

Agenda Item: 6.

Memo to the Programs, Projects and Operations Subcommittee

Subject: Western Douglas County Trails Project – Contract with EGA

Date: December 5, 2012

From: Gerry Bowen

The Western Douglas County Trails Project was initiated by the District, Douglas County, and the Cities of Valley, Omaha, and the Village of Waterloo to construct a series of trails in Western Douglas County in 2005. Congressman Lee Terry obtained a federal earmark of \$4.8 million to assist with this effort.

In 2006, the District selected Ehrhart Griffin & Associates (EGA) as the prime consultant to provide professional engineering services for the Western Douglas County Trails Project. The initial agreement had a not to exceed amount of \$324,892.34. EGA conducted preliminary design of the first two phases (Valley to Waterloo and the Elkhorn River pedestrian bridge at Waterloo), plus route designations for the remaining phases of the project that connected to Elkhorn and the Platte River. NDOR prepared the agreement for these services, ensuring that the original contract/agreement met all of the federal standards to qualify for 80% federal cost sharing.

In September, 2008, the District approved an amendment to the initial agreement to complete the design and construction of Phase 1. These services were estimated to cost \$242,180.00. Again, a supplemental agreement to be prepared by NDOR was necessary to cover these additional services. Since this agreement had been approved by the Board and was believed to be forthcoming from NDOR, Management authorized EGA to continue working on the project, including the preparation of land rights maps and legal descriptions, and final design of Phase 1. However, the supplemental agreement never got prepared by NDOR due to the “shake-up” between NDOR and FHWA, and the internal decision by NDOR to work solely on “Stimulus” (ARRA) projects. The District Staff continued to request a supplemental agreement from NDOR to no avail.

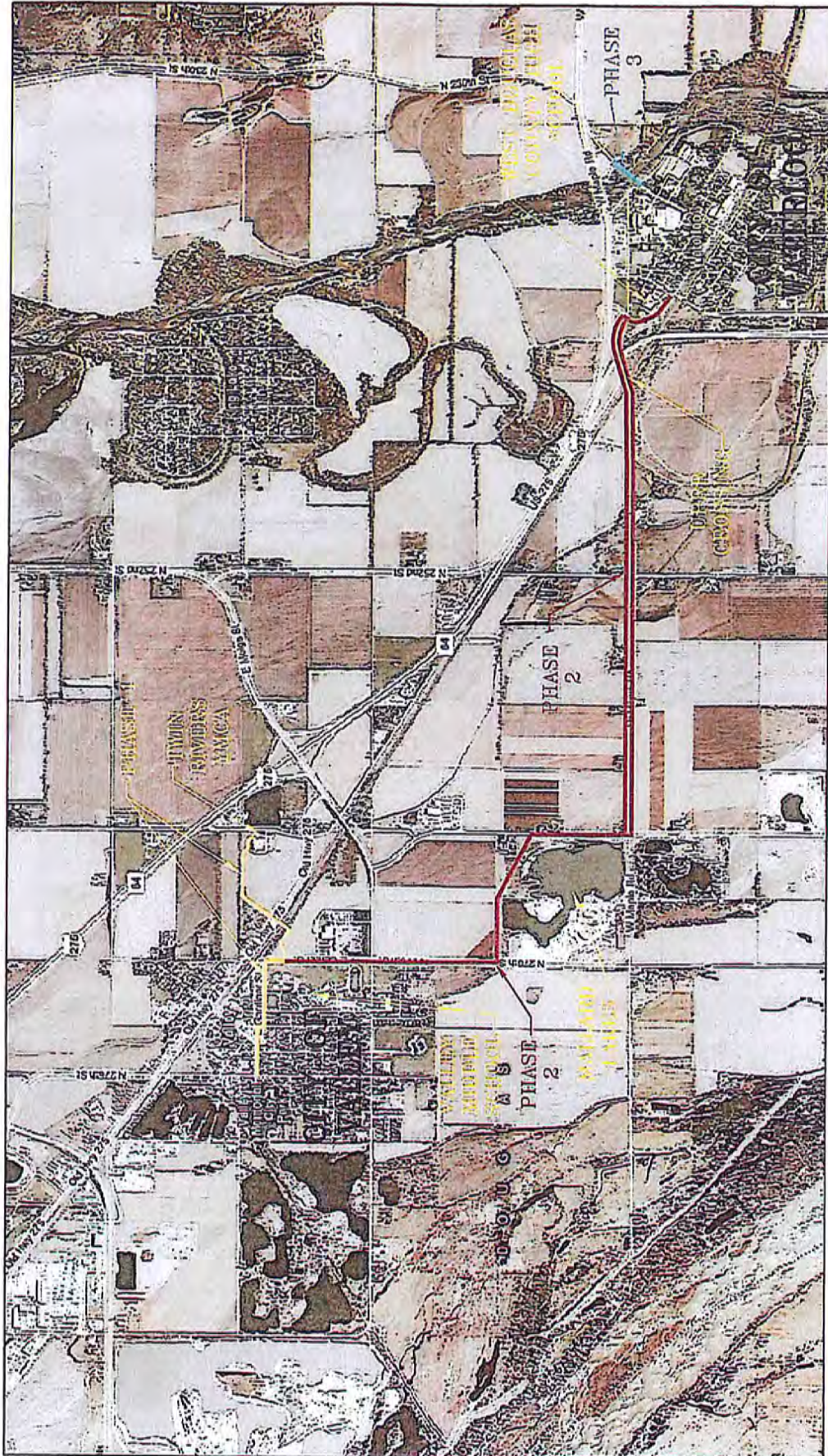
In January, 2011, it became apparent that a supplemental agreement would not be forthcoming from NDOR and Management instructed EGA to cease work on the project until an agreement was finalized. When the work was stopped, EGA had already completed services totaling \$166,133.62 (see attached letter from EGA). Since these services were performed without benefit of an NDOR agreement, NDOR determined that these fees are not eligible for 80 percent reimbursement.

This is a very unfortunate and totally unforeseen turn of events. To close the loop on these engineering services already performed by EGA and partially compensated by the District, it is recommended that a contract with EGA in the form attached (Additional Professional Services) in the amount of \$166,162.62 be approved by the Board.

As the project moves forward, additional services are needed with EGA to complete final and right of way design for Phase 1 and 2 (Phase 1 = Valley to YMCA; Phase 2 = Valley to Waterloo). These services are estimated to cost \$159,605.21. The scope of services and cost matrix is included in the attached LPA-Consultant Professional Services Agreement. The NDOR has already approved the agreement, so these fees will be eligible for 80% federal reimbursement, the District's share being \$31,921.04 ($\$159,605.21 \times 0.20$). The agreement requires a Board resolution authorizing the General Manager to execute the agreement on behalf of the District.

It is recommended that the Subcommittee recommend to the Board that the General Manager be authorized to execute the proposed Additional Professional Services agreement with Ehrhart Griffin & Associates for the Western Douglas County Trail Project in the amount of \$166,133.62, subject to changes deemed necessary by the General Manager and approved as to form by District Legal Counsel; and that the proposed Nebraska Department of Roads resolution be approved, authorizing the General Manager to execute the proposed LPA-Consultant Professional Services Agreement with Ehrhart Griffin & Associates for the Western Douglas County Trails Project in the maximum, not to exceed, amount of \$159,605.21.

**WESTERN DOUGLAS COUNTY TRAIL
DOUGLAS COUNTY, NEBRASKA**
SECTION 03, 04, 05, 06, 08, 09, 10, T15N, R10E
SECTION 31, T16N, R10E SECTION 36, T16N, R09E



November 29, 2012



Mr. Gerry Bowen
PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT
8901 South 154th Street
Omaha, Nebraska 68138-3621

RE: Western Douglas County Trail
EGA Project No. 041422

Dear Gerry,

Please use this letter serves to recap the contract status for the above referenced project.

As you know, the contract status is as follows:

Original Contract	\$ 324,892.34	under NDOR contract
Additional services already furnished	<u>\$ 166,132.62</u>	
Current contract status	\$ 491,025.96	


As you recall, in September, 2008 the Board authorized an additional services amount of \$ 242,180.00 with the anticipation of a supplemental agreement to be issued by the NDOR. Of the \$ 242,180.00 Amendment that was Board approved, we have expended \$ 166,133.62 to date, hence the amount of the additional services listed above. At the time of Board approval, we were given the green light to proceed with design by NRD Management while still awaiting an NDOR contract approval so as not to delay the project and continue on with the time critical elements (specifically the UPRR coordination and the NEPA concurrences). The NDOR, despite numerous inquiries by the PMRNRD as to the contract status, did not issue a contract extension for this amount, evidently due to their internal dealings with Federal Highway Administration (FHA) and the NDOR's decision to focus primarily on stimulus driven projects. In January, 2011, the PMRNRD requested that we cease any further design effort until such time as the NDOR provided a supplemental agreement. Our time spent since then has included coordination with the PMRNRD's NEPA consultant, meetings with stakeholder's, and coordination efforts with the NDOR.

