



City of Grand Island

Tuesday, May 27, 2014

Council Session

Item G-17

**#2014-126 - Approving Agreement with Schemmer Associates, Inc.
for Construction Engineering Services for the State Street and
Capital Avenue Connector Trail Project**

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

Council Agenda Memo

From: Scott Griepenstroh, Project Manager

Meeting: May 27, 2014

Subject: Approving Agreement with Schemmer Associates, Inc. for Construction Engineering Services for the State Street and Capital Avenue Connector Trail Project

Item #'s: G-17

Presenter(s): John Collins, Public Works Director

Background

All agreements must be approved by the City Council.

The Federal-aid Transportation Enhancement (TE) Program provides funding to construct and restore transportation infrastructure that are not eligible to be funded through other programs. TE activities offer funding opportunities to help expand transportation choices and enhance the transportation experience. Project types eligible for this funding are hike/bike trails, historic preservation, and scenic or historic byways. Approved projects receive up to 80% Federal funding.

The State Street and Capital Avenue Connector Trail Project will construct a 0.5 mile, 10' wide concrete recreational trail for bicycle and pedestrian use in northwest Grand Island. This project will begin on the State Street Trail 0.25 mile west of US Highway 281, extend north within City right-of-way along the west side of the Moores Creek Drainway, and end at the west end of the concrete trail that was recently completed along Capital Avenue under project STPAA-5436 for the Eagle Scout Trail.

A pedestrian bridge will be constructed at the south end of the project over the drainage ditch that parallels State Street.

The 20% match for the project is provided by the City of Grand Island through the Capital Improvements Fund.

Discussion

The City of Grand Island solicited the Request for Proposals for Engineering Consulting Services related to the State Street and Capital Avenue Connector Trail on May 9, 2011.

The scope of services in the Request for Proposals included Construction Engineering Services.

Schemmer Associates, Inc. was selected to perform Construction Engineering Services based on qualifications detailed in the firm's on-call proposal to NDOR for these services, their experience with Federal Aid Transportation projects, and their familiarity with the State Street and Capital Avenue Connector Trail project design and specifications. Public Works Engineering Division staff conducted negotiations to determine the appropriate scope and fee to satisfy FHWA and NDOR requirements and to ensure quality construction inspection and project management.

The amount of hours calculated in the services for Construction Inspection and Material Sampling and Testing are considered appropriate; it is vital that observation and testing occur during all critical operations, such as concrete pavement placement and bridge construction. Schemmer Associates, Inc. project management staff will be required to conduct weekly on-site progress meetings. Schemmer Associates, Inc. will be paid a fixed-fee-for-profit of \$8,414.23 and up to a maximum amount of \$74,324.62 for actual costs in accordance with Exhibit "B", with a total amount of \$82,738.85.

Due to heavy project workload in this upcoming construction season, City staff will participate to a limited extent in construction oversight and project management tasks.

Construction is tentatively scheduled to begin in the summer of 2014. The project is expected to be completed in late fall of 2014.

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 approves the agreement with Schemmer Associates, Inc. to perform construction engineering services for the State Street and Capital Avenue Connector Trail Project.

Sample Motion

Move to approve the agreement with Schemmer Associates, Inc. to perform construction engineering services for the State Street and Capital Avenue Connector Trail Project.

**TASK ORDER AGREEMENT
CONSTRUCTION ENGINEERING, CONSULTANT
LPA PROJECTS**

CITY OF GRAND ISLAND
THE SCHEMMER ASSOCIATES, INC.
PROJECT NO. ENH-40(59)
CONTROL NO. 42650
GRAND ISLAND STATE STREET & CAPITAL AVE CONNECTOR

THIS AGREEMENT, made and entered into by and between the City of Grand Island, hereinafter referred to as the Local Public Agency or LPA, and The Schemmer Associates, Inc., hereinafter referred to as the "Consultant," and collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, in accordance with the terms of the Master Agreement for Consultant Services Project (Master Agreement), State Agreement No. BK1243, executed by the Consultant on February 16, 2012, and by the State of Nebraska Department of Roads (State) on March 5, 2012 and a supplemental agreement executed by the Consultant on February 14, 2014 and by the LPA on March 6, 2014, hereinafter referred to as "Supplemental Agreement No. 1", the State selected several consultants, including Consultant, to be available to complete services for various local public agency Federal-Aid projects, and

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

WHEREAS, the LPA has selected Consultant to provide Construction Engineering services hereinafter the "Services" for its project identified as Project No. ENH-40(59), and

WHEREAS, solely for convenience, consistency and in an attempt to obtain federal funding for the consultant services, the Parties intend that this task order agreement, herein after referred to as "Task Order", include some of the provisions of a March 5, 2012 Master Agreement for on-call services between Consultant and the State of Nebraska, Department of Roads, and

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

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

WHEREAS, the LPA and Consultant intend that this Task Order be completed in

accordance with the terms and conditions of the Nebraska LPA Guidelines Manual for Federal Aid Projects; hereinafter referred to as LPA Manual (See definition in Section 1), and

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

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

SECTION 1. DEFINITIONS (LPA Task Order)

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

"LPA" stands for Local Public Agency, and in this Task Order means City of Grand Island (city or county), unless the context otherwise requires. LPA may also be used to refer generally to other Local Public Agencies. Local Public Agencies include, but are not necessarily limited to; Nebraska Cities, Villages, Counties, Political Subdivisions, Native American Tribes, and other entities or organizations found to be eligible sub recipients of federal funds for transportation projects.

"CONSULTANT" means the firm of The Schemmer Associates, Inc. and any employees thereof, whose business and mailing address is 134 South 13th Street, Suite 1100, Lincoln, Nebraska, 68508.

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

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

"STATE" means the Nebraska Department of Roads in Lincoln, Nebraska, its Director, or authorized representative. The State represents the interests of the United States Department of Transportation on federally funded transportation projects sponsored by a sub recipient of federal funds and any reference to the "State" in this Task Order shall mean the State on behalf of the United States Department of Transportation.

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

"DOT" means the United States Department of Transportation, Washington, D.C.

20590, acting through its authorized representatives.

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

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

To "SUSPEND" the Task Order means that the LPA has determined that the conditions or intentions as originally existed have changed and that the Task Order as contemplated herein should be stopped on a temporary basis. This cessation will prevail until the State determines to abandon or terminate the Task Order or to reinstate it under the conditions as defined in this Task Order.

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

SECTION 2. TERM OF THE AGREEMENT

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

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

SECTION 3. TASK ORDER SCOPE OF SERVICES

LPA and Consultant understand that the Services provided by Consultant must be completed in accordance with all federal-aid reimbursement requirements and conditions. LPA and Consultant agree that the Scope of Services for this Task Order will be in two parts. Part one of the Scope of Services is contained within the General Scope of Services set out below. Part two of the Scope of Services is set out on the document attached hereto as Exhibit "A", entitled Scope of Services and Fee Proposal, which is hereby fully incorporated herein and made a part hereof by this reference. Exhibit "A" is the result of the following process:

- (1) LPA provided Consultant with a document describing the detailed proposed Scope of Services for this project
- (2) Consultant made necessary and appropriate proposed additions, deletions, and revisions to LPA's detailed Scope of Services document

(3) LPA and Consultant together reviewed the proposed Scope of Services, the proposed revisions and negotiated the final detailed Scope of Services and Fee Proposal document, which is attached as Exhibit "A".

Consultant and LPA have agreed that Exhibit "A" sets out the Services reasonably necessary and the costs reasonably estimated for Consultant Services to adequately observe, monitor, inspect, measure, manage, document and report so that LPA's project is constructed by the contractor in compliance with the Construction Contract Documents (definition below), the Manuals (definition below), State and Federal law, rule or regulation and policy.

General Scope of Services:

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

The Consultant shall review and have a working knowledge of the project plans, special provisions, standard specifications (the Standard Specifications for Highway Construction of NDOR (Current Edition)), change orders and all other project related contract documents for the construction of LPA's Federal-Aid project. The project plans, special provisions, standard specifications, and other contract documents are hereby incorporated by reference into this Task Order, as if they were fully set forth herein, and collectively, may be referred to as the Construction Contract Documents. Consultant shall assume the duties of "Inspector", (also referred to in the NDOR Construction Manual as "Construction Technician"); "Project Manager," and also "Engineer" (unless the context of use of the term "Engineer" would otherwise require), as those terms are defined and duties set out in the Standard Specifications for Highway Construction (2007 Edition). Consultant shall assume that it is responsible for all duties of the "Engineer" unless notified otherwise by RC on behalf of LPA.

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

(1) NDOR Construction Manual - Current Edition

(2) Materials Sampling Guide (NDOR)

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

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

The Consultant is required to use Trans*Port Site Manager as the construction record-keeping system for Services under this contract.

