

## **MASTER AGREEMENT FOR PROFESSIONAL SERVICES**

February 28, 2017

Allan Zafft, MPO Program Manager  
City of Grand Island, Public Works Department  
100 East First Street, Box 1968  
Grand Island, NE 68802

Re: **MASTER AGREEMENT FOR PROFESSIONAL SERVICES**

Dear Mr. Zafft:

It is our understanding that City of Grand Island ("Client") requests Olsson Associates, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Master Agreement for Professional Services, Olsson's General Terms and Conditions (Attachment C) and any exhibits attached hereto (all documents constitute and are referred to herein as the "Agreement").

The purpose of the Agreement is to provide the Client and Olsson with an operating agreement covering on-going services provided to Client. As requested from the Client, Olsson attached the **Work Order/Scope of Work**, as approved by the Client. The Work Order includes the project location, anticipated start and completion dates, project description, compensation, and the Scope of Services. Olsson will commence work on individual projects upon receipt of a signed Work Order. An example of a Work Order is attached for your reference.

Olsson has acquainted itself with the information provided by Client relative to the Master Agreement and based upon such information offers to provide the services described in the Scope of Work. The Client acknowledges it has reviewed the General Terms and Conditions (Attachment C), and any exhibits attached hereto, which are expressly made a part of and incorporated into the Agreement by this reference.

Olsson attached for the Client the Scope of Work. Olsson shall invoice the Client for all services performed as outlined in the Scope of Work. Olsson shall not commence work on the Scope of Work without Client's prior approval in writing.

Olsson agrees to provide all its services in a timely, competent, and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality, and scope.

### **SCHEDULE FOR SERVICES**

Details of the schedule are outlined in the Scope of Work.

Anticipated Start Date: March 1, 2017  
Anticipated Completion Date: November 30, 2017

**COMPENSATION**

Compensation is outlined in the Scope of Work. Olsson shall submit invoices monthly and payment is due within 30 calendar days of the invoice date. For performance of the services as outlined in the Scope of Work, Olsson will be paid a fixed-fee-for-profit of \$13,514.00 and up to a maximum amount of \$142,501.00 for actual cost in accordance with Attachment B. The total agreement amount is \$156,015.00.


**TERMS AND CONDITIONS OF SERVICE**

We have discussed with you the risks, rewards, and benefits of the Agreement and the Agreement will represent the entire understanding between Client and Olsson with respect to the Scope of Work. The Agreement may only be modified in writing signed by both parties.

The Client's designated representative shall be Allan Zafft, AICP, MPO Program Manager.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below (indicating Client's designated representative if different from the party signing). Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 60 days from the date set forth above, unless changed by us in writing.

**OLSSON ASSOCIATES, INC.**

By   
Jeff Palik

By   
Matt Rief

By signing below, you acknowledge you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

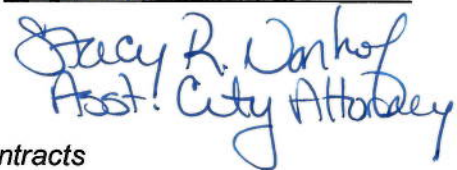
**CITY OF GRAND ISLAND**

By   
Signature

Printed Name Jeremy L. Jensen

Title Mayor

Dated: 2/23/17

  
Asst. City Attorney

Attachments

- A. Work Order/Scope of Work
- B. Fee Schedule
- C. General Terms and Conditions Associated with FTA Contracts
- D. Additional Provisions



### Attachment A: WORK ORDER/SCOPE OF WORK

Attachment A is hereby attached to and made a part of the Master Agreement for Professional Services dated February 28, 2017 between City of Grand Island ("Client") and Olsson Associates ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is as indicated below.

#### GENERAL

Olsson has acquainted itself with the information provided by Client relative to the project and based upon such information offers to provide the services described below for the project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property.

#### PROJECT DESCRIPTION AND LOCATION

Project will be located at: Grand Island, NE/Hall County, NE  
Project Description: Regional Transit Needs Assessment and Feasibility Study

(Scope of Services, Schedule for Services, and Compensation below)


#### TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Work, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project representative shall be Allan Zafft, AICP, MPO Program Manager.

If this Work Order/Scope of Work satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 60 days from the date set forth above, unless changed by us in writing.

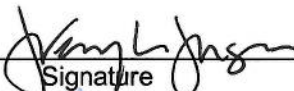
#### OLSSON ASSOCIATES, INC.

By   
Jeff Palik

By   
Matt Rief

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept this Work Order/Scope of Work, please sign:

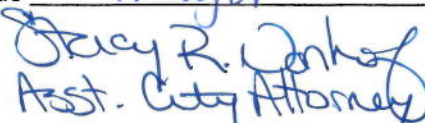
#### CIT OF GRAND ISLAND

By   
Signature

Print Name Jeremy L. Jensen

Title Mayor

Dated: 2/28/17

  
Asst. City Attorney

## Work Order/Scope of Work

# Regional Transit Needs Assessment and Feasibility Study

### TASK 1: PUBLIC INVOLVEMENT

#### Deliverables:

- Public Involvement Plan
- Presentations, public notifications, and informational materials for meetings and outreach activities
  - Documentation of public involvement process and input received
- Updated study contact list

The Public Involvement Plan will provide information regarding the focus groups, Interested Parties, stakeholder meetings and public outreach activities to be conducted throughout the study timeframe. Three rounds of public input, engaging the above groups, will be conducted at major milestones during the study. Focus groups represent a group of persons typically with similar background or themes, such as major employers. The focus group meetings typically include from 5 to 20 people during one meeting session. Stakeholders include specific persons or person within the region to contact individually or in small numbers to discuss the study purpose and goals. Stakeholders would include City/MPO staff directly involved with the study, the Technical Advisory Committee (TAC), and other individuals to be identified with the local project team.