The trail now consists of two phases: Phase 1 is the section between Valley and the Twin Rivers YMCA, and the 2nd phase is the section between Waterloo and the connection to the YMCA. The expended fee to date has Phase 1 designed to an approximate 30% level, and Phase 2 designed to an approximate 80% level. It should be pointed out that the Phase 2 design is fairly complete in the detailed aspect of the design, but due to the delay in moving forward, we anticipate the reworking of some aspects of the design due to the new topographic improvements along the trail corridor, particularly in Mallard Lake subdivision that were not present at the time of our first design, and land ownership changes that have occurred over this interim period, hence the 80% design status designation.

The current NDOR Professional Services Agreement that is up for Board approval is in the amount of \$159,605.21. This amount will fully complete the final design for both phases going forward in accordance with current NDOR's policies and furnish all necessary information to the NDOR's P, S and E Department for bid letting.

We have always believed this project to be an important community asset and are fully committed to completing our design in the fastest, most efficient time possible. We look forward to any further discussion to further clarify any questions the Board or staff may have.

Sincerely
EHRHART GRIFFIN & ASSOCIATES


Daniel J. Dolezal, PE



November 30, 2012

Mr. Gerry Bowen
PAPIO-MISSOURI RIVER
8901 South 154th Street
Omaha, Nebraska 68138-3621

RE: Contract Amendment
West Douglas County Trail, Phases 1 and 2
EGA Project No. 041422

Dear Gerry,

I am writing to formally request additional professional services by the following amounts:

Design Services

Original Contract	\$ 324,892.34	under NDOR contract
Additional service request	<u>\$ 166,133.62</u>	
	\$ 491,025.96	

Items included within this additional service included:

- Separation of the original design into 2 phases (Phase 1 is YMCA to Valley, Phase 2 is from YMCA connection to Waterloo)
- Detailed design of Phase 2
- Preparation of the 30% level design for Phase 1
- Coordination with UPRR
- Coordination with the PMNRD's NEPA consultant
- Meetings with stakeholder's (at the PMNRD's request) during the delay period.
- Coordination with the NDOR regarding phasing.

This letter does not constitute a change to the clauses or conditions of the original agreement save for the fee arrangement.

Please feel free to call if you have any questions or comments.

Sincerely,
EHRHART GRIFFIN & ASSOCIATES

Daniel J. Dolezal, P.E.

Accepted this _____ day of _____, 20__

By: _____

**LPA – CONSULTANT
PROFESSIONAL SERVICES AGREEMENT
PRELIMINARY ENGINEERING SERVICES**

PAPIO-MISSOURI RIVER NATURAL RESOURCE DISTRICT
EHRHART GRIFFIN & ASSOCIATES, INC.
PROJECT NOS. DPU-28(87), DPU-28(102)
CONTROL NOS. 22227, 22227A
WEST DOUGLAS COUNTY TRAIL, PHASE 1 & 2

THIS AGREEMENT, made and entered into by and between the Papio-Missouri River Natural Resource District, hereinafter referred to as the Local Public Agency or LPA, and Ehrhart Griffin & Associates, hereinafter referred to as the Consultant.

WITNESSETH

WHEREAS, the LPA used a qualification based selection process to select the Consultant to render professional services for the above named project at the location shown on EXHIBIT "A", which is attached and hereby made a part of this agreement, and

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

WHEREAS, Consultant is willing to perform the services in accordance with the terms hereinafter provided 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 related program requirements, so that Consultant's costs under this agreement will be fully eligible for federal reimbursement, and

WHEREAS, Consultant has accomplished work for this project under a previous agreement executed by the LPA July 18, 2006 and executed by the Consultant July 18, 2006, and

WHEREAS, the LPA paid the consultant directly for those services and has been reimbursed by the State for those services under the Project Program Agreement (YL0633), and

WHEREAS, new work to be completed under this agreement, will be accomplished solely in accordance with the terms of this agreement, and

WHEREAS, the LPA and Consultant intend that the services under this agreement 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, the Consultants primary contact person for LPA will be the 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.

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

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

SECTION 1. DEFINITIONS

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

"LPA" stands for Local Public Agency, and in this agreement means Papio-Missouri River Natural Resource District unless the context otherwise requires. LPA may also be used to refer generally to other Local Public Agencies. 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, and

"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 E&A Consulting Group, Inc., and any employees thereof, whose business and mailing address is 330 North 117th Street, Omaha, NE 68154, and the firm of RDG IA Inc., dba RDG Planning & Design, 900 Farnam on the Mall, Suite 100, Omaha, NE 68102, and the firm of Thiele Geotech, Inc., and any employees thereof, whose business and mailing address is 13478 Chandler Road, Omaha, NE 68138, and

"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.transportation.nebraska.gov/gov-aff/lpa/lpa-guidelines.pdf>, and

"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, and

"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 sub recipient of federal funds and any reference to the "State" in this agreement shall mean the State on behalf of the United States Department of Transportation, and

"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, and

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

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

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, and

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 State 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

LPA and Consultant understand that the Services provided by Consultant must be completed in accordance with all federal-aid reimbursement requirements and conditions. Although Consultant has provided services under a previous agreement, the Consultant agrees to provide preliminary engineering services solely under this agreement for Project No. DPU-28(87) and DPU-28(102), Control No. 22227 and 22227A, in Douglas County as set out in Exhibit "B", entitled Scope of Services and Fee Proposal, which are attached and hereby made a part of this agreement.

Exhibit "B" is the result of the following process:

- (1) 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 "B".

The LPA has the absolute right to add or subtract from the scope of services at any time and such action on its part will in no event be deemed a breach of this agreement. The addition or subtraction will become effective seven days after mailing written notice of such addition or subtraction.

SECTION 6. STAFFING PLAN (For PE Services)

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 services 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 "B" and is incorporated herein by this reference. During design, 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, 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:

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

SECTION 8. NOTICE TO PROCEED AND COMPLETION DATE (PE)

The LPA will issue the Consultant a written Notice-to-Proceed when LPA determines that federal funding approval has been obtained for the project, upon full execution of the agreement and upon State concurrence that the form of this agreement is acceptable for federal funding eligibility. Any 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 the services according to the schedule in attached Exhibit "B" and shall complete all services required under this agreement in a satisfactory manner.

Any costs incurred by Consultant after the completion date are not eligible for reimbursement unless the Consultant has received a written extension of time from 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 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 "D", attached hereto and hereby made a part of this agreement.

For performance of the services as described in this agreement, the Consultant will be paid a fixed-fee-for-profit of \$3,788.91 and up to a maximum amount of \$155,816.30 for actual costs in accordance with Exhibit "D". The total agreement amount is \$159,605.21.

SECTION 10. PROFESSIONAL PERFORMANCE (LPA PE)

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 an approval of the Consultant's work product which would relieve the Consultant from any liability or expense that would be connected with the Consultant's sole responsibility for the propriety and integrity of the professional services 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 project 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 work product is necessary, the Consultant shall make such revisions without expense to the LPA. The Consultant shall respond to the LPA's or State's notice of any errors or omissions within 24 hours and give immediate attention to necessary corrections to minimize any delays to the project. This may involve visits by the Consultant to the project site, if directed by the LPA. If

the Consultant discovers errors in its services, it shall notify the LPA and State of the errors within seven days. Failure of the Consultant to notify the LPA will constitute a breach of this agreement. The Consultant's legal liability for all damages incurred by the LPA caused by error, omission, or negligent acts of the Consultant will be borne by the Consultant without liability or expense to the LPA.

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

The LPA has the absolute right to suspend or abandon the work, or terminate the 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 the 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 the 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.

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 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 3/16/11):

"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 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 Consultant Coordinator prior to the dissemination of any privileged or confidential information or documentation if it is unclear to the Consultant whether such information or documentation is in fact privileged or confidential.