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

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

Additional Requirements:

- A. The Consultant shall advise the LPA when it appears any Disadvantaged Business Enterprise (DBE) working on the project is in need of assistance.
- B. The Consultant shall make every effort to assist the Contractor or any Subcontractor in interpreting Project Plans, Special Provisions, Standard Specifications, other Construction Contract Documents, or the Manuals.
- C. The Consultant will be present at the project site or available at LPA's Offices beginning on the date specified in the LPA's notice to proceed to the contractor, unless project work has not begun at the site; or, with at least 24 hours notice, at any prior date (1) when contract work begins or when materials are delivered to the project that need to be tested, sampled or inspected to verify conformance to the requirements of the Construction Contract Documents.
- D. The Consultant will promptly review and approve or reject all construction work on the project, with the right, but not the duty, for the State and FHWA to review for compliance or funding eligibility.
- E. All reports of field tests performed by the Consultant will be submitted weekly to the State Representative (two copies). Consultant will take prompt and appropriate action to reject or cause Contractor to remedy the work or materials that do not conform to the contract documents.
- F. The Consultant shall comply with all Federal, State and local laws, rules or regulations, policies or procedures, and ordinances applicable to the work contemplated in this Task Order.
- G. Project time delays attributed solely to the Contractor will constitute a basis for a request for an equivalent extension of time for the Consultant. The Parties understand that federal reimbursement of extra compensation must be approved in advance as described in the Fees and Payments Section of this Task Order.
- H. The sampling and testing type, method and frequency must be completed by Consultant according to the current State of Nebraska Manuals, including the Materials Sampling Guide and the State Standard Methods of Tests (www.dor.state.ne.us), and the Construction Contract Documents. For sampling or testing issues or situations that are not covered in the Construction Contract Documents or the Manuals, Consultant shall notify LPA, provide its advice and request that LPA decide what testing type, method or frequency should be applied for this project. Any test methods or procedures that are proposed to be used and

are not covered by NDOR procedures must receive prior concurrence for use from NDOR and FHWA.

SECTION 4. STAFFING PLAN (TO CE)

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

Personnel who are added to the Staffing Plan as replacements must be persons of comparable training and experience. Personnel added to the Staffing Plan as new personnel and not replacements must be qualified to perform the intended services. Failure on the part of the Consultant to provide acceptable replacement personnel or qualified new personnel to keep the services on schedule will be cause for termination of this Task Order, with settlement to be made as provided in the SUSPENSION, ABANDONMENT, OR TERMINATION section of this Task Order.

SECTION 5. NEW EMPLOYEE WORK ELIGIBILITY STATUS

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

Neb.Rev.Stat. § 4-114. I certify compliance with the provisions of Section 4-114 and, hereby certify that this Consultant shall register with and use a federal immigration verification

system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. I agree to require all Subconsultants, by contractual agreement, to require the same registration and verification process.

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

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

SECTION 6. NOTICE TO PROCEED AND COMPLETION

The LPA will issue Consultant a written Notice-to-Proceed upon 1) full execution of this Task Order, 2) LPA's determination that federal funding approval has been obtained for the project and 3) State's concurrence that the form of this Task Order is acceptable for federal funding eligibility. Any work or services performed by Consultant on the project prior to the date specified in the written Notice-to-Proceed will not be eligible for reimbursement.

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

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

SECTION 7. FEES AND PAYMENTS

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

For performance of the services under the terms of this Task Order, the Consultant will be paid a fixed-fee-for-profit of \$8,414.23 and up to a maximum amount of \$74,324.62 for actual costs in accordance with Exhibit "B". The total Task Order amount is \$82,738.85.

SECTION 8. PROFESSIONAL PERFORMANCE (CE Task Order 12-19-11)

The Consultant understands that the LPA will rely on the professional training, experience, performance and ability of the Consultant. Examination by the LPA, State, or FHWA, or acceptance or use of, or acquiescence in the Consultant's work product, will not be considered to be a full and comprehensive examination and will not be considered approval of the Consultant's work product which would relieve the Consultant from liability or expense that would be connected with the Consultant's sole responsibility for the propriety and integrity of the professional work to be accomplished by the Consultant pursuant to this Task Order. The Consultant further understands that acceptance or approval of any of the work of the Consultant by the LPA or concurrence by the State/FHWA or of payment, partial or final, will not constitute a waiver of any rights of the LPA to recover from the Consultant, damages that are caused by the Consultant due to error, omission, or negligence of the Consultant in its work. That further, if due to error, omission, or negligence of the Consultant, the work product of the Consultant is found to be in error or there are omissions therein revealed during or after the construction of the project and revision, reconsideration or reworking of the Consultant's work product is necessary, the Consultant shall make such revisions without expense to the LPA. The Consultant shall respond to the notice of any errors, omissions or negligence within 24 hours and give immediate attention to necessary corrections. If the Consultant discovers errors, omissions, or negligence in its work, it shall notify the LPA within 24 hours. Failure of the Consultant to notify the LPA will constitute a breach of this Task Order. The Consultant's legal liability for all damages incurred by the LPA caused by error, omission, or negligent acts of the Consultant will be borne by the Consultant without liability or expense to the LPA.

SECTION 9. SUSPENSION, ABANDONMENT OR TERMINATION (2/8/12)

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

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

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

SECTION 10. SECTIONS INCORPORATED BY REFERENCE:

For the convenience of the Parties, for consistency for funding review, and in an effort to reduce the length of this Task Order, LPA and Consultant agree to be bound by and hereby incorporate by this reference as if fully set forth herein, Sections 12 through 18 and 20 through 27 of the Master Agreement for on-call construction engineering services for LPA projects between the Nebraska Department of Roads and Consultant, dated March, 2010, with one recurring change:

The name of LPA should be substituted in for any reference in that Master Agreement to State, State of Nebraska, Director or the Nebraska Department of Roads, unless the context would otherwise require. The LPA and Consultant agree to meet the requirements of all incorporated provisions and represent that by signing this Task Order, they expressly certify to any required certifications contained in those provisions.

Although some of the provisions of the Master Agreement are incorporated herein by reference, it is understood that the Nebraska Department of Roads is not a party to this Task Order and shall have no obligations or duties under this Task Order.

SECTION 11. RESPONSIBILITY FOR CLAIMS AND LIABILITY INSURANCE (LPA)

The Consultant agrees to save harmless the LPA and State/FHWA from all claims and liability due to the error, omission or negligence of the Consultant or those of the Consultant's agents or employees in the performance of services under this Task Order. Further, it is expected that in carrying out the work under this Task Order, 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 Task Order shall be interpreted to relieve Consultant from any liability it would otherwise have to LPA or State in carrying out the work under this Task Order.

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

SECTION 12. CONSULTANT CERTIFICATIONS

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

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

B. Neb. Rev. Stat. §§ 81-1717 and 1718. I hereby certify compliance with the provisions of Sections 81-1717 and 1718 and, except as noted below neither I nor any person associated with the firm in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position involving the administration of federal funds:

1. Has employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this agreement, or
2. Has agreed, as an express or implied condition for obtaining this agreement, to employ or retain the services of any firm or person in connection with carrying out this agreement, or
3. Has paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with procuring or carrying out this agreement, except as here expressly stated (if any).

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

1. Instructions for Certification

- a. By signing this agreement, the Consultant is providing the certification set out below.
- b. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this project. The Consultant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the State's determination whether to enter into this agreement. However, failure of the Consultant to furnish a certification or an explanation will disqualify the Consultant from participation in this agreement.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the State determined to enter into this agreement. If it is later determined that the Consultant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the State may terminate this agreement for cause or default.
- d. The Consultant shall provide immediate written notice to the State if at any time the Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.
- f. The Consultant agrees that should the proposed covered transaction be entered into, it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the State before entering into this agreement.
- g. The Consultant further agrees to include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the State without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- h. The Consultant in a covered transaction may rely upon a certification of a prospective Subconsultant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Consultant may decide the method and frequency by which it determines the eligibility of its principals.
- i. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the Consultant is not required to exceed

that which is normally possessed by a prudent person in the ordinary course of business dealings.

- j. Except for transactions authorized under paragraph f of these instructions, if the Consultant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the State may terminate this agreement for cause or default.

2. Certification Regarding Debarment, Suspension, and Other Responsibility

Matters - Primary Covered Transactions

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

SECTION 13. LPA CERTIFICATION

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

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

I acknowledge that this certification is to be furnished to the FHWA, upon their request,

in connection with this Task Order involving participation of Federal-Aid highway funds and is subject to applicable state and federal laws, both criminal and civil.

SECTION 14. ALL ENCOMPASSED

This instrument embodies the entire agreement of the Parties. There are no promises, terms, conditions, or obligations other than contained herein, and this agreement supersedes all previous communications, representations, or other agreements or contracts between LPA and Consultant, 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 the Consultant this _____ day of _____, 2014.

THE SCHEMMER ASSOCIATES, INC.
Doug Holle

Principal

STATE OF NEBRASKA)
)ss.
LANCASTER COUNTY)

Subscribed and sworn to before me this _____ day of _____, 2014.

