



City of Grand Island

Tuesday, September 27, 2011

Council Session

Item G30

#2011-283 - Approving Agreement for Engineering Consulting Services Related to Capital Avenue Widening – Webb Road to Broadwell Avenue

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Scott Griepenstroh, PW Project Manager

Meeting: September 27, 2011

Subject: Approving Agreement for Engineering Consulting Services Related to Capital Avenue Widening – Webb Road to Broadwell Avenue

Item #'s: G-30

Presenter(s): John Collins, Public Works Director

Background

The City of Grand Island Public Works Department sought STP funds for the Capital Avenue, Webb Road to Broadwell Avenue widening project. This proposed project consists of removal of the existing 24' wide asphalt roadway and construction of new concrete pavement on Capital Avenue from Webb Road to Broadwell Avenue. The new roadway will consist of 41' wide back-to-back curbed concrete pavement to accommodate a three lane roadway (two through lanes and a common turning lane).

The purpose of this project is to accommodate traffic volumes and enhance motorist and pedestrian safety. Reconstruction will address the deterioration of the existing pavement, and widening of the roadway will improve safety.

A Project Programming Request for the 'Capital Avenue, Webb Road to Broadwell Avenue' project was prepared by Public Works and approved by the Nebraska Department of Roads (NDOR) April 5, 2011. The estimated total cost of the entire project, including preliminary engineering, environmental clearance and construction oversight is \$3,250,639. The estimated portion the City of Grand Island will be responsible for is \$650,129. Construction is anticipated to be completed in 2014.

On May 24, 2011 City Council approved the Project Program Agreement between the City of Grand Island and Nebraska Department of Roads, which specifies the various duties and funding responsibilities of this Federal-aid project. The Program Agreement requires that NDOR Standards and Specifications are to be used for design, construction inspection and quality control.

All agreements must be approved by the City Council.

Discussion

Five (5) proposals for preliminary engineering and environmental clearance services were received. Olsson Associates of Omaha, Nebraska was selected as the top engineering firm based on the pre-approved selection criteria.

The Nebraska Department of Roads has approved the selection and prepared the attached agreement. The work is to be performed at actual costs with a maximum amount of \$354,124.45, plus a fixed-fee-for-profit amount of \$44,912.99, for a total agreement amount of \$399,037.44. The fixed-fee is computed upon the direct labor or wage costs, indirect labor costs, indirect-non-labor costs, and direct payroll additives.

Supplemental agreements will be required later for engineering services for Right-of-Way acquisition, additional storm sewer design (if necessary), water main reconstruction (if necessary) and sanitary sewer gravity main design. It is not practical to estimate the scope and fees for these additional services until substantial design work has been completed.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the agreement with Olsson Associates of Omaha, Nebraska.

Sample Motion

Move to approve the resolution.



GRIELAND
Island

CAPITAL AVE. IMPROVING
Project: Roadway Signal Installation
Scale: 1" = 100'

**LPA – CONSULTANT
PROFESSIONAL SERVICES AGREEMENT**

**Preliminary Engineering and
NEPA Categorical Exclusion Services**

CITY OF GRAND ISLAND, NEBRASKA
OLSSON ASSOCIATES, INC.
PROJECT NO. URB-5436(5)
CONTROL NO. 42707
CAPITAL AVE, WEBB RD – BROADWELL AVE

THIS AGREEMENT, made and entered into by and between the City of Grand Island, Nebraska, hereinafter referred to as the Local Public Agency or LPA, and Olsson Associates, Inc., hereinafter referred to as the Consultant.

WITNESSETH

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

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

WHEREAS, Consultant is willing to perform the services in accordance with the terms hereinafter provided, is presently in compliance with Nebraska law, and hereby agrees to comply with all federal, state, and local laws and ordinances applicable to this agreement, and

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

WHEREAS, the LPA and Consultant intend that the services under this agreement be completed in accordance with the terms and conditions of the Nebraska LPA Guidelines Manual for Federal Aid Projects; hereinafter referred to as LPA Manual; the LPA Manual is a document approved by the Federal Highway Administration (FHWA) that sets out the requirements for local federal-aid projects to be eligible for federal reimbursement; the LPA Manual can be found in its entirety at the following web address:

<http://www.transportation.nebraska.gov/gov-aff/lpa/lpa-guidelines.pdf>, and

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

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

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

SECTION 1. DEFINITIONS

Wherever in this agreement the following terms are used, they will have the following meaning.

"CONSULTANT" means the firm of Olsson Associates, Inc. and any employees thereof, whose business and mailing address is 1111 Lincoln Mall, Suite 111, Lincoln, NE 68508, and

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

"LPA MANUAL" shall mean the Nebraska Department of Roads' LPA Guidelines Manual for Federal-Aid Projects. The LPA Manual can be found in its entirety at the following web address: <http://www.transportation.nebraska.gov/gov-aff/lpa/lpa-guidelines.pdf>, and

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

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

"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.

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

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

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

SECTION 2. SCOPE OF SERVICES

The Consultant shall provide Preliminary Engineering and NEPA Categorical Exclusion Services for Project No. URB-5436(5), Control No. 42707, in Hall County, Nebraska. Upon receiving a written notice to proceed from the State, the Consultant shall complete the services required under this agreement as set out in Exhibit "B", Scope of Services, which are attached and hereby made a part of this agreement. Any services performed by the Consultant prior to written approval of the State will be solely at the expense of the Consultant.

The State has the absolute right to add or subtract from the scope of services at any time and such action on its part will in no event be deemed a breach of this agreement. The State will give the Consultant seven days written notice of such addition or subtraction. Any necessary addition or subtraction in the "General Scope of Services" shall follow the Consultant Work Order Process outlined in the FEES AND PAYMENTS section below.

SECTION 3. CHANGES TO PERSONNEL

The Consultant has provided LPA with a staffing plan that identifies the employees of the Consultant who will be part of the primary team for this project. The primary team members will be agreed upon and identified in each Task Order. The primary team is expected to be directly responsible for providing the field services for the work under this agreement. This document shall specify the role that will be assigned to each member of the primary team. This document is attached hereto as EXHIBIT "D" and is incorporated herein by this reference. During design, the Consultant may make occasional temporary changes to the primary team. However, any permanent change to the primary team will require prior written approval from the LPA. Personnel who are added to the Staffing Plan as replacements must be persons of comparable training and experience. Personnel added to the Staffing Plan as new personnel and not replacements must be qualified to perform the intended services. Failure on the part of the

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

SECTION 4. NEW EMPLOYEE WORK ELIGIBILITY STATUS

The Consultant agrees to use a federal immigration verification system to determine the services 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 services eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the services 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 services 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 services 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 attached it to this agreement. The form is available on the Department of Roads website at www.transportation.nebraska.gov/projects/#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 5. NOTICE TO PROCEED AND COMPLETION

The LPA will issue the Consultant a written Notice-to-Proceed when LPA determines that federal funding approval has been obtained for the project, upon full execution of the agreement and upon State concurrence that the form of this agreement is acceptable for federal funding eligibility. Any services performed by Consultant on the project prior to the date specified in the written Notice-to-Proceed will be solely at the Consultant's expense.

The Consultant shall complete all the services according to the schedule in attached EXHIBIT "B" and shall complete all work required under this agreement in a satisfactory manner by July 2012.

Any costs incurred by Consultant after the completion date are not eligible for reimbursement unless the Consultant has received an extension of time in writing.

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

SECTION 6. FEES AND PAYMENTS

The general provisions concerning payment under this agreement are set out on the attached Exhibit "E". The following provisions also apply:

- A. For performance of the services as described in this agreement, the Consultant will be paid a fixed-fee-for-profit of \$44,912.99, as defined in paragraph "E" of the attached Exhibit "E" and up to a maximum amount of \$354,124.45 for actual costs as defined in paragraph "F" of the attached Exhibit "E". The agreement amount is \$399,037.44. Progress and final payments will be based on receipted invoices or certified billings and compensation will be in accordance with all requirements and limitations of the federal cost principles contained in the Federal Acquisition Regulation (48 CFR 31).
- B. Occasionally, the conditions of this agreement may change. This may be due to a change in scope which may require an adjustment of costs. For any services beyond what are shown in the scope of services of this agreement, the Consultant shall describe the proposed services, provide justification for the proposed services, estimate the cost to complete the services, and receive written approval from the LPA before the Consultant begins the proposed 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 for Federal-Aid project, the LPA shall use the process set out below:

- Consultant Work Order Form (CWO) - DR Form 250 shall be used to describe and provide necessary justification for the modification of the scope of services, the deliverables, the schedule, and to document the estimated total additional fee. CWO form is available on the Nebraska Department of Roads website at www.transportation.nebraska.gov/gov-aff/lpa-guide-man.html#forms4. The CWO must be executed to provide authorization for the additional work and to specify when that work may begin. This agreement will be supplemented after one or more CWOs have been authorized and approved for federal funding.

- The LPA is not responsible for costs incurred prior to the Notice-to-Proceed date or after the completion date stated in the NOTICE TO PROCEED AND COMPLETION Section of this agreement or as provided in a written time extension notification.

