Agenda Item: 6.

Memo to: Programs, Projects, and Operations Subcommittee

Subject: Mopac Trail (Platte River Trail Project - Hwy 50 to Lied Bridge) Construction

Engineering Agreement with Ehrhart Griffin & Associates

Date: February 4, 2013

By: Gerry Bowen

The attached Resolution and Project Agreement is for Construction Engineering (CE) Services for the Mopac Trail (Platte River Trail Project - Hwy. 50 to the Lied Bridge). The agreement is between the District and Ehrhart Griffin & Associates (EGA). The resolution needs to be adopted by the Board, which authorizes the General Manager to execute the agreement.

NDOR prepared the agreement after a scope of services and proposed fee schedule (included in the agreement) were negotiated with EGA. Cost estimates were prepared by EGA and the District with differences negotiated to the final form. NDOR staff assisted with this process and approval from FHWA was received into the final form as attached. The not to exceed amount of the CE agreement is \$364,358.00, with the District's share 20% of this amount, or \$72,871.60.

As you may recall, in November, 2012, the District approved a construction contract with M. E Collins Contracting Company in the amount of \$2,592,463.43. The start date for construction is April 1, 2013. It is anticipated that construction will continue throughout the spring and summer with completion sometime in late fall.

• It is recommended that the Subcommittee recommend to the Board that the Board adopt the resolution authorizing the General Manager to execute the attached Task Order between the District and Ehrhart Griffin & Associates for Construction Engineering Services for the Mopac Trail (Platte River Trail Project - Highway 50 to Lied Bridge) for actual work performed with a not-to-exceed amount of \$364,358.



RESOLUTION

SIGNING OF A PROFESSIONAL SERVICES AGREEMENT - BK1308

	Pa	pio Missouri River Natural Resc	ource District County
		Resolutio	n No.
Whereas: Papio Missouri for which it intends to obta	i River Natural Res iin Federal funds;	ource District is developing a tra	ansportation project
funding is charged with the	e responsibility of e	ource District as a sub-recipient expending said funds in accorda es and guidelines applicable to	nce with Federal,
Whereas: Papio Missouri to enter into a Professiona the Federal-aid project.	River Natural Res I Services Agreem	ource District and Ehrhart Griffir ent to provide construction engi	n & Associates wish neering services for
Be It Resolved: by the Be that:	oard of Directors of	Papio Missouri River Natural R	esource District
hereby authorized to sign to	the attached constr	ver Natural Resource District Bouction engineering services agret and Ehrhart Griffin & Associa	eement between
NDOR Project Number: S	TPB-77(49)		
NDOR Control Number: 2	2191		TI STOCK BEAUGING
NDOR Project Description	: Platte River Trail	Phase 1	depart of the
Adopted this day	of(Month)	_, 2013 at (Year)	Nebraska.
		er Natural Resource District	
			Compared to
			
		· · · · · · · · · · · · · · · · · · ·	
			
	Board/Council Me	ember	
	Moved the adopt	ion of said resolution	
	Moved the adopt	ion of said resolution	conded the Motion
	Moved the adopti Member Roll Call:	ion of said resolution Se YesNo Abstain	
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PROFESSIONAL SERVICES, CONSULTANT LPA PROJECTS

CONSTRUCTION ENGINEERING SERVICES

PAPIO MISSOURI RIVER NATURAL RESOURCE DISTRICT EHRHART GRIFFIN & ASSOCIATES PROJECT NO. STPB-77(49) CONTROL NO. 22191 PLATTE RIVER TRAIL, PHASE 1

THIS AGREEMENT, made and entered into by and between the Papio Missouri River

Natural Resource District in Nebraska hereinafter referred to as the "LPA", and Ehrhart Griffin &

Associates, hereinafter referred to as the "Consultant", and collectively referred to as the

"Parties."

WITNESSETH:

WHEREAS, LPA has completed or is in the process of completing plans, special provisions, and standard specifications for the letting and construction of a federal-aid transportation related construction project, and

WHEREAS, the LPA's federal-aid project is designated as Project No. STPB-77(49), and WHEREAS, the project identified above is solely the responsibility of the LPA; the State's involvement in this project is for the sole purpose of acting as the representative of the Federal Highway Administration (FHWA) for eligibility of the project for federal funding, and

WHEREAS, the LPA used a qualification based selection process to select the Consultant to provide Construction Engineering services, hereinafter referred to as Services, and

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

WHEREAS, LPA and Consultant wish to enter into this agreement to specify the duties and obligations of the parties for the Services described herein, and

WHEREAS, Consultant is willing to perform Services in accordance with the terms hereinafter provided, agrees to comply with all federal, state, and local laws and ordinances applicable to this agreement, and agrees to comply with all applicable federal-aid transportation project related program requirements, so that Consultant's costs of Construction Engineering will be eligible for federal reimbursement, and

WHEREAS, the LPA and Consultant intend that these Services be completed in accordance with the terms and conditions of the Nebraska LPA Guidelines Manual for

Federal-Aid Projects; hereinafter referred to as LPA Manual (See definition in Section 1), and

WHEREAS, Consultants primary contact person for LPA will be LPA's representative, who has been designated as being in responsible charge of the project, and who is referred to herein as RC or Responsible Charge, and

WHEREAS, the State has let or will let a construction contract for the project on behalf of the LPA, and

WHEREAS, the Consultant is required to use the State provided construction recordkeeping system (Trans-Port Site Manager), for the Services provided under this agreement.

NOW THEREFORE, in consideration of these facts, the parties hereto agree as follows: SECTION 1. DEFINITIONS

WHEREVER in this agreement the following terms are used, they shall have the following meaning:

"LPA" for this agreement LPA means Papio Missouri River Natural Resource District. In this agreement, LPA may also be used to refer to all Local Public Agencies, collectively. Local Public Agencies include, but are not necessarily limited to; Nebraska Cities, Villages, Counties, Political Subdivisions, Native American Tribes, and other entities or organizations found to be eligible sub recipients of federal funds for transportation projects.

"CONSULTANT" means the firm of Ehrhart Griffin & Associates and any employees thereof, whose business and mailing address is 3552 Farnam Street, Omaha, NE 68131.

"SUBCONSULTANT/SUBCONTRACTOR" means the firm of Theile Geotech, Inc. and any employees thereof, whose business and mailing address is 13478 Chandler Rd, Omaha, NE 68138 and the firm of Kenneth D. Lathrum & Associates, P.C., and any employees thereof, whose business and mailing address is 1901 North 81st Street, Omaha, NE 68114 and the firm of Big Muddy Workshop, Inc. and any employees thereof, whose business and mailing address is 4502 South 42nd Street, Omaha, NE 68107..

"LPA MANUAL" shall mean the Nebraska Department of Roads' LPA Guidelines Manual for Federal-Aid Projects. The LPA Manual is a document approved by the Federal Highway Administration (FHWA) that sets out the requirements for local federal-aid projects to be eligible for federal reimbursement; the LPA Manual can be found in its entirety at the following web address: http://www.dor.state.ne.us/gov-aff/lpa/lpa-quidelines.pdf.

"RESPONSIBLE CHARGE" or "RC" shall mean LPA's representative for the project whose duties and responsibilities are identified in federal law and in the LPA Manual.

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

Department of Transportation on federally funded transportation projects sponsored by a subrecipient of federal funds and any reference to the "State" in this agreement shall mean the State on behalf of the United States Department of Transportation.

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

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

"STATE REPRESENTATIVE" means an employee of the State assigned by the State to determine whether the LPA's project meets the eligibility requirements for federal funding and to provide technical assistance when requested by the LPA, in LPAs efforts to comply with the requirements for Federal-aid funded local projects.

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

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

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

SECTION 2. THIS SECTION HAS INTENTIONALLY BEEN LEFT BLANK
SECTION 3. THIS SECTION HAS INTENTIONALLY BEEN LEFT BLANK
SECTION 4. TERM OF THE AGREEMENT

This agreement becomes effective on the date it is signed by the LPA and will end upon:

(1) the waiver of an audit review or (2) the final completion of an audit review by the State or its authorized representative, and the resolution of all issues identified in the audit report.

SECTION 5. SCOPE OF SERVICES

Consultant understands that the Services provided by Consultant must be completed in accordance with all federal-aid reimbursement requirements and conditions. Consultant agrees

that the Scope of Services for this work will be in two parts. Part one of the Scope of Services is contained within the "General Scope of Services" set out below. Part two of the Scope of Services is set out on the document attached hereto as Exhibit "A", which is hereby fully incorporated herein and made a part hereof by this reference. Exhibit "A" is the result of the following process:

- LPA provided Consultant with a document describing the detailed proposed
 Scope of Services for this project.
- (2) Consultant made necessary and appropriate proposed additions, deletions, and revisions to LPA's detailed Scope of Services document.
- (3) LPA and Consultant together reviewed the proposed Scope of Services, the proposed revisions and negotiated the final detailed Scope of Services and Fee Proposal document, which is attached as Exhibit "A".

Consultant and LPA have agreed that Exhibit "A" sets out the Services reasonably necessary and the costs reasonably estimated for Consultant Services to adequately observe, monitor, inspect, measure, manage, document and report so that LPA's project is constructed by the contractor in compliance with the Construction Contract Documents (definition below), the Manuals (definition below), State and Federal law, rule or regulation and policy. The Consultant agrees to provide the services listed on Exhibit "A" for Project STPB-77(49), Control No. 22191, in Sarpy County, Nebraska.

General Scope of Services:

The Consultant services generally include, but are not limited to: project management; construction engineering; pre-construction staking; traffic control plans; conducting the preconstruction conference; construction staking: project inspection; materials sampling and testing during project construction; monitoring environmental commitments; preparing as-built plans; progress computations; final computations; preparing contractor change orders and work orders; and all project communications, including any necessary communication regarding federal-funding project eligibility questions, issues and concerns.

The Consultant shall review and have a working knowledge of the project plans, special provisions, standard specifications [the Standard Specifications for Highway Construction of NDOR (Current Edition)], change orders and all other project related contract documents for the construction of LPA's Federal-Aid project. The project plans, special provisions, standard specifications, and other contract documents are hereby incorporated by reference into this agreement, as if they were fully set forth herein, and collectively, may be referred to as the

Construction Contract Documents. Consultant shall assume the duties of "Inspector," (also referred to in the NDOR Construction Manual as "Construction Technician"); "Project Manager;" and also "Engineer" (unless the context of use of the term "Engineer" would otherwise require), as those terms are defined and duties set out in the Standard Specifications for Highway Construction (2007 Edition). Consultant shall assume that it is responsible for all duties of the "Engineer" unless notified otherwise by RC on behalf of LPA.

Additionally, Consultant shall review and have a working knowledge of the following authoritative guides and manuals related to highway construction, materials and federal aid reimbursement:

- (1) NDOR Construction Manual Current Edition
- (2) Materials Sampling Guide (NDOR)
- (3) Standard Methods of Tests 2006 (NDOR)
- (4) The LPA Manual
- (5) The Manual on Uniform Traffic Control Devices
- (6) AASHTO Standard Specifications for Transportation Materials and Methods of Sampling and Testing
- (7) The ASTM Standards
- (8) NDOR Final Review Manual

These documents are hereby incorporated herein by reference as if fully set forth, and these documents, collectively, may be referred to as the Manuals. Unless required otherwise by the Construction Contract Documents, Consultant shall be responsible for timely completion of all applicable checklists, tests, samples, duties, requirements and provisions of the Manuals. The Manuals will be used to determine what, when, how, the sequence, and other details of the work that must be provided by Consultant, whenever Consultant's duties in these respects are not clearly set out in the Construction Contract Documents. Consultant shall employ a sufficient number of qualified employees on the project to adequately observe, monitor, inspect, measure, manage, document, report and carry out the other duties of this agreement, so that the project is constructed by the contractor in compliance with the Construction Contract Documents, the Manuals, State and Federal law, rule or regulation and policy. Consultant shall fulfill all contract duties of inspection, project management and construction engineering for the project in a timely manner and shall communicate regularly about the progress of the construction with the LPA, through the RC, and, when appropriate for federal funding or eligibility issues, the State representative.

The Consultant is required to use Trans•Port Site Manager as the construction recordkeeping system for Services under this contract.

The Consultant shall be present at the project site when appropriate for each applicable phase of construction to inspect, observe, monitor, measure, manage, document and report on the progress of the work or as otherwise specially agreed to by the LPA.

The parties understand that the Consultant is not responsible for the Contractor's means and methods of construction. To the extent the Construction Contract Documents and the Manuals specify sequencing of work, equipment requirements, or other construction methods, the Consultant shall keep the Owner's RC informed about the progress and quality of the portion of the work and shall advise the RC about observed or measured deficiencies in the work.

Additional Requirements:

- The Consultant shall advise the LPA when it appears any Disadvantaged
 Business Enterprise (DBE) working on the project is in need of assistance.
- B. The Consultant shall make every effort to assist the Contractor or any Subcontractor in interpreting Project Plans, Special Provisions, Standard Specifications, other Construction Contract Documents, or the Manuals.
- C. The Consultant will be present at the project site or available at LPA's Offices beginning on the date specified in the LPA's notice to proceed to the contractor, unless project work has not begun at the site; or, with at least 24 hours notice, at any prior date (1) when contract work begins or when materials are delivered to the project that need to be tested, sampled or inspected to verify conformance to the requirements of the Construction Contract Documents.
- D. The Consultant will promptly review and approve or reject all construction work on the project, with the right, but not the duty, for the State and FHWA to review for compliance or funding eligibility.
- E. All reports of field tests performed by the Consultant will be submitted weekly to the State Representative (two copies). Consultant will take prompt and appropriate action to reject or cause Contractor to remedy the work or materials that do not conform to the contract documents.
- F. The Consultant shall comply with all Federal, State and local laws, rules or regulations, policies or procedures, and ordinances applicable to the work contemplated in this agreement.

- G. Project time delays attributed solely to the Contractor will constitute a basis for a request for an equivalent extension of time for the Consultant. The parties understand that federal reimbursement of extra compensation must be approved in advance as described in the Fees and Payments Section of this agreement.
- H. The sampling and testing type, method and frequency must be completed by Consultant according to the current State of Nebraska Manuals, including the Materials Sampling Guide and the State Standard Methods of Tests (www.dor.state.ne.us), and the Construction Contract Documents. For sampling or testing issues or situations that are not covered in the Construction Contract Documents or the Manuals, Consultant shall notify LPA, provide its advice and request that LPA decide what testing type, method or frequency should be applied for this project. Any test methods or procedures that are proposed to be used and are not covered by NDOR procedures must receive prior concurrence for use from NDOR and FHWA.

SECTION 6. STAFFING PLAN

The Consultant has provided LPA with a staffing plan that identifies the employees of the Consultant who will be part of the primary team for this project. The primary team members will be agreed upon and identified in this agreement. The primary team is expected to be directly responsible for providing the field services for the work under this agreement. This document shall specify the role that will be assigned to each member of the primary team. This document is attached hereto as Exhibit "A" and is incorporated herein by this reference. During construction, the Consultant may make occasional temporary changes to the primary team. However, any permanent change to the primary team will require prior written approval from the LPA.

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 the Consultant to provide acceptable replacement personnel or qualified new personnel to keep the services on schedule will be cause for termination of this agreement and the Master Agreement, with settlement to be made as provided in the SUSPENSION, ABANDONMENT, OR TERMINATION section of this agreement.

SECTION 7. NEW EMPLOYEE WORK ELIGIBILITY STATUS

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

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

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

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

SECTION 8. NOTICE TO PROCEED AND COMPLETION

The LPA will issue Consultant a written Notice-to-Proceed upon 1) full execution of this agreement, 2) LPA's determination 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. Any work or services performed by Consultant on the project prior to the date specified in the written Notice-to-Proceed will not be eligible for reimbursement.

The Consultant shall complete all work under this agreement within 45 calendar days the DR Form 91, Notification of Contract Completion, is signed by the State. Any costs incurred by Consultant after the completion date, are not eligible for federal funding reimbursement unless the Consultant has received a written extension of time from the LPA.

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

SECTION 9. FEES AND PAYMENTS

The general provisions concerning payment under this agreement are set out on the Exhibit "B", attached hereto and made a part of this agreement.

For performance of the services under the terms of this agreement, the Consultant will be paid a fixed-fee-for-profit of \$35,410.82 and up to a maximum amount of \$328,947.18 for actual costs in accordance with Exhibit "B". The total agreement amount is \$364,358.00.

SECTION 10. PROFESSIONAL PERFORMANCE (LPA CE Agreement)

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

the project and revision, reconsideration or reworking of the Consultant's work product is necessary, the Consultant shall make such revisions without expense to the LPA. The Consultant shall respond to the notice of any errors, omissions or negligence within 24 hours and give immediate attention to necessary corrections. If the Consultant discovers errors, omissions, or negligence in its work, it shall notify the LPA within 24 hours. Failure of the Consultant to notify the LPA will constitute a breach of this Master Agreement. The Consultant's legal liability for all damages incurred by the LPA caused by error, omission, or negligent acts of the Consultant will be borne by the Consultant without liability or expense to the LPA.

SECTION 11. SUSPENSION, ABANDONMENT OR TERMINATION (2/8/12)

The LPA has the absolute right to suspend or abandon the work, or terminate this agreement at any time and such action on its part will in no event be deemed a breach of this agreement. The LPA will give the Consultant seven days written notice of such suspension, abandonment, or termination. Any necessary change in Scope of Services shall follow the Consultant Work Order Process outlined in the FEES AND PAYMENTS section above.

If the LPA suspends or abandons the work or terminates the agreement as presently outlined, the Consultant shall be compensated in accordance with the provisions of 48 CFR 31, provided however, that in case of suspension, abandonment, or termination for breach of this agreement, the LPA will have the power to suspend payments, pending the Consultant's compliance with the provisions of this agreement. For an abandonment or termination of this agreement, payment to Consultant will be prorated based on the percentage of work completed by the Consultant prior to abandonment or termination compared to the total amount of work contemplated by this agreement.

The ownership of all project plans and supporting documents completed or partially completed at the time of such termination or abandonment will be retained by the LPA and the Consultant shall immediately deliver all project plans and supporting documents to the LPA.

SECTION 12. OWNERSHIP OF DOCUMENTS (11/17/11)

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

LPA acknowledges that such data may not be appropriate for use on an extension of the services covered by this agreement or on other projects. Any use of the data for any purpose

other than that for which it was intended without the opportunity for Consultant to review the data and modify it if necessary for the intended purpose will be at the LPA's sole risk and without legal exposure or liability to Consultant.

Further, Consultants' time sheets and payroll documents shall be kept in Consultants' files for at least three years from the completion of final cost settlement by FHWA and project closeout by the State.

SECTION 13. CONFLICT OF INTEREST LAWS

The Consultant shall review the Conflict of Interest provisions of 23 CFR 1.33 and 49 CFR 18.36(b)(3) and agrees to comply with all the Conflict of Interest provisions in order for the LPA's project to remain fully eligible for Federal funding. By signing this agreement, the Consultant certifies that Consultant is not aware of any financial or other interest the Consultant has that would violate the terms of these federal provisions.

SECTION 14. USE AND/OR RELEASE OF PRIVILEGED OR CONFIDENTIAL INFORMATION

Certain information provided by the LPA or State to the Consultant is confidential information contained within privileged documents protected by 23 U.S.C. §409. "Confidential information" means any information that is protected from disclosure pursuant to state and federal law and includes, but is not limited to, accident summary information, certain accident reports, diagnostic evaluations, bridge inspection reports, and any other documentation or information that corresponds with said evaluations or reports, and any other information protected by 23 U.S.C. §409. "Privileged document" means any document pertaining to any file or project maintained by the LPA or State that is privileged and protected from disclosure, pursuant to appropriate state and federal law, including any document containing attorney-client communications between an LPA or State employee and Legal Counsel. This confidential and privileged information is vital and essential to the Consultant in order that the Consultant adequately design the project at hand on behalf of the LPA or State.

The Consultant agrees it will only use any information or documentation that is considered to be privileged or confidential for the purposes of executing the services by which it has agreed to render for the LPA or State for the project at hand only. The Consultant agrees not to reveal, disseminate, or provide copies of any document that is confidential and privileged to any individual or entity. The State or the LPA agrees that any information or documentation that is considered to be privileged or confidential that is provided to Consultant will be marked with the following information (Approved 11/4/11):

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

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

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

SECTION 15. FORBIDDING USE OF OUTSIDE AGENTS

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, the LPA has the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

SECTION 16. NON-RAIDING CLAUSE

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

SECTION 17. GENERAL COMPLIANCE WITH LAWS

The Consultant hereby agrees to comply with all federal, state, and local laws and ordinances applicable to the services in effect at the time of the work.

SECTION 18. DISPUTES

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

SECTION 19. RESPONSIBILITY FOR CLAIMS AND LIABILITY INSURANCE (1-24-12)

The Consultant agrees to save harmless the LPA from all claims and liability due to the error, omission, or negligence of the Consultant or those of the Consultant's agents or employees in the performance of services under this agreement. Further, it is expected that in carrying out the work under this agreement, Consultant will make various decisions and judgments and Consultant will determine what actions are required by Consultant and by others to properly complete the work. Nothing in this agreement shall be interpreted to relieve Consultant from any liability it would otherwise have to LPA in carrying out the work under this agreement.

Finally, the Consultant shall for the life of this agreement, carry insurance as outlined in Exhibit "C" and attached hereto, and hereby made a part of this agreement. In any contract Consultant has with a subconsultant, Consultant shall require that the insurance requirements outlined in Exhibit "C" must be met by the subconsultant.

SECTION 20. PROFESSIONAL REGISTRATION (CE Agreements)

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

SECTION 21. SUCCESSORS AND ASSIGNS

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

SECTION 22. DRUG-FREE WORKPLACE POLICY

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

SECTION 23. FAIR EMPLOYMENT PRACTICES ACT

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

SECTION 24. DISABILITIES ACT

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

SECTION 25. DISADVANTAGED BUSINESS ENTERPRISES

The Consultant shall ensure that disadvantaged business enterprises, as defined in 49 CFR 26, have the maximum opportunity to compete for and participate in the performance of sub agreements financed in whole or in part with federal funds under this agreement.

Consequently, the disadvantaged business requirements of 49 CFR 26 are hereby made a part of and included in this agreement by reference.

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

SECTION 26. NONDISCRIMINATION

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

 and Equipment: In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subagreement,

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

SECTION 27. SUBLETTING, ASSIGNMENT, OR TRANSFER

The Subconsultants/Subcontractors will provide structural engineering, landscape architectural and geotechnical services.

Any other subletting, assignment, or transfer of any professional services to be performed by the Consultant is hereby prohibited unless prior written consent of the LPA is obtained.

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

SECTION 28 CONSULTANT CERTIFICATIONS

The undersigned duly authorized representatives of the Consultant, by signing this agreement, hereby swears, under the penalty of law, the truth of the following certifications, and agrees as follows:

- A. Neb. Rev. Stat. § 81-1715(1). I certify compliance with the provisions of Section 81-1715 and, to the extent that this contract is a lump sum or actual cost-plus-a-fixed fee professional service contract, I hereby certify that wage rates and other factual unit costs supporting the fees in this agreement are accurate, complete, and current as of the date of this agreement. I agree that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the LPA determines the contract price had been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.
- B. Neb. Rev. Stat. §§ 81-1717 and 1718. I hereby certify compliance with the provisions of Sections 81-1717 and 1718 and, except as noted below neither I nor any person associated with the firm in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position involving the administration of federal funds:
 - Has employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this agreement, or
 - Has agreed, as an express or implied condition for obtaining this
 agreement, to employ or retain the services of any firm or person in
 connection with carrying out this agreement, or
 - 3. Has paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with procuring or carrying out this agreement, except as here expressly stated (if any).

C. Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions. Section C1 below contains 10 instructions that consultant agrees to follow in making the certifications contained in C2.

1. Instructions for Certification

- By signing this agreement, the Consultant is providing the certification set out below.
- b. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this project. The Consultant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the LPA's determination whether to enter into this agreement. However, failure of the Consultant to furnish a certification or an explanation will disqualify the Consultant from participation in this agreement.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the State determined to enter into this agreement. If it is later determined that the Consultant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the LPA may terminate this agreement for cause or default.
- d. The Consultant shall provide immediate written notice to the LPA if at any time the Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended,"
 "ineligible," "lower tier covered transaction," "participant," "person,"
 "primary covered transaction," "principal," "proposal," and
 "voluntarily excluded," as used in this clause, have the meanings
 set out in the Definitions and Coverage sections of the rules
 implementing Executive Order 12549.
- f. The Consultant agrees that should the proposed covered transaction be entered into, it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the LPA before entering into this agreement.
- g. The Consultant further agrees to include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the State without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

- h. The Consultant in a covered transaction may rely upon a certification of a prospective Subconsultant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Consultant may decide the method and frequency by which it determines the eligibility of its principals.
- i. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph f of these instructions, if the Consultant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the LPA may terminate this agreement for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

- By signing this agreement, the Consultant certifies to the best of its knowledge and belief, that it and its principals:
 - Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - ii. Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph a.ii. above; and
 - iv. Have not within a three-year period preceding this agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

b. Where the Consultant is unable to certify to any of the statements in this certification, such Consultant shall attach an explanation to this agreement. I acknowledge that this certification is to be furnished to the State and the FHWA in connection with this agreement involving participation of federal-aid highway funds and is subject to applicable, state and federal laws, both criminal and civil

SECTION 29. LPA CERTIFICATION

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

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

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

SECTION 30. ALL ENCOMPASSED

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

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated. After being duly sworn on oath, I do hereby acknowledge the foregoing certification and state that I am authorized to sign this agreement for the firm. EXECUTED by the Consultant this ____ day of _____, 2013. **EHRHART GRIFFIN & ASSOCIATES** Daniel J. Dolezal Project Manager STATE OF NEBRASKA)ss. **DOUGLAS COUNTY** Subscribed and sworn to before me this ______ day of ______, 2013. Notary Public EXECUTED by the LPA on _____ PAPIO MISSOURI RIVER NATURAL RESOURCE DISTRICT John Winkler General Manager Subscribed and sworn to before me this _____ day of _____, 2013. Clerk STATE OF NEBRASKA **DEPARTMENT OF ROADS** Form of Agreement Approved for Federal Funding Eligibility

Project No. STPB-77(49) Control No. 22191 Platte River Trail - Phase 1 Template Revised 6-12-12 Date

Exhibit A SCOPE OF SERVICES

CONSTRUCTION ENGINEERING for

Project Name: PLATTE RIVER TRAIL Project Number: STPB-77(49) Control Number: 22191

A. PROJECT DESCRIPTION

This scope provides for construction engineering services for The Platte River Trail in Sarpy County, Nebraska. The project consists of the following improvements: Construction of a 4 mile long, 10' wide recreational trail with pedestrian bridge, grading and associated drainage improvements and culvert extensions.

Ehrhart Griffin & Associates (Consultant) shall serve as agent for Papio-Missouri River Natural Resources District, (LPA), representing the LPA in all matters related to construction engineering services for this project.

It shall be the responsibility of the Consultant to administer, monitor, and inspect construction such that the project is constructed in conformity with the plans, specifications, and special provisions.

The Consultant shall inspect the Contractor's work to determine the progress and quality of work, identify discrepancies, report significant discrepancies to the LPA and Department, and direct the Contractor to correct such observed discrepancies.

B. APPLICABLE PUBLICATIONS

Work shall be done in accordance with the following materials as currently adopted at the time of letting:

- AASHTO Standard Specifications for Transportation Materials and Methods of Sampling and Testing
- 2. The ASTM Standards
- 3. NDOR Materials Sampling Guide
- 4. NDOR Construction Manual
- 5. NDOR Standard Specifications for Highway Construction
- 6. Project Plans
- 7. Contract Special Provisions
- Manual on Uniform Traffic Control Devices (MUTCD) and NDOR's supplement to the MUTCD.
- 9. NDOR Final Review Manual
- 10. NDOR Standard Method of Tests for Laboratory and Field

C. LPA SHALL PROVIDE

The LPA, on an as needed basis, will furnish the following documents for the project.

- 1. Project description
- Electronic Construction Plan files including current aerial photographs with project alignment, existing and new rights-of way (ROW) and easements, and LOC, if available
- 3. Three copies of the Plans and Special Provisions
- 4. Roadside safety guidelines (Survey Crew Traffic Control Policy, see NDOR website)
- 5. Survey Field Books with control points and bench marks
- NEPA Document
- 7. Site Manager NDOR software

These documents may be provided in either paper or electronic format.

D. CONSULTANT SHALL PROVIDE

- Project Management and Coordination. 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 and monthly progress reports;
 prepare project correspondence with the LPA and/or NDOR; maintain project records; and
 perform other duties of the Project Manager as defined in the NDOR Standard
 Specifications for Highway Construction.
 - 1.1 Project Management activities shall include the following:
 - Contract negotiation with the LPA
 - Project Management Provide management of project including staffing, scheduling, invoicing, progress reports, and coordination with designer.
 - Prepare Change Orders and submit copies to the appropriate parties for approval and full execution.
 - Maintain detailed Project Records and keep them current. All records shall be available at the LPA's office.
 - Generate contractor's progress and final Estimates in Site Manager
 - Review Contractor's Construction Schedule
 - Coordinate with LPA and RC regarding all project activities.
 - Make entries of project data and diary information into Site Manager on a daily basis. Insure that inspectors and lab personnel are maintaining appropriate daily work reports and all material records.
- Meetings. Project staff will meet with the LPA, the Contractor, and NDOR when requested
 by the State, and prepare minutes of the meeting. For some projects, a public meeting
 may be held and the consultant's attendance may be required.
 - 2.1 Construction Inspection Planning Meeting The LPA shall coordinate this meeting prior to start of construction to ensure roles and responsibilities are clear. Attendees should include the LPA RC, construction inspection personnel and NDOR State Representative.
 - 2.2 Pre-Construction Meeting Prepare the agenda, attend, and distribute meeting notes.
 - 2.3 Construction Progress Meetings Prepare the agenda, attend, and conduct periodic progress meetings with the LPA and/or NDOR personnel, contractor, sub-contractors, utility personnel, and other agencies affected by the project. FHWA shall be included for full Federal oversight projects. There will be approximately 27 weekly meetings.
 - 2.4 Public Meeting is NOT required.
 - 2.5 Assume 27 trips to the project site for meetings.
- 3. <u>Traffic Control Plan.</u> Consultant shall prepare a traffic control plan for the project site. These plan sheet(s) are to be signed by a Professional Engineer licensed in the State of Nebraska. Traffic Control plans shall be reviewed by the State Representative prior to placing in service (Owner will use checklist 12-72 to audit and document the Consultant's completion of this activity). Once the plans are completed, they are to be submitted to the Person of Responsible Charge (RC).
 - 3.1 Prepare Traffic Control Plan in accordance to NDOR Standard Plans, MUTCD and the NDOR Supplement to the MUTCD. Sign and seal plans.
 - 3.2 Review and approve Traffic Control Plan (If Completed by Contractor) for conformance to the Contract's Special Provisions.
 - 3.3 Submit Plans to the RC for their records.
- SWPPP Inspections/Manual Updates. Consultant shall conduct inspections bi-weekly and after every ½" or greater rain event according to permit regulations. The Stormwater Pollution Prevention Plan (SWPPP) Manual shall be updated according to NDOR and/or LPA requirements.

- 4.1 Conduct 50 Inspections
- 4.2 Update SWPPP Manual and Temporary Erosion Control Plan
- 4.3 Assume **50** trips to the project site for SWPP Inspections.
- Construction Survey/Staking. The following tasks are required if the Consultant is
 providing Construction Surveying and Staking. This work shall be done in accordance with
 the NDOR Construction Manual.
 - 5.1 Provide coordination of staking needs with Contractor.
 - 5.2 Consultant shall verify and re-establish if necessary the survey control used during the preliminary engineering.
 - 5.3 Stake limits of construction throughout project.
 - 5.4 Mark removals including pavement removal limits. Stake right-of-way and construction easements.
 - 5.5 Provide slope stakes for grading
 - 5.6 Provide paving hubs. For structures storm sewer and pipe culverts, the consultant will provide grade stakes.
 - 5.7 Provide cross-section for new culverts before providing a Culvert Order List to Contractor.
 - 5.8 Stake fence relocation and guardrail.
 - 5.9 Stake silt fence.
 - 5.10 Verify existing tie-in elevations and locations and adjust new pavement grades to meet existing pavement.
 - 5.11 Assume **58** trips to the project site for construction survey/staking.

All items will be staked one time. Except for re-staking required for staking done incorrectly, re-staking will be considered out-of-scope. Consultant will invoice the LPA for the re-staking. If re-staking is required because of the activities of the Contractor, the fee for re-staking will be withheld from Contractor payment.

- Construction Consultation/Site Manager & Daily Work Report (DWR). Consultant shall
 contact RC/Designer as needed to obtain plan clarifications/interpretations. Maintain and
 review project materials and promptly enter information into Site Manager. A copy of the
 Site Manager software will be provided to the Consultant.
 - 6.1 Construction Consultation/SiteManager & Daily Work Report (DWR)
 - Review and Enter Data into SiteManager
 - Maintain Project Field Dianes, Files, and Record data in SiteManager
 - Document and Review Daily Work Reports (DWRs)
- 7. Girder Shim Surveying. Not used
- Perform Bearing Calculations. If pile driving is required on the project, the Consultant shall
 perform bearing capacity calculations in accordance with the NDOR Construction Manual.
 - 8.1 Perform Bearing Calculations
- 9. <u>Construction Inspection</u>. Consultant shall perform material sampling and testing and complete inspection work and project management in accordance with the references list in Section B of this Exhibit. Consultant shall assume the duties of "Inspector, (also referred to in the NDOR Construction Manual as "Construction Technician"), "Project Manager", and also "Engineer" (unless the context of use of the term "Engineer" would otherwise require), as those terms are defined and duties set out in the Standard Specifications for Highway Construction. Consultant shall assume that it is responsible for all duties of the "Engineer" unless notified otherwise by RC on behalf of LPA.
 - 9.1 Construction Inspection: Duties for construction inspection will include, but are not limited to, the following items:
 - Conduct wage rate interviews and review payrolls for correctness and Davis-Bacon Wage Rate compliance

- Verify that the performance of the work is in conformance with the plans, specifications, and special provisions.
- Conduct reviews for compliance with Disadvantaged Business Enterprise (DBE) commitments
- The Consultant is required to create checklists to document assessment
 and compliance with all environmental commitments for the project. An
 Environmental Compliance Inspection Audit will be conducted by NDOR
 personnel. (NDOR will use checklist 12-20 to document the audit of the
 Consultant.) The environmental check list is to monitor and document
 construction activities for compliance with NEPA (Environmental Review
 Checklist, Section 404, NPDES, SWPPP, Threatened and Endangered
 Species, etc.)
- NDOR will provide the Initial Threatened and Endangered Species surveys required as outlined in the conservation conditions; and follow up survey training for the Consultant's environmental inspection personnel.
 Follow-up surveys as may be required will be the responsibility of the Consultant. Any required surveys for compliance with the Migratory Bird Treaty Act will also be the responsibility of the Consultant. NDOR will not conduct these surveys.
- The Consultant will provide NDOR 30 days advance notice of the need for the initial T&E surveys so that NDOR personnel can be scheduled to perform this work.
- Review work zone traffic control devices daily and, at a minimum weekly
 interval, conduct a nighttime drive through review of temporary traffic
 control devices (per ATSSA Quality Standards for Work Zone Traffic
 Control Devices). Perform reflectivity check (DR form 481) of temporary
 devises at the start of construction activities and at six (6) month intervals
 or as conditions warrant.
- Collect, sign/date, and file all delivery tickets and material certifications. All required material certifications shall be submitted to NDOR Materials & Research Division accompanied by a completed DR-12 sample ID form or Site Manager Sample Record ID.
- Consultant shall forward shop drawings to the RC for review and approval by the design engineer. Shop drawing review is not part of the scope of services for this construction engineering agreement
- Draft and review change order or time extension request including explanation of the issue and resolution and the justification for accepted prices and forward to RC. Once reviewed by NDOR and FHWA, proceed with the approval process. Forward a signed hardcopy to NDOR for further processing.
- Communicate and coordinate plan revisions and change orders with the Designer.
- Prepare a field checked culvert order list
- Prepare quardrail order list
- Generate periodic progress estimates using SiteManager and forward to RC for further approval.
- Review critical path schedule prepared by the Contractor for appropriateness and Current Controlling Operation (CCO) designation.
- On bridge projects, the Inspector shall take periodic survey shots with the assistance of one of the Contractor's to ensure compliance with the plans.
 Locate permanent payement markings
- 9.2 Measure, calculate, and document quantities of pay items
- 9.3 Keep all records and data up-to-date so that all necessary information appears on the Weekly Report of Working Days when they are generated at mid-week.
- 9.4 Assume 235 trips to the site for construction inspection
- 10. Perform Material Sampling and Testing. The Consultant shall perform material testing as required in accordance with the references list in Section B of this Exhibit. All testing and sampling personnel shall be certified to perform these duties in accordance with the NDOR Materials Sampling Guide section 28. All non-NDOR Laboratories shall be pre-qualified by

Project Number: STPB-77(49) Control Number: 22191 Platte River Trail, Phase 1 Construction Engineering Services NDOR's Materials and Research Division to conduct the testing they are contracted to perform.

NDOR SHALL PROVIDE:

Typical testing done by NDOR Materials and Research's Central lab (sampling and delivery for these materials is done by Consultant and submitted to NDOR):

All Aggregate

- Quality and Soundness acceptance testing
- Gradation verification testing

PG Binders & Emulsions

All required acceptance testing

All Steel Products

· All testing required for heat number pre-approval and acceptance testing

Chemical Lab

All required source pre-approval and acceptance testing

Smoothness

- NDOR will run all 10% verification testing for projects with Smoothness
- Specifications for pavement. NDOR will perform bridge smoothness testing on bridges receiving pavement on either side of the bridge

CONSULTANT SHALL PROVIDE:

(List of tests to be provided by NDOR)

- 10.1 Collect, venify, document and deliver all samples to testing lab
- 10.2 Collect, verify, document and deliver a copy of all required material certifications to the NDOR Materials and Research Central Lab.
- 10.3 Review and document test results of all samples and coordinate with owner for acceptance and incorporation into the project.
- 10.4 Assume 28 trips to the project site for Material Sampling and Testing.
- As-Built Drawings. Prepare As-built drawings according to the LPA manual and the current directions from the NDOR Final Review Section.
 - 11.1 As-Built Drawings
- Final Inspections. Consultant shall prepare a punch list of items for the project site and conduct a final project walk-through inspection with the LPA RC and NDOR State Representative to verify that corrective work identified on the punch list has been completed.
 - 12.1 Walkthrough of Site and Preparation of Punch List
 - 12.2 Review Project to verify that Punch List work has been completed (Owner will use LPA Manual checklist 12-75 to audit and document the Consultant's completion of this activity)
- Project Closeout. Assist RC with compiling project construction records as requested.
 Assemble and transmit Final Construction Records to LPA RC in paper format (printed single sided), including:
 - 13.1 Project Closeout activities shall include the following:
 - Project Manager's Final Estimate
 - Copy of Consultant PM's (representing LPA) Concurrence/Non-Concurrence Letter w/ Certified Mail Receipt Enclosed.
 - Copy of Contractor's signed Concurrence/Non-Concurrence Letter
 - Memo of Major Item Review

Project Number: STPB-77(49) Control Number: 22191 Platte River Trail, Phase 1 Construction Engineering Services

- Memo of Time Allowance Review (Required only if the Contractor has overrun on the Contract Time Allowance.)
- Borrow Site Memo
- City Agreement Letter
- Project Completion Memo The Consultant's PM should perform this in an
 e-mail to the NDOR Rep with the required information check with the
 NDOR Rep for this. The Consultant should ensure that the LPA RC
 sends a letter of Tentative Acceptance (per NDOR format) to the
 Contractor send copies to the NDOR Rep.
- Sign Deduction Memo (If required)
- Material Review Memo
- SiteManager PM Diary Report
- SiteManager Contract Item Report for all Contract Items
- All NDOR Spreadsheets and Workbooks used for Contract Item supportive documentation.
- All Contractor-provided Asphalt QA/QC Test Results (asphalt projects)
- Project Culvert Field Book with information per the NDOR Construction Manual
- Signed and stamped As Built Plans (full size)
- Copy of Evaluation(s) of Contractor
- LPA CE Project Closeout Checklist (LPA Manual Checklist 14-10)
- Deliver Final Construction Records to LPA RC, including Form DR-299 Project Construction Conformity Certification and ensure that the LPA RC
 completes the LPA RC Project Closeout Checklist (LPA Manual checklist
 14-20 and includes it in the Final Records provided to the NDOR State
 Representative for review)
- 14. Other. (Additional project specific tasks may be added here)
 - 14.1 Other
 - 14.2 Other

E. SCHEDULE

- 1. Notice to Proceed: February 17, 2013
- 2. The Consultant shall provide a schedule of activities and deliverables upon award

Revised #2 COST ESTIMATE

Papio-Missouri River NRD Trail

Description	Estimated Quantity	Unit Rate	Estimated Cost
Grading	1		
Compaction Test (ea.)	25.0	30.00	750.00
Standard Proctor (ea.)	2.0	150.00	300.00
Atterberg Limits (/set)	2.0	68.00	136.00
Specific Gravity of Soil (ea.)	2.0	87.00	174.00
Hydrometer Analysis (ea.)	2.0	100.00	200.00
Trip Charge - Zone 1 (/trip)	8.0	53.00	424.00
Level III Technician (/hr.)	12.5	62.00	775.00
Concrete Test Set (slump/air/temp/cast 4-4"x8" OR 3-6"x12" cyl)	1.0	70.00	70.00
Compressive Strength of Cylinder (ea.)	4.0	15.00	60.00
Absorption and Specific Gravity of Aggregate (ea.)	6.0	80.00	480.00
Trip Charge - Zone 1 (/trip)	2.0	53.00	106.00
Concrete Pavement			
Level III Technician (/hr.)	22.0	62.00	1,364.00
Concrete Test Set (slump/air/temp/cast 4-4"x8" OR 3-6"x12" cyl)	10.0	70.00	700.00
Compressive Strength of Cylinder (ea.)	40.0	15.00	600.00
Absorption and Specific Gravity of Aggregate (ea.)	10.0	80.00	800.00
Trip Charge - Zone 1 (/trip)	12.0	53.00	636.00
Culverts			
Level III Technician (/hr.)	8.0	62.00	496.00
Concrete Test Set (slump/air/temp/cast 4-4"x8" OR 3-6"x12" cyl)	3.0	70.00	210.00
Compressive Strength of Cylinder (ea.)	12.0	15.00	180.00
Absorption and Specific Gravity of Aggregate (ea.)	3.0	80.00	240.00
Trip Charge - Zone 1 (/trip)	4.0	53.00	212.00
Bridge @ STA 114+92			
Level III Technician (/hr.)	4.0	62.00	248.00
Concrete Test Set (slump/air/temp/cast 4-4"x8" OR 3-6"x12" cyl)	1.0	70.00	70.00
Compressive Strength of Cylinder (ea.)	4.0	15.00	60.00
Absorption and Specific Gravity of Aggregate (ea.)	1.0	80.00	80.00
Trip Charge - Zone 1 (/trip)	2.0	53.00	106.00
Senior Engineer (/hr.) Bearing Calculations	7.0	148.00	1,036.00
Miscellaneous	_1	2.72.60	
Senior Engineer (/hr.) Site Manager	28.0	148.00	4,144.00
		Total	14,657.00

Other Services

Any item or category not listed will be billed at our normal Fee Schedule rate in effect at the time of service.

Exhibit "A"
Page 1 of 1
SubConsultant
Theile Geotech



Ehrhart-Griffin and Associates ATTN: Dan Dolezal 3552 Farnam Omaha, NE 68131

PROJECT: Platte River CM

RE: Scope of Services - Construction Phase

Dear Dan:

Please see below as an estimate of the structural engineering fees for the construction phase of the project. I am also enclosing my hourly 2011 rate schedule.

1. Culvert Extension at Station 167 + 45:

(a)	Field observation/report to observe footing	rebar;
	4 hrs. Engineer (\$96 x 4)	\$384.00
	4 5 0	40.00

1 hrs. Secretary (\$40 x 1) 40.00 Site trip mileage (50 miles RT x \$.55/m) 27.50 \$451.50

(b) Field observation/report to observe walls rebar;

Hours as outlined above in (a) \$451.50

(c) Field observation/report to observe top slab rebar; Hours as outlined above in (a) \$451.50

Estimated fee for Culvert at Station 167 + 45 \$1,354.50

Culvert Extension at Station 25 + 65:

Tasks/hours same as outlined in Culver #1:

Estimated fee for Culvert at Station 25 + 65 \$1,354.50

Culvert Extension at Station 198 + 00:

Tasks/hours same as outlined in Culver #1:

Estimated fee for Culvert at Station 198 + 00 \$1,354.50

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2. Bridge Structures:

(a) Field observation/report to observe re-steel in walls;

4 hrs. Principal (\$110 x 3.5)	\$385,00
1 hrs. Secretary (\$40 x 1)	40.00
Site trip mileage (50 miles RT x \$.55/m)	27.50
	\$452.50

- (b)Field observation/report to observe re-steel in ties and deadman; Hours as outlined above in (a) \$452.50
- (c) Field observation/report to observe re-steel in abutments and slabs:

Hours as outlined above in (a)

\$452.50

Estimated fee for bridge structures site observations:

\$1,357.50

3. Shop Drawing Review:

Shop drawings will be reviewed for the following items:

- (a) Rebar at culverts
- (b) Rebar at bridge
- (c) Railings
- (d) Structural steel
- (e) Bridge steel

17 hrs. Principal (\$110 x 17)	\$1,870.00
6 hrs. Secretary (\$40 x 6)	240.00
	\$2,110.00

Estimated fee for project shop drawings review:

\$2,110.00

4. Record Drawings:

1 hr. Principal (\$110 x 1)	\$110.00
5 hrs. Technician (\$70 x 5)	350.00
1 hr. Secretary (\$40 x 1)	40.00
	\$510.00

Estimated fee for project record drawings:

\$ 510.00

5. Addendums and Bidding Quotes:

4 hrs. Principal (\$110 x 4)	\$440.00
2 hrs. Technician (\$70 x 2)	140.00
1 hr. Secretary (\$40 x 1)	40.00
	\$620.00

Estimated fee for project addendums/bidding:

\$ 620.00

1901 NORTH 81ST STREET • OMAHA, NEBRASKA 68114 • PHONE (402) 391-5861 • FAX (402) 391-5887

6. Field Response for Contractor Errors:

6 hrs. Principal (\$110 x 6)	\$660.00
4 hrs. Technician (\$70 x 4)	280.00
2 hrs. Secretary (\$40 x 2)	80.00
Site trip mileage (50 miles RT x \$.55/m)	
a Trade and the contract of th	

(possible 2 trips)

<u>55.00</u> \$1,075.00

Estimated fee for field response for contractor error:

\$ 1,075.00

Estimated GrandTotal - Scope of Services Construction Phase

\$9,736.00

Sincerely,

Kenneth D. Lathrum Structural Engineer

KDL/mjg

enci; 2011 Rate Schedule



KENNETH D. LATHRUM & ASSOCIATES, P.C.

STRUCTURAL ENGINEERING CONSULTANTS

1901 North 81st Street - Omaha, Nebraska 68114

Phone: 402-391-5861 Fax: 402-391-5887

HOURLY RATE SCHEDULE PLATTE RIVER TRAIL

All Structural Engineering performed on an hourly basis will be charged in accordance with this rate schedule.

Principal \$ 44.24 / hr.

Engineer \$ 37.40 / hr.

Technician I \$ 24.60 / hr.

Administrative \$ 15.70 / hr.

Overhead Rate: 245.00% Fee for Profit Rate: 13.00%

Labor Costs	Hours	Blended Rate	Amount
Principal	28	\$44.24	\$1,238.72
Engineer	48	\$37.40	\$1,795.20
CAD Technician	12	\$24.60	\$295.20
Administrative	22	\$15.70	\$345.40
		Total	\$3,674.52

Exhibit "A" Page 4 of 4 SubConsultant Kenneth Lathrum & Assoc

An Agreement For The Provision Of Limited Professional Services

Ehrhart Griffin & Associates, Inc

Platte River Trail Construction Engineering Sarpy County, Nebraska

This agreement is for limited professional landscape architectural services (hereinafter referred to as "Agreement") to be provided by the **Big Muddy Workshop**, **Inc.** (hereinafter referred to as "A/E") for **Ehrhart Griffin & Associates**, **Inc.** (hereinafter referred to as "Prime A/E") on the project detailed under Article 1.

ARTICLE I SCOPE OF SERVICES

This Scope of Services outlines the professional services required to provide limited construction engineering services associated with construction of the Platte River Trail which is to follow Nebraska Highway 31 from Highway 50 to the parking lot for the Lied Bridge located near Schramm State Park. The A/E's work will primarily involve construction observation services and submittal review for the trail signage and seeding. The A/E will answer questions and provide clarifications to the Contractor during construction for the trail signage and seeding.

The project Owner is the Papio-Missouri River Natural Resources District.

Construction Engineering Services:

- 1.1 <u>Pre-Construction Conference</u>. The A/E will attend and participate in a pre-construction conference with the Owner, Prime A/E and Contractor to discuss construction requirements and issues. The Prime A/E will provide record meeting notes documenting the items discussed. *Deliverable: None*
- 1.2 <u>Construction Observation Seeding</u>. The A/E will provide two construction observation visits to review seed bed preparation and seeding installation in accordance with Article 3.9 of this Agreement. The A/E will document their observations and provide notes to the Prime A/E for distribution to the Owner and Contractor.

Deliverable: Construction observation record meeting notes

1.3 <u>Construction Observation – Trail Signage</u>. The A/E will provide one construction observation visit to review the location of proposed trail signs in the field prior to installation. The A/E will document their observations and provide notes to the Prime A/E for distribution to the Owner and Contractor.

Deliverable: Construction observation record meeting notes

1.4 <u>Walk-Through at Substantial Completion</u>. The A/E will conduct a site visit once the seeding and trail signage work has been completed to determine if the work has been installed in accordance with the contract documents. The A/E will document their observations and provide notes to the Prime A/E for distribution to the Owner and Contractor.

Deliverable: Construction observation record meeting notes

Exhibit "A"
Page 1 of 4
Subconsultant
Big Muddy Workshop

1.5 <u>Final Walk-Through w/ FHWA</u>. The A/E will participate in a meeting on site with the Owner, Prime A/E and Federal Highway Administration representatives to review the completed project.

Deliverable: None

1.6 <u>Shop Drawing Review</u>. The A/E will review shop drawings and submittals for trail signage and landscape seeding in conformance with Article 3.10 of this Agreement and the Project Manual.

Deliverable: Shop drawing review forms for signage and seeding

1.7 <u>Construction Coordination</u>. The A/E will coordinate with the Prime A/E and Contractor in matters pertaining to the project throughout the construction process. The A/E will answer questions and provide clarification to the Contractor during construction for the trail signage and seeding.

Deliverable: None

Additional Services

Any services required in addition to those listed in the Scope of Services will be performed upon written authorization from the Prime A/E at the A/E's prevailing standard hourly billing rates plus reimbursable expenses as shown on Attachment "A".

Excluded Services

Services not set forth above as Basic Services or Additional Services and listed in Article 1 of this Agreement are excluded from the A/E's Scope of Services and the A/E assumes no responsibility to perform such services.

ARTICLE 2 FEE ARRANGEMENT

- 2.1 <u>Professional Fees</u>. The A/E agrees to provide the above services on a lump sum basis of <u>Six thousand, seven hundred fifty-five dollars and no cents (\$6,755.00)</u>.
- 2.2 Payment. The A/E will bill the Prime A/E on a monthly basis. Billings will be provided on dates necessary to meet the Prime A/E's billing schedule. Payment terms are Prime A/E will pay A/E within three business days of receiving payment from the Owner. If Prime A/E elects not to bill the Owner monthly, the Prime A/E will pay the A/E in 30 days net. If payment is not received by the A/E as outlined in this Article, the Prime A/E shall pay as interest an additional charge of one-and-one-half (1.5) percent of the PAST DUE amount per month.

Attachment "B"

Ehrhart Griffin & Associates, Inc.

Platte River Trail Construction Engineering Professional Services Fee and Reimbursable Expense Summary Big Muddy Workshop, Inc. Date: October 7, 2011

Scope of Services	Prin/LA	PM/LA	Intern LA	Total
1.1 Pre-Construction Conference		4		
1.2 Const. Observation - Seeding (2 trips)		12		
1.3 Const. Observation - Trail Signage (1 trip)		6		
1.4 Walk-Through at Substantial Completion		6		
1.5 Final Walk-Through w/ FhWA		6		
1.6 Shop Drawing Review - Seeding & Signage		6		
1.7 Construction Coordination		8		
Total Hours	0	48	0	
x Hourly Rate	\$145.00	\$135.00	\$80.00	
Subtotal	\$0	\$6,480	\$0	
Total Professional Fees				\$6,480
Reimbursable Expenses:				
Office supplies			\$50	
Mileage			\$225	
Total Reimbursable Expenses			4-10	\$275
BMW Inc. LUMP SUM FEE				\$6,755

File: Platte River Trail Construction Engineering Fee 10-05-11

Big Muddy Workshop, Inc. Staffing Plan

Consultant: Big Muddy Workshop, Inc. ProjectNo.: STPB-77(49)

ControlNo.: 22191

ProjectName: Platte River Trail



Name	Salary Rate*	% Assigned
John Royster	\$143.32	100
Brian Pecka	\$118.51	100
Duran David Land	220 57	
The same of the sa		
Katie Swanson	\$56.50	100
		1
		John Royster \$143.32 Brian Pecka \$118.51 Ryan Bentley \$89.57

^{*}Salary Rate does not include Profit

NOTES: Overhead Rate 186.6%

Fee for Profit Rate 13%

Labor Costs	Hours	Salary Rate	Ar	nount
Principal	2	\$143.32	\$ 2	286.64
Project Manager	48	\$118.51	\$56	688.48
Designer/CADD Technician	0	\$ 56.50	\$	0.00
Totals	50		\$5	975.12

Exhibit "A" Page 4 of 4 Subconsultant Big Muddy Workshop

CONSTRUCTION ENGINEERING SERVICES Project Cost





Direct Labor Costs:		200	
Personnel Classification	Hours	Rate	Amount
Principal	70	\$57.69	\$4,038.30
Senior Engineering Manager	558	\$38.22	\$21,326.76
Engineering Project Manager	76	\$37.98	\$2,885.48
Engineering Technician I	40	\$23.08	\$923.20
Survey Crew Party Chief	415	\$27.16	\$11,271.40
Survey Technician	374	\$27.16	\$10,157.84
Construction Observer I	2225	\$16.00	\$35,600.00
Construction Manager	623	\$24.04	\$14,976.92
Office Manager		\$29.87	
Design Engineer 2		\$25.72	
Survey Project Manager	226	\$27.10	\$6,124.60
TOTALS	4607		\$107,305,50

Direct Expenses:	Amount
Subconsultants	\$31,148.00
Printing and Reproduction Costs	\$2,000.00
Mileage/Travel	\$209.05
Lodging/ Meals	
Material Testing	
Other Miscellaneous Costs	\$500.00
TOTALS	\$33,857.05

Total Project Costs:	Amount
Direct Labor Costs	\$107,305.50
Overhead @ 175.00%	\$187,784.63
Total Labor Costs	\$295,090.13
Fee for Profit Rate (12.00%	\$35,410.82
Direct Expenses	\$33,857.05
PROJECT COST	\$364,358.00

CONSTRUCTION ENGINEERING SERVICES Consultant's Estimate of Hours





TASKS		100	A CONTRACTOR	P	ERSON	INEL C	LASSIF	ICATIO	ONS"			
	PR	PM	ENG	DES	SCC	SCM	INSP 2	INSP 1	ADM	DE2	SPM	Tota
For Construction Engineering Services:										776		
1. Project Management and Coordination					1							
1.1 Project Management	39	94		100	39	1000	39	20		000		23
Subtotal	39	94			39		39	20				2:
2. Meetings				100		_						
2.1 Construction Inspection Planning Meeting	3	3	3	17.30			3	100			100	1
2.2 Pre-Construction Meeting	2	2	2	1000	2		5	1999	1000		2	1
2.3 Construction Progress Meetings	1000	59	-	-	100	100	98	1000	10000	-		15
2.4 Public Meeting (If Required)		125350		-	-	1	1000	1200			1.1	
2.5 Trips to Site (Travel Time) for Meetings	5	103	5	-	2	100	39 145		all a se	1000	2	26
3. Traffic Control Plan	9	103	9	_	-		145				2	26
3.1 Prepare Traffic Control Plan			-									
	-	40	-					017107		-	-	
3.2 Review Traffic Control Plan (If Completed by Contractor) 3.3 Sign and Submit Plans to the RC	-	19	1000	-	-		39	-			100	58
5.5 Sign and Submit Plans to the RC Subtotal	-	39 58	-	-	10000		39	SERVICE.	1	1000	19231	39
4. SWPPP Inspections/Manual Updates	_	30	_			_	33					
			1		-		00	2000000	The state of	1000000	-	-
4.1 Conduct Inspections 4.2 Update SWPPP Manual		-	-	7	-	-	88	0.00	4	-	10000	88
4.2 Opdate SWPPP Manual 4.3 Trips to Site (Travel Time) for SWPPP Inspections	-	1.70		-			59			1	-	59
4.3 Trips to site (Travel Time) for SWPPP inspections Subtotal	43.00					-	207	HUC 95	Marie Control	-		20
5. Construction Survey/Staking		_	-		-		201					
5.1-5.10 Totals From Survey-Staking Worksheet (enter hours in grey cells)	DOWN		No.	/Fise	314	314			NAME OF		216	844
5.11 Trips to Site (Travel Time) for Construction Survey/Staking					60	60			-		8	128
Subtotal		100000	1000000		374	374		-	200000		224	97
6. Construction Consultation/Site Manager & Daily Work Report (DWR)		100										
6.1 Construction Consultation/Site Manager & Daily Work Report (DWR)	1000	78	10	NO CO	10000	0.000	195	all this	No.	NG etc	Victory)	283
Subtotal		78	10				195		1			28
7. Girder Shim Surveying (Bridge Projects Only)	0.0				1000	3000		1000	The same			
7.1 Girder Shim Surveying	2001	(1000)	0100	14200	(foot)	Sincle	Company of	050		(LEDAY)		
Subtotal												100
8. Perform Bearing Calculations	1			100	1000	3.1	-			1000		
8.1 Perform Bearing Calculations	1900	A COLUMN	Dist.		AS POR	pack(/	(1000)	1000	7100	1 10		
Subtotal												
9. Construction Inspection	000											
9.1 Construction Inspection	20	172	45	277	Mineral I	2011	1,365	550		(Tal II)		2,152
9.2 Measure, calculate, and document quantities of pay items	To Coly			100	100	000		1000		CETY.	ATTENDED.	
9.3 Maintain records/data and prepare the Weekly Report of WDs	Tent II	2 9	2109		9,00		59	1	100	DEC D		59
9.4 Trips to Site (Travel Time) for Construction Inspection		39		7.50	100		125	53		Ale and		217
Subtotal	20	211	45				1,549	603	1		1	2,42
10. Perform Material Sampling and Testing	oni Q		23/3					000			1	900
10.1 Collect, verify, document and deliver all samples to testing lab		1000			1000					1		
10.2 Provide all required material certifications to the NDOR M & R Lab	71611	1000	1000		NESS.		2000		(P)	(COS)	District	
10.3 Review and document all test results of all samples				1400	1000		10000	genes.	1			
10.4 Trips to Site (Travel Time) for Delivery and Collecting Samples	200	1000	1000				1000		No.	V.		
Subtotal												
11. As-Built Drawings												-
11.1 Prepare As-Built Drawings		2	4	40	1500		15				0.	61
Subtotal		2	4	40			15					6
12. Final Inspections												
12.1 Walkthrough of Site and Preparation of Punch List	4	4	4		1		12		1	4	Service Land	24
12.2 Review Project to verify that Punch List has been completed	He	4	4			5000	8	-				16
Subtotal	4	8	8		1		20		1			4
13. Project Closeout							-					
13.1 Project Closeout	2	4	4	The l	1000	-3 1	16		1	Accel to	5000	26
Subtotal	2	4	4				16					2
14. Other							-					
14.1 Other	100	1	100	100	Chinese Contract	None I	H.	Sheet of	Level .	1		
14.2 Other	1000	1			1.50	2	5-1	Pale	100	1		No.
Subtotal	-						-					
Total Hours	70	558	76	40	415	374	2,225	623		-	226	4,607
Total Days (8 hrs)	8.8	69.8	9.5	5.0	51.9	46.8	278.1	77.9	-		28.3	575.
Total Travel Time		78			60	60	223	53		2	8	48
Total Hours minus Travel Time	70	480	76	40	355	314	2002	570		100	218	4125

CONSTRUCTION ENGINEERING SERVICES Direct Expenses

Project Name:	PLATTE RI	VER TRA	AIL .				
Project Number:	STPB-77(49)					ehrh:	
	22191					griffi	n
Location (City, County):	LOUISVILLE, NE	BRASKA, SAF	RPY COUNTY				sociates
	EHRHART GRIFF						
Consultant Project Manager:	DAN DOLEZAL		1120			•	
Phone/Email:	402-561-2314, do	lolozal@ehrhs	dariffin com			•	
LPA Responsible Charge:				NATURAL RESOURCES DIS	TRICT		
Phone/Email:				NATURAL RESOURCES DIS	STRICT		
	402-315-1704, gb	ожепарарю	ira.org				
NDOR Project Coordinator:							
Phone/Email:	1					0	
Date:	January 20, 2013						
Subconsultants:					Quantity	Unit Cost	Amount
BIG MUDDY WORKSHOP (LAND	SCAPE AND SIGN	VAGE)			Quantity	\$6,755.00	\$6,755.00
KEN LATHRUM & ASSOCIATES	(STRUCTURAL EI	NGINEER)			1	\$9,736.00	\$9,736.00
THIELE GEOTECH (MATERIAL A	ND GEOTECHNIC	AL TESTING)		1	\$14,657.00	\$14,657.00
Control of the Contro		ALC: NO.				Subtotal	\$31,148.00
Printing and Reproduction:					Quantity	Unit Cost	Amount
RFI responses					DESIGNATION OF THE PERSON OF T	TOTAL COLOR	\$2,000.00
						1011 200000	
						Subtotal	\$2,000.00
Mileage/Travel:					Quantity	Unit Cost	Amount
370 trips at 28 mi/trip @ \$0.565/m	<u> </u>				370	\$0.565	\$209.05
			10000				
			100		train to per	Subtotal	\$209.05
						aubtotai	3209.05
.odging/Meals:			Aug Property		Quantity	Unit Cost	Amount
NONE	KITCHING SHOP						
	n I – Auditori Kin				PERMIT		
					1 - 1 - 1 - 1 - 1	Subtotal	
Material Testing:	Quantity	Unit Cost	Amount	Material Testing:	Quantity	Unit Cost	Amount
					metals and the		
	William Control of						
		Subtotal				Subtotal	
Other Miscellaneous Costs:		-	-		Quantity	Unit Cost	Amount
disc Postage, Mailing, Deliveries I	by Messenger					A PROPERTY OF	\$500.00
		Victory.					
						Subtotal	\$500.00
TOTAL DIRECT EXPENSES							\$33,857.05
OTTLE DIRECT EN LITTES							000,001,00

CONSTRUCTION ENGINEERING SERVICES Staffing Plan

Project Name:	PLATTE RIVER TRAIL
Project Number:	STPB-77(49)
Control Number:	22191
Location (City, County):	LOUISVILLE, NEBRASKA, SARPY COUNTY
Firm Name:	EHRHART GRIFFIN'S ASSOCIATES
Consultant Project Manager:	DAN DOLEZAL
Phone/Email:	402-561-2314, ddolezal@ehrhartgriffin.com
LPA Responsible Charge:	GERRY BOWEN, PAPIO - MISSOURI RIVER NATURAL RESOURCES DI:
Phone/Email:	402-315-1704, gbowen@papionrd.org
NDOR Project Coordinator:	
Phone/Email:	
Date:	December 17, 2012



Labor	Costs;	1000		THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER.	
Code	Classification Title	Hours	Blended Rate	Amount	
PR	Principal	70	\$57.69	\$4,038.30	
PR PM	Senior Engineering Manager	558	\$38.22	\$21,326.76	
ENG	Engineering Project Manager	76	\$37.98	\$2,886.48	
DES	Engineering Technician I	40	\$23.08	\$923.20	
SCC	Survey Crew Party Chief	415	\$27.16	\$11,271.40	
SCM	Survey Technician	374	\$27,16	\$10,157.84	
INSP 2	Construction Observer I	2225	\$16.00	\$35,600.00	
INSP 1	Construction Manager	623	\$24.04	\$14,976.92	
ADM	Office Manager		\$29.87	OF REAL PROPERTY.	
DE2	Design Engineer 2		\$25.72	A STATE OF THE PARTY OF THE PAR	
SPM	Survey Project Manager	226	\$27.10	\$6,124.60	
TOTAL		4,607		\$107,305.50	

Overhead Rate*: 175.00% Fee for Profit Rate*: 12.00%

CLASSIFICATIONS**:

PR = Principal SCC = Survey Crew Party Chief ADM = Office Manager
PM = Senior Engineering Manager SCM = Survey Technician DE2 = Design Engineer 2
ENG = Engineering Project Manager INSP 2 = Construction Observer I SPM = Survey Department & DE5 = Engineering Technician I INSP 1 = Construction Manager DE1 = Project Engineer

Blended Rates Table

STAFFING PLAN		
CLASSIFICATION ¹ & CERTIFICATIONS	SALARY RATE	% ASSIGNED
	\$57.69	100%
	Blended Rate:	\$57.69
***************************************	\$38,22	100%
	Blended Rate:	\$38.22
	\$37.98	100%
	Blended Rate:	\$37.98
	\$23.08	100%
	Blended Rate:	\$23.08
	\$27.16	100%
	Blended Rate:	\$27.16
	\$27.16	100%
	Blended Rate:	\$27.16
	\$16.00	100%
	Blended Rate:	\$16.00
	\$24.04	100%
	Blended Rate:	\$24.04
	\$29.87	100%
	Blended Rate:	\$29.87
	\$25.72	100%
	Blended Rate:	\$25.72
	\$30.77	100%
	Blended Rate:	\$30.77
and the second s	Annual Property lies	
	CLASSIFICATION' & CERTIFICATIONS	CLASSIFICATION & CERTIFICATIONS \$57.69 Blended Rate: \$38.22 Blended Rate: \$37.98 Blended Rate: \$23.08 Blended Rate: \$27.16 Blended Rate: \$27.16

Consultant's Fee Proposal for CE Services

Labor Rates

Exhibit "A"
Page 4 of 5

^{*} Enter firms most recent Audited Overhead Rate, and Fee for Profit Rate calculated from the NDOR Fixed Fee Worksheet (available on the NDOR website).

^{**} For User-Defined Classifications, you will need to edit the Classifications Legend located above. To enter a new classification, replace "UD1" with its abbreviation (ex. GRA) and replace "User Defined 1" with the corresponding title (ex. Graphic Artist). Once the user-definitions are added, they will self-populate in the Labor Costs Table, as well as the remaining sheets.

CONSTRUCTION ENGINEERING SERVICES Cost by Task





Tasks	Total Hours	Direct Labor Cost	Overhead 175.00%	Fee for Profit 12.00%	Total Project Cost
For Construction Engineering Services:				And the latest the lat	
Project Management and Coordination	231	\$8,006.63	\$14,011.60	\$2,642.19	\$24,660.42
2. Meetings	262	\$6,843.53	\$11,976.18	\$2,258.37	\$21,078.08
. Traffic Control Plan	97	\$2,840,76	\$4,971.33	\$937.45	\$8,749.54
SWPPP Inspections/Manual Updates	207	\$3,312.00	\$5,796.00	\$1,092.96	\$10,200.96
i. Construction Survey/Staking	972	\$26,386.08	\$46,175.64	\$8,707.41	\$81,269.13
3. Construction Consultation/Site Manager & Daily Work Report (DWR)	283	\$6,480.96	\$11,341.68	\$2,138.72	\$19,961.36
7. Girder Shim Surveying (Bridge Projects Only)					
3. Perform Bearing Calculations	1				
. Construction Inspection	2,428	\$50,207,44	\$87,863.02	\$16,568.46	\$154,638.92
10. Perform Material Sampling and Testing					
1. As-Built Drawings	61	\$1,391.56	\$2,435.23	\$459.21	\$4,286.00
2. Final Inspections	40	\$1,160.36	\$2,030.63	\$382.92	\$3,573.91
3. Project Closeout	26	\$676.18	\$1,183.32	\$223.14	\$2,082.64
4. Other					WEEK E
Direct Expenses					\$33,857.05
TOTAL	4,607	\$107,305.50	\$187,784.63	\$35,410.83	\$364,358.01

Contract ID 2191
Control Number 22191 000
Project Number 5TPB-77(49)
Location PLATTE RIVER TRAIL - PHASE 1
Type of Work GR CONC PAVE CULV BR FENCE SIGN
Letting Date Oct. 25th, 2012

DISCLAIMER: This document may not include all material requirements for this project.
Please refer to the Materials Sampling Guide for a comprehensive list of the
material requirements. This document will not reflect any changes made to
the project after the project letting.

	Legend
TOS	Test or Sample
cc	Contractor's Certification
MC	Manufacturer Certification
coc	Certification of Compliance
COT	Certification of Test
APL	Approved Products List
PMV	Project Manager's Verification
SP	Special Provisions
NSS	Nebraska Standard Specification
SR	Shipping Report

Line	Item				Acceptance	Reference	
Group Item	Code	Description	Quantity	Unit	Method	Book	M&R Contact
GROUP 1 G 0001	0030.10	MOBILIZATION	1.000	LS.	HOMOGRAPH CORRESPONDED IN	THE RESIDENCE OF THE PERSONS	444414941414444
0002	1009.00	GENERAL CLEARING AND GRUBBING	1.000	ıs			
0003	1011.00	WATER	19.000	MGAL			
0004	1015.00	REMOVE RIGHT-OF-WAY MARKERS	22.000	EACH			
0005	1030.00	EARTHWORK MEASURED IN EMBANKMENT	85957,000	CA			
		Soil Density-Embankment#			TOS	SG-9	LINDEMAN
0006	1041.00	SALVAGING AND PLACING TOPSOIL	176535.000	SY			
0007	1101.25	SAWING PAVEMENT	816.000	LF			
8000	1106.00	REMOVE DRIVEWAY	1498.000	SY			
0009	1111.00	REMOVE FENCE	6051.000	LF			
0010	1117.00	REMOVE MANHOLE	1.000	EACH			
0011	4035.00	REMOVE FLARED-END SECTION	4.600	EACH			
0012	4043.00	REMOVE CULVERT PIPE	207.000	LF			
0013	4093.80	WALL MATERIALS	6051.000	SF	TOS	NSS715	MASTERS
0014	4000 10	Soil Density Modular Wall Backfill	****		TOS	N5S715	LINDEMAN
	4095.15	COMPACTED EARTH LEVELING PAD	1127.000	LF	TOS	NSS715	LINDEMAN
0015	4102.09	CLASS 47B-3500 CONCRETE FOR RETAINING WALL	24.000	CY	YOU	66.46	STATON
		Class B (478 Fine) Aggregate			TOS	SG-16	BEASON
		Class E (47B Coarse) Aggregate			TOS	SG-16	BEASON
		Portland Cement Blended-IPF, IPN, IPF/S Portland Cement Concrete			TOS	5G-16	MASTERS
0016	4152.00	REINFORCING STEEL FOR RETAINING WALL	908.000	(B	103	5G-16	MASTERS
0010	4232.00	Reinforcing Steel - Field Sample	300.000	2.0	TOS/COT	5G-16	KAREL
		Reinforcing Steel (pretested)#			TOS/COT	5G-16	KAREL
		Non-Shrink Grout #			APL	5G-16	MASTERS
0018	7380.25	BOLLARD	2.000	EACH	TOS/COC	SP-124	KAREL
0019	7390.02	RELOCATE SIGN	7.000	EACH	103/000	31 32.4	MARKE
0020	8024.50	SELECT GRANULAR BACKFILL FOR RETAINED EARTH STRUCTURE	1233.000	CY	TOS/COT/COC	NSS715	UNDEMAN
	777175	Soil Density-Select Granular Backfillin			TOS	NSS715	LINDEMAN
0021	L001.01	SEEDING, TYPE A	22,200	ACRE			
0022	L006.00	COVER CROP SEEDING	22.200	ACRE		1	
0023	L019.12	EROSION CONTROL, CLASS 1C	49932.000	SY	APL	N\$5807	DONDLINGER
0024	L019.13	EROSION CONTROL, CLASS 1D	8328.000	SY	APL	N\$\$807	DONDLINGER
0025	1019.15	EROSION CONTROL, CLASS 1F	5140.000	SY	APL	NSS807	DONDLINGER
0026	1.021.51	EROSION CHECKS, TYPE WATTLE	13934.000	ĹF	APL	SP-122	DONDLINGER
0027	L022.10	FABRIC SILT FENCE	7047.000	LF	APL	NSS809	DONDLINGER
GROUP 3 Ct 0028	0030.30	MOBILIZATION	1.000	ĽS	,	1433003	DOMBONICE
0029	2001.03	GRAVEL SURFACE COURSE	96,760	TON	TOS	SG-6	BEASON
0030	2010.03	CRUSHED ROCK SURFACE COURSE	5628.000	TON	TOS	SG-6	BEASON
0031	3016.71	6" CONCRETE CLASS 47B-3500 BIKEWAY	1440.000	SY	,103	300	CENSON
1001	3010.71	Class B (47B Fine) Aggregate	1-10.000	-11	TOS	SG-16	BEASON
		Class E (478 Coarse) Aggregate			TOS	SG-16	BEASON
		Portland Cement Blended-IPF, IPN, IPF/S			TOS	5G-16	MASTERS
		Portland Cement Concrete			TOS	SG-16	MASTERS
		White Pigmented Cure Compound-Field Uses			APL/TOS	SG-16	MASTERS
0032	2016 73	8" CONCRETE CLASS 47B-3500 BIKEWAY	1227.000	SY	A7 L7 103	30.10	MASTERIS
UADE.	3010.73	Class B (478 Fine) Aggregate	1227,000	3,	TOS	SG-16	BEASON
		Class E (478 Coarse) Aggregate			TOS	5G-16	BEASON
		Portland Cement Blended-IPF, IPN, IPF/S			TOS	5G-16	MASTERS
		Portland Cement Concrete			TOS	SG-16	MASTERS
		Reinforcing Steel - Field Sample			TOS/COT	5G-16	KAREL
		White Pigmented Cure Compound-Field Usex			APL/TOS	SG-16	MASTERS
		Reinforcing Steel-(pretested)#			TOS/COT	5G-16	KAREL
		Hot Poured Joint Sealant -Field Usen			APL/TOS	SG-16	BYRE
0033	3020.34	CONCRETE CLASS 47B-3500 DRIVEWAY 10"	5862.000	SY	******		1.0
0,53	3024.57	Class B (47B Fine) Aggregate			TOS	SG-16	BEASON
		Class E (47B Coarse) Aggregate			TOS	SG-16	BEASON
		Portland Cement Blended-IPF, IPN, IPF/S			TOS	SG-15	MASTERS
					TOS	SG-16	MASTERS
		Portland Cement Concrete White Pigmented Cure Compound-Field User			APL/TOS	SG-16	MASTERS
0034	3070 11	CONCRETE FOR HEADERS, CLASS 478-3500	60.390	CY		 	
JU34	2010.11	Class B (478 Fine) Aggregate	\$ 71 7 7		TOS	SG-16	BEASON
		Class E (478 Coarse) Aggregate			TOS	SG-16	BEASON
		Portland Cement Blended-IPF, IPN, IPF/S			TOS	SG-16	MASTERS
		Portland Cement Concrete			TOS	5G-16	MASTERS
0035	9034.00	PREPARATION OF INTERSECTIONS AND DRIVEWAYS	5862.000	SY	1	100	
GROUP 4 CI 0036	0030.40	MOBILIZATION	1.000	LS			
0037	1043.50	RIPRAP FILTER FABRIC	1282.000	SY	APL	SG-24	LINDEMAN
0038	4004.50	CAST IRON GRATE AND FRAME	12875.000	LB	coc	56-25	KAREL
0039	4005.00	CAST IRON RING AND COVER	4140.000	LB	COC	SG-25	KAREL
0040	4016.00	MANHOLE.	1.000	EACH	4 4 E B		
0040	774000	Class B (478 Fine) Aggregate			TOS	SG-16	BEASON
		Class E (478 Coarse) Aggregate			TOS	SG-16	BEASON
		Portland Cement Blended-IPF, IPN, IPF/S			TOS	SG-16	MASTERS
					TOS	5G-16	MASTERS
		Portland Cement Concrete Reinforcing Steel - Field Sample			TOS/COT	SG-16	KAREL

Controct ID 2191
Control Number 22191 000
Project Number 5TP8-77(49)
Location PLATTE RIVER TRAIL - PHASE 1
Type of Work GR CONC PAVE CULV BR FENCE SIGN
Letting Date Oct. 25th, 2012

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	Legend
TOS	Test or Sample
CC.	Contractor's Certification
MC	Manufacturer Certification
COC	Certification of Compliance
COT	Certification of Test
APL	Approved Products List
PMV	Project Manager's Verification
SP	Special Provisions
NSS	Nebraska Standard Specification
SR	Shipping Report

tine Group Item	Item Code	and the second s	_		Acceptance	Reference	The second secon
growh trem	LINE	Description Reinforcing Steel-(pretested)#	Quantity	Unit	Method TOS/COT	Book	M&R Contact
.0041	4016.01	MANHOLE MANHOLE	1.000	EACH	105/001	SG-16	KAREL
.0041	4010.01	Class B (47B Fine) Aggregate	1.000	EALS	TOS	SG-16	BEASON
		Class E (478 Coarse) Aggregate			TOS	5G-16	BEASON
		Portland Cement Blended-IPF, IPN, IPF/S			TOS	SG-16	MASTERS
		Portland Cement Concrete			TOS	5G-16	MASTERS
		Reinforcing Steel Field Sample			TOS/COT	SG-16	KAREL
		Reinforcing Steel-(pretested)¤			TOS/COT	5G-16	KAREL
0042	4016.02	MANHOLE	1.000	EACH			
		Class B (478 Fine) Aggregate			TOS	SG-16	BEASON
		Class E (47B Coarse) Aggregate			TOS	5G-16	BEASON
		Portland Cement Blended-IPF, IPN, IPF/S			TOS	5G-16	MASTER5
		Portland Cement Concrete			TOS	SG-16	MASTERS
		Reinforcing Steel - Field Sample Reinforcing Steel-(pretested)s			TOS/COT TOS/COT	5G-16 SG-16	KAREL KAREL
0043	4016.03	MANHOLE	1.000	EACH	103/201	36.10	MACE
W-1-		Class B (478 Fine) Aggregate	2.000	27724	TOS	5G-16	BEASON
		Class E (478 Coarse) Aggregate			TOS	\$G-16	BEASON
		Portland Cement Blended-IPF, IPN, IPF/S			TOS	SG-16	MASTERS
		Portland Cement Concrete			TOS	SG-16	MASTERS
		Reinforcing Steel - Field Sample			TOS/COT	SG-16	KAREL
		Reinforcing Steel-pretested)#			TOS/COT	\$6-16	KAREL
0044	4016.04	MANHOLE	1.000	EACH			
		Class B (47B Fine) Aggregate			TOS	\$G-16	BEASON
		Class E (478 Coarse) Aggregate			TOS	5G-16	BEASON
		Portland Cement Blended-IPF, IPN, IPF/S			TOS	5G-16	MASTERS
		Portland Cement Concrete			TOS	SG-16	MASTERS
		Reinforcing Steel - Field Sample			TOS/COT TOS/COT	5G-16	KAREL KAREL
0045	4016.05	Reinforcing Steel-(pretested)# MANHOLE	1.000	EACH	103/001	SG-16	NAKEL
0.043	4010,03	Class B (47B Fine) Aggregate	1,000	CACH	TOS	56-16	BEASON
		Class E (478 Coarse) Aggregate			TOS	5G-16	BEASON
		Portland Cement Blended-IPF, IPN, IPF/S			TOS	SG-16	MASTERS
		Portland Cement Concrete			TOS	5G-16	MASTERS
0046	4015.06	MANHOLE	1.000	EACH	200		
		Class B (478 Fine) Aggregate			TOS	5G-16	BEASON
		Class E (478 Coarse) Aggregate			TOS	5G-16	BEASON
		Portland Cement Blended-IPF, IPN, IPF/S			TOS	5G-16	MASTERS
		Portland Cement Concrete	1.5	4.	TOS	5G-16	MASTERS
0047	4016.07	MANHOLE	1.000	EACH			
		Class B (47B Fine) Aggregate			TOS	SG-16	BEASON
		Class E (478 Coarse) Aggregate			TOS TOS	SG-16 SG-16	BEASON MASTERS
		Portland Cement Blended-IPF, IPN, IPF/S Portland Cement Concrete			TOS	5G-16	MASTERS
0048	80 3105	MANHOLE	1.000	EACH	103	30.10	MAN LEVIN
0045	40.00	Class B (478 Fine) Aggregate	1.000	EMCI	TOS	SG-16	BEASON
		Class E (47B Coarse) Aggregate			TOS	SG-16	BEASON
		Portland Cement Blended-IPF, IPN, IPF/S			TOS	SG-16	MASTERS
		Portland Cement Concrete			TOS	SG-16	MASTERS
0049	4016.09	MANHOLE	1.000	EACH			
		Class B (47B Fine) Aggregate			TOS	SG-16	BEASON
		Class E (47B Coarse) Aggregate			TOS	SG-16	BEASON
		Portland Cement Blended-IPF, IPN, IPF/5			TOS	5G-16	MASTERS
0050	4017.10	Portland Cement Concrete MANHOLE	1.000	EACH	TOS	SG-16	MASTERS
0030	4010.10	Class B (478 Fine) Aggregate	1.000	EMCII	TOS	SG-16	BEASON
		Class E (47B Coarse) Aggregate			TOS	5G-16	BEASON
		Portland Cement Blended-IPF, IPN, IPF/S			TOS	SG-16	MASTERS
		Portland Cement Concrete			TOS	5G-16	MASTERS
0051	4016.11	MANHOLE	1.000	EACH			
		Class B (47B Fine) Aggregate			TOS	SG-16	BEASON
		Class E (478 Coarse) Aggregate			TOS	5G-15	BEASON
		Portland Cement Blended-IPF, IPN, IPF/S			TOS	SG-16	MASTERS
		Portland Cement Concrete			TOS	SG-16	MASTERS .
0052	4018.00	TAPPING EXISTING STRUCTURE	4.000	EACH			
0053	4044.00	PREPARATION OF STRUCTURE	1.000	EACH			
0054	4044.01	PREPARATION OF STRUCTURE	1.000	EACH EACH			
0055	4044.02	PREPARATION OF STRUCTURE	1.000 1290.000	CY		1	
0056 0057	4051.01 4105.59	EXCAVATION FOR BOX CULVERTS CLASS 478-3000 CONCRETE FOR INLET AND JUNCTION BOX	52,800	CY			
0037	4103,33	Class B (478 Fine) Aggregate	52,000		TOS	SG-16	8EASON .
		Class E (478 Coarse) Aggregate			TOS	SG-16	BEASON
		Portland Cement Blended-IPF, IPN, IPF/S			TOS	5G-16	MASTERS
		Portland Cement Concrete			TOS	SG-15	MASTERS
		White Pigmented Cure Compound-Field Use#			APL/TOS	5G-16	MASTERS
0058	4107.07	CLASS 47B-3000 CONCRETE FOR CONCRETE COLLARS	6.900	CA			

Contract ID 2191
Control Number 22191 000
Project Number 5798-77(49)
Location PLATTE RIVER TRAIL - PHASE 1
Type of Work GR CONC PAVE CULV BR FENCE SIGN
Letting Date Oct. 25th, 2012

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Legend
TOS Test or Sample
CC Contractor's Certification
MC Manufacturer Certification
COC Certification of Compliance
COT Certification of Test
APL Approved Products List
PMV Project Manager's Verification
SP Special Provisions
NSS Nebraska Standard Specification
SR Shipping Report

Une Group Item	Item Code	Description	Quantity	Unit	Acceptance Method	Reference Book	M&R Contact
to the second se		Class B (47B Fine) Aggregate			TOS	SG-16	BEASON
		Class E (47B Coarse) Aggregate			TOS	5G-16	BEASON
		Portland Cement Blended-IPF, IPN, IPF/5			TO5	SG-16	MASTERS
		Portland Cement Concrete			TOS	SG-16	MASTERS
		White Pigmented Cure Compound-Field Usea	2		AFL/TOS	SG-16	MASTERS
0059	4115.26	CLASS 478D-4000 CONCRETE	268.000	C),			
		Class B (476 Fine) Aggregate			TOS	SG-16	BEASON
		Class E (478 Coarse) Aggregate			TOS	5G-16	BEASON
*		Portland Cement Blended-IPF, IPN, IPF/5 Portland Cement Concrete			TOS TOS	\$G-16 \$G-16	MASTERS
		White Pigmented Cure Compound-Field Used			APL/TOS	SG-16	MASTERS MASTERS
		Finishing Aids/Evaporation Reducers #			APL	SG-16	MASTERS
0060	4151.00	REINFORCING STEEL FOR BOX CULVERT	32591.000	ĹB	Arc	30-10	MASIENS
	(===:	Reinforcing Steel - Field Sample			TOS/COT	SG-16	KAREL
		Reinforcing Steel-(pretested)#			TOS/COT	SG-16	KAREL
		Non-Shrink Grout a			APL	\$G-16	MASTERS
0061	4155.50	REINFORCING STEEL FOR INLET AND JUNCTION BOX	2715.000	LB .		1.75	
		Reinforcing Steel Field Sample			TOS/COT	5G-16	KAREL
		Reinforcing Steel-Epoxy (pretested)¤			TOS/COT	56-16	KAREL
		Non-Shrink Grout #			APL	5G-16	MASTERS
0062	4157.00	REINFORCING STEEL FOR COLLARS	442.000	1.8			
		Reinforcing Steel - Field Sample			TOS/COT	SG-16	KAREL
		Reinforcing Steel-(pretested)#			TOS/COT	SG-16	KAREL
		Non-Shrink Grout ¤			APL	56-16	MASTERS
0063	4310.18	18" FLARED-END SECTION	14.000	EACH	•		KAREL
		Buy America Cert-Producer/Supplier			MC	NSS106	KAREL
		Concrete Hared End Section-18 in		4.1	SR	SG-19	KAREL
0064	4310.24	24" FLARED-END SECTION	4.000	EACH	* 		KAREL
		Buy America Cert-Producer/Supplier			MC	NSS106	KAREL
base	4340.30	Concrete Flared End Section-24 in	÷ 000	EACH	SR •	SG-19	KAREL
0065	4310.30	30" FLARED-END SECTION	3.000	EACH			KAREL
		Buy America Cert-Producer/Supplier			MC	NSS106	KAREL
0056	4210.26	Concrete Flared End Section-30 in 36" FLARED-END SECTION	6.000	EACH	\$R ≉	SG-19	KAREL
UUGG	4310,36		6.000	EACH	MC	NSS106	KAREL
		Buy America Cert-Producer/Supplier Concrete Flared End Section-36 in			SR .	\$G-19	KAREL
0067	4460.48	48" CONCRETE FLARED-END SECTION	2.000	EACH	*	*	KAREL
5007	-100.10	Concrete Flared End Section-48 in	2.000	irici,	SR	SG-19	KAREL
0068	6105.01	ROCK RIPRAP, TYPE A	729.000	TON	APL	SG-24	BEASON
0069	P700.18	18" STORM SEWER PIPE, TYPE 1,7 OR 8	3471.000	LF		. •	KAREL
		Reinf Conc Sewer Pipe 18in-Class III			SR	SG-19	KAREL.
0070	P700.24	24" STORM SEWER PIPE, TYPE 1,7 OR 8	423.000	LF	. *	•	KAREL
		Reinf Conc Sewer Pipe 24in-Class III			SR	56-19	KAREL
0071	P700.30	30" STORM SEWER PIPE, TYPE 1,7 OR 8	165.000	LF	18 1	*	KAREL
		Reinf Conc Sewer Pipe 30in-Class III			SR	SG-19	KAREL
0072	P700.36	36" STORM SEWER PIPE, TYPE 1,7 OR 8	647.000	LF	*		KAREL
		Reinf Conc Sewer Pipe 35in-Class III			SR	5G-19	KAREL
0073	P702.48	48" STORM SEWER PIPE, TYPE 1	133.000	r.e	*	•	KAREL
		Reinf Conc Sewer Pipe 48in-Class III			SR	56-19	KAREL
GROUP 6 BI 0074	0030.60	MOBILIZATION	1.000	LS			
0075	6000.10	ABUTMENT NO.1 EXCAVATION	100.000	LS			
0976	6000.11	ABUTMENT NO.2 EXCAVATION	320.000	15			
0077	6010.25	CLASS 47BD-4000 CONCRETE FOR BRIDGE	86.000	CY	TOP	50.15	BEACON
		Class B (478 Fine) Aggregate			TOS	5G-16	BEASON BEASON
		Class E (478 Coarse) Aggregate			TOS TOS	SG-16 SG-16	MASTERS
		Portland Cement Blended-IPF, IPN, IPF/S			TOS	5G-16	MASTERS
		Portland Cement Concrete Pref Expansion it Filler #			APL	SG-15	MASTERS
		White Pigmented Cure Compound-Field Usen			APL/TOS	5G-15	MASTERS
		Finishing Aids/Evaporation Reducers #			APL	5G-16	MASTERS
		Non-Shrink Grout R			APL	5G-16	MASTERS
0078	6020.00		8951.000	LB			
50.0	4410.00	Reinforcing Steel - Field Sample			TOS/COT	\$G-16	KAREL
		Reinforcing Steel-(pretested)#			TOS/COT	SG-15	KAREL
		Non-Shrink Grout #			APL	56-16	MASTERS
0080	6210.14	HP 12 INCH X 53 LB STEEL PILING	705.000	LF			
4200	-	Buy America Cert-Producer/Supplier			MC	NSS106	KAREL
		Steel Piling			COT	5G-20	KAREL
GROUP 78 10081	0030.70	MOBILIZATION	1.000	LS		3	
0083	7103.00	END POSTS	19.000	EACH	TOS	56-18	KAREL
		Portland Cement Concrete			TOS	56-16	KAREL
0084	7104.00	PULL POSTS	10.000	EACH	TOS	5G-18	KAREL
		Portland Cement Concrete			TOS	SG-16	KAREL
	7105.00	CORNER POSTS	18.000	EACH	TOS	SG-18	KAREL
0085							
0085		Portland Cement Concrete	1.000	L5	TOS	SG-16	KAREL

Contract ID	2191
Control Number	22191 000
Project Number	STP8-77(49)
Location	PLATTE RIVER TRAIL - PHASE 1
Type of Work	GR CONC PAVE CULV BR FENCE SIGN
Letting Date	Oct 25th 2012

the project after the project letting.

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l	Legend	
TOS	Test or Sample	
cc	Contractor's Certification	
MC	Manufacturer Certification	
coc	Certification of Compliance	
COT	Certification of Test	
APL	Approved Products List	
PMV	Project Manager's Verification	
SP	Special Provisions	
NSS	Nebraska Standard Specification	
SR	Shipping Report	

	Line	Item				Acceptance	Reference	
Group	Item	Code	Description	Quantity	Unit	Method	Book	M&R Contact
0	2089	7333.03	SIGN POST	45.000	L F	TOS	SG-22	KAREL
C	Ю90	7333.04	SIGN POST	227.500	LF.	TOS	SG-22	KAREL
	0091	7333.06	SIGN POST	244.000	LF	TOS	SG-22	KAREL
ROUP 10 (C	1092	0001.90	SIGN DAY	976.000	EACH			
C	093	0003.10	FLAGGING	50.000	DAY			
C	094	0020.00	TRAINING	500.000	HOUR			
0	095	0030.00	MOBILIZATION	1.000	LS			
0	096	9110.01	RENTAL OF LOADER, FULLY OPERATED	85.000	HOUR			
C	097	9110.03	RENTAL OF DUMP TRUCK, FULLY OPERATED	85.000	HOUR			
ū	2098	9110.07	RENTAL OF SKID LOADER, FULLY OPERATED	85.000	HOUR			
0	1099	9110.27	RENTAL OF CRAWLER MOUNTED HYDRAULIC EXCAVATOR,	85.000	HOUR			
0	100	L022.75	TEMPORARY SILT CHECK	500.000	LF	APL	NS5808	DONDLINGER
0	101	L022.90	TEMPORARY SILT FENCE	1500.000	UF	APL	N\$5809	DONDUNGER
0	102	L022.92	TEMPORARY EARTH CHECK	500.000	LF			
0	103	L032.70	TEMPORARY MULCH					
			BUY AMERICA CERTIFICATION (PRIME CONTRACTOR)			cc	5P-83	KAREL

^{*}REFER TO THE SAMPLING GUIDE, PROJECT PLANS, SPECIAO PROVISIONS AND ROADWAY DESIGN DIVISION POLICY LETTER #DES97-01 REGARDING THE REQUIRMENTS FOR THE VARIOUS TYPES OF PIPE THAT CAN BE USED.

State of Nebraska Department of Roads . Material Sampling and Testing Summary

Contract ID 2191
Control Member 22191 000
Project Number 3759-77(89)
Project Number 3759-77(89)
Location PLATE BUYER TRAIL- PHASE 1
Type of Work Loc COMC PACE CLUV BR FENCE SIGN
Letting Date Oct. 25th, 2012

These are activated quantities for materials that need to be tested for this project.
Items that require certifications or relates of compliance are not liked. Please refer to Materials Sampling Guide for those frems and for frequency of materials that need to be submitted to NOR for vertication resting.

	GROUP 4 CULVERTS			Assis OOZO OOZO GROUP 3 CONCRETE PAVEMENT 0023		GROUP 1 GRADING
005B. Assume:	D040-0051 Assume: 0057 Assume:	Assume OUSS Assume Assume Assume	0030 0031 Assume: 0032 Assume:	Assume: 0020 Assume: Assume:	0014 Assume: 0015 Assume: 0016 0018	Una itoria COOS Assume:
4107.07 To be complet	To be completed to be complete	3020.34 10 peurs 3070.11 To be comple	2010.03 3016.71 To be compar 3016.73	1 pour 2 CY 8024.50 SELECT / SOIL 1 per locarion/, locations 2001.03 GRAVEL	4095.15 1 per jocation 4107.09 To be comple 4197.00 4197.00	
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State of Nebraska Department of Roads Material Sampling and Testing Summary

Contract ID 2191
Control Number 22259 COB
PROJECT Number 22259 COB
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PROJECT NUMBER TRAIL - PHASE 1
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Exhibit "A" Material Sampling & Testing

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FEES AND PAYMENTS

EXHIBIT "B"

- A. Payment Method. Payment under this agreement will be made based on Actual Costs

 plus a Fixed Fee for profit.
- B. Total Agreement Amount. For performance of the services as described in this agreement, the Consultant will be paid a fixed-fee-for-profit of \$35,410.82 and up to a maximum amount of \$328,947.18 for actual costs as defined in paragraph "H" of this section. The total agreement amount is \$364,358.00. The Consultant's compensation shall not exceed this maximum amount without prior written approval of the LPA.
- C. Ineligible Costs. The LPA is not responsible for costs incurred prior to the Notice-toProceed date or after the completion deadline date set out in the NOTICE TO PROCEED

 AND COMPLETION section of this agreement or as provided in a written time extension notification.
- D. Federal Cost Principles. For performance of Services under the terms of this agreement, the Consultant will be paid subject to the terms of this agreement and all requirements and limitations of the federal cost principles contained in the Federal Acquisition Regulation (48 CFR 31).
- E. Federal-aid. (2-1-12) 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 of Section 18 herein shall be used by the parties.
- F. Subconsultant Over-runs and Under-runs. The Consultant shall require any subconsultant to notify Consultant if at any time the subconsultant determines that its costs will exceed its negotiated fee estimate. The Consultant shall not allow any subconsultant to exceed its negotiated fee estimate without prior written approval of the LPA. The

- Consultant understands that the amount of any subconsultant cost under-run will be subtracted from the total compensation to be paid to Consultant under this agreement, unless prior written approval is obtained from the LPA and, when applicable, FHWA.
- G. Out of Scope Services and Consultant Work Orders. The LPA 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 the LPA decides that these services
 require an adjustment in costs, the Consultant shall: (a) describe the proposed services,
 (b) provide an explanation why Consultant believes that the proposed services are not
 within the original scope of services and additional work effort is therefore required, and (c)
 estimate the cost to complete the services. Consultant must receive written approval from
 the LPA before proceeding with the out-of-scope services. Before written approval will be
 given by the LPA, the LPA must determine that the situation meets the following criteria:
 - That the additional work is beyond the scope of services initially negotiated with Consultant; and
 - That the proposed services are within the scope of the Request for Proposal under which Consultant was selected and contract entered into; and
 - That it is in the best interest of the LPA that the services be performed under this
 agreement.

Once the need for a modification has been established, a supplemental agreement will be prepared.

If the additional work requires the Consultant to incur costs prior to execution of a supplemental agreement, the LPA shall use the process set out below:

- The Consultant Work Order (CWO) DR Form 250 shall be used to describe and provide necessary justification for the additional the scope of services, effort, the deliverables, modification of schedule, and to document the cost of additional services. The CWO form is available on the Department of Roads website at www.transportation.nebraska.gov/gov-aff/lpa-guide-man.html#forms4. The CWO must be executed to provide authorization for the additional work and to specify when that work may begin. This agreement will be supplemented after one or more CWOs have been authorized and approved for funding.
- H. Payments. Payment for work under this agreement will be made based on actual costs plus a fixed fee for profit. Actual costs include direct labor costs, direct non-labor costs, and overhead costs.

- (1) <u>Direct Labor Costs</u> are the earnings that individuals receive for the time they are working directly on the project.
 - (a) Hourly Rates: For hourly employees, the hourly earnings rate shall be the employee's straight time hourly rate for the pay period in which the work was performed. If overtime hours are worked on this project, the premium pay portion of those hours is not allowable as a direct labor cost.
 - For salaried employees, the hourly earnings rate shall be their actual hourly rate as recorded in the Consultant's accounting books of record.
 - (b) <u>Time records</u>: The hours charged to the project must be supported by adequate time distribution records. The records must clearly indicate the distribution of hours to all activities on a daily basis for the entire pay period, and there must be a system in place to ensure that time charged to each activity is accurate.
- (2) <u>Direct Non-Labor Costs:</u> These costs include all necessary, actual, and allowable costs related to completing the work under the agreement, including but not limited to: meals, lodging, mileage, subject to the limitations outlined below; communication costs; reproduction and printing costs; special equipment and materials required for the project; special insurance premiums if required solely for this agreement; and such other allowable items.

A non-labor cost charged as a direct cost cannot be included in the Consultant's overhead rate. If for reasons of practicality, the consultant is treating a direct non-labor cost category, in its entirety, as an overhead cost, then costs from that category are not eligible to be billed to this project as a direct expense.

Consultant shall submit to the LPA an invoice or billing itemizing all direct non-labor costs claimed for work under this agreement, and all supporting receipts or invoices. The State, on behalf of the LPA, will pay the Consultant for all necessary, allowable, eligible and properly documented direct non-labor costs related to the work under this agreement.

The following expenses will be reimbursed at actual costs, not to exceed the rates as shown below.

(a) The reimbursement for mileage associated with the use of company owned vehicles shall 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:

- The mileage rate which the consultant reimbursed to the person who submitted the claim for POV use, or
- The prevailing standard rate as established by the IRS.
- (b) Automobile Rentals and Air Fares will be actual reasonable cost and if discounts are applicable the Consultant shall give the LPA the benefit of all discounts.
- (c) The reimbursement for meal and lodging rates shall be limited to the prevailing standard rate as indicated in the current website address for U.S. General Services Administration's (GSA) rates which is indicated below:

http://www.gsa.gov/portal/category/100120

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

Breakfast:

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

Lunch:

- a) 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
- c) Employee returns from overnight travel at or after 2:00 p.m.

Dinner:

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

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

The Consultant shall note the actual lodging and meal costs in a daily diary, expense report, or on the individual's time report along with the time of departure to the project and time of return to the headquarters town. The total daily meal costs must not exceed the GSA rates set out above.

(3) Overhead Costs include indirect labor costs, indirect non-labor costs, and direct labor additives that are allowable in accordance with 48 CFR 31. Overhead costs are to be allocated to the project as a percentage of direct labor costs. The Consultant will be allowed to charge the project using its actual allowable overhead rate. Overhead rate increases which occur during the project period will not be cause for an increase in the maximum amount established in this agreement.

- I. Fee for Profit (Actual Cost Plus Fixed Fee). The Fixed Fee for Profit was computed upon the negotiated direct labor and overhead costs. The Fee for Profit is not allowable upon direct non-labor costs. For monthly or progress invoices, the Fee for Profit is calculated by multiplying the sum of the direct labor and overhead costs billed by the negotiated Fee for Profit Rate of "12.00%". Upon completion of the work under this agreement, the Consultant shall invoice the LPA any remaining Fixed Fee for Profit. If all of the work under this agreement is not completed for any reason, fixed fee for profit will be adjusted based on the LPA's determination of the actual percentage of work completed.
- J. Invoices and Progress Reports. The Consultant shall submit invoices to the LPA no more frequently than at monthly intervals and in accordance with the "LPA Reimbursement Procedures" which can be found on the State's website at:

http://www.transportation.nebraska.gov/gov-aff/lpa-guide-man.html#policies4. The invoices must present actual direct labor, actual overhead, actual direct non-labor costs, as well as the Fee for Profit based upon the actual direct labor and overhead costs billed for that period. The invoices must identify each employee by name and classification, the hours worked, and each individual's actual labor cost. Direct non-labor expenses must be itemized and provide a complete description of each item billed.

Each monthly invoice must include a completed "Cost Breakdown Form" (see State's webpage at http://www.transportation.nebraska.gov/gov-aff/lpa-guide-man.html) and must be substantiated by a progress report which is to include/address, as a minimum:

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

Consultant shall submit a progress report monthly even if Consultant does not submit a monthly invoice.

- K. Progress Payments. Payments will not be made unless the monthly progress reports provide adequate substantiation for the work and the LPA and the State determine that the work has been properly completed. The State, on behalf of the LPA, will make a reasonable effort to pay the Consultant within 30 days of receipt of the Consultant invoices.
- L. Final Invoice. Upon completion of the work under this agreement, the Consultant shall submit their final invoice with a letter identifying it as the final invoice. The letter shall also include the following information/statements:

- Project name/location, project number, control number, service provided, and agreement number.
- All the work under this agreement has been completed and all required deliverables have been submitted to the LPA,
- Consultant has no outstanding issues to be resolved regarding the work under this agreement.

In addition, the Consultant shall review the overhead costs billed to-date to determine if the overhead rates used on the progress billings match the actual allowable rate applicable to the time period that the labor was incurred. If cost adjustments are necessary, they should be reflected on the final invoice. If a particular year's actual overhead has not yet been computed or approved by the State, the most recent years accepted rate should be applied.

- M. Final Payment. Upon determination by the LPA and the State that the work was adequately substantiated and completed in accordance with this agreement, payment will be made in the amount of the approved final invoice. The acceptance by the Consultant of the final payment will constitute and operate as a release to the LPA and the State for all claims and liability to the Consultant, its representatives, and assigns, for any and all things done, furnished, or relating to the services rendered by or in connection with this agreement or any part thereof.
- N. Audit and Final Cost Adjustment. Upon acceptance by the LPA and the State, the 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. The Consultant agrees to reimburse the State for any overpayments identified in the audit review, and State agrees to pay Consultant for any identified underpayments.
- O. Consultant Cost Record Retention. The Consultant shall maintain, and also require that its Subconsultants/Subcontractors maintain, all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such material available for examination at its office at all reasonable times during the agreement period and for three years from the date of final cost settlement by FHWA and project closeout by the State. Such materials must be available for inspection by the LPA, State, FHWA, or any authorized representative of the federal government, and when requested, the Consultant shall furnish copies.

EXHIBIT "C"

INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICE PROVIDERS LPA PROJECTS

Consultant agrees to:

- (1) Make a detailed review of its existing insurance coverage,
- (2) Compare that coverage to the expected scope of the work under this contract,
- (3) Obtain the insurance coverage that it deems necessary to fully protect Consultant from loss associated with the work. Also, Consultant shall have at a minimum the insurance described below:

General Liability -

Limits of at least:

- \$1,000,000 Per Occurrence
- \$ 2,000,000 General Aggregate
- \$ 2,000,000 Completed Operations Aggregate (if applicable)
- \$ 1,000,000 Personal/Advertising Injury
- Consultant shall be responsible for the payment of any deductibles.
- Coverage shall be provided by a standard form Commercial General Liability Policy covering bodily injury, property damage including loss of use, and personal injury.
- · General Aggregate to apply on a Per Project Basis.
- The LPA shall be named as Additional Insured on a primary and non-contributory basis
 including completed operations (the completed work/product) for three (3) years after the
 work/product is complete.
- Consultant agrees to waive its rights of recovery against the LPA. Waiver of Subrogation
 in favor of the LPA shall be added to, or included in, the policy.
- Contractual liability coverage shall be on a broad form basis and shall not be amended by any limiting endorsements.
- If work is being done near a railroad track, the 50' railroad right of way exclusion must be deleted.
- In the event that this contract provides for consultant to construct, reconstruct or produce a completed product, products and completed operations coverage in the amount provided above shall be maintained for the duration of the work, and shall be further maintained for a minimum period of five years after final acceptance and payment.

Policy shall not contain a total or absolute pollution exclusion. Coverage shall be
provided for pollution exposures arising from products and completed operations (as per
standard CG0001 Pollution Exclusion or equivalent). (If the standard pollution exclusion
as provided by CG0001 has been amended, please refer to the following section entitled
"Pollution Coverage.")

Pollution Coverage –

In the event that the standard pollution exclusion as provided by CG0001 has been amended, coverage may be substituted with a separate Pollution Liability policy or a Professional Liability policy that includes pollution coverage in the amount of \$1.0 million per occurrence or claim and \$1.0 million aggregate. If coverage is provided by a "claims made" form, coverage will be maintained for three years after project completion. Any applicable deductible is the responsibility of the Consultant.

Automobile Liability -

Limits of at least:

\$1,000,000 CSL Per Accident

Coverage shall apply to all Owned, Hired, and Non-Owned Autos.

Workers' Compensation -

Limits: Statutory coverage for the State where the project is located.

Employer's Liability limits:

\$100,000 Each Accident

\$100,000 Disease - Per Person

\$500,000 Disease - Policy Limit

 Consultant agrees to waive its rights of recovery against the LPA. Waiver of Subrogation in favor of the LPA shall be added to, or included in, the policy

Professional Liability -

Limits of at least:

\$ 1,000,000 Per Claim and Annual Aggregate

Coverage shall be provided for three years after work/project completion.

Electronic Data and Valuable Papers -

Limits of at least:

\$100,000 Electronic Data Processing Data and Media

\$25,000 Valuable Papers

Umbrella/Excess -

Limits of at least: \$1,000,000 Per Occurrence and Annual Aggregate

- Policy shall provide liability coverage in excess of the specified Employers Liability,
 Commercial General Liability and Auto Liability.
- The LPA, shall be an "Additional Insured".
- Consultant agrees to waive its rights of recovery against the LPA. Waiver of subrogation

Project No. STPB-77(49) Control No. 22191 Platte River Trail – Phase 1 Exhibit "C" Page 2 of 3 in favor of the LPA shall be provided.

Additional Requirements -

Any insurance policy shall be written by a reputable insurance company acceptable to

the LPA or with a current Best's Insurance Guide Rating of A - and Class VII or better,

and authorized to do business in Nebraska.

Evidence of such insurance coverage in effect shall be provided to the LPA in the form

of an Accord certificate of insurance executed by a licensed representative of the

participating insurer(s).

For so long as insurance coverage is required under this agreement, the Consultant

shall have a duty to notify the LPA and the State of Nebraska Department of Roads

(State) when the Consultant knows, or has reason to believe, that any insurance

coverage required under this agreement will lapse, or may be canceled or terminated.

The Consultant must forward any pertinent notice of cancelation or termination to the

LPA and to the State by mail (return receipt requested), hand-delivery or facsimile

transmission within 2 business days of receipt by Consultant of any such notice from an

insurance carrier. Copies of notices received by the Consultant shall be sent to the LPA,

in care of the LPA's Responsible Charge and to the State at the following address:

Nebraska Department of Roads

Construction Division - Insurance Section

1500 Highway 2, P. O. Box 94759

Lincoln, NE 68509-4759 Facsimile No. 402-479-4854

Failure of the owner or any other party to review, approve, and/or reject a certificate of

insurance in whole or in part does not waive the requirements of this agreement.

The Limits of Coverage's set forth in this document are suggested minimum limits of

coverage. The suggested limits of coverage shall not be construed to be a limitation of

the liability on the part of the consultant or any of its subconsultants/tier subconsultants.

The carrying of insurance described shall in no way be interpreted as relieving the

consultant, subconsultant, or tier subconsultant of any responsibility of liability under the

contract.

If there is a discrepancy of coverage between this document and any other insurance

specification for this project, the greater limit or coverage requirement shall prevail.

Project No. STPB-77(49) Control No. 22191 Platte River Trail – Phase 1