Notary Public

EXECUTED by the (LPA) this _____ day of _____, 2014.

CITY OF GRAND ISLAND
Jay Vavricek

Mayor

Subscribed and sworn to before me this _____ day of _____, 2014.

Clerk

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

Date

Exhibit "A"
SCOPE OF SERVICES

CONSTRUCTION ENGINEERING
for

Project Name: Grand Island State Street & Capital Avenue Connector Trail
Project Number: ENH-40(59)
Control Number: 42650

A. PROJECT DESCRIPTION

This scope provides for construction engineering services for the Grand Island State Street & Capital Avenue Connector Trail in Hall County, Nebraska. The project consists of the following improvements: Grading, Concrete Pavement, Culverts and General Items.

The Schemmer Associates, (Consultant) shall serve as agent for the City of Grand Island, (LPA), representing the LPA in all matters related to construction engineering services for this project.

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

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

The assumed construction duration is 35 working days over 10 weeks during 2014.

B. APPLICABLE PUBLICATIONS

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

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

C. LPA SHALL PROVIDE

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

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

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

D. CONSULTANT SHALL PROVIDE

1. Project Management and Coordination. This task includes activities to initiate and monitor project schedules, workload assignments and internal cost controls throughout the project. Also included are efforts to prepare and process invoices and monthly progress reports; prepare project correspondence with the LPA and/or NDOR; maintain project records; and perform other duties of the Project Manager as defined in the NDOR Standard Specifications for Highway Construction.

1.1 Project Management activities shall include the following:

- Project Management – Provide management of project including staffing, scheduling, invoicing, progress reports, and coordination with designer.
- Prepare Change Orders and submit copies to the appropriate parties for approval and full execution.
- Maintain detailed Project Records and keep them current. All records shall be available at the LPA's office.
- Generate contractor's progress and final Estimates in Site Manager
- Review Contractor's Construction Schedule
- Coordinate with LPA and RC regarding all project activities.
- Make entries of project data and diary information into Site Manager on a daily basis. Insure that inspectors and lab personnel are maintaining appropriate daily work reports and all material records.

2. Meetings. Project staff will meet with the LPA, the Contractor, and NDOR when requested by the State, and prepare minutes of the meeting. For some projects, a public meeting may be held and the consultant's attendance may be required.

- 2.1 Construction Inspection Planning Meeting - The LPA shall coordinate this meeting prior to start of construction to ensure roles and responsibilities are clear. Attendees should include the LPA RC, construction inspection personnel and NDOR State Representative.
- 2.2 Pre-Construction Meeting - Prepare the agenda, attend, and distribute meeting notes.
- 2.3 Construction Progress Meetings - Prepare the agenda, attend, and conduct periodic progress meetings with the LPA and/or NDOR personnel, contractor, sub-contractors, utility personnel, and other agencies affected by the project. FHWA shall be included for full Federal oversight projects. There will be approximately 10 meetings.
- 2.4 ~~Public Meeting - Assist the LPA with scheduling and conducting a Public Meeting with Contractor and Residents prior to the start of project.~~
- 2.5 Assume 11 trips to the project site for meetings.

3. Traffic Control Plan. Consultant shall prepare a traffic control plan for the project site. These plan sheet(s) are to be signed by a Professional Engineer licensed in the State of Nebraska. Traffic Control plans shall be reviewed by the State Representative prior to placing in service (Owner will use checklist 12-72 to audit and document the Consultant's completion of this activity). Once the plans are completed, they are to be submitted to the Person of Responsible Charge (RC). Assume one traffic control plan will be developed.

3.1 Prepare Traffic Control Plan in accordance to NDOR Standard Plans, MUTCD and the NDOR Supplement to the MUTCD. Sign and seal plans.

~~3.2 Review and approve Traffic Control Plan (if Completed by Contractor) for conformance to the Contract's Special Provisions.~~

3.3 Submit Plans to the RC for their records.

4. SWPPP Inspections/Manual Updates. Consultant shall conduct inspections bi-weekly and after every 1/2" or greater rain event according to permit regulations. The Stormwater

Project Number: ENH-40(59)

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Construction Engineering Services

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Exhibit "A"

Pollution Prevention Plan (SWPPP) Manual shall be updated according to NDOR and/or LPA requirements.

- 4.1 Conduct 11 Inspections
- 4.2 Update SWPPP Manual and Temporary Erosion Control Plan
- 4.3 Assume 4 trips to the project site for SWPPP Inspections. This assumes the on-site construction inspector will conduct 7 SWPPP inspections from notice to proceed to substantial completion. 4 trips are assumed to be needed outside of this timeframe until the establishment of vegetation.

5. Construction Survey/Staking.

- 5.1 Consultant to prepare electronic CADD files to be made available to the Contractor on request. The Contractor is responsible for the construction staking on this project.
- 5.2 Consultant to recover/reset existing control at the beginning of the project for Contractor's use.
- 5.3 Consultant to acquire field cross sections at plan culvert locations to use for developing a culvert order list. Includes staking plan end of pipe at each location (8 locations).
- 5.4 Assume 1 trip to the project site for construction survey/staking. Includes one overnight stay for survey crew.

6. Construction Consultation/Site Manager & Daily Work Report (DWR). Consultant shall contact RC/Designer as needed to obtain plan clarifications/interpretations. Maintain and review project materials and promptly enter information into Site Manager.

- 6.1 Construction Consultation/SiteManager & Daily Work Report (DWR)
 - Review and Enter Data into SiteManager
 - Maintain Project Field Diaries, Files, and Record data in SiteManager
 - Document and Review Daily Work Reports (DWRs)

7. Girder Shim Surveying. (Bridge Projects Only) The Designer (PE) shall determine the girder shim values, which are defined as the differences in elevation between the top of girder elevation and the top of slab elevation necessary at known points along the length of the girder during placement of the deck to result in the finished top of slab elevation to be correct after the girder has deflected under the weight of the slab.

7.1 Girder Shim Surveying

- ~~Shim shots will be taken at the locations as determined by the designer.~~
- ~~Elevations and rod readings need to be recorded by Consultant and submitted to PE at the time the shim shots are taken.~~

8. Perform Bearing Calculations. ~~If pile driving is required on the project, the Consultant shall perform bearing capacity calculations in accordance with the NDOR Construction Manual.~~

8.1 Perform Bearing Calculations

9. Construction Inspection. Consultant shall perform material sampling and testing and complete inspection work and project management in accordance with the references list in Section B of this Exhibit. Consultant shall assume the duties of "Inspector, (also referred to in the NDOR Construction Manual as "Construction Technician"), "Project Manager", and also "Engineer" (unless the context of use of the term "Engineer" would otherwise require), as those terms are defined and duties set out in the Standard Specifications for Highway Construction. Consultant shall assume that it is responsible for all duties of the "Engineer" unless notified otherwise by RC on behalf of LPA.

- 9.1 Construction Inspection: Duties for construction inspection will include, but are not limited to, the following items:
 - Conduct wage rate interviews and review payrolls for correctness and Davis-Bacon Wage Rate compliance

Project Number: ENH-40(59)

Control Number: 42650

Construction Engineering Services

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Exhibit "A"

- Verify that the performance of the work is in conformance with the plans, specifications, and special provisions.
 - Conduct reviews for compliance with Disadvantaged Business Enterprise (DBE) commitments
 - The Consultant is required to create checklists to document assessment and compliance with all environmental commitments for the project. An Environmental Compliance Inspection Audit will be conducted by NDOR personnel. (NDOR will use checklist 12-20 to document the audit of the Consultant.) The environmental check list is to monitor and document construction activities for compliance with NEPA (Environmental Review Checklist, Section 404, NPDES, SWPPP, Threatened and Endangered Species, etc.)
 - NDOR will provide the Initial Threatened and Endangered Species surveys required as outlined in the conservation conditions; and follow up survey training for the Consultant's environmental inspection personnel. Follow-up surveys as may be required will be the responsibility of the Consultant. Any required surveys for compliance with the Migratory Bird Treaty Act will also be the responsibility of the Consultant. NDOR will not conduct these surveys.
 - The Consultant will provide NDOR 30 days advance notice of the need for the initial T&E surveys so that NDOR personnel can be scheduled to perform this work.
 - Review work zone traffic control devices daily and, at a minimum weekly interval, conduct a nighttime drive through review of temporary traffic control devices (per ATSSA Quality Standards for Work Zone Traffic Control Devices). Perform reflectivity check (DR form 481) of temporary devices at the start of construction activities and at six (6) month intervals or as conditions warrant.
 - Collect, sign/date, and file all delivery tickets and material certifications. All required material certifications shall be submitted to NDOR Materials & Research Division accompanied by a completed DR-12 sample ID form or Site Manager Sample Record ID.
 - ~~Consultant shall review and approve shop drawings. (see Other 14.1)~~
 - Draft and review change order or time extension request including explanation of the issue and resolution and the justification for accepted prices and forward to RC. Once reviewed by NDOR and FHWA, proceed with the approval process. Forward a signed hardcopy to NDOR for further processing.
 - Communicate and coordinate plan revisions and change orders with the Designer.
 - ~~Prepare a field checked culvert order-list (see Other 14.2)~~
 - ~~Prepare guardrail order-list~~
 - Generate periodic progress estimates using SiteManager and forward to RC for further approval.
 - Review critical path schedule prepared by the Contractor for appropriateness and Current Controlling Operation (CCO) designation.
 - On bridge projects, the Inspector shall take periodic survey shots with the assistance of one of the Contractor's to ensure compliance with the plans.
- 9.2 Measure, calculate, and document quantities of pay items
- 9.3 Keep all records and data up-to-date so that all necessary information appears on the Weekly Report of Working Days when they are generated at mid-week.
- 9.4 Assume 20 trips to the site for construction inspection for the Inspector, and 2 trips to the site for the Project Manager. Inspector is assumed to stay overnight 3 nights per week over a ten week period and make two trips per week.