- 1st public meeting with Interested Parties and general public will occur before the upcoming focus group meetings
  - Discuss project scope, schedule, established vision/goals
  - Notify representatives to attend focus groups
- Up to three rounds of focus groups and stakeholder interviews
  - Round 1 – Discuss transit needs/demand for service and possible partnering opportunities
  - Round 2 – Input on transit alternatives
  - Round 3 – Input on preferred alternative which is fiscally constrained
- 2nd public meeting with Interested Parties and general public will be scheduled separately from Round 3 of public engagement
  - Input on Final Draft Report

The first round of public open house meetings will be held in March 2017, assuming the Notice to Proceed is executed in February. For each round of public engagement, Olsson will prepare display boards and a brief questionnaire allowing attendees to submit thoughts and ideas for future transit services in Hall County and Grand Island. Olsson will be responsible for preparing materials for meeting notices and meeting minutes.

An extensive list of stakeholders was developed for the GIAMPO LRTP. Olsson, in coordination with the local project team, will review that information and build a comprehensive list of contact persons for this regional transit study. This list is the beginning step to arranging several groups to meet with and discuss the transit study. From that contact list, we will identify stakeholders and focus group opportunities. We will work with the local project team to identify the best mechanism for outreach to the disabled, LEP communities, and underrepresented groups. Meetings will be approximately 60-minutes for each public engagement group. The meetings will be held on concurrent days during the specified outreach days, as directed by the local project team.

Olsson Associates will prepare online materials for the Regional Transit Needs Assessment and Feasibility Study. The materials will be available for the City's website. It is recommended a link be established on the City's website for the study. Olsson will work with local IT staff to determine the appropriate file structure best for posting information and for receiving information from the community.

A community survey will be developed for the project, both online and hardcopy. Olsson will not have leading questions incorporated into the survey. The purpose of the community survey is to assist in the identification of transit needs and gaps for service in the next five years. Olsson will also develop a survey for the transit riders using the service today. The Hall County Public Transportation (Senior Citizens Industries, Inc.) staff

will administer and collect the completed surveys. Olsson will compile and summarize the results for both surveys.

During preliminary discussions with the local project team, tentative interested parties were identified and will be invited to participate in public engagement activities, such as focus groups and public meetings. The interested parties will not have a leadership role. City staff and/or the TAC will provide guidance to the consultant team throughout the study timeframe. A preliminary list of interested parties is shown below. These will be reviewed and adjusted as needed.

1. United Way
2. County Supervisor
3. Chamber
4. Department of Health
5. Bicycle/Pedestrian Committee
6. School District Transportation
7. City Council
8. Mayor
9. Transit Providers
10. College
11. NDOR
12. Downtown Business Improvement District
13. MPO/City
14. County

Focus Groups will also be conducted as part of the Regional Transit Needs Assessment and Feasibility Study. Preliminary groups are listed below. As the stakeholder list is revisited, groups will be formed as appropriate.

1. Major employers
2. Transportation Providers
3. Elected Officials
4. Educational institutions
5. Elderly Services and Residential sites
6. Faith-based Community

Olsson will prepare a formal letter to welcoming participation from interested parties in the community. The letter will be signed by representatives from the local project team and sent to representative agencies on appropriate letterhead. In addition, prior to sending the formal letter, members of the local project team will contact interested parties to give a brief introduction to the study and request their participation in the public engagement activities. Olsson will provide the verbiage for the short introduction to the study.

## **TASK 2: TRANSIT VISION, GOALS, OBJECTIVES**

### **Deliverables:**

- 5-Year Transit Vision Statement
- Study Goals

A clear 5-year vision statement and well-defined study goals will be developed by Olsson in coordination with the local project team. The vision statement and goals are important for identifying and analyzing reasonable transit concepts. They serve as the primary criteria used to develop, evaluate, select, and prioritize service improvements. The first round of public engagement will provide the basis for the development of the 5-year vision and goals for the study. Sample goals are shown below.

- Getting the transit programming up and running in compliance with 5307 FTA requirements (i.e. paperwork)
- Cost efficient and cost effective program
- Maximize current revenue (federal and local)
- Funding partnerships

### **TASK 3: EXISTING TRANSIT ASSESSMENT**

**Deliverables:**

- Transit Provider Profile
- Assessment of Existing Transit Services

The purpose of Task 3 is to analyze the existing transit agencies providing service in the region. Olsson will provide an analysis of the current public transit providers within Hall County and Grand Island. We will review service days, service hours, peak service, and vehicle utilization. Olsson will obtain, organize, and review available data and reports pertaining to the existing public transit providers. These data may include:

- Historical ridership data
- Average ridership by time of day
- Itemized annual operating expenses and revenue trends
- Budget projects
- Annual revenue hours and revenue miles trends
- Farebox data
- Transit supervisor data pertaining to ontime performance, if available
- Previous customer survey data
- Current schedules
- Organizational chart
- Average boarding data, identifying high activity transit locations
- Previous quarterly reports to NDOR
- Public transit data included in the City/County departments
- Transit maps
- Service area
- Fare structure
- Fleet data, including age, mileage, replacement year, accessibility
- Maintenance arrangements
- Annual customer service data for requests, complaints, etc.
- Facility data, including structures, age, annual maintenance
- Reservation and scheduling procedures
- Daily or weekly call volume
- Marketing plan
- Existing communications equipment, technologies in place, and future plans

Olsson will conduct ride-alongs and site visits on the transit buses and to the contractor agency offices, as appropriate. We will interact with transit riders and staff for the services. Once these data are collected for Hall County Public Transportation (Senior Citizens Industries, Inc.) and for the other transit providers in Hall County, a profile for each agency will be developed to understand the level of public transportation services are available to residents. We will use this information to develop strategies, if applicable, for better coordination among the agencies.

