



City of Grand Island

Tuesday, June 25, 2019

Council Session

Item G-9

#2019-198 - Approving Agreement with HDR Engineering, Inc. for the Grand Island Area Metropolitan Planning Organization (GIAMPO) Travel Demand Model and Long Range Transportation Plan

Staff Contact: John Collins, P.E. - Public Works Director

Council Agenda Memo

From: Allan Zafft, MPO Program Manager

Meeting: June 25, 2019

Subject: Approving Agreement with HDR Engineering, Inc. for the Grand Island Area Metropolitan Planning Organization (GIAMPO) Travel Demand Model and Long Range Transportation Plan

Presenter(s): John Collins PE, Public Works Director

Background

In March 2013 the City of Grand Island was designated as an urbanized area with a population over 50,000 thus requiring the metropolitan area to establish a transportation planning process in accordance with Title 23 CFR 450 of the current Federal transportation bill.

A core requirement of the Transportation Planning Process is the development of a multimodal Long Range Transportation Plan, identifying existing and projected deficiencies in the Transportation System within the urbanized area.

A Request for Qualifications (RFQ) for consulting services for the Long Range Transportation Plan was advertised in the Grand Island Independent on January 31, 2019, February 7, 2019, and February 14, 2019. The RFQ was also sent electronically to thirty-four (34) firms by the Engineering Division of the Public Works Department.

Discussion

Five (5) proposals were opened on February 26, 2019 and reviewed and scored, based on the evaluation criteria listed in the RFQ.

The proposal submitted by HDR Engineering, Inc. of Omaha, Nebraska was scored as the best firm to complete the required work. The total negotiated cost for development of the plan is \$299,613.38, with the reimbursable amount being actual costs and not to exceed the negotiated contract amount.

The LPA has earmarked and will place in its fiscal budget sufficient funds to pay all project costs not paid for by Federal funds, such costs are currently estimated to be \$59,922.68, but such costs may increase or decrease due to variations between the estimated and actual project costs and any additional federal participation the MPO can obtain.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the agreement with HDR Engineering, Inc. of Omaha, Nebraska in the amount of \$299,613.38 and authorize the Mayor to sign the agreement.

Sample Motion

Move to approve the resolution.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSALS
FOR
PROFESSIONAL CONSULTING SERVICES FOR UPDATING THE GIAMPO
TRAVEL DEMAND MODEL AND LONG RANGE TRANSPORTATION PLAN,
PROJECT NO. PLG-1(56), STATE CONTROL NO. 00992C**

RFP DUE DATE: February 26, 2019 at 4:00 p.m.
DEPARTMENT: Public Works
PUBLICATION DATE: January 31, 2019; February 7 & 14, 2019
NO. POTENTIAL BIDDERS: 34

PROPOSALS RECEIVED

SRF Consulting Group, Inc.
Omaha, NE

JEO Consulting Group, Inc.
Lincoln, NE

iteris, Inc.
Lincoln, NE

HDR
Omaha, NE

TranSystems
Omaha, NE

cc: John Collins, Public Works Director
Marlan Ferguson, City Administrator
Stacy Nonhof, Purchasing Agent

Catrina DeLosh, PW Admin. Assist.
Patrick Brown, Finance Director
Allan Zafft, MPO Program Manager

P2104

Agreement No.	UK1901
NTP Date	
Agreement Amount	CPFF \$299,613.38

PROFESSIONAL SERVICES AGREEMENT

LPA PROJECTS
PLANNING SERVICES

CITY OF GRAND ISLAND
HDR ENGINEERING, INC.
PROJECT NO. PLG-1(56)
CONTROL NO. 00992C
UPDATING OF GIAMPO TRAVEL DEMAND MODEL AND LONG RANGE
TRANSPORTION PLAN

THIS AGREEMENT is between the City of Grand Island ("LPA") and HDR Engineering, Inc. ("Consultant"), collectively referred to as the "Parties".

WITNESSETH

WHEREAS, State is authorized by state law to assist Nebraska Local Public Agencies, hereinafter referred to as LPA or LPAs, with obtaining and expending federal funds for local transportation projects, and

WHEREAS, State is presently assisting LPAs in the development of Federal-aid LPA transportation projects for local streets, roads and facilities, and

WHEREAS, LPA desires that the services under this Agreement be performed under the designation of Project No. PLG-1(56), and formally authorizes the signing of this Agreement, as evidenced by the Resolution of LPA dated _____ day of _____, 20____, attached as Exhibit "A" and incorporated herein by this reference, and

WHEREAS, LPA used a qualification based selection process to select Consultant to provide Planning Services ("Services") as described herein, and

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

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

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

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

WHEREAS, Consultant should request from LPA or State the contact information for Consultant's primary point of contact for this project, and

WHEREAS, the Parties understand that this Agreement will be posted to a publically accessible database of State agreements pursuant to the requirements Neb. Rev. Stat. § 84-602.04.

PROFESSIONAL SERVICES AGREEMENT

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

SECTION 1. DEFINITIONS

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

“LPA” for this Agreement LPA means City of Grand Island who has jurisdictional responsibility over the transportation facility that will be the subject of this Agreement with Consultant. In this Agreement, LPA may also be used to refer to all Local Public Agencies, collectively. Local Public Agencies include, but are not necessarily limited to; Nebraska Cities, Villages, Counties, Political Subdivisions, Native American Tribes, and other entities or organizations found to be eligible sub recipients of federal funds for transportation projects.

“CONSULTANT” means the firm of HDR Engineering, Inc. and any employees thereof, whose business and mailing address is 1917 S 67th Street, Omaha, NE 68106.

“LPA MANUAL” means the Nebraska Department of Transportation’s 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://dot.nebraska.gov/media/6319/lpa-guidelines.pdf>.

“STATE” means the Nebraska Department of Transportation in Lincoln, Nebraska, its Director, or authorized representative. The State will act as an agent of LPA and will represent the interests of the United States Department of Transportation in the development and construction of such LPA’s project when State is managing the project on behalf of the LPA.

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

SECTION 2. *This section has intentionally been left blank.*

SECTION 3. *This section has intentionally been left blank.*

SECTION 4. NOTICE TO PROCEED AND COMPLETION SCHEDULE

- 4.1 LPA, or State on behalf of LPA, will issue Consultant a written Notice-to-Proceed upon 1) full execution of this Agreement, 2) LPA’s determination, or State’s determination on LPA’s behalf, that federal funding approval has been obtained for the project and 3) State’s concurrence that the form of this Agreement is acceptable for federal funding eligibility. Any work or services performed by Consultant on the project prior to the date specified in the written Notice-to-Proceed will not be eligible for reimbursement.
- 4.2 In the event that prior to the Effective Date of this Agreement, LPA or State, on LPA’s behalf, issue Consultant a Notice-to-Proceed and Consultant began work, State, on LPA’s behalf, will pay for such work in accordance with this Agreement and the Parties are bound by this Agreement as if the work had been completed after the Effective Date of the Agreement.
- 4.3 Consultant shall complete the according to the schedule in attached Exhibit B” and shall complete all Services required under this Agreement in a satisfactory manner by May 31, 2021. Costs incurred by Consultant after the completion date, are not eligible for

reimbursement unless Consultant has received a written extension of time from LPA or State, on LPA's behalf. Extensions of the time to complete the Services must not be construed as an extension to the duration of the agreement.

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

SECTION 5. DURATION OF THIS AGREEMENT (SOW)

- 5.1 Effective Date – This Agreement is effective when executed by the Parties.

- 5.2 Expiration Date – This Agreement expires when the last of the following events is completed: The expiration of the Initial Duration, the expiration of any extension of the Initial Duration, and the waiver or completion of the project financial audit and cost settlement.

- 5.3 Initial Duration – The initial duration of this Agreement will be 2 years beginning on the Effective Date and ending on June 17, 2021.

- 5.4 Extension of the Agreement – LPA, or State on LPA's behalf, may, in its sole discretion, extend the duration of this Agreement in writing, for an additional period of time up to, but not to exceed, one-half of the Initial Duration of the Agreement. LPA, or State on LPA's behalf, will notify Consultant of an extension to this Agreement approximately one month prior to the expiration of the Initial Duration of the Agreement.

- 5.5 Identifying Date – This Agreement may be identified by the date LPA signed the Agreement.

- 5.6 Termination or Suspension – LPA, or State on LPA's behalf, reserves the right to terminate or suspend this Agreement at any time for any of the reasons provided herein.

SECTION 6. SCOPE OF SERVICES

- 6.1 LPA and Consultant understand that the Services provided by Consultant must be completed in accordance with all federal-aid reimbursement requirements and conditions. Consultant shall provide Transportation Planning services under the designation of PLG-1(56), Control Number 00992C. The Scope of Services ("Services") is outlined in Exhibit "B", attached and incorporated herein by this reference.

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

- Consultant was provided with a document describing the detailed proposed Scope of Services for this project
- Consultant made necessary and appropriate proposed additions, deletions, and revisions to the detailed Scope of Services document
- Consultant participated in a review of the proposed Scope of Services, and the proposed revisions, and negotiated the final detailed Scope of Services and Fee Proposal document, as shown in Exhibit "B".

- 6.3 LPA, or State on LPA's behalf, 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.