10. Perform Material Sampling and Testing. The Consultant shall perform material testing as required in accordance with the references list in Section B of this Exhibit. All testing and sampling personnel shall be certified to perform these duties in accordance with the NDOR Materials Sampling Guide section 28. All non-NDOR Laboratories shall be pre-qualified by

Project Number: ENH-40(59)

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Construction Engineering Services

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Exhibit "A"

NDOR's Materials and Research Division to conduct the testing they are contracted to perform.

NDOR SHALL PROVIDE:

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

All Aggregate

- Quality and Soundness acceptance testing
- Gradation verification testing

PG Binders & Emulsions

- All required acceptance testing

All Steel Products

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

Chemical Lab

- All required source pre-approval and acceptance testing

Smoothness

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

CONSULTANT SHALL PROVIDE:

10.1 Collect, verify, document and deliver all samples to testing lab

10.2 Collect, verify, document and deliver a copy of all required material certifications to the NDOR Materials and Research Central Lab.

10.3 Review and document test results of all samples and coordinate with owner for acceptance and incorporation into the project.

10.4 Assume 3 trips to the project site and NDOR for collecting and delivering samples for Material Sampling and Testing.

10.5 Assume no time for trips to the concrete plant for aggregate sampling and splitting observation (this is included under hours assumed for Task 9).

11. As-Built Drawings. Prepare As-built drawings according to the LPA manual and the current directions from the NDOR Final Review Section.

11.1 As-Built Drawings

12. Final Inspections. Consultant shall prepare a punch list of items for the project site and conduct a final project walk-through inspection with the LPA RC and NDOR State Representative to verify that corrective work identified on the punch list has been completed.

12.1 Walkthrough of Site and Preparation of Punch List

12.2 Review Project to verify that Punch List work has been completed (Owner will use LPA Manual checklist 12-75 to audit and document the Consultant's completion of this activity)

13. Project Closeout. Assist RC with compiling project construction records as requested. Assemble and transmit Final Construction Records to LPA RC in paper format (printed single sided), including:

13.1 Project Closeout activities shall include the following:

- Project Manager's Final Estimate
- Copy of Consultant PM's (representing LPA) Concurrence/Non-Concurrence Letter w/ Certified Mail Receipt Enclosed.

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Exhibit "A"

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

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

- 14.1 Culvert Order List: compare field cross sections with plan culvert cross sections, adjust as necessary, develop and distribute order list.
- 14.2 Consultant shall review and approve shop drawings. Consultant shall coordinate with NDOR and City.

E. SCHEDULE

- 1. Notice to Proceed: The notice to proceed will be issued following execution of the agreement for Construction Engineering Services and NDOR approval.

State of Nebraska Department of Roads
Material Sampling and Testing Summary
Contract ID 4650X
Control Number 42650 000
Project Number ENH-40(59)
Location STATE ST. & CAPITAL AVE., CONNECTOR TRAIL, GRAND ISLAND
Type of Work GRAD CONC PAVE CULV
Letting Date October 10, 2013

These are estimated quantities for materials that need to be tested for this project.
Items that require certifications or letters of compliance are not listed. Please refer to Materials Sampling Guide for those items and for frequency of materials that need to be submitted to MDR for verification testing.

EXHIBIT "A"

Group		Line Item	Item Code	Description	Quantity	Unit	Test Description	Number of Tests	Comments	Guidance
GROUP 1 GRADING		0005	1030.00	EARTHWORK MEASURED IN EMBANKMENT	671.000	CY	Lab Standard Proctor Test	1		
		0015	3016.71	6" CONCRETE CLASS 47B-3500 BIKEWAY	3117.000	SY	Field Density Test	3	In-place moisture-density tests for each 1000 ft. depending on soil type or as needed is indicated by changes in soil material.	
		0016	4159.55	EPOXY COATED REINFORCING STEEL	3993.000	LB	Sample for Quality	1	Sample required if from a non-approved stock	
		0019	6010.22	CLASS 47B-3000 CONCRETE FOR BRIDGE	48.100	CY	Sample for Quality	1	2-6" samples unless from approved stock	
		0022	7110.04	4 FOOT CHAIN-LINK FENCE	64.000	LF	Sample for Quality	1	One sample & 1' long from one of each 50 spoils	
		0023	7115.04	END POST FOR 4 FOOT CHAIN-LINK FENCE	2.000	EACH	Sample for Quality	1	One sample of each type	
		0024	7116.04	CORNER POST FOR 4 FOOT CHAIN-LINK FENCE	1.000	EACH	Sample for Quality	1	One sample of each type	
		0026	7380.20	REMOVABLE ROLLARD	1.000	EACH				
		0027	8091.00	GRANULAR BACKFILL	46.700	CY	Sample for Quality	1	Sample required if from a non-approved stock	
		0028	9173.20	SUBGRADE PREPARATION	3117.000	SY	Lab Standard Proctor Test/Quality	1	In-place moisture-density tests for each 1000' or less and for each 1' in thickness or fraction thereof. 60lb sample 10 lb sample for each 750CY	
GROUP 4 CULVERTS		0033	4024.55	FLUME SPILLWAY	46.000	LF	Field Density Test	3	In-place moisture-density tests for each 1000' or less, depending on soil type or as needed is indicated by changes in soil material.	
		0034	4100.06	CLASS 47B-3000 CONCRETE FOR HEADWALL	4.800	CY	Sample for Quality	1	Sample required if from a non-approved stock	
		0035	4105.59	CLASS 47B-3000 CONCRETE FOR INLET AND JUNCTION BOX	11.200	CY	Sample for Quality	1	Sample required if from a non-approved stock	
		0036	4150.02	EPOXY COATED REINFORCING STEEL FOR HEADWALL	576.000	LB	Sample for Quality	1	Sample required if from a non-approved stock	
		0039	4024.55	FLUME SPILLWAY	46.000	LF	Field Density Test	3	In-place moisture-density tests for each 1000' or less, depending on soil type or as needed is indicated by changes in soil material.	
		0040	4100.06	CLASS 47B-3000 CONCRETE FOR HEADWALL	4.800	CY	Sample for Quality	1	Sample required if from a non-approved stock	
		0041	4105.59	CLASS 47B-3000 CONCRETE FOR INLET AND JUNCTION BOX	11.200	CY	Sample for Quality	1	Sample required if from a non-approved stock	
		0042	4150.02	EPOXY COATED REINFORCING STEEL FOR HEADWALL	576.000	LB	Sample for Quality	1	Sample required if from a non-approved stock	
		0043	4024.55	FLUME SPILLWAY	46.000	LF	Field Density Test	3	In-place moisture-density tests for each 1000' or less, depending on soil type or as needed is indicated by changes in soil material.	
		0044	4100.06	CLASS 47B-3000 CONCRETE FOR HEADWALL	4.800	CY	Sample for Quality	1	Sample required if from a non-approved stock	

State of Nebraska Department of Roads
Material Sampling and Testing Summary
Contract ID 4650X
Control Number 42650 000
Project Number ENH-40(159)
Location STATE ST. & CAPITAL AVE., CONNECTOR TRAIL, GRAND ISLAND
Type of Work GRAD CONC PAVE CULV
Letting Date October 10, 2013

These are estimated quantities for materials that need to be tested for this project. Items that require certifications or letters of compliance are not listed. Please refer to Materials Sampling Guide for those items and for frequency of materials that need to be submitted to NDR for verification testing.

