

Task Order Agreement No.	BK1719
Master Agreement No.	VK1606
Effective (NTP) Date	
Task Order Amount	C+FF \$63,252.81

## ON-CALL PROFESSIONAL SERVICES TASK ORDER AGREEMENT LPA PROJECTS

CITY OF GRAND ISLAND  
OLSSON ASSOCIATES, INC.  
PROJECT NO. HSIP-5402(5)  
CONTROL NO. 42812  
STOLLEY PARK ROAD  
NEPA SERVICES

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

**WHEREAS**, in accordance with the terms of the On-Call Professional Services Master Agreement No. VK1606 ("Master Agreement"), State has selected several consultants, including Consultant, to be available to provide on-call Environmental services for various LPA Federal-aid projects, and

**WHEREAS**, LPA, or State on LPA's behalf, has selected Consultant to provide Environmental Services ("Services") for LPA's project identified as Project No. HSIP-5402(5), and

**WHEREAS**, solely for convenience, consistency and in an attempt to obtain federal funding for Consultant services, the Parties intend that this task order agreement ("Task Order") include some of the provisions of a January 18, 2016 Master Agreement for on-call environmental services between Consultant and State, and

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

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

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

**WHEREAS**, Consultants primary contact for LPA's project is LPA's Responsible Charge when LPA is managing the project, and

**WHEREAS**, Consultant's primary contact for LPA's project is State's Project Coordinator when State is managing the project on behalf of LPA, and

**WHEREAS**, Consultant's primary contact for State's project is State's Project Coordinator.

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

**NOW THEREFORE**, in consideration of these facts, Consultant and LPA agree as follows:

**SECTION 1. CONTACT INFORMATION**

Contact information, for the convenience of the Parties, is as follows:

1.1 Consultant Project Manager

Firm Name	Olsson Associates, Inc.
Address	601 P Street, Suite 200, Lincoln, Nebraska
Project Manager's Name	Brain Osborn
Project Manager's Phone	402-474-6311

1.2 State Project Coordinator

Name	Taylor Eman
Phone Number	402-479-3607

1.3 LPA PL

Name	Terry Brown
Phone Number	308-385-5444

1.4 State Agreements Specialist

Name	Dawn Knott
Phone Number	402-479-4414

**SECTION 2. DURATION OF THE AGREEMENT**

- 2.1 **Effective Date** --This Agreement is effective upon the earlier of the date (1) LPA, or State on LPA's behalf, issued the Notice to Proceed, or (2) the Parties executed this Agreement.
- 2.2 **Renewal, Extension or Amendment** --The Agreement may be renewed, extended or amended by mutual agreement or as otherwise provided herein.
- 2.3 **Identifying Date** -- For convenience, the Agreement's identifying date will be the date LPA signed the agreement.
- 2.4 **Duration** -- LPA, or State on LPA's behalf, will treat the Agreement as completed or inactive upon the happening of either (1) the final completion of an audit review by State or its authorized representative and the resolution of all issues identified in the audit report, or (2) the waiver of an audit review.
- 2.5 **Termination** -- Further, LPA, or State on LPA's behalf, reserves the right to terminate the agreement as provided herein.

**SECTION 3. TASK ORDER SCOPE OF SERVICES**

- 3.1 Consultant agrees that the entire Scope of Services for this Task Order includes SECTION 5. BASIC SCOPE OF SERVICES of the Master Agreement, and the Scope of Services as set out in Exhibit "A", attached and incorporated herein by this reference. This Task Order Scope of Services will govern over any contrary language in the Basic Scope of Services of the Master Agreement.
- 3.2 Upon receiving a written notice to proceed from LPA, or State on LPA's behalf, Consultant shall complete the Services required under this Task Order and in accordance with the terms of the Master Agreement.

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

- 4.1 LPA, or State on LPA's behalf, will issue Consultant a written Notice-to-Proceed upon full execution of this Task Order. Any Services performed by Consultant on the project

prior to the date specified in the written Notice-to-Proceed will not eligible for reimbursement.

- 4.2 Consultant shall complete all the Services according to the schedule in attached Exhibit "A" required under this Task Order in a satisfactory manner by November 17, 2017. Any costs incurred after the completion date will not eligible for reimbursement unless LPA, or State on LPA's behalf, has provided a written extension of time.
- 4.3 The completion date will not be extended because of any avoidable delay attributed to Consultant, but delays attributable to LPA or State may constitute a basis for an extension of time.

#### **SECTION 5. STAFFING PLAN (For PE Services, TO)**

- 5.1 Consultant has provided State with a Staffing Plan, described in Exhibit "A", attached and incorporated herein by this reference. The Staffing Plan identifies the employees of Consultant who are anticipated to provide services under this Agreement. Consultant understands that State is relying on key personnel from Consultant's Staffing Plan to be primarily responsible for completing the Services under this Agreement. State considers the Principals, Senior level staff, Project Managers, Team Leaders or other similar classifications, to be the key personnel for the services provided. While providing Services under this Agreement, the Consultant may make occasional temporary changes to the key personnel. However, State must approve, in advance and in writing, any permanent change to the key personnel.
- 5.2 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 to provide acceptable replacement personnel or qualified new personnel to keep the services on schedule will be cause for termination of this Task Order, with settlement to be made as provided in Exhibit "B" attached and incorporated herein by this reference.