- 6.4 Any change in the Services will follow the process specified in the *Out of Scope Services and Consultant Work Orders* section in Exhibit "D", attached and incorporated herein by this reference.

SECTION 7. STAFFING PLAN (PE)

- 7.1 Consultant has provided LPA and State with Staffing Plan(s), described in Exhibit "B". The Staffing Plan(s) identifies the employees of Consultant and Subconsultant who are anticipated to provide Services under this Agreement. Consultant understands that LPA and State are relying on key personnel from the Staffing Plan(s) to be primarily responsible for completing the Services under this Agreement. LPA and State consider the Principals, Senior level staff, Project Managers, Team Leaders or other similar classifications, to be the key personnel for the Services provided. Consultant and Subconsultant may make occasional temporary changes to the key personnel. However, any permanent change to Consultant's or Subconsultant's key personnel will require prior written approval from LPA, or State on LPA's behalf.
- 7.2 Personnel who are added to the Staffing Plan as replacements must be persons of comparable training and experience. Personnel added to the Staffing Plan as new personnel and not replacements must be qualified to perform the intended services. Failure on the part of Consultant or Subconsultant 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 Exhibit "D".

SECTION 8. This section has intentionally been left blank.

SECTION 9. NEW EMPLOYEE WORK ELIGIBILITY STATUS

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

PROFESSIONAL SERVICES AGREEMENT

- 9.3 If Consultant is an individual or sole proprietorship, the following applies:
- a. Consultant must complete the United States Citizenship Attestation form and attach it to this Agreement. This form is available on the Department of Transportation's website at <http://dot.nebraska.gov/media/2802/ndot289.pdf>.
 - b. If Consultant indicates on such Attestation form that he or she is a qualified alien, Consultant agrees to provide the US Citizenship and Immigration Services documentation required to verify Consultant lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
 - c. Consultant understands and agrees that lawful presence in the United States is required and Consultant may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb.Rev.Stat. §4-108.

SECTION 10. FEES AND PAYMENTS

- 10.1 Consultant's fee proposal is attached as Exhibit "C" and incorporated herein by this reference.
- 10.2 The general provisions concerning payment under this Agreement are attached as Exhibit "D".

SECTION 11. CONSULTANT'S PERFORMANCE (LPA PE)

11.1 Standard of Performance

Consultant shall complete the Services under this Agreement exercising the degree of skill, care, and diligence consistent with the applicable professional standards recognized by such profession and observed by national firms performing services of the type provided for in this Agreement. Consultant shall complete the Services exercising good and sound professional judgment and practices. Consultant's Services shall conform to applicable licensing requirements, industry standards, statutes, laws, acts, ordinances, and rules and regulations.

11.2 Quality of Service

Consultant agrees to perform all Services hereunder using qualified personnel consistent with good professional practice in the state of the art involved, and that performance of its personnel will reflect their best professional knowledge, skill, and judgment. Consultant agrees to permit LPA, or State on LPA's behalf, access at all times to the work product for purposes of reviewing same and determining that the Services are being performed in accordance with the terms of this Agreement.

11.3 Performance Evaluation

11.3.1 LPA, or State on LPA's behalf, retains the discretion to conduct an evaluation of Consultant's performance at any time. Consultant's performance may be subject to an evaluation in the following performance categories: (1) communication and cooperation; (2) quality; (3) recordkeeping; (4) timeliness; (5) scope and budget; (6) project manager; and (7) technical performance. Consultant understands that if LPA, or State on LPA's behalf, determines that Consultant's performance is not meeting, has not met, or is at risk of not meeting the Standard of Performance set out herein, LPA, or State on LPA's behalf, may conduct a Consultant Performance Evaluation based on the applicable foregoing performance categories. If LPA, or State on LPA's behalf, chooses to conduct a Consultant Performance Evaluation, LPA, or State on LPA's behalf, will notify Consultant of

the evaluation including necessary instructions and procedures for complying with the evaluation.

11.3.2 Consultant shall, to the fullest extent reasonable, implement and make modifications and changes in response to the evaluation, correct deficiencies, implement improvements, and improve performance to comply with the terms of this Agreement in response to the Performance Evaluation. LPA's or State's remedies for substandard performance will apply even in the absence of a Consultant Performance Evaluation.

11.4 LPA's or State's Remedies for Substandard Performance

Upon notice of substandard performance of Services revealed during or after the construction of the project, Consultant shall re-perform the Services at no cost to LPA or State. Further, Consultant shall reimburse LPA or State for any costs incurred by LPA or State for necessary remedial work. Consultant shall respond to LPA's or State's notice of any errors, omissions, or negligence within twenty four (24) hours and give immediate attention to necessary corrections to minimize any delays to the project. This may involve visits by Consultant to the project site, if directed by LPA or State. If Consultant discovers errors, omissions, or negligence in its Services, Consultant shall notify LPA and State of the errors within three (3) business days. Failure of Consultant to notify LPA and State constitutes a breach of this Agreement.

If Consultant fails to re-perform the Services, or if LPA or State determines that Consultant will be unable to correct substandard Services before the time specified for completion in this Agreement, LPA or State may correct such unsatisfactory Services; or may use third parties and charge Consultant for the costs incurred.

If LPA or State requires Consultant to remedy any deficiencies in the Services, Consultant shall make such corrections at no additional cost to LPA or State. Any increase or decrease in the scope of the Services or any modification of the specifications will be made only by written agreement signed by the Parties. Consultant shall bear legal liability for all damages incurred by LPA or State caused by Consultant's errors, omissions, or negligent acts without liability or expense to LPA or State. The rights and remedies of LPA or State provided herein are in addition to any other remedies provided by law.

SECTION 12. CONSULTANT'S ACCOUNTABILITY FOR ITS SERVICES (LPA)

12.1 Consultant agrees that LPA and State will rely on the professional training, experience, performance and ability of Consultant. Consultant agrees that examination by LPA, State, or Federal Highway Administration of the United States Department of Transportation (FHWA), approval, acceptance, use of, or acquiescence in Consultant's Services, will not be considered a full and comprehensive examination and will not be considered approval of Consultant's Services that would relieve Consultant from liability or expense connected with Consultant's sole responsibility for the propriety and integrity of Consultant's Services pursuant to this Agreement. Consultant agrees that LPA's or State's declining to approve Consultant's services will not be deemed an acceptance of defective services or relieve Consultant of its obligations and liabilities with respect to such services.

PROFESSIONAL SERVICES AGREEMENT

- 12.2 Consultant agrees that acceptance or approval of any of the services of Consultant by LPA or State or of payment, partial or final, will not constitute a waiver of any rights of LPA or State to recover from Consultant damages caused by Consultant due to error, omission, or negligence of Consultant in its services.

SECTION 13. DISPUTES

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

SECTION 14. SUSPENSION OR TERMINATION (PE 2-25-16)

14.1 Suspension or Termination

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

- a. A loss, elimination, decrease, or re-allocation of funds that make it difficult, unlikely or impossible to have sufficient funding for the Services or the project;
- b. The Services or the project are abandoned for any reason;
- c. Funding priorities have changed;
- d. LPA's or State's interests are best protected by suspension or termination of this Agreement;
- e. Consultant fails to meet the schedule, milestones, or deadlines established in this Agreement or agreed to in writing by the Parties;
- f. Consultant fails to provide acceptable replacement personnel or qualified new personnel;
- g. Consultant has not made sufficient progress to assure that the Services are completed in a timely manner;
- h. Consultant fails to meet the standard of care applicable to the Services;
- i. Consultant fails to meet the performance requirements of this Agreement;
- j. Consultant's breach of a provision of this Agreement or failure to meet a condition of this Agreement;
- k. Consultant's unlawful, dishonest, or fraudulent conduct in Consultant's professional capacity;
- l. Consultant fails to complete the project design in a form that is ready for letting a contract for construction according to the approved contract documents, including, but not limited to, project plans and specifications;
- m. (25) USE/DELETE(26). END (25)

14.2 This section has intentionally been left blank.

14.3 Suspension

- a. Suspension for Convenience. If LPA or State, on LPA's behalf, suspends the work for convenience, Consultant will be given notice of the date of suspension, which date will be no fewer than three (3) business days after notice is given. Such notice will provide the reason(s) for such suspension. Consultant will not be compensated for any Services completed or costs incurred after the date of suspension. Consultant shall provide LPA and State a detailed summary of the

current status of the Services completed and an invoice of all costs incurred up to and including the date of suspension.

- b. Suspension for Cause. If LPA or State, on LPA's behalf, suspends the work for cause or for issues related to performance, responsiveness or quality that must be corrected by Consultant, Consultant will be given notice of the date of suspension, which date will be no fewer than three (3) business days after notice is given. The notice of suspension will provide Consultant with the reason(s) for the suspension, a timeframe for Consultant to correct the deficiencies, and when applicable, and a description of the actions that must be taken for LPA or State to rescind the suspension. Consultant's right to incur any additional costs will be suspended at the end of the day of suspension and will continue until all remedial action is completed to the satisfaction of LPA and State. Failure to correct the deficiencies identified in a suspension will be grounds for termination of this Agreement.

14.4 Termination

If LPA or State, on LPA's behalf, terminates this Agreement, Consultant will be given notice of the date of termination, which will be no fewer than three (3) business days after notice is given. The notice of termination will provide Consultant with a description of the reason(s) for the termination. The notice must specify when the Agreement will be terminated along with the requirements for completion of the work under the Agreement. Consultant's right to incur any additional costs will cease at the end of the day of termination or as otherwise provided.