SECTION 7. PROFESSIONAL PERFORMANCE

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 services product, will not be considered to be a full and comprehensive examination and will not be considered an approval of the Consultant's services product which would relieve the Consultant from any liability or expense that would be connected with the Consultant's sole responsibility for the propriety and integrity of the professional services to be accomplished by the Consultant pursuant to this agreement. The Consultant further understands that acceptance or approval of

any of the services of the Consultant by the LPA 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 services. That further, if due to error, omission, or negligence of the Consultant, the plans, specifications, and estimates are found to be in error or there are omissions therein revealed during the construction of the project and revision or reworking of the plans is necessary, the Consultant shall make such revisions without expense to the LPA. The Consultant shall respond to the LPA's or State's notice of any errors or omissions within 24 hours and give immediate attention to necessary corrections to minimize any delays to the project. This may involve visits by the Consultant to the project site, if directed by the LPA. If the Consultant discovers errors in its services, it shall notify the LPA and State of the errors within seven days. Failure of the Consultant to notify the LPA will constitute a breach of this agreement. The Consultant's legal liability for all damages incurred by the LPA caused by error, omission, or negligent acts of the Consultant will be borne by the Consultant without liability or expense to the LPA.

SECTION 8. SUSPENSION, ABANDONMENT OR TERMINATION

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

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

SECTION 9. OWNERSHIP OF DOCUMENTS

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

LPA acknowledges that such data may not be appropriate for use on an extension of the services covered by this agreement or on other projects. Any use of the data for any purpose other than that for which it was intended without the opportunity for Consultant to review the data and modify it if necessary for the intended purpose will be at the LPA's sole risk and without legal exposure or liability to Consultant.

SECTION 10. CONFLICT OF INTEREST

Generally, federal conflict of interest laws prohibit a full or part-time public employee, public official or agent who negotiates, approves, accepts, administers, or is otherwise involved with, any Consultant contract or subcontract on a federal-aid project, from having a direct or indirect financial or personal interest, real or apparent, in such Consultant contract with the public entity for which he or she is a public official, employee or agent. Conflicts of Interest can also arise when someone associated with a public employee or official has an interest in an LPA Consultant contract, or if Consultant's owners or employees own real estate that may be needed for the project. Therefore, Consultant agrees to appoint an appropriate person from its staff to be responsible for Consultant's federal-aid project conflict of interest duties. This person, on behalf of Consultant, shall:

- (1) Become knowledgeable about federal-aid project Conflict of Interest laws including 23 CFR Section 1.33, 49 CFR 18.36(c)(3), other state provisions and the Conflict of Interests Guidance Document, found on the Nebraska Department of Roads' website.
- (2) Create an internal process for Consultant to:
 - (a) identify in advance its employees or owners (or others with a financial or personal interest in Consultant), that are also employees, official or agents of a Nebraska LPA,
 - (b) identify whether any of those people have duties for that LPA as to the negotiating, approving, accepting, administering (or have influence over the persons handling those duties) or other duties involved in the Consultant contract process for federal-aid transportation projects, and
 - (c) identify whether any employees or owners of Consultant own any real estate that may be acquired or used as a part of a federal-aid project of LPA,
- (3) Properly complete and submit all required conflict of interest forms; and disclose to the State any actual or potential conflicts of interest it has identified.

SECTION 11. USE AND/OR RELEASE OF PRIVILEGED OR CONFIDENTIAL INFORMATION

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

The Consultant agrees it will only use any information or documentation that is considered to be privileged or confidential for the purposes of executing the services by which it has agreed to render for the LPA or State for the project at hand only. The Consultant agrees not to reveal, disseminate, or provide copies of any document that is confidential and privileged to any individual or entity. The LPA agrees that any information or documentation that is considered to be privileged or confidential that is provided to Consultant will be marked with the following information (Approved 3/16/11):

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

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

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

dissemination of any privileged or confidential information or documentation on the part of the Consultant.

SECTION 12. FORBIDDING USE OF OUTSIDE AGENTS

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

SECTION 13. NON-RAIDING CLAUSE

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

SECTION 14. GENERAL COMPLIANCE WITH LAWS

The Consultant hereby agrees to comply with all federal, state, and local laws and ordinances applicable to the services.

SECTION 15. DISPUTES

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

SECTION 16. RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Consultant agrees to save harmless the LPA from all claims and liability due to the activities of the Consultant or those of the Consultant's agents or employees in the performance of services under this agreement. In this connection, the Consultant shall for the life of this agreement, carry insurance as outlined in Exhibit "C" and attached hereto, and hereby made a part of this agreement. In any contract Consultant has with a subconsultant, Consultant shall require that the insurance requirements outlined in Exhibit "C" must be met by the subconsultant.

SECTION 17. PROFESSIONAL REGISTRATION

The Consultant shall affix the seal of a registered professional engineer or architect licensed to practice in the State of Nebraska, on all plans, documents, and specifications prepared under this agreement as required by the Nebraska Engineers and Architects Regulations Act, Neb.Rev.Stat §01-3401 et. seq.

SECTION 18. SUCCESSORS AND ASSIGNS

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

SECTION 19. DRUG-FREE WORKPLACE POLICY

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

SECTION 20. FAIR EMPLOYMENT PRACTICES ACT

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

SECTION 21. DISABILITIES ACT

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

SECTION 22. DISADVANTAGED BUSINESS ENTERPRISES

The Consultant shall ensure that disadvantaged business enterprises, as defined in 49 CFR 26, have the maximum opportunity to compete for and participate in the performance of subagreements financed in whole or in part with federal funds under this agreement. Consequently, the disadvantaged business requirements of 49 CFR 26 are hereby made a part of and included in this agreement by reference.

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

SECTION 23. NONDISCRIMINATION

- A. Compliance with Regulations During the performance of this agreement, the Consultant, for itself and its assignees and successors in interest, agrees to comply with the regulations of the DOT relative to nondiscrimination in federally-assisted

programs of the DOT (49 CFR 21 and 27, hereinafter referred to as the Regulations), which are hereby made a part of and included in this agreement by reference

- B. Nondiscrimination: The Consultant, with regard to the work performed by it after award and prior to completion of this agreement, shall not discriminate on the basis of race, color, sex, or national origin in the selection and retention of Subconsultants, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5, including employment practices when the agreement covers a program set forth in Appendixes A, B, and C of 49 CFR 21.
- C. Solicitations for Subagreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subagreement, including procurements of materials or equipment, each potential Subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this agreement and the Regulations relative to nondiscrimination on the basis of race, color, sex, or national origin.
- D. Information and Reports: The Consultant shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the LPA, State or FHWA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall certify to the LPA, State or FHWA, as appropriate, and set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this agreement, the LPA will impose such agreement sanctions as it or the State and FHWA may determine to be appropriate, including but not limited to withholding of payments to the Consultant under this agreement until the Consultant complies, and/or cancellation, termination, or suspension of this agreement, in whole or in part.

F. Incorporation of Provisions: The Consultant shall include the provisions of paragraphs A through E of this section in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders or instructions issued pursuant thereto. The Consultant shall take such action with respect to any subagreement or procurement as the LPA, State or FI IWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event a Consultant becomes involved in or is threatened with litigation with a Subconsultant/ Subcontractor as a result of such direction, the Consultant may request that the LPA enter into such litigation to protect the interests of the LPA and, in addition, the Consultant may request that the State and United States enter into such litigation to protect the interests of the State and United States.

SECTION 24. SUBLETTING, ASSIGNMENT, OR TRANSFER

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

As outlined in the DISADVANTAGED BUSINESS ENTERPRISES Section of this agreement, the Consultant shall take all necessary and reasonable steps to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform subagreements. Any written request to sublet any other work must include documentation of efforts to employ a disadvantaged business enterprise.

SECTION 25. CONSULTANT CERTIFICATIONS

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

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 fixed price or cost reimbursement type professional services 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. Neb.Rev.Stat. §§ 81-1701 through 81-1721.

- 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. I have employed or retained for a commission, percentage, brokerage, or 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 LPA's determination whether to enter into this agreement. However, failure of the Consultant to furnish a certification or an explanation will disqualify the Consultant from participation in this agreement.

- c. The certification in this clause is a material representation of fact upon which reliance was placed when the State determined to enter into this agreement. If it is later determined that the Consultant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the LPA may terminate this agreement for cause or default.
- d. The Consultant shall provide immediate written notice to the LPA if at any time the Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.
- f. The Consultant agrees that should the proposed covered transaction be entered into, it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the LPA before entering into this agreement.
- g. The Consultant further agrees to include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the State without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- h. The Consultant in a covered transaction may rely upon a certification of a prospective Subconsultant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Consultant may decide the method and frequency by which it determines the eligibility of its principals.