## **SECTION 6. NEW EMPLOYEE WORK ELIGIBILITY STATUS**

- 6.1 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 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.
- 6.2 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.
- 6.3 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 Roads website at [www.transportation.nebraska.gov/proidev/#save](http://www.transportation.nebraska.gov/proidev/#save).
  - b. If Consultant indicates on such Attestation form that he or she is a qualified alien, Consultant agrees to provide the US Citizenship and Immigration Services documentation required to verify Consultant lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
  - c. Consultant understands and agrees that lawful presence in the United States is required and Consultant may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

## **SECTION 7. FEES AND PAYMENTS**

- 7.1 Consultant's fee proposal is attached as Exhibit "B".
- 7.2 The general provisions concerning payment under this Task Order are set out on the Exhibit "B".
- 7.3 For performance of the services as described in this Task Order, Consultant will be paid a fixed-fee-for-profit of \$7,264.11 and up to a maximum amount of \$55,988.70 for actual costs in accordance with Exhibit "B". The total Task Order amount is \$63,252.81.

## **SECTION 8. SUSPENSION OR TERMINATION**

### **8.1 Suspension or Termination**

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

- a. A loss, elimination, decrease, or re-allocation of funds that, in the sole discretion of LPA, or State on LPA's behalf, make it difficult, unlikely or impossible to have sufficient funding for the Services or the project;
- b. LPA, or State on LPA's behalf, abandons the Services or the project for any reason;
- c. Funding priorities of LPA, or State on LPA's behalf, have changed;
- d. LPA, or State on LPA's behalf, determines, in its sole discretion, that the interests of LPA, or State on LPA's behalf, are best protected by suspension or termination of this Task Order;
- e. Consultant fails to meet the schedule, milestones, or deadlines established in this Task Order or agreed to in writing by the Parties;
- f. Consultant fails to provide acceptable replacement personnel or qualified new personnel as determined by LPA, or State on LPA's behalf;
- g. Consultant has not made sufficient progress to assure that the Services are completed in accordance with the schedule in attached Exhibit "A" or 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 Task Order;
- j. Consultant's breach of a provision of this Task Order or failure to meet a condition of this Task Order;
- 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;

### **8.2 Suspension**

- a. **Suspension for Convenience.** LPA, or State on LPA's behalf, may suspend for convenience by giving Consultant 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, or State on LPA's behalf, 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 Consultant's work for cause or for issues related to performance, responsiveness or quality that must be corrected by Consultant, LPA, or State on LPA's behalf, will give

Consultant notice of the date of suspension, which date will be no fewer than three (3) business days after notice is given. LPA's notice of suspension, or State's notice of suspension on LPA's behalf, 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 on LPA's behalf, 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, or State on LPA's behalf. Failure to correct the deficiencies identified in a suspension will be grounds for termination of this Task Order.

8.3 Termination

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

8.4 Compensation upon suspension or termination

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

## **SECTION 9. SECTIONS INCORPORATED BY REFERENCE**

For the convenience of the parties, for consistency for funding review, and in an effort to reduce the length of this Task Order, the LPA and Consultant agree to be bound by and hereby incorporate by this reference as if fully set forth herein, Sections 11-19 and 21-28 of the Master Agreement for Environmental Services, for LPA projects between the Nebraska Department of Roads and Consultant, dated January 18, 2016, with one recurring change:

The LPA and Consultant agree to meet the requirements of all incorporated provisions and represent that by signing this Task Order, they expressly certify to any required certifications contained in those provisions. Although some of the provisions of the Master Agreement are incorporated herein by reference, it is understood that the Nebraska Department of Roads is not a party to this Task Order and shall have no obligations or duties under this Task Order.

## **SECTION 10. CONSULTANT CERTIFICATIONS**

10.1 The undersigned duly authorized representative of Consultant, by signing this Task Order, hereby reaffirms, under penalty of law, to the best of my knowledge and belief, the truth of the certifications set out in SECTION 29. CONSULTANT CERTIFICATIONS of the Master Agreement, with one change:

"LPA, or State on LPA's behalf" should be substituted in for any reference in that section of the Master Agreement to State unless the context would otherwise require.

10.2 Neb. Rev. Stat. § 81-1715(1). I certify compliance with the provisions of Section 81-1715 and, to the extent that this Task Order is a lump sum, actual cost-maximum-not-to-exceed, or actual cost-plus-a-fixed fee professional service agreement, I hereby certify that wage rates and other factual unit costs supporting the fees in this Task Order are accurate, complete, and current as of the date of this Task Order. I agree that this Task Order price and any additions thereto shall be adjusted to exclude any significant sums by which the LPA determines the agreement price had been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

## **SECTION 11. LPA CERTIFICATION**

11.1 By signing this Task Order, 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 Task Order to:

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

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

## **SECTION 12. ENTIRE AGREEMENT**

The Master Agreement, all supplements thereto, and this Task Order Agreement constitute the entire agreement ("The Task Order Agreement") between the Parties. The Task Order Agreement supersedes any and all previous communications, representations, or other

understandings, either oral or written; and all terms and conditions of the Master Agreement and supplements thereto remain in full force and effect, and are incorporated herein.

**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 Task Order Agreement, attest and affirm the truth of each and every certification and representation set out herein.

**EXECUTED** by the Consultant this 7<sup>th</sup> day of March, 2017.

OLSSON ASSOCIATES, INC.  
Michael Piernicky

*Michael Piernicky*  
Vice President

STATE OF NEBRASKA)  
Douglas )ss.  
LANCASTER COUNTY)

Subscribed and sworn to before me this 7 day of March, 2017.



*Veronica J. Chambers*  
Notary Public

**EXECUTED** by the City of Grand Island this 14<sup>th</sup> day of MARCH, 2017.

CITY OF GRAND ISLAND  
Jeremy Jensen

*Jeremy Jensen*  
Mayor

Subscribed and sworn to before me this 14<sup>th</sup> day of MARCH, 2017.