Olsson will collect and review annual, quarterly or monthly operations reports for the previous three years. We will also review existing policies, procedures, and performance standards currently in place for all transit services. We will document current staffing for management and operations positions.

A peer review will be conducted for comparative review of communities of similar-size. Up to five peer communities will be identified for review. Olsson shall determine how other communities are addressing their transit needs. The review will include the types of transit service existing within the community, transit governance structure, funding, community population, number/types of transit providers, riders, and the community characteristics.

### **TASK 4: MARKET ASSESSMENT/TRANSIT DEMAND**

**Deliverables:**

- Transit Demand for the Region (Maps and Summary)
- Market Analysis and Community Profile (Maps and Summary)
- Technical Memo 1 – Existing Conditions, inclusive of Tasks 1 - 4

U.S. Census data, along with quantitative and qualitative data gathered in the preceding tasks, will be used to determine the need for transit service in the Grand Island region. Data compiled will help identify existing and

future transit demand. Understanding the community dynamic and Census statistics allows the team to assess future transit services for those areas indicating a high transit need.

It is important to establish with the community that transit demand is not the same as transit need. Transit demand is defined as the number of passenger trips to be taken when a given level of passenger transportation service is available. Gauging transit need is different than estimating demand for transit services. Needs will always be greater than demand. A common methodology for quantifying need is the Mobility Gap methodology.

To gauge the transit demand, one common best practice to be used in conjunction with peer analysis is the national report, 2016 Estimating Ridership of Rural Demand-Response Transit Services for the General Public. This report builds from a previous report, TCRP Report 161, which focused on program and non-program transit trips.

In addition to the above methodology, Olsson will complete transit demand estimates using population and existing transportation programs from peer agencies, using passenger trips per capita, which typically relates to population density and land use patterns. Future service alternatives will be developed based upon the transit demand and needs for the area. These may include demand response service, similar to today, flex routes, express routes, fixed routes, coordination of existing services, etc.

The market analysis begins with collecting socio-economic, demographic, land use, and travel pattern data for Grand Island region. We will analyze how these data relate or “match up” with the existing public transit services. Olsson will identify major activity centers, street/roadway networks, and community characteristics. Quantitative and qualitative data gathered will determine the need for transit service in Hall County. A comparative review of community transit need vs. available transit service will be conducted to determine the degree of unmet transit need. Developing transit service alternatives aimed at addressing this unmet need will then be the focus for the next tasks of the study.

Data compiled within this task will identify existing and future transit demand, as well as provide guidance on appropriate modes to meet that demand (such as demand response, flex routes, express routes, fixed routes, increased coordination of existing services, etc.) within the study area.

## **TASK 5: TRANSIT ALTERNATIVES**

### **Deliverables:**

- Transit alternatives for Grand Island and Hall County

The Olsson team, in coordination with the local project team, will develop realistic 5-year transit service alternatives aimed at addressing specific goals and objectives relating to providing transit service and meeting unmet transit needs within Hall County in the context of transit coverage versus transit performance and transit convenience versus transit cost-effectiveness. This effort will build upon the current and forecasted transit demand identified in the market analysis of Task 4.

Attention will be paid to identifying specific transit service types that best meet identified needs and will include discussing coordination strategies that local transportation providers can participate in to improve the overall transportation within the region. Non-traditional, innovated alternatives may also be evaluated, which would include, among other modes, discussing taxi programs, route deviation, rideshare programs, or real-time demand response for residents throughout the region.

Along with alternatives, the service cost of each transit type and service level will be developed. The method of determining the costs will be documented. This will include the advantages and disadvantages of each method of addressing unmet transit demand to provide the most cost-effective transit service to fill the transportation gaps of residents accessing civic buildings, accessing major employment areas, medical services and other areas.

## **TASK 6: OPERATIONS MANAGEMENT**

### Deliverables:

- Operations Management Assessment
- Technical Memo 2 – Transit Alternatives, Tasks 5-6

Olsson will research the advantages and disadvantages of using a contractor for service versus operating the service in-house. This section is important for the next step after the City's current bridge contract with Senior Citizens Industries, Inc. We will also provide a brief overview of recent nationwide research projects discussing the best practices for transit management. We will document the most common reasons for transit agencies to contract services and the primary reasons to retain services in-house. Olsson will explore the multiple ways service can be contracted out and provide common guidelines for contracting should the city maintain contractors in the future. In addition, Olsson will discuss management options for the City of Grand Island, such as a regional transportation authority. An authority in the state of Nebraska currently has limitations due to state statute; however, efforts are underway to change the statute. Olsson will identify current efforts and how that may impact Grand Island.

## **TASK 7: PREFERRED TRANSIT ALTERNATIVE**

### Deliverables:

- 5-Year Preferred Transit Alternative
- Technical Memo 3 – Preferred Alternative, Task 7

Olsson will evaluate the alternatives presented in Task 5 and develop the preferred transit alternatives for the next 5 years. These preferred alternatives will be selected based on their ability to address the community's preferences related to transit coverage, performance, convenience, and cost-effectiveness. This task will result in an evaluated and prioritized list of recommended transit services, capital projects, and coordination strategies in which transportation providers can participate to improve the overall transportation within the region, as well as recommendations for new transit services in Hall County and Grand Island.

Olsson will develop a sustainable budget that outlines the most desirable funding structure for the transit service preferred alternative. This will include identifying potential funding sources and describing how the funds will be used. The plan will offer recommendations for enhancing transit services, aimed at addressing more immediate transportation needs within the county. The budget will include a detailed operating and capital plan for implementing recommendations based on information provided by the local project team on reasonable expectations for capital and operating revenues during this time.