14.5 Compensation upon suspension or termination

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

SECTION 15. OWNERSHIP OF DOCUMENTS

- 15.1 All surveys, maps, studies, 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 LPA. Consultant shall deliver these documents to LPA at the conclusion of the project for inclusion in LPA's federal-aid file.

- 15.2 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 LPA's sole risk and without legal exposure or liability to Consultant.

- 15.3 Further, Consultant shall keep time sheets and payroll documents in Consultant's files for at least three years from the completion of final cost settlement by FHWA and project closeout by State.

PROFESSIONAL SERVICES AGREEMENT

SECTION 16. CONFLICT OF INTEREST LAWS

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 LPA's project to remain fully eligible for federal funding. By signing this Agreement, Consultant certifies that Consultant is not aware of any financial or other interest Consultant has that would violate the terms of these federal provisions.

SECTION 17. USE AND/OR RELEASE OF PRIVILEGED OR CONFIDENTIAL INFORMATION

17.1 Certain information provided by LPA or State to 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 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 Consultant in order that Consultant adequately design the project at hand on behalf of LPA or State.

17.2 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 LPA or State for the project at hand only. Consultant agrees not to reveal, disseminate, or provide copies of any document that is confidential and privileged to any individual or entity. LPA or State agrees that any information or documentation that is considered to be privileged or confidential that is provided to Consultant will be marked with the following information (Approved 11/4/11):

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

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

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

SECTION 18. FORBIDDING USE OF OUTSIDE AGENTS (Standard provision)

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for 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, LPA or State 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 19. GENERAL COMPLIANCE WITH LAWS

Consultant agrees to comply with all federal, state, and local laws and ordinances applicable to the work in effect at the time of the work. If Consultant is found to have been in violation of any applicable federal, state, or local laws and ordinances, such violation may be the basis for the suspension or termination under this Agreement.

SECTION 20. RESPONSIBILITY FOR CLAIMS AND LIABILITY INSURANCE (1-24-12)

- 20.1 Consultant agrees to hold harmless LPA and State from all claims and liability due to the error, omission, or negligence of Consultant or Consultant's agents or employees in the performance of Services under this Agreement. 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 or State in carrying out the work under this Agreement.
- 20.2 For the duration of this Agreement, Consultant shall carry insurance as outlined in Exhibit "E", attached and incorporated herein by this reference. In any contract Consultant has with a subconsultant, Consultant shall require that subconsultant meet the insurance requirements outlined in Exhibit "E".

SECTION 21. COORDINATING PROFESSIONAL AND PROFESSIONAL REGISTRATION
(2-1-18)

21.1 **Coordinating Professional:**

To the extent of any design work applicable to the Services under this Agreement, the following Coordinating Professional language applies:

If LPA's project involves more than one licensed professional engineer, LPA shall designate a Coordinating Professional (defined in Neb.Rev.Stat. § 81-3408) for this project as required by Neb.Rev.Stat. § 81-3437.02 of the Nebraska Engineers and Architects Regulation Act (Neb.Rev.Stat § 81-3104 et seq.). The Coordinating Professional will apply his or her seal and signature and the date to the cover sheet of all documents and denote the seal as that of the Coordinating Professional. The Coordinating Professional will verify that all design disciplines involved in the project are working in coordination with one another, and that any changes made to the design are approved by the corresponding discipline. Consultant agrees to cooperate with the designated Coordinating Professional to meet the requirements of state law. Consultant further agrees to contractually require its subconsultants to cooperate with the designated Coordinating Professional.

PROFESSIONAL SERVICES AGREEMENT

If Consultant's engineer has been identified as the Coordinating Professional for this project, and, for whatever reason, the designated Coordinating Professional is no longer assigned to the project, Consultant shall provide LPA written notice of the name of the replacement within 10 business days.

21.2 Professional Registration:

To the extent the work requires engineering services, Consultant shall affix and sign the seal of a registered professional engineer or architect licensed to practice in the State of Nebraska, on all applicable documents, plans, specifications, and reports prepared under any Agreements as required by the Nebraska Engineers and Architects Regulations Act.

SECTION 22. SUCCESSORS AND ASSIGNS

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

SECTION 23. DRUG-FREE WORKPLACE POLICY

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

SECTION 24. FAIR EMPLOYMENT PRACTICES ACT

Consultant agrees to abide by the Nebraska Fair Employment Practices Act, as provided by Neb. Rev. Stat. §§ 48-1101 through 48-1126.

SECTION 25. DISABILITIES ACT

Consultant agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-366), as implemented by 28 CFR 35.

SECTION 26. DISADVANTAGED BUSINESS ENTERPRISES

26.1 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.

26.2 Consultant shall not discriminate on the basis of race, color, sex, age, disability, or national origin in the award and performance of FHWA-assisted contracts. Failure of 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 LPA or State or such remedy as LPA or State deem appropriate.

SECTION 27. TITLE VI NONDISCRIMINATION CLAUSES

27.1 Compliance with Regulations

During the performance of this Agreement, Consultant, for itself and its assignees and successors in interest, agrees to comply with the regulations of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 CFR 21 and 27, hereinafter referred to as the Regulations).

27.2 Nondiscrimination

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, age, disability, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. Consultant shall not participate either directly or

PROFESSIONAL SERVICES AGREEMENT

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.

27.3 Solicitations for Subagreements, Including Procurements of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subagreement, including procurements of materials or equipment, each potential subconsultant or supplier shall be notified by Consultant of Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of race, color, sex, age, disability, or national origin.

27.4 Information and Reports

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 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, Consultant shall certify to LPA, State or FHWA, as appropriate, and set forth what efforts it has made to obtain the information.

27.5 Sanctions for Noncompliance

In the event of Consultant's noncompliance with the nondiscrimination provisions of this Agreement, LPA will impose such agreement sanctions as it or State and FHWA may determine to be appropriate, including but not limited to withholding of payments to Consultant under this Agreement until Consultant complies, and/or cancellation, termination, or suspension of this Agreement, in whole or in part.

27.6 Incorporation of Provisions

Consultant shall include the provisions of subsections 27.1 through 27.5 of this Agreement in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. Consultant shall take such action with respect to any subagreement or procurement as 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, Consultant may request that LPA or State enter into such litigation to protect the interests of LPA or State and, in addition, Consultant may request that the LPA, State and the United States enter into such litigation to protect the interests of the LPA, State and United States.

SECTION 28. SUBLETTING, ASSIGNMENT, OR TRANSFER

28.1 Any subletting, assignment, or transfer of any professional services to be performed by Consultant is hereby prohibited unless prior written consent of State, on LPA's behalf, is obtained.

28.2 At LPA's or State's discretion, Consultant may enter into an agreement with any subconsultants/subcontractors for work covered under this Agreement. All subconsultant/subcontractor agreements for work covered under this Agreement must contain identical or substantially similar provisions to those in this Agreement. No right-

PROFESSIONAL SERVICES AGREEMENT

of-action against LPA or State will accrue to any subconsultant/subcontractor by reason of this Agreement.

- 28.3 As outlined in SECTION 26. DISADVANTAGED BUSINESS ENTERPRISES, 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 services must include documentation of efforts to employ a disadvantaged business enterprise.

SECTION 29. CONSULTANT CERTIFICATIONS

The undersigned duly authorized representative of Consultant, by signing this Agreement, hereby swears, under the penalty of law, to the best of my knowledge and belief, the truth of the following certifications, and agrees as follows:

- 29.1 Neb. Rev. Stat. § 81-1715(1). I certify compliance with the provisions of Section 81-1715 and, to the extent that this Agreement is a lump sum, actual costs-plus-fixed-fee, or specific rates of compensation type professional service Agreement, 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 State determines the contract price had been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

- 29.2 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:
- a. 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
 - b. 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
 - c. 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).

- 29.3 Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions. Section 29.3a below contains 10 instructions that consultant agrees to follow in making the certifications contained in 29.3b.
- a. Instructions for Certification
 - 1. By signing this Agreement, Consultant is providing the certification set out below.
 - 2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this project. 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 State's determination whether to enter into this Agreement. However, failure of

PROFESSIONAL SERVICES AGREEMENT

Consultant to furnish a certification or an explanation will disqualify Consultant from participation in this Agreement.

3. The certification in this clause is a material representation of fact upon which reliance was placed when State determined to enter into this Agreement. If it is later determined that Consultant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, State may terminate this Agreement for cause or default.
 4. Consultant shall provide immediate written notice to State if at any time Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 5. 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 – Debarment and suspension. Exec. Order No. 12,549, 51 Fed. Reg. 6370 (1986).
 6. 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 State before entering into this Agreement.
 7. Consultant further agrees to include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by State without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 8. 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.
 9. 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 Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 10. Except for transactions authorized under paragraph a.6. of these instructions, if 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, State may terminate this Agreement for cause or default.
- b. Certification Regarding Debarment, Suspension, and Other Responsibility
Matters - Primary Covered Transactions
1. By signing this Agreement, Consultant certifies to the best of its knowledge and belief, that it and its principals:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b) 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;
 - c) 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 1.b) above; and
 - d) 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.
2. Where 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 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 30. LPA CERTIFICATION

- 30.1 By signing this Agreement, I do hereby certify that, to the best of my knowledge, Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this 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.
- 30.2 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 31. ENTIRE AGREEMENT

This Agreement, including all exhibits and incorporations specified herein, constitutes the entire agreement of the Parties. There are no promises, terms, conditions, or obligations other than contained herein, and this Agreement supersedes all previous communications, representations, or other agreements or contracts, either oral or written hereto.

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

EXECUTED by Consultant this 6 day of June, 2019.

HDR ENGINEERING, INC.

~~—Matt Tondl~~

Mathieu

Senior Vice President

STATE OF NEBRASKA)
DOUGLAS COUNTY)ss.

SUBSCRIBED AND SWORN to before me this 6 day of June, 20 19.



Notary Public

EXECUTED by the <LPA> this _____ day of _____, 20____.

CITY OF GRAND ISLAND
Jeremy Jensen

Mayor

Subscribed and sworn to before me this ____ day of _____, 20____.

Clerk

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

Strategic Planning Manager Date

Exhibit B
SCOPE OF SERVICES

**Transportation Planning
for**

**Project Name: Updating of GIAMPO Travel Demand Model and
Long Range Transportation Plan**
Project Number: PLG-1(56)
Control Number: 00992C

Project Description

The Grand Island Area Metropolitan Planning Organization (GIAMPO) was designated as the Metropolitan Planning Organization (MPO) for the Grand Island, Nebraska urbanized area. The purpose of this project is to develop an update to the Metropolitan Transportation Plan (MTP), which is the current and first Long Range Transportation Plan (LRTP), *Journey 2040*, for the GIAMPO Metropolitan Planning Area. An update to the Long Range Transportation Plan (GIAMPO 2045 LRTP) will guide transportation investments within the GIAMPO region to the planning horizon year of 2045.

The schedule of this project is to obtain GIAMPO Policy Board approval of GIAMPO 2045 LRTP by February 2021. The project scope of services has three (3) major elements resulting in the development of an updated Long Range Transportation Plan for the GIAMPO Metropolitan Planning Area. These elements are the following: Updating the GIAMPO Travel Demand Model, Updating the GIAMPO Long Range Transportation Plan, and Public Involvement and Stakeholder Outreach. The assumptions, procedures, data, and decisions made which culminates in the successful completion of this project must be sound and clearly documented. The GIAMPO 2045 LRTP must be consistent with the regulations outlined in 23 CFR 450.324 and the procedures, policies, and timelines in the development of MPO LRTPs as outlined in the Nebraska Department of Transportation (NDOT) Operating Manual for Metropolitan Planning Organization Transportation Planning.

Project Scope of Services

The following are the tasks that HDR Engineering, Inc. (HDR) will complete as part of the development of the GIAMPO 2045 LRTP. This scope of services includes a project schedule, at the end of this section, that anticipates a start date of June 2019 and a GIAMPO approval of the Final Long Range Transportation Plan by February 2021.

Task 1. Project Management

- *Task 1.1 Progress Reports:* Monthly progress reports will be submitted with invoicing.
- *Task 1.2 Progress Calls and Management Committee:* Progress calls between HDR and MPO staff will be completed every two weeks. It is assumed that two (2) HDR staff will participate in the progress calls. Some of these calls will act as Management Committee meetings. One (1) of these, likely kick-off, will be held in-person, and will involve two (2) HDR staff. The Core Group of the management committee will include City PW Director/MPO Executive Director, City Assistant PW Director, Hall County Regional Planning Director, and MPO Program Manager. The group will be expanded as needed to include staff from the City Parks and Recreation Department, City Transit Program, and Hall County Public Works Department.
- *Task 1.3 Project Management Plan:* HDR will complete a Project Management Plan (PMP), which will include the QA/QC Plan along with communications, schedule with milestones, and major deliverables.
- *Task 1.4 Technical Advisory (TAC) and Policy Board Meetings:* Assume five (5) TAC and three (3) Policy Board meetings in-person. It is assumed that one (1) HDR staff member will attend the TAC and Policy Board meetings.
- *Task 1.5 NDOT Coordination Meetings:* It is assumed eight (8) total NDOT coordination meetings/calls will occur. Three (3) of these will be in-person in Lincoln, and five (5) via conference call and screen sharing. Topics of the three (3) in-person Lincoln meetings might include:
 - Revenue Projections meeting

- Modeling meeting with NDOT staff and Federal Highway Administration staff
- Draft plan projects meeting

It is assumed that one (1) HDR staff will attend / participate in each of the NDOT Coordination meetings.

Deliverable: Project Management Plan (Task 1.3)

Task 2. Data Collection

Task 2.1 Collect Data: HDR will provide the MPO and NDOT a list of requested data items, and will track and log data items as received. Items provided by City of Grand Island will include:

- GIS files, including:
 - Street network
 - City/County boundaries
 - Urbanized/planning area boundaries
 - Traffic volumes (City and NDOT)
 - Traffic signals
 - Crash data for the years 2014-2018
 - Pavement/bridge conditions
 - Bridges (NDOT)
 - Sidewalk inventory
 - Transit routes (illustrative plan)
 - Existing land use and future land use
 - Building permits from the City of Grand Island for the years 2010-2018
- Transit ridership
- Current and previous TIPs, CIPs, and 1 & 6 Year Plans
- Studies including:
 - Bicycle and Pedestrian Master Plan
 - Regional Transit Needs and Feasibility Study
 - Old Potash Highway
 - Broadwell/UPRR Grade Separation Study (ongoing)
 - Traffic Signal Timing Optimization: US Hwy 281 & Webb Rd Corridors (ongoing)
 - Pavement Condition Survey (ongoing)
- 2040 LRTP
- Travel demand model sets (NDOT)
- School enrollment by school (provided by school district)
- Woods and Poole Hall County population and employment projections (NDOT)

Task 3. Goals, Performance Measures, and Desired Trends or Targets

The input process for developing the overall vision will include:

- *Task 3.1 Vision and Goals Development:* The process of developing the plan vision and goals will include:
 - Reviewing the 2040 LRTP goals, objectives, and performance measures and updating based on input and other studies and sources.
 - Coordinating the 2045 Plan vision with recently completed GIAMPO studies (bike/ped and transit) and NDOT's LRTP Update (as available) and Freight Plan.
 - Updating based on the latest Federal planning requirements and planning factors.
- *Task 3.2 Performance Measure Development:*
 - System performance measures will be developed with input from the MPO. The MPO uses the Federally-required performance measures, which are reported by NDOT. These measures and targets will be continued in the LRTP. As the data allow, additional local performance measures can be developed if they are relevant to the City and MPO.
 - Performance measures will inform the development of project prioritization metrics. In Task 7, HDR will develop a project prioritization process for GIAMPO to review and comment on based on these metrics. The prioritization metrics will be tied to the goals and objectives developed in Task 3.1 and system performance measures.
 - Current performance measure targets will be reviewed, and as data are available to support, these targets will be reviewed. While some target assessments are quantitative in nature, others are anticipated to be qualitative in nature.

Task 3.3 Deliverable: Goals, Objectives, and Performance Measures Memo

Task 4. Current System Performance

The current system will be a combination of technical and narrative summaries of the current transportation performance. This assessment will include:

- *Task 4.1 System Safety:* Safety will be evaluated based on a review of the latest five years of crash data. This analysis will identify the most frequent crash intersections for vehicles, and pedestrians and bicyclists (as the data allow). Up to ten (10) locations with significantly higher crash frequency will be reviewed using the Federal safety performance measures of fatal crashes, severe injury crashes and combined pedestrian and bicycle related crashes.
- *Task 4.2 Traffic Operations:* Vehicular traffic operations will be evaluated through existing GIS data layers and the travel demand model will be reviewed to establish current traffic counts, lane configuration and traffic control device information. The regional street system will be evaluated with a planning-level volume-to-capacity (V/C) methodology based on daily counts and estimates of peak-hour flow capacity. Local staff will be engaged to determine the appropriate level-of-service (LOS) thresholds for determining needs. NDOT staff will be engaged to determine the appropriate LOS thresholds for state routes.
- *Task 4.3 Travel Reliability:* HDR will identify the reliability issues on the National Highway System based on the National Performance Management Research Data Set (NPMRDS) are available from NDOT.
- *Task 4.4 Pavement and Bridge:* The latest pavement and bridge performance measures from NDOT will be incorporated into the current system performance assessment. The latest pavement survey (2016) will be incorporated into this assessment for a combined state and City system summary. Bridge data will be downloaded from the latest National Bridge Inventory (NBI) to provide a condition assessment of bridges in the study area.
- *Task 4.5 Bicycle and Pedestrian System Performance:* Bike and pedestrian metrics will rely on the data from the Bicycle and Pedestrian Master Plan. The latest bicycle and pedestrian system mapping will be incorporated into this analysis as well. Bike / Ped metrics.
- *Task 4.6 Transit Performance:* transit metrics will be based on the latest performance measures submitted by NDOT. System evaluation metrics will also be based on the approaches used in the Regional Transit Needs and Feasibility Study.
- *Task 4.7 Freight System Summary:* A freight assessment will be developed for truck, air, rail, and pipeline in a narrative discussion. Any available data from the NDOT Freight Plan will be incorporated.
- *Task 4.8 Intercity Travel Summary:* Intercity travel will be summarized for all relevant surface transportation modes (commercial air, bus, rail).

Task 4.9 Deliverable: Current System Performance Report

Task 5. Travel Model Development

The Grand Island area travel demand model will be updated by HDR through collaboration with MPO, City, NDOT, and FHWA staff. It is assumed that at least two (2) of the eight (8) coordination meetings with NDOT will be to discuss the model development. The travel model will be developed through the following steps:

- *Task 5.1 Base Year Model Development:*
 - HDR staff will work with MPO staff to subdivide existing transportation analysis zones (TAZs) where believed to provide model enhance enhancement. It is assumed that no more than five (5) existing TAZs will be subdivided.
 - HDR staff will review the existing roadway network for missing links or capacity updates that might be required (City of Grand Island to provide projects that have been built in the past 5 years). Based on missing link attributes, HDR would update network to a base year 2017 or 2018.
 - Updating the socio-economic data to a base year of 2017 or 2018. The process for updating the base year socio-economic data will include:
 - Establishing TAZ-level housing counts for 2010 based on the decennial Census block-level counts.

- Summarizing geocoded building permit data provided by the City of Grand Island for the years 2010 through 2017 or 2018. This data will include number of units by point.
 - Using Longitudinal Employer-Household Dynamics (LEHD) or InfoGroup employment data (from Nebraska Department of Economic Development) and aggregating the data to the updated TAZ structure.
 - MPO and local planning staff will review the resulting TAZ-level employment totals to provide a “reasonableness check”. This can include a comparison of socio-economic data to existing land use mapping.
 - HDR staff will review the AirSage data from 2014. If the data can be interpreted and used, they will be used as a validation reference file for trip distribution. It is not anticipated that AirSage data will be used as an input to the model process itself.
 - HDR will update the TDM to a four-step trip-based model with a base year of 2017 or 2018. Data for model development might be for the years of 2015 through 2019, depending on the data source. In general, each step will include:
 - Trip Generation – HDR will use regional and national trip generation sources for similar urban areas, and tailor them to observed traffic levels in the Grand Island area. It is assumed that existing trip purposes will be maintained, including school trips.
 - Trip Distribution – HDR will use a gravity model approach to distributing traffic between zones. HDR does not recommend maintaining the current Origin-Destination Matrix Estimation (ODME) routine in the model, but will validate trip distribution model output against available data sources like Census Transportation Planning Package (CTPP) and AirSage data (as available) at the district level.
 - Mode choice – There will be no formal mode choice step. It is assumed that person trips will be converted to vehicle trips based on estimates of vehicle occupancy, including small reductions for non-vehicular modal use (walking, bike, and transit), however non-vehicular travel will not be tracked by the model. A summary of current mode split for commuters will be developed in Task 4.
 - Traffic Assignment – HDR will use a form of the equilibrium assignment process (or stochastic assignment if preferred) to assign vehicular traffic to the roadway network.
 - The model will be validated to daily conditions within the guidelines provided by the TMIP Travel Model Validation and Reasonableness Checking Manual, 2nd edition.
 - *Task 5.2 Future Model Development:*
 - Future Socio-Economic Data will be developed through the following steps:
 - HDR staff will develop future year control totals for forecasts of regional households and employment, based on the Woods and Poole data that are available from NDOT. These county level data can provide guidance on how much overall study area population, housing, and employment change can be expected between today and 2045.
 - HDR staff will work with local planning staff to determine where future land use growth should be allocated. This process will start with the growth areas from the 2040 plan, and will be verified through involving local staff providing direction on:
 - Where growth will occur (mid-term and long-term)
 - What density that growth would be.
- Based on the outcome of this exercise, HDR staff will create the 2030 and 2045 socio-economic datasets.
- Future external travel will be developed by growing base year county with a trend extrapolation of available traffic counts on the external cordon. It is assumed that NDOT will provide historical data for this subtask.
 - HDR will review the existing roadway capacities and recommend any potential revisions to local engineering staff for consideration.
 - HDR staff will work with the TAC to determine the “committed” projects to include in the Existing-plus-committed (E+C) projects, and code those projects into an E+C network for future scenarios in Task 6.
- Assumptions for travel model development in Task 5 include:
- It is assumed that the existing truck purpose element of the model (and percentages as relevant) will be maintained in its current form, with no adjustments to the input data or validation since there are limited truck counts available.
 - AM and PM peak periods will be maintained in this model. Wherever peak hour data are available, they will be used to develop locally-tailored peak period time-of-day

(TOD) split percentages. HDR will analysis up to forty (40) locations to help develop these TOD split percentages.

- The AM and PM peak period percentages will not be validated to observed counts.
- Existing external travel (external-to-external and internal-external/external-internal) will be developed using the existing model's external-to-external percentages, assuming they were developed based on AirSage data.

Task 5.3 Deliverables:

- HDR staff will develop a model development, validation, and user guide document.
- HDR staff will provide all model files in TransCAD format to the MPO and NDOT.

Task 6. Future Conditions Assessment and Performance Gaps

This task will include:

- *Task 6.1 Future Traffic Conditions:* The travel demand modeling work outlined in Task 5 will be the basis for establishing the future conditions analysis. These assessments will use 2030 and 2045 socio-economic inputs to evaluate network scenarios and produce future year traffic forecasts. The scenarios that will develop and run include:
 - 2030 Mid-Range Scenario (on E+C network)
 - 2045 Long-Range Scenario (on E+C network)
 - Up to three (3) network scenarios built off of the E+C network (for both 2030 and 2045)
 - 2045 Fiscally-Constrained ScenarioHDR will apply a planning-level V/C ratio methodology consistent with the existing conditions analyses to identify existing-plus-committed scenario traffic operations issues.
- *Task 6.2 Emerging Trends:* This section will include:
 - A summary of demographics and population trends.
 - A high-level assessment of emerging transportation trends and technology, including potential Connected / Autonomous Vehicles, Smart City, Micro Mobility, Mobility-as-a-Service and other Emerging Trends
- *Task 6.3 Future Multimodal Trends:* This section will include:
 - Use the socio-economic data and TDM to identify growth areas for potential bike / ped improvements
 - Transit assessment – this will focus on the current 5-year program for “fiscally-constrained”. Potential future enhancements, including the flexible route service and other Transit Study concepts, might be included as illustrative concepts
 - Assessment of System Needs by mode – This will be a “gap assessment” that outlines where current and future system performance falls short of system objectives and targets.

Task 6.4 Deliverable: Future Traffic Operations and Gap Assessment Memo.

Task 7. Strategy and Alternatives Assessment

This task will involve:

- *Task 7.1 Alternatives and Strategies Development:* Identification of Investment Priorities, Policies, and Strategies – this outlines the strategies and project types that will be considered, based on the stakeholder input received and the performance issues identified. It is anticipated that a range of strategies will be considered, including management and operational alternatives.
- *Task 7.2 Multi-modal Transportation Alternatives Analysis:* This process will involve:
 - Alternatives Development: Assigning specific strategies or improvement alternatives with each issue area. These strategies and project alternatives will be vetted with the TAC and / or management committee. It is assumed that the LRTP will carry forward the recommendations of the transit study and bicycle and pedestrian master plan. Planning-level cost estimates based on locally-tailored unit costs will be developed in this sub-task.
 - The 2040 LRTP project list will be used as a starting point for the roadway alternatives project development.
 - Environmental screening of alternatives: the alternatives will be screened with a high level look at items like potential floodway and wetland issues. No detailed design files will be developed or available, so this environmental review will be a cursory, desktop review via GIS.

- Prioritizing projects. The alternatives analysis will utilize the performance measures based on Task 3.2 to screen and prioritize the range of improvements for implementation. The prioritization process will be tailored based on the input of staff and the plan review committee. The prioritized projects will be placed in tiers of priority, based on priority scores. The ultimate fiscally-constrained and phased plan will be based on available funding. It is assumed that the prioritization process will be the basis for the MPO establishing a programming link between the LRTP and the TIP process.

Task 7.3 Deliverable: Strategy Development and Prioritization Memo

Task 8. Financial Plan

In this task, HDR staff will review past TIPs, CIPs, and conduct interviews with local staffs to develop forecasts of future revenues by funding source. This will include:

- **Task 8.1: Pavement Preservation Needs:** This will include:
 - Reviewing the latest pavement condition report from the City of Grand Island to identify future trends for future pavement maintenance costs / needs. HDR staff will interview Hall County staff about anticipated pavement capital reconstruction / rehab requirements.
 - Developing of planning-level operations and maintenance (O&M) needs.
- **Task 8.2: Financial Plan:** State and Federal funding levels on the state system will be included to the level that NDOT provides financial information. Based on the information received, HDR and MPO staff will work to identify what can and cannot be assumed for Federal program funding levels. MPO staff will provide data and documentation from recent financial amendment to 2040 LRTP, which will be the starting point for this analysis.

Task 8.3 Deliverable: Financial Plan Document

Task 9. Environmental Mitigation chapter

This task will involve activities related to environmental elements:

- **Task 9.1 Mitigation Discussion:** Develop documentation that is a cursory overview of potential environmental mitigation activities.
- Provide guidance and materials to the MPO staff to conduct agency consultation for their ability to comment on potential improvement activities in the study area.
- Curstory discussion of the project development process and the role of the National Environmental Policy Act (NEPA) process.
- **Task 9.2 Environmental Justice Analysis:** HDR to update EJ evaluation and defined populations.

Task 9.3 Deliverable: Environmental Mitigation Chapter

Task 10. Documentation

This task will involve the development of two different documents in electronic (PDF) format:

- **Task 10.1 Develop an Executive Summary:** this will be the primary way the public reviews the LRTP when complete. The target for this document is 10 to 15 pages in length.
- **Task 10.2 Develop a full LRTP Document:** the focus on this document would be a reader friendly, graphic document that has a targeted 80 to 100 pages in length. This document would include references the appendices for more technical information.

Deliverables:

- Draft Executive Summary
- Draft LRTP document
- Final Executive Summary
- Final LRTP document
- Microsoft Word version of project tables and mapping. It is assumed final deliverables will be InDesign format.

Task 11. Public Engagement

It is assumed that:

- The City will provide the following:
 - Provide or locate suitable public space for all in-person meetings (tentatively identified as the Grand Island Public Library)
 - Releasing the news release for online surveys, public meetings, and public comment period for Draft LRTP document (HDR will draft the news release)
 - Posting information on City social media platforms (HDR will draft the information)
 - Publication of the legal ad for the meetings notices in the Grand Island Independent and Buenos Dias (The City will draft the meeting notices for the legal ad and HDR will prepare meeting notices in Spanish)
 - Publication of the advertisement for the public meetings in the Grand Island Independent (HDR will prepare the advertisement)
 - Coordinating with Grand Island Spanish Radio for meeting announcements (HDR will prepare meeting announcements in Spanish)
- HDR will hire a Spanish interpreter at all three (3) public open houses. HDR will treat this interpreter as a vendor for contract purposes. HDR will provide a Grand Island-based interpreter for the open houses if they are available.
- No specific branding will be required for the GIAMPO 2045 LRTP.

The major elements of the public engagement effort include:

- *Task 11.1 Public Involvement Plan & Stakeholder Database:*
 - HDR will develop engagement strategy plan to include key messages, comment management plan, tools outline and schedule.
 - HDR will utilize GIAMPO's existing stakeholder database based on TAC and Policy Board members, Transit Plan focus group members and other stakeholder groups to be identified, and will maintain and update it as new stakeholders join the LRTP mailing list.
- *Task 11.2 Develop and Maintain Project Website*
 - HDR will develop project website to include project overview, schedule, blog for project updates, in-person meeting materials and comment input form
 - It is assumed the website will be in a relatively simple format, with a comment form, but no comment mapping.
 - Social Media link (Share, RSS, Twitter, and Facebook).
- *Task 11.3 Public Open House Meetings*
 - Public Visioning Workshop: Goals, Objectives, Issues Identified
 - Outreach: Press release, meeting advertisement, social media posts, website update, email notifications, Spanish flier, Spanish press release if applicable.
 - Meeting materials: HDR to develop handout (English/Spanish), boards, interactive exercises, online survey (English/Spanish), collateral materials.
 - HDR will have three (3) staff attend the visioning workshop.
 - Public Prioritization Workshop: Present potential projects & strategies, get their input on what's important and other project ideas
 - Outreach: Press release, meeting advertisement, social media posts, website update, email notifications, Spanish flier, Spanish press release if applicable.
 - Meeting materials: Handout (English/Spanish), boards, interactive exercises, online survey (English/Spanish), collateral materials.
 - HDR will have three (3) staff attend the public prioritization workshop.
 - Public Draft LRTP Public Meeting
 - Outreach: Press release, meeting advertisement, social media posts, website update, email notifications, Spanish flier, Spanish press release if applicable.
 - Meeting materials: Handout (English/Spanish), boards, 15 minute presentation, collateral materials.
 - HDR will have two (2) staff attend the draft LRTP public meeting.
- *Task 11.4 Focus Group Meetings*
 - During the public visioning milestone, there will be one round of focus group meetings over the course of one day. It is assumed these focus group meetings will last approximately one hour each, with each sub-group of stakeholders to be held the same day as the Public Visioning Workshop.

- Potential membership for the focus groups include major employers, transportation providers, educational institutions, elected officials, bike/ped users (GLAMPO Non-Motorized Subcommittee), nonprofits, emergency responders.
- Outreach: Email invitations, follow up calls if necessary.
- Meeting Materials: Presentation, interactive exercises, collateral materials. It is assumed that at least two (2) HDR staff will be in attendance at the focus group meetings (the third team member will likely arrive that evening for the public open house).
- Task 11.5 City Council and County Board Meetings:
 - One (1) City of Grand Island Council meeting. Assume one (1) HDR staff member in attendance.
 - One (1) Hall County Board of Supervisors meeting. Assume one (1) HDR staff member in attendance.

Additional meetings included as a part of Task 1 project management are: TAC and Policy Board Meetings (covered in Task 1.5) and NDOT Meetings (covered in Task 1.6).

Task 11.6 Deliverable: Meeting Summaries/Notes

All submissions and work product including complete plans shall be submitted in electronic format suitable for archiving by the City of Grand Island. Submissions shall include, but are not limited to, Microsoft files, GIS files, TransCAD files, reports, documentation, public comments, etc. Consultant shall not copyright any work product and work shall remain property of the City of Grand Island.

Major Milestone Schedule

- NTP – June/July 2019
- Existing Conditions Summary – December 2019
- Travel Demand Model and Documentation – January 2020
- Future Conditions Summary – February 2020
- First Public Open House – February 2020
- Financial Plan – March 2020
- Vision, Goals, Performance Measures – March 2020
- Public Prioritization Open House – May 2020
- Alternatives Analysis – June 2020
- Draft Plan – November 2020
- Presentation of Final Plan – February 2021

Consultant's Estimate of Hours

Transportation Planning

Project Name:	Updating the GIAMPO TDM and L RTP	Project Number:	PLG-1(56)
Consultant:	HDR Engineering Inc.	Control Number:	00992C
Consultant PM:	Jason Carbee 402-399-1370 Jason.Carbee@hdrinc.com		
LPA RC:	Allan Zaft 308-389-0273 allanz@grand-island.com		
NDOT PC:	Craig Wacker 402-479-4623 craig.wacker@nebraska.gov		
Date:	May 28, 2019		

TASKS	PERSONNEL CLASSIFICATIONS											Total
	SENV	ENV	SENG	ENG	SDES	DES	ADM	STP	TP	PIL		
1. Project Management			19	6			22	177	108	2	334	
1.1 Progress Reports							22	9			31	
1.2 Progress Calls and Management Committee			18					54	68		140	
1.3 Project Management Plan			1				6			2	9	
1.4 TAC and Policy Board Meetings							80	24			104	
1.5 NDOT Coordination Meetings				6				28	16		50	
2. Data Collection		8				8		2	12		30	
2.1 Collect Data		8				8		2	12		30	
3. Goals, Performance Measures, and Desired Trends or Targets			4		4			14	80		102	
3.1 Vision and Goals Development			2					2	24		28	
3.2 Performance Measure Development								8	40		48	
3.3 Goals, Objectives, and Performance Measures Memo			2		4			4	16		26	
4. Current System Performance		6	32	88	8	56		2	84		276	
4.1 System Safety			2	36							38	
4.2 Traffic Operations			2	32							34	
4.3 Travel Reliability		2	2	2					16		22	
4.4 Pavement and Bridge			2	2					8		12	
4.5 Bicycle and Pedestrian System Performance			2			16			16		34	
4.6 Transit Performance			2			16			8		26	
4.7 Freight System Summary			2			8			12		22	
4.8 Intercity Travel Summary			2			16			8		26	
4.9 Existing Conditions Report		4	16	16	8			2	16		62	
5. Travel Model Development			2	200				48	144		394	
5.1 Base Year Model Development				120				24	80		224	
5.2 Future Model Development				40				16	40		96	
5.3 Model Documentation			2	40				8	24		74	
6. Future Conditions Assessment and Performance Gaps			6	38		8		24	124		200	
6.1 Future Traffic Conditions				16				4	56		76	
6.2 Emerging Trends				4		8		4	24		40	
6.3 Future Multimodal Trends			4	16				8	32		60	
6.4 Future Traffic Operations Gap Assessment Memo			2	2				8	12		24	
7. Strategy and Alternatives Assessment	10		2	44		32		44	172		304	
7.1 Alternatives and Strategies Development:				4				4	48		56	
7.2 Multi-modal Transportation Alternatives Analysis	8			40		32		32	100		212	
7.3 Strategy Development and Prioritization Memo	2		2					8	24		36	
8. Financial Plan			5			16		40	56		117	
8.1 Pavement Preservation Needs						16		4	16		36	
8.2 Financial Plan								20	40		63	
8.3 Financial Plan Document			2					16			18	
9. Environmental Mitigation	44	4						10	24		82	
9.1 Mitigation Discussion	20							2			22	
9.2 Environmental Justice Analysis	16	4						4	8		32	
9.3 Environmental Mitigation Chapter	8							4	16		28	
10. Documentation		16	14		64			76	88		258	
10.1 Develop an Executive Summary			6		24			12	24		66	
10.2 Develop a Full LRTP Document		16	8		40			64	64		192	

TASKS	PERSONNEL CLASSIFICATIONS										Total
	SENV	ENV	SENG	ENG	SDES	DES	ADM	STP	TP	PIL	
11. Public Involvement			36		152			102	44	218	552
11.1 Public Improvement Plan and Stakeholder Database					2			2		12	16
11.2 Develop and Maintain Project Website					72			6	4	30	112
11.3 Public Open House Meetings			32		64			64	32	144	336
11.4 Focus Group Meetings			4		6			8	8	16	42
11.5 City Council and County Board Meetings								16			16
11.6 Meeting Summaries					8			6		16	30
<i>Total Days</i>	6.75	4.25	15	47	28.5	15	2.75	67.4	117	28	331
Total Hours	54	34	120	376	228	120	22	539	936	220	2,649.0

Direct Expenses

Transportation Planning

Project Name:	Updating the GIAMPO TDM and LRTP	Project Number:	PLG-1(56)
Consultant:	HDR Engineering Inc.	Control Number:	00992C
Consultant PM:	Jason Carbee 402-399-1370 Jason.Carbee@hdrinc.com		
LPA RC:	Allan Zafft 308-389-0273 allanz@grand-island.com		
NDOT PC:	Craig Wacker 402-479-4623 craig.wacker@nebraska.gov		
Date:	May 28, 2019		

[illegible]

1. PAYMENT METHOD

Payments under this Agreement will be made based on a Cost Plus Fixed Fee for Profit (CPFF) payment method. Consultant will be paid for acceptable actual services performed plus a fixed fee for profit in accordance with Section 4. PAYMENTS.

2. TOTAL AGREEMENT AMOUNTS

For completion of the services as outlined in this Agreement, Consultant will be paid no more than the following amounts:

\$ 100,924.93	for actual direct labor costs
\$ 165,174.11	for indirect labor costs and direct expenses
<u>\$ 33,514.34</u>	for a fixed fee for profit
\$ 299,613.38	total agreement amount. Consultant's total compensation shall not exceed this maximum amount without prior written approval of State.

3. FIXED FEE FOR PROFIT

The fixed fee for profit is computed upon the negotiated direct labor and overhead costs. The fixed fee for profit is not allowable upon direct non-labor costs. For each invoicing period, the fixed fee for profit is calculated by multiplying the sum of the actual direct labor and overhead costs invoiced by the negotiated fee for profit rate of 13%. Upon completion of the services outlined in this Agreement, the Consultant may invoice the State any remaining fixed fee for profit not previously invoiced. The total fixed fee for profit eligible to be paid to consultant does not vary with actual costs, but may be increased or decreased as a result of scope changes in the agreement. If all of the services under this agreement are not completed for any reason, the fixed fee for profit may be adjusted based on the State's determination of the actual percentage of services completed.

4. ALLOWABLE COSTS

Payment for Services under this Agreement will be made based on the payment method identified in Section 1. PAYMENT METHOD, up to the maximum amount identified in Section 2. TOTAL AGREEMENT AMOUNT. Allowable costs include direct labor costs, Subconsultant costs and other direct non-labor costs, and overhead costs.

A. Direct Labor Costs are the earnings that individuals receive for the time they are working directly on the project.

1) Hourly Rates: For hourly employees, the hourly earnings rate shall be the employee's straight time hourly rate for the pay period in which the work was performed. If overtime hours are worked on this project, the premium pay portion of those hours is not allowable as a direct labor cost.

For salaried employees, the hourly earnings rate shall be their actual hourly rate as recorded in the Consultant's accounting books of record.

2) Time reports: The hours charged to the project must be supported by adequate time distribution records that clearly indicate the distribution of hours to all projects/activities on a daily basis for the entire pay period. Time reports must provide a clear identifying link to the projects: such as project description, project number, pertinent work phase, dates of service, and the individual's name and position. There must be an adequate system of internal controls in place to ensure that time charges are correct and have the appropriate supervisory approval.

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

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

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

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

- d) MEALS – The reimbursement for meals will be limited to the prevailing standard rate as indicated on the GSA website noted above. Expenses for alcoholic beverages are not allowed. Consultant shall give State the benefit of all meal discounts.

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

Breakfast:

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

Lunch:

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

Dinner:

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

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

- (iii) Meal receipts must itemize all food and drink purchased. A credit card receipt alone is not sufficient documentation.

- (iv) Reimbursement for meal gratuities/tips will be whatever is usual, or customary, but will not exceed 20 percent.

5. INVOICES AND PROGRESS REPORTS

- A. Documents submitted to State, including invoices, supporting documentation, and other information are subject to disclosure by State under the Nebraska Public Records Act found at Neb.Rev.Stat. § 84-712 et.seq. Accordingly, Consultant shall redact or not submit to State information that is confidential, including, but not limited to, financial information such as social security numbers, tax ID numbers, or bank account numbers. Consultant understands that State does not have sufficient resources to review and redact confidential information submitted by Consultant. If such confidential information is submitted, Consultant shall have no right of action of any kind against State for the disclosure of such information.

- B. Consultant shall promptly submit invoices to LPA, or State on *LPA's behalf*, no more frequently than monthly. Invoices must present actual direct labor, Subconsultant costs and other direct non-labor costs, and actual overhead, as well as the Fee for Profit based upon the actual direct labor and overhead costs billed for that period. State law may prohibit the payment of an invoice that includes charges for services rendered more than two (2) years prior to State's receipt of the invoice.

- C. Consultant must submit an invoice for all services rendered even if the total agreement amount will be, or has been, exceeded.

D. Content of Invoice Package

1) Consultant's Invoice:

- i. The first page of an invoice must identify the company name and address, invoice number, invoice date, invoicing period (beginning date and ending date of services), and agreement or task order number.
- ii. The invoice or accompanying supporting documentation must identify each employee by name and classification, the hours worked, and the actual labor cost for each employee.
- iii. Direct non-labor expenses:
 1. Direct non-labor expenses, other than travel-related expenses, must be itemized and provide a complete description of each item billed with supporting receipts or invoices.
 2. Travel-related expenses must be summarized and submitted on NDOT Form 163 (see below). Supporting receipts must be submitted with NDOT Form 163 when invoicing for these expenses.
 3. All supporting receipts must be kept as required in Section 17 CONSULTANT COST RECORD RETENTION.
 - iv. Subconsultant Services: Consultant shall require subconsultants to provide the same supporting documentation, invoices, and receipts as Consultant is required to retain and submit.
- 2) Cost Breakdown Form: Each invoice package must include a completed "Cost Breakdown Form" (NDOT Form 162). This form is available on State's website at <http://dot.nebraska.gov/business-center/consultant/>.
- 3) Travel Log: If invoice contains any travel-related expenses, a completed "Invoice Travel Log" (NDOT Form 163) must be submitted with the invoice package. This form is also available on State's website. Upon approval by State, Consultant may use a substitute Invoice Travel Log provided it documents substantially the same information as NDOT Form 163. The Travel Log must document the employee name, locations traveled, date/time of departure to the project, date/time of return to the headquarters town, and expenses for transportation, meals, and lodging.
- 4) Progress Report: A Progress Report must accompany the invoice package and document Consultant's work during the service period. If an invoice is not submitted monthly, a Progress Report must be submitted at least quarterly, either with an invoice or, if Consultant does not submit an invoice, via email to LPA and State's Project Coordinator. Progress Report must include, but is not limited to, the following:
 - i. A description of the Services completed for the service period to substantiate the invoiced amount.
 - ii. A description of the Services anticipated for the next service period
 - iii. Listing of information Consultant determines is needed from LPA, or State on *LPA's behalf*.
 - iv. Percent of Services completed to date

E. All invoice packages (invoice, progress report, required NDOT Forms, supporting material) must be submitted electronically through State's invoice workflow system OnBase, for review, approval, and payment. The user guide for the OnBase system along with training videos can be found at <http://dot.nebraska.gov/business-center/consultant/onbase-help/>.

6. PROGRESS PAYMENTS

State, on LPA's behalf will pay Consultant upon receipt of Consultant's invoice and determination by LPA and State that the invoice and progress report adequately substantiate the Services provided, and the Services were completed in accordance with this Agreement. Payments will not be made if the progress report does not provide adequate substantiation for the Services or LPA or State determines that the Services have not been properly completed. State, on LPA's behalf, will make a reasonable effort to pay Consultant within 30 days of receipt of Consultant's invoices.

7. PROMPT PAYMENT CLAUSE

Consultant shall include a "Prompt Payment Clause" as a part of every subcontract (including second tier subcontracts) for work. The "Prompt Payment Clause" will require payment to all subconsultants for all work completed, within twenty (20) calendar days of receipt of progress payments from the State for said work. The "Prompt Payment Clause" will also stipulate the return of retainage within thirty (30) calendar days after the subconsultants achieves the specified work as verified by payment from the State. Failure by Consultant to carry out the requirements of the "Prompt Payment Clause" and/or timely return of any retainage, without just cause, is a material breach of this Agreement, which may result in the State withholding payment from Consultant until all delinquent payments have been made (no interest will be paid for the period that payment was withheld), termination of this Agreement, or other such remedy as the State deems appropriate.

Consultant may withhold payment only for just cause and must notify the State, in writing, of its intent to withhold payment prior to actually withholding payment. Consultant shall not withhold, delay or postpone payment without first receiving written approval from the State.

8. SUSPENSION OF PAYMENTS

When work is suspended on this project, payments shall be suspended until the work resumes or this Agreement is terminated. Consultant shall not be compensated for any work completed or costs incurred on the project after the date of suspension. When work is suspended for convenience, Consultant shall be compensated for work completed or costs incurred prior to the date of suspension. When work is suspended for cause, payments shall be withheld until all remedial action is completed by Consultant to the satisfaction of LPA and State, at Consultant's sole cost.

9. FINAL INVOICE AND PAYMENT

Upon completion of the Services under this Agreement, Consultant shall submit their final invoice. 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, it should be reflected on the final invoice. If a particular year's actual overhead has not yet been computed or approved by State, the most recent year's accepted rate should be applied.

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

10. AGREEMENT CLOSE-OUT

Upon submitting its final invoice, the Consultant must complete and submit to the LPA, or State on LPA's behalf, a Notification of Completion Form (NDOT Form 39). The form is available on State's website at <http://dot.nebraska.gov/business-center/consultant/> and must be submitted electronically in accordance with the instructions on the form.

11. INELIGIBLE COSTS

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 SCHEDULE section of this Agreement or as approved in writing by LPA, or State on LPA's behalf.

12. FEDERAL COST PRINCIPLES

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

13. SUBCONSULTANT OVER-RUNS AND UNDER-RUNS

Consultant shall require any subconsultant to notify Consultant if at any time the subconsultant determines that its costs will exceed its negotiated fee estimate (over-run). Consultant shall not allow any subconsultant costs to over-run without prior written approval of the LPA, or State on LPA's behalf. 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 LPA, or State on LPA's behalf, and, when applicable, Federal Highway Administration (FHWA).

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

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

- A. A description of the out-of-scope services,
- B. An explanation of why Consultant believes that the out-of-scope services are not within the original Scope of Services and additional work effort is required,
- C. An estimate of the cost to complete the out-of-scope services. Consultant must receive written approval from LPA, or State on LPA's behalf, before proceeding with the out-of-scope services. Before written approval will be given by LPA, or State on LPA's behalf, LPA or State must determine that the situation meets the following criteria:
 - 1) The out-of-scope services are not within the original Scope of Services and additional work effort is required;
 - 2) The out-of-scope services are within the basic scope of services under which Consultant was selected and Agreement entered into; and
 - 3) It is in the best interest of State that the out-of-scope services be performed under this Agreement.

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

The Consultant Work Order (CWO) – NDOT Form 251 shall be used to describe and provide necessary justification for the additional scope of services, effort, the deliverables, modification of schedule, and to document the cost of additional services. The CWO form is available on State's website at <http://dot.nebraska.gov/business-center/consultant/>. The CWO must be executed to provide authorization for the additional work and to specify when that work may begin. The agreement will be supplemented after one or more CWOs have been authorized and approved for funding.

15. TERMINATION COST ADJUSTMENT

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

16. AUDIT AND FINAL COST ADJUSTMENT

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

17. CONSULTANT COST RECORD RETENTION

Consultant shall maintain all books, documents, papers, detailed receipts, 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 (3) 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 State, FHWA, or any authorized representative of the federal government, and when requested, Consultant shall furnish copies.

A. 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 Agreement,
- (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:

B. General Liability –

- (1) Limits of at least:
 - a. \$ 1,000,000 Per Occurrence
 - b. \$ 2,000,000 General Aggregate
 - c. \$ 2,000,000 Completed Operations Aggregate (if applicable)
 - d. \$ 1,000,000 Personal/Advertising Injury
 - (2) Consultant shall be responsible for the payment of any deductibles.
 - (3) Coverage shall be provided by a standard form Commercial General Liability Policy covering bodily injury, property damage including loss of use, and personal injury.
 - (4) General Aggregate to apply on a Per Project Basis.
 - (5) LPA and the State of Nebraska, Department of Transportation ("State") shall be named as Additional Insureds on a primary and non-contributory basis including completed operations (the completed work/product) for three (3) years after the work/product is complete.
 - (6) Consultant agrees to waive its rights of recovery against LPA and State. Waiver of subrogation in favor of LPA and State shall be added to, or included in, the policy.
 - (7) Contractual liability coverage shall be on a broad form basis and shall not be amended by any limiting endorsements.
 - (8) If work is being done near a railroad track, the 50' railroad right of way exclusion must be deleted.
 - (9) 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 (5) years after final acceptance and payment.
 - (10) 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.")
- C. Pollution Coverage –**
- (1) 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 \$1,000,000 per occurrence or claim, and \$1,000,000 aggregate.

EXHIBIT "E"
INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICE PROVIDORS (LPA PROJECTS)

- (2) 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 Consultant.

D. Automobile Liability –

- (1) Limits of at least:
a. \$ 1,000,000 CSL Per Accident
- (2) Coverage shall apply to all Owned, Hired, and Non-Owned Autos.
- (3) Consultant agrees to waive its rights of recovery against LPA and State. Waiver of Subrogation in favor of LPA and State, shall be added to the policy.

E. Workers' Compensation –

- (1) Limits: Statutory coverage for the State where the project is located.
- (2) Employer's Liability limits:
a. \$100,000 Each Accident
b. \$100,000 Disease – Per Person
c. \$500,000 Disease – Policy Limit
- (3) Consultant agrees to waive its rights of recovery against LPA and State. Waiver of subrogation in favor of LPA and State must be added to, or included in, the policy

F. Professional Liability –

- (1) Limits of at least:
a. \$ 1,000,000 Per Claim
b. \$ 1,000,000 Annual Aggregate
- (2) Coverage shall be provided for three years after work/project completion.

G. Electronic Data and Valuable Papers –

- (1) Limits of at least:
a. \$100,000 Electronic Data Processing Data and Media
b. \$25,000 Valuable Papers

H. Umbrella/Excess –

- (1) Limits of at least:
a. \$ 1,000,000 Per Occurrence
b. \$ 1,000,000 Annual Aggregate
- (2) Policy shall provide liability coverage in excess of the specified Employers Liability, Commercial General Liability and Auto Liability.
- (3) LPA and State shall be "Additional Insureds".
- (4) Consultant agrees to waive its rights of recovery against LPA and State. Waiver of subrogation in favor of LPA and State shall be provided.

I. Additional Requirements –

- (1) If any of the work is sublet, equivalent insurance shall be provided by or on behalf of the subconsultant or subconsultants (at any tier).
- (2) Any insurance policy shall be written by an insurance company with a Best's Insurance Guide Rating of A – VII or better.
- (3) Prior to consultant beginning work on a project under this agreement, Consultant shall provide LPA and State evidence of such insurance coverage in effect in the form of an Accord (or equivalent) certificate of insurance executed by a licensed representative of the participating insurer(s). Certificates of insurance must show the LPA and State as the certificate holders.

EXHIBIT "E"
**INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICE PROVIDORS (LPA PROJECTS)**

- (4) For so long as insurance coverage is required under this agreement, Consultant shall notify LPA and State when Consultant knows, or has reason to believe, that any insurance coverage required under this agreement will lapse, or may be canceled or terminated. Consultant must forward any pertinent notice of cancellation or termination to LPA and State by mail to the address listed below (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 Consultant shall be sent to LPA, in care of LPA's

Responsible Charge, and to State at the following address:

Nebraska Department of Transportation
Consultant Services – Insurance
1500 Highway 2, P. O. Box 94759
Lincoln, NE 68509-4759
NDOT.ConsultantInsurance@nebraska.gov

- (5) 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.
- (6) The limits of coverage's set forth in this document are minimum limits of coverage. The limits of coverage shall not be construed to be a limitation of the liability on the part of Consultant or any of its subconsultants/tier subconsultants. The carrying of insurance described shall in no way be interpreted as relieving Consultant, subconsultant, or tier subconsultant of any responsibility or liability under the Agreement.
- (7) If there is a discrepancy of coverage between this document and any other insurance specification for this project, the greater limit or coverage requirement will prevail.

RESOLUTION 2019-198

WHEREAS, a core requirement of the Transportation Planning Process is the development of a multimodal Long Range Transportation Plan, identifying existing and projected deficiencies in the Transportation System within the urbanized area; and

WHEREAS, the City of Grand Island invited proposals for consulting services for a Travel Demand Model and Long Range Transportation Plan, according to the Request for Qualifications on file with the Engineering Division of the Public Works Department; and

WHEREAS, on February 26, 2019 proposals were received, reviewed and evaluated in accordance with established criteria in the RFQ; and

WHEREAS, HDR Engineering, Inc. of Omaha, Nebraska submitted a proposal in accordance with the terms of the Request for Qualifications and all statutory requirements contained therein and the City Procurement Code with the work performed at \$299,613.38; and

WHEREAS, the federal reimbursement amount is the actual costs, not to exceed the negotiated contract amount; and

WHEREAS, all aspects of the project must remain eligible for Federal funding and decisions made and actions taken for the project must have adequate supporting documentation filed.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of HDR Engineering, Inc. of Omaha, Nebraska for consulting services for a Travel Demand Model and Long Range Transportation Plan is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island.

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Adopted by the City Council of the City of Grand Island, Nebraska, June 25, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐
June 27, 2019	☐ City Attorney