

# **City of Scottsbluff, Nebraska**

**Monday, July 6, 2020**

**Regular Meeting**

## **Item Resolut.2**

**Council to discuss and consider action on the Construction Engineering Agreement between the City of Scottsbluff and M.C. Schaff & Associates for the Scottsbluff Monument Pathway North Project; approve the Mayor to execute the Agreement and approve the Resolution.**

**Staff Contact: Mark Bohl, Public Works Director**

Agreement No.	BK2047
NTP Date	
Agreement Amount	SRC \$641,410.02

**PROFESSIONAL SERVICES AGREEMENT**  
**LPA PROJECTS**  
**ENGINEERING SERVICES**

CITY OF SCOTTSDLUFF, NEBRASKA  
M.C. SCHAFF & ASSOCIATES, INC.  
PROJECT NO. ENH-79(42)  
CONTROL NO. 51512  
SCOTTSDLUFF MONUMENT VALLEY PATHWAY NORTH

**THIS AGREEMENT** is between the CITY OF SCOTTSDLUFF, NEBRASKA ("LPA") and M.C. SCHAFF & ASSOCIATES, INC. ("Consultant"), collectively referred to as the "Parties".

**WITNESSETH**

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

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

**WHEREAS**, LPA desires that this project be developed and constructed under the designation of Project No. ENH-79(42) and formally authorizes the signing of this Agreement, as evidenced by the Resolution of LPA dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, attached as Exhibit "E" and incorporated herein by this reference, and

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

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

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

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

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

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

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

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

## **SECTION 1. DEFINITIONS**

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

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

**"CONSULTANT"** means the firm of M.C. SCHAFF & ASSOCIATES, INC. and any employees thereof, whose business and mailing address is 818 South Beltline Highway East, Scottsbluff, Nebraska 69361.

**"LPA MANUAL"** means the Nebraska Department of Transportation's LPA Guidelines Manual for Federal-Aid Projects. The LPA Manual is a document approved by the Federal Highway Administration (FHWA) that sets out the requirements for local federal-aid projects to be eligible for federal reimbursement; the LPA Manual can be found in its entirety at the following web address: <http://dot.nebraska.gov/media/6319/lpa-guidelines.pdf>.

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

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

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

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

## **SECTION 4. NOTICE TO PROCEED AND COMPLETION SCHEDULE**

- 4.1 LPA, or State on behalf of LPA, will issue Consultant a written Notice-to-Proceed upon 1) full execution of this Agreement, 2) LPA's determination, or State's determination on LPA's behalf, that federal funding approval has been obtained for the project and 3) State's concurrence that the form of this Agreement is acceptable for federal funding eligibility. Any work or services performed by Consultant on the project prior to the date specified in the written Notice-to-Proceed will not be eligible for reimbursement.
- 4.2 In the event that prior to the Effective Date of this Agreement, LPA or State, on LPA's behalf, issue Consultant a Notice-to-Proceed and Consultant began work, State, on LPA's behalf, will pay for such work in accordance with this Agreement and the Parties are bound by this Agreement as if the work had been completed after the Effective Date of the Agreement.
- 4.3 Consultant shall complete the Services according to the schedule in attached Exhibit "B" Band shall complete all Services required under this Agreement in a satisfactory manner by October 17, 2021. Costs incurred by Consultant after the completion date, are not eligible for reimbursement unless Consultant has received a written extension of time

## PROFESSIONAL SERVICES AGREEMENT

from LPA or State, on LPA's behalf. Extensions of the time to complete the Services must not be construed as an extension to the duration of the agreement.

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

### **SECTION 5. DURATION OF THE AGREEMENT (Matches Construction Project Lifespan)**

- 5.1 **Effective Date** – This Agreement is effective when executed by the Parties.
- 5.2 **Expiration Date** -- This Agreement expires when State has (a) completed the project final audit and cost settlement or (b) waived the requirement of a financial audit.
- 5.3 **Duration of the Agreement** – The Agreement duration is from the Effective Date to the Expiration Date. The Agreement duration is "specified" under Neb. Rev. Stat. § 73-506 to the period of time necessary for a Consultant to complete the applicable phase or phases of the development of this particular federal, state or locally funded construction project, including when applicable, the time during construction of the project.
- 5.4 **Identifying Date** – This Agreement may be identified by the date LPA signed the agreement.
- 5.5 **Termination or Suspension** – LPA, or State on LPA's behalf, reserves the right to terminate or suspend this Agreement at any time for any of the reasons provided herein.

### **SECTION 6. SCOPE OF SERVICES**

- 6.1 LPA and Consultant understand that the Services provided by Consultant must be completed in accordance with all federal-aid reimbursement requirements and conditions. Consultant shall provide Construction Engineering for project ENH-79(42), Scottsbluff Monument Valley Pathway North, in Scotts Bluff County, Nebraska, at the location shown on Exhibit "A" attached and incorporated herein by this. The Scope of Services ("Services") is outlined in Exhibit "B", attached and incorporated herein by this reference.
- 6.2 Exhibit "B" is the result of the following process:
- Consultant was provided with a document describing the detailed proposed Scope of Services for this project
  - Consultant made necessary and appropriate proposed additions, deletions, and revisions to the detailed Scope of Services document
  - Consultant participated in a review of the proposed Scope of Services, and the proposed revisions, and negotiated the final detailed Scope of Services and Fee Proposal document, as shown in Exhibit "B".
- 6.3 LPA, or State on LPA's behalf, has the absolute right to add or subtract from the Scope of Services at any time and such action on its part will in no event be deemed a breach of this agreement. The addition or subtraction will become effective seven days after mailing written notice of such addition or subtraction.
- 6.4 Any change in the Services will follow the process specified in the *Out of Scope Services and Consultant Work Orders* section in Exhibit "C", attached and incorporated herein by this reference.

### **SECTION 7. STAFFING PLAN (PE)**

- 7.1 Consultant has provided LPA and State with Staffing Plan(s), described in Exhibit "C".

Project No. ENH-79(42)  
Control No. 51512  
Scottsbluff Monument Valley Pathway North

Page 3 of 16  
Agreement No. BK2047

## PROFESSIONAL SERVICES AGREEMENT

The Staffing Plan(s) identifies the employees of Consultant and Subconsultant who are anticipated to provide Services under this Agreement. Consultant understands that LPA and State are relying on key personnel from the Staffing Plan(s) to be primarily responsible for completing the Services under this Agreement. LPA and State consider the Principals, Senior level staff, Project Managers, Team Leaders or other similar classifications, to be the key personnel for the Services provided. Consultant and Subconsultant may make occasional temporary changes to the key personnel. However, any permanent change to Consultant's or Subconsultant's key personnel will require prior written approval from LPA, or State on LPA's behalf.

- 7.2 Personnel who are added to the Staffing Plan as replacements must be persons of comparable training and experience. Personnel added to the Staffing Plan as new personnel and not replacements must be qualified to perform the intended services. Failure on the part of Consultant or Subconsultant to provide acceptable replacement personnel or qualified new personnel to keep the Services on schedule will be cause for termination of this Agreement, with settlement to be made as provided in Exhibit "C".

**SECTION 8.** *This section has intentionally been left blank.*

### **SECTION 9. NEW EMPLOYEE WORK ELIGIBILITY STATUS**

- 9.1 Consultant agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. Consultant agrees to contractually require any subconsultants to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.
- 9.2 The undersigned duly authorized representative of Consultant, by signing this Agreement, hereby attests to the truth of the following certifications, and agrees as follows:
- Neb.Rev.Stat. § 4-114. I certify compliance with the provisions of Section 4-114 and, hereby certify that this Consultant shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. I agree to require all subconsultants, by contractual agreement, to require the same registration and verification process.
- 9.3 If Consultant is an individual or sole proprietorship, the following applies:
- a. Consultant must complete the United States Citizenship Attestation form and attach it to this Agreement. This form is available on the Department of Transportation's website at <http://dot.nebraska.gov/media/2802/ndot289.pdf>.
  - b. If Consultant indicates on such Attestation form that he or she is a qualified alien, Consultant agrees to provide the US Citizenship and Immigration Services

## PROFESSIONAL SERVICES AGREEMENT

documentation required to verify Consultant lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

- c. Consultant understands and agrees that lawful presence in the United States is required and Consultant may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb.Rev.Stat. §4-108.

### **SECTION 10. FEES AND PAYMENTS**

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

### **SECTION 11. CONSULTANT'S PERFORMANCE (LPA PE)**

#### **11.1 Standard of Performance**

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

#### **11.2 Quality of Service**

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

#### **11.3 Performance Evaluation**

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

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

remedies for substandard performance will apply even in the absence of a Consultant Performance Evaluation.