Any enhanced transit service in the preferred alternative will have cost estimations and suggested funding partnerships. In addition, capital cost elements, including facilities and other infrastructure that might be required, estimated fleet requirements, and any applicable technological systems, will be determined. The 5-year plan will describe the transit system in that timeframe and the costs to operate. The Olsson team will identify processes and mechanisms necessary to move forward with the plan by developing an Implementation Plan. This will include recommended prioritization of transit service elements and sequencing of service initiation. Details related to operational characteristics, service types, management, capital requirements, scheduling, funding, training, marketing, interagency agreements, contracts, and monitoring will be included in the Implementation Plan.

## **TASK 8: DRAFT/FINAL REPORT**

### Deliverables:

- Draft Final Report
- Final Report

The Olsson team will compile the three Technical Memoranda into a Draft Final Report, which will include all graphics and narratives from the previous reports. This report will be written in non-technical language so as to be understandable to a diverse audience. Digital versions of the draft report will be provided to the local project team, who will have the opportunity to review and comment on the draft report. Comments received will be incorporated into the final report.



The final report will clearly state existing transit service, transit demand, transit alternatives, and the preferred transit alternatives for the next five years. The final study will reflect all of the previous task efforts and input during the study timeframe.

## **PROJECT MANAGEMENT**

### **Deliverables:**

- Project Management Plan
- Monthly Status Reports

Olsson is prepared to manage this project through a process of open and frequent communication, including progress reports and regularly scheduled conference calls. Corinne Donahue or Matt Rief will be your primary contacts for this study.

The project Kickoff Meeting is tentatively scheduled for March 2017. To initiate the study, Olsson staff will meet with the local project team to introduce the study, identify roles/responsibilities, goals/objectives, and listen to any local questions or challenges for the study. We will discuss data and mapping needs and present a tentative plan for public engagement. Feedback from the Kickoff Meeting will be incorporated into the Project Management Plan and the Public Involvement Plan, which will be presented to the local project team for approval.

The Project Management Plan will identify members of both the study team and the consultant team, and their roles in the project. A priority task will be to establish communication links and information processes that are necessary for the success of the study. Project conference calls will be held via conference call approximately every two weeks to discuss ongoing activities for the project. Olsson will be responsible for hosting meetings and for preparation/distribution of meeting minutes.

Progress reports will be submitted monthly. These reports will include completed work to date for each task and work expected to be performed in the next month. The report will also request any outstanding data requests or questions that Olsson has for the local project team.

Specific presentations of the transit study at appropriate key milestones will be coordinated with the local project team. These include presentation to:

- GIAMPO Technical Advisory Committee
- GIAMPO Policy Board
- Hall County Board of Supervisors
- City of Grand Island City Council

The Public Involvement Plan will provide additional information on the three rounds of public input, which will be conducted at major milestones during the study. Three rounds of public input will be conducted at major milestones during the study. Focus groups represent a group of persons typically with similar background or themes, such as major employers. The focus group meetings typically include from 5 to 20 people during one meeting session. Stakeholders include specific persons or person within the region to contact individually or in small numbers to discuss the study purpose and goals. Stakeholders would include City/MPO staff directly involved with the study, the Technical Advisory Committee (TAC), and other individuals to be identified with the local project team.

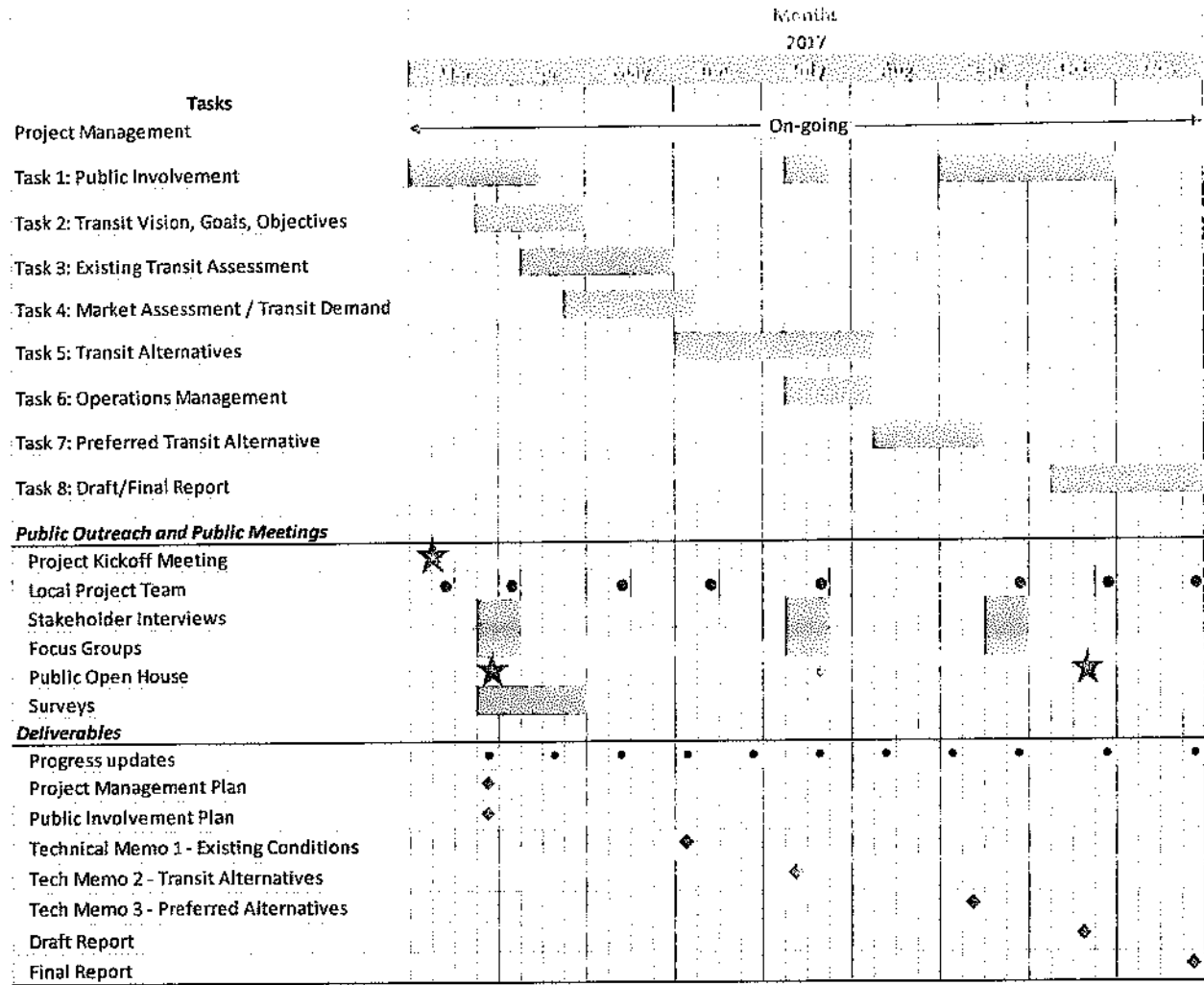
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  - Notify representatives to attend focus groups
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  - Round 1 – Discuss transit needs/demand for service and possible partnering opportunities
  - Round 2 – Input on transit alternatives
  - Round 3 – Input on preferred alternative which is fiscally constrained
- 2nd public meeting with Interested Parties and general public will be scheduled separately from Round 3 of public engagement