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

SECTION 18. DISPUTES

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

SECTION 19. RESPONSIBILITY FOR CLAIMS AND LIABILITY (PE) (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

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

SECTION 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 subagreements financed in whole or in part with federal funds under this agreement. Consequently, the disadvantaged business requirements of 49 CFR 26 are hereby made a part of and included in this agreement by reference.

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

SECTION 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. Nondiscrimination: The Consultant, with regard to the work performed by it after award and prior to completion of this agreement, shall not discriminate on the basis of race, color, sex, or national origin in the selection and retention of Subconsultants, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5, including employment practices when the agreement covers a program set forth in Appendixes A, B, and C of 49 CFR 21.
- C. Solicitations for Subagreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subagreement, including procurements of materials or equipment, each potential Subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this 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 of the State and United States.

SECTION 27. SUBLETTING, ASSIGNMENT, OR TRANSFER

The Subconsultant/Subcontractor will provide structural engineering, landscape architectural and geotechnical exploration 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, in excess of \$10,000, must contain similar provisions to those in this agreement. No right-of-action against the LPA will accrue to any Subconsultant/Subcontractor by reason of this agreement.

As outlined in the DISADVANTAGED BUSINESS ENTERPRISES Section of this agreement, the Consultant shall take all necessary and reasonable steps to ensure that

disadvantaged business enterprises have the maximum opportunity to compete for and perform subagreements. Any written request to sublet any other work must include documentation of efforts to employ a disadvantaged business enterprise.

SECTION 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:
1. 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
 2. 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**
- a. 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 State'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 State may terminate this agreement for cause or default.

- d. The Consultant shall provide immediate written notice to the State 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 State 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 State may terminate this agreement for cause or default.
2. **Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions**
- a. By signing this agreement, the Consultant certifies to the best of its knowledge and belief, that it and its principals:
 - i. 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 whole agreement of the parties. There are no promises, terms, conditions, or obligations other than contained herein, and this agreement supersedes all previous communications, representations, or other agreements or contracts, either oral or written hereto.

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.

EXECUTED by the Consultant this ____ day of _____, 2012.

EHRHART GRIFFIN & ASSOCIATES
Daniel Dolezal

Partner

STATE OF NEBRASKA)
)ss.
DOUGLAS COUNTY)

Subscribed and sworn to before me this ____ day of _____, 2012.

Notary Public

EXECUTED by the LPA this ____ day of _____, 2012.

PAPIO-MISSOURI RIVER NRD
John Winkler

General Manager

Subscribed and sworn to before me this ____ day of _____, 2012.

Attest

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

Date

Exhibit "B"
SCOPE OF SERVICES

**NEPA Categorical Exclusion and Preliminary Engineering
for**

Project Name: West Douglas County Trail Phases 1 & 2
Project Numbers: DPU-28(87), DPU-28(102)
Control Numbers: 22227, 22227A

A. PROJECT DESCRIPTION

This schedule provides for preliminary engineering design services for the design of the Western Douglas County Trail, Phases 1 & 2 in Douglas County, Nebraska. As defined in Chapter 6.4 in the LPA Guidelines "Preliminary Design is the amount of design work necessary to acceptably complete the preliminary engineering design stage to 100%. The project consists of:

A recreational pedestrian and bicycle trail that consists of the following 2 phases:

Phase 1 begins at the City Park in Valley, Nebraska. The City Park, with its associated parking lot, will serve as a natural trailhead and destination point. The trail will traverse easterly through Valley by routing bicycle traffic along the curb lane of Gardiner Street and pedestrian traffic to the existing pedestrian sidewalk through the use of proper signage. As the trail reaches the perimeter of the Valley Middle School, it becomes a 10' wide concrete stand-alone trail section. The trail will follow along the perimeter of the school intramural and competitive athletic fields, traversing west of Center Street as well, until it reaches a point sufficient to provide proper sight distance for a lighted, controlled pedestrian crossing. The trail then crosses Center Street and traverses up a proposed ramp to a bridge over the Union Pacific Railroad (UPRR) tracks. The bridge will also cross the former highway 275 before ending. The trail will traverse down a man-made ramp to the site of future athletic fields for the YMCA, then traverse northerly to the northerly boundary of said YMCA property. The trail will parallel the northerly property line until it is opposite the existing Twin Rivers YMCA facility, then wind its way to the northerly edge of the parking lot north of the main entrance into the YMCA facility. There it will co-join with the existing sidewalk until it reaches its easterly terminus in front of the main entrance into the Twin Rivers YMCA. The terminus will provide bicycle racks and the existing parking lot will act as the trailhead.

Phase 2 is a 10 foot wide concrete recreational pedestrian and bicycle trail with a westerly terminus at the solar powered pedestrian traffic signalized trail crossing on Center Street planned under Phase 1. The trail traverses parallel to and approximately 32 feet west of the west edge of pavement of Center Street until it reaches Meigs Street. This route minimizes land acquisition while being respectful of existing practice and intramural field layouts. The terrain in this area is very flat and drainage is primarily stored in swales until it is absorbed. For that reason, this portion will require fill in order to keep the trail as high as possible and out of the submerged conditions during rain events. At the Meigs Street intersection (which is a 4 way stop condition), the trail will cross to the east side of Center Street (now 270th Street) until it reaches the north side of the Mallard Lake subdivision. At that point, the trail turns easterly and lies inside the north property line of the platted and future phases of the aforementioned Mallard Lake subdivision. As it approaches 264th Street, the trail will turn and parallel 264th Street inside the future Mallard Lake subdivision until it reaches West Maple Road. The routing has been thoroughly coordinated with the Owner, planners and engineers of the Mallard Lake subdivision. At the West Maple Road intersection, the trail becomes a shared shoulder section with the West Maple Road. This is achieved by grading and paving to create a 9' wide shoulder that utilizes a 2' separation between roadway and trail, a 5' one way trail section and a 2' grassed shoulder. Trail users will be directed by proper signage to travel in the same direction as vehicular traffic. The shared shoulder will occupy both sides of West Maple Road until the trail reaches a four way stop at its intersection with North Front Street in Waterloo, Nebraska. The shared shoulder concept has been reviewed and approved by both the Douglas County Engineer, the Nebraska Department of Roads (under a preliminary review), and the communities of Valley and Waterloo. The trail will cross a Union Pacific Railroad train track through the construction of an UPRR approved manual crossing gate system. At North Front Street, the trail will then turn southerly and revert to a stand alone 10' wide concrete section lying on the west and south sides of North Front Street until it reaches the eastern

terminus with the connection to the existing Waterloo City Trail at the intersection of North Front Street and 7th Street.

This project is located in Douglas County, Nebraska. Project activities include the construction of a 6" thick, 10' wide concrete recreational trail with a signalized street crossing, ADA handicap ramps at all street intersections it touches, a pedestrian bridge, bicycle racks and drainage structures as necessary. Constraints in the area include wetland impacts in the area around the pedestrian bridge and along Maple Street, crossing the UPRR tracks and old Highway 275. The project will be constructed within existing right-of-way whenever possible, but will also require right of way acquisition. The project will require detour routing for the reconstruction of a roadway culvert pipe.

Ehrhart Griffin & Associates(Consultant) shall serve as the agent for Papio-Missouri River Natural Resources District (PMNRD (Client), representing the Client in all matters related to preliminary engineering services for this project, with the exception of NEPA efforts and Right of Way acquisition negotiations with landowners.

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

1. Topographic Survey
2. Preliminary Engineering Design
3. Geotechnical Analysis
4. Public Involvement
5. Project Management and QA/QC
6. Meetings

B. APPLICABLE PUBLICATIONS:

Work shall be done in accordance with the most current version of the following materials. The most current versions of the NDOR materials can be obtained from the NDOR website.

1. LPA Guidelines Manual for Federal-Aid Projects. NDOR, April 2009.
2. The Nebraska Department of Roads Standard Specifications for Highway Construction.

C. CLIENT SHALL PROVIDE:

1. Provide as-built or design plans of the existing and adjacent roadways (if available).
2. Any drainage studies completed in the area.
3. Electronic files of current aerial photographs (if available).
4. Existing cadastral maps, plat maps, electronic right-of-way files of the project area (if available).
5. Provide location for and advertise for public meetings.
6. Names of known utilities, addresses and permits listing use and occupancy permit data along the project.
7. Traffic count information for public crossings (if available).
8. Crash history for study corridor.
9. NEPA conclusions
10. Title Searches.