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

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

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

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

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

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

**SECTION 13. DISPUTES**

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

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

**14.1 Suspension or Termination**

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

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

**14.2** *This section has intentionally been left blank.*

**14.3 Suspension**

- a. **Suspension for Convenience.** If LPA or State, on LPA's behalf, suspends the work for convenience, Consultant will be given notice of the date of suspension, which date will be no fewer than three (3) business days after notice is given. Such notice will provide the reason(s) for such suspension. Consultant will not be compensated for any Services completed or costs incurred after the date of suspension. Consultant shall provide LPA and State a detailed summary of the current status of the Services completed and an invoice of all costs incurred up to and including the date of suspension.
- b. **Suspension for Cause.** If LPA or State, on LPA's behalf, suspends the work for cause or for issues related to performance, responsiveness or quality that must be corrected by Consultant, Consultant will be given notice of the date of suspension, which date will be no fewer than three (3) business days after notice is given. The

## PROFESSIONAL SERVICES AGREEMENT

notice of suspension will provide Consultant with the reason(s) for the suspension, a timeframe for Consultant to correct the deficiencies, and when applicable, and a description of the actions that must be taken for LPA or State to rescind the suspension. Consultant's right to incur any additional costs will be suspended at the end of the day of suspension and will continue until all remedial action is completed to the satisfaction of LPA and State. Failure to correct the deficiencies identified in a suspension will be grounds for termination of this Agreement.

### 14.4 Termination

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

### 14.5 Compensation upon suspension or termination

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

## **SECTION 15. OWNERSHIP OF DOCUMENTS**

- 15.1 All surveys, maps, studies, reports, computations, charts, plans, specifications, electronic data, shop drawings, diaries, field books, and other project documents prepared or obtained under the terms of this Agreement are the property of LPA. Consultant shall deliver these documents to LPA at the conclusion of the project for inclusion in LPA's federal-aid file.
- 15.2 LPA acknowledges that such data may not be appropriate for use on an extension of the Services covered by this Agreement or on other projects. Any use of the data for any purpose other than that for which it was intended without the opportunity for Consultant to review the data and modify it if necessary for the intended purpose will be at LPA's sole risk and without legal exposure or liability to Consultant.
- 15.3 Further, Consultant shall keep time sheets and payroll documents in Consultant's files for at least three years from the completion of final cost settlement by FHWA and project closeout by State.

## **SECTION 16. CONFLICT OF INTEREST LAWS**

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

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

Project No. ENH-79(42)  
Control No. 51512  
Scottsbluff Monument Valley Pathway North

Page 8 of 16  
Agreement No. BK2047

## PROFESSIONAL SERVICES AGREEMENT

- 17.1 Certain information provided by LPA or State to Consultant is confidential information contained within privileged documents protected by 23 U.S.C. §409. "Confidential information" means any information that is protected from disclosure pursuant to state and federal law and includes, but is not limited to, accident summary information, certain accident reports, diagnostic evaluations, bridge inspection reports, and any other documentation or information that corresponds with said evaluations or reports, and any other information protected by 23 U.S.C. §409. "Privileged document" means any document pertaining to any file or project maintained by LPA or State that is privileged and protected from disclosure, pursuant to appropriate state and federal law, including any document containing attorney-client communications between an LPA or State employee and Legal Counsel. This confidential and privileged information is vital and essential to Consultant in order that Consultant adequately design the project at hand on behalf of LPA or State.
- 17.2 Consultant agrees it will only use any information or documentation that is considered to be privileged or confidential for the purposes of executing the services by which it has agreed to render for LPA or State for the project at hand only. Consultant agrees not to reveal, disseminate, or provide copies of any document that is confidential and privileged to any individual or entity. LPA or State agrees that any information or documentation that is considered to be privileged or confidential that is provided to Consultant will be marked with the following information (Approved 11/4/11):
- "CONFIDENTIAL INFORMATION: Federal Law, 23 U.S.C §409, prohibits the production of this document or its contents in discovery or its use in evidence in a State or Federal Court. The State of Nebraska [or LPA] has not waived any privilege it may assert as provided by that law through the dissemination of this document and has not authorized further distribution of this document or its contents to anyone other than the original recipient."***
- 17.3 Consultant agrees to obtain the written approval of LPA and State prior to the dissemination of any privileged or confidential information or documentation if it is unclear to Consultant whether such information or documentation is in fact privileged or confidential.
- 17.4 Consultant and LPA or State agree that any unauthorized dissemination of any privileged or confidential information or documentation on the part of Consultant will create liability on the part of Consultant to LPA or State for any damages that may occur as a result of the unauthorized dissemination. Consultant agrees to hold harmless, indemnify, and release LPA or State from any liability that may ensue on the part of LPA or State for any unauthorized dissemination of any privileged or confidential information or documentation on the part of Consultant.

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

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

## PROFESSIONAL SERVICES AGREEMENT

from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

### **SECTION 19. GENERAL COMPLIANCE WITH LAWS**

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

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

- 20.1 Consultant agrees to hold harmless LPA and State from all claims and liability due to the error, omission, or negligence of Consultant or Consultant's agents or employees in the performance of Services under this Agreement. It is expected that in carrying out the work under this Agreement, Consultant will make various decisions and judgments and Consultant will determine what actions are required by Consultant and by others to properly complete the work. Nothing in this Agreement shall be interpreted to relieve Consultant from any liability it would otherwise have to LPA or State in carrying out the work under this Agreement.
- 20.2 For the duration of this Agreement, Consultant shall carry insurance as outlined in Exhibit "D", attached and incorporated herein by this reference. In any contract Consultant has with a subconsultant, Consultant shall require that subconsultant meet the insurance requirements outlined in Exhibit "D".

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

#### **21.1 Coordinating Professional:**

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

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

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

#### **21.2 Professional Registration:**

To the extent the work requires engineering services, Consultant shall affix and sign the seal of a registered professional engineer or architect licensed to practice in the State of

Project No. ENH-79(42)

Control No. 51512

Scottsbluff Monument Valley Pathway North

Page 10 of 16  
Agreement No. BK2047

## PROFESSIONAL SERVICES AGREEMENT

Nebraska, on all applicable documents, plans, specifications, and reports prepared under any Agreements as required by the Nebraska Engineers and Architects Regulations Act.

### **SECTION 22. SUCCESSORS AND ASSIGNS**

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

### **SECTION 23. DRUG-FREE WORKPLACE POLICY**

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

### **SECTION 24. FAIR EMPLOYMENT PRACTICES ACT**

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

### **SECTION 25. DISABILITIES ACT**

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

### **SECTION 26. DISADVANTAGED BUSINESS ENTERPRISES**

- 26.1 Consultant shall ensure that disadvantaged business enterprises, as defined in 49 CFR 26, have the maximum opportunity to compete for and participate in the performance of subagreements financed in whole or in part with federal funds under this Agreement.
- 26.2 Consultant shall not discriminate on the basis of race, color, sex, age, disability, or national origin in the award and performance of FHWA-assisted contracts. Failure of Consultant to carry out the requirements set forth above will constitute a breach of this Agreement and, after the notification of the FHWA, may result in termination of this Agreement by LPA or State or such remedy as LPA or State deem appropriate.

### **SECTION 27. TITLE VI NONDISCRIMINATION CLAUSES**

#### **27.1 Compliance with Regulations**

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

#### **27.2 Nondiscrimination**

Consultant, with regard to the work performed by it after award and prior to completion of this Agreement, shall not discriminate on the basis of race, color, sex, age, disability, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5, including employment practices when the agreement covers a program set forth in Appendixes A, B, and C of 49 CFR 21.

#### **27.3 Solicitations for Subagreements, Including Procurements of Materials and Equipment**

In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subagreement, including procurements of materials or equipment, each potential subconsultant or supplier shall be notified by Consultant of

## PROFESSIONAL SERVICES AGREEMENT

Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of race, color, sex, age, disability, or national origin.

### 27.4 Information and Reports

Consultant shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by LPA, State or FHWA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall certify to LPA, State or FHWA, as appropriate, and set forth what efforts it has made to obtain the information.

### 27.5 Sanctions for Noncompliance

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

### 27.6 Incorporation of Provisions

Consultant shall include the provisions of subsections 27.1 through 27.5 of this Agreement in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. Consultant shall take such action with respect to any subagreement or procurement as LPA, State or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event a Consultant becomes involved in or is threatened with litigation with a subconsultant/ subcontractor as a result of such direction, Consultant may request that LPA or State enter into such litigation to protect the interests of LPA or State and, in addition, Consultant may request that the LPA, State and the United States enter into such litigation to protect the interests of the LPA, State and United States.

## **SECTION 28. SUBLETTING, ASSIGNMENT, OR TRANSFER**

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

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

28.3 As outlined in SECTION 26. DISADVANTAGED BUSINESS ENTERPRISES, Consultant shall take all necessary and reasonable steps to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform subagreements. Any written request to sublet any other services must include documentation of efforts to employ a disadvantaged business enterprise.

**SECTION 29. CONSULTANT CERTIFICATIONS**

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

- 29.1 Neb.Rev.Stat. § 81-1715(1). I certify compliance with the provisions of Section 81-1715 and, to the extent that this Agreement is a lump sum, actual costs-plus-fixed-fee, or specific rates of compensation type professional service Agreement, I hereby certify that wage rates and other factual unit costs supporting the fees in this Agreement are accurate, complete, and current as of the date of this Agreement. I agree that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which State determines the contract price had been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.
- 29.2 Neb.Rev.Stat. §§ 81-1717 and 1718. I hereby certify compliance with the provisions of Sections 81-1717 and 1718 and, except as noted below, neither I nor any person associated with the firm in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position involving the administration of federal funds:
- a. Has employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this Agreement, or
  - b. Has agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out this Agreement, or
  - c. Has paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with procuring or carrying out this Agreement, except as here expressly stated (if any).
- 29.3 Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions. Section 29.3a below contains 10 instructions that consultant agrees to follow in making the certifications contained in 29.3b.
- a. Instructions for Certification
    1. By signing this Agreement, Consultant is providing the certification set out below.
    2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this project. Consultant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with State's determination whether to enter into this Agreement. However, failure of Consultant to furnish a certification or an explanation will disqualify Consultant from participation in this Agreement.
    3. The certification in this clause is a material representation of fact upon which reliance was placed when State determined to enter into this Agreement. If it is later determined that Consultant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, State may terminate this Agreement for cause or default.

## PROFESSIONAL SERVICES AGREEMENT

4. Consultant shall provide immediate written notice to State if at any time Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
  5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549 – Debarment and suspension. Exec. Order No. 12,549, 51 Fed. Reg. 6370 (1986).
  6. Consultant agrees that should the proposed covered transaction be entered into, it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by State before entering into this Agreement.
  7. Consultant further agrees to include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by State without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
  8. Consultant in a covered transaction may rely upon a certification of a prospective Subconsultant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Consultant may decide the method and frequency by which it determines the eligibility of its principals.
  9. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
  10. Except for transactions authorized under paragraph a.6. of these instructions, if Consultant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, State may terminate this Agreement for cause or default.
- b. Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions
1. By signing this Agreement, Consultant certifies to the best of its knowledge and belief, that it and its principals:
    - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
    - b) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local)

transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 1.b) above; and
- d) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

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

### **SECTION 30. LPA CERTIFICATION**

- 30.1 By signing this Agreement, I do hereby certify that, to the best of my knowledge, Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement to:
- a. employ or retain, or agree to employ or retain, any firm or person, or
  - b. pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.
- 30.2 I acknowledge that this certification is to be furnished to the FHWA, upon their request, in connection with this Agreement involving participation of Federal-Aid highway funds and is subject to applicable state and federal laws, both criminal and civil.

### **SECTION 31. ENTIRE AGREEMENT**

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

PROFESSIONAL SERVICES AGREEMENT

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

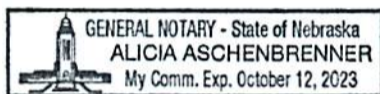
EXECUTED by Consultant this 26<sup>th</sup> day of June, 2020.

M.C. SCHAFF & ASSOCIATES, INC.  
David Schaff, P.E.

  
Vice President

STATE OF NEBRASKA                    )  
  )ss.  
SCOTTS BLUFF COUNTY                )

SUBSCRIBED AND SWORN to before me this 26<sup>th</sup> day of June, 2020, \_\_\_\_.



  
Notary Public

EXECUTED by the CITY OF SCOTTSBLUFF this \_\_\_\_\_ day of \_\_\_\_\_, 2020, \_\_\_\_.

CITY OF SCOTTSBLUFF  
Raymond Gonzales

\_\_\_\_\_  
Mayor

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Clerk

STATE OF NEBRASKA  
DEPARTMENT OF TRANSPORTATION  
Form of Agreement Approved for  
Federal Funding Eligibility  
Jodi Gibson

\_\_\_\_\_  
Local Assistance Division Manager      Date

# City of Scottsbluff Master Pathways Plan - 2012

 Pedestrian Overpass  
 Pathway

- 1 Monument Pathway
- 2 Trailhead
- 3 Cleveland Field
- 4 Cleveland Field North
- 5 JC Park
- 6 Westmor Park
- 7 McCaffee Park
- 8 Don Park
- 9 Northwood Park
- 10 Terry Carpenter Park
- 11 HS Practice Field
- 12 Park and Path
- 13 Frank Park
- 14 Pioneer Park
- 15 Water Tower Park
- 16 Bee Lovell Park
- 17 Centennial Park
- 18 Senior Center
- 19 Mini Park
- 20 Neighbor Park
- 21 East Overland Park
- 22 Veterans Park
- 23 Monument Valley Pathways
- 24 Rebecca Winters' Grave & Historical Marker
- 25 Lacy Park
- 26 Riverside Zoo
- 27 Riverside CG
- 28 Riverside Park
- 29 Trails West Camp
- 30 Fairview Cemetery
- 31 YMCA Parking for Monument Pathway
- 32 Splash Arena
- 33 Constitution Park
- 34 Westmor Pool
- 35 13th Street Park

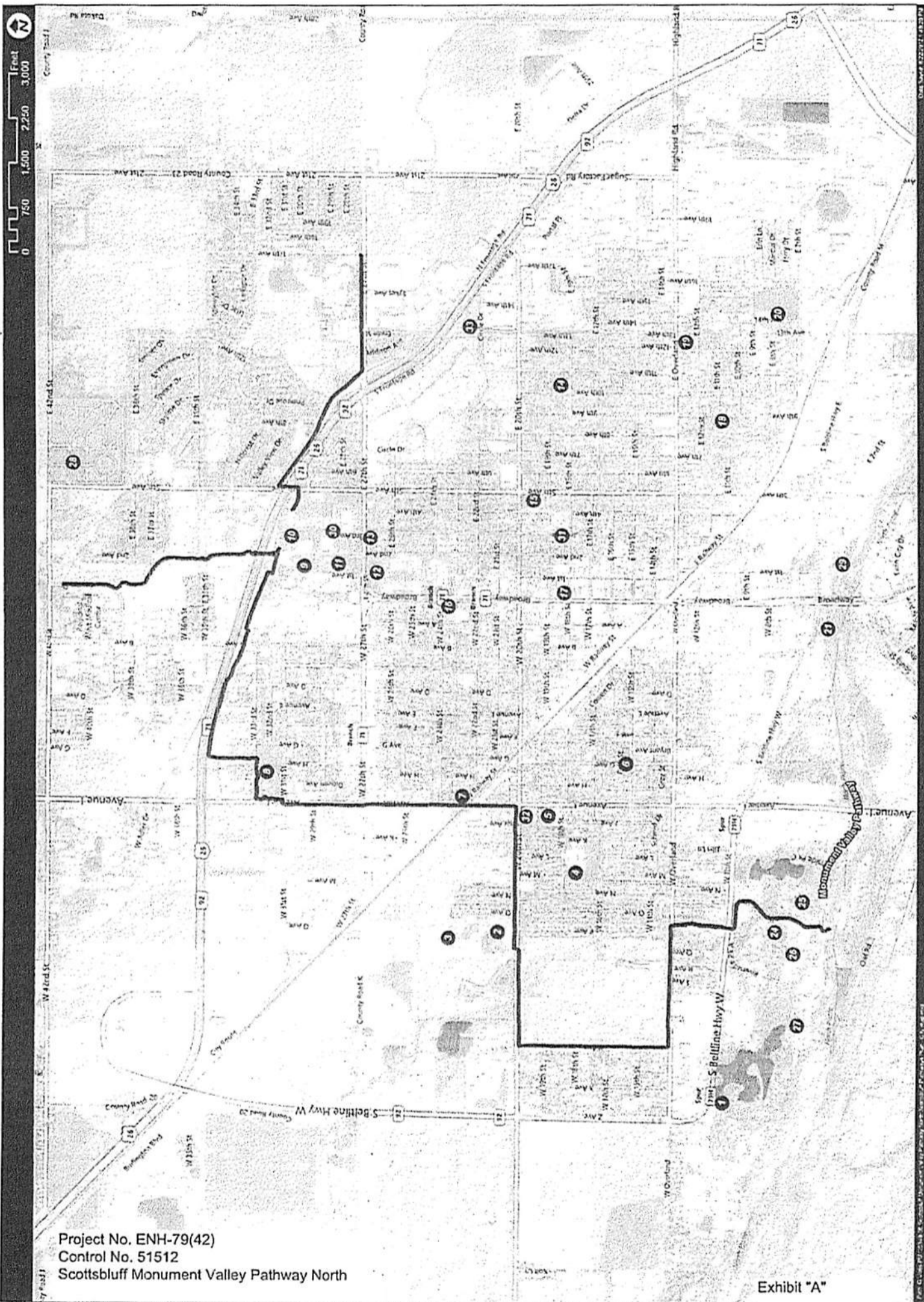
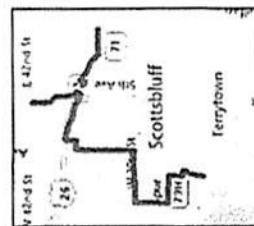


Exhibit "A"

Exhibit \_\_\_\_  
SCOPE OF SERVICES

CONSTRUCTION ENGINEERING  
for

Project Name: **Scottsbluff Monument Valley Pathway North**  
Project Number: **ENH-79(42)**  
Control Number: **51512**

**A. PROJECT DESCRIPTION**

This scope provides for construction engineering services for **Scottsbluff Monument Valley Pathway North** in **Scottsbluff, Nebraska**. The project consists of the following improvements: **Grading, Retaining Wall, MSE Wall, Concrete Pavement, Culverts, Seeding, Landscaping, Bridge, Electrical, Signing, and General Items.**

**M.C. Schaff & Associates, Inc.,** (Consultant) shall serve as agent for the **City of Scottsbluff, (LPA)**, representing the LPA in all matters related to construction engineering services for this project.

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

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

**B. APPLICABLE PUBLICATIONS**

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

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

**C. LPA SHALL PROVIDE**

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

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

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

Project Number: **ENH-79(42)**  
Control Number: **51512**  
Construction Engineering Services

Exhibit "B"  
Page 1 of 14

**D. CONSULTANT SHALL PROVIDE**

1. **Project Management and Coordination.** This task includes activities to initiate and monitor project schedules, workload assignments and internal cost controls throughout the project. Also included are efforts to prepare and process invoices and monthly progress reports; prepare project correspondence with the LPA and/or NDOT; maintain project records; and perform other duties of the Project Manager as defined in the NDOT Standard Specifications for Highway Construction.
  - 1.1 Project Management activities shall include the following:
    - Project Management – Provide management of project including staffing, scheduling, invoicing, progress reports, and coordination with designer.
    - Prepare Change Orders and submit copies to the appropriate parties for approval and full execution.
    - Maintain detailed Project Records and keep them current. All records shall be available at the LPA's office.
    - Generate contractor's progress and final Estimates in Site Manager
    - Review Contractor's Construction Schedule
    - Coordinate with LPA and RC regarding all project activities.
    - Make entries of project data and diary information into Site Manager on a daily basis. Insure that inspectors and lab personnel are maintaining appropriate daily work reports and all material records.
2. **Meetings.** Project staff will meet with the LPA, the Contractor, and NDOT when requested by the State, and prepare minutes of the meeting. For some projects, a public meeting may be held and the consultant's attendance may be required.
  - 2.1 Construction Inspection Planning Meeting - The LPA shall coordinate this meeting prior to start of construction to ensure roles and responsibilities are clear. Attendees should include the LPA RC, construction inspection personnel and NDOT State Representative.
  - 2.2 Pre-Construction Meeting - Prepare the agenda, attend, and distribute meeting notes.
  - 2.3 Construction Progress Meetings - Prepare the agenda, attend, and conduct periodic progress meetings with the LPA and/or NDOT personnel, contractor, sub-contractors, utility personnel, and other agencies affected by the project. FHWA shall be included for full Federal oversight projects. There will be approximately 52 meetings.
  - 2.4 Public Meeting (If Required) - Assist the LPA with scheduling and conducting a Public Meeting with Contractor and Residents prior to the start of project.
  - 2.5 Assume 0 trips to the project site for meetings.
3. **Traffic Control Plan.** Consultant shall prepare a traffic control plan for the project site. These plan sheet(s) are to be signed by a Professional Engineer licensed in the State of Nebraska. Traffic Control plans shall be reviewed by the State Representative prior to placing in service (Owner will use checklist 12-72 to audit and document the Consultant's completion of this activity). Once the plans are completed, they are to be submitted to the Person of Responsible Charge (RC).
  - 3.1 Prepare Traffic Control Plan in accordance to NDOT Standard Plans, MUTCD and the NDOT Supplement to the MUTCD. Sign and seal plans.
  - 3.2 Review and approve Traffic Control Plan (If Completed by Contractor) for conformance to the Contract's Special Provisions.
  - 3.3 Submit Plans to the RC for their records.
4. **SWPPP Inspections/Manual Updates.** Consultant shall conduct inspections bi-weekly and after every ½" or greater rain event according to permit regulations. The Stormwater

Project Number: ENH-79(42)  
 Control Number: 51512  
 Construction Engineering Services

Exhibit "B"  
 Page 2 of 14

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

- 4.1 Conduct **40** Inspections
- 4.2 Update SWPPP Manual and Temporary Erosion Control Plan
- 4.3 Assume **40** trips to the project site for SWPPP Inspections.

5. Construction Survey/Staking. The following tasks are required if the Consultant is providing Construction Surveying and Staking. This work shall be done in accordance with the NDOT Construction Manual.

- 5.1 Provide coordination of staking needs with Contractor.
- 5.2 Consultant shall verify and re-establish if necessary the survey control used during the preliminary engineering.
- 5.3 Stake limits of construction throughout project.
- 5.4 Mark removals including pavement removal limits. Stake right-of-way and construction easements.
- 5.5 Provide slope stakes for grading
- 5.6 Provide paving hubs. For structures storm sewer and pipe culverts, the consultant will provide grade stakes.
- 5.7 Provide cross-section for new culverts before providing a Culvert Order List to Contractor.
- 5.8 Stake fence relocation and guardrail.
- 5.9 Stake silt fence.
- 5.10 Verify existing tie-in elevations and locations and adjust new pavement grades to meet existing pavement.
- 5.11 Assume 0 trips to the project site for construction survey/staking.

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

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

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

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

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

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

- 8.1 Perform Bearing Calculations

9. Construction Inspection. Consultant shall perform material sampling and testing and complete inspection work and project management in accordance with the references list in Section B of this Exhibit. Consultant shall assume the duties of "Inspector, (also referred

Project Number: ENH-79(42)  
Control Number: 51512  
Construction Engineering Services

Exhibit "B"  
Page 3 of 14

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

**9.1 Construction Inspection: Duties for construction inspection will include, but are not limited to, the following items:**

- Conduct wage rate interviews and review payrolls for correctness and Davis-Bacon Wage Rate compliance
- Verify that the performance of the work is in conformance with the plans, specifications, and special provisions.
- Conduct reviews for compliance with Disadvantaged Business Enterprise (DBE) commitments
- The Environmental Compliance Oversight Database (ECOD) system is used to monitor and document construction activities for compliance with NEPA (Environmental Review Checklist, Section 404, NPDES, SWPPP, Threatened and Endangered Species, etc.). The LPA's Responsible Charge (RC)/Project Liaison (PL) or their Construction Engineering Consultant is required to use ECOD to document assessment and compliance with all environmental commitments for the project. An Environmental Compliance Inspection Audit will be conducted by NDOT personnel. (NDOT will use checklist 12-20 to document the audit the LPA CE.).

The LPA (RC/PL) will assume responsibility for entering data into the ECOD system and environmental compliance on the date of Letter of Tentative Acceptance.

- NDOT will provide the Initial Threatened and Endangered Species surveys required as outlined in the conservation conditions; and follow up survey training for the Consultant's environmental inspection personnel. Follow-up surveys as may be required will be the responsibility of the Consultant. Any required surveys for compliance with the Migratory Bird Treaty Act will also be the responsibility of the Consultant. NDOT will not conduct these surveys.
- The Consultant will provide NDOT 30 days advance notice of the need for the initial T&E surveys so that NDOT personnel can be scheduled to perform this work.
- Review work zone traffic control devices daily and, at a minimum weekly interval, conduct a nighttime drive through review of temporary traffic control devices (per ATSSA Quality Standards for Work Zone Traffic Control Devices). Perform reflectivity check (DR form 481) of temporary devices at the start of construction activities and at six (6) month intervals or as conditions warrant.
- Collect, sign/date, and file all delivery tickets and material certifications. All required material certifications shall be submitted to NDOT Materials & Research Division accompanied by a completed DR-12 sample ID form or Site Manager Sample Record ID.
- Consultant shall forward shop drawings to the RC for review and approval by the design engineer. Shop drawing review is part of the scope of services for this construction engineering agreement
- Draft and review change order or time extension request including explanation of the issue and resolution and the justification for accepted prices and forward to RC. Once reviewed by NDOT and FHWA, proceed with the approval process. Forward a signed hardcopy to NDOT for further processing.
- Communicate and coordinate plan revisions and change orders with the Designer.
- Prepare a field checked culvert order list
- Prepare guardrail order list

Project Number: ENH-79(42)  
Control Number: 51512  
Construction Engineering Services

Exhibit "B"  
Page 4 of 14

- Generate periodic progress estimates using SiteManager and forward to RC for further approval.
  - Review critical path schedule prepared by the Contractor for appropriateness and Current Controlling Operation (CCO) designation.
  - On bridge projects, the Inspector shall take periodic survey shots with the assistance of one of the Contractor's to ensure compliance with the plans. Locate permanent pavement markings
- 9.2 Measure, calculate, and document quantities of pay items
- 9.3 Keep all records and data up-to-date so that all necessary information appears on the Weekly Report of Working Days when they are generated at mid-week.
- 9.4 Assume 220 trips to the site for construction inspection

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

**NDOT SHALL PROVIDE:**

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

All Aggregate

- Quality and Soundness acceptance testing
- Gradation verification testing

PG Binders & Emulsions

- All required acceptance testing

All Steel Products

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

Chemical Lab

- All required source pre-approval and acceptance testing

Smoothness

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

**CONSULTANT SHALL PROVIDE:**

(List of tests to be provided by NDOT)

- 10.1 Collect, verify, document and deliver all samples to testing lab
- 10.2 Collect, verify, document and deliver a copy of all required material certifications to the NDOT Materials and Research Central Lab.
- 10.3 Review and document test results of all samples and coordinate with owner for acceptance and incorporation into the project.\
- 10.4 Unsuitable soils or subgrade discovered during construction the agreement will be supplemented to allow the Consultant to evaluate the soils and determine an appropriate method of stabilization.
- 10.5 Assume 12 trips to the project site for Material Sampling and Testing.
11. As-Built Drawings. Prepare As-built drawings according to the LPA manual and the current directions from the NDOT Final Review Section.
- 11.1 As-Built Drawings
12. Final Inspections. Consultant shall prepare a punch list of items for the project site and conduct a final project walk-through inspection with the LPA RC and NDOT State

Project Number: ENH-79(42)  
Control Number: 51512  
Construction Engineering Services

Exhibit "B"  
Page 5 of 14

Representative to verify that corrective work identified on the punch list has been completed.

12.1 Walkthrough of Site and Preparation of Punch List

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

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

13.1 Project Closeout activities shall include the following:

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

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

14.1 Other

14.2 Other

## E. SCHEDULE

1. Notice to Proceed:                     

2. The Consultant shall provide a schedule of activities and deliverables upon award

Project Number: ENH-79(42)  
Control Number: 51512  
Construction Engineering Services

Exhibit "B"  
Page 6 of 14

**Staffing Plan****Construction Engineering**Project Name: Scottsbluff Monument Valley Pathway NorthProject Number: ENH-79(42)Consultant: M.C. Schaff & Associates, Inc.Control Number: 51512Consultant PM: Don Dye, 308-635-1926, ddye@mcschaff.comNDOT PC: Judy Borer, 402-479-4435, judy.borer@nebraska.govDate: May 19, 2020

#	Code	Classification	#	Code	Classification
1	PR	Principal	6	SCM	Survey Crew Member
2	PM	Project Manager	7	INS1	Inspector 1
3	ENG	Engineer	8	INS2	Inspector 2
4	DES	Designer/CADD Tech	9	ADM	Administrative
5	SCC	Survey Crew Chief	10	UD	User Defined

**Financial Data**Overhead Rate: 207.46%Profit Rate: 11.80%FCCM (if applies): 

Use latest available data

**STAFFING PLAN**

Template: T-WB-Construction Engr Fee Proposal (rev 10-23-2019) SRC Multi-year

Employee Name	Job Title & Certifications	Current Actual Hourly Rate	% Assigned
<b>Principal</b>			
Dave Schaff	Principal	\$89.40	100%
<b>Project Manager</b>			
Don Dye	Project Manager	\$52.88	100%
<b>Engineer</b>			
Adam Vath	Project Engineer	\$40.00	80%
Michael Olsen	Project Engineer	\$36.04	20%
<b>Designer/CADD Tech</b>			
Troy Dondelinger	CAD Tech	\$22.12	75%
Susan Myers	GIS Tech	\$27.64	25%
<b>Survey Crew Chief</b>			
Dennis Sullivan	Survey Crew Chief	\$27.00	100%
<b>Survey Crew Member</b>			
Dustin Beaudette	Surveyor	\$27.00	50%
Gregg Schilz	Surveyor	\$27.00	50%
<b>Inspector 1</b>			
Stuart Berens	Inspector	\$20.56	40%
Brian Ferguson	Inspector	\$19.76	40%
Tom Cooper	Inspector	\$18.52	20%
<b>Inspector 2</b>			
Kevin Misner	Lead Inspector	\$25.00	10%
Doug Gompert	Lead Inspector	\$23.56	90%
<b>Administrative</b>			
Alicia Aschenbrenner	Office Supervisor	\$28.00	80%
Michelle Grant	Secretary	\$18.28	20%
<b>User Defined</b>			

Exhibit "B"  
Page 7 of 14

## SRC Billing Rates

## Construction Engineering

Date: May 19, 2020

Consultant: M.C. Schaff & Associates, Inc.

### SRC Billing Rates Calculated based on:

Overhead:	207.46%
Profit Rate:	11.80%
FCCM (if applies):	
Salary Escalation Factor:	3.0%

### Weighting

25%  
75%  
  
100%

Period 1: NTP through: December 31, 2020  
Period 2: Labor beginning: January 1, 2021  
Period 3: Labor beginning: January 1, 2022  
Period 4: Labor beginning: January 1, 2023  
% of work estimated during each period

### SRC BILLING RATE per employee

New Employee Multiplier = 3.44

Employee Name	Current Rate	SRC Billing Rate				%
		Period 1	Period 2	Period 3	Period 4	Assigned
<b>Principal</b>						
Dave Schaff	\$89.40	\$307.00	\$316.00	\$325.00		100%
Weighted Rate For Calculating Contract Max:	\$313.75	\$307.00	\$316.00	\$325.00		
<b>Project Manager</b>						
Don Dye	\$52.88	\$182.00	\$187.00	\$193.00		100%
Weighted Rate For Calculating Contract Max:	\$185.75	\$182.00	\$187.00	\$193.00		
<b>Engineer</b>						
Adam Vath	\$40.00	\$137.00	\$141.00	\$145.00		80%
Michael Olsen	\$36.04	\$124.00	\$128.00	\$132.00		20%
Weighted Rate For Calculating Contract Max:	\$137.40	\$134.40	\$138.40	\$142.40		
<b>Designer/CADD Tech</b>						
Troy Dondelinger	\$22.12	\$76.00	\$78.00	\$80.00		75%
Susan Myers	\$27.64	\$95.00	\$98.00	\$101.00		25%
Weighted Rate For Calculating Contract Max:	\$82.44	\$80.70	\$83.00	\$85.20		
<b>Survey Crew Chief</b>						
Dennis Sullivan	\$27.00	\$93.00	\$96.00	\$99.00		100%
Weighted Rate For Calculating Contract Max:	\$95.25	\$93.00	\$96.00	\$99.00		
<b>Survey Crew Member</b>						
Dustin Beaudette	\$27.00	\$93.00	\$96.00	\$99.00		50%
Gregg Schilz	\$27.00	\$93.00	\$96.00	\$99.00		50%
Weighted Rate For Calculating Contract Max:	\$95.25	\$93.00	\$96.00	\$99.00		
<b>Inspector 1</b>						
Stuart Berens	\$20.56	\$71.00	\$73.00	\$75.00		40%
Brian Ferguson	\$19.76	\$68.00	\$70.00	\$72.00		40%
Tom Cooper	\$18.52	\$64.00	\$66.00	\$68.00		20%
Weighted Rate For Calculating Contract Max:	\$69.90	\$68.40	\$70.40	\$72.40		
<b>Inspector 2</b>						
Kevin Misner	\$25.00	\$86.00	\$89.00	\$92.00		10%
Doug Gompert	\$23.56	\$81.00	\$83.00	\$85.00		90%
Weighted Rate For Calculating Contract Max:	\$83.08	\$81.80	\$83.80	\$85.70		
<b>Administrative</b>						
Alicia Aschenbrenner	\$28.00	\$96.00	\$99.00	\$102.00		80%
Michelle Grant	\$18.28	\$63.00	\$65.00	\$67.00		20%
Weighted Rate For Calculating Contract Max:	\$91.50	\$89.40	\$92.40	\$95.00		
<b>User Defined</b>						
Weighted Rate For Calculating Contract Max:						

Exhibit "B"  
Page 8 of 14

## Consultant's Estimate of Hours

## Construction Engineering

**Project Name:** Scottsbluff Monument Valley Pathway North

**Project Number:** ENH-79(42)

**Consultant:** M.C. Schaff & Associates, Inc.

**Control Number:** 51512

**Consultant PM:** Don Dye, 308-635-1926, ddye@mcschaff.com

**NDOT PC:** Judy Borer, 402-479-4435, judy.borer@nebraska.gov

**Date:** May 19, 2020

TASKS	PERSONNEL CLASSIFICATIONS										
	PR	PM	ENG	DES	SCC	SCM	INS1	INS2	ADM	UD	Total
<b>1. Project Management &amp; Coordination</b>	<b>52</b>	<b>412</b>				<b>12</b>		<b>16</b>	<b>42</b>		<b>534</b>
1.1 Project Management	52	412							42		506
1.2 Plan and Spec review, project setup						12		16			28
<b>2. Meetings</b>	<b>18</b>	<b>116</b>	<b>18</b>	<b>8</b>		<b>4</b>	<b>4</b>	<b>6</b>	<b>2</b>		<b>176</b>
2.1 Construction Inspection Planning Meeting	2	4	2			2	2	2			14
2.2 Pre-Construction Meeting	2	8	2			2	2	2	2		20
2.3 Construction Progress Meetings	12	96	8								116
2.4 Public Meeting (If Required)	2	8	6	8				2			26
2.5 Trips to Site (Travel Time) for Meetings											
<b>3. Traffic Control Plan</b>	<b>1</b>	<b>3</b>	<b>16</b>	<b>8</b>					<b>2</b>		<b>30</b>
3.1 Prepare Traffic Control Plan		2	16	8					2		28
3.2 Review Traffic Ctrl Plan (If completed by Contractor)											
3.3 Sign and Submit Plans to the RC	1	1									2
<b>4. SWPPP Inspections/Manual Updates</b>							<b>80</b>				<b>80</b>
4.1 Conduct Inspections							40				40
4.2 Update SWPPP Manual							40				40
4.3 Trips to Site (Travel Time) for SWPPP Inseptions											
<b>5. Construction Survey/Staking</b>				<b>129</b>	<b>68</b>	<b>508</b>					<b>705</b>
5.1 Provide coordination of staking needs w/ Contractor					26						26
5.2 Verify and re-establish the survey control, if needed				4	2	16					22
5.3 Stake limits of construction throughout project				8	4	40					52
5.4 Mark removal limits. Stake ROW & const easements				8	4	32					44
5.5 Provide slope stakes for grading				54	16	216					286
5.6 Provide paving hubs				30	12	120					162
5.7 Provide cross-section for new culverts				12	4	32					48
5.8 Stake fence relocation and guardrail				4		16					20
5.9 Stake silt fence				8		32					40
5.10 Verify exist tie-in elevations, adjust pavement grades				1		4					5
5.11 Trips to Site (Travel Time) for Const Survey/Staking											
<b>6. Construction Consultation/Site Manager &amp; Daily Work Report (DWR)</b>		<b>104</b>	<b>104</b>				<b>52</b>	<b>104</b>			<b>364</b>
6.1 Construction Consultation/Site Manager & DWR		104	104				52	104			364
<b>7. Girder Shim Surveying (Bridge Projs Only)</b>											

Exhibit "B"  
Page 9 of 14

TASKS	PERSONNEL CLASSIFICATIONS										
	PR	PM	ENG	DES	SCC	SCM	INS1	INS2	ADM	UD	Total
7.1 Girder Shim Shots for Steel Girder Bridges											
7.2 Concrete Slab Bridge Deck Form Checks											
7.3 Trips											
<b>8. Perform Bearing Calculations</b>		8	16								24
8.1 Perform Bearing Calculations		8	16								24
<b>9. Construction Inspection</b>		52	40	40			935	2380			3447
9.1 Construction Inspection							880	2270			3150
9.2 Measure, calculate, and document qty of pay items			40	40			55	110			245
9.3 Maintain records/data, prepare Weekly Report of WDs		52									52
9.4 Trips to Site (Travel Time) for Const Inspection											
<b>10. Perform Material Sampling and Testing</b>		52	52				24	16			144
10.1 Collect, verify, document, deliver all samples to test lab							24				24
10.2 Provide all req'd material certs to the NDOR M&R Lab								16			16
10.3 Review and document all test results of all samples		52	52								104
10.4 Trips to Site (Travel) for Delivery & Collecting Samples											
<b>11. As-Built Drawings</b>		24	120	60				40	12		256
11.1 Prepare As-Built Drawings		24	120	60				40	12		256
<b>12. Final Inspections</b>	16	70	128					52	8		274
12.1 Walkthrough of Site and Preparation of Punch List		10	8					8			26
12.2 Review Project to verify Punch List has been complete								4			4
<b>13. Project Closeout</b>											
13.1 Project Closeout	16	60	120					40	8		244
<b>14. Other</b>											
14.1											
14.2											
<b>Total Days</b>	10.9	105	61.8	30.6	8.5	65.5	137	327	8.3		754
<b>Total Hours</b>	87	841	494	245	68	524	1095	2614	66		6,034.0

**Direct Expenses****Construction Engineering**

Project Name: Scottsbluff Monument Valley Pathway North  
Consultant: M.C. Schaff & Associates, Inc.

Project Number: ENH-79(42)  
Control Number: 51512

Subconsultants:			Amount
Subtotal			
Printing and Reproduction:	Qty	Unit Cost	Amount
Subtotal			
Mileage/Travel:	Qty	Unit Cost	Amount
Mileage/Travel:		\$0.580	
Subtotal			
Lodging/Meals:	Qty	Unit Cost	Amount
Motel - Standard Rate \$94+tax		\$110.00	
Motel - Omaha/Douglas Co. \$109+tax		\$125.00	
Meals & Incidentals (Standard Rate)		\$55.00	
Meals & Incidentals (Omaha/Douglas Co.)		\$61.00	
Subtotal			
Other Miscellaneous Costs:	Qty	Unit Cost	Amount
By Panhandle Geotechnical & Environmental			
Standard Proctor	10	\$135.00	\$1,350.00
Gradation	24	\$109.00	\$2,616.00
Cylinder Compression Tests	540	\$18.00	\$9,720.00
Subtotal			\$13,686.00
TOTAL DIRECT EXPENSES			\$13,686.00

Exhibit "B"  
Page 11 of 14

Notes & Assumptions	Construction Engineering
---------------------	--------------------------

Notes & Assumptions	Construction Engineering
---------------------	--------------------------

**Project Name:** Construction Engineering

**Consultant:** M.C. Schaff & Associates, Inc.

**Project Number:** ENH-79(42)

Control Number: 51512

Notes & Assumptions
---------------------

No trip expenses included due to the project being local

No saxometer included
-----------------------

Assumes staking bike trail every 50-feet on one side only

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

Project Cost & Breakdown

Construction Engineering

Project Name: Scottsbluff Monument Valley Pathway North  
Consultant: M.C. Schaff & Associates, Inc.  
Consultant PM: Don Dye, 308-635-1926, ddye@mcschaff.com  
NDOT PC: Judy Borer, 402-479-4435, judy.borer@nebraska.gov  
Date: May 19, 2020

Project Number: ENH-79(42)  
Control Number: 51512

LABOR COSTS			
Classification	Hours	Weighted Rate	Amount
Principal	87	\$313.75	\$27,296.25
Project Manager	841	\$185.75	\$156,215.75
Engineer	494	\$137.40	\$67,875.60
Designer/CADD Tech	245	\$82.44	\$20,197.80
Survey Crew Chief	68	\$95.25	\$6,477.00
Survey Crew Member	524	\$95.25	\$49,911.00
Inspector 1	1,095	\$69.90	\$76,540.50
Inspector 2	2,614	\$83.08	\$217,171.12
Administrative	66	\$91.50	\$6,039.00
User Defined			
6034		Subtotal	\$627,724.02

DIRECT EXPENSES	Amount
Subconsultants:	
Printing And Reproduction:	
Mileage/Travel:	
Lodging/Meals:	
Other Miscellaneous Costs:	\$13,686.00
Subtotal	\$13,686.00

TOTAL PROJECT COSTS	Amount
Labor Costs	\$627,724.02
Direct Expenses	\$13,686.00
TOTAL COST	\$641,410.02

LABOR COST BY MAJOR TASKS	Direct Labor	Amount
1. Project Management & Coordination	\$99,159.28	\$99,159.28
2. Meetings	\$31,669.30	\$31,669.30
3. Traffic Control Plan	\$3,911.92	\$3,911.92
4. SWPPP Inspections/Manual Updates	\$5,592.00	\$5,592.00
5. Construction Survey/Staking	\$65,498.76	\$65,498.76
6. Construction Consultation/Site Manager & Daily	\$45,882.72	\$45,882.72
7. Girder Shim Surveying (Bridge Projs Only)		
12. Final Inspections	\$40,661.86	\$40,661.86
	\$292,375.84	\$292,375.84

## Construction Engineering

Project Number:

Control Number: \_\_\_\_\_

LPA RC: n/a

Date: \_\_\_\_\_

**Starting Location:**

**Ending Location:**

Roundtrip distance to/from (miles):

Roundtrip travel time (minutes):

# of Roundtrips/Staff --&gt; PR:

--> PM:

--> ENG:

--> DES:

--> SCC:

--> SCM:

--> INS1.

--> INS2:

ADM:

--> UD:

05.

Total:	20	0.5
--------	----	-----

**Note:** Total miles assumes each staff travels separately

Enter Number of Working Days :

Obtain # of working days from NDOR

Assumed   hours/Working Day

Exhibit "B"  
Page 14 of 14

**1. PAYMENT METHOD**

Payments under this Agreement will be made based on a Specific Rates of Compensation (SRC) payment method up to a maximum not-to-exceed amount.

**2. MAXIMUM AGREEMENT AMOUNTS**

The following are the maximum amounts established in this Agreement for each category of cost. Consultant shall not exceed these amounts without prior written approval from LPA, or State on LPA's behalf.

AMOUNT	CATEGORY
\$627,724.02	for actual direct labor costs
\$ 13,686.00	for direct expenses
\$641,410.02	total agreement amount

**3. SUBCONSULTANT OVER-RUNS AND UNDER-RUNS**

Consultant shall require all of its subconsultants to notify Consultant any time it has been determined that a subconsultant's costs will exceed its fee estimate (over-run). Consultant must provide acceptable justification and obtain LPA, or State on LPA's behalf, prior written approval before exceeding the subconsultant's fee estimate. If the amount of any subconsultant's cost is less than its fee estimate (under-run), Consultant understands that the amount of the under-run will be subtracted from the total compensation to be paid to Consultant under this Agreement, unless LPA, or State on LPA's behalf, gives prior written approval and, if necessary, approval from Federal Highway Administration (FHWA).

**4. ALLOWABLE COSTS**

Allowable costs are direct labor costs and direct non-labor costs, as defined below, which Consultant has incurred within 90 days before State received Consultant's invoice. Costs that Consultant incurred to correct mistakes or errors attributable to Consultant's or Subconsultant's own actions are not allowable costs, even if those costs would not exceed the amounts listed in Section 2. MAXIMUM AGREEMENT AMOUNTS.

A. Direct Labor Costs are based on the specific rate of compensation (SRC or billing rate)

Consultant will charge LPA for Consultant's employees' time working directly on this project. The direct labor costs is calculated by multiplying the SRC rate, as indicated on the Staffing Plan in Exhibit "B", Consultant's Fee Proposal, by the hours worked. The Staffing Plan must identify by name all employees of the Consultant who are reasonably expected to provide Services under this Agreement. For employees not listed on the Staffing Plan, the SRC rate for that employee shall be calculated in the same manner as employees listed on the staffing plan, using the same overhead and fee for profit rate, if applicable, and such calculation must be shown on the first invoice that includes direct labor.

2) Time Reports: The hours charged to the project must be supported by adequate time distribution records that clearly indicate the distribution of hours by all employees to all projects/activities on a daily basis for the entire pay period. Time reports must provide a clear identifying link to the projects, such as project description, project number, pertinent work phase, dates of service, and the employee's name and position. There must be an adequate system of internal

controls in place to ensure that time charges to projects are accurate and have the appropriate supervisory approval.

B. *This section has intentionally been left blank.*

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

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

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

Expenses for alcoholic beverages are not allowed. Consultant shall give LPA and State the benefit of all meal discounts.

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

Breakfast:

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

Lunch:

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

Dinner:

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

- (ii) Meals are not eligible for reimbursement if the employee eats within 20 miles of the headquarters town of the employee.
- (iii) Meal receipts must itemize all food and drinks purchased. A bank card receipt alone is not sufficient documentation. If receipt does not itemize all food and drink purchased at the meal, reimbursement is limited to a maximum of \$4.99 for that meal.
- (iv) Reimbursement for meal gratuities/tips will be whatever is usual or customary, but should not exceed 20 percent.

## **5. INELIGIBLE COSTS**

State will not pay for costs incurred prior to the Notice to Proceed date or after the completion deadline date set out in the NOTICE TO PROCEED AND COMPLETION SCHEDULE Section of this Agreement or as approved in writing by LPA, or State on LPA's behalf. Per Section 4. ALLOWABLE COSTS, State will not pay for costs incurred, but not submitted to State within 90 days of the date incurred. Consultant (including its employees) is assumed to have incurred travel costs on the day travel occurred. Consultant is assumed to have incurred costs from a Subconsultant on the same day the Subconsultant incurred the cost.

## **6. *This section has intentionally been left blank.***

## **7. INVOICES AND PROGRESS REPORTS**

- A. Consultant shall promptly submit invoices to State based on Consultant's billing period, but shall not submit more than one invoice per month. Invoices must include all services completed and allowable costs incurred during the billing period. Invoices may also include a request for services provided or costs incurred during a prior billing period, including subconsultant costs, with an explanation for why those costs were not previously included in an invoice, so long as those costs were incurred no more than 90 days prior to State's receipt of the invoice. Accordingly, State retains the sole discretion to not pay for costs incurred that have not been invoiced as provided above.
- B. In the event Consultant has incurred otherwise allowable costs, and such costs would exceed the maximum direct labor costs or total agreement amount listed in Section 2.

MAXIMUM AGREEMENT AMOUNTS, Consultant shall list such costs on the invoice, but they must be subtracted from the total invoice amount submitted to State for payment.

C. Content of Invoice Package (In order presented)

1) Consultant's Invoice:

- i. The first page of an invoice must identify the company's name and address, invoice number, invoice date, invoicing period (beginning and ending dates of services), and agreement or task order number.
- ii. The invoice or accompanying supporting documentation must identify each employee by name and classification, the hours worked, and the specific rate of compensation (billing rate) for each employee.
- iii. Direct non-labor expenses:
  1. Direct non-labor expenses, other than travel-related expenses, must be itemized and provide a complete description of each item billed with supporting receipts or invoices.
  2. Travel-related expenses must be summarized and submitted on NDOT Form 163 (see below). Supporting receipts must be submitted with NDOT Form 163 when invoicing for these expenses.
  3. All supporting receipts must be kept as required in Section 18.
- iv. Subconsultant Services: Consultant shall require subconsultants to provide the same supporting documentation, invoices, and receipts as Consultant is required to retain and submit.

CONSULTANT COST RECORD RETENTION.

- 2) Progress Report: A Progress Report must accompany the invoice package documenting Consultant's work during the service period. If an invoice is not submitted monthly, then a Progress Report must be submitted at least quarterly via email to LPA and State's Project Coordinator. All Progress Reports must include, but are not limited to, the following:
  - i. A description of the Services completed for the service period to substantiate the invoiced amount.
  - ii. A description of the Services anticipated for the next service period
  - iii. A list of information Consultant needs from LPA, or State on LPA's behalf
  - iv. Percent of Services completed to date
- 3) Cost Breakdown Form: Each invoice package must include a completed "Cost Breakdown Form" (NDOT Form 162). This form is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>.
- 4) Travel Log: If an invoice contains any travel-related expenses, then a completed "Invoice Travel Log" (NDOT Form 163) must be included with the invoice package. This form is available on the State's website. Upon approval by State, Consultant may use a substitute Invoice Travel Log provided it documents substantially the same information as NDOT Form 163. The Travel Log must document the employee's name, locations traveled, date/time of departure to the project, date/time of return to the headquarters town, and expenses for transportation, meals, and lodging.

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

E. Notice of Public Record: Documents submitted to State, including invoices, supporting documentation, and other information are subject to disclosure by State pursuant to the Nebraska Public Records Act found at Neb. Rev. Stat. § 84-712 et.seq.

ACCORDINGLY, CONSULTANT SHALL REDACT OR NOT SUBMIT TO STATE INFORMATION THAT IS CONFIDENTIAL, INCLUDING, BUT NOT LIMITED TO, FINANCIAL INFORMATION SUCH AS SOCIAL SECURITY NUMBERS, TAX ID NUMBERS, OR BANK ACCOUNT NUMBERS. Consultant understands that State does not have sufficient resources to review and redact confidential information submitted by Consultant. If such confidential information is submitted, Consultant shall have no right of action of any kind against State for the disclosure of such information.

**8. PAYMENTS**

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

**9. PROMPT PAYMENT CLAUSE**

Consultant shall include a "Prompt Payment Clause" as a part of every subcontract for work, including lower tier subcontracts. The "Prompt Payment Clause" will require progress payments to all subconsultants for all work completed, within twenty (20) calendar days after receipt of progress payments from the State for said work. If Consultant fails to carry out the requirements of the "Prompt Payment Clause" without just cause, is a material breach of this Agreement. In such situation, State may withhold any payment due to Consultant until all delinquent payments have been made (no interest will be paid for the period that payment was withheld), terminate this Agreement, or any other such remedy as State deems appropriate. Consultant may withhold payment from a subcontractor only for just cause, and must notify the State in writing of its intent to withhold payment before actually withholding payment. Consultant shall not withhold, delay, or postpone payment without first receiving written approval from the State.

**10. SUSPENSION OF PAYMENTS**

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

11. *This section has intentionally been left blank.*

**12. FINAL INVOICE AND PAYMENT**

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

**13. AGREEMENT CLOSE-OUT**

Upon submitting its final invoice, the Consultant must complete and submit to LPA, or State on LPA's behalf, a Notification of Completion Form (NDOT Form 39). The form is generated and submitted electronically through State's OnBase Invoice Workflow System. Instructions for generating and submitting the NDOT Form 39 are available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>. Consultant shall submit NDOT 39 Form within 90 days of completion of the work under this Agreement, and if such Form is not timely submitted, State may audit and close the Agreement without accepting any further invoices from Consultant.

**14. FEDERAL COST PRINCIPLES**

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

**15. OUT-OF-SCOPE SERVICES AND CONSULTANT WORK ORDERS**

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

- A. A description of the out-of-scope services,
- B. An explanation of why Consultant believes that the out-of-scope services are not within the original Scope of Services and additional work effort is required,

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

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

The Consultant Work Order (CWO) – NDOT Form 250 shall be used to describe and provide necessary justification for the additional scope of services, effort, the deliverables, modification of schedule, and to document the cost of additional services. The CWO form is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>. The CWO must be executed to provide authorization for the additional work and to specify when that work may begin. The agreement will be supplemented after one or more CWOs have been authorized and approved for funding.

**16. TERMINATION COST ADJUSTMENT**

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

**17. AUDIT AND FINAL COST ADJUSTMENT**

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

**18. CONSULTANT COST RECORD RETENTION**

Consultant, and all of its subconsultants or subcontractors, shall maintain originals or copies of any document required to be completed in this Agreement, that substantiate any expense incurred, or changes any legal obligations for three (3) years from the date of final cost settlement by FHWA and project closeout by the State.

**EXHIBIT "C"**  
**FEES AND PAYMENTS**

Documents include, but are not limited to: written approvals; time reports; detailed receipts; invoices; transportation costs; mileage; lodging costs; cost of meals; all NDOT forms including NDOT cost breakdown form and NDOT travel form; books; papers; electronic mail; letters; accounting records; supplemental agreements; work change orders; or other evidence pertaining to any cost incurred.

Such materials will be available for inspection by the LPA, State, FHWA, or any authorized representative of the federal government, and copies of any document(s) will be furnish when requested.

**A. Consultant agrees to:**

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

**B. General Liability –**

- (1) Limits of at least:
  - a. \$ 1,000,000 Per Occurrence
  - b. \$ 2,000,000 General Aggregate
  - c. \$ 2,000,000 Completed Operations Aggregate (if applicable)
  - d. \$ 1,000,000 Personal/Advertising Injury
- (2) Consultant shall be responsible for the payment of any deductibles.
- (3) Coverage shall be provided by a standard form Commercial General Liability Policy covering bodily injury, property damage including loss of use, and personal injury.
- (4) General Aggregate to apply on a Per Project Basis.
- (5) LPA and the State of Nebraska, Department of Roads ("State") 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.
- (6) Consultant agrees to waive its rights of recovery against LPA and State. Waiver of subrogation in favor of LPA and State shall be added to, or included in, the policy.
- (7) Contractual liability coverage shall be on a broad form basis and shall not be amended by any limiting endorsements.
- (8) If work is being done near a railroad track, the 50' railroad right of way exclusion must be deleted.
- (9) In the event that this contract provides for consultant to construct, reconstruct or produce a completed product, products and completed operations coverage in the amount provided above shall be maintained for the duration of the work, and shall be further maintained for a minimum period of five (5) years after final acceptance and payment.
- (10) Policy shall not contain a total or absolute pollution exclusion. Coverage shall be provided for pollution exposures arising from products and completed operations (as per standard CG0001 Pollution Exclusion or equivalent). (If the standard pollution exclusion as provided by CG0001 has been amended, please refer to the following section entitled "Pollution Coverage.")

**C. Pollution Coverage –**

- (1) In the event that the standard pollution exclusion as provided by CG0001 has been amended, coverage may be substituted with a separate Pollution Liability policy or a Professional Liability policy that includes pollution coverage in the amount of \$1,000,000 per occurrence or claim, and \$1,000,000 aggregate.
- (2) If coverage is provided by a "claims made" form, coverage will be maintained for three years after project completion. Any applicable deductible is the responsibility of

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

Consultant.

**D. Automobile Liability –**

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

**E. Workers' Compensation –**

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

**F. Professional Liability –**

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

**G. Electronic Data and Valuable Papers –**

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

**H. Umbrella/Excess –**

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

**I. Additional Requirements –**

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

**EXHIBIT "D"**

**INSURANCE REQUIREMENTS FOR  
PROFESSIONAL SERVICE PROVIDORS (LPA PROJECTS)**

insurance coverage required under this agreement will lapse, or may be canceled or terminated. Consultant must forward any pertinent notice of cancelation or termination to LPA and State by mail to the address listed below (return receipt requested), hand-delivery or facsimile transmission within 2 business days of receipt by Consultant of any such notice from an insurance carrier.

Copies of notices received by Consultant shall be sent to LPA, in care of LPA's Responsible Charge, and to State at the following address:

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

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

**RESOLUTION**  
**SIGNING OF CONSTRUCTION ENGINEERING AGREEMENT – BK2047**

City of Scottsbluff

Resolution No. \_\_\_\_\_

**Whereas:** City of Scottsbluff is developing a transportation project for which it intends to obtain Federal funds;

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

**Whereas:** City of Scottsbluff and M.C. Schaff & Associates, Inc., wish to enter into a Professional Services Agreement to provide construction engineering services for the Federal-aid project.

**Be It Resolved:** by the City Council of the City of Scottsbluff that:

Raymond Gonzales, Mayor of the City of Scottsbluff, is hereby authorized to sign the attached construction engineering services agreement between City of Scottsbluff, Nebraska and M.C. Schaff & Associates, Inc.

NDOR Project Number: ENH-79(42)

NDOR Control Number: 51512

NDOR Project Description: Scottsbluff Monument Valley Pathway North

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2020 at \_\_\_\_\_ Nebraska.  
(Month)

The City Council of the City of Scottsbluff, Nebraska

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Board/Council Member \_\_\_\_\_  
Moved the adoption of said resolution  
Member \_\_\_\_\_ Seconded the Motion  
Roll Call: \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Abstained \_\_\_\_\_ Absent  
Resolution adopted, signed and billed as adopted

Attest:

\_\_\_\_\_  
Signature City Clerk