EXHIBIT "A"

Group	Line Item	Item Code	Description	Quantity	Unit	Test Description	Sample for Quality	Number of Tests	Comments	Guidance
	0037	4155.55	Reinforcing Steel - Epoxy - Field Sample EPOXY COATED REINFORCING STEEL FOR INLET AND JUNCTION BOX	520.000	LB		Sample for Quality	1	2'-6" samples unless from approved stock	SG-16 KAREL
			Reinforcing Steel - Epoxy - Field Sample				Sample for Quality	1	2'-6" samples unless from approved stock	SG-16 KAREL

Concrete Calculations			
Conversion Factor			
47B-3500 and 47B-3000	CY	Agg/CY PCC	479.45
Fine Agg	0.806	CY Agg/CY PCC	
Coarse Agg	0.3618	CY Agg/CY PCC	
1PF Cement	564	lbs/CY PCC	
Bid Item Summary: 594.85			
	CY		215.22
			167.75
Totals			

Agg/Cement Sampling & Testing Totals			
Fine Agg	1.3	tons/CY Agg	623.28
Coarse Agg	1.25	tons/CY Agg	269.02
1PF Cement	n/a	Tons	167.75
Fine Agg Gradation			
One Test every 1500 tons	1		
Fine Agg Quality			
One Test every 4500 tons; NDR will test these samples	1		
Coarse Agg Gradation			
One Test every 1500 tons	1		
Coarse Agg Quality			
One Test every 4500 tons; NDR will test these samples	1		
1PF Cement Sample			
One Test every 750 tons; NDR will test these samples	1		

** These totals assume all concrete produced by at a single source.

SG-16 BEASON
SG-16 BEASON
SG-16 MASTERS

State of Nebraska Department of Roads
Required Document List

Contract ID 4650X
Control Number 42650 000
Project Number ENH-40(59)
Location STATE ST. & CAPITAL AVE., CONNECTOR TRAIL, GRAND ISLAND
Type of Work GRAD CONC PAVE CULV
Letting Date October 10, 2013

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

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

Group	Line Item	Item Code	Description	Quantity	Unit	Acceptance Method	Reference Book	M&R Contact
GROUP 1 G 0001	0001	0030.10	MOBILIZATION	1,000	LS			
	0002	1009.00	GENERAL CLEARING AND GRUBBING	1,000	LS			
	0003	1011.00	WATER	11,000	MGAL			
	0004	1016.00	RE-ESTABLISH PROPERTY CORNER	4,000	EACH			
	0005	1030.00	EARTHWORK MEASURED IN EMBANKMENT	671,000	CY			
	0006	1101.25	Soil Density-embankment			TOS	SG-9	CHURCHWELL
	0007	1107.00	SAWING PAVEMENT	74,000	LF			
	0008	1136.11	REMOVE WALK	165,000	SY			
	0009	1006.00	REMOVE	111,100	SY			
	0010	1019.12	COVER CROP SEEDING	1,800	ACRE			
GROUP 3 C 0012	0011	1022.11	EROSION CONTROL, CLASS 1C	992,000	SY			
	0012	1022.11	FABRIC SILT FENCE-LOW POROSITY	3173,000	LF	APL	NSS807	DONDLINGER
	0013	0030.30	MOBILIZATION	1,000	LS			
	0014	1021.25	REMOVE AND RESET POST	1,000	EACH			
	0015	1910.16	CONSTRUCTION ENTRANCE	1,000	LS			
	0016	3016.71	6" CONCRETE CLASS 47B-3500 BIKEWAY	3117,000	SY			
	0017		Portland Cement Blended-IPF, IPN, IPF/S			TOS	SG-16	KRASON
	0018		White Pigmented Cure Compound-Field User			TOS	SG-16	KRASON
	0019		Class B Aggregate			APL/TOS	SG-16	KRASON
	0020		Class E Aggregate			TOS	SG-16	BEASON
GROUP 4 C 0031	0021	4159.55	Class E Aggregate	3993,000	LB			
	0022	6000.10	EPOXY COATED REINFORCING STEEL			TOS/COT	NSS1021	KAREL
	0023	6000.11	Reinforcing Steel - Epoxy - Field Sample	86,000	LS	TOS/COT		
	0024	6010.22	Reinforcing Steel-Epoxy-#4(pretested)x	64,000	LS			
	0025		ABUTMENT NO.1 EXCAVATION	48,100	CY			
	0026		ABUTMENT NO.2 EXCAVATION					
	0027		CLASS 47B-3000 CONCRETE FOR BRIDGE					
	0028		Portland Cement Blended-IPF, IPN, IPF/S			TOS	SG-16	KRASON
	0029		White Pigmented Cure Compound-Field User			TOS	SG-16	KRASON
	0030		Class B Aggregate			APL/TOS	SG-16	KRASON
GROUP 10 I 0039	0031	7316.00	Class E Aggregate	1,000	EACH			
	0032	7360.20	White Pigmented Cure Compound-Field User			COC	PLANS	KAREL
	0033		Portland Cement Concrete			TOS	SG-16	BEASON
	0034		Class B Aggregate			TOS	SG-16	BEASON
	0035		Class E Aggregate			TOS	SG-16	BEASON
	0036		Class B Aggregate			TOS	SG-16	BEASON
	0037		Class E Aggregate			TOS	SG-16	BEASON
	0038		Class B Aggregate			TOS	SG-16	BEASON
	0039		Class E Aggregate			TOS	SG-16	BEASON
	0040		Class B Aggregate			TOS	SG-16	BEASON

State of Nebraska Department of Roads
Required Document List

Contract ID 4650X
Control Number 42650 000
Project Number ENH-40(S9)
Location STATE ST. & CAPITAL AVE., CONNECTOR TRAIL, GRAND ISLAND
Type of Work GRAD CONC PAVE CULV
Letting Date October 10, 2013

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

Group	Line Item	Item Code	Description	Quantity	Unit	Acceptance Method	Reference Book	M&R Contact
	0041	0010.04	FIELD OFFICE	1,000	EACH			
	0042	0030.00	MOBILIZATION	1,000	LS			
	0043	1017.50	CONSTRUCTION STAKING AND SURVEYING	1,000	LS			
	0044	9110.01	RENTAL OF LOADER, FULLY OPERATED	10,000	HOUR			
	0045	9110.03	RENTAL OF DUMP TRUCK, FULLY OPERATED	10,000	HOUR			
	0046	9110.07	RENTAL OF SKID LOADER, FULLY OPERATED	10,000	HOUR			
	0047	9110.27	RENTAL OF CRAWLER MOUNTED HYDRAULIC EXCAVATOR,	10,000	HOUR			
	0048	1022.90	TEMPORARY SILT FENCE	500,000	LF	APL	NSS809	DONDLINGER
	0049	1032.70	TEMPORARY MULCH	2,000	TON			
			BUY AMERICA CERTIFICATION (PRIME CONTRACTOR)			CC	SP-74	KAREL

CONSTRUCTION ENGINEERING SERVICES
Staffing Plan

Project Name: Grand Island State St & Capital Ave Connector
Control Number: ENH-40(69)
Location (City, County): Grand Island, Hall County
Firm Name: Schiemmer
Consultant Project Manager: Doug Holle
Phone/Fax: 402-488-2500, dholle@schiemmer.com
LPA Responsible Charge: Scott Ghippenstroh
Phone/Fax: 308-385-5444, ext 265, scottg@grand-island.com
NDOR Project Coordinator: Ashley Taft, Sinclair Hill
Phone/Fax: (402) 476-7331, staff@sinclairhill.com
Date: January 14, 2014

Add
Logo Here

Labor Costs:		Hours	Blended Rate	Amount
Code	Classification Title			
PR	Principal	4	\$65.55	\$262.20
PM	Project Manager	149	\$49.00	\$7,301.00
ENG	Engineer	14	\$46.76	\$654.34
DES	Designer/CADD Technician	4	\$26.46	\$106.34
SCM	Survey Crew Chief	18	\$23.25	\$418.50
SCM	Survey Crew Member	18	\$19.23	\$346.14
INSP 2	Inspector 2	495	\$26.93	\$13,142.25
INSP 1	Inspector 1	23	\$22.60	\$518.30
ADM	Administrative	4	\$17.84	\$71.36
RLS	RLS	2	\$38.00	\$76.30
TOTALS		731		\$22,697.73

Overhead Rate*: 172.20% Fee for Profit Rate*: 13.50%
* Enter firms most recent Audited Overhead Rate, and Fee for Profit Rate calculated from the NDOR Fixed Fee Worksheet (available on the NDOR website).