D. CONSULTANT SHALL PROVIDE:

1. Categorical Exclusion Document and Resource Reviews. The Consultant will provide technical support assistance as necessary to the Owner's NEPA Consultant to provide technical information necessary to complete the CE process. Tasks will include, but not be limited to:
 - furnishing all design drawings in an ACAD format
 - providing copies of all previously obtained permits, approvals and concurrences
 - providing technical data sheets as requested
2. Topographic Survey. The topographic survey will be completed for the project corridor in accordance with current NDOR survey specifications.

- 2.1 Survey Limits. The original survey was performed in 2004. The consultant will collect topographic survey as necessary to supplement or update original survey as determined during the design effort.
- 2.2 Base Map Preparation. Consultant will create the base maps using the topographic survey data.
- 2.3 Horizontal and Vertical Control. The consultant will establish control points along the project corridor at regular intervals and provide control point ties to topographic features of permanent nature.
 - Horizontal control points will be established and referenced to existing section corners and lot pins. The control points will be permanent in nature and tied to Nebraska State Plane Coordinate system.
 - Vertical control points will be established and referenced to USGS NAVD88 datum. There will be a minimum of three permanent benchmarks established with additional temporary benchmarks set along the project corridor at intervals not to exceed 300 feet.
- 2.4 Section Corners and Property Pins. The consultant will locate necessary section corners, quarter-section corners, and property corners for use in drafting existing right-of-way and property lines.
- 2.5 Existing Utilities. The consultant will call in a One-Call utility locate ticket. Utilities will be shown based on visible, above ground, evidence in the field and utility locator's markings.
3. Preliminary Engineering. This task includes completing the preliminary design for the project.
 - 3.1 Data Collection and Review. For gathering, reviewing and organizing data for the project.
 - 3.2 Note Reduction/Preliminary Plotting. This task will include the effort for gathering data to create the existing topography file to use for preliminary design.
 - 3.3 Traffic Analysis. Due to the fact that this project is a recreational trail, any Traffic Analysis efforts are **excluded** from this scope of services.
 - 3.4 Roadway Horizontal Alignment. This task includes the design and drafting of the horizontal alignment(s) and/or adjustment of alignment(s).
 - 3.5 Roadway Vertical Alignment. This task includes the design and drafting of the vertical alignment(s) and/or adjustment of vertical alignment(s).
 - 3.6 Template Roadway Cross-Sections. Develop the templates necessary to process cross sections.
 - 3.7 Earthwork. Process the earthwork for each alignment, including any driveways, and any other cause for earthwork.
 - 3.8 Roadway Geometric Design. This task includes the geometric design of all trail alignments, intersections, driveways, etc., which includes setting up all the geometric sheets for the project and labeling. Labeling the geometric points with Station and Offsets will not be completed in this phase.
 - 3.9 Drainage Design. This task includes the preparation of a drainage map outlining all drainage areas and completion of the following for each area:
 - 3.9.1 Compute area size and Q.
 - 3.9.2 Determine allowable H.W.
 - 3.9.3 Size culvert and compute H.W.
 - 3.9.4 Using design cross sections, determine rough length of culvert.
 - 3.9.5 For each culvert, show the Station, D.A., Q, H.W., Size and Length

- 3.10 Storm Sewer Design. This task includes the effort to complete the preliminary storm sewer design and draft the appropriate storm sewer plan data on the Construction sheets and storm sewer profiles on the Plan and Profile sheets respectively. The consultant will follow NDOR's Drainage Design & Erosion Control Manual.
- 3.11 Street Lighting Design. This pedestrian trail will not be lighted, therefore any street lighting tasks are **excluded** from this scope of services.
- 3.12 Construction and Removal. Development of separate Removal plan sheets and Construction plan sheets with appropriate notes detailing construction and removal items not specifically identified elsewhere in the this scope.
- 3.13 Limits of Construction. The Consultant will define and draft the limits of construction on the plan sheets. These limits will be used to determine environmental impacts.
- 3.14 Utility Coordination / Verification. The Consultant will draft utilities on the plans that weren't included in the preliminary plotting and for limited coordination with the utilities to verify the location and type of utility. In addition, the Consultant will coordinate and schedule a Utilities meeting to identify and work through potential conflicts identified in the preliminary plans.
- 3.15 Construction Phasing. The Consultant will prepare plans showing construction phasing, temporary construction, and completed construction. A preliminary Construction Phasing Strip Map will be created for the Public Information Meeting.
- 3.16 Aerial / Wetland Plan. The Consultant will prepare aerial photo sheets showing any delineated wetlands, impacted wetlands and/or channels, and mitigation sites, if applicable.
- 3.17 Quantities/Estimates. Develop and tabulate all of the preliminary quantities. Quantities will be submitted to the Client for each submittal, including the Plan-in-Hand and Functional Plans, using NDOR standard bid items and NDOR quantities forms. Estimates of probable cost will be prepared by the Consultant using recent bid tabulations and other information.
- 3.18 Typical Sections. This includes design and drafting the typical sections.
- 3.19 Plan-In-Hand Meeting/Report. Schedule and attend a plan-in-hand meeting with the key stakeholders to review the thirty (30) percent roadway design plans. The Consultant will prepare and submit a Plan-in-Hand report within two (2) weeks of the meeting summarizing the findings and decisions made regarding the project design.
- 3.20 Right-of-Way Design. The following tasks will be completed to establish the existing Right-of-Way and to design the proposed Right-of-Way.
 - 3.20.1 Existing Right-of-Way Base. This task involves collecting the Plat drawings, reviewing property titles, reviewing survey data, and other necessary information to establish the existing Right-of-Way, including easements, for the properties abutting the project. The Client will provide the Consultant with the title information for the properties requested.
 - 3.20.2 Proposed Right-of-Way. The Consultant will determine the easements (temporary and permanent) and right-of-way required to construct the project. It is estimated that there will be up to 10 tracts associated with this project.
 - 3.20.3 Right-of-Way Strip Map. The Consultant will prepare right-of-way plan sheets to include in the plan set. The sheets will include existing property lines and all proposed right-of-way associated

with this project. Preliminary right-of-way ownerships, easements and takings will also be tabulated and shown on the sheets.

3.21 Other.

- 3.21.1 Provide coordination with Union Pacific Railroad and assist the owner in submitting all permits necessary to construct a trail bridge over the Union Pacific Railroad tracks.
- 3.21.2 Provide coordination with the City of Valley City Engineer and City Mayor in the design of any public improvements within the City limits.
- 3.21.3 Provide a design for a solar powered signalized pedestrian crossing on Center Street.
- 3.21.4 Provide technical support and attend meetings with stakeholders to discuss impacts of the trail project on their land.

4. Geotechnical Analysis. The Consultant shall conduct geotechnical exploration through the advancement of soil borings, testing of samples in the field and in the laboratory, and analyses of the soil conditions encountered to determine recommendations for roadway subgrade preparation and pavement design.

Soil will be tested as follows:

- Borings as necessary for the design of the retaining wall and bridge piers for the pedestrian bridge crossing the UPRR tracks and the old Highway 275.
- Representative soils borings on YMCA property and on the 3M property.

4.1 Project Preparation

- 4.1.1 Prior to drilling the soil borings, locations will be staked.
- 4.1.2 Area underground utility service representatives will be contacted through the Diggers Hotline system to mark area public utilities in order to remove conflicts between drilling and utilities in accordance with State law.
- 4.1.3 Site characteristics will also be noted and the boring location adjusted to fit the site characteristics.

4.2 Soil Borings

- 4.2.1 Soil sample boring will be obtained using a truck-mounted drilling and sampling rig. Consultant will obtain 10 soil samples.
- 4.2.2 Undisturbed samples of cohesive soil will be obtained using a thin-walled sampler tube in accordance with ASTM D1587, Standard Method for Thin-Walled Tube Sampling of Soils.
- 4.2.3 If encountered, sand or other granular soils will be retrieved with a split-barrel sampler. Standard Penetration Test (SPT) measurements will be made during the retrieval of each split-barrel sample in accordance with ASTM D1586, Standard Method for Penetration Test and Split-Barrel Sampling of Soils to determine the relative density of the granular materials.
- 4.2.4 Field logs of the soil types and characteristics encountered at the boring location will be recorded in the field.
- 4.2.5 Groundwater levels, if encountered within the boring depths, will be recorded at the time of drilling and after 24 hours.
- 4.2.6 The borings will be filled. Extra soil will be removed from the drill locations.