*RaNaee Edwards*  
Clerk

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

*Jodi Skewis* 3/27/17  
Date



**ENVIRONMENTAL SERVICES**

PROJECT NO.: HSIP-5402(5)  
 CONTROL NO.: 42812  
 LOCATION: Stolley Park Road Reconfiguration, Grand Island  
 STATE PC: Taylor Eman  
 LPA POINT OF CONTACT: Tim Golka  
 CONSULTANT: Olsson Associates  
 CONSULTANT POINT OF CONTACT: Matt Rief

**A. PROJECT DESCRIPTION**

This scope provides for environmental services related to compliance with the Environmental National Policy Act (NEPA) for the Project named above. Consultant shall serve as the agent for the City of Grand Island hereafter referred to as the LPA (Local Public Agency), representing them in all matters related to environmental services for this Project.

Scope Items Pertaining the Project (checked boxes indicate the sections of this scope that apply to the project):

SOS Sec	Scope Items	Tasks
1	Categorical Exclusion (CE)	<input checked="" type="checkbox"/>
2	Farmland	<input type="checkbox"/>
3	Section 106 request letter	<input checked="" type="checkbox"/>
4	Section 4(f)	<input checked="" type="checkbox"/>
5	Section 6(f)	<input checked="" type="checkbox"/>
6	Floodplain Review	<input checked="" type="checkbox"/>
7	Water Quality Review	<input type="checkbox"/>
8	Threatened & Endangered Species Review	<input checked="" type="checkbox"/>
9	Hazardous Materials Review (HMR)	<input checked="" type="checkbox"/>
10	Noise Analysis and Report	<input checked="" type="checkbox"/>
11	Wetland & Stream Delineation	<input checked="" type="checkbox"/>
	Delineation Project Size	<input checked="" type="checkbox"/> Small <input type="checkbox"/> Med <input type="checkbox"/> Large
12	404 Nationwide Permit Application	<input type="checkbox"/>
13	404 Individual Permit Application	<input type="checkbox"/>
14	Mitigation Plan	<input type="checkbox"/>
15	Public Involvement Materials	<input checked="" type="checkbox"/>
16	Green Sheets	<input checked="" type="checkbox"/>
17	Project Management	<input checked="" type="checkbox"/>
18	Travel Time	<input checked="" type="checkbox"/>

**B. LPA OR STATE, ON LPA'S BEHALF, TO PROVIDE** (to the extent that the items listed are available or needed for the scope checklist above):

1. Project description, location information, Program documents (DR-73, DR-53), purpose and need statement (if applicable – Level 3 Categorical Exclusion (CE)), Threatened and Endangered species (T&E) Activity Checklist, general project location map, PQS (Professionally Qualified Staff) Memos (Wetlands, HMR, EJ/LEP, T&E Species, Section 106). When appropriate, detour route information will be provided (including a list of property owners along the project and detour route).
2. If available, electronic files of current aerial photographs with Project alignment and preliminary design, existing and new rights-of-way (ROW) and easements, topographic survey, utilities data, and Limits of Construction (LOC), if available.
3. Roadway Feature File, Alignment File, Feature Codes and SMD (Simple Method Description) File (downloadable from State's website).
4. County-wide plat (ownership) or TAM (occupancy) maps for Consultant's use if landowner notification is needed. A notification letter, on LPA's letterhead for the consultant's use in landowner contact and site access will also be provided.
5. Waterway Permit Data Sheet and 2W plan Sheets from design consultant, if permitting services are required.

6. Wetland Delineation Data Sheets and Photographs (if already available and not part of this scope of work).
7. Environmental Justice/Limited English Proficiency Memo (provided by State if available).
8. Section 106 documentation and Professionally Qualified Staff (PQS) Memo (provided by State if available).
9. HMR PQS Memo (provided by the State if available).
10. Threatened and Endangered Species PQS Memo (provided by State if available).
11. Wetlands PQS Memo.

C. APPLICABLE PUBLICATIONS:

Work shall be done in accordance with the most current version of the following materials:

1. Instructions and Guidance for Completing the Nebraska Categorical Exclusion Determination Form for Federal-Aid Projects, June 2, 2015.
2. NDOR National Historic Preservation Act Section 106 Guidelines, 2015.
3. Nebraska Biological Evaluation Process, Prepared in Support of the Programmatic Agreement that was developed between FHWA, State, USFWS and NGPC, January 20, 2012.
4. Certified NEPA consulting firms and requirements. NDOR, July, 2015.
5. Corps of Engineers Wetlands Delineation Manual, Technical Report Y-87-1. Environmental Laboratory, Department of the Army Waterways Experiment Station, US Army Corps of Engineers, Vicksburg, Mississippi, 1987.
6. Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region, ERDC/EL TR-08-27. Wetlands Regulatory Assistance Program, US Army Engineer Research and Development Center, Vicksburg, Mississippi, 2010.
7. Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Great Plains Region, ERDC/EL TR-08-12. Wetlands Regulatory Assistance Program, US Army Engineer Research and Development Center, Vicksburg, Mississippi, 2010.
8. Regulatory Guidance Letter No. 05-05: Ordinary High Water Mark Identification. US Army Corps of Engineers, 2005.
9. Cowardin et al. Classification of Wetlands and Deepwater Habitats of the United States, FWS/OBS 79/31. Biological Services Program, Fish and Wildlife Service, US Department of the Interior, 1979.
10. Nebraska Wetland Subclasses (Attachment K, Wetland Mitigation Banking, Standard Operating Procedures in Nebraska).
11. Nebraska Department of Roads. Hazardous Materials Review Guidance manual (August 2015).
12. Nebraska Department of Roads. Procedure: Wetland and Water Resource Delineation and Water Conveyance Structure Investigation, (January 2013 DRAFT).
13. Nebraska Department of Roads. Nebraska Public Involvement Procedure (September, 2015).
14. Nebraska Department of Roads. Standard Delineation Report (Draft In Preparation).
15. Guidance for Completing the Section 4(f) Review Process in Nebraska for Federal-Aid Projects (May 28, 2015).
16. Programmatic Categorical Exclusion Agreement Between the Federal Highway Administration and the Nebraska Department of Roads (April, 2015).
17. Noise Analysis and Abatement Policy By Nebraska Department of Roads Planning and Project Development Division Noise and Air Section Lincoln, NE. (July 13, 2011)
18. Noise Analysis and Abatement Policy Addendum By Nebraska Department of Roads Planning and Project Development Division Noise and Air Section Lincoln, NE. (March 7, 2014)