CLASSIFICATIONS**:
PR = Principal SCC = Survey Crew Chief ADM = Administrative
PM = Project Manager SCM = Survey Crew Member RLS = RLS
ENG = Engineer INSP 2 = Inspector 2 UD2 = User Defined 2
DES = Designer/CADD Technician INSP 1 = Inspector 1

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

Blended Rates Table

EMPLOYEE NAME		STAFFING PLAN CLASSIFICATION ¹ & CERTIFICATIONS		SALARY RATE	% ASSIGNED ²
Principal	Steve Kathol	Principal/Senior Bridge Engineer		\$59.01	30%
	Charly Huddleston	Principal		\$68.35	70%
				Blended Rate:	\$65.55
Project Manager	Doug Holle	Project Mngt/Senior Roadway Engineer		\$49.00	100%
				Blended Rate:	\$49.00
Engineer	Doug Holle	Project Mngt/Senior Roadway Engineer		\$49.00	75%
	Dann Brown	Bridge Engineer		\$40.04	25%
				Blended Rate:	\$46.76
Design/CADD Technician	Megan Starnier	Engineering Technician		\$21.42	40%
	Kevin Snook	Transportation Designer		\$33.25	40%
	Terry Notha	Engineering Technician		\$22.98	20%
				Blended Rate:	\$26.46
Survey Crew Chief	Tony Bruckner	RLS/Crew Chief		\$29.01	34%
	Ray Flock	Crew Chief		\$19.76	33%
	Kevin Kittenidge	Crew Chief		\$20.80	33%
				Blended Rate:	\$23.25
Survey Crew Member	Sean Conway	Crew Member		\$18.72	34%
	Adam Bessinger	Crew Member		\$20.28	33%
	Kim Greiner	Crew Member		\$18.72	33%
				Blended Rate:	\$19.23
Inspector 2	Brad Eiting	Senior Project Rep.		\$27.96	25%
	Heath Cutler	Project Rep.		\$23.50	25%
	Jon Goldie	Senior Project Rep.		\$27.04	25%
	Greg Kizzier	Senior Project Rep.		\$28.08	25%
				Blended Rate:	\$26.56
Inspector 1	Jon Goldie	Senior Geotechnical Tech		\$27.04	34%
	Chuck Keppard	Geotechnical Tech.		\$17.14	33%
	Heath Cutler	Project Rep.		\$23.50	33%
				Blended Rate:	\$22.60
Administrative	Jill Laferte	Admin. Assistant		\$20.07	50%
	Dawn Kirchner	Admin. Assistant		\$15.60	50%
				Blended Rate:	\$17.84
RLS	Tim Conway	RLS/Survey Manager		\$38.00	100%
				Blended Rate:	\$38.00
				Blended Rate:	

¹ Input actual employee classification as designated by firm. Also enter in any certifications that employee holds.

² Total of % Assigned must equal 100% for each personnel classification category. If one person in classification, list them as 100% for % Assigned.

Consultants Independent Cost Estimate for CE Services

Staffing Plan

CONSTRUCTION ENGINEERING SERVICES
Consultant's Estimate of Hours

Project Name: Grand Island State St & Capital Ave Connector
Project Number: ENH-40(59)
Control Number: 42650
Location (City, County): Grand Island, Hall County
Firm Name: Schiemmer
Consultant Project Manager: Doug Hoile
Phone/Email: 402-488-2500, dhoile@schiemmer.com
LPA Responsible Charge: Scott Griebenroth
Phone/Email: 308-385-5444, ext 265, scottg@grand-island.com
NDOR Project Coordinator: Ashley Taff, Sindaire Hille
Phone/Email: (402) 476-7331, ataff@sindairhille.com
Date: January 14, 2014

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TASKS	PERSONNEL CLASSIFICATIONS**											
	PR	PM	ENG	DES	SCC	SCM	INSP 2	INSP 1	ADM	RLS	Total	
For Construction Engineering Services:												
1. Project Management and Coordination												
1.1 Project Management		4	20								24	
Subtotal		4	20								24	
2. Meetings												
2.1 Construction Inspection Planning Meeting			1								1	
2.2 Pre-Construction Meeting			5								3	
2.3 Construction Progress Meetings			30								30	
2.4 Public Meeting												
2.5 Trips to Site (Travel Time) for Meetings			33								36	
Subtotal			69								76	
3. Traffic Control Plan												
3.1 Prepare Traffic Control Plan			2		2						4	
3.2 Review Traffic Control Plan (if Completed by Contractor)												
3.3 Sign and Submit Plans to the RC			1								1	
Subtotal			3		2						5	
4. SWPPP Inspections/Manual Updates												
4.1 Conduct Inspections											7	
4.2 Update SWPPP Manual											7	
4.3 Trips to Site (Travel Time) for SWPPP Inspections											14	
Subtotal											14	
5. Construction Survey/Staking												
5.1-5.3 Totals From Survey-Staking Worksheet (enter hours in gray cells)			1		2	18	18			2	41	
Subtotal			1		2	18	18			2	41	
6. Construction Consultation/Site Manager & Daily Work Report (DWR)												
6.1 Construction Consultation/Site Manager & Daily Work Report (DWR)			18								70	
Subtotal			18								88	
7. Grader-Shim Surveying (Bridge Projects Only)												
7.1 Grader-Shim Surveying												
Subtotal												
8. Perform Bearing Calculations												
8.1 Perform Bearing Calculations												
Subtotal												
9. Construction Inspection												
9.1 Construction Inspection			10				190				200	
9.2 Measure, calculate, and document quantities of pay items							35				35	
9.3 Maintain records/data and prepare the Weekly Report of WDS							35				35	
9.4 Trips to Site (Travel Time) for Construction Inspection							60				60	
Subtotal			10				320				330	
10. Perform Material Sampling and Testing												
10.1 Collect, verify, document and deliver all samples to testing lab							20	23			43	
10.2 Provide all required material certifications to the NDOR M & R Lab							8				8	
10.3 Review and document all test results of all samples												
10.4 Trips to Site (Travel Time) for Delivery and Collecting Samples							6				6	
10.5 Trips to Concrete Plant (Travel Time) for plant inspection												
Subtotal							34	23			57	
11. As-Built Drawings												
11.1 Prepare As-Built Drawings			4				8				12	
Subtotal			4				8				12	
12. Final Inspections												
12.1 Walkthrough of Site and Preparation of Punch List			6				8				14	
12.2 Review Project to verify that Punch List has been completed							8				8	
Subtotal			6				16				22	
13. Project Closeout												
13.1 Project Closeout			16				24		4		44	
Subtotal			16				24		4		44	
14. Other												
14.1 Culvert Order List (Review Field Sections, Design, Provide List)			2	6							10	
14.2 Bridge Shop Plan Review (Coordination and Review)				8							8	
Subtotal			2	14			2				18	
Total Hours		4	149	14	4	18	18	495	23	4	2	731
Total Days (8 hrs)		0.5	18.6	1.8	0.5	2.3	2.3	61.9	2.9	0.5	0.3	91.4
Total Travel Time			33					69				102
Total Hours minus Travel Time		4	116	14	4	18	18	426	23	4	2	629

Consultant's Independent Cost Estimate for CE Services
Estimate of Hours

CONSTRUCTION ENGINEERING SERVICES

Direct Expenses

Grand Island State St & Capital Ave Connector

ENH-40(59)

42650

Grand Island, Hall County

Schemmer

Doug Holle

402-488-2500, cholle@schemmer.com

Scott Griepentrou

308-385-5444, ext 265, scottg@grand-island.com

Ashley Taff, Sinclair Hill

(402) 476-7331, abaff@sincinaihill.com

January 14, 2014

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Mileage/Travel:	Quantity	Unit Cost	Amount
Survey Mileage (1 trips)	300	\$0.565	\$169.50
Inspector 2 trips (25 trips)	7.500	\$0.565	\$4,237.50
Inspector 1 trips (0 trips)		\$0.565	
PM/Engineer Trips (14 trips)	2.800	\$0.565	\$1,582.00
		Subtotal	\$5,989.00

Lodging/Meals:		Quantity	Unit Cost	Amount
Motels	32	\$77.00	\$2,464.00	
Per Diem	54	\$46.00	\$2,484.00	
			Subtotal	\$4,948.00

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Consultant's Independent Cost Estimate for CE Services Direct Expenses

CONSTRUCTION ENGINEERING SERVICES
Cost by Task

Project Name: Grand Island State St & Capital Ave Connector

Project Number: ENH-40(59)

Control Number: 42650

Location (City, County): Grand Island, Hall County

Firm Name: Schemmer

Consultant Project Manager: Doug Holle

Phone/Email: 402-488-2500, dholle@schemmer.com

LPA Responsible Charge: Scott Griepentron

Phone/Email: 308-385-5444, ext 265, scottg@grand-island.com

NODR Project Coordinator: Ashley Taft, Sinclair Hill

Phone/Email: (402) 476-7331, ataft@sinclairhill.com

Date: January 14, 2014

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Tasks	Total Hours	Direct Labor Cost	Overhead 172.20%	Fee for Profit 13.50%	Total Project Cost
For Construction Engineering Services:					
1. Project Management and Coordination	24	\$1,242.20	\$2,139.07	\$456.47	\$3,837.74
2. Meetings	76	\$3,566.85	\$6,142.12	\$1,310.71	\$11,019.68
3. Traffic Control Plan	5	\$199.92	\$344.26	\$73.46	\$617.64
4. SWPPP Inspections/Manual Updates	14	\$371.70	\$640.07	\$136.59	\$1,148.36
5. Construction Survey/Staking	41	\$942.56	\$1,623.09	\$346.36	\$2,912.01
6. Construction Consultation/Site Manager & Daily Work Report (DWR)	88	\$2,740.50	\$4,719.14	\$1,007.05	\$8,466.69
7. Girder Shim Surveying (Bridge Projects Only)					
8. Perform Bearing Calculations					
9. Construction Inspection	330	\$8,986.00	\$15,473.89	\$3,302.09	\$27,761.98
10. Perform Material Sampling and Testing	57	\$1,422.50	\$2,449.55	\$522.73	\$4,394.78
11. As-Built Drawings	12	\$408.40	\$703.26	\$150.07	\$1,261.73
12. Final Inspections	22	\$718.80	\$1,237.77	\$264.14	\$2,220.71
13. Project Closeout	44	\$1,482.56	\$2,570.19	\$548.47	\$4,611.22
14. Other	18	\$805.74	\$1,387.48	\$296.08	\$2,489.30
Direct Expenses					
TOTAL	731	\$22,897.73	\$39,429.89	\$8,414.22	\$11,987.00 \$82,738.84

CONSTRUCTION ENGINEERING SERVICES
Project Cost

Project Name:Grand Island State St & Capital Ave Connector

Project Number:ENH-40(S9)

Control Number:42650

Location (City, County):Grand Island, Hall County

Firm Name:Schemmer

Consultant Project Manager:Doug Holle

Phone/Email:402-488-2500, dholle@schemmer.com

LPA Responsible Charge:Scott Griepentroh

Phone/Email:308-385-5444, ext 265, scottg@grand-island.com

NDOR Project Coordinator:Ashley Taft, Sinclair Hill

Phone/Email:(402) 476-7331, ataft@sinclairhill.com

Date:January 14, 2014



Direct Labor Costs:				
Personnel Classification	Hours	Rate	Amount	
Principal	4	\$65.55	\$262.20	
Project Manager	149	\$49.00	\$7,301.00	
Engineer	14	\$46.76	\$654.64	
Designer/CADD Technician	4	\$26.46	\$105.84	
Survey Crew Chief	18	\$23.25	\$418.50	
Survey Crew Member	18	\$19.23	\$346.14	
Inspector 2	495	\$26.55	\$13,142.25	
Inspector 1	23	\$22.60	\$519.80	
Administrative	4	\$17.84	\$71.36	
RLS	2	\$38.00	\$76.00	
TOTALS	731		\$22,897.73	

Direct Expenses:		Amount
Subconsultants		
Printing and Reproduction Costs		\$700.00
Mileage/Travel		\$5,988.00
Lodging/ Meals		\$4,948.00
Material Testing		\$360.00
Other Miscellaneous Costs		
TOTALS		\$11,997.00

Total Project Costs:	Amount
Direct Labor Costs	\$22,897.73
Overhead @ 172.20%	\$39,429.89
Total Labor Costs	\$62,327.62
Fee for Profit Rate @ 13.50%	\$8,414.23
Direct Expenses	\$11,997.00
PROJECT COST	\$82,738.85

FEES AND PAYMENTS

EXHIBIT "B"

- A. **Payment Method.** Payment under this agreement will be made based on Actual Costs plus a Fixed Fee for profit.
- B. **Total Agreement Amount.** For performance of the services as described in this agreement, the Consultant will be paid a fixed-fee-for-profit of \$8,414.23 and up to a maximum amount of \$74,324.62 for actual costs as defined in paragraph "H" of this section. The total agreement amount is \$82,738.85. The Consultant's compensation shall not exceed this maximum amount without prior written approval of the LPA.
- C. **Ineligible Costs.** The LPA is not responsible for costs incurred prior to the Notice-to-Proceed date or after the completion deadline date set out in the NOTICE TO PROCEED AND COMPLETION section of this agreement or as provided in a written time extension notification.
- D. **Federal Cost Principles.** For performance of Services under the terms of this agreement, the Consultant will be paid as authorized for each specific Task Order, subject to the terms of this agreement and all requirements and limitations of the federal cost principles contained in the Federal Acquisition Regulation (48 CFR 31).
- E. **Federal-aid.** (2-1-12) LPA will not make payments directly to Consultant for services performed under this agreement. Instead, the State will serve as a paying agent for LPA, and will pay Consultant directly for properly submitted and approved invoices using both LPA and Federal funds based on the applicable project federal cost participation percentage. The following process shall apply whenever the LPA, the State or the FHWA determines that certain costs, previously paid to Consultant, should not have been paid with federal funds by the State to Consultant. Consultant shall immediately repay the State the federal share of the previously paid amount and may invoice LPA for the costs repaid to the State. LPA shall promptly pay the full amount of the invoice from its own funds unless LPA, in good faith, disputes whether the Consultant is entitled to the payment under the agreement or the amount of the invoice. In the event of a dispute between LPA and Consultant, the dispute resolution process of Section 18 herein shall be used by the parties.
- F. **Subconsultant Over-runs and Under-runs.** The Consultant shall require any subconsultant to notify Consultant if at any time the subconsultant determines that its costs will exceed its negotiated fee estimate. The Consultant shall not allow any subconsultant to exceed its negotiated fee estimate without prior written approval of the

LPA. The Consultant understands that the amount of any subconsultant cost under-run will be subtracted from the total compensation to be paid to Consultant under this agreement, unless prior written approval is obtained from the LPA and, when applicable, FHWA.

G. Out of Scope Services and Consultant Work Orders. The LPA may request that

Consultant provide services that, in the opinion of Consultant, are in addition to or different from those set out in the Scope of Services. When the LPA decides that these services require an adjustment in costs, the Consultant shall: (a) describe the proposed services, (b) provide an explanation why Consultant believes that the proposed services are not within the original scope of services and additional work effort is therefore required, and (c) estimate the cost to complete the services. Consultant must receive written approval from the LPA before proceeding with the out-of-scope services. Before written approval will be given by the LPA, the LPA must determine that the situation meets the following criteria:

- That the additional work is beyond the scope of services initially negotiated with Consultant; and
- That the proposed services are within the scope of the Request for Proposal under which Consultant was selected and contract entered into; and
- That it is in the best interest of the LPA that the services be performed under this agreement.

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

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

- The Consultant Work Order (CWO) – DR Form 250 shall be used to describe and provide necessary justification for the additional the scope of services, effort, the deliverables, modification of schedule, and to document the cost of additional services. The CWO form is available on the Department of Roads website at

www.transportation.nebraska.gov/gov-aff/lpa-guide-man.htm#forms4. The CWO

must be executed to provide authorization for the additional work and to specify when that work may begin. This agreement will be supplemented after one or more CWOs have been authorized and approved for funding.

H. **Payments.** Payment for work under this agreement will be made based on actual costs

plus a fixed fee for profit. Actual costs include direct labor costs, direct non-labor costs, and overhead costs.

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

(a) Hourly Rates: For hourly employees, the hourly earnings rate shall be the employee's straight time hourly rate for the pay period in which the work was performed.

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

(b) Time records: The hours charged to the project must be supported by adequate time distribution records. The records must clearly indicate the distribution of hours to all activities on a daily basis for the entire pay period, and there must be a system in place to ensure that time charged to each activity is accurate.

(2) Direct Non-Labor Costs: These costs include all necessary, actual, and allowable costs related to completing the work under the agreement, including but not limited to: meals, lodging, mileage, subject to the limitations outlined below; communication costs; reproduction and printing costs; special equipment and materials required for the project; special insurance premiums if required solely for this agreement; and such other allowable items.

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

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

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

(a) The reimbursement for mileage associated with the use of company owned vehicles shall be the prevailing standard rate as established by the Internal Revenue Service (IRS) through its Revenue Procedures. Reimbursement for

mileage associated with the use of a privately owned vehicle (POV), is limited to the lesser of:

- 1) The mileage rate which the consultant reimbursed to the person who submitted the claim for POV use, or
- 2) The prevailing standard rate as established by the IRS.

(b) Automobile Rentals and Air Fares will be actual reasonable cost and if discounts are applicable the Consultant shall give the LPA the benefit of all discounts.

(c) The reimbursement for meal and lodging rates shall be limited to the prevailing standard rate as indicated in the current website address for U.S. General

Services Administration's (GSA) rates which is indicated below:

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

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

Breakfast:

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

Lunch:

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

Dinner:

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

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

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

(3) Overhead Costs include indirect labor costs, indirect non-labor costs, and direct labor additives that are allowable in accordance with 48 CFR 31. Overhead costs are to be allocated to the project as a percentage of direct labor costs. The Consultant will be allowed to charge the project using its actual allowable overhead rate. Overhead

rate increases which occur during the project period will not be cause for an increase

in the maximum amount established in this agreement.