4.3 Field Log Recording, containing the following:

- 4.3.1 Thicknesses of existing fill or other disturbed soil layers will be recorded on the boring logs in the field, where encountered.
- 4.3.2 Approximate locations of changes in soil type with depth.
- 4.3.3 Groundwater levels when encountered during drilling.
- 4.3.4 Identification of the subsurface materials described in accordance

- with ASTM D2488, Standard Practice for Description and Identification of Soils (Visual-Manual Procedure).
- 4.3.5 And other site conditions that may affect the engineering recommendations.

4.4 Laboratory Testing of Recovered Samples

- 4.2.4 Measurements of in-place moisture content, density, shear strength, unconfined compressive strength, and soil classification will be conducted on selected clayey samples. Moisture content of selected sand samples will be measured. Consolidation potential will be measured from select samples.
- 4.2.5 Laboratory tests will be completed in accordance with ASTM procedures.

4.5 Analysis of the Test Data

- 4.5.1 Potential effects of the area groundwater level.
- 4.5.2 Roadway subgrade preparation recommendations and support parameters

4.6 Report containing the following:

- 4.6.1 Description of site soil conditions.
- 4.6.2 Frost depth requirements for the pavement structures.
- 4.6.3 Analysis of soil to ascertain presence of potentially expansive soils.
- 4.6.4 Analyses of consolidation potential and recommendations for minimizing consolidation after construction.
- 4.6.5 Recommended types of fill and backfill soil materials and compaction requirements for support of structures and pavements.
- 4.6.6 Remedial site subsoil repair actions in the case that weak or otherwise unsuitable soils are found, if necessary.
- 4.6.7 Evaluation of soil or other materials requiring excavation or replacement and methods of removal.
- 4.6.8 Erosion control recommendations.
- 4.6.9 Pavement Determination Form.

5. Public Involvement

- 5.1 Public Information Meeting. If required by FHWA or NDOR, Consultant will assist the Client in conducting a Public Information Meeting (PIM). Prior to the meeting Consultant will work with the Client to develop a Public Involvement Plan to address public notifications, develop a database of project stakeholders and plan for the PIM, one-on-one meetings, or agency meetings that might be necessary. The Client will handle inviting the property owners and other stakeholders, advertising for the meeting, and securing a suitable location for the meeting.

Consultant will prepare materials for the PIM consisting of (1) aerials with proposed alternatives and potential impacts; (2) Fact Sheet suitable for a mailer or handout at the PIM; and (3) Comment Form. The Fact Sheet will include the project purpose and need, summary of the project design criteria, features and relevant facts, as well as a project map, and detour map, if needed.

Consultant representatives will attend the meetings and be available to address questions on environmental issues. Consultant will also take notes summarizing the general comments, and review written comments. A summary document of the public comments will be prepared. For those comments requesting/warranting a response, written responses will be drafted for NDOR review and approval prior to mailing by the Client.

- 5.2 Postal Outreach. If required by FHWA or NDOR, Consultant will follow NDOR guidance and conduct postal outreach consisting of letters to landowners and other stakeholders to notify them of the project and to request their comments. Comments will be summarized and attached to

the NEPA document. Consultant will prepare responses to written comments for NDOR review and approval.

5.3 Other. (Additional project specific tasks may be added here).

6. Project Management and QC.

6.1 Project Management. This task includes activities to initiate and monitor project schedules, workload assignments and internal cost controls throughout the project. Also included are efforts to prepare and process invoices and monthly progress reports; prepare project correspondence with the Client and NDOR; and maintain project records.

6.2 Quality Assurance/Quality Control. The Consultant will perform QA/QC checks at various stages of the study including prior to any official submittal.

6.3 Final Deliverables. Consultant will prepare final deliverables and submit to the Client and NDOR the electronic files and hard copies of all materials.

6.4 Other.

7. Project Meetings.

7.1 Progress Meetings. Project staff will meet with the Client and/or NDOR for 3 progress meetings, and prepare minutes of the meetings. Schedule to be determined at time this contract commences.

7.2 Plan-In-Hand Meeting/Report. The Consultant will schedule and attend a plan-in-hand meeting with the key stakeholders to review the thirty (30) percent roadway design plans.

7.3 Other.

E. DELIVERABLES:

1. Monthly Invoices and Progress Reports
2. Meeting Minutes
3. Approved railroad crossing permit from Union Pacific Railroad
4. Public Information Meeting Exhibits, Fact Sheet, Comment Sheet
5. Summary of Public Comments, and responses to written comments
6. Preliminary Engineering Design Plans
7. Hard copies of all materials and final electronic files
8. Other

F. PROJECT INFORMATION FORMAT

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

G. SCHEDULE

1. Notice to Proceed:
2. Public Information Meeting:
3. Plan-in-Hand:
4. Completion Date for NEPA Materials:
5. PS&E:
6. Project Letting:

NEPA Categorical Exclusion and Preliminary Engineering Project Cost

Project Name: **West Douglas County Trail - Phase 1**
 Project Number: **DPU-28(87)**
 Control Number: **22227**
 Location (City, County): **Douglas County**
 Firm Name: **Ehrhart Griffin**
 Consultant Project Manager: **Dan Dolezal**
 Phone/Email: **402-551-0631 / ddolezal@ehrhartgriffin.com**
 LPA Responsible Charge: **Gerry Bowen**
 Phone/Email: **402-315-1704 / gbowen@pacionrd.org**
 NDOR Project Coordinator: **Deana McKinstry**
 Phone/Email: **402-476-7331 / dmckinstry@sinclairhillie.com**
 Date: **October 30, 2012**



Direct Labor Costs:			
Personnel Classification	Hours	Rate	Amount
Principal		\$50.48	
Project Manager	154	\$36.06	\$5,553.24
Design Engineer I	12	\$34.38	\$412.56
Design Engineer II		\$23.65	
Engineer Technician	166	\$21.88	\$3,632.08
Land Surveyor	44	\$27.10	\$1,192.40
Survey Technician	35	\$19.75	\$691.25
Clerical		\$27.10	
Survey Project Manager		\$27.10	
TOTALS	411		\$11,481.53

Direct Expenses:		Amount
Subconsultants		\$120,242.09
Printing and Reproduction Costs		\$3,000.00
Mileage/Travel		\$1,000.00
Lodging/ Meals		
Other Miscellaneous Costs		
TOTALS		\$124,242.09

Total Project Costs:		Amount
Direct Labor Costs		\$11,481.53
Overhead @ 175.00%		\$20,092.68
Total Labor Costs		\$31,574.21
Fixed Fee @ 12% 12.00%		\$3,788.91
Direct Expenses		\$124,242.09
PROJECT COST		\$159,605.21

NEPA Categorical Exclusion and Preliminary Engineering Consultant Estimate of Hours

Project Name: West Douglas County Trail - Phase 1
 Project Number: DPU-28(87)
 Control Number: 22227
 Location (City, County): Douglas County
 Firm Name: Ehrhart Griffin
 Consultant Project Manager: Dan Dolezal
 Phone/Email: 402-551-0631 / ddolezal@ehrhartgriffin.com
 LPA Responsible Charge: Gerry Bowen
 Phone/Email: 402-315-1704 / gbowen@pacionrd.org
 NDOR Project Coordinator: Deana McKinstry
 Phone/Email: 402-476-7331 / dmckinstry@sinclairhille.com
 Date: October 30, 2012



TASKS	PERSONNEL CLASSIFICATIONS**											Total
	PR	PM	DE1	DE2	ET	LS	ST	CL	SPM			
For Engineering Services:												
1. Categorical Exclusion Document and Resource Reviews												
1.1 Technical Assistance as necessary to NEPA Consultant		20			30					x	x	50
2. Topographic Survey												
2.1 Survey Limits						32	32			x	x	64
2.2 Base Map Preparation					4					x	x	4
2.3 Horizontal and Vertical Control										x	x	
2.4 Section Corners and Property Pins						3	3			x	x	6
2.5 Existing Utilities										x	x	
3. Preliminary Engineering												
3.1 Data Collection and Review										x	x	
3.2 Note Reduction/Preliminary Plotting		2			4					x	x	6
3.3 Roadway Horizontal Alignment		1			4					x	x	5
3.4 Roadway Vertical Alignment										x	x	
3.5 Template Roadway Cross-Sections										x	x	
3.6 Earthwork					2					x	x	2
3.7 Roadway Geometric Design		3			4					x	x	7
3.8 Drainage Design												
3.8.1 Compute area size and Q.										x	x	
3.8.2 Determine allowable H.W.										x	x	
3.8.3 Size culvert and compute H.W.		3			6					x	x	9
3.8.4 Using design cross sections, determine length of culvert.		3			6					x	x	9
3.8.5 For each culvert, show the Station, D.A., Q, H.W., and Size		3			6					x	x	9