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

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) of this certification; 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 27. LPA CERTIFICATION

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

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

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

SECTION 28. ALL ENCOMPASSED

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

**Exhibit B
SCOPE OF SERVICES**

**NEPA Categorical Exclusion and Preliminary Engineering
for**

**Project Name: Capital Avenue – Webb Road to Broadwell Avenue
Project Number: URB-5436(5)
Control Number: 42707**

A. PROJECT DESCRIPTION

This schedule provides for environmental and preliminary engineering design services related to compliance with the National Environmental Policy Act (NEPA) for City of Grand Island in Hall County, Nebraska. The project consists of:

1. Pavement reconstruction of Capital Avenue from Webb Road to Broadwell Avenue for a proposed 41' wide street including driveways and sidewalks.
2. Geometric improvements to the Broadwell Avenue intersection and traffic signal design.
3. Bike Trail design from Webb Road to Broadwell Avenue.
4. Mid-block pedestrian signal design for the bike trail.
5. Storm sewer evaluation including evaluation of the existing storm sewer truck line. Assume no additional trunk line storm sewer is needed at this time.
6. Reconstruct side streets as needed for reconstruction of Capital Avenue.
7. Roadway lighting.

This project is located in Grand Island along Capital Avenue from Webb Road to Broadwell Avenue. Project activities include concrete pavement construction, storm sewer, traffic signals, and roadway lighting. Constraints in the area include Memorial Cemetery, Veterans Memorial Park and Ashley Park. The project will not be constructed within existing right-of-way. The project will require detour routing.

Olsson Associates (Consultant) shall serve as the agent for City of Grand Island (Client), representing the Client in all matters related to environmental and preliminary engineering services for this project.

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

1. Categorical Exclusion Documentation Form and supporting documentation of concurrence and compliance with applicable environmental regulations
2. Topographic Survey
3. Preliminary Engineering Design
4. Geotechnical Analysis
5. Public Involvement
6. Project Management and QA/QC
7. Meetings

B. APPLICABLE PUBLICATIONS

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

1. LPA Guidelines Manual for Federal-Aid Projects. NDOR, April 2009.
2. The Process for Obtaining Environmental Concurrences and Completing NEPA Documents for Local Public Agency (LPA) Federally Funded Transportation Projects. NDOR, December 2009.
3. Instructions for Completing the Probable Class of Action DR-53 Form for Local Federal-Aid Transportation Projects. NDOR, August 2010.
4. Guidelines for Completing the CE Documentation Form. NDOR, November 2008

5. Guidelines for completing the Project Description Section of NEPA Determination and CE Forms. NDOR, May 2009.
6. Instructions to Complete Section 106 Concurrence Request Form. NDOR, December 2009.
7. Wetland and Water Resources Review Procedures for Federal Aid Projects. NDOR, October 2013.
8. Memorandum on Qualifications and Documentation Requirements for LFA Project Wetlands Reviews. NDOR, November 2009.
9. Instructions for Completing the Wetland Determination Checklist. November 2009.
10. NDOR Wetland Determination Checklist
11. US Army Corps of Engineers (USACE) Wetlands Delineation Manual, Technical Report Y-87-1. Environmental Laboratory, Department of the Army Waterways Experiment Station, USACE, Vicksburg, Mississippi. 1987.
12. Interim Regional Supplement to the US Army Corps of Engineers Wetland Delineation Manual: Midwest Region, ERDC/EL TR-06-27. Wetlands Regulatory Assistance Program, US Army Engineer Research and Development Center, Vicksburg, Mississippi. 2008.
13. Interim Regional Supplement to the US Army Corps of Engineers Wetland Delineation Manual: Great Plains Region, ERDC/EL TR-08-12. Wetlands Regulatory Assistance Program, US Army Engineer Research and Development Center, Vicksburg, Mississippi. 2008.
14. Regulatory Guidance Letter No. 05-05: Ordinary High Water Mark Identification. US Army Corps of Engineers. 2005.
15. Cowardin et al. Classification of Wetlands and Deepwater Habitats of the United States, FWS/OBS 73/31. Biological Services Program, Fish and Wildlife Service, US Department of the Interior. 1979.
16. Nebraska Wetland Subclasses (Attachment K, Wetland Mitigation Banking, Standard Operating Procedures in Nebraska)
17. Instructions for Completing Biological Evaluation Form for Local Federal Aid Projects. NDOR, October 2009.
18. Endangered Species Review Training Manual. NDOR, June 2010.
19. Guidelines for Completing Green Sheets for the NDOR Local Project Section. NDOR, September 2009.
20. Nebraska Minimum Design Standards – Counties, Municipalities, State, 2008
21. Policy on Geometric Design of Highways and Streets 2004 (AASHTO)
22. State of Nebraska 2006 Roadway Design Manual
23. Highway Capacity Manual – Transportation Research Board Special Report HCM2000
24. State of Nebraska Department of Roads, Standard Specifications for Highway Construction 2007
25. Guide for Design of Structural Supports for Highway Signs, Luminaries and Traffic Signals (AASHTO)
26. ES Lights Handbook (Illuminating Engineering Society)
27. An Informational Guide for Roadway Lighting (AASHTO)
28. Roadway Lighting Handbook (USDOT, FHWA)ARTBA, AGC)
29. Manual on Uniform Traffic Control Devices (FHWA)
30. Traffic Control Devices Handbook (FHWA)
31. NDOR. Crew Traffic Control Policy

C. CLIENT SHALL PROVIDE:

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

D. CONSULTANT SHALL PROVIDE:

Project Number: URB-5436(5)
 Control Number: 42707
 Project Name: Capital Avenue – Webb Road to Broadwell Avenue

Exhibit B
 Sheet 2 of 14

1. Categorical Exclusion Document and Resource Reviews. The Consultant will complete NDOR Categorical Exclusion (CE) Documentation Form. Consultant will obtain agency concurrences and produce supplemental information to attach to the Form. Figures and resource maps will also be required to be attached to the Form and produced or obtained by Consultant. The Form and attachments shall be sent to the Client and NDOR for review and approval. Consultant will submit a revised Form, address NDOR and FHWA comments, and prepare the final version of the Form.

- 1.1 Resource Review. Using the Form and NDOR guidance, Consultant will review relevant resources. Some resources will likely require more evaluation than others. At a minimum, the following resources are considered to require evaluation: right-of-way acquisition, relocations and easements (temporary and permanent), Section 106 cultural and historic resources, Section 4(f) resources (e.g. parkland and wildlife refuges), Section 6(f) resources, air quality, noise, wetlands, floodplains, streams, rivers, threatened and endangered species, environmental justice, farmland and hazardous waste.

Some projects require evaluation of public interest, permits and special provisions, and alternatives analysis, as well as impacts to utilities and railroads, socio-economic considerations, Platte River depletions, migratory birds, well head protection areas, construction impacts, aesthetics or other values.

- 1.2 SHPO Letter. A letter will be prepared for NDOR submittal to the State Historic Preservation Office (SHPO) for Section 106 cultural resource compliance.

- 1.3 Section 4(f) / 6(f) Evaluation. Consultant will determine if adjacent 4(f) properties such as public parks, recreation areas, and wildlife/waterfowl refuges, or historic sites of local, state or national significance are impacted by the project alignment. If the situation can be handled as an exemption or de minimis determination, Consultant will prepare the NDOR Determination of Section 4(f) De Minimis Use Form and concurrence letter. Consultant will also determine if any adjacent property was developed under Section 6(f) of the Land and Water Conservation Fund Act. If the project requires preparation of a Section 4(f) Statement or additional Section 6(f) document, these services would require a contract amendment.

- 1.4 Noise Study. Consultant will perform a traffic noise study using the most current version of the FHWA Traffic Noise Model (TNM) and in accordance with the NDOR Noise Analysis and Abatement Policy. The study will evaluate current and future build condition noise levels at reasonable residences and businesses along the project boundaries for one build and one no-build alternative. The location of the 56 and 71 dBA noise impact contour lines will be shown on an aerial map of the project area. If required, noise mitigation alternatives will be evaluated. The mitigation analysis will apply the effectiveness and reasonability criteria established by the NDOR.

Findings will be included in a Noise Study report describing the methods and findings. The report will be included as an attachment to the CE Form.

- 1.5 Wetland Delineation. For this project, the following definitions will apply:

Full Delineation shall mean delineating wetlands and waters of the US (regardless of isolation or jurisdictional status) according to the 1987 Corps Wetland Delineation Manual and NDOR Memorandum on Qualifications and Documentation Requirements for LPA Project Wetlands Reviews.

The delineation shall include (a) ground level photographs, (b) documentation of wetlands on Corps Wetland Determination Data Sheets (using the Midwest or Great Plains Regional Supplements) at all sample points, and (c) identification and characterization of other waters of the US (streams, lakes, ponds, pits or other impoundments), including delineation of the ordinary high water mark (OHWM) if present and determination of USGS Hydrologic Code and water regime. Field

data collection shall be accomplished during the growing season, generally between 1 May and 1 November. The delineation data will be organized in to a clearly written Wetland Delineation Report.