- o Input on Final Draft Report

Olsson will meet with up to 10 focus groups and stakeholders during the three rounds of public engagement. The meeting dates and times will be determined closer to the dates and near the key milestones. The proposed schedule is shown on the following page. This schedule and timeframe for the study will be adjusted as needed by the local project team.

Olsson will provide electronic copies of all reports/presentations, spreadsheets, databases, and any other relevant electronic materials. These will be in a format suitable (i.e. PDF, Microsoft Word, GIS) for archiving by the City of Grand Island.

# PROJECT SCHEDULE



### Attachment B: Fee Schedule

## Regional Transit Needs Assessment and Feasibility Study - Grand Island

		Olsson Associates										
	Corinne Donahue	Nick Weander	Tom Worker Braddock	Emily Bausch	Matt Riet	Jeff Pallik	Jeff McKernow	Joe Johnson	Jon Moore	Al Farris	Sub-total	
	Project Mgr	Planner	Planner	Task Mgr	Local Liaison	Client Mgr	QA/QC	Local Liaison	Planner	Planner		
Project Management	40				32	10	10	10			102 \$ 16,572	
Task 1: Public Involvement	96	60	24	160	32	8		16		32	428 \$ 47,408	
Task 2: Transit Vision, Goals, Objectives	8	8	4	8							28 \$ 3,179.23	
Task 3: Existing Transit Assessment	24	24	24						16	40	128 \$ 13,155.44	
Task 4: Market Assessment/Transit Demand	16		24				8		40	20	108 \$ 11,742.45	
Task 5: Transit Alternatives	32	32	32		16			16		24	152 \$ 18,709.95	
Task 6: Operations Management	32	16	24					16			88 \$ 11,474.46	
Task 7: Preferred Transit Alternative	24	24	40		8	8		8		24	136 \$ 16,614.83	
Task J: Draft and Final Plan	16	32	8	4	8					16	84 \$ 9,793	
Labor												
Hours	288	196	180	172	96	26	18	66	56	156	1,254	
Labor Rate	\$ 45	\$ 40	\$ 39	\$ 26	\$ 56	\$ 83	\$ 75	\$ 47	\$ 29	\$ 22		
Overhead	177%	177%	177%	177%	177%	177%	177%	177%	177%	177%		
Profit	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%		
Billable Rate	\$ 137.04	\$ 121.81	\$ 118.76	\$ 79.18	\$ 170.53	\$ 191.85	\$ 228.39	\$ 143.13	\$ 88.31	\$ 67.00		
Total labor cost	\$ 39,466	\$ 23,875	\$ 21,378	\$ 19,618	\$ 16,371	\$ 4,988	\$ 4,111	\$ 9,446	\$ 4,945	\$ 10,451	\$ 148,650	
Expenses											\$ 7,365	
Total cost											\$ 156,015	
Direct Labor	\$ 12,960	\$ 7,840	\$ 7,020	\$ 4,472	\$ 5,376	\$ 1,638	\$ 1,350	\$ 3,102	\$ 1,624	\$ 3,432	\$ 48,814	
Overhead	\$ 22,928	\$ 13,964	\$ 12,414	\$ 7,908	\$ 9,907	\$ 2,897	\$ 2,887	\$ 5,486	\$ 2,872	\$ 6,069	\$ 86,923	
Profit (Fixed Fee)	\$ 9,598	\$ 2,170	\$ 1,943	\$ 1,238	\$ 1,488	\$ 453	\$ 374	\$ 856	\$ 450	\$ 950	\$ 19,514	
Total Labor Cost	\$ 59,466	\$ 23,875	\$ 21,378	\$ 13,618	\$ 16,371	\$ 4,988	\$ 4,111	\$ 9,446	\$ 4,945	\$ 10,451	\$ 148,650	
Expenses											\$ 7,365	
Total Project Cost											\$ 156,015	
<b>Expense Detail</b>												
Trips	4	4	1	4			1					
Travel Assumptions												
Round Trip Flights Ticket						\$0	\$0					
Hotel	\$900	\$600	\$300	\$900			\$200	\$150	\$100		\$2,900	
Rental Car + Misc.	\$1,050	\$720	\$240	\$720	\$250	\$25	\$150	\$120	\$0		\$2,890	
Meals	\$840	\$720	\$540	\$1,620	\$450	\$25	\$470	\$150			\$7,365	
Total Trip / Person	\$2,790	\$1,320	\$540	\$1,620	\$450	\$25	\$470	\$150			\$7,365	



## Attachment C: General Terms and Conditions Associated with FTA Contracts

The following general terms and conditions will govern the basic Agreement and are a part thereof.

1	Financial Assistance
2	Contract Amendments
3	Contract Termination Provisions
4	Breaches and Dispute Resolution
5	Access to Records and Reports
6	Federal Changes
7	No Government Obligation to Third Parties
8	Program Fraud and False or Fraudulent Statements and Related Acts
9	Civil Rights Requirements
10	Disadvantaged Business Enterprise (DBE) Requirements
11	Energy Conservation Requirements
12	Cargo Preference
13	Fly America Requirements
14	Intelligent Transportations System Requirements
15	State and Local Law Disclaimer
16	Federal Privacy Act
17	Incorporation of Federal Transit Administration (FTA) Terms
18	Suspension and Debarment Provisions
19	Lobbying
20	Clean Water Requirements
21	Clean Air Requirements
22	Notification of Federal Participation
23	Recycled Products / Recovered Materials

### 1. FINANCIAL ASSISTANCE:

The work provided for in this Contract (Agreement) is financed, in part, through financial assistance received from the Federal Transit Administration (FTA) of the U.S. Department of Transportation. As such it is subject to a grant agreement between FTA and the Client which will be furnished to Contractor upon request. The Contractor is required to comply with all terms and conditions prescribed for third party contracts in the grant agreement between FTA and the Client.

### 2. CONTRACTS AMENDMENTS:

Any proposed change in this Agreement shall be submitted to the Client for its prior approval, and when approved, the Client will make the change by a written contract modification. The Client may at any time by written order, and without notice to the sureties, make changes, within the general scope of this contract in one or more of the following: (1) drawings, designs, or specifications; (2) methods of shipment or packing; and (3) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for the performance

of any part of the work under this contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the contract price or delivery schedule, or both; and the contract shall be modified in writing accordingly. The Contractor must request an adjustment under this clause within 15 days from the date of receipt of the notification change. The Client may decide to act upon the Contractor's request for adjustment at any time prior to final payment under the contract, provided the facts warrant such action.

**Change Order Procedures:** Within 15 days after receipt of the written change order to modify the contract, the Contractor shall submit to the Contracting Officer a detailed price and schedule proposal for the work to be performed. This proposal shall be accepted or modified by negotiations between the Proposer and Contracting Officer. At that time, both parties shall execute a detailed contract modification in writing. All changes in the contract that either increase or decrease the cost of, or the time required for the performance of any part of the work under this contract, thereby affecting the contract price or delivery schedule, shall be resolved by mutual agreement between the Proposer and the Client. Disagreements that cannot be resolved through negotiations shall be resolved in accordance with the contract disputes provisions of FTA Guidelines. Regardless of any disputes, the Contractor shall proceed with the work ordered, provided the Client has obtained the prior concurrence of FTA.

Notice of the acceptance of the change order will be made by the issuance of a Client change order form to the Contractor. The Contractor will be required to evidence its acceptance of the change order by endorsing and returning to the Client the change order form within 10 days of its receipt thereof. The acceptance of the change order will bind the Contractor on his part to finish and deliver at his adjusted proposal price in accordance with conditions of said accepted proposal and specifications. The contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting, and specification or other change not properly ordered by written modification to the contract.

**Price Adjustment for Regulatory Changes:** If a price adjustment is indicated, either upward or downward, it shall be negotiated between the Client and the Contractor for changes that are mandatory as a result of legislation or regulations that are promulgated and become effective between the date of proposal acceptance and the date of manufacture. Such price adjustment may be audited, where required.

### 3. CONTRACT TERMINATION PROVISIONS:

The following provisions have been developed in accordance with 49 CFR Part 18 and FTA Circular 4220.1F

**Termination for Convenience:** The Client may terminate this contract in whole or in part, for the Client's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Client shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. The Client has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Client, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

**Termination for Failure:** If the termination is for failure of the Contractor to fulfill the contract obligations, the Client may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Client. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Client.

**Termination for Default:** If the Contractor does not deliver the goods or services provided by this solicitation in accordance with the provisions contained herein, or if the Contractor fails to perform in the manner called for with regard to other provisions of a contract awarded in conjunction with this solicitation, the Client may notify the Contractor of its intention to terminate this contract for default. The Proposer shall be allowed fifteen (15) calendar days after receipt of the notice of intent to terminate for default in which to rectify the problems that were cause for such notice. Termination shall be effected by serving a final notice of termination on the Contractor setting forth the manner in which the Contractor may be paid for only items delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the Client that the Contractor had an excusable reason for not performing, such as a strike, fire, flood, or other events which are not the fault of, or are beyond the control of the Proposer, the Client after setting up a new delivery or performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

**Opportunity to Cure:** The Client in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 30 days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to the Client's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor or written notice from Client setting forth the nature of said breach or default, the Client shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the Client from also pursuing all available remedies against Contractor and its sureties for said breach or default.

**Waiver of Remedies for any Breach:** In the event that the Client elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver shall not limit the Client's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

#### 4. BREACHES AND DISPUTE RESOLUTION:

The following provisions have been developed in accordance with 49 CFR Part 18 and FTA Circular 4220.1F

**Disputes:** Disputes arising in the performance of this Agreement which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the

Client's Contracting Officer. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Contracting Officer. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Contracting Officer shall be binding upon the Contractor and the Contractor shall abide by the decision.