**D. CONSULTANT SHALL PROVIDE TO LPA OR STATE, ON LPA'S BEHALF:**

1. **CE Document and Resource Reviews**

- a. Project Description and Purpose & Need (when applicable). Consultant will determine if the provided project description meets the NDOR guidance for project descriptions and revise as necessary for use in the CE document, consultation letters, and public involvement materials. If a Purpose & Need statement is required (applicable for Level 3 CEs) the consultant will determine if the original Purpose & Need meets the NDOR guidance requirements and if necessary, draft a revised Purpose & Need statement for inclusion in the CE document.
- b. CE Determination Form for Federal-Aid Projects. When the Consultant determines whether the Project will qualify as a Level 1, 2 or 3 CE under the existing CE Programmatic Agreement, they will notify the Project's assigned State NEPA Environmental Project Manager (PM) and complete the appropriate Level (1,2,3) of the CE Form. Consultant will notify the State NEPA Environmental PM if a threshold has been crossed which elevates the level of CE documentation. Consultant will obtain or produce supplemental information, figures and resource maps to attach to the NEPA Form or to be placed into the Project file as back-up reference material for the document. Figures and resource maps are required to be attached to the NEPA Form (as per the CE guidance manual). If not required as an attachment, Consultant shall produce them for the NEPA project file. Consultant's effort shall also include up to three progress meetings as needed, with LPA and/or State by telephone. If a Project on-site meeting or meeting at State is needed, it would be considered an out-of-scope item and would be negotiated as a Supplement to this Agreement.
- c. Vicinity Map and Location Aerial Figure of the Environmental Study Area. Consultant will prepare a Project Vicinity map on a 7.5 Minute Quadrangle Topographic Map base (1:24,000 scale), showing the Project location with insert showing the county and its position in Nebraska. The Project Location Aerial Figure shall be shown on an aerial photograph as the background, with the overall Environmental Study Area mapped (minimum ¼ mile from centerline, right and left), the Project start and end points plotted, and pertinent constraints such as Limits of Construction depicted, if known.
- d. Documentation and Revisions. Consultant will submit the completed CE Determination Form for Federal-Aid Projects (including attachments) to the LPA, State and FHWA (if Level 3) for review and approval (assume 2 rounds of comments from NDOR and 2 rounds of comments from FHWA if Level 3).
- e. CE Quality Control. The consultant shall submit to LPA and State evidence that the CE document has had a quality control review by the Consultant's Principal NEPA Author or Project Manager (as identified in the firm's current, approved NEPA Certification submittal - Category 101A), other than the document author. The submittal shall accompany both draft and final NEPA documents and may be in the form of a transmittal letter with the name, date and signature of the QC reviewer, on the Consultant's internal review process form, on NDOR's QC review form, or when the electronic CE Form allows, provide evidence of QC review in the appropriate position on the CE form.
- f. CE Comment Tracking Table: The consultant shall maintain a summary table of all review comments and resolution of comments made by LPA, State and FHWA during document review and revision processing. Comments shall be organized by the CE Form's subject title and question number. The comment tracking table shall be submitted to LPA, State or FHWA, as appropriate, along with the revised draft and final documents.

2. ~~Farmland.~~

- a. ~~Farmland Conversion Form. If there is farmland located in the Project Environmental Study Area and its use may be converted to other purposes as part of the Project, Consultant will prepare a Natural Resource Conservation Service (NRCS) Farmland Conversion Form CP-106 and perform coordination with NRCS, if necessary.~~

3. **Section 106 State Historic Preservation Office/Tribal Historic Preservation Office (SHPO/THPO).**

- a. Section 106 Review Request Letter. Consultant will complete the Section 106 Review Request Letter and submit it as a PDF to the State's Section 106 Professionally Qualified Staff (PQS), copy the LPA Project Coordinator and NEPA

Environmental PM. The Section 106 Review Request Letter shall include a Vicinity Map and a Location Figure, showing the project's start and end points.