Project Name:	West Douglas County Trail - Phase 1
Project Number:	DPU-28(87)
Control Number:	22227
Location (City, County):	Douglas County
Firm Name:	Ehrhart Griffin
Consultant Project Manager:	Dan Dolezal
Phone/Email:	402-551-0631 / ddolezal@ehrhartgriffin.com
LPA Responsible Charge:	Gerry Bowen
Phone/Email:	402-315-1704 / gbowen@papionrd.org
NDOR Project Coordinator:	Deana McKinstry
Phone/Email:	402-476-7331 / dmckinstry@slncirahille.com
Date:	October 30, 2012



ehrhart
griffin
& associates

Labor Costs:		Hours	Blended Rate	Amount
Code	Classification Title			
PR	Principal		\$50.48	
PM	Project Manager	154	\$36.06	\$5,553.24
DE1	Design Engineer I	12	\$34.38	\$412.56
DE2	Design Engineer II		\$23.65	
ET	Engineer Technician	166	\$21.88	\$3,632.08
LS	Land Surveyor	44	\$27.10	\$1,192.40
ST	Survey Technician	35	\$19.75	\$691.25
CL	Clerical		\$27.10	
SPM	Survey Project Manager		\$27.10	
TOTALS		411		\$11,481.53

Overhead Rate: 175.00% Fixed Fee: 12.00%

CLASSIFICATIONS:

PR = Principal
PM = Project Manager
DE1 = Design Engineer I
CL = Clerical

DE2 = Design Engineer II
ET = Engineer Technician
LS = Land Surveyor
ST = Survey Technician

SPM = Survey Project Manage
UD2 = User Defined 2
UD3 = User Defined 3

Blended Rates Worksheet

STAFFING PLAN			
EMPLOYEE NAME	CLASSIFICATION ¹	SALARY RATE	% ASSIGNED ²
Principal			
Bob Griffin		\$50.48	100.0%
		Blended Rate:	\$50.48
Project Manager			
Dan Dolezal		\$36.06	100.0%
		Blended Rate:	\$36.06
Design Engineer I			
Terry Morrison		\$34.38	100.0%
		Blended Rate:	\$34.38
Design Engineer II			
Traci Sueper		\$23.65	100.0%
		Blended Rate:	\$23.65
Engineer Technician			
Susie Wick		\$21.88	100.0%
		Blended Rate:	\$21.88
Land Surveyor			
Shane Baker		\$27.10	100.0%
		Blended Rate:	\$27.10
Survey Technician			
TBD		\$19.75	100.0%
		Blended Rate:	\$19.75
Clerical			
Cindy Vacanti		\$27.10	100.0%
		Blended Rate:	\$27.10
Survey Project Manager			
Larry Van Fleet		\$27.10	100.0%
		Blended Rate:	\$27.10

¹ Input actual employee classification as designated by firm.

Consultant/Temporary Personnel must equal 100% for each personnel classification category. If one person in classification, list them as 100% for "Labor Rate".

NEPA Categorical Exclusion and Preliminary Engineering Direct Expenses

Project Name: **West Douglas County Trail - Phase 1**
 Project Number: **DPU-28(87)**
 Control Number: **22227**
 Location (City, County): **Douglas County**
 Firm Name: **Ehrhart Griffin**
 Consultant Project Manager: **Dan Dolezal**
 Phone/Email: **402-551-0631 / ddolezal@ehrhartgriffin.com**
 LPA Responsible Charge: **Gerry Bowen**
 Phone/Email: **402-315-1704 / gbowen@papiionrd.org**
 NDOR Project Coordinator: **Deana McKinstry**
 Phone/Email: **402-476-7331 / dmckinstry@sinclairhille.com**
 Date: **October 30, 2012**



Subconsultants:	Quantity	Unit Cost	Amount
E & A Consulting Group (Structural Engineer)			\$81,802.09
RDG Planning and Design (Landscape and Signage)			\$28,615.00
Thiele Geotech			\$9,825.00
Subtotal			\$120,242.09

Printing and Reproduction:	Quantity	Unit Cost	Amount
			\$3,000.00
Subtotal			\$3,000.00

Mileage/Travel:	Quantity	Unit Cost	Amount
			\$1,000.00
Subtotal			\$1,000.00

Lodging/Meals:	Quantity	Unit Cost	Amount
Subtotal			

Other Miscellaneous Costs:	Quantity	Unit Cost	Amount
Subtotal			
TOTAL DIRECT EXPENSES			\$124,242.09

2011 Standard Rates*			
Type	Rate		
Company Automobile	Prevailing standard rate as established by the IRS, currently \$0.51 /mi		
Survey Vehicle	Prevailing standard rate as established by the IRS, currently \$0.535 /mi		
Black and White Copies	Actual reasonable cost		
Color Copies	Actual reasonable cost		
Miscellaneous Postage, Mailing, Deliveries Etc.	Actual reasonable cost		
Equipment	Actual reasonable cost		
Privately Owned Vehicle	Actual reimbursement amount to employee, not to exceed rates for company vehicles outlined above		
Automobile Rental	Actual reasonable cost		
Air fare	Actual reasonable cost, giving the State all discounts		
Lodging	Actual cost, (excluding taxes & fees), not to exceed federal GSA reimbursement guidelines, not to exceed \$77 per person daily statewide; not to exceed \$104 in Omaha/Douglas County.		
Meals	Actual cost, not to exceed federal GSA reimbursement guidelines, currently:		
	Statewide	Omaha/Douglas County	
Breakfast	\$7.00	\$10.00	
Lunch	\$11.00	\$15.00	
Dinner	\$23.00	\$31.00	
Incidentals	\$5.00	\$5.00	
Totals	\$46.00	\$61.00	

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

NEPA Categorical Exclusion and Preliminary Engineering Cost by Task

Project Name: **West Douglas County Trail - Phase 1**
 Project Number: **DPU-28(87)**
 Control Number: **22227**
 Location (City, County): **Douglas County**
 Firm Name: **Ehrhart Griffin**
 Consultant Project Manager: **Dan Dolezal**
 Phone/Email: **402-551-0631 / ddolezal@ehrhartgriffin.com**
 LPA Responsible Charge: **Gerry Bowen**
 Phone/Email: **402-315-1704 / gbowen@papiomrd.org**
 NDOR Project Coordinator: **Deana McKinstry**
 Phone/Email: **402-476-7331 / dmckinstry@sinclairhille.com**
 Date: **October 30, 2012**



Tasks	Total Hours	Direct Labor Cost	Overhead 175.00%	Fixed Fee 12.00%	Total Project Cost
For Engineering Services:					
1. Categorical Exclusion Document and Resource Reviews	50	\$1,377.60	\$2,410.80	\$454.61	\$4,243.01
2. Topographic Survey	74	\$1,727.27	\$3,022.72	\$570.00	\$5,319.99
3. Preliminary Engineering	105	\$2,741.42	\$4,797.49	\$904.67	\$8,443.58
4. Geotechnical Analysis	2	\$72.12	\$126.21	\$23.80	\$222.13
5. Public Involvement	4	\$144.24	\$252.42	\$47.60	\$444.26
6. Project Management and QC	42	\$1,154.04	\$2,019.57	\$380.83	\$3,554.44
7. Progress Meetings	16	\$576.96	\$1,009.68	\$190.40	\$1,777.04
Direct Expenses					\$124,242.09
TOTAL	293	\$7,793.65	\$13,638.89	\$2,571.91	\$148,246.54



Engineering Answers

E & A CONSULTING GROUP, INC.

PLANNING • ENGINEERING • ENVIRONMENTAL & FIELD SERVICES

330 NORTH 117TH STREET
OMAHA, NE 68154-2509

www.eacg.com

PHONE: 402.895.4700
FAX: 402.895.3599

October 8, 2012

Mr. Dan Dolezal, P.E.
Project Manager
Ehrhart Griffin & Associates, Inc.
3552 Farnam St.
Omaha, NE 68131

Re: Professional Engineering Services Proposal
West Douglas County Trail Project, Phase I
PMR NRD Project No. DPU-28(87), Control No. 22227
EGA Project No. 041422E
E&A Project No. M2006.267.002

Dear Mr. Dolezal:

E&A is pleased to present you with this proposal to provide structural engineering services on the referenced project.