**Performance during Dispute:** Unless otherwise directed by the Client, the Contractor shall continue performance under this Agreement while matters in dispute are being resolved.

**Claims for Damages:** Should either party to the Agreement suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

**Remedies:** Unless this Agreement provides otherwise, all claims, counterclaims, disputes and other matters in question between the Client and the Contractor arising out of or relating to this Agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Nebraska.

**Rights and Remedies:** The duties and obligations imposed by the Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Client or the Contractor shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

#### 5. ACCESS TO RECORDS AND REPORTS:

The following access to records requirements apply to this Agreement:

**Record Retention.** The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

**Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

**Access to Records.** The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

**Access to the Sites of Performance.** The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.



**6. FEDERAL CHANGES:**

Pursuant to 49 CFR Part 18, Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the master agreement (Form FTA MA dated October 2016) between the Client and the FTA, as they may be amended or promulgated from time to time during the term of this contract. The Contractor's failure to so comply shall constitute a material breach of this contract.

**7. NO GOVERNMENT OBLIGATION TO THIRD PARTIES:**

The Client and Contractor acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the federal government, the federal government is not a party to this contract and shall not be subject to any obligations or liabilities to the Client, the Contractor, or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from the Agreement.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**8. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS:**

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**9. CIVIL RIGHTS REQUIREMENTS:**

**Civil Rights** - Pursuant to 29 U.S.C. § 623, 42 U.S.C. § 2000; 42 U.S.C. § 6102, 42 U.S.C. § 12112; 42 U.S.C. § 12132, 49 U.S.C. § 5332; 29 CFR Part 1630, 41 CFR Parts 60 et seq.; the following requirements apply to the underlying contract:

**Nondiscrimination:** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

**Equal Employment Opportunity:** The following equal employment opportunity requirements apply to the underlying contract:

**Race, Color, Creed, National Origin, Sex:** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

**Age:** In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

**Disabilities:** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

#### 10. DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10 percent. A separate contract goal has not been established for this procurement.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable

requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Client deems appropriate.

The (prime) contractor shall not terminate a DBE subcontractor for convenience and then perform that work with its own forces or its affiliate.

Prime contractors must make payment to subcontractors for satisfactory performance of their contracts no later than 30 days from the receipt of each payment made by the Client to the prime contractor.

If retainage is withheld by from the subcontractor, prompt and full payment must be made by the prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed.

A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Client. When the Client has made an incremental acceptance of a portion of a prime contract or a progress payment, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

Any delay or postponement of payment to subcontractors may only take place for good cause. Any such delay or postponement requires the prior written approval of the Client.

If any of these conditions are not met, the Client reserves the right to withhold payment until the Client is satisfied that these conditions are met.

The contractor agrees to place this clause in all subcontracts.

#### 11. ENERGY CONSERVATION REQUIREMENTS:

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. These requirements are set forth in 42 U.S.C 6321 et. seq. and 49 CFR Part 18.

#### 12. CARGO PREFERENCE:

If awarded a contract, the contractor shall agree to comply with cargo preference requirements on the shipment of foreign made goods, as provided for in 46 USC 12241 (b) (1) and 46 CFR Part 381.

As required by 46 CFR Part 381, the contractor agrees:

(1) To utilize privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipment originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading

in English for each shipment of cargo described in the preceding paragraph to the FTA recipient (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, D.C. 20590.

(3) To include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

**13. FLY AMERICA REQUIREMENTS:**

The Contractor agrees to comply with 49 U.S.C § 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provides that recipients and sub-recipients of federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent that such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. Flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

**14. INTELLIGENT TRANSPORTATIONS SYSTEM REQUIREMENTS:**

The Contractor agrees that in the course of implementing any project involving any aspects of an intelligent transportation system it will be compliant with Section VII of the FTA Notice "FTA National ITS Architecture Policy on Transit Projects" at 66 Fed. Reg. 1459, January 8, 2001.

**15. STATE AND LOCAL LAW DISCLAIMER:**

State and Local Law Disclaimer – The Contractor hereby agrees to comply with all applicable statutes, ordinances, and regulations of the United States, the U.S. Department of Transportation, the State of Nebraska and local governments.

**16. FEDERAL PRIVACY ACT:**

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

- (1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- (2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

**17. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS:**

The preceding provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT). Whether or not expressly set forth in the



preceding contract provisions, all contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, and are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Client requests which would cause the Client to be in violation of the FTA terms and conditions.

**18. SUSPENSION AND DEBARMENT PROVISIONS:**

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to Executive Order 12549, as implemented by 49 CFR Part 29, regarding government-wide debarment and suspension of contractors. The Contractor agrees to sign required certifications. The Contractor agrees to pass this requirement on to sub-contractors seeking subcontracts over \$25,000.

By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, (Recipient) may pursue available remedies, including suspension and/or debarment.
2. The prospective lower tier participant shall provide immediate written notice to (Recipient) if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact the Client for assistance in obtaining a copy of those regulations.
4. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall 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 in writing by the Client.
5. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant 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 participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
7. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this

clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under Paragraph D of these instructions, if a participant 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 all remedies available to the Federal Government, the Client may pursue available remedies including suspension and/or debarment.

**"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction"**

1. The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. §29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**19. LOBBYING:**

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]:

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

The Contractor certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL,

"Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

3. The Contractor shall require that the language of this certification be included in the award documents for all subawards exceeding \$100,000 at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.] The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure.

#### 20. CLEAN WATER REQUIREMENTS:

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

#### 21. CLEAN AIR REQUIREMENTS:

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

#### 22. NOTIFICATION OF FEDERAL PARTICIPATION:

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, the recipient agrees to specify the amount of federal assistance to be used in financing that acquisition of goods and services and to express that amount of that federal assistance as a percentage of the total cost of that third party contract.

#### 23. RECYCLED PRODUCTS / RECOVERED MATERIALS:

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA) as amended (42 U.S.C. 6962), including, but not limited to, the regulatory provisions of 40 CFR Part 247 and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

## Attachment D: Additional Provisions

The following additional general provisions will govern the basic Agreement and are a part thereof.

1	Ownership of Documents
2	Conflict of Interest Laws in accordance with 23 CFR 1.33 and 49 CFR 18.36(b)(3)
3	Forbidding Use of Outside Agents or Covenant Against Contingent Fees
4	Subletting, Assignment or Transfer
5	Successors and Assigns
6	Responsibility for Claims and Liability
7	General Compliance with Laws
8	Drug-Free Workplace Policy
9	Additional Services
10	New Employee Work Eligibility Status
11	Insurance

### 1. OWNERSHIP OF DOCUMENTS

All surveys, maps, reports, computations, charts, plans, specifications, electronic data, field books, and other project documents prepared or obtained under the terms of this Agreement are the property of the Client and the Consultant shall deliver them at the conclusion of the project without restriction or limitation as to further use.

The Client acknowledges such data may not be appropriate for use on an extension of the services covered by this Agreement or on other projects. Any use of the data for any purpose other than that for which it was intended without the opportunity for Consultant to review the data and modify it if necessary for the intended purpose will be at the Client's sole risk and without legal exposure or liability to Consultant. The Consultants' time sheets and payroll documents shall be kept in Consultants' files for at least three years from the completion of final cost settlement and project closeout by FTA.

### 2. CONFLICT OF INTEREST LAWS

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

Consultants and Subconsultants providing services for the Client, or submitting proposals for services, shall submit a Conflict of Interest Disclosure Form for Consultants. Consultants and Subconsultants shall submit a revised form for any changes in circumstances, or discovery of any additional facts that could result in someone employed by, or who has an ownership, personal, or other interest with Consultant or Subconsultant having a real or potential conflict of interest on a Client federal-aid transportation project.

### 3. FORBIDDING USE OF OUTSIDE AGENTS

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

#### 4. SUBLETTING, ASSIGNMENT OR TRANSFER

Any subletting, assignment, or transfer of any professional services to be performed by the Consultant is hereby prohibited unless prior written consent of the Client is obtained. As outlined in the DISADVANTAGED BUSINESS ENTERPRISES Section (Attachment C, Section 10) of this Agreement, the Consultant shall take all necessary and reasonable steps to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform subagreements. Any written request to sublet any other work must include documentation of efforts to employ a disadvantaged business enterprise.

#### 5. SUCCESSORS AND ASSIGNS

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

#### 6. RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Consultant agrees to save harmless the Client from all claims and liability due to the error, omission, or negligence of the Consultant or those of the Consultant's agents or employees in the performance of services under this Agreement. Further, it is expected that in carrying out the work under this Agreement, the Consultant will make various decisions and judgments and the Consultant will determine what actions are required by the Consultant and by others to properly complete the work. Nothing in this Agreement shall be interpreted to relieve the Consultant from any liability it would otherwise have to the Client in carrying out the work under this Agreement.

Finally, the Consultant shall for the life of this Agreement, carry insurance as outlined in Attachment D, and hereby made a part of this Agreement. In any agreement the Consultant has with a Subconsultant, Consultant shall require that the insurance requirements outlined in Attachment D must be met by the Subconsultant.

#### 7. GENERAL COMPLIANCE WITH LAWS

The Consultant hereby agrees to comply with all federal, state, and local laws and ordinances applicable to the work in effect at the time of the work.

#### 8. DRUG-FREE WORKPLACE POLICY

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

#### 9. ADDITIONAL SERVICES

The Client reserves the right to request additional work, and changed or unforeseen conditions may require changes and work beyond the scope of this Agreement. In this event, a supplement to this Agreement shall be executed and submitted for the approval of the Client prior to performing the additional or changed work or incurring any additional cost thereof. Any change in compensation will be covered in the supplement.

10. NEW EMPLOYEE WORK ELIGIBILITY STATUS

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

The undersigned duly authorized representative of the Consultant, by signing this Agreement, hereby attests to the truth of the following certifications, and agrees as follows: Neb.Rev.Stat. § 4-114. I certify compliance with the provisions of Section 4-114 and, hereby certify that this Consultant shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. I agree to require all Subconsultants, by contractual agreement, to require the same registration and verification process. If the Consultant is an individual or sole proprietorship, the following applies:

- 1. The Consultant must complete the United States Citizenship Attestation form, and attach it to this Agreement. This form is available on the Department of Roads' website at [www.transportation.nebraska.gov/projdev/#save](http://www.transportation.nebraska.gov/projdev/#save).
- 2. If the Consultant indicates on such Attestation form that he or she is a qualified alien, the Consultant agrees to provide the US Citizenship and Immigration Services documentation required to verify the Consultant lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
- 3. The Consultant understands and agrees that lawful presence in the United States is required and the Consultant may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb.Rev.Stat. §4-1 08.

11. INSURANCE

The following insurance requirements apply to this Agreement:

- 1. The Consultant's insurance coverage shall be for not less than the following limits of liability:
  - a. "Worker's Compensation and Employer's Liability." This insurance shall protect the Consultant against all claims under applicable State worker's compensation laws. This insurance shall provide coverage in every state in which work for this project might be conducted. The Consultant shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include an "all states" endorsement. The liability limits shall be not less than the following:

Worker's Compensation	Statutory Limits
Employer's Liability	\$100,000 each accident
	\$100,000 each employee
	\$500,000 policy limit

- b. "Business Automobile Liability." This insurance shall be written in comprehensive form and shall protect the Consultant, Consultant's employees, or subcontractors