4. Section 4(f) Exception or De Minimis Determination.
  - a. Section 4(f) Initial Assessment Form. Consultant will determine if adjacent Section 4(f) properties such as public parks, recreation areas, and wildlife/waterfowl refuges, or historic sites of local, state or national significance are present, as part of the resource review. Consultant will prepare the Section 4(f) Initial Assessment Form and submit to State NEPA Environmental PM for review and approval. The approved Section 4(f) Initial Assessment Form will be sent to the Consultant for inclusion in the CE appendices.
  - b. Section 4(f) Documentation. If a Section 4(f) property is identified within the Project area, the project or undertaking must determine a 'use' of land from that property within the meaning of Section 4(f). If it is determined that there is a 'use' of the land then coordination with State must occur and one or more of the following documents will be prepared by the Consultant:
    - 1) Section 4(f) Exceptions Form
    - 2) Section 4(f) De Minimis Form
    - 3) Coordinate with the Official With Jurisdiction for the Section 4(f) resource, to obtain concurrence that the impact will/will not adversely affect the resource. If more than one Section 4(f) property has a 'use' determined, analysis and document preparation for the additional properties would be considered out of scope and the additional effort would be negotiated as a Supplement to this Agreement.
  - c. Individual Section 4(f) Evaluation. If needed, an Individual Section 4(f) Evaluation and documentation would be considered out-of-scope and the additional effort would be negotiated as a Supplement to this Agreement.
5. Section 6(f) Analysis Documentation.
  - a. Consultant will research and document whether Section 4(f) resources are present. If yes, then Consultant will contact the Nebraska Game and Parks Commission to determine if Section 6(f) resources are present. If Section 6(f) resources are present, the Consultant will determine if a conversion will occur. If replacement land is needed, coordination with the jurisdictional agencies would be required, as well as additional Section 6(f) documentation. This additional Section 6(f) coordination and documentation as a result of a conversion would be considered out-of-scope and additional hours will be negotiated as a Supplement to this Agreement.
6. Floodplain Review.
  - a. Consultant will research and document whether the project is located within a Zone A floodplain.
  - b. If a floodplain encroachment will occur due to the project, the analysis and floodplain permitting would be considered out-of-scope and additional hours will be negotiated as a Supplement to this Agreement.
- ~~7. Water Quality Review~~
  - ~~a. Consultant will research and document whether impaired waters (303d-list) are located within the Environmental Study Area.~~
  - ~~b. If impacts to the impairment of the water resource will be affected by the project, Consultant will coordinate with NDEQ.~~
8. Threatened and Endangered Species (T&E) Review
  - a. Biological Evaluation (BE) Review Request Letter. Consultant will complete the BE Review Request Letter and submit it as a PDF to the State's LPA T&E PQS and NEPA Environmental PM. Consultant will revise it in response to State comments as needed. This letter will include the wetland delineation as an attachment. The NDOR T&E PQS Memo will be cited and summarized in the CE document, and included in the CE appendices.
  - b. Field Review. A field review may be needed and would be conducted by the Consultant's qualified biologist in conjunction with the wetland delineation site visit. If a wetland delineation is not required for the Project and a site visit for T&E Species is needed, a qualified biologist would perform a site visit and conduct the field review.

9. Hazardous Materials Review (HMR).

Hazardous Materials Review. Consultant will complete a HMR within the HMR Study Area (which encompasses the Environmental Study Area and is defined in the 2015 HMR Guidance manual) that are known to be, or may potentially be, contaminated with hazardous materials. Conditions that indicate an existing release, a past release, or a material threat of a release, of any hazardous substances or petroleum products into structures, on the property or into the soils, groundwater, or surface water should be evaluated and assessed for potential impacts on the Project, and discussed in the HMR technical report. The Consultant shall:

- 1) Conduct and review local, state and federal environmental database records, searching for regulated sites within the HMR Study Area;
- 2) Conduct an on-site visual site reconnaissance survey (after coordination with the NDOR Hazardous Materials PQS). If it is determined the project will be processed as a Level 1 CE, then this survey will not be required;
- 3) Complete the HMR Visual Reconnaissance Form and photo log;
- 4) If warranted and in consultation with the NDOR Hazardous Materials PQS, the scope of the HMR may include conducting additional analysis per the HMR guidance. Additional analysis may include (1) conducting a regulatory file review (NDEQ, SFM, etc.) (2) reviewing readily available historical record sources (aerial photographs, topographic maps, Sanborn Fire Insurance maps, etc.) and/or (3) conducting interviews with local agencies and regulators.
- 5) If a subsurface investigation is determined to be necessary, a Supplement to this Agreement would be required.
- 6) Prepare a written Hazardous Materials Review Report. The Report will be submitted by the Consultant to the State for inclusion in the Project file. The NDOR Hazardous Materials PQS will summarize the results of the Report into a PQS Memo, which will be sent to the Consultant for inclusion in the CE appendices. The findings and mitigation measures stated on the PQS Memo shall be summarized in of the CE document.
- 7) Quality Control. The Consultant shall perform thorough QC by a NDOR-defined Environmental Professional prior to any official HMR submittal to the State.

10. Noise Study and Report.

Consultant shall review the Noise Analysis and Abatement Policy to determine if a noise study is required (definition of a Type I project). The NDOR PQS will verify that a noise study is needed. When no noise analysis is required, the NDOR Noise PQS and/or NDOR NEPA Environmental PM will forward the Noise PQS memo to the Consultant. Consultant shall cite the date of the Noise PQS Memo in the appropriate block of the CE Form and attach it to the document.