Our proposal is based on concepts developed by your office and included in your plan set dated July 2010. The plan set is preliminary/conceptual in nature and includes the following sheets: no. 1, nos. 2T1 and 2T2, nos. 2L1 thru 2L5, and nos. X1 thru X9 for a total of seventeen sheets. As such, our services will include the following:

1. Review and interaction with the geotechnical consultant regarding recommendations for the design and construction of the project's main structural elements – a pedestrian bridge and an at-grade service structure beneath the approach embankment directly east of old Hwy. 275.
2. Participation at a Public Hearing, participation at a project initiation (kick-off) meeting, and participation at both a preliminary design meeting and at a final design meeting.
3. Preliminary and final design, including quantities and estimated construction costs, of a pedestrian overpass structure. It is anticipated and currently budgeted to be a 400' long prefabricated truss-type superstructure with a 12' horizontal clearance and a 9' vertical clearance. Preference will be given a superstructure type that emphasizes form (i.e. a arched top chord) and an appealing substructure (i.e. integral, architecturally-formed pilasters that project above truss bearing elevations upward to no less than the height of the truss top chord).
4. Preliminary and final design, including quantities and estimated construction costs, of an at-grade crossing beneath the eastern approach embankment to provide access to YMCA land north of the embankment. The structure is currently projected to be

Exhibit "B"
Page 6 of 15
Sub E&A Consulting

October 8, 2012
Mr. Dan Dolezal
Page 2

cast-in-place concrete box culvert structure with a 10' horizontal clearance and a 9' vertical clearance and will be in the range of 80' long.

5. Consultation throughout the design phase particularly in regards to structural issues.

We propose to provide the aforementioned services on an hourly basis with a not-to-exceed limit of \$81,802.09. Our terms and conditions are included in the attached appendix "A". We have also attached appendix "B", liability insurance; appendix "C", staffing plan; appendix "D", detailed work plan, and appendix "E", fee summary. All of the attached appendices are part of this proposal and will collectively serve as our agreement to provide professional services once this proposal is signed by an authorized representative of your firm.

E&A carries professional liability insurance and will provide your office a certificate upon request.

Additionally, please note that services that are out of scope will be immediately brought to your attention as soon after discovery as possible. We will not proceed with out of scope services until mutually agreeable fees are established and the agreement has been modified to suit all parties.

If this proposal is acceptable, please have an authorized representative of your firm sign below. This signed document will serve as an agreement between our firms on this project and our receipt of the executed document will serve as our authorization to proceed with professional services, as specifically noted herein.

We look forward to working with you and your staff on this project and are prepared to begin work immediately after receiving this signed agreement.

Should you have any questions or comments, please feel free to contact me. I'm prepared to provide you with *Engineering Answers* on this project.

Sincerely,
E & A CONSULTING GROUP, INC.



Joseph A. Ficenec, P.E.
Manager of Structural Engineering

Attachments: Appendices A, B, C, D & E

E & A CONSULTING GROUP, INC.

Planning • Engineering • Environmental & Field Services

330 North 117th Street • Omaha, NE 68154-2509

www.escg.com

Phone: 402.895.4700 • Fax: 402.895.3599

Exhibit "B"
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Sub E&A Consulting

Appendix "C" Staffing Plan

Consultant: E&A Consulting Group, Inc.
 Project No.: PMR NRD dPU-28(87)
 Control No.: 22227
 Project Name: West Douglas County Trail, Phase I

Employee Classification	Name	Actual Rate	*Average Rate
Principal (PR)	Jeff Elliott	\$55.97	
Project Manager (PM)	Joe Ficenec	\$44.02	
Professional Engineer (PE)	Joe Ficenec	\$44.02	\$41.70
	Jim Kohout	\$37.00	
Technician (Tech)	Terry Lempka	\$30.00	
Clerical	Leslie Pierce	\$17.58	

*Used when there is more than one employee in the same classification.

Note:

Professional Engineer (PE)

Joe Ficenec is estimated to complete 67% and Jim Kohout to complete 33% of the project duties as described on the detailed work plan: $\$44.02 \times 0.67 + \$37.00 \times 0.33 = \$41.70$

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Exhibit "B"

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Sub E&A Consulting

Appendix "D" Detailed Work Plan

Project Name: West Douglas County Trail, Phase I
 Project No.: PMR NRD DPU-28(87)
 Control No.: 22227
 Date: October 8, 2012
 E&A Project Manager/Phone/Email: Joe Ficene/402.895.4700/jficene@eacg.com

Task	PR	PM	PE	Tech	Clerical
1. Project Management					
1.1 Kick-Off Meeting	2	2			
1.2 Progress Meetings		4			
1.3 Coordination w/ Design Team		12	6	2	
1.4 Technical Correspondence	1	6			2
1.5 Quality Assurance/Quality Control	1	16			
2. Public Meetings					
2.1 Preparation inc. Dry Run	2	2			
2.2 Meeting	4	4			
2.3 Response to Comments		4			
3. Bridge Design					
3.1 Notes, Quantities & Index			14	4	
3.2 General Plan & Elevation			16	24	
3.3 Geological Profile and Pile Layout			20	16	
3.4 Abutment Plan, Elevation & Details			48	28	
3.5 Pier Plan, Elevation & Details			54	32	
3.6 Superstructure Layout inc. Section/s			16	28	
3.7 Superstructure Details			24	20	
3.8 MSE Wall Layout & Elevations			16	24	
3.9 Fencing/Barrier Layout, Sections & Details			16	20	
3.10 Bill of Bars			48	12	
4.0 Culvert Design					
4.1 General Plan & Section/s (inc. notes, quantities and index)			38	20	
4.2 Wingwall Plan, Section/s, & Elevations (inc. notes & quantities)			30	24	
4.3 Bill of Bars			32	8	
5.0 Miscellaneous					
5.1 Submittals		4		4	2
5.2 Cost Estimates		12			
5.3 Special Provisions		8			
5.4 Quality Control	2	2			2
Total Hours	12	76	378	268	6

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 Sub E&A Consulting

Appendix "E" Fee Summary

Project Name: West Douglas County Trail, Phase I
 Project No.: PMR NRD DPU-28(87)
 Control No.: 22227
 Date: October 8, 2012
 E&A Project Manager/Phone/Email: Joe Ficene/402.895.4700/jficene@eacg.com

Direct Salary Costs:

Principal (PR)	12 hrs. @ \$55.97/hr. =	\$671.64
Project Manager (PM)	76 hrs. @ \$44.02/hr. =	\$3,345.52
Professional Engineer (PE)	378 hrs. @ \$41.70/hr. =	\$15,762.60
Technician (Tech)	266 hrs. @ \$30.00/hr. =	\$7,980.00
Clerical	6 hrs. @ \$17.58/hr. =	\$105.48

Direct Salary Costs = \$27,865.24

Overhead Costs (1.6211 x direct salary costs) = \$45,172.34

Direct Salary + Overhead Costs = \$73,037.58

Profit (0.12 x total of direct salary costs and overhead costs) = \$8,764.51

Total Salary Costs (including overhead and profit) = \$81,802.09

TOTAL FEE, PHASE I SERVICES = \$81,802.09

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Exhibit "B"

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Sub E&A Consulting



Scope of Services
Western Douglas County Trail
28352.00
Douglas County, Nebraska
October 30th, 2012

This scope of services has been developed to assist with the Design Development, and Construction Documentation related to Site Landscape Architectural Services for the Western Douglas County Trail project located in Douglas County, NE.

Design Development

The design development phase will proceed with the approved schematic design. The work of this phase is to develop design plans, develop design details, and refine the construction cost opinion.

During this project phase, RDG will:

1. Prepare design development plans for the area of construction using the topographic survey prepared by the civil engineer. These plans will be developed as 80% complete construction documents, wherein construction materials will be identified, the extents of construction will be identified, primary dimensions of elements will be provided, and associated materials will be described.
 - a. Develop signage plan – YMCA to Valley, Nebraska trail segment.
 - b. Develop seeding plan – YMCA to Valley, Nebraska trail segment.
 - c. Tree planting plans – Waterloo, Nebraska to Valley, Nebraska and YMCA to Valley, Nebraska trail segments.
2. Prepare an outline of technical specifications
3. Review design development plans with the Western Douglas County trail project team.
4. Prepare a design development phase opinion of probable costs

Construction Documents

The construction document phase will proceed with approved design development plans. The work of this phase is to prepare final construction documents which will include plan drawings, construction details, technical specifications, and a final opinion of probable construction cost.

During this project phase, RDG will:

1. Prepare construction plan drawings and construction details. Drawings will be prepared as AutoCAD drawings, which may be converted to a variety of other image formats. Hard copy and digital copy will be provided.
 - a. Revisit and complete construction documents for the Waterloo, Nebraska to Valley, Nebraska trail segment.
 - b. Develop signage plan to 95% construction documents for the YMCA to Valley, Nebraska trail segment.

- c. Develop seeding plan to 95% construction documents for the YMCA to Valley, Nebraska trail segment.
- d. Develop tree planting plan to 95% construction documents for both trail segments.
2. Prepare technical sections of specifications for work generally described in the Construction Specification Institutes' format.
3. Review and assist with the preparation of a final opinion of probable construction cost.
4. Finalize site details.
5. Review 95% complete construction documents with the Western Douglas County Trail project team.
6. Complete 100% construction documents.

Fee for Services

RDG proposes to provide the above services for a phased fixed fee as follows:

Design Development	\$16,956
Construction Documents	\$11,669
=====	
Total fee	\$28,615.00

Should the project expand, fees and scope will be adjusted accordingly.

Project Schedule

RDG proposes to provide the above services within the project schedule defined by Ehrhart Griffin and Associates.

Scope Exclusions

Excluded from this scope of services is the following:

1. Bidding Assistance.
2. Construction Administration.
3. LEED Documentation Services
4. Land Surveying Services
5. Platting or replatting efforts of the subject property, dedication of public right-of-way and/or release of easements.
6. Rezoning and/or zoning waivers deemed necessary by the Planning Department
7. Traffic impact study
8. Public utility extensions, including sewer systems.
9. Permit Coordination

10. Application/permit fees. The Architect or owner will pay for all application/permit fees in the form of a check given to the A/E prior to submittal to the governing agency.
11. Geotechnical Services.
12. Retaining Wall Structural Design provisions are not included in this contract. Should retaining walls be needed, the A/E will show the proposed location and pertinent elevations on their drawings. The selected Contractor will be required to provide shop drawings signed and sealed by an Engineer registered in the State of Nebraska for review prior to commencement of construction.
13. Mechanical, Electrical and Structural Engineering for site items are not included in the above scope. Coordination with the Owners Engineers is included.

**Geotechnical Exploration Proposal
Valley Pedestrian Trail
Valley, Nebraska
August 14, 2012**

Thiele Geotech, Inc. is pleased to submit our proposal for geotechnical exploration related to the proposed Valley Pedestrian Trail. The following sections detail our understanding of the project, our proposed scope of services, and the cost of the study. The contract terms are attached in Exhibit A. This proposal will be held open for a period of 45 days from the above date.

PROJECT DESCRIPTION

Our understanding of the project is based upon information provided by Ehrhart Griffin & Associates.

The project consists of new walking trail improvements. The improvements will consist of a new 400 foot long pedestrian bridge and a new 3 to 4 foot tall, 200 foot long retaining wall. The pedestrian bridge will have a center pier support and two abutment supports.

Based on previous experience in the area, the soils on the site are expected to consist of Platte River alluvium.

SCOPE OF SERVICES

Our proposed geotechnical exploration will consist of test borings to obtain geologic information and samples of the site soils, laboratory tests to determine the relevant engineering properties of the various soil strata, and a report of geotechnical engineering recommendations.

With the anticipated soil conditions, we propose to conduct a total of 5 test borings. The borings will be spaced across the site and at strategic locations, with 3 borings for the pedestrian bridge and 2 borings for the retaining wall. Based on boring depths of 15 to 100 feet, a total drilling footage of up to 330 lineal feet is proposed. The borings will be sampled at intervals of 5 feet or less and a descriptive log of the test borings will be prepared.

Based on the results of the test borings, a laboratory testing program will be established to evaluate the engineering properties of the various soil strata. Laboratory testing may include moisture content and density determinations to characterize the state and uniformity of the deposits, unconfined compression tests to determine shear strength parameters, one-dimensional consolidation tests to evaluate compressibility, and index property tests for classification.

Our report will discuss the general soil and ground water conditions underlying the site; present the relevant engineering properties of the existing soils; provide earthwork and site preparation recommendations; and recommend design criteria and parameters for retaining walls, pavements, bridge support and other earth supported improvements.

The proposed scope of services does not include an evaluation of potential contamination on or near the site. If the environmental condition of the property is a concern, an environmental site assessment can be provided as an additional service.

ESTIMATED COST & SCHEDULE

Based on the indicated work scope, we propose a total lump sum fee of \$9,825 for the geotechnical exploration. The cost breakdown is as follows: \$255 for 15 foot borings (2 proposed), \$1490 for 100 foot borings (3 proposed), \$2,395 for lab testing, and \$2,450 for engineering and report. If additional work is authorized by the client due to unforeseen subsurface conditions or due to a change in scope, additional drilling, testing, and/or engineering will be provided at our normal fee schedule rates or for an agreed lump sum fee.

Approximately 3 weeks from your notice to proceed will be required to complete the study. The schedule is somewhat dependent on weather, site access conditions, and other factors including the actual subsurface conditions identified in the test borings. If this proposed schedule does not meet your project requirements, we would be happy to discuss alternate schedules.

ADDITIONAL SERVICES

Subsequent to completion of the geotechnical exploration report, additional services are often required that are not included in the above estimate. These include consultation with the design team and review of the final plans and specifications. In addition, construction phase quality control testing is an additional service not included in the above estimate. An environmental assessment, if required, can also be performed as an additional service. If we are requested to provide additional services including, but not limited to the above, you will be billed in accordance with our normal fee schedule. We would be happy to provide cost estimates for any additional services at your request.

EXHIBITS

Exhibit A - General Conditions

THIELE GEOTECH, INC.By: Robert K. Lapke

Robert K. Lapke

13478 Chandler Road

Omaha, Nebraska 68138-3716

402/556-2171 Fax 402/556-7831

CLIENT: _____

By: _____ Date: _____

Name: _____

Address: _____

City, State: _____

Phone: _____ Fax: _____

T h i e l e G e o t e c h I n c

Exhibit "B"
Page 15 of 15
Sub Thiele

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

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.

FEES AND PAYMENTS

EXHIBIT "D"

- 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 \$3,788.91 and up to a maximum amount of \$155,816.30 for actual costs as defined in paragraph "H" of this section. The total agreement amount is \$159,605.21. 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-to-Proceed 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) Direct Labor Costs 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) Time records: The hours charged to the project must be supported by adequate time distribution records. The records must clearly indicate the distribution of hours to all activities on a daily basis for the entire pay period, and there must be a system in place to ensure that time charged to each activity is accurate.

(2) Direct Non-Labor Costs: 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:

- 1) The mileage rate which the consultant reimbursed to the person who submitted the claim for POV use, or
- 2) 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>

- 1) 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.
- b) 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:

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

1. Project name/location, project number, control number, service provided, and agreement number.
2. All the work under this agreement has been completed and all required deliverables have been submitted to the LPA,
3. 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.

RESOLUTION

SIGNING OF A PROFESSIONAL SERVICES AGREEMENT – BO1266

Papio-Missouri River NRD

Resolution No. _____

Whereas: Papio-Missouri River NRD is developing a transportation project for which it intends to obtain Federal funds;

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

Whereas: Papio-Missouri River NRD and Ehrhart Griffin & Associates wish to enter into a Professional Services Agreement to provide preliminary engineering services for the Federal-aid project.

Be It Resolved: by the Board of Directors of Papio-Missouri River NRD that:

John Winkler, General Manager of the Papio-Missouri River NRD, is hereby authorized to sign the attached preliminary engineering services agreement between Papio-Missouri River NRD, Nebraska and Ehrhart Griffin & Associates.

NDOR Project Numbers: DPU-28(87), DPU-28(102)

NDOR Control Numbers: 22227, 22227A

NDOR Project Description: West Douglas County Trail, Phase 1 & 2

Adopted this _____ day of _____, 2012 at _____ Nebraska.
(Month) (Year)

The Board of Directors of Papio-Missouri River NRD, Nebraska

Board/Council Member _____

Moved the adoption of said resolution

Member _____ Seconded the Motion

Roll Call: _____ Yes _____ No _____ Abstained _____ Absent

Resolution adopted, signed and billed as adopted

Attest:

Signature