

NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

2/10/2020

Mr. Scott Huppert
435 N Park
Fremont, NE 68025

RE: 22792, ER-3490(13), Hooper North – Logan Creek
Professional Services Agreement for Preliminary Engineering Services

Scott,

Enclosed please find two originals of the professional services agreement between Speece Lewis Engineers, Inc., and Dodge County for Preliminary Engineering Services for the Hooper North – Logan Creek project. A signing resolution is also enclosed. Please review, have Dodge County Attorney review it necessary, and forward the agreements to the Dodge County Board of Supervisors to have Mr. Missel sign the agreement. The signing resolution will need to be signed by all members of the Board of Supervisors. After securing the required signatures from return the signed agreement with the signing resolution to my attention for final approval and processing.


If you have any questions, please do not hesitate to contact me.

Sincerely,

Richard Houck

Richard Houck
Project Coordinator
NDOT Local Assistance Division
402-479-3600
richard.houck@nebraska.gov

Agenda Item # 24d
Date 2-26-2020

 COPY

2020 FEB 12 PM 11:31
RECEIVED
Dodge Co Highway Dept

Kyle Schneuwels, P.E., Director
Department of Transportation

MAILING ADDRESS PO Box 94759
Lincoln, NE 68509-4759

PHYSICAL ADDRESS 1500 Highway 2
Lincoln, NE 68502

PHONE 402-471-4567
EMAIL NDOT.ContactUs@nebraska.gov

dot.nebraska.gov

Task Order Agreement No.	BK1957
Master Agreement No.	BK1940
Effective (NTP) Date	01-27-2020
Task Order Amount	SRC \$52,151.10

ON-CALL PROFESSIONAL SERVICES TASK ORDER AGREEMENT LPA PROJECTS

DODGE COUNTY, NEBRASKA
SPEECE LEWIS ENGINEERS, INC.
PROJECT NO. ER-3490(13)
CONTROL NO. 22792
Hooper North, Logan Creek
Preliminary Engineering



THIS AGREEMENT, is between the DODGE COUNTY, NEBRASKA ("LPA") and SPEECE LEWIS ENGINEERS, INC. ("Consultant"), and collectively referred to as the "Parties".

WHEREAS, Consultant entered into an On-Call Professional Services Master Agreement, No. BK1940 ("Master Agreement"), with the Nebraska Department of Transportation ("State") wherein Consultant agreed to provide Preliminary Engineering ("Services") for future Federal-aid transportation projects, when selected by LPA or State, and

WHEREAS, LPA desires that this project be developed and constructed under the designation of Project No. ER-3490(13) and formally authorizes the signing of this Agreement, as evidenced by the Resolution of LPA dated _____ day of _____, 2020, attached as Exhibit "C" and incorporated herein by this reference, and

WHEREAS, LPA, or State on LPA's behalf, selected Consultant to provide professional services for the subject project, and

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

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

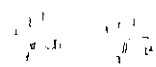
WHEREAS, Consultant and LPA intend that the Services provided by Consultant comply with all applicable federal-aid transportation project related program requirements so that Consultant's costs under this Task Order will be eligible for federal reimbursement, and

WHEREAS, the LPA and Consultant intend that this Task Order be completed in accordance with the terms and conditions of the Nebraska LPA Guidelines Manual for Federal Aid Projects; hereinafter referred to as LPA Manual (See definition in Section 1), and

WHEREAS, Consultants primary contact for LPA's project is LPA's Responsible Charge when LPA is managing the project, and

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

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



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

NOW THEREFORE, in consideration of these facts, Consultant and LPA agree as follows:

SECTION 1. CONTACT INFORMATION

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

1.1 Consultant Project Manager

Firm Name	Speece Lewis Engineers, Inc.
Address	906 S. 26 th St. #3051, Lincoln, NE 68510
Project Manager's Name	Chris Lane
Project Manager's Phone	402-483-5466

1.2 State Project Coordinator

Name	Richard Houck
Phone Number	402-479-3600

1.3 LPA RC

Name	Scott Huppert
Phone Number	402-727-2722

1.4 State Agreements Specialist

Name	Dawn Knott
Phone Number	402-479-4414

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

- 2.1 State on LPA's behalf, will issue Consultant a written Notice-to-Proceed upon 1) full execution of this Agreement, 2) State's determination on LPA's behalf, that federal funding approval has been obtained for the project and 3) State's concurrence that the form of this Agreement is acceptable for federal funding eligibility.
Invoiced charges for services performed by Consultant on the project prior to the date specified in the written Notice to Proceed will not be paid by State on LPA's behalf.
- 2.2 In the event that prior to the Effective Date of this Task Order, LPA, State on LPA's behalf, issues Consultant a Notice-to-Proceed and Consultant began work, State, on LPA's behalf will pay for such work in accordance with this Task Order and the Parties are bound by this Task Order as if the work had been completed after the Effective Date of this Task Order.
- 2.3 Consultant shall complete all the Services according to the schedule in attached Exhibit "A" and shall complete all Services required under this Task Order in a satisfactory manner by August 1, 2021. Costs incurred by Consultant after the completion date are not eligible for reimbursement unless LPA, or State on LPA's behalf, has provided a written extension of time. Extensions of the time to complete the services must not be construed as an extension to the duration of this Task Order.
- 2.4 The completion date will not be extended because of any avoidable delay attributed to Consultant, but delays not attributable to Consultant, such as delays attributed to LPA or State, may, upon request, constitute a basis for an extension of time.

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

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

SECTION 4. TASK ORDER SCOPE OF SERVICES

- 4.1 Consultant agrees that the entire Scope of Services for this Task Order includes SECTION 5. SCOPE OF SERVICES of the Master Agreement, and the Scope of Services as set out in Exhibit "A", attached and incorporated herein by this reference. This Task Order Scope of Services will govern over any contrary language in the Scope of Services of the Master Agreement.
- 4.2 Upon receiving a written notice to proceed from LPA, or State on LPA's behalf, Consultant shall complete the Services required under this Task Order and in accordance with the terms of the Master Agreement.

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

- 5.1 Consultant has provided LPA and State with a Staffing Plan, described in Exhibit "A", attached and incorporated herein by this reference. The Staffing Plan identifies the employees of Consultant who are anticipated to provide services under this Task Order. Consultant understands that LPA and State are relying on key personnel from Consultant's Staffing Plan to be primarily responsible for completing the Services under this Task Order. LPA and State consider the Principals, Senior level staff, Project Managers, Team Leaders or other similar classifications, to be the key personnel for the services provided. Consultant may make occasional temporary changes to the key personnel. However, any permanent change to key personnel will require prior written approval from LPA and State.
- 5.2 Personnel who are added to the Staffing Plan as replacements must be persons of comparable training and experience. Personnel added to the Staffing Plan as new personnel and not replacements must be qualified to perform the intended services. Failure on the part of Consultant to provide acceptable replacement personnel or qualified new personnel to keep the services on schedule will be cause for termination of this Task Order, with settlement to be made as provided in Exhibit "B", attached and incorporated herein by this reference.

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

- 6.1 Consultant agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. Consultant agrees to contractually require any subconsultants to use a federal

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

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

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

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

- a. Consultant must complete the United States Citizenship Attestation form and attach it to this Task Order. This form is available on the Department of Transportation's website at <http://dot.nebraska.gov/media/2802/dr289.pdf>.
- b. If Consultant indicates on such Attestation form that he or she is a qualified alien, Consultant agrees to provide the US Citizenship and Immigration Services documentation required to verify Consultant lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
- c. Consultant understands and agrees that lawful presence in the United States is required and Consultant may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

SECTION 7. FEES AND PAYMENTS

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

SECTION 8. SUSPENSION OR TERMINATION (Unique)

8.1 Suspension or Termination

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

- a. A loss, elimination, decrease, or re-allocation of funds that, in the sole discretion of LPA, or State on LPA's behalf, make it difficult, unlikely or impossible to have sufficient funding for the Services or the project;
- b. LPA, or State on LPA's behalf, abandons the Services or the project for any reason;

- c. Funding priorities of LPA, or State on LPA's behalf, have changed;
- d. LPA, or State on LPA's behalf, determines, in its sole discretion, that the interests of LPA, or State on LPA's behalf, are best protected by suspension or termination of this Task Order;
- e. Consultant fails to meet the schedule, milestones, or deadlines established in this Task Order or agreed to in writing by the Parties;
- f. Consultant fails to provide acceptable replacement personnel or qualified new personnel as determined by LPA, or State on LPA's behalf;
- g. Consultant has not made sufficient progress to assure that the Services are completed in accordance with the schedule in attached Exhibit "A", or in a timely manner;
- h. Consultant fails to meet the standard of care applicable to the Services;
- i. Consultant fails to meet the performance requirements of this Task Order;
- j. Consultant's breach of a provision of this Task Order or failure to meet a condition of this Task Order;
- k. Consultant's unlawful, dishonest, or fraudulent conduct in Consultant's professional capacity;
- l. Consultant fails to complete the project design in a form that is ready for letting a contract for construction according to the approved contract documents, including, but not limited to, project plans and specifications;

8.2 Suspension

- a. **Suspension for Convenience.** LPA, or State on LPA's behalf, may suspend for convenience by giving Consultant notice of the date of suspension, which date will be no fewer than three (3) business days after notice is given. Such notice will provide the reason(s) for such suspension. Consultant will not be compensated for any Services completed or costs incurred after the date of suspension. Consultant shall provide LPA, or State on LPA's behalf, a detailed summary of the current status of the Services completed and an invoice of all costs incurred up to and including the date of suspension.
- b. **Suspension for Cause.** If LPA, or State on LPA's behalf, suspends Consultant's work for cause or for issues related to performance, responsiveness or quality that must be corrected by Consultant, LPA, or State on LPA's behalf, will give Consultant notice of the date of suspension, which date will be no fewer than three (3) business days after notice is given. LPA's notice of suspension, or State's notice of suspension on LPA's behalf, will provide Consultant with the reason(s) for the suspension, a timeframe for Consultant to correct the deficiencies, and when applicable, and a description of the actions that must be taken for LPA, or State on LPA's behalf, to rescind the suspension. Consultant's right to incur any additional costs will be suspended at the end of the day of suspension and will continue until all remedial action is completed to the satisfaction of LPA, or State on LPA's behalf. Failure to correct the deficiencies identified in a suspension will be grounds for termination of this Task Order.