When a noise study is required. Consultant shall follow the NDOR Noise Analysis and Abatement Policy and provide a Noise Study Report including, but not limited to the following:

- a. General information regarding the nature of noise and measurement of sound, 23 CFR Part 772 Standards, noise abatement criteria and noise prediction method used;
- b. Project Description;
- c. Table showing existing and future (20+ years from date of construction) traffic counts (Average Daily Traffic and Design Hourly Volume) as well as medium and heavy truck percentages, all to be used in conjunction with FHWA's Traffic Noise Model (TNM);
- d. Field noise measurements are required; Consultant shall prepare a table to include such items as location, distance from Project centerline, noise levels, and other appropriate information;
- e. Information about land use adjacent to Project;
- f. Table showing the following:
  - 1) receptor ID (home address or business name if possible);
  - 2) distance from Project centerline;
  - 3) modeled existing noise level (TNM results);

- 4) ~~predicted future no-build noise level (TNM results);~~
  - 5) predicted future build noise level (TNM results);
  - 6) Leq noise abatement criteria (66 or 71 dBA);
  - 7) Specify if build situation approaches or exceeds Leq criteria (if substantial noise increase > 15dBA) (yes or no).
- g. Analyze noise abatement for feasibility and reasonableness if necessary (determined by noise impacts).
  - h. Detour information (lane closures, how many will remain open).
  - i. Address construction noise.
  - j. Provide setback recommendations to local officials.
  - k. Consultant will provide conclusions - stating findings (how many impacted receptors in existing, ~~no-build~~ and build situations, noise abatement results).
  - l. List references.
  - m. Prepare diagram using aerials or topographic map identifying:
    - 1) Receivers adjacent to project;
    - 2) Areas for possible noise abatement;
    - 3) 66 and 71 dBA noise contour lines;
11. Wetland and Stream Delineation Services.

- a. ~~Site Visit. The Consultant shall visit the Project site to determine if waters of the United States (US), including wetlands, are present within the Project Delineation Limits as described below. The site visit will be conducted by a qualified wetland scientist and during the recognized growing season unless otherwise approved by the State Environmental Permits Unit (EPU) Project Manager. Delineation methods shall be in accordance with the 1987 US Army Corps of Engineers (USACE) Wetland Delineation Manual; appropriate USACE Regional Supplement (Midwest or Great Plains); and the "NDOR Procedure: Wetland and Water Resource Delineation and Water Conveyance Investigation" (January 2013 DRAFT).~~
- b. ~~Review Existing Resources/Databases. Consultant will review existing resources prior to field delineation (January 2013 DRAFT). For projects requiring new Right of Way (ROW) beyond existing, into agricultural land, the State shall be contacted for direction. In some cases, at State's direction, delineation of agricultural wetlands may be needed. The consultant shall follow the Natural Resources Conservation Service (NRCS) standard method for agricultural wetlands delineation.~~
- c. ~~Farm Service Agency (FSA) Wetland Review. In some cases, a review of FSA historic aerial photography with recorded wetland determinations may be required for permitting. This type of review is not included as part of this Scope of Services. If such a review is appropriate for the permitting of the wetland resources, additional scope and fee, appropriate to the length of the Project, shall be negotiated as a supplement to this Agreement.~~
- d. ~~Delineation Limits. For the purpose of scope and fee development, the Consultant shall assume along the project alignment, a Full Delineation shall be provided for the area 100 feet beyond the project LOCs or the project ROW, whichever is farthest from the centerline. A full delineation shall be performed for known construction access, staging, stockpiling, or waste disposal areas.~~

At bridge-sized culverts and bridges along the project alignment, a Full Delineation (including delineation of the Ordinary High Water Mark (OHWM) if present, and adjacent wetlands) shall be provided for the area 150 feet outside of the LOCs or ROW, whichever is farthest from the centerline.
- e. ~~Estimated Delineation Project Size. (See Table on pg. 1 for Project Size)~~
  - ~~Small Delineation—Can be accomplished with 1 day or less of field activities~~
  - ~~Medium Delineation—Can be accomplished with 1-3 days of field activities~~
  - ~~Large Delineation—Can be accomplished with up to 5 days of field activities~~

- f. Plot Boundaries. Consultant shall plot the data on aerial photographs. Data plotted on aerial photographs will include project environmental study area boundaries and project delineation limits, roadway alignment and stationing when available. Data will include wetland boundaries, wetland types, OHWM and location of data collection points, photographs, and wetland acres. Map scale must be drawn to a scale of 1-inch = 200-feet.
- g. Documentation of Findings. Consultant shall prepare documents according to State procedures (January 2013 DRAFT).
- h. Quality Control. **The Consultant shall perform thorough QC checks prior to any official submittal to State.** Reports and associated data sheets shall be scrutinized for accuracy and completeness. The consultant shall submit to State evidence that the wetlands documents have had a quality control review by a Qualified Wetland Scientist or Project Manager (as defined in the firm's current, approved NEPA Certification submittal - Category 101A), other than the document author. The submittal shall accompany both draft and final documents and may be in the form of a transmittal letter with the name, date and signature of the QC reviewer. Inadequate delineation reports and/or geospatial data will be returned to the Consultant for correction.
- i. Electronic Files and Transmittal Letter or Email. Consultant shall submit the delineation materials to State in electronic format as described in Section F. All geospatial data shall be post-processed to correct GPS data inaccuracies, compile all required information in the State geodatabase attribute tables, and checked for completeness, accuracy, and conformance to State data standards (see Section F). Geospatial data shall provide an accurate representation of field observations. If contract includes permitting services, Consultant shall submit the wetland delineation to the LPA design consultant to assess impacts of the road improvements on wetlands and other waters of the U.S. A Waterway Permit Data Sheet Form will then be completed by the LPA's design consultant and the design consultant or LPA, shall forward to Consultant for use in completing the Section 404 permit application. Files shall be accompanied by a transmittal letter or email.

~~12. Section 404 Nationwide Permitting Services~~

- ~~a. Pre-Application Meeting. Consultant shall discuss with the State the necessity of a pre-application meeting. If required, the Consultant shall arrange for, attend and conduct a pre-application meeting with the USACE, State, the LPA and their design consultant, and other interested resource agencies to discuss the wetland delineation and other issues relating to fill and disturbance impacts. Consultant shall prepare and distribute minutes. This activity would be considered in scope, however Consultant must obtain written approval from the LPA or State when acting on the LPA's behalf, to attend and conduct the meeting. **With LPA or State approval, Consultant will be able to use the estimated hours for the meeting attendance and documentation.**~~
- ~~b. 404 Nationwide Permit Application Package. Consultant shall prepare a 1st-Draft of the 404 Permit Application Package consisting of the 404 Permit Application and Wetland Delineation Report, and the Waterway Permit Data Sheet from the design consultant (this is needed for NDOR review of whether all culverts and other items are included). The package shall include a complete project description, documentation of impacts to all wetlands and waters of the US, and wetland and stream channel mitigation. Electronic files of the documents will be submitted to State for review and approval. The Consultant shall revise materials per State comments and resubmit a subsequent draft to State for review and approval.~~
- ~~c. Jurisdictional Determination (JD) from the USACE. In some cases, at State's direction, the Consultant shall request the USACE to make a Preliminary and/or Final JD decision. The JD request would consist of the Consultant's submittal of either a preliminary wetland determination or a final delineation, along with a cover letter requesting the JD. If the JD request would require additional supporting documentation beyond that specified above, at State's direction additional scope would be defined and a supplement to this Agreement would be negotiated.~~
- ~~d. Agency Coordination. Consultant shall correspond with the USACE, whether in writing or personal contact documented in a telephone memo or meeting notes. Consultants are expected to be available to provide additional information, answer questions, respond to public comments, and attend and conduct a meeting, if necessary. This activity would be considered in scope, however Consultant must obtain written approval from the LPA, or State on LPA's behalf, to attend and~~

~~conduct the meeting. With written approval from LPA, or State on LPA's behalf, Consultant will be able to use the hours for the meeting attendance and documentation. Any correspondence with the USACE, if necessary, shall be submitted to the State in draft form for approval from LPA, or State on LPA's behalf, at least 10 days before final submittal. If needed, Consultant shall coordinate with NDEQ and obtain a letter of 401 Water Quality Certification. If wetlands are non-jurisdictional, Consultant shall obtain a Letter of Opinion from NDEQ, stating compliance with the non-degradation clause of Title 117 Nebraska Surface Water Quality Standards.~~

- ~~e. Final Deliverables. Consultant shall prepare and submit to LPA, or State on LPA's behalf, the electronic files and hard copies of all materials. For the final package, the Consultant will submit one bound copy to LPA and electronic files to State on NDOR's ftp site. The Consultant shall submit a hard copy of the 404 permit application package to the USACE and NDEQ (when required) unless otherwise directed by LPA, or State on LPA's behalf.~~

~~13. Section 404 Individual Permit Application~~

- ~~a. Alternatives Analysis and Sequencing Demonstration. If required, all tasks specified above for Nationwide permits, also apply to Individual Permits with the following additional tasks: Consultant shall prepare an Alternatives Analysis and Sequencing Demonstration for inclusion with the Individual Permit Application. For LPA projects, this will involve incorporating materials provided by the LPA's design consultant. The Consultant will also handle coordination activities with the USACE and other regulatory and resource agencies, as needed.~~

~~14. Mitigation Plan~~

- ~~a. Mitigation Documentation. If required, the Consultant shall prepare materials for submittal of a conceptual mitigation plan and the associated 12 components of Mitigation documentation for submittal to the USACE. This will involve incorporating materials provided by the roadway or bridge design consultant into a single document to identify mitigation locations, types of wetlands to potentially develop, and buffer areas associated with the mitigation areas. If a Mitigation Plan is needed and not originally contracted, additional scope and fee shall be negotiated as a supplement to this Agreement.~~

15. Public Involvement Materials

- a. In accordance with the NDOR's 2015 "Nebraska Public Involvement Procedure", the Consultant shall prepare the legal notice, public notification, cover letter, handouts, and any other environmental materials for use in the Targeted Mailing (Project Information Packet) effort. A Public Involvement Plan will be submitted to the NDOR Public Involvement Coordinator for review and approval prior to further development of outreach materials. (The outreach materials will be created with assistance from the LPA, State and the LPA's design consultant.) Approved agency and LPA logos must be included on all project materials provided to the public.

Targeted Outreach Mailing.

- 1) Distribution List. Consultant shall compile names and mailing addresses for local officials, city, county, and state agencies, district representatives, community organizations (schools, hospitals, libraries, railroads, and other interested groups [e.g. chamber of commerce, neighborhood associations]). The list will also include residents and businesses located directly adjacent to the project location and any designated detour routes. Consultant shall coordinate with the County Assessor, online GIS map servers, or NDOR to obtain this information. Consultant will develop a mailing list for public distribution, which will be reviewed and approved by NDOR's Public Involvement Office.
- 2) Official Legal Notice. Consultant shall draft a legal notice that will be published in the legal section of a Nebraska Press Association (NPA) recognized newspaper having general circulation within proximity to the project area. The legal notice will include a project description, purpose and need, brief summary of project scope of work, acquisition of property rights, whether or not wetland impacts are anticipated, estimated construction schedule, instructions for obtaining additional information, project point of contact information, accommodation of information and/or materials for protected populations, any additional public involvement opportunities and the



specified comment period. If applicable, the notices will include detour information, potential Section 4(f) impacts, or adverse effect to Section 106 resources. The legal notice must be published twice; once 30 days prior to anticipated comment period deadline (the legal notice will start the comment period) and again 15 days prior to end of comment period deadline.

- 3) Preparation of the Project Information Packet. Consultant will prepare the project information packet which includes a cover letter, fact sheet, map(s), and blank public comment sheet. The fact sheet should include project location, purpose and need, scope of work, traffic volumes, construction schedule, accommodation of traffic (detour if needed), right-of-way or easements needed, potential impacts, estimated cost, as well as any other applicable information from 11.a.2. Consultant shall physically print and mail the project information packets using the distribution list developed in Task 11.a.i, only after approval by NDOR's Public Involvement Office. Materials will be sent to the LPA and State for review/comment. The Consultant will physically print and mail the cover letter, fact sheet, map(s), and blank public comment sheet only after approval by NDOR's Public Involvement Office.
  - 4) Comments received from the public during the specified public involvement comment period (30 calendar days) will be directed to the consultant who shall draft responses for LPA and State review and approval.
  - 5) Public Involvement Report. Consultant shall compose a Summary Memo/Report to document public outreach performed in association with the Project. Comments received and any responses will be included in the Summary Report. These items would be attached to the CE document.
    - b. Additional hours will be negotiated with the Consultant, by supplement to this Agreement, for preparation of additional public involvement materials required to support increased levels of Public Involvement.
16. Green Sheet
- a. Consultant shall prepare the Green Sheet for the Project, which details all applicable environmental project commitments and conditions.
17. Project Management
- a. 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, prepare project correspondence with the LPA or State on LPA's behalf; and maintain project records. Monthly Progress Reports shall be prepared and submitted according to the schedule provided by LPA, which may or may not coincide with Consultant's invoicing schedule.
  - b. This task includes preparing a detailed project schedule documenting project milestones and critical paths. The schedule will be updated and submitted to LPA, NDOR, and FHWA on a quarterly basis.
18. Travel Time
- a. Site Visits. Consultant will (as needed) conduct up to 2 site visits for such things as, but not limited to the HMR, wetlands and stream review, and/or threatened and endangered species review. The visits should be combined when possible, for efficiency. If the NEPA document is a Level 1 CE, then no site visit will occur.

**E. DELIVERABLES (IDENTIFIED IN "SCOPE ITEMS TABLE" AND "CONSULTANT SHALL PROVIDE (SECTION D") ABOVE:**

Final Deliverables. Consultant will prepare final deliverables and submit to LPA the electronic files and hard copies of all materials.

**(Send all Deliverables to the LPA and State when acting on LPA's behalf, for review prior to submittal to the State and FHWA.**

1. Monthly Invoices with Progress Reports per LPA's scheduled delivery dates
2. Meeting Minutes (if meetings are held)
3. The Appropriate Level of CE Document (Level 1,2,3) and supporting attachments and file data

4. NRCS Form CPA-106 for Corridor Type Projects, if needed
5. Hazardous Materials Review (HMR) report, if needed
6. Section 4(f) Initial Assessment Form and exception/deminimus documentation (if required)
7. Section 6(f) Documentation
8. Wetland and Stream Delineation Report - For Full Delineation, USACE Wetland Determination Data Sheets (Midwest or Great Plains Regional Supplements) and Wetland Delineation Report including Plot(s) showing Wetland Boundaries, Wetland Types, OHWM, Waters of US and Location of Data Collection Points and Photos, and associated geospatial data (See section F data transfer below)
9. 404 Permit Application (Nationwide or Individual) - 404 Permit Application Package consisting of 404 Permit Application, Water Way Permit Data Sheet, and Wetland Delineation Report. For Individual Permits, includes Alternatives Analysis and Sequencing Demonstration (Hard Copy and Electronic Files)
10. Mitigation Plan (if required)
11. Section 404 Authorization Letter, and if required, NDEQ 401 Water Quality Certification or Letter of Opinion regarding compliance with Title 117
12. A current Jurisdictional Determination from the USACE (if required)
13. Threatened and Endangered Species BE Review Request Letter
14. Public Involvement Plan
15. Official Legal Notice
16. Project Information Packet
17. Public Involvement Report (which will include a summary of the outreach performed [tools used, information about the distribution list, legal notice publication dates, specified comment period date, etc.], a table of summarized comment/responses, and attachments that consist of what the public received in their project information packet, the comments received, and the final signed responses to the comments. The public involvement report/summary memo and attachments shall be attached to the CE. [Additional deliverables shall be inserted for various levels of public outreach.]
18. Quality Control documentation
19. Green Sheet.
20. PDF copies of all materials and final electronic files (i.e. geodatabases for wetland delineations) as stated above. All supporting information shall be submitted to the State for their Project File.

F. DATA TRANSFER

1. It shall be the Consultant's responsibility to obtain the necessary software to translate to and from the specified format for all electronic files supplied by the LPA or State and for all electronic files prepared by the Consultant and supplied to the LPA or State.
2. For wetland delineations - plot(s) showing wetland boundaries, environmental study area boundaries, wetland types, acres, waters of US and location of data collection points and photo points, will be submitted in GIS Geodatabase (.mdb or .gdb). Coordinate system projections for all submittals shall be: NAD 1983 State Plane Nebraska FIPS 2600 (Feet). The submittal will include a completed attribute table with relevant information, such as wetland name and type, for each feature, as described in State's (2013) procedure.
3. Electronic files should be submitted with each submittal.

**G. SCHEDULE**

