS COVERAGE  
CA T3 68 01 04 HIRED CAR-WORLDWIDE COV TERRITORY  
CA T3 69 01 04 ADD'L COND-UNINTENTIONAL ERRORS/OMISS  
CA T3 74 02 99 HIRED AUTO PHYSICAL DAMAGE-LOSS OF USE  
CA 02 21 12 17 NEBRASKA CHANGES - CANCELLATION

INTERLINE ENDORSEMENTS

IL T4 00 12 09 DESIGNATED ENTITY-C/NR PROVIDED BY US  
IL T4 12 03 15 AMNDT COMMON POLICY COND-PROHIBITED COVG  
IL 00 21 05 02 NUCLEAR ENERGY LIAB EXCL END-BROAD FORM  
IL 00 21 09 08 NUCLEAR ENERGY LIAB EXCL END-BROAD FORM  
IL 01 25 11 13 COLORADO CHANGES - CIVIL UNION  
IL 01 69 09 07 CO CHANGES CONCEAL MISREP OR FRAUD  
IL 02 28 09 07 CO CHANGES-CANCELLATION AND NONRENEWAL  
IL T3 05 07 15 INSURER AMENDMENT ENDORSEMENT  
IL T0 10 12 86 LENDERS CERTIFICATE OF INSURANCE-FORM A

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

CGD425 (07-08) - OTHER INSURANCE ADDITIONAL INSUREDS PRIMARY AND  
NONCONTRIBUTORY WITH RESPECT TO CERTAIN OTHER INSURANCE

This endorsement modifies insurance provided under the following:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE - ADDITIONAL INSUREDS -PRIMARY AND NON-CONTRIBUTORY WITH  
RESPECT TO CERTAIN OTHER INSURANCE

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to Paragraph 4. a., Primary Insurance, of SECTION  
IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

However, if you specifically agree in a written contractor agreement that the insurance afforded to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought is caused by an "occurrence" that takes place; and
- (2) The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense that is committed; subsequent to the signing and execution of that contract or agreement by you.

CG D4 25 07 08

2008 The Travelers Companies, Inc.

Page 1 of 1

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person or organization that you have agreed in a written contract or agreement to waive your right of recovery against, but only for payments we make because of:

1. "Bodily injury" or "property damage" that occurs; or
2. "Personal injury" or "advertising injury" caused by an offense committed; after you have executed that contract or agreement.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV-COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazards." This waiver applies only to the person or organization shown in the Schedule above.

G 24 04 10 93

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GENERAL PURPOSE ENDORSEMENT  
OFFICE PAC

POLICY NUMBER: 680-2J252902-18-47  
ISSUE DATE: 06/20/2018

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

Page 1 of 1

GENERAL PURPOSE ENDORSEMENT  
OFFICE PAC

POLICY NUMBER: 680-2J252902-18-47  
ISSUE DATE: 06/20/2018

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

CG2037 (07-04) - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -  
COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED  
OPERATIONS

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

NAMES OF ADDITIONAL INSURED PERSON(S) OR ORGANIZATION(S):  
Any person or organization that you agree in a written contract  
to include as an additional insured on this Coverage Part for  
"bodily injury" or "property damage" included in the  
products-completed operations hazard, provided that such  
contract was signed and executed by you before, and is in effect  
when, the "bodily injury or "property damage" occurs.

LOCATION AND DESCRIPTION OF COMPLETED OPERATIONS: Any project to  
which a written contract with the Additional Insured Person(s)  
or Organization(s) in the Schedule applies.

(INFORMATION REQUIRED TO COMPLETE THIS SCHEDULE, IF NOT SHOWN  
ABOVE, WILL BE SHOWN IN THE DECLARATIONS.)

A. SECTION II - WHO IS AN INSURED IS AMENDED TO INCLUDE AS AN ADDITIONAL  
INSURED THE PERSON(S) OR ORGANIZATION(S) SHOWN IN THE SCHEDULE, BUT ONLY  
WITH RESPECT TO LIABILITY FOR "BODILY INJURY", "PROPERTY DAMAGE"  
CAUSED, IN WHOLE OR IN PART, BY "YOUR WORK" AT THE LOCATION DESIGNATED  
AND DESCRIBED IN THE SCHEDULE OF THIS ENDORSEMENT PERFORMED FOR  
THAT ADDITIONAL INSURED AND INCLUDED IN THE "PRODUCTS-COMPLETED  
OPERATIONS HAZARD".

CG 20 37 07 04

GENERAL PURPOSE ENDORSEMENT  
OFFICE PAC

POLICY NUMBER: 680-2J252902-18-47  
ISSUE DATE: 06/20/2018

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

CG2037 (07-04) - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -  
COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

CGD361 (03-05) - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -  
SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -  
SCHEDULED PERSON OR ORGANIZATION

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

NAMES OF ADDITIONAL INSURED PERSON(S) OR ORGANIZATION(S):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed and executed by you before, and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

LOCATION OF COVERED OPERATIONS: Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies

(INFORMATION REQUIRED TO COMPLETE THIS SCHEDULE, IF NOT SHOWN ABOVE, WILL BE SHOWN IN THE DECLARATIONS.)

A. SECTION II - WHO IS AN INSURED IS AMENDED TO INCLUDE AS AN ADDITIONAL INSURED THE PERSON(S) OR ORGANIZATION(S) SHOWN IN THE SCHEDULE, BUT ONLY WITH RESPECT TO LIABILITY FOR "BODILY INJURY", "PROPERTY DAMAGE", PERSONAL INJURY OR "ADVERTISING INJURY" CAUSED, IN WHOLE OR IN PART, BY:

1. YOUR ACTS OR OMISSIONS; OR
2. THE ACTS OR OMISSIONS OF THOSE ACTING ON YOUR BEHALF;  
IN THE PERFORMANCE OF YOUR ONGOING OPERATIONS FOR THE ADDITIONAL INSURED(S) AT THE LOCATION(S) DESIGNATED ABOVE.

B. WITH RESPECT TO THE INSURANCE AFFORDED TO THESE ADDITIONAL INSURED, THE FOLLOWING ADDITIONAL EXCLUSIONS APPLY;

This insurance does not apply to bodily injury or property damage" occurring, or personal injury or advertising injury arising out of an offense committed, after:



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

CGD361 (03-05) - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -  
SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

1. ALL WORK, INCLUDING MATERIALS, PARTS OR EQUIPMENT FURNISHED IN CONNECTION WITH SUCH WORK, ON THE PROJECT (OTHER THAN SERVICE, MAINTENANCE OR REPAIRS) TO BE PERFORMED BY OR ON BEHALF OF THE ADDITIONAL INSURED(S) AT THE LOCATION OF THE COVERED OPERATIONS HAS BEEN COMPLETED;  
OR
2. THAT PORTION OF "YOUR WORK" OUT OF WHICH THE INJURY OR DAMAGE ARISES HAS BEEN PUT TO ITS INTENDED USE BY ANY PERSON OR ORGANIZATION OTHER THAN ANOTHER CONTRACTOR OR SUBCONTRACTOR ENGAGED IN PERFORMING OPERATIONS FOR A PRINCIPAL AS A PART OF THE SAME PROJECT.

CGD361 0305

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ONE TOWER SQUARE  
HARTFORD CT 06183

**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 00 03 13 (00) - 001**

POLICY NUMBER: UB-6K434639-18-47-E

## **WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

### **SCHEDULE**

**DESIGNATED PERSON:**

**DESIGNATED ORGANIZATION:**

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED  
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS  
WAIVER.