Delineation of wetlands shall be performed using transect methods with at least one sample point in the wetland and one in upland at each upland/wetland interface. Wetlands shall be identified according to the Cowardin classification and Nebraska Wetland Subclass. Water regime (perennial, intermittent, ephemeral, etc.) will be based on best professional judgment and published resources (7.5 minute Topographic Map, County Soil Survey, National Hydrography Data Set, etc.). Consultant shall take digital ground photos and use GPS to locate wetland boundaries and observation point locations. Consultant shall use a sub-meter accuracy GPS, to map all wetland and/or stream channel boundaries, photo points and data points.

For bridges and culverts, the OHWM will be delineated at the location of the bridge hydraulic cross-section(s), if these locations are provided. Where hydraulic cross-sections have been provided, wood lath (or equivalent) shall be placed at the OHWM to identify both the vertical and horizontal OHWM location. In situations where a temporary access crossing for construction may be required, the OHWM will also be delineated upstream and downstream of bridge structures on both banks of the stream using the same method. Beyond the locations of the bridge hydraulic cross-section or temporary crossing locations, the Consultant shall walk the stream channel banks with the GPS unit to obtain a multiple point horizontal OHWM boundary within the identified study area.

1.5.1 Review Existing Resources / Databases. Consultant will review existing resources and prepare the *Wetland Determination Checklist* prior to the site visit. For cultivated fields, the consultant shall review the past 10 years of aerial photographs (if available) and the official 5-year NRCS slide set used for their wetland determinations.

1.5.2 Field Survey. Consultant will visit the project sites as assigned to determine if waters of the United States (waters of the US), including wetlands, are present within the proposed project limits of construction (LOC). Identified stream channels and/or wetlands shall be delineated with GPS and plotted on aerial photographs for assessment of fill or disturbance impacts resulting from construction of proposed projects).

The level of wetland documentation will vary according to location. Along the project alignment, a Full Delineation shall be provided for the area 50 feet beyond the project LOCs or within the project right-of-way (ROW), whichever is farthest from the centerline. A Preliminary Determination shall be provided for the area 150 feet outside of the LOCs or ROW, whichever is farthest from the centerline. At a minimum, a Preliminary Determination shall be performed for any area that likely would be used for construction access, staging, stockpiling, or waste disposal (e.g. interchange/intersection areas, culvert and bridge construction sites, etc.). A full delineation shall be performed for known construction access, staging, stockpiling or waste disposal areas. At culverts and bridges along the project alignment, a Full Delineation (including delineation of the CHWM if present, and adjacent wetlands) shall be provided for the area 150 ft outside of the LOCs or ROW, whichever is farthest from the centerline.

1.5.3 Documentation of Findings. Documentation as described above will be submitted to the Client and NDOR as a record of findings. Consultant will plot the data on aerial photographs with the roadway alignment and stationing. Data will include wetland boundaries, wetland types, waters of the US (OHWM) and location of data collection points and photographs. Map scale must be drawn to a scale no smaller than 1-inch = 200-feet.

- 1.5.4 Mitigation Site Suitability Memorandum. If it is determined that on-site or off-site mitigation must be developed, Consultant will identify a minimum of two potential mitigation sites along the project corridor. Recommendations will be submitted in a Mitigation Site Suitability Memorandum to the Client and NDOR, and locations of the mitigation sites will be plotted on the aerial photographs. If two sites cannot be identified, this will be explained in the memorandum.

- 1.5.5 404 Nationwide Permit Application. The Consultant will prepare materials for submittal of an application for a 404 nationwide permit from the Corps under current regulations, and for 401 Water Quality Certification or Title 117 compliance from the Nebraska Department of Environmental Quality (NDEQ). All materials will be submitted to the Client and NDOR for review and approval prior to submittal to the Corps.

Consultant will prepare a 1st Draft of the 404 Permit Application Package consisting of 404 Permit Application and Wetland Delineation Report, including complete description of the project, documentation of impacts to all wetlands and waters of the US, and wetland and stream channel mitigation. A hard copy and electronic files of the documents will be submitted to NDOR for review. Consultant will revise materials per NDOR comments, and resubmit 1 revised draft to NDOR for review and approval. If mitigation is required, a proposal for additional services may be required to develop a mitigation plan.

- 1.5.6 Agency Coordination. Consultant will also handle coordination activities with the Corps and other regulatory and resource agencies, as needed, such as a pre-application meeting and submittal of the 404 nationwide permit application package to the Corps and NDEQ. The 404 authorization must be secured before PSE Turn-in, but not so early that the permit would expire before roadway fill impacts are accomplished. The target date for submittal of a 404 nationwide permit application is 12 months prior to letting. Time of the application submittal must be closely coordinated with NDOR.

Consultant will coordinate with NDEQ and obtain a letter of 401 Water Quality Certification. If wetlands are non-jurisdictional, Consultant will obtain a letter of opinion from NDEQ stating compliance with the non-degradation cause of Title 117 Nebraska Surface Water Quality Standards.

Consultant will coordinate with the agencies, whether in writing or personal contact, and be available to provide additional information, answer questions, respond to public comments, and attend meetings, if necessary. All correspondence with the Corps and other agencies, if necessary, shall be submitted to the State in draft form for approval at least 10 days before final submittal. This coordination with the Corps and NDEQ assumes one re-submittal for their comments.

- 1.6 Floodplains, Streams and Rivers. Consultant will determine if the project will cross a designated floodplain, and whether the project activities will result in more than a one foot rise or the locally regulated maximum in the 100-year water surface elevation.

Consultant will identify any stream crossings and their hydrologic regime (perennial, intermittent, ephemeral).

Consultant will determine if the project is located 1.5 miles upstream or downstream, or within 0.25 miles of a river segment listed on the Wild and Scenic River or National Recreation River list, or Nationwide Rivers Inventory.

- 1.7 Threatened and Endangered Species Review. Consultant will prepare the Biological Evaluation (BE) letter for submittal to NDCR. The BE letter will include the project description, habitat impacts, activity checklist, and preliminary wetland determination memo.
- 1.8 Environmental Justice. Consultant will determine if the project has disproportionate impacts on low-income, minority or other protected populations.
- 1.9 Farmland. If there is any farmland located in the project area, Consultant will prepare an NRCS Farmland Conversion Form AD-1006 and perform coordination with NRCS.
- 1.10 Hazardous Materials Review and Memo. Consultant will complete a Hazardous Materials review for the project's environmental study area to identify the presence or likely presence of known or potential hazardous substances or petroleum products on a property under conditions that indicate an existing release, a past release, or a material threat of a release of any hazardous substances or petroleum products into structures, on the property or into the ground, groundwater, or surface water of the property.

The review will include a site visit and regulatory database search in accordance with the requirements listed in American Society for Testing Materials (ASTM) Standard Practice for Environmental Site Assessments E 1527-05, and NDCR Hazardous Materials guidance. The purpose of this review will be to identify regulated facilities within the project's environmental study area or within one quarter mile on either side of the project. Any facilities identified during the review will be assessed and their potential impact on the project discussed in a technical memo. The memo will be included as an appendix to the NEPA document, with the findings summarized in the main body of the NEPA document.

- 1.11 Documentation and Revisions. Consultant will complete the CE Form, including Project Description, Purpose and Need Statement, project maps, and other supplemental information such as resource agency correspondence. Consultant will submit the Form and attachments to the Client and NDCR for review and approval. Consultant will address Client, NDOR and FFWA comments and prepare revisions to the Form. We are assuming one set of comments from each agency and then resubmit the Form. Consultant will prepare the Green Sheet for the project.
- 1.12 Property Access. Consultant document in the CE Form how access to residents will be maintained and the restrictions. This task will include creation of exhibits for the CE form.

2. Topographic Survey. The topographic survey will be completed for the project corridor in accordance with current NDOR survey specifications.

- 2.1 Survey Limits. The consultant will collect topographic survey data within the following limits:

- Capital Avenue right of way from Webb Road to Locust Street including the Broadwell Avenue intersection.
- Shoot 200' south on each side street and 500' north and south on Broadwell Avenue. Shoot 100' south on alleys.
- The survey limits for Capital Avenue and all side streets shall extend beyond the right of way 25' on each side including shooting the front face of houses and driveways to the garages.
- The survey will extend beyond the right of way on the north side to the mature tree line and extend into the Veterans Home, VFW, and Veterans Memorial Park 100' beyond the right of way line.
- Ditches and culverts will be identified and surveyed along their flow lines.
- Survey all existing storm sewer.