- I. **Fee for Profit (Actual Cost Plus Fixed Fee).** The Fixed Fee for Profit was computed upon the negotiated direct labor and overhead costs. The Fee for Profit is not allowable upon direct non-labor costs. For monthly or progress invoices, the Fee for Profit is calculated by multiplying the sum of the direct labor and overhead costs billed by the negotiated Fee for Profit Rate of "13.50%". Upon completion of the work under this agreement, the Consultant shall invoice the LPA any remaining Fixed Fee for Profit. If all of the work under this agreement is not completed for any reason, fixed fee for profit will be adjusted based on the LPA's determination of the actual percentage of work completed.

- J. **Invoices and Progress Reports.** The Consultant shall submit invoices to the LPA no more frequently than at monthly intervals and in accordance with the "LPA Reimbursement Procedures" which can be found on the State's website at:

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

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

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

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

- K. **Progress Payments.** Payments will not be made unless the monthly progress reports provide adequate substantiation for the work and the LPA and the State determine that the work has been properly completed. The State, on behalf of the LPA, will make a reasonable effort to pay the Consultant within 30 days of receipt of the Consultant invoices.

L. **Final Invoice.** Upon completion of the work under this agreement, the Consultant shall

submit their final invoice with a letter identifying it as the final invoice. The letter shall also include the following information/statements:

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

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

M. **Final Payment.** Upon determination by the LPA and the State that the work was adequately substantiated and completed in accordance with this agreement, payment will be made in the amount of the approved final invoice. The acceptance by the Consultant of the final payment will constitute and operate as a release to the LPA and the State for all claims and liability to the Consultant, its representatives, and assigns, for any and all things done, furnished, or relating to the services rendered by or in connection with this agreement or any part thereof.

N. **Audit and Final Cost Adjustment.** Upon acceptance by the LPA and the State, the State, or its authorized representative, may complete an audit review of the payments made under this agreement. The Parties understand that the audit may require an adjustment of the payments made under this agreement. The Consultant agrees to reimburse the State for any overpayments identified in the audit review, and State agrees to pay Consultant for any identified underpayments.

O. **Consultant Cost Record Retention.** The Consultant shall maintain, and also require that its Subconsultants/Subcontractors maintain, all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such material available for examination at its office at all reasonable times during the agreement period and for three years from the date of final cost settlement by FHWA and project closeout by the State. Such materials must be available for inspection by

the LPA, State, FHWA, or any authorized representative of the federal government, and when requested, the Consultant shall furnish copies.

EXHIBIT "C"
INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICE PROVIDERS
LPA PROJECTS

Consultant agrees to:

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

General Liability –

Limits of at least:

\$ 1,000,000 Per Occurrence
\$ 2,000,000 General Aggregate
\$ 2,000,000 Completed Operations Aggregate (if applicable)
\$ 1,000,000 Personal/Advertising Injury

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

- Policy shall not contain a total or absolute pollution exclusion. Coverage shall be

provided for pollution exposures arising from products and completed operations (as per standard CG0001 Pollution Exclusion or equivalent). (If the standard pollution exclusion as provided by CG0001 has been amended, please refer to the following section entitled "Pollution Coverage.")

- **Pollution Coverage –**

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

Automobile Liability –

- Limits of at least: \$ 1,000,000 CSL Per Accident
- Coverage shall apply to all Owned, Hired, and Non-Owned Autos.

Workers' Compensation –

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

Employer's Liability limits: \$100,000 Each Accident

 \$100,000 Disease – Per Person

 \$500,000 Disease – Policy Limit

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

Professional Liability –

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

Electronic Data and Valuable Papers –

Limits of at least: \$100,000 Electronic Data Processing Data and Media

 \$25,000 Valuable Papers

Umbrella/Excess –

- Limits of at least: \$1,000,000 Per Occurrence and Annual Aggregate
- Policy shall provide liability coverage in excess of the specified Employers Liability, Commercial General Liability and Auto Liability.

- The LPA, shall be an "Additional Insured".
- Consultant agrees to waive its rights of recovery against the LPA. Waiver of subrogation

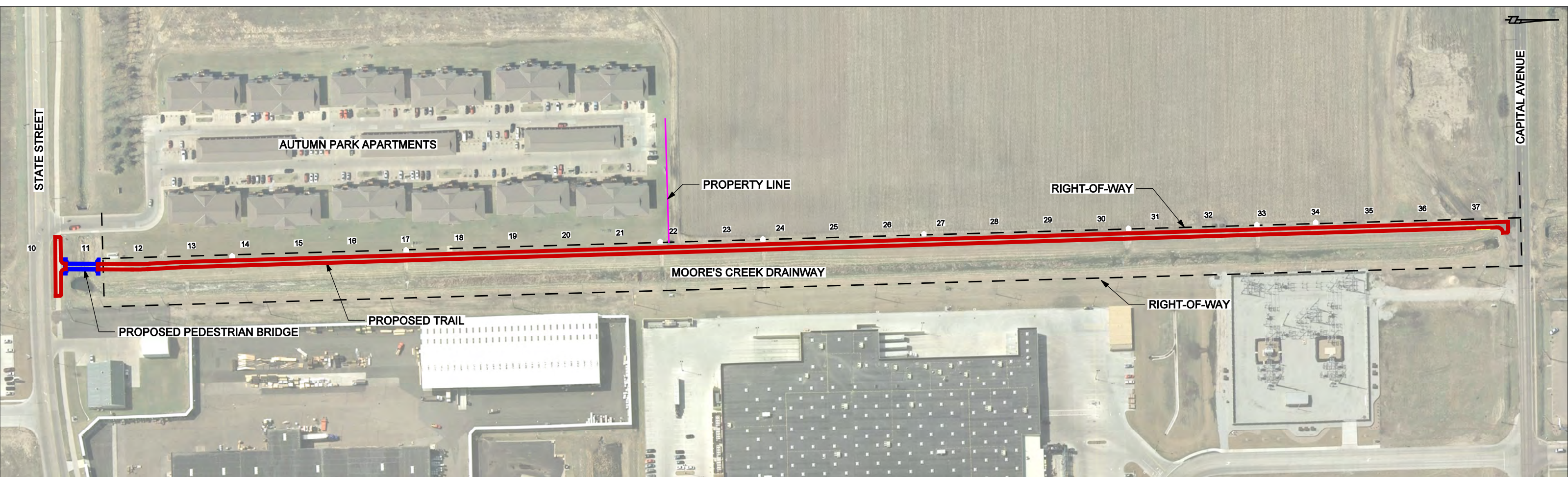
in favor of the LPA shall be provided.

Additional Requirements –

- Any insurance policy shall be written by a reputable insurance company acceptable to the LPA or with a current Best's Insurance Guide Rating of A – and Class VII or better, and authorized to do business in Nebraska.
- Evidence of such insurance coverage in effect shall be provided to the LPA in the form of an Accord certificate of insurance executed by a licensed representative of the participating insurer(s).
- For so long as insurance coverage is required under this agreement, the Consultant shall have a duty to notify the LPA and the State of Nebraska Department of Roads (State) when the Consultant knows, or has reason to believe, that any insurance coverage required under this agreement will lapse, or may be canceled or terminated. The Consultant must forward any pertinent notice of cancelation or termination to the LPA and to the State by mail (return receipt requested), hand-delivery or facsimile transmission within 2 business days of receipt by Consultant of any such notice from an insurance carrier. Copies of notices received by the Consultant shall be sent to the LPA, in care of the LPA's Responsible Charge and to the State at the following address:

Nebraska Department of Roads
Construction Division – Insurance Section
1500 Highway 2, P. O. Box 94759
Lincoln, NE 68509-4759
Facsimile No. 402-479-4854

- Failure of the owner or any other party to review, approve, and/or reject a certificate of insurance in whole or in part does not waive the requirements of this agreement.
- The Limits of Coverage's set forth in this document are suggested minimum limits of coverage. The suggested limits of coverage shall not be construed to be a limitation of the liability on the part of the consultant or any of its subconsultants/tier subconsultants. The carrying of insurance described shall in no way be interpreted as relieving the consultant, subconsultant, or tier subconsultant of any responsibility of liability under the contract.
- If there is a discrepancy of coverage between this document and any other insurance specification for this project, the greater limit or coverage requirement shall prevail.



RESOLUTION 2014-126

WHEREAS, the City of Grand Island is developing a transportation project for which it intends to obtain Federal funds; and

WHEREAS, the City of Grand Island as a sub-recipient of Federal-Aid funding is charged with the responsibility of expending said funds in accordance with Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of the Federal-Aid project; and

WHEREAS, the City of Grand Island and The Schemmer Associates, Inc. wish to enter into a Professional Construction Engineering Services Agreement to provide construction engineering services for the Federal-Aid project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized to sign the attached construction engineering services agreement between the City of Grand Island, Nebraska and The Schemmer Associates, Inc. of Lincoln, Nebraska in the amount of \$82,738.85.

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Adopted by the City Council of the City of Grand Island, Nebraska, May 27, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
May 23, 2014	☐ City Attorney