8.3 Termination

If LPA, or State on LPA's behalf, terminates this Task Order, LPA, or State on LPA's behalf, shall give Consultant notice of the date of termination, which shall be no fewer

than three (3) business days after notice is given. Notice of termination from LPA, or State on LPA's behalf, shall provide Consultant with a description of the reason(s) for the termination. Notice from LPA, or State on LPA's behalf, must specify when this Task Order will be terminated along with the requirements for completion of the work under this Task Order. Consultant's right to incur any additional costs shall cease at the end of the day of termination or as otherwise provided by LPA, or State on LPA's behalf.

8.4 Compensation upon suspension or termination

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

SECTION 9. SECTIONS INCORPORATED BY REFERENCE

For the convenience of the parties, for consistency for funding review, and in an effort to reduce the length of this Task Order, the LPA and Consultant agree to be bound by and hereby incorporate by this reference as if fully set forth herein, Sections 11 through 13, and 15 through 28 of the Master Agreement for Preliminary Engineering for LPA projects BK1940 between State and Consultant, dated September 5, 2019, with one recurring change:

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

SECTION 10. CONSULTANT CERTIFICATIONS

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

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

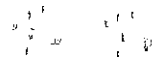
10.2 Neb. Rev. Stat. § 81-1715(1). I certify compliance with the provisions of Section 81-1715 and, to the extent that this Task Order is a lump sum, specific rates of compensation, or actual cost-plus-a-fixed fee professional service agreement, I hereby certify that wage rates and other factual unit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

SECTION 11. LPA CERTIFICATION

- 11.1 By signing this Task Order, I do hereby certify that, to the best of my knowledge, Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Task Order to:
- (a) employ or retain, or agree to employ or retain, any firm or person, or
 - (b) pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.
- 11.2 I acknowledge that this certification is to be furnished to the FHWA, upon their request, in connection with this Task Order involving participation of Federal-Aid highway funds and is subject to applicable state and federal laws, both criminal and civil.

SECTION 12. ENTIRE AGREEMENT

The Master Agreement, all supplements thereto, and this Task Order constitute the entire agreement ("The Task Order ") between the Parties. The Task Order supersedes previous communications, representations, or other understandings, either oral or written; and all terms and conditions of the Master Agreement and supplements thereto remain in full force and effect, and are incorporated herein.



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

EXECUTED by Consultant this 6th day of February, 2020.

SPEECE LEWIS
Chris Lane, P.E.



Chris Lane
Vice President

STATE OF NEBRASKA)
)ss.
LANCASTER COUNTY)

SUBSCRIBED AND SWORN to before me this 6th day of February, 2020.

Margery A. Haney
Notary Public

EXECUTED by DODGE COUNTY this _____ day of _____, 2020.

DODGE COUNTY
Bob Missel

Chair, Board of Supervisors

Subscribed and sworn to before me this _____ day of _____, 2020.

Clerk

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

Date

Consultant Work Order (Local Projects)

Project No.: ER-349D(13)		Control No.: 22792
Consultant: (Name and Representative) Speece Lewis, Chris Lane	Agreement No.: BK1956	Work Order No.: 0
LPA: (Name and Representative) Dodge County, Scott Huppert		Const. Change Order No.: (If applicable)
<p>All parties agree the following described work needs to be performed by the consultant as part of the referenced project. All parties concur and hereby give notice to proceed based on the following: justification to modify contract, scope of services, deliverables, schedule, and estimated total fee. All other terms of existing agreements between the parties are still in effect. It is understood by all parties that the work described herein will become part of a future supplement to the agreement indicated above.</p>		
<p>Justification to modify agreement: (Include scope of services, deliverables, and schedule) contract documents have been reviewed and approved, funds have been obligated. Using DR250 as NTP while agreements route for signatures.</p>		
Work Title	Summary of Fee	
	A. Total Direct Labor Cost	=
	B. Overhead (Factor * x A)	=
	C. A + B	=
	D. Profit/Fee (Factor ** x C)	=
*Overhead Factor: %	E. FGCM (Factor*** x A)	=
**Profit/Fee Factor: %	F. Direct Non-Labor Cost	=
***Facility Capital Cost of Money (FGCM): %	G. Subconsultant Services	=
Total Fee Notes:	TOTAL FEE: C + D + E + F + G	=
	<input type="checkbox"/> ESTIMATED TOTAL FEE:	
	<input type="checkbox"/> FINAL TOTAL FEE:	\$49,823.20

Work Order Authorization – May be granted by email and attached to this document.

Consultant:

Chris Lane Chris Lane 8/24/2020
Name Signature Date

LPA: Scott Huppert Scott Huppert 1/24/2020
Name Signature Date

LPS PC (for Preliminary Engineering) and State Rep. (for Construction Engineering):

Richard Houch Richard Houch 1/28/2020
Name Signature Date

LPS Unit Head Review (for PE Phase):

Nicke Taylor Nicke Taylor 01/27/20
Name Signature Date

LPS Manager or Construction Engineer (Construction Phase):

Name Signature Date

FHWA: (FHWA Approval on Full Oversight Projects Only):

Name Signature Date

Notice to Proceed will be granted by email by:
LPS PC for Preliminary Engineering & CD PC for Construction Engineering.

FMIS Approval Date: 12/5/19
Notice to Proceed Date: 01/27/20

Distribution: Consultant, LPA-RC, State Rep., FHWA, LPS PC, NDOT Agreements Engineer, Highway Funds Manager, CD PC

EXHIBIT "A"

SCOPE OF SERVICES

Dodge County Channel Repair, County Road 'F' over Logan Creek

Dodge County

Project Number: ER-3490(13)

Control Number: 22792

ENGINEERING DESIGN, ENVIRONMENTAL AND

CONSTRUCTION ENGINEERING PHASE SERVICES

PROJECT DESCRIPTION

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

Project description: Design channel repair and culvert drop structures for the bridge crossing Logan Creek on County Road 'F' in Dodge County. Items to be performed:

- Topographic engineering survey
- Stream analysis
- Environmental documents and permits (NEPA)
- Design roadway ditch culverts that drop into the stream
- Provide ROW plans (no new ROW is anticipated, only temp easements)
- Rip-Rap Channel protection design
- Opinion of probable cost

TASKS AND TASK ASSIGNMENTS

Projects located in the jurisdictional area of the Metropolitan Area Planning Agency, Omaha (MAPA) and a Responsible Charge (RC) who is an employee of the respective Local Public Agency will manage the jurisdictional area of Lincoln City Lancaster County (LCLC). Projects located outside of MAPA and a RC who is an employee of the Nebraska Department of Transportation (NDOT) will manage the project.

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

- a. Environmental Documents and coordination (Design Consultant/NEPA Consultant)
- b. Project Management and Quality Control
- c. Preliminary Field Survey
- d. Hydrology and Hydraulic Design
- e. Bridge Design and Concrete Box Culvert Design.

- f. When NDOT is the Responsible Charge (RC) the National Pollutant Discharge Elimination System/ and the Storm water Pollution Prevention Plan/SWPPP will be prepared by the NDOT's Roadside Stabilization Unit. The erosion control plans will be designed by the Design Consultant. NDOT's Roadside Stabilization Unit will submit the Notice of Intent, NPDES permit and the SWPPP.
- g. PS&E Submittals
- h. Project Meetings (Kick off meeting, Progress, Plan in Hand (PIH) meeting and Utility meeting)
- i. Public Involvement (none anticipated)

APPLICABLE PUBLICATIONS

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

- 1) LPA Guidelines Manual for Federal-Aid Projects. NDOT April 2009
- 2) A Policy on Geometric Design of Highways and Streets 2011 (AASHTO)
- 3) Federal Emergency Management Agency (F.E.M.A.) National Flood Insurance, Flood Boundary and Floodway Map, and Flood Insurance Study (FIS)
- 4) Manual on Uniform Traffic Control Devices (FHWA), 2009 Edition
- 5) MUTCD - Nebraska 2011 Supplement to the MUTCD
- 6) Nebraska Minimum Design Standards – Counties, Municipalities, State - 2016 (or most current) (Nebraska Administrative Code Title 428; Rules and Regulations of the Board of Public Roads Classifications and Standards
- 7) Nebraska State Plane Coordinate System Datum Adjustment Computations Lambert Conformal System Manual
- 8) Roadside Design Guide, 2011 (AASHTO)
- 9) Standard Specifications for Highway Construction 2017 (or latest edition) (NDOT)
- 10) NDOT Hydraulic Analysis Guidelines for Consultant
- 11) NDOT Roadway Design Manual & Drainage Design and Erosion Control Manual
- 12) Bridge Office Policies and Procedures Manual
- 13) Uniform Relocation Assistance and Real Property Acquisition Act (the Uniform Act)
- 14) The NDOT Right-of-Way Manual.
- 15) Evidencing Nebraska Land Titles (Nebraska Land Title Association)
- 16) So you Want Access to the Highway (March 2008)

SOFTWARE AND EQUIPMENT REQUIREMENTS

1. The Consultant's design and drafting software and design files must be compatible with NDOT's design and drafting software. Information on NDOT's design protocol can be found on NDOT's website on the Roadway Design page; <http://roads.nebraska.gov/business-center/design-consultant/>.
2. The Consultant's design must be accomplished using the design software GEOPAK version SS4 or later but no later than that in use by NDOT. The consultant's design must follow NDOT's drafting procedures, guidelines, and file naming convention using the appropriate version of MicroStation dgn. Format CAD software. Consultant's use of an earlier version of GEOPAK OpenRoads may be approved for specific activities with written permission of NDOT and at NDOT's sole discretion.
3. In many cases, projects will require that a 3D model be generated using GEOPAK OpenRoads technology.
4. Reports and documents must be submitted in a form compatible with Microsoft Office products unless otherwise directed.
5. The Consultant will provide all software and computer equipment required to complete the work including any analysis software required to perform the bridge design work.
6. The Consultant is required to complete work (CAD/Geopak files) within the ProjectWise environment. All project document submittals (non CAD/Geopak) are to be uploaded into OnBase. Modeling files to be located within ProjectWise.

EXPECTATIONS FOR THE DELIVERABLES

1. The consultant shall provide to NDOT acceptable final plans, specifications and estimates (PS&E) for use in a bid letting and construction of the project. The Consultant shall seal and sign the final plans and applicable deliverables in accordance with the Nebraska Engineers and Architects Regulation Act. Consultant shall also provide to NDOT all applicable supporting documentation and reports as described in the Task Order.
2. Plans and special provisions shall be developed in compliance with the manuals, guidelines and specifications as listed in the Qualifications, Knowledge and Experience section, paragraph B.
3. Consultant shall submit to the NDOT roadway design plans at the following stages, when applicable: before the plan-in-hand field inspection, before public meetings, at 90% completion stage, and final PS&E package. Deliverables must be completed and submitted in accordance with the schedule set out in the Task Order.
4. Deliverables must be submitted in hard copy and electronic form as outlined in the Task Order.
5. Submittals will be reviewed and approved by NDOT. Consultant shall address all issues raised by NDOT's review and make all necessary changes to the work.

DESIGN PLAN PREPARATION AND ASSEMBLY

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

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

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

Format of Project Plans

1. The Consultant shall prepare plan and profile plan sheets on a scale of 1" = 20' and "2L" (enlarged detail) sheets on a scale of 1" = 50' (rural) or 1" = 20' (urban).
2. All full-sized plan sheets must be approximately 24" x 36". The border sheet information is on NDOT's website. All half-size plan sheets must be on 11" x 17" paper.

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

Format of cross-sections

1. Plot all cross-sections. This includes labeling stations on the right side of the sheet, labeling existing and design centerline elevations at centerline and labeling offset distances every 5 or 10 feet at the bottom of each sheet.
2. Plot cross-sections on standard size sheets (same size as project plan sheets) according to the State's standards.
3. Stamp or plot in the upper right corner of each sheet the control number, horizontal and vertical scale. Plot the roadway cross-sections at the scale of 1" = 10' H & V, or 1" = 20'H & V.
4. Plot cross-sections with stations progressing upward from the bottom to the top of the sheet.
5. Plot the cross-sections so that there is room for the improvement cross-section. Do not overlap cross-sections.
6. Cut cross-sections at 100 foot intervals (maximum) and at other locations as needed.
7. Plot a cross-section at each location when there may be a drainage structure needed and at driveways, intersections or other unusual features.
8. Plot drainage structure cross-sections and keep them separate from roadway cross-sections.
9. Plot drainage structure cross-sections at the following scales:
 - (a) Storm Sewer 1" = 10' H & V.
 - (b) Roadway Culverts 1" = 10' H & V.

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

The State/LPA Shall Provide:

PRELIMINARY ITEMS

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

Consultant Shall Provide:

PROJECT MANAGEMENT AND QUALITY CONTROL

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

1. **Project Management.** This task includes activities to initiate and monitor project schedules, workload assignments and internal cost controls throughout the project. Also included are efforts to prepare and process invoices, prepare monthly progress reports and prepare project correspondence with the Responsible Charge (RC) and to NDOT and maintain project records.

2. **Project Description/ Purpose and Need:** NDOT will develop the Project Description and Purpose and Need statements for the project (NDOT Form 530). The Consultant shall work with the NDOT and the NEPA Consultant when updates or corrections are needed.

3. **Quality Assurance/Quality Control.** The Consultant will perform QA/QC checks at various stages of the project including prior to any official submittal. The Consultant will provide a copy of their QA/QC plan to the RC at the start of the project. The Consultant will submit in writing that this plan has been used during the project at each submittal with the name of the person responsible for performing the QA/QC the review.

MEETINGS

1. **Owner Meetings.** Consultant will meet with County/City Representatives, kick off meeting (1 meeting), review preliminary meeting(s) (1 meetings) and 1 final drawing meeting(s).

2. **Plan-In-Hand Meeting/Report.** The Consultant will schedule and attend a plan-in-hand meeting to review the thirty (30) percent roadway design plans. Consultant to prepare plan-in-hand report. (On-site meeting)

3. **LPA/NDOT Coordination Meetings** the Consultant will meet with the LPA and NDOT to discuss the status of plan development and coordinate design activities. The consultant should anticipate 2 meetings. The Consultant will be responsible for distributing meeting invitations, coordinating meeting locations, and preparing meeting minutes

4. **Meetings with Utilities.** 2 Utility review meetings will be scheduled. Effort is also included for coordination via the phone and up to 2 total one-on-one meetings with affected utilities.

5. **Public Involvement Planning Meetings** See section on Public Involvement.

6. **Key Stakeholder Outreach** See section on Public Involvement.

7. **City Council/County Board** At the request of the RC/PL, the Consultant will attend 1 pre-council/board meetings and 1 council/board meetings to report on project progress and answer council/board member questions.

8. **Open Houses** See section on Public Involvement.

9. **One-on-One, Small Group Meetings** See section on Public Involvement.

Survey

- 1) **Preliminary Field Survey.** The topographic survey will be completed by the design consultant for the project corridor in accordance with current NDOT survey specifications. The design consultant will perform the necessary topographical ground survey including the existing centerline, intersecting streets, and drives, tying the location of land monuments to the existing centerline, cross-sections and profiles. A topographical survey will be performed using GPS and electronic "Total Station" technology in MicroStation dgn. Format. Copies of field book records and electronic records will be submitted to the RC at the completion of final design. Natural topographic features and man-made features, will be recorded by coordinates to the nearest one-tenth (0.1) of a foot. All such topographic features, which are pertinent to the design or are necessary to properly show the effect of the proposed work upon the adjoining property and/or improvements, will be recorded. The topographical survey will not include an exact and detailed tree count. The consultant will complete a site visit after LOC's are created noting the size, type and location of trees to be removed. Station and offset will be noted on the plans. Unless otherwise noted the limits of the survey are to be at least 100 feet on each side of the existing centerline or to corners of structures on tracts, and must include enough information to build the proposed typical cross-section and show the limits of construction. The survey limits will extend 500 feet before the start of the project and 500 feet beyond the end of the project. The topographic survey will extend along intersecting streets a minimum distance of 500 feet from roadway centerline.

- 2) **Digital Terrain Model.** A Digital Terrain Model will be provided for use in cross-section creation. Natural topographic features and man-made features above ground (including existing adjacent building limits) will be recorded. All above and below ground utilities will be located once Digger's Hotline marks them. Sanitary and storm sewer manholes will have rim and flow line elevations surveyed.

- 3) **Base Map Preparation.** Consultant will create the base maps using the topographic survey data.
- 4) **Horizontal and Vertical Control.** The design consultant will establish control points along the project corridor at regular intervals and provide control "reference" point ties to topographic features of permanent nature.
 - a) Horizontal control points will be established and referenced to existing section corners. The control points will be permanent in nature and tied to Nebraska State Plane Coordinate system.
 - b) Vertical control points will be established and referenced to USGS NAVD88 datum. There will be a minimum of three permanent benchmarks established with additional temporary benchmarks set along the project corridor at intervals not to exceed 500 feet.

- 5) **Section/Property Corners.** The consultant will locate necessary section corners, quarter section and property corners for use in drafting existing right-of-way and property lines. The Consultant will work with the County Surveyor on any corners not found to be set by the County Surveyor.
- 6) **Existing Utilities.** The consultant will call in a One-Call utility locate ticket. Utilities will be shown based on visible, above ground, evident in the field and utility locator's markings. The project liaison will assist in providing utility locations and contact information.
- 7) **Note Reduction/Preliminary Plotting.** This task will include the effort for gathering data to create the existing topography file to use for preliminary design. Placing station offsets for all topographic items.
8. **PIH Staking the Right of Way.** For the PIH field visit the Consultant will stake new and existing right of way, assume 4 tract (s):
9. **Negotiations Staking the Right of Way.** During the negotiations, the Consultant will stake new and existing right of way, assume 4 tract (s).
10. **Staking Right of Way for Condemnation Hearing.** The Consultant will stake the new and existing right of way prior to the Condemnation Hearing so the Board of Appraiser's can view the proposed taking (to include temporary and permanent easements), assume 0 tract (s).
11. **Condemnation Plats.** The Consultant will prepare condemnation plats. The plat is a unique plan sheet showing the condemned tract along with the metes and bounds reflected in the legal description. A reduced drawing of the section(s) and how the tract in question is situated in that section is also included as part of the plat. Emphasis should be made to keep the plat(s) to a manageable size yet easily readable. A CADD file of the condemnation plat and an electronic version of the legal descriptions will also be submitted, assume 0 tract (s).
12. **Condemnation Hearings.** The Engineer is to attend the Condemnation Hearing to provide an expert opinion regarding the need for the taking, assume 0 tract (s).

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

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

6. New Permanent Easements
7. New Temporary Easements.
8. New Control of Access Breaks

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

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

See NDOT's Construction Manual for additional ROW staking information

Preliminary Roadway and ROW Design (PIH/30%)

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

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

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

1. **Complete Form DR-76.** Roadway Design – Principal Controlling Design Criteria. After Form DR-76 has been completed send a copy to Local Projects Section (LPS) of NDOT with a request any design exceptions or relaxations that may be needed.
2. **Data Collection and Review.** For gathering, reviewing and organizing data for the project. Determining design criteria will also be included with this task.
3. **Roadway Horizontal Alignment.** This task includes the design and drafting of the horizontal alignments(s). Task includes creation of the Control Point/PI/Curve Data 2-H sheet(s); the Consultant will create 2-H Horizontal Alignment and Orientation on any design alignments.
4. **Roadway Vertical Alignment.** This task includes the design and drafting of the vertical alignment(s) and/or adjustment of vertical alignment(s).
5. **Template Roadway Cross Sections.** Develop the design templates necessary to template the cross sections, including design of special ditches.
6. **Limits of Construction.** This task includes efforts to create LOCs for the project. The Consultant will define and draft the limits of construction on the plan sheets. These limits are to be used to determine environmental impacts and right-of-way requirements.
7. **Earthwork.** Determine earthwork balance factor. Process the earthwork for each alignment, including any extra earthwork due to large driveways, guardrail and any other

cause for earthwork. Calculate earthwork quantities and produce earthwork summary and plan notes.

8. **Roadway Geometric Design.** This task includes the geometric design of all Roadway alignments, intersections, driveways, parking lot reconstruction, sidewalks, and pavement transitions, which includes setting up all the geometric sheets for the project and labeling.
9. **Storm Sewer and Drainage:** This task includes hydrologic and hydraulic analysis for design of the new storm sewer system for the new and reconstruction portion of the project. This would include hydrologic review to determine drainage areas and discharges to the roadways for multiple storm events; development of a hydraulic model; identification of outlet storm sewers or drainage ways; and required improvements to outlet storm sewers or drainage ways necessary to drain the reconstructed highway. The storm sewer design will review the 10-year storm event to determine if a reasonable and practical storm sewer system can be provided to meet the current criteria. If it is determined that it is not practical to meet a 10-year storm event, a practical design approach will be used to determine a reasonable design that meets or exceeds the capacity required to convey a 2-year design storm. The design of the storm sewer will be developed in a manner to accommodate phased construction of the project that will maintain existing roadway drainage while providing outlets for the new storm sewer being constructed. This work also includes of drainage plans and storm sewer profiles. Storm sewer design will be based upon the new and reconstruction urban segment.
10. **Roadway and Driveway Culverts.** This task is for roadway and driveway culverts and includes the preparation of a drainage map outlining all drainage areas and completion of the following for each area. NDOT's Pipe Policy will be followed.
 - a. Compute area size and Q.
 - b. Determine allowable H.W.
 - c. Size culvert and compute H.W.
 - d. Using design cross sections, determine length of culvert.
 - e. For each culvert, show the Station, D.A., Q., H.W., Size and Length.
 - f. Determine location of new/existing culverts with special ditch locations
 - g. Draft culvert build notes
11. **Construction and Removal.** Development of Construction and Removal notes detailing construction and removal items not specifically identified elsewhere in this scope. NDOT CAD standards and construction/removal notes/tabs are to be used.
12. **Utility Coordination/Verification.** The Consultant will draft utilities on the plans that were not included in the preliminary plotting and for limited coordination with the utilities, to verify the location and type of utility. In addition, the Consultant will coordinate and schedule a Utilities meeting to identify and work through potential conflicts identified in the preliminary 30% Plan-In-Hand plans and prepare NDOT Standard Utility contracts and pole tab sheets. (LPA is responsible to coordinate utility agreement negotiations

with utilities).

13. **Construction Phasing/Detour Route/Temporary Roads.** The Consultant shall develop traffic phasing concepts to allow for reasonable access during construction for highway and local traffic that may include detours and staging of construction. The Consultant shall prepare a written description of the Construction Phasing, noting detour routes if applicable. This phasing plan shall be submitted at the time of the first submittal.
14. **Erosion Control.** This task includes effort required to design and draft erosion control measures for the project. The consultant will submit the erosion control plans to the LPS of NDOT for review and concurrence by NDOT Roadside Stabilization Unit.
15. **Quantities/Estimates.** Develop and tabulate all of the preliminary quantities. Computation sheets will be submitted with all Quantities to the RC and or the LPS of NDOT for all submittals; including Pre/Post Plan-in-Hand and Final Plans, using NDOT standard bid items, NDOT Project Information sheet (DR Form 342), and NDOT quantities forms (DR Form 343 and DR Form 355). In additions to these submittals, opinion of probable cost will be updated and submitted yearly (January 31) throughout the preliminary engineering and final design phases. Estimate of probable cost will be prepared by the Consultant using recent bid tabulations and other available information. If there is railroad involvement and it is determined that a theoretical opinion of probable cost is needed, this task will be added as a supplement to the agreement.
16. **Typical Sections.** This includes design and drafting the typical cross sections and other details as needed for the project.
17. **2W/2A Sheets.** This task includes developing the aerial plan sheets from existing GIS information. This task will include effort to illustrate wetlands, restricted areas, channels, alignments, impacted areas, reference files, and other wetland features. Sheet based on GIS information provided by NDOT.
18. **Guardrail.** This task includes effort to analyze potential guardrail locations and design new guardrail at locations that do not meet current standards or are affected by other elements of the project. Guardrail will be designed to meet current NDOT standards unless justified by an accepted design as governed by the current Roadside Design Guide.
19. **Floodplain Permitting Identification.** This task includes the following:

Determine if the project will have construction occurring in a floodplain, whether crossing or parallel. The Consultant determines if the project crosses or occurs within a mapped floodplain, or in the case of parallel floodplains determines and quantifies the highway embankment work that will encroach into the area mapped as a floodplain.

20. **Floodplain Permit** if a Floodplain Permit is required, the Design Consultant will prepare a Floodplain Certification Package. The package is to include a memo describing the project and its impacts on the floodplain, a location map showing the boundary of the project, FIRMette maps with floodplains and structures identified and a certification form signed, sealed and dated by a professional engineer certifying compliance with floodplain and floodway regulations. A FIRMette is a legal to scale copy of a portion of a Flood Insurance Rate Map (FIRM). FIRMette can be printed in either letter legal or ledger size paper and found at the following website, <http://msc.fema.gov>. The LPA with assistance from the Consultant is to apply for the permit.
21. **Plan-In-Hand Meeting/Report.** Schedule and attend a plan-in-hand meeting with the key stakeholders to review the thirty (30) percent roadway design plans. The Consultant will prepare and submit a draft Plan-in-Hand report within two (2) weeks of the meeting summarizing the findings and decisions made regarding the project design. The draft PIH report will be submitted and routed for review and comments. The consultant will address the comments (within 2 weeks) and submit the final PIH report.
22. **Working Day Calculations.** Working Days for construction activities will be calculated at the (30) percent plan stage and incorporated into the draft PIH report and updated at the (90) percent plan stage.
23. **Pavement Determination.** The Consultant shall provide complete documentation of the structural pavement design analysis used for the project. The pavement analysis must be a nationally recognized method, such as AASHTO, AIM, PCA, etc. The Pavement Determination Data Sheet (supplied by NDOT) shall be completed by the Consultant and included as part of the documentation

Deliverables

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

- g) Construction and working day estimates

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

- a) Title Sheet
- b) Typical Section Sheet
- c) 2A – Aerial Sheet
- d) Centerline Control
- e) 2P – Preliminary Phasing
- f) 2L – Construction / Geometrics
- g) 2L – Removal Plans
- h) 2L – Storm Sewer/Culvert
- i) P & P sheets
- j) Special Plans – Wall P&P Sheets, etc.
- k) Cross Sections
- l) Right-of-Way Ownership Plans

Functional Plans (60%)

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

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

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

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

- a. Preliminary Title Sheet (by Consultant)
- b. Title Sheet (Prepared by NDOT PS&E)
- c. Typical Cross-Section Sheets (2-T)
- d. Summary of Quantities Sheet (Prepared by NDOT PS&E)
- e. Summary Of Soil and Materials Information (2K)
- f. Wetland Sheets (2W)
- g. Aerial Photo Sheets (2A)
- h. Horizontal/Vertical Control Sheets (2H)
- i. General Notes Sheet (2N)
- j. Construction Phasing Plans (2P)
- k. Geometric Sheets (2L)
- l. Joints and Grades Sheets (2L)
- m. Storm Drainage Plan and Profile Sheets (2L)
- n. Construction Sheets (2L)
- o. Removal Sheets (2L)
- p. Sediment and Erosion Control Sheets (2L)
- q. Roadway Plan and Profile Sheets (Start with sheet 3)
- r. Traffic Control Sheets
- s. Pavement Marking & Signing Sheets
- t. Lighting Plan Sheets
- u. Landscaping Plan Sheets
- v. Earthwork Data Sheets
- w. Culvert/Channel Cross-Section Sheets
- x. Bridge (SP-)
- y. Detail Sheets (SP-)
- z. Retaining Wall Plan and Profile Sheets (SP-)
- aa. Retaining Wall Details (SP-)
- bb. Wastewater Plan and Profile Sheets (SP-)
- cc. Water Main Plan and Profile Sheets (SP-)

- dd. Traffic Signal Plan Sheets (SP-)
- ee. Right of Way Title Sheet (R-1)
- ff. Right of Way Summary Sheet (R-2)
- gg. Right-of-Way Plans (R-)
- hh. Roadway Cross-Section Sheets (X-)

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

Draft PS&E Submittal (90%) plan review

Overview, upon receipt of the 90% plans on projects NDOT has assumed the duties of the Responsible Charge (typically projects located outside of MAPA and LCLC) the NDOT's Right of Way Division will prepare the ROW Cost Estimate.

1. **Incorporate review comments** the Consultant will address and incorporate review comments from the 60% review.
2. **Opinion of probable construction cost** the consultant is to prepare an updated opinion of probable cost the consultant shall prepare an updated total estimate of quantities and opinion of probable cost (DR-342, and 343E) for all construction and removal items on the plans.
3. **Draft PS&E package submittal** the Consultant shall submit a draft PS&E package, to the Project Liaison and NDOT Project Coordinator for final review. The package will include the plan set, special provisions, and total project quantities. The 90% submittal shall include the following. Below is the order the plans are to be arranged in the plan set:

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

1. Preliminary Title Sheet (by Consultant)
2. Title Sheet (Prepared by NDOT PS&E)
3. Typical Cross-Section Sheets (2-T)
4. Summary of Quantities Sheet (Prepared by NDOT PS&E)
5. Summary Of Soil and Materials Information (2K)
6. Wetland Sheets (2W)
7. Aerial Photo Sheets (2A)
8. Horizontal/Vertical Control Sheets (2H)
9. General Notes Sheet (2N)
10. Construction Phasing Plans (2P)
11. Geometric Sheets (2L)
12. Joints and Grades Sheets (2L)
13. Storm Drainage Plan and Profile Sheets (2L)
14. Construction Sheets (2L)
15. Removal Sheets (2L)
16. Sediment and Erosion Control Sheets (2L)
17. Roadway Plan and Profile Sheets (Start with sheet 3)
18. Traffic Control Sheets
19. Pavement Marking & Signing Sheets
20. Lighting Plan Sheets
21. Landscaping Plan Sheets
22. Earthwork Data Sheets
23. Culvert/Channel Cross-Section Sheets

24. Bridge (SP-)
25. Detail Sheets (SP-)
26. Retaining Wall Plan and Profile Sheets (SP-)
27. Retaining Wall Details (SP-)
28. Wastewater Plan and Profile Sheets (SP-)
29. Water Main Plan and Profile Sheets (SP-)
30. Traffic Signal Plan Sheets (SP-)
31. Right of Way Title Sheet (R-1)
32. Right of Way Summary Sheet (R-2)
33. Right-of-Way Plans (R-)
34. Roadway Cross-Section Sheets (X-)
35. Project Information Sheet, DR Form 342
36. Project Quantity Sheet, DR Form 343E
37. Summary of Quantity Sheets, DR Form 355
38. Guardrail Summary, DR Form 195
39. Summary of Quantities and Locations of Surfaced Driveways/Intersections
40. Table of Drainage Summary Items, "Horse blankets"
41. Length Sheet, DR Form 415
42. PS&E Required Sheet, DR Form 263
43. Grading Item Summary, DR Form 64E
44. Special provisions
45. Standard Plan listing
46. Special Plan listing
47. Opinion of Probable Construction Cost
48. Right of Way Cost Estimate
49. Environmental re-evaluation
50. Certification of Compliance, BR Form 366
51. Floodplain Certification and Permit (If applicable)
52. Construction and working day estimates

Railroad insurance If applicable for insurance purposes, the consultant will calculate the percentage of work being performed within railroad right of way is within 50 feet of any railroad track will need to be estimated by the Consultant. The Consultant shall also estimate work being performed outside the 50 foot line but within the railroad right of way. Work within the 50-foot line will require the construction contractor to carry railroad protective insurance and the work outside the 50-foot line but within railroad right of way will require the Contractor to carry regular Contractor's Public Liability and Property Damage Insurance.

The 90% plans represent the final design of the project. **The only revisions to the 90% plans would be modifications resulting from right of way negotiations, design modifications due to unknown utility conflicts or revisions requested by an affected railroad.**

Final PS&E Submittal/Blue Line Corrections

1. **Final PS&E Submittal.** Upon incorporating review comments into the plan set and special provisions, the Consultant shall prepare and submit all drawings, special provisions, and an estimate of quantities to the NDOT Project Coordinator for the final PS&E review. The completed PS&E plans to be submitted by the Consultant shall include the following:
 - a. Electronic Plan Data for the Contractor:
 - b. Slope staking information at locations where grading is to be completed to flatten slopes, construct guardrail and mailbox turnouts, and construct new erosion control curb and flumes. The Consultant shall provide the State with samples of these items for approval of the formats and information. Final construction information to be submitted as directed by the NDOT Project Coordinator.
 - c. Subgrade and finish grade information for new construction (previously blue tops and paving grades).

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

3. **Electronic CADD files** after PS&E corrections, the Consultant shall upload all electronic CADD files and a DVD. The following should also be included:
 - a. Documentation File (metadata about the files provided, descriptions, etc.)
 - b. CADD Files (*.DGN format)
 - 1) Alignment File(s), GPK file
 - 2) Roadway Design Feature File(s)
 - 3) ROW Feature File, if applicable
 - 4) Wetlands Feature File
 - 5) Topography Cross Sections (when available)
 - 6) 3D Design Break-line file
 - c. Alignment Data
 - 1) LandXML Format
 - d. Machine Control Surface Model files (LandXML format)
 - 1) Existing Ground
 - 2) Proposed Finished Grade
 - 3) Proposed Grading Surface
 - e. Super-elevation Transition Diagrams
 - 1) Super Diagram or Word Document

4. **Temporary erosion control** after PS&E corrections are complete, the Consultant shall produce temporary erosion control worksheets and submit them in

electronic form and as half-sized plan sheets, along with the signed and dated plans. The temporary erosion control sheets must include the following items:

- a. Topography
- b. New Design (does not include temporary erosion control design)
- c. New Drainage
- d. Wetlands and Legend
- e. Ditches with slopes and arrows
- f. Limits of Construction lines
- g. Restricted Areas
- h. Contours (Attach the contour file with a "c1" logical name) (Only show contours if there are design contours. This would occur on reconstruction projects, not overlays)
- i. ROW. (If possible) (legend cell: tempeclegend – change the legend to match the ROW lines used on your project)

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

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

7. **QA/QC** This includes an internal review by the consultant of any sheets resubmitted to NDOT.

8. **Letting Task**

- a. Answering questions received from Contractors during Letting Phase
- b. Supplying Information to NDOT for preparing addendums
- c. Shop drawing review/approvals

DELIVERABLES FOR FINAL PLANS (PS&E) PHASE INCLUDE

- a. Revised Waterway Permit Data Sheet, DR Form 290
- b. Floodplain Certification Package
- c. Concrete Box Culvert Request Sheet, DR Form 67
- d. Opinion of Probable Construction Cost
- e. Two half-size set and one full-size set of Final Plans and corresponding electronic files (stamped and signed and preliminary stamp removed). Plans sets shall have the following applicable sheets. Below is the order the plans are to be arranged in the plan set.
Preliminary Title Sheet (by Consultant)
- f. Title Sheet (Prepared by NDOT PS&E)
- g. Typical Cross-Section Sheets (2-T)

- h. Summary of Quantities Sheet (Prepared by NDOT PS&E)
- i. Summary Of Soil and Materials Information (2K)
- j. Wetland Sheets (2W)
- k. Aerial Photo Sheets (2A)
- l. Horizontal/Vertical Control Sheets (2H)
- m. General Notes Sheet (2N)
- n. Construction Phasing Plans (2P)
- o. Geometric Sheets (2L)
- p. Joints and Grades Sheets (2L)
- q. Storm Drainage Plan and Profile Sheets (2L)
- r. Construction Sheets (2L)
- s. Removal Sheets (2L)
- t. Sediment and Erosion Control Sheets (2L)
- u. Roadway Plan and Profile Sheets (Start with sheet 3)
- v. Traffic Control Sheets
- w. Pavement Marking & Signing Sheets
- x. Lighting Plan Sheets
- y. Landscaping Plan Sheets
- z. Earthwork Data Sheets
- aa. Culvert/Channel Cross-Section Sheets
- bb. Bridge (SP-)
- cc. Detail Sheets (SP-)
- dd. Retaining Wall Plan and Profile Sheets (SP-)
- ee. Retaining Wall Details (SP-)
- ff. Wastewater Plan and Profile Sheets (SP-)
- gg. Water Main Plan and Profile Sheets (SP-)
- hh. Traffic Signal Plan Sheets (SP-)
- ii. Right of Way Title Sheet (R-1)
- jj. Right of Way Summary Sheet (R-2)
- kk. Right-of-Way Plans (R-)
- ll. Roadway Cross-Section Sheets (X-)
- mm. Project Information Sheet, DR Form 342
- nn. Project Quantity Sheet, DR Form 343E
- oo. Summary of Quantity Sheets, DR Form 355
- pp. Guardrail Summary, DR Form 195
- qq. Summary of Quantities and Locations of Surfaced Driveways/Intersections
- rr. Table of Drainage Summary Items, "Horse blankets"
- ss. Length Sheet, DR Form 415
- tt. PS&E Required Sheet, DR Form 263
- uu. Grading Item Summary, DR Form 64E
- vv. Special provisions
- ww. Standard Plan listing
- xx. Special Plan listing
- yy. Opinion of Probable Construction Cost
- zz. Certification of Compliance, BR Form 366

aaa. Floodplain Certification and Permit (If applicable)

bbb. Construction and working day estimates

Railroad insurance If applicable for insurance purposes, the consultant will calculate the percentage of work being performed within railroad right of way is within 50 feet of any railroad track will need to be estimated by the Consultant. The Consultant shall also estimate work being performed outside the 50 feet line but within the railroad right of way. Work within the 50-foot line will require the construction contractor to carry railroad protective insurance and the work outside the 50-foot line but within railroad right of way will require the Contractor to carry regular Contractor's Public Liability and Property Damage Insurance

UTILITIES

1. **Assistance** this includes effort to assist the LPA with engaging the existing utility owners.

2. **Utility Location/Verification** the Consultant will review the utility locations shown on the plans, and verify these locations during field inspections. After the survey is complete, plans will be printed and distributed to the Utility Companies for verification of ownership, type, size, location, and cased or uncased.

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

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

3. **Utility Plan Submittals** With each plan, submittal to the LPA the Consultant will distribute plans to public and private utilities within the project limits for review and comment.

4. **Utility Permits** the consultant will assist the LPA in permitting private utilities

RIGHT-OF-WAY DESIGN

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

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

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

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

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

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

File names must use State CADD naming convention.

Data Transfer It shall be the Consultant's responsibility to obtain the necessary software to translate to and from the specified format for all electronic files supplied by the State and for all electronic files prepared by the Consultant and supplied to the LPA/State. The

State and the Consultant shall transfer all Graphic files in a MicroStation dgn. Format. A data sheet must accompany all electronic file submittals listing the file names and detailing the method of placement so the State will know how to restore the data in our system. All computer files shall be provided on either compact disk (CD), or loaded to State's FTP site unless otherwise specified. The State will provide instructions and password for FTP site with final contract documents.

- 1) **Existing Right-of-Way Base.** This task involves certified title research including: collecting the Plat drawings, reviewing property titles, reviewing survey data, and other necessary information to establish the existing Right-of-Way, including easements, for the properties abutting the project. Title Searches to be completed by a certified abstractor. Ownership plans will be developed from this information and the consultant will have this task completed prior to the plan-in-hand meeting.
- 2) **Proposed Right-of-Way.** The Consultant will determine the easements (temporary and permanent) and right-of-way required to construct the project. It is estimated that there will be up to 6 tracts associated with this project.
- 3) **Right-of-Way Plan Sheets.** The Consultant will prepare right-of-way plan sheets to include in the plan set. The sheets will include existing property lines and all proposed right-of-way ownerships, easements and takings will be tabulated and shown on the sheets. Tract Maps with all legal description will be provided by the Consultant.
- 4) **Title Research.** All title research services will be completed in compliance with the Uniform Relocation Assistance and Real Property Acquisition Act (the Uniform Act) and with the NDOT Right-of-Way Manual. The Services must be completed by, or under the direct supervision of a registered abstractor who is qualified and in good standing to complete the Services in Nebraska. Consultant must be knowledgeable and have substantial experience completing Services of this type. The State will provide instructions and password for FTP site with final contract documents. Consultant will be responsible for providing all necessary equipment, supplies, materials and software to complete the Services. The Certificate of Title reports shall be signed, converted to pdf format and submitted to State in readable electronic form. Supporting documents shall be submitted in pdf, jpeg or tiff format. All deliverables shall be uploaded to an ftp site specified by State using State's file naming convention.
- 5) **Permit to occupy right of way** Projects encroaching on NDOT right of way (utilities, drainage structures, grading, etc.) need to be permitted by the NDOT District Construction office. At the 30 percent design stage, NDOT will assist the LPA/LPA's with contacting the District Engineer or Permits Officer to determine if a permit or permits are needed.

All requests for a permit for an access shall first be submitted to the District Engineer in whose District such access lies. Requests must be submitted on standard access permit application form available from the Department (NDOT Form 19). The consultant shall

provide the following items to the RC for evaluation of encroachments or an access application or the construction of an access:

1. Highway and access plan and profile.
2. Complete drainage plan of the site showing impact to the highway right of way.
3. Map and letters detailing the utility locations before and after development in and along the highway.
4. Subdivision zoning and development plan. These should be coordinated with the local officials and their comments should be included with the application.
5. Property map indicating other accesses and abutting public roads and streets, including those on the opposite side of the highway.
6. Proposed access design details, such as, ADA requirements, or wetlands.
7. A Traffic Impact Study, if required.

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

ROW Deliverables at the 60% Design Stage.

- a) The title researcher shall review the title research study area ("Study Area") and search the County real estate records to identify each separate parcel of land located within the Study Area. A separate parcel of land is all contiguous land owned by the same owner, and held in the same title (e.g. sole owner, joint tenants, tenants in common, etc.).
- b) The title researcher shall provide a copy of the title-vesting document for the current owner of each parcel of land in the Study Area.
- c) The title researcher shall list all owners of record of the parcel within the preceding 5-years, and include a copy of each additional instrument conveying title to each owner identified.
- d) Title researcher shall provide a Certificate of Title Report for each parcel within the study area. This Title Report shall be on the State's approved Certificate of Title Report form (or a preapproved form) to report such information. Each Title Report shall also include the following information:
 - i) The name of the current parcel owner(s) and how the title is held, exactly as shown on the title vesting document(s).
 - ii) The owner's mailing address as shown in the County Assessor or Treasurer's records.
 - iii) If the owner of record is known to be deceased, the Case Number of the Deceased's Probate along with the name(s) of court appointed Personal Representative(s) if available.
 - iv) Active Mortgages, Deeds of Trusts, and other financing documents, and any assignments of such documents.
 - v) Active liens, agreements, conditions, limitations, restrictions or covenants affecting title.

- vi) Easements such as private water, sewer, ingress/egress (access), cell towers, flood, and irrigation or others that encumber or restrict the use of the land. Consultant should not provide easements for public utilities (water, sanitary sewer, power, gas, cable, telephone and telegraph).
- vii) All recorded leases except oil and gas leases.
- viii) List the document recording information for each record listed in the title report to include the date of record and instrument number.
- ix) The legal description for the subject parcel of land.
- x) Comments the abstractor believes are necessary for a full understanding of the information reviewed for the parcel.
- xi) Name, signature, and license number of abstractor and title effective date.
- e) Provide copies of all supporting documentation (deeds, easements, etc.) that are listed in the title report in an electronic format type using the document naming convention as specified. Consultant should not provide copies of the active mortgages, deeds of trust or assignments that are listed on the Title Report.
- f) If applicable, Consultant shall provide copies of subdivision plats and surveys of irregular tracts and tax lots with metes and bounds field notes.
- g) Provide copies of deeds, easements, dedications, plats, etc., for any property acquired by or conveyed to governmental entities.
- h) Provide copies of County Cadastral Maps in counties that do not have a GIS website.

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

1. For each parcel - One electronic file containing the Title Report
2. For each parcel - One electronic file containing all supporting documents. This file should include all documents as specified under the above ROW Deliverables at the 60% Design Stage.
3. For each electronic file - file names should be simple, easy, and logical. File names should include last name of private owner or first name of company.

Examples of File Names

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

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

- Surveyed Topography
- All construction items (feature file)
- Limits of construction.
- ROW Survey (section corners, lot corners, etc.)
- Ownership information (property lines, owner names, lot numbers, lot lines, tract numbers, etc.)
- ROW Design (new ROW, PE's and TE's)
- ROW patterning (if placed in the base file)
- Air photo if used

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

Prepare, Right of Way Cost Estimate

Overview NDOT will prepare the ROW Cost Estimate on projects located outside of the Metropolitan Planning Organizations (MPO) of Metropolitan Area Planning Agency, Omaha (MAPA) and of Lincoln City Lancaster County (LCLC).

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

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

ROW Cost Estimates The notice to proceed with preparing the ROW cost estimate is to be issued by the RC/PC upon review and approval of the ROW Design by the ROW Project Coordinator. Are to be prepared by a real estate professional knowledgeable of land values in the area of the subject property and have adequate experience to enable them to determine the effects of the acquisition. The ROW Cost Estimate is an estimate of the Federal Funds to be obligated for the right of way phase of the project. The federal obligation may be revised to reflect the appraised tract costs of the needed ROW. Upon the completion of the acquisitions of the ROW, the federal obligation may be revised.

ROW Cost Estimates should include an estimate of the current value of the takings, any damage costs, incidental costs (such as appraisal fees, negotiator fees, title fees, etc.), relocation expenses, possible condemnation costs, and demolition fees, (ROW Cost Estimate form PA-4). The estimate provides the LPA and their ROW Consultant with a tract-by-tract valuation, which assists them in determining the type of valuation forms that will need to be prepared.

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

The ROW Consultant is to prepare a Right of Way Cost Estimate; the following items are required in the estimate:

1. *Land Value* - The land value for all fee takings and easements shall be calculated on a square foot cost basis in urban areas and by the acre in rural areas. Each tract shall be evaluated as to zoning and type of use, such as business, residential, and public use. Not all tracts will be valued at the same square foot price.
2. *Damage Costs* - Damage costs must be determined for each tract. These will include cost to cure items and damages to the remainder of the property.
3. *Relocation Costs* - Any residential properties or businesses that will be acquired, as part of the project needs to be included in the ROW Estimate. The estimated value of

the home or business and the additional relocation costs (relocation payments to the owner, tenant, and Consultant fees) for each tract will be identified on the Estimate as Relocation Costs.

4. *Administrative Costs and Incidental Expenses* – These costs will include the fees for the Appraisal, Appraisal Review, and Consultant negotiation fees. An incidental cost should be included for each tract on the project if the LPA is hiring ROW Consultants.
5. *Demolition Contracts* - should also include any costs associated with hazardous materials removal.
6. *Advertising Sign Cost* if applicable
7. *Condemnation Costs/Administrative Settlements* - indicate the anticipated percent of parcels affected by either condemnation costs or administrative settlements.

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

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

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

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

It is anticipated a ROW Cost Estimated is needed for 4 tracks.

Deliverables: ROW Cost Estimate form PA-4.

a

1. **General Project management, Field Inspections and Meetings**

General Project Management:

This task includes effort for coordination of staff, coordination with NDOT, progress reports, invoices and overall project management.

The consultant shall arrange field inspections as follows:

<u>Type</u>	<u>Date/Time</u>
PIH	See Project Schedule_____
_____	_____

The Consultant shall arrange meetings as follows:

<u>Type</u>	<u>Date/Time</u>	<u>Location</u>
_____	_____	_____
_____	_____	_____

Within three working days after the close of each meeting and/or field trip, the Consultant shall prepare and submit to the State one copy of a report summarizing the discussions, decisions, and agreements reached.

Misc. Items

- 1) **Retaining Wall Design.** Retaining Wall design is not included in this scope of services. The Consultant can provide these services through a Supplemental Agreement if it is determined that retaining walls are needed.
- 2) **Extended Preliminary Engineering Services** the Consultant may provide extended PE services through a supplement to this agreement.
- 3) **Construction Engineering Services.** The Consultant will provide Construction Engineering Services through a supplemental agreement.
- 4) **Right-of-Way Acquisition.** Right-of-Way Acquisition Services are not included in this agreement. For example Tract Maps needed for condemnation hearings.

Schedule

Project Timeline. The Consultant shall prepare a schedule for project milestone dates and the schedule will be updated quarterly or if dates change. The consultant will show old dates with the updated schedule dates. The schedule will be printed on a separate document as well as included in the agreement. The document will include the project name, the project number, project control number consultant firm name, project manager and date.

Notice to Proceed for PE	February 3, 2020
Submit 30% Plans with LOC's and existing ROW	April 6, 2020
Start NEPA	February 3, 2020
Complete Draft NEPA	August 3, 2020
Start Right-of-Way Design	August 31, 2020
Submit 60% Plans	August 3, 2020
Submit Draft PS&E (90%) plans	September 28, 2020
PS&E Turn in	October 26, 2020
Let Project	March, 2021

Staffing Plan (Lump Sum)

Preliminary Engineering

Project Name: Channel Repair Project, County Road 'F' over Logan Creek
 Consultant: SPEECE LEWIS ENGINEERS, INC.
 Consultant PM: Chris Lane
 LPA RC: Scott Huppert, 402-727-2722, dodgcoroads@hotmail.com
 NDOT PC: Paul Kieper, 402-479-3944, paul.kieper@nebraska.gov
 Date: August 7, 2019

Project Number: ER-XXXX
 Control Number: XXXXX



Billing Rates Entered Directly, or
 Calculated, based on:
 Overhead: 167.45%
 Profit Rate: 13.00%
 FCCM (if applicable):
 *Salary Escalation Factor: 3.0%
 *Escalation Period: 2 yrs
 *(default is 3% and 1 yr period)

#	Code	Classification	#	Code	Classification
1	PR	Principal	7	SDES	Senior Designer/Technician
2	RLS	Registered Land Surveyor	8	DES	Designer/Technician
3	ENV	Environmental Scientist	9	ADM	Administrative
4	PM	Project Manager	10	SPC	Survey Party Chief
5	SENG	Senior Engineer	11	SUR	Surveyor I
6	ENG	Engineer	12	UND	Undefined

Effective Multiplier For New Staff = 3.06

SRC BILLING RATE TABLE per employee

Template: T-WB-B1 Construction (rev 6-05-2017) SRC

Employee Name	Job Title & Certifications	Current/Actual Hourly Rate	SRC Billing Rate	% Assigned
Principal				
Chris Lane	Vice President	\$65.00	\$200.00	50%
Tim Farmer	President	\$65.00	\$200.00	50%
			Weighted Average Rate:	\$200.00
Registered Land Surveyor				
			Weighted Average Rate:	
Environmental Scientist				
Chris Hedgecock	Environmental Scientist	\$28.00	\$86.00	100%
			Weighted Average Rate:	\$86.00
Project Manager				
Chris Lane	Project Manager	\$65.00	\$200.00	50%
Tim Farmer	Project Manager	\$65.00	\$200.00	50%

SRC BILLING RATE TABLE per employee

Template: T-WB-B1 Construction (rev 6-05-2017) SRC

Employee Name	Job Title & Certifications	Current/Actual Hourly Rate	SRC Billing Rate	% Assigned
		Weighted Average Rate:		\$200.00
Senior Engineer				
Mark Schultz	Senior Engineer, PE	\$41.00	\$126.00	60%
Greg Huttmacher	Senior Engineer, PE	\$41.00	\$126.00	20%
John Dolson	Senior Engineer, PE	\$41.00	\$126.00	20%
		Weighted Average Rate:		\$126.00
Engineer				
Mat Welker	Engineer, PE	\$32.00	\$99.00	25%
Jake McNealy	Engineer, EIT	\$28.00	\$86.00	25%
Craig Schmit	Engineer, PE	\$37.00	\$114.00	50%
		Weighted Average Rate:		\$103.25
Senior Designer/Technician				
Chris Fielder	Technician	\$27.00	\$83.00	40%
Don Bosak	Technician	\$26.25	\$81.00	40%
Monte Hobelman	Technician	\$31.00	\$96.00	20%
		Weighted Average Rate:		\$84.80
Designer/Technician				
Chris Fielder	Technician	\$27.00	\$83.00	50%
Don Bosak	Technician	\$26.25	\$81.00	50%
		Weighted Average Rate:		\$82.00
Administrative				
Margie Haney	Accounting	\$21.50	\$66.00	100%
		Weighted Average Rate:		\$66.00
Survey Party Chief				
Don Bosak	Survey Party Chief	\$26.25	\$81.00	50%
Tom Bosak	Survey Party Chief	\$25.50	\$79.00	50%
		Weighted Average Rate:		\$80.00

SRC BILLING RATE TABLE per employee

Template: T-WB-B1 Construction (rev 6-05-2017) SRC

Employee Name	Job Title & Certifications	Current Actual Hourly Rate	SRC Billing Rate	% Assigned
Surveyor I				
Chad Vandegriend	Survey Technician	\$25.00	\$77.00	50%
Tyler Eberspacher	Survey Technician	\$21.50	\$66.00	50%
Weighted Average Rate:			\$71.50	
Undefined				
				25%
				25%
				25%
				25%
Weighted Average Rate:				

Channel Repair Project, County Road 'F' over
 Project Name: Logan Creek
 Consultant: Speece Lewis Engineers
 Consultant PM: Chris Lane
 NDOT PC: TBD
 Date: August 7, 2019

Project Number: ER-XXXX
 Control Number: XXXX



TASKS	PERSONNEL CLASSIFICATIONS												Total	
	PR	RLS	ENV	PM	SENG	ENG	SDS	DES	ADM	SPC	SUR	UND		
Project Management	6			26						30				62
1 Project Management	3			10						30				43
2 Project Description / Purpose and Need				8										8
3 Quality Assurance / Quality Control	3			8										11
Meetings	6			12	12	8								38
1 Owner Meetings	6													6
2 Plan-in-Hand Meeting				8	8	8								24
3 LPANDOT Coordination Meetings														
4 Meetings with Utilities				4	4									8
5 Public Involvement Planning Meetings														
6 Key Stakeholder Outreach														
7 City Council/County Board														
8 Open Houses														
9 One-on-One, Small Group Meetings														
Survey								12		25	25			62
1 Preliminary Field Survey										10	10			20
2 Digital Terrain Model								6						6
3 Base Map Preparation								6						6
4 Horizontal and Vertical Control										1	1			2
5 Section / Property Corners										3	3			6
6 Existing Utilities										2	2			4
7 Note Reduction / Preliminary Plotting										1	1			2
8 PIH Staking the Right of Way										8	8			16
9 Negotiations Staking the Right of Way														
Preliminary Roadway Design (PIH/30%)				16	41	16	29							102
1 Complete Form DR-76					2		1							3
2 Data Collection and Review					2		2							4
3 Roadway Horizontal Alignment														
4 Roadway Vertical Alignment														
5 Template Roadway Cross sections					2	2	2							6
6 Limits of Construction					2		2							4
7 Earthwork					2		2							4
8 Roadway Geometric Design					1	1	2							4
9 Roadway and Driveway Culverts					1	1	3							5
10 Construction and Removal							1	2						3
11 Utility Coordination/Verification					2									2
12 Construction Phasing/Detour Route/Temporary Roads														
13 Erosion Control					1	1	2							4
14 Quantities/Estimates					1	2	3							6
15 Typical Sections					1	1	2							4
16 2W/2A Sheets					1	1	2							4
17 Guardrail														
18 Floodplain Identification					3									3
19 Floodplain Permitting					2	2								4
20 Plan-in Hand Meeting/Report				16	16	4	4							40
21 Working Day Calculations					2									2
22 Pavement Determination														
23 Concrete Box Culvert Design/Load Rating														
Functional Plans (60%)				2	4		10							16
1 Functional plans					2		4							6
2 Quantity estimates					2		3							5
3 Sixty percent plan submittal				2			3							5
Draft PS&E Submittal (90%) plan review	2				7	2	4							15
1 Incorporate review comments					2		2							4
2 Opinion of probable cost	2				3	2								7
3 Draft PS&E package submittal					2		2							4

TASKS	PERSONNEL CLASSIFICATIONS													Total
	PR	RLS	ENV	PM	SENG	ENG	SDES	DES	ADM	SPC	SUR	UND		
Final PS&E Submittal/Blue Line Corrections	4				8	7	16							35
1 Final PS&E Submittal	4				2	2	4							12
2 Address comments or questions					1	1	2							4
3 Electronic CADD files					1		2							3
4 Temporary erosion control					1	2	2							5
5 Printing					1		4							5
6 SWPPP					1	2	2							5
7 QA/QC														
8 Letting Task					1									1
Utilities	2					6	6							14
1 Existing Right-of-Way Base														
2 Proposed Right-of-Way														
3 Right-of-Way Plan Sheets	2					6	6							14
4 Title Research														
5 Permit to occupy right of way														
Right-of-Way Design				1	2	17	12							32
1 Existing Right-of-Way Base						2								2
2 Proposed Right-of-Way						6	8							14
3 Right-of-Way Plan Sheets				1	2	4	4							11
4 Title Research						5								5
5 Permit to occupy right of way														
Right of Way Cost Estimate														
1 Right of Way Cost Estimate														
Bridge Design Services														
1 General Project management, Field Inspections and Meetings														
2 Bridge Design Data Sheets and Bridge Type, Size and Location Plans (TS&L) for Non-Hydraulic Structures														
3 Bridge Design Data Sheets and Bridge Type, Size and Location Plans (TS&L) for Hydraulic Structures														
4 Final Bridge Design														
5 Final Bridge Plans														
6 Load Rating Services														
7 Review Shop Drawings, Provide Construction Consultation and Girder Shim Calculations														
8 Construction Consultation														
9 Girder Shim Calculations														
Environmental Coordination				19	13		20							52
1 Review of NEPA documents and commitments				2	8		8							18
2 NEPA exhibits				1			3							4
3 Preliminary Waterway Permit Data Sheet							4							4
4 Wetlands Impacts							2							2
5 Permits						1								1
5a Floodplain Permit						4								4
5b Army Corps of Engineers 404 permit							1							1
5c NPDES, SWPPP & NOI							1							1
5d Activity Checklists														
5e NEPA Coordination				16										16
5f Wetland impact calculations							1							1
5g Nebraska Department of Environmental Quality														
5h City/County Health Department Permits														
Public Involvement														
1 Public Involvement Planning Meetings														
2 Public Involvement Plan														
3 Database Development/ Maintenance														
4 Key Stakeholder Outreach														
5 City Council/County Board meetings														
6 Open Houses														
7 One-on-One, Small Group Meetings														
8 Newsletters/Informational Materials														
9 Final Public Involvement Report/Documentation														
Water Line and Sanitary Sewer Relocation/Reconstruction														
1 Water Line														
2 Sanitary Sewer														
Geotechnical Evaluation														
1 Data Research														
2 Design Recommendations														
3 Geotechnical Report														
Hydrology and Hydraulic Design														
1 Hydraulic Survey														
2 Hydrology														
3 Hydraulic Analysis														
4 Bridge Design Data Sheet, TS&L for Hydraulic Structures														
Misc. Items														
1														

TASKS	PERSONNEL CLASSIFICATIONS												
	PR	RLS	ENV	PM	SENG	ENG	SDES	DES	ADM	SPC	SUR	UND	Total
2													
3													
Total Days:	2.5			9.5	10.88	7	12.13	1.5	3.75	3.13	3.13		54
Total Hours:	20			76	87	56	97	12	30	25	25		428.0

Project Cost & Breakdown

Preliminary Engineering

Project Name: Channel Repair Project, County Road 'F' over Logan Creek
Consultant: SPEECE LEWIS ENGINEERS, INC.
Consultant PM: Chris Lane
NDOT PC: Paul Kieper, 402-479-3944, paul.kieper@nebraska.gov
Date: August 7, 2019

Project Number: ER-XXXX
Control Number: XXXXX



LABOR COSTS			
Classification	Hours	Weighted Rate	Amount
Principal	20.00	\$200.00	\$4,000.00
Registered Land Surveyor			
Environmental Scientist		\$86.00	
Project Manager	76.00	\$200.00	\$15,200.00
Senior Engineer	87.00	\$126.00	\$10,962.00
Engineer	56.00	\$103.25	\$5,782.00
Senior Designer/Technician	97.00	\$84.80	\$8,225.60
Designer/Technician	12.00	\$82.00	\$984.00
Administrative	30.00	\$66.00	\$1,980.00
Survey Party Chief	25.00	\$80.00	\$2,000.00
Surveyor I	25.00	\$71.50	\$1,787.50
Undefined			
	428.00	Subtotal	\$50,921.10

DIRECT EXPENSES	Amount
Subconsultants:	
Printing And Reproduction:	\$142.50
Mileage/Travel:	\$287.50
Lodging/Meals:	
Other Miscellaneous Costs:	\$800.00
	Subtotal
	\$1,230.00

TOTAL PROJECT COSTS	Amount
Labor Costs	\$50,921.10
Direct Expenses	\$1,230.00
	TOTAL COST
	\$52,151.10

Direct Expenses

Preliminary Engineering

Project Name: Channel Repair Project, County Road 'F' over Logan Creek
Project Number: ER-XXXX
Consultant: SPEECE LEWIS ENGINEERS, INC. **Control Number:** XXXXX
Consultant PM: Chris Lane
LPA RC: Scott Huppert, 402-727-2722, dodgecoroads@hotmail.com
NDOT PC: Paul Kieper, 402-479-3944, paul.kieper@nebraska.gov
Date: August 7, 2019



Subconsultants:			Amount	
Felsburg, Holt and Ullevig	###	46,831		
Subtotal				
Printing and Reproduction:		Qty	Unit Cost	Amount
Full Size Prints		25	\$5.00	\$125.00
11x17 Copies/prints		50	\$0.35	\$17.50
Subtotal				\$142.50
Mileage/Travel:		Qty	Unit Cost	Amount
Mileage		500	\$0.575	\$287.50
Subtotal				\$287.50
Lodging/Meals:		Qty	Unit Cost	Amount
Subtotal				
Other Miscellaneous Costs:		Qty	Unit Cost	Amount
Title Research		4	\$200.00	\$800.00
Subtotal				\$800.00
TOTAL DIRECT EXPENSES				\$1,230.00

controls in place to ensure that time charges to projects are accurate and have the appropriate supervisory approval.

B. This section has intentionally been left blank.

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

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

- 1) A non-labor cost charged as a direct cost cannot be included in Consultant's overhead rate. If, for reasons of practicality, Consultant is treating a direct non-labor cost category in its entirety as an overhead cost, then costs from that category are not eligible to be billed to this project as a direct expense.
- 2) Subconsultant costs may not exceed the costs shown on the attached Consultant's Fee Proposal for each subconsultant unless agreed upon by the Consultant and LPA, or State on LPA's behalf. Consultant shall require subconsultant costs to have the same level of documentation as required of Consultant. Consultant must review subconsultants' invoices and progress reports to ensure they are accurate, costs are allowable, and properly documented before sending invoices of those costs to State.
- 3) The following direct non-labor costs (direct expenses) will be reimbursed at actual costs, not to exceed the rates as shown below.
 - a) TRANSPORTATION – Automobile rentals, air fares, and taxi/shuttle transportation will be actual reasonable cost and, if discounts are applicable, the Consultant shall give LPA and State the benefit of all discounts. Receipts must be submitted with invoices. A bank card receipt alone is not sufficient documentation.
 - b) MILEAGE – The reimbursement for mileage associated with the use of company owned vehicles will be the prevailing standard rate as established by the Internal Revenue Service (IRS) through its Revenue Procedures. Reimbursement for mileage associated with the use of a privately owned vehicle (POV), is limited to the lesser of:
 - (i) The mileage rate that the Consultant reimbursed to the person who submitted the claim for POV use; or
 - (ii) The prevailing standard rate as established by the IRS.
 - c) LODGING – The reimbursement for lodging rates will be limited to the prevailing standard rate as indicated on the U.S. General Services Administration's (GSA) website at <http://www.gsa.gov/portal/category/100120>. Consultant shall give LPA and State the benefit of all lodging discounts. Receipts must be submitted with invoices.
 - d) MEALS – The reimbursement for meals and incidental expenses will be limited to the prevailing standard rate as indicated on the GSA website noted above.

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

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

Breakfast:

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

Lunch:

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

Dinner:

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

- (ii) Meals are not eligible for reimbursement if the employee eats within 20 miles of the headquarters town of the employee.
- (iii) Meal receipts must itemize all food and drinks purchased. A bank card receipt alone is not sufficient documentation. If receipt does not itemize all food and drink purchased at the meal, reimbursement is limited to a maximum of \$4.99 for that meal.
- (iv) Reimbursement for meal gratuities/tips will be whatever is usual or customary, but should not exceed 20 percent.

5. INELIGIBLE COSTS

State will not pay for costs incurred prior to the Notice to Proceed date or after the completion deadline date set out in the NOTICE TO PROCEED AND COMPLETION SCHEDULE Section of this Agreement or as approved in writing by LPA, or State on LPA's behalf. Per Section 4. ALLOWABLE COSTS, State will not pay for costs incurred, but not submitted to State within 90 days of the date incurred. Consultant (including its employees) is assumed to have incurred travel costs on the day travel occurred. Consultant is assumed to have incurred costs from a Subconsultant on the same day the Subconsultant incurred the cost.

6. *This section has intentionally been left blank.*

7. INVOICES AND PROGRESS REPORTS

- A. Consultant shall promptly submit invoices to State based on Consultant's billing period, but shall not submit more than one invoice per month. Invoices must include all services completed and allowable costs incurred during the billing period. Invoices may also include a request for services provided or costs incurred during a prior billing period, including subconsultant costs, with an explanation for why those costs were not previously included in an invoice, so long as those costs were incurred no more than 90 days prior to State's receipt of the invoice. Accordingly, State retains the sole discretion to not pay for costs incurred that have not been invoiced as provided above.
- B. In the event Consultant has incurred otherwise allowable costs, and such costs would exceed the maximum direct labor costs or total agreement amount listed in Section 2.

MAXIMUM AGREEMENT AMOUNTS, Consultant shall list such costs on the invoice, but they must be subtracted from the total invoice amount submitted to State for payment.

C. Content of Invoice Package (In order presented)

1) Consultant's Invoice:

- i. The first page of an invoice must identify the company's name and address, - invoice number, invoice date, invoicing period (beginning and ending dates of services), and agreement or task order number.
- ii. The invoice or accompanying supporting documentation must identify each employee by name and classification, the hours worked, and the specific rate of compensation (billing rate) for each employee.
- iii. Direct non-labor expenses:
 1. Direct non-labor expenses, other than travel-related expenses, must be itemized and provide a complete description of each item billed with supporting receipts or invoices.
 2. Travel-related expenses must be summarized and submitted on NDOT Form 163 (see below). Supporting receipts must be submitted with NDOT Form 163 when invoicing for these expenses.
 3. All supporting receipts must be kept as required in Section 18.
- iv. Subconsultant Services: Consultant shall require subconsultants to provide the same supporting documentation, invoices, and receipts as Consultant is required to retain and submit.

CONSULTANT COST RECORD RETENTION.

2) Progress Report: A Progress Report must accompany the invoice package documenting Consultant's work during the service period. If an invoice is not submitted monthly, then a Progress Report must be submitted at least quarterly via email to LPA and State's Project Coordinator. All Progress Reports must include, but are not limited to, the following:

- i. A description of the Services completed for the service period to substantiate the invoiced amount.
- ii. A description of the Services anticipated for the next service period
- iii. A list of information Consultant needs from LPA, or State on LPA's behalf
- iv. Percent of Services completed to date

3) Cost Breakdown Form: Each invoice package must include a completed "Cost Breakdown Form" (NDOT Form 162). This form is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>.

4) Travel Log: If an invoice contains any travel-related expenses, then a completed "Invoice Travel Log" (NDOT Form 163) must be included with the invoice package. This form is available on the State's website. Upon approval by State, Consultant may use a substitute Invoice Travel Log provided it documents substantially the same information as NDOT Form 163. The Travel Log must document the employee's name, locations traveled, date/time of departure to the project, date/time of return to the headquarters town, and expenses for transportation, meals, and lodging.

11. *This section has intentionally been left blank.*

12. FINAL INVOICE AND PAYMENT

Upon completion of the Services under this Agreement, Consultant shall submit their final invoice. After receipt of final invoice and determination by LPA, or State on LPA's behalf, that the final invoice and Progress Report adequately substantiate the Services provided and the Services were completed in accordance with this Agreement, State, on LPA's behalf, will pay Consultant. Acceptance of the final payment by Consultant will constitute and operate as a release to LPA and State for all claims and liability to Consultant, its representatives, and assigns, for any and all things done, furnished, or relating to the Services rendered by or in connection with this Agreement or any part thereof.

13. AGREEMENT CLOSE-OUT

Upon submitting its final invoice, the Consultant must complete and submit to LPA, or State on LPA's behalf, a Notification of Completion Form (NDOT Form 39). The form is generated and submitted electronically through State's OnBase Invoice Workflow System. Instructions for generating and submitting the NDOT Form 39 are available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>. Consultant shall submit NDOT 39 Form within 90 days of completion of the work under this Agreement, and if such Form is not timely submitted, State may audit and close the Agreement without accepting any further invoices from Consultant.

14. FEDERAL COST PRINCIPLES

LPA will not make payments directly to Consultant for services performed under this agreement. Instead, the State will serve as a paying agent for LPA, and will pay Consultant directly for properly submitted and approved invoices using both LPA and Federal funds based on the applicable project federal cost participation percentage. The following process shall apply whenever the LPA, the State or the FHWA determines that certain costs, previously paid to Consultant, should not have been paid with federal funds by the State to Consultant. Consultant shall immediately repay the State the federal share of the previously paid amount and may invoice LPA for the costs repaid to the State. LPA shall promptly pay the full amount of the invoice from its own funds unless LPA, in good faith, disputes whether the Consultant is entitled to the payment under the agreement or the amount of the invoice. In the event of a dispute between LPA and Consultant, the dispute resolution process, outlined Section 4.4.3.5 DISPUTE RESOLUTION of the LPA Manual, shall be used by the parties. For performance of Services as specified in this Agreement, State will pay Consultant subject to the terms of this Agreement and all requirements and limitations of the federal cost principles contained in the Federal Acquisition Regulations 48 CFR 31 (Contract Cost Principles and Procedures).

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

LPA, or State on LPA's behalf, may request that Consultant provide services that, in the opinion of Consultant, are in addition to or different from those set out in the Scope of Services. When LPA, or State on LPA's behalf, decides that these out-of-scope services may require an adjustment in costs, Consultant shall provide in writing:

- A. A description of the out-of-scope services,
- B. An explanation of why Consultant believes that the out-of-scope services are not within the original Scope of Services and additional work effort is required,

C. An estimate of the cost to complete the out-of-scope services. Consultant must receive written approval from LPA, or State on LPA's behalf, before proceeding with the out-of-scope services. Before written approval will be given by LPA, or State on LPA's behalf, LPA or State must determine that the situation meets the following criteria:

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

Once the need for a modification to the Agreement has been established, the State, on LPA's behalf, will prepare a supplemental agreement. If the additional work requires the Consultant to incur costs prior to execution of a supplemental agreement, the State, on LPA's behalf, may issue a written notice to proceed prior to completing the supplemental agreement (for non-Federal aid projects) or shall use the process set out below (for Federal aid PE projects):

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

16. TERMINATION COST ADJUSTMENT

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

17. AUDIT AND FINAL COST ADJUSTMENT

Upon LPA's and State's determination that Consultant has completed Services under this Agreement, State, or its authorized representative, may complete an audit review of the payments made under this Agreement. The Parties understand that the audit may require an adjustment of the payments made under this Agreement. Consultant agrees to reimburse State for any overpayments identified in the audit review, and State agrees to pay Consultant for any identified underpayments.

18. CONSULTANT COST RECORD RETENTION

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

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

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

RESOLUTION

SIGNING OF PRELIMINARY ENGINEERING AGREEMENT – BK1956

Dodge County

Resolution No. _____

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

Whereas: Dodge 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: Dodge County and Speece Lewis Engineers, Inc., wish to enter into a Professional Services Agreement to provide preliminary engineering services for the Federal-aid project.

Be It Resolved: by the Board of Supervisors of Dodge County that:

Bob Missel, Chair of the Dodge County Board of Supervisors, is hereby authorized to sign the attached preliminary engineering services agreement between Dodge County, Nebraska and Speece Lewis Engineers, Inc.

NDOT Project Number: ER-3490(13)

NDOT Control Number: 22792

NDOT Project Description: Hooper North, Logan Creek

Adopted this _____ day of _____, 2020 at _____ Nebraska.
(Month)

The Board of Supervisors of Dodge 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