- 2.2 Base Map Preparation. Consultant will create the base maps using the topographic survey data.
- 2.3 Horizontal and Vertical Control. The consultant will establish control points along the project corridor at regular intervals and provide control point ties to topographic features of permanent nature.
- Horizontal control points will be established and referenced to existing section corners and lot pins. The control points will be permanent in nature and tied to Nebraska State Plane Coordinate system.
 - Vertical control points will be established and referenced to USGS NAVD88 datum. There will be a minimum of three permanent benchmarks established with additional temporary benchmarks set along the project corridor at intervals not to exceed 500 feet.
- 2.4 Section Corners and Property Pins. The consultant will locate necessary section corners, quarter-section corners, and property corners for use in drafting existing right-of-way and property lines.
- 2.5 Existing Utilities. The consultant will call in a One-Call utility locate ticket. Utilities will be shown based on visible, above ground, evidence in the field and utility locator's markings. This includes water main, sanitary sewer force main, gas mains (2), traffic signal equipment, and communication cables (2).
- 2.6 Locate Encroachments. The consultant will shoot any sprinkler heads, fences, or signs in the street right of way.
3. Preliminary Engineering. This task includes completing the preliminary design for the project.
- 3.1 Data Collection and Review. For gathering, reviewing and organizing data for the project.
- 3.2 Note Reduction/Preliminary Plotting. This task will include the effort for gathering data to create the existing topography file to use for preliminary design. This includes incorporating as-built information for the water main and sanitary sewer force main.
- 3.3 Traffic Study. The Consultant will conduct a traffic analysis for the study corridor for both the existing conditions and for the Design Year 2035 traffic conditions. The future year analysis will be used to determine capacity, required lane configurations, and storage length needs at the study intersections for the proposed project. This will also include a review of the crash history for the project corridor.
- 3.3.1 Traffic Data Collection:
The Consultant will collect AM, Midday, and PM peak period turning movement counts (7AM-9 AM, 11AM-2PM, and 3PM-6PM) at the following intersections. The City will provide 24 Hour Traffic Counts.
- Capital Avenue & Webb Road
 - Capital Avenue & Custer Avenue
 - Capital Avenue & Lafayette Avenue
 - Capital Avenue & Broadwell Avenue
- The City will provide 24 Hour Average Daily Traffic Count data.
- 3.3.2 Existing Conditions Analysis
Intersection capacity analysis will be performed on the four study intersections with existing geometry for the AM, Midday and PM peak hour periods. This will provide a baseline of roadway network operations for comparison purposes. As part of the existing conditions analysis, traffic signal warrants (if necessary) will be completed.
- 3.3.3 Crash Analysis

The Consultant will prepare a three (3) year safety/crash analysis of the existing conditions. This will consist of the creation of crash diagrams, a review of collisions and safety issues in the study area, the potential reasons/causes of them, and potential improvements in the proposed design to address these concerns. The City will supply crash history.

3.3.4 Traffic Projections

The Consultant will develop traffic forecasts for the corridor to the study horizon year of 2035. Projections will be completed utilizing historical traffic counts in the area, and current ADT traffic projections provided by the City of Grand Island Regional Planning Director. Once ADT projections are completed the consultant will develop AM, Midday and PM peak hour traffic data for the 2035 horizon year. Additionally, pedestrian and bicycle volume forecasts for the new trail link along Capital Avenue will be completed. Trail volume projections will be based upon historic trail counts on other pedestrian facilities in the City, existing and proposed land use in the vicinity and from City input.

3.3.5 Future Traffic Analysis

Intersection capacity analysis will be performed on the four study intersections utilizing 2035 peak hour traffic count data. As part of the future year analysis traffic signal warrants (if necessary) will be completed. Forecast pedestrian traffic utilizing trail. A Capital Avenue roadway corridor analysis will also be completed with the task to ensure the future roadway section has adequate capacity.

3.3.6 Final Corridor and Intersection Geometrics Recommendations

Based on the results of the intersection capacity analysis, traffic control evaluations, crash analysis and horizon year traffic projections, the Consultant will recommend appropriate improvements to all legs of study intersections and confirm the proposed roadway corridor cross-section. The analysis will include turn lane locations and lengths, U-turn movements for passenger vehicles, sidewalk ramp locations, and turning movement radii based on the design vehicle. In addition, potential access management improvements for the corridor will be presented.

3.3.7 Study Documentation

Upon completion of the traffic analysis the Consultant will prepare a report, to be reviewed by the RC, that contains graphics as needed to reflect the recommendations, geometrics, and design alternatives studied.

3.4 Intersection Traffic Signal Design. Based on the results of the intersection analysis or as directed by the RC, the Consultant shall prepare traffic signal plans at intersections as warranted. Tasks included in this work are traffic signal removal plans for existing signal, all preliminary and final design sheets and submittal needs, quantities and cost estimates as required for each submittal, and any required special provision writing. Plan development includes wiring, conduit design & layout, signal pole design, pedestrian crossing, and controller layout. This time includes coordinating with city staff. It also includes details on construction phasing the signal construction and removal which includes time for temporary signal plan development. At this time traffic signal design is anticipated at the following intersection with this project:

- Capital Avenue & Broadwell Avenue

3.5 Pedestrian Signal Design. Based on the results of the traffic analysis along the corridor or as directed by the RC, the Consultant shall prepare design plans for a mid-block pedestrian signal on the west end of the project corridor. Tasks included in this work are evaluation and final decision on proper crossing location, all preliminary and final design tasks, quantities and cost estimates as required for each submittal, and any required special provision writing. Plan development includes wiring, conduit design & layout, signal pole design, pedestrian signal, and controller layout. Due to relative newness of the HAWK signal, time is included in this task for investigating operational and safety concerns experienced by other

communities and to help City officials with planning for operation and maintenance.

- 3.6 Traffic Signal Interconnect Design. For purposes of improved traffic signal coordination and traffic flow along the corridor, signal interconnect will be designed along the corridor from Webb Road to Broadwell Avenue. This design is expected to consist of 2" conduit and 7/C copper interconnect cable and will connect signal at Webb Road, the mid-block pedestrian signal and Broadwell Avenue.
- 3.7 Roadway Horizontal Alignment. This task includes the design and drafting of the horizontal alignment(s) and/or adjustment of alignment(s). This task includes development of the Horizontal Control Sheet.
- 3.8 Roadway Vertical Alignment. This task includes the design and drafting of the vertical alignment(s) and/or adjustment of vertical alignment(s). Assume this task develop of 12 plan & profile sheets.
- 3.9 Roadway Cross-Sections. Develop the templates necessary to process cross sections and develop the cross sections sheets. Assume 24 sheets.
- 3.10 Earthwork. Process the earthwork for each alignment, including any extra earthwork due to frontage roads, large driveways, and any other cause for earthwork.
- 3.11 Roadway Geometric Design. This task includes the geometric design of all roadway alignments, intersections, driveways, etc., which includes setting up all the geometric sheets for the project and labeling. Labeling the geometric points with Station and Offsets will not be completed in this phase. This task includes development of points and grades at each intersection and all tie-in points to existing roadway sections. We are assuming 12 geometric, joint, and grade sheets.
- 3.12 Drainage Design.
 - 3.12.1 Review old drainage studies.
 - 3.12.2 Compute roadway drainage area size and Q for a 5 year and 10 year storms.
 - 3.12.3 Evaluate the capacity of the 48" storm sewer trunk line and Capital Avenue outfall for a 5 and 10 year storms. This evaluation includes determining the flows from the Broadwell Avenue, Custer Avenue and Highway 281 drainage corridors that outlet into the Capital Avenue Outfall ditch.
 - 3.12.4 Determine the gutter capacity.
 - 3.12.5 Size the storm sewer.
 - 3.12.6 Develop a drainage map and memo.
- 3.13 Storm Sewer Design. This task includes the effort to complete the storm sewer design and draft the appropriate storm sewer plan data on the Drainage (12) sheets and Storm Sewer Profile (8) sheets respectively. We are assuming only the storm sewer laterals will be required and not new storm sewer trunk lines. The consultant will follow NDOR's Drainage Design & Erosion Control Manual. If additional storm sewer trunk line is required, supplemental agreement will be completed for these additional design services. We are assuming that the NDOR will complete the box culvert extension.
- 3.14 Street Lighting Design. This task includes the design of street lighting, lighting construction plan sheets, locate power supply, lighting calculations, and electrical details.
- 3.15 Construction and Removal. Development of separate Removal (12) plan sheets and Construction (12) plan sheets with appropriate notes detailing construction and removal items not specifically identified elsewhere in the this scope. Assume no retaining walls will be required.

- 3.16 Limits of Construction. The Consultant will define and draft the limits of construction on the plan sheets. These limits will be used to determine environmental impacts.
- 3.17 Utility Coordination / Verification. The Consultant will draft utilities on the plans that weren't included in the preliminary plotting and for coordination with the utilities to verify the location and type of utility. The consultant will develop profiles for the existing sanitary sewer force main, water main, storm sewer, and natural gas lines (2). These profiles will be utilized to identify conflicts in the roadway cross sections. In addition, the Consultant will coordinate and schedule Utility meetings (5) to identify and work through potential conflicts identified in the preliminary plans. If additional services are required for design of reconstructing the water main and sanitary sewer force main, a supplemental agreement will be completed for these services.
- 3.18 Construction Phasing. The Consultant will prepare plans showing construction phasing, temporary construction, and completed construction. A preliminary Construction Phasing Strip Map will be created for the Public Information Meeting.
- 3.19 Aerial / Wetland Plan. The Consultant will prepare aerial photo sheets showing any delineated wetlands, impacted wetlands and/or channels, and mitigation sites, if applicable. Assume 6 Aerial Plan sheets.
- 3.20 Quantities. Develop and tabulate all of the preliminary quantities. Quantities will be submitted to the Client for each submittal, including the Plan-in-Hand, 90% Design and Final Design, using NDOR standard bid items and NDOR quantities forms. Estimates will be prepared by NDOR.
- 3.21 Typical Sections/Details. This includes design and drafting the typical sections and two general information sheets of miscellaneous details.
- 3.22 Plan-in-Hand Meeting Report. Schedule and attend a plan-in-hand meeting with the key stakeholders to review the forty (40) percent roadway design plans. The Consultant will prepare and submit a Plan-in-Hand report within two (2) weeks of the meeting summarizing the findings and decisions made regarding the project design.
- 3.23 Right-of-Way Design. The following tasks will be completed to establish the existing Right-of-Way and to design the proposed Right-of-Way.
- 3.23.1 Existing Right-of-Way Base. This task involves collecting the Plat drawings, reviewing property titles, reviewing survey data, and other necessary information to establish the existing Right-of-Way, including easements, for the properties abutting the project. The Client will provide the Consultant with the title information for the properties requested.
- 3.23.2 Proposed Right-of-Way. The Consultant will determine the easements (temporary and permanent) and right-of-way required to construct the project. It is estimated that there will be up to 35 tracts associated with this project.
- 3.23.3 Right-of-Way Strip Map. The Consultant will prepare right-of-way plan sheets to include in the plan set. The sheets will include existing property lines and all proposed right-of-way associated with this project. Preliminary right-of-way ownerships, easements and takings will also be tabulated and shown on the sheets.
- 3.23.4 Title Searches. The consultant shall provide title searches to verify ownerships for the project.

- 3.23.4 Additional Right of Way Services. Legal surveys and easement exhibits, appraisals, full title searches, and negotiation services will be amended to this contract when right of way design is complete.
- 3.24 Construction Traffic Control/Barricade Plan. The Consultant will prepare plans showing traffic control for each construction phase. This includes a detailed traffic control plan for maintaining traffic through the Broadwell Avenue intersection during construction.
- 3.25 Marking/Signing Plan. The Consultant will prepare plans showing pavement markings for traffic and pedestrian markings. A separate signing plan will be developed for the city street department to install signs.
- 3.26 Sediment and Erosion Control Sheets. Sediment and erosion control plan sheets will be developed using best management practices.
- 3.27 Bike Trail Design. This task includes horizontal and vertical design and drafting of the bike trail, evaluating different routes at the Webb Road detention cell, Veterans Home, VFW, and Memorial Park. Construction notes will be put on the Roadway Construction Sheets or separate plan and profile sheets will be developed. Cross sections will be developed for the trail.
- 3.28 Specifications & Special Provisions. The Consultant shall utilize Nebraska Department of Roads Standard Specifications supplemented by special provisions developed by the Consultant for special items. This task includes identifying standard plans and special plan requests for this project.
- 3.29 Plan in Hand Plan Submittal. Submit plans and quantity estimates at 40% to the City. Submittal of drawings shall generally follow the NDOR format.
- 3.30 90% Plan Submittals. Submit plans and estimate review sets at 90% to the City. Submittal of drawings shall generally follow the NDOR format.
- 3.31 NDOR PS&E Submittal. Submit required documents as specified in the LPA manual and address review comments.
4. Geotechnical Analysis. The Consultant shall conduct geotechnical exploration through the advancement of soil borings, testing of samples in the field and in the laboratory, and analyses of the soil conditions encountered to determine recommendations for roadway subgrade preparation and pavement design.
 - 4.1 Project Preparation
 - 4.1.1 Prior to drilling the soil borings, locations will be staked.
 - 4.1.2 Area underground utility service representatives will be contacted through the Diggers Hotline system to mark area public utilities in order to remove conflicts between drilling and utilities in accordance with State law.
 - 4.1.3 Site characteristics will also be noted and the boring location adjusted to fit the site characteristics.
 - 4.2 Soil Borings
 - 4.2.1 Soil sample boring will be obtained using a truck-mounted drilling and sampling rig. Consultant will obtain 4 soil samples.
 - 4.2.2 Undisturbed samples of cohesive soil will be obtained using a thin-walled sample tube in accordance with ASTM D1587, Standard Method for Thin-Walled Tube Sampling of Soils.
 - 4.2.3 If encountered, sand or other granular soils will be retrieved with a split-barrel sampler. Standard Penetration Test (SPT) measurements will be made during the retrieval of each split-barrel sample in accordance with ASTM D1586, Standard Method for Penetration Test and Split-Barrel Sampling of Soils to determine the relative density of the granular

materials.

- 4.2.4 Field logs of the soil types and characteristics encountered at the boring location will be recorded in the field.
- 4.2.5 Groundwater levels, if encountered within the boring depths, will be recorded at the time of drilling and after 24 hours.
- 4.2.6 The borings will be filled. Extra soil will be removed from the drill locations.

4.3 Field Log Recording, containing the following:

- 4.3.1 Thicknesses of existing fill or other disturbed soil layers will be recorded on the boring logs in the field, where encountered.
- 4.3.2 Approximate locations of changes in soil type with depth.
- 4.3.3 Groundwater levels when encountered during drilling.
- 4.3.4 Identification of the subsurface materials described in accordance with ASTM D2488, Standard Practice for Description and Identification of Soils (Visual-Manual Procedure).
- 4.3.5 And other site conditions that may affect the engineering recommendations.

4.4 Laboratory Testing of Recovered Samples

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

4.5 Analysis of the Test Data

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

4.6 Report containing the following:

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

5. Public Involvement

- 5.1 Preliminary and Final Design Public Information Meeting. Consultant will assist the Client in conducting a Public Information Meeting (PIM). Prior to the meeting Consultant will work with the Client to develop a Public Involvement Plan to address public notifications, develop a database of project stakeholders and plan for the PIM, one-on-one meetings (6), or agency meetings that might be necessary. The Client will handle advertising for the meeting, and securing a suitable location for the meeting.

A public information meeting will be held following the plan in hand meeting and a second public information meeting will be conducted during the appraisals prior to negotiations.

The Consultant will create flyer for the public information meeting and will handle inviting the property owners and other stakeholders. Consultant will prepare materials for the PIM consisting of (1) aerials with the proposed improvements identifying impacts and construction easements; (2) Fact Sheet suitable for a mailer or handout at the PIM; power point presentation, rendering of HAWK signal, Minimum two proposed roadway section renderings to illustrate future conditions, and (3) Comment Form. The Fact Sheet will include the project purpose and need, summary of the project design criteria, features and relevant facts, as well as a project map.

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

5. Project Management and QC:

- 6.1 Project Management. This task includes activities to initiate and monitor project schedules, workload assignments and internal cost controls throughout the project. Also included are efforts to prepare and process invoices and monthly progress reports; prepare project correspondence with the Client and maintain project records.
- 6.2 NDOR Coordination. This includes coordination with the Local Projects Division and the Transportation Enhancement Division.
- 6.3 Quality Assurance/Quality Control. The Consultant will perform QA/QC checks at various stages of the study including prior to any official submittal.
- 6.4 Final Deliverables. Consultant will prepare final deliverables and submit to the Client and NDOR the electronic files and hard copies of all materials.
- 6.5 Stormwater Pollution Prevention Plan and Notice of Intent. A SWPPP and NOI will be completed in accordance with NDEQ regulations.
- 6.6 Bid Phase Services. Answer technical questions during bid advertisement directed from the NDOR.

7. Project Meetings:

- 7.1 Progress Meetings. Project staff will meet with the Client and/or NDOR for 10 progress meetings, and prepare minutes of the meetings. Assume 8 meetings will be held in Grand Island and 2 meetings in Lincoln.
- 7.2 Council Meetings (2). The Consultant shall attend 2 council meetings as requested by the City.

E. **DELIVERABLES:**

- 1. Monthly Invoices and Progress Reports
- 2. Meeting Minutes
- 3. *Categorical Exclusion Determination Form* and supporting documentation
- 4. *Hazardous Materials Review Memo*
- 5. Concurrence request letter to SHPO
- 6. *4(f) De Minimis Determination* letter and form.

7. Wetland Delineation Report
8. Biological Evaluation Letter
9. SWPPP and NOI
10. Agency concurrence letters
11. Traffic Study Report
12. Geotechnical Report
13. Drainage Design Memo.
14. Pavement Determination Form
15. Public Information Meeting Exhibits, Fact Sheet, Comment Sheet
16. Summary of Public Comments, and responses to written comments
17. Engineering Design Plans
18. PS&E package.
19. Hard copies of all materials and final electronic files

F. PROJECT INFORMATION FORMAT

1. Consultant will follow the State's CADD drafting procedures and guidelines in preparing plans and the wetland delineations.

G. SCHEDULE

1. Notice to Proceed: October 2011
2. 40% Plan-in-Hand: March 2012
3. Consultant Evaluation by City of Grand Island (RC): March 2012
4. Public Information Meeting: March 2012
5. Completion Date for NEPA Materials: July 2012
6. PS&E: July 2013
7. Consultant Evaluation by City of Grand Island (RC): July 2013
8. Project Letting: November 2013

NEPA Categorical Exclusion and Preliminary Engineering Project Cost

Project Name: _____
 Project Number: URB-5436(1)
 Control Number: 42707
 Location (City/County): Grand Island, Hall County
 Consultant/Project Manager: Mat Rief
 Phone/Email: mrief@oacconsulting.com
 LPA Responsible Charge: Scott Gripenstroh
 Phone/Email: scotg@grand-island.com
 NDOR Project Coordinator: Glen Steffensmeier
 Phone/Email: glen.steffensmeier@neb-raska.gov
 Date: September 15, 2011

LPA:

City of Grand Island

Labor Costs:	Hours	Rate	Amount
Personnel Classification			
Principal	2	\$26.94	\$4,315.88
Senior Environmental Scientist	5	\$51.60	\$3,870.00
Environmental Scientist	178	\$26.67	\$6,527.26
Assistant Environmental Scientist	120	\$18.51	\$2,221.20
Senior Engineer	821	\$42.21	\$38,875.41
Engineer	400	\$32.50	\$14,077.00
Assistant Engineer	434	\$23.09	\$10,021.06
Senior Designer/Technician	1308	\$22.27	\$29,857.62
Technician	478	\$16.65	\$9,353.40
Registered Surveyor	314	\$24.39	\$7,658.46
Administrative	127	\$27.75	\$3,535.25
TOTAL	4183		\$127,312.94

Direct Expenses:	Amount
Subconsultants	\$650.00
Printing and Reproduction Costs	\$2,056.00
Mileage/Travel	\$1,959.75
Lodging/Meals	\$286.00
Other Miscellaneous Costs	\$1,010.00
TOTAL	\$5,961.75

Total Project Costs:	Amount
Direct Labor Costs	\$127,312.94
Overhead @ 173.47%	\$220,849.73
Total Labor Costs	\$348,162.72
Fixed Fee @ 12.90%	\$44,912.00
Direct Expenses	\$5,961.75
PROJECT COST	\$399,037.44

Signature of Responsible Charge

Date

NEPA Categorical Exclusion and Preliminary Engineering Final Hours

Project Name: **Capital Avenue - Webb Rd to Broadwell Ave**
 Project Number: **URB-543W(5)**
 Contract Number: **4270T**
 Location (City, County): **Grand Island, Hall County**
 Consultant Project Manager: **Matt Rief**
 Phone/Email: **mrief@roapsonuthe.com**
 LPA Responsible Charge: **Scott Griepentrich**
 Phone/Email: **scottg@grand-island.com**
 NDOT Project Coordinator: **Gert Steffenmeister**
 Phone/Email: **gert.steffenmeister@nebraska.gov**
 Date: **September 15, 2011**

LPA:
City of Grand Island

TASKS	PERSONNEL CLASSIFICATIONS**											Total
	PR	SENV	ENV	SENV	SENG	ENG	AENG	SDS	TECH	SRVY	ADM	
For Engineering Services:												
1. Categorical Exclusion Document and Resource Reviews												
1.1 Resource Review			0	16	16	8					2	50
1.2 SHPO Letter			1	4	2	2		2				12
1.3 Section 5(f) / 6(f) Evaluation			16	16	32	12		12			2	90
1.4 Noise Study				50	0							70
1.5 Wetland Determination												
1.5.1 Review Existing Resources / Databases				5	2							7
1.5.2 Field Survey				8								8
1.5.3 Documentation of Findings			4	12	8					2		26
1.5.4 Mitigation Site Suitability Memorandum			1	4	4	2						11
1.5.5 40+ Nationwide Permit Application			2	16	8	4						31
1.5.6 Agency Coordination			2	8	2							12
1.6 Floodplains, Streams, and Rivers			1	2	2	2						7
1.7 Threatened and Endangered Species Review				2	4							7
1.8 Environmental Justice			4	4	4							12
1.9 Fumigate				1	2	1		1				5
1.10 Hazardous Materials Review and Memo				8	2							10
1.11 Documentation and Revisions			16	8	24	16					4	68
1.12 Property Access			4	4		16		24				48
2. Topographic Survey												
2.1 Survey Limits						3			4	160	160	332
2.2 Data Map Preparation								40		20		60
2.3 Horizontal and Vertical Control										25	35	60
2.4 Section Corners and Property Pins										30	30	60
2.5 Existing Utilities										20	20	40
2.6 Locate Easements										25	25	50
3. Preliminary Engineering												
3.1 Data Collection and Review						3	8		16			32
3.2 Note Reduction/Preliminary Paving						3	4		24			36
3.3 Traffic Analysis												
3.3.1 Traffic Data Collection								14		32		46
3.3.2 Existing Conditions Analysis							4	8		4		16
3.3.3 Crash Analysis						1	16	16		8		48
3.3.4 Traffic Projections						1	12	12				32
3.3.5 Future Traffic Analysis							4	8		4		16
3.3.6 Final Corridor and Intersection Geometrics Recommendation						1	4	4				16
3.3.7 Study Documentation						4	16	24		16	1	68
3.4 Intersection Traffic Signal Design						3	36	50		30		119
3.5 Pedestrian Signal Design						3	20	40		20		88
3.6 Traffic Signal Intersecting Design						4	10	10		32		60
3.7 Roadway Horizontal Alignment						5			24			30
3.8 Roadway Vertical Alignment						24			72			96
3.9 Roadway Cross-Sections						20			60			80
3.10 Earthwork						6			30			48
3.11 Roadway Shoulder Design						12	8		80			100
3.12 Drainage Design												
3.12.1 Review old drainage studies						2	16					18
3.12.2 Compute area and drainage runoff						2	8	16				36
3.12.3 Evaluate existing system capacity						4	16	16				36
3.12.4 Determine gutter capacity						1	2	8				11
3.12.5 Size the storm sewer						4	16	24				44
3.12.6 Develop a drainage map and memo						4	8	16				28
3.13 Storm Sewer Design						8	32	60		20		120
3.14 Street Lighting Design						4	68			4	32	108
3.15 Construction and Removal						24			72			96
3.16 Limits of Construction						16			32			48
3.17 Utility Coordination / Verification												
3.17.1 Verify location and size of existing utilities						12	8		24			44
3.17.2 Develop existing water main, sanitary sewer, and gas line profiles						12	8		40	16	16	92
3.17.3 Utility Coordination Meetings (5)						15			15			30
3.18 Construction Phasing						24	8		32			64
3.19 Permit / Notices to Begin						4			16			20
3.20 Quantities/Estimates						16	8	8	40			72
3.21 Typical Sections/Details						8	4	8	24			44
3.22 Plan-in-Hand Meeting/Report						16	8		8			32
3.23 Right-of-Way Design												
3.23.1 Existing Right-of-Way Data						4			24		8	36
3.23.2 Proposed Right-of-Way						16			40			56
3.23.3 Right-of-Way Strip Map						8			40			48
3.24 Construction Traffic Control/Reversible Plan						12	61		40			100
3.25 Marking/Signing Plan						8	12	16	40			76
3.26 Sediment and Erosion Control Sheets							12	36				48
3.27 Bike Trail Design												
3.27.1 Hike/Bike and Vehicle Rightway Usage						16			40			56
3.27.2 Construction Plans						8			20			28

NEPA Categorical Exclusion and Preliminary Engineering Final Hours

Project Name: **Capital Avenue - Webb Rd to Broadwell Ave**
 Project Number: **URB-5434(5)**
 Cost No: **42707**
 Location (City County): **Grand Island, Hall County**
 Consultant Project Manager: **Matt Reel**
 Phone/Email: **mreel@hcrconsulting.com**
 LPA Responsible Charge: **Scott Griepentoch**
 Phone/Email: **scottg@grand-island.com**
 NDOR Project Coordinator: **Gen Steffensmeier**
 Phone/Email: **gen.steffensmeier@nebraska.gov**
 Date: **September 15, 2011**

LPA:

City of Grand Island

TASKS	PERSONNEL CLASSIFICATIONS**											
	PR	SENV	ENV	AENV	SENG	ENG	AENG	SDES	TRCH	SEVY	ADM	Total
For Engineering Services:												
3.27.2 Gr 60 Editions					0			20				20
3.28 Specifications & Special Provisions					24	8						32
3.29 Plan in Hand Plan Submittal					4	2		12			2	20
3.30 90% Plan Submittal					8	4		24			2	38
3.31 NDOR FS & IE Submittal					22	8		32			4	76
4. Geotechnical Analysis												
4.1 Project Preparation					2			4				6
4.2 Soil Borings								10	10			20
4.3 Field Log Recording the following								4				4
4.4 Laboratory Testing of Recovered Samples									12			12
4.5 Analysis of the Test Data					2		6					8
4.6 Report					3		12					20
5. Public Involvement												
5.1 Preliminary & Final Design Public Information Meeting												
5.1.1 One-on-One Meetings (6)					16			16				32
5.1.2 Public Meeting #1 Preparation		2			24	4		32			32	94
5.1.3 Public Meeting #1		6			10			6			8	28
5.1.4 Public Meeting #1 Recap					16			8			8	32
5.1.5 Public Meeting #2 Preparation					24	4		24			32	68
5.1.6 Public Meeting #2					10			4				14
5.1.7 Public Meeting #2 Recap					12			6			4	22
6. Project Management and QC												
6.1 Project Management		24			124						24	152
6.2 NDOR Coordination					12							12
6.3 Quality Assurance/Quality Control		48										48
6.4 Final Deliverables					10			24			8	42
6.5 Stormwater Pollution Prevention Plan and Notice of Intent					2	6	16					24
6.6 Bid Phase Services					3							3
7. Progress Meetings												
7.1 Progress Meetings		8	2		26	8		20				64
7.2 Council Meetings (2)					3							3
Total Hours	72	75	178	120	321	490	434	1,206	475	314	127	4,333
Total Days (8 hrs)	9.0	9.4	22.3	15.0	115.1	57.5	54.3	150.8	59.5	39.3	15.9	547.9

CLASSIFICATIONS**

PR = Principal
 SENV = Senior Environmental Scientist
 ENV = Environmental Scientist
 AENV = Assistant Environmental Scientist
 SENG = Senior Engineer
 ENG = Engineer
 AENG = Assistant Engineer
 SDES = Senior Designer/Technician

TRCH = Technician
 SEVY = Registered Surveyor
 ADM = Administration

**For Project Manager, use one of the above technical classifications.

**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" with the corresponding title (ex. Graphic Artist). Once the user-definitions are added, this y will self-populate the Estimate of Hours table, as well as the remaining sheets.

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 cancellation 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.

Blended Rates Worksheet

STAFFING PLAN			
EMPLOYEE NAME	CLASSIFICATION ¹	SALARY RATE	% ASSIGNED ²
Principal			
Randy Kessler		\$65.40	50.0%
Tom Likam	Team Leader	\$54.47	50.0%
		Blended Rate:	\$59.94
Senior Environmental Scientist			
Joan Carling		\$51.60	100.0%
		Blended Rate:	\$51.60
Environmental Scientist			
Deanna Pulse		\$29.51	25.0%
Keith Hootson		\$41.10	35.0%
Bill Fritz		\$37.27	40.0%
		Blended Rate:	\$36.67
Senior Engineer			
Matthias	Senior Project Engineer	\$42.59	90.0%
Andrew Phillips	Geotech Engineer	\$38.87	5.0%
Justin Petersen	Traffic Engineer	\$38.63	5.0%
		Blended Rate:	\$42.21
Engineer			
Tim Gaska		\$29.89	30.0%
Darin Gaska	Lighting Engineer	\$34.17	25.0%
Dave Ziska	Utility Engineer	\$35.38	20.0%
Shane King	Traffic Engineer	\$31.94	25.0%
		Blended Rate:	\$32.56
Assistant Engineer			
Evan Schmitz		\$22.77	40.0%
Calvin Smith		\$23.31	30.0%
Greg Selva		\$23.28	30.0%
		Blended Rate:	\$23.08
Senior Designer/Technician			
Zack Loomis	Roadway Designer	\$22.15	85.0%
Mike Sorgenfrei	Drill Technician	\$24.25	10.0%
Dan Krawinkel	Lab Technician	\$25.99	5.0%
		Blended Rate:	\$22.27
Assistant Environmental Scientist			
Dan McNeil		\$18.51	100.0%
		Blended Rate:	\$18.51
Technician			
Nash Jones	Survey Technician	\$19.09	70.0%
Dustin Huffman	Drill Technician	\$17.50	10.0%
Ryan Weerts	Traffic Technician	\$15.45	10.0%
Ronan Riva	Lighting Technician	\$17.83	10.0%
		Blended Rate:	\$19.25
Registered Surveyor			
Jai Andrie		\$30.67	20.0%
Janice Hunt		\$27.84	80.0%
		Blended Rate:	\$29.39
Administration			
Erik Cederlund	Administrative Assistant	\$16.63	25.0%
Lisa Soltry	Public Information	\$22.12	75.0%
		Blended Rate:	\$20.78

¹ If you actual employee classification as designated by firm.

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

Consultant Independent Cost Estimate
Labor Rates

Exhibit D

FEES AND PAYMENTS

EXHIBIT "E"

- A. For performance of the services as described in this agreement, the Consultant will be paid a fixed-fee-for-profit of \$44,912.99, as defined in paragraph E of this section, and up to a maximum amount of \$354,124.45 for actual costs as defined in paragraph F of this section. The total agreement amount is \$399,037.44. Progress and final payments will be based on receipted invoices or certified billings and compensation will be in accordance with all requirements and limitations of the federal cost principles contained in the Federal Acquisition Regulation (48 CFR 31).
- B. The Consultant shall require the subconsultants (if applicable) to notify them if at any time they determine that their costs will exceed their estimated actual costs. The Consultant shall not allow the subconsultants to exceed their estimated actual costs without prior written approval of the LPA. The Consultant is cautioned that cost under-runs associated with any subconsultant's contract are not available for use by the Consultant unless the LPA and FHWA (when applicable) have given prior written approval.
- C. The LPA is not responsible for costs incurred prior to the Notice-to-Proceed date or after the completion deadline date stated in the NOTICE TO PROCEED AND COMPLETION section of this agreement or as provided in a written time extension notification.
- D. Final payment will be based on an audit to be performed by the State at the conclusion of the work.
- E. Fee for profit is computed upon the direct labor costs and overhead costs. The Fee for Profit is not allowable upon direct non-labor costs. The Fee for profit is calculated by multiplying the sum of the direct labor and overhead costs billed by the negotiated Fee for Profit rate of "12.90%".
- F. 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 normal hourly rate as established by the company's compensation plan.

- (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 charges in this category include actual allowable expenses for personnel away from their base of permanent assignment, 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 similar items.
- A non-labor cost cannot be charged as a direct cost and also 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.
- Payment for eligible direct non-salary costs must be made on receipted invoices whenever possible, or on certified billings of the Consultant. For purposes of standardization on this agreement, the following expenses will be reimbursed at actual costs, not to exceed the rates as shown below.
- (a) The reimbursement for vehicle 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. For vehicle mileage associated with the use of a privately owned vehicle (POV), reimbursement 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 Fare will be actual reasonable cost giving the State all discounts.
- (c) The reimbursement for meal and lodging rates shall be 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/portals/category/103120>

- (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 rate indicated in (c) above. When requested by LPA or State, the Consultant will provide a copy of the meal receipts.

- (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 paragraph A of this section. When an audit is performed by the State at the completion of the work, the actual allowable overhead rate for the year the project labor was incurred will be applied to the direct labor costs for that year. If

a particular year's actual overhead has not yet been computed or approved by the State, the most recent year's accepted rate will be applied. The audit may result in additional funds due the Consultant or a cost due from the Consultant to the State.

- G. The Consultant shall submit invoices to the LPA at a minimum of monthly intervals. 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 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 LPA
4. Percent of work completed to date
5. A completed "Cost Breakdown Form" which is located on the State's webpage at www.transportation.nebraska.gov/rfp.

If the Consultant does not submit a monthly invoice, it shall submit its progress report monthly. The State, on behalf of LPA, will make every effort to pay the Consultant within 30 days of receipt of the Consultant's invoices. Payments are dependent upon whether the monthly progress reports provide adequate substantiation for the work and whether the LPA determines that the work submitted is satisfactory.

- H. 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 requirement deliverables have been submitted to the satisfaction of the LPA.
 3. There are 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.

- I. Upon determination that the work was adequately substantiated and satisfactory payment will be made in the amount of 100 percent of the billed actual costs and fee for profit. Upon acceptance by the LPA and the State, a final audit of all invoiced amounts will be completed by the State or its authorized representative. The Consultant agrees to reimburse the State for any overpayments discovered by the State or its authorized representative.
- J. The Consultant shall 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 under this agreement. 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 at the State's expense.
- K. The acceptance by the Consultant of the final payment will constitute and operate as a release to the LPA and 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.

RESOLUTION 2011-283

WHEREAS, by Resolution 2011-124 Grand Island City Council approved entering into an agreement with the Nebraska Department of Roads for the Capital Avenue Widening – Webb Road to Broadwell Avenue Project; and

WHEREAS, the City of Grand Island solicited proposals for engineering consulting services for such project; and

WHEREAS, the City of Grand Island and Olsson Associates of Omaha, Nebraska wish to enter into an Engineering Services Agreement to provide engineering consulting services for such project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Engineering Services Agreement between the City of Grand Island and Olsson Associates of Omaha, Nebraska for engineering consulting services related to the Capital Avenue Widening – Webb Road to Broadwell Avenue Project is hereby approved.

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

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Adopted by the City Council of the City of Grand Island, Nebraska, September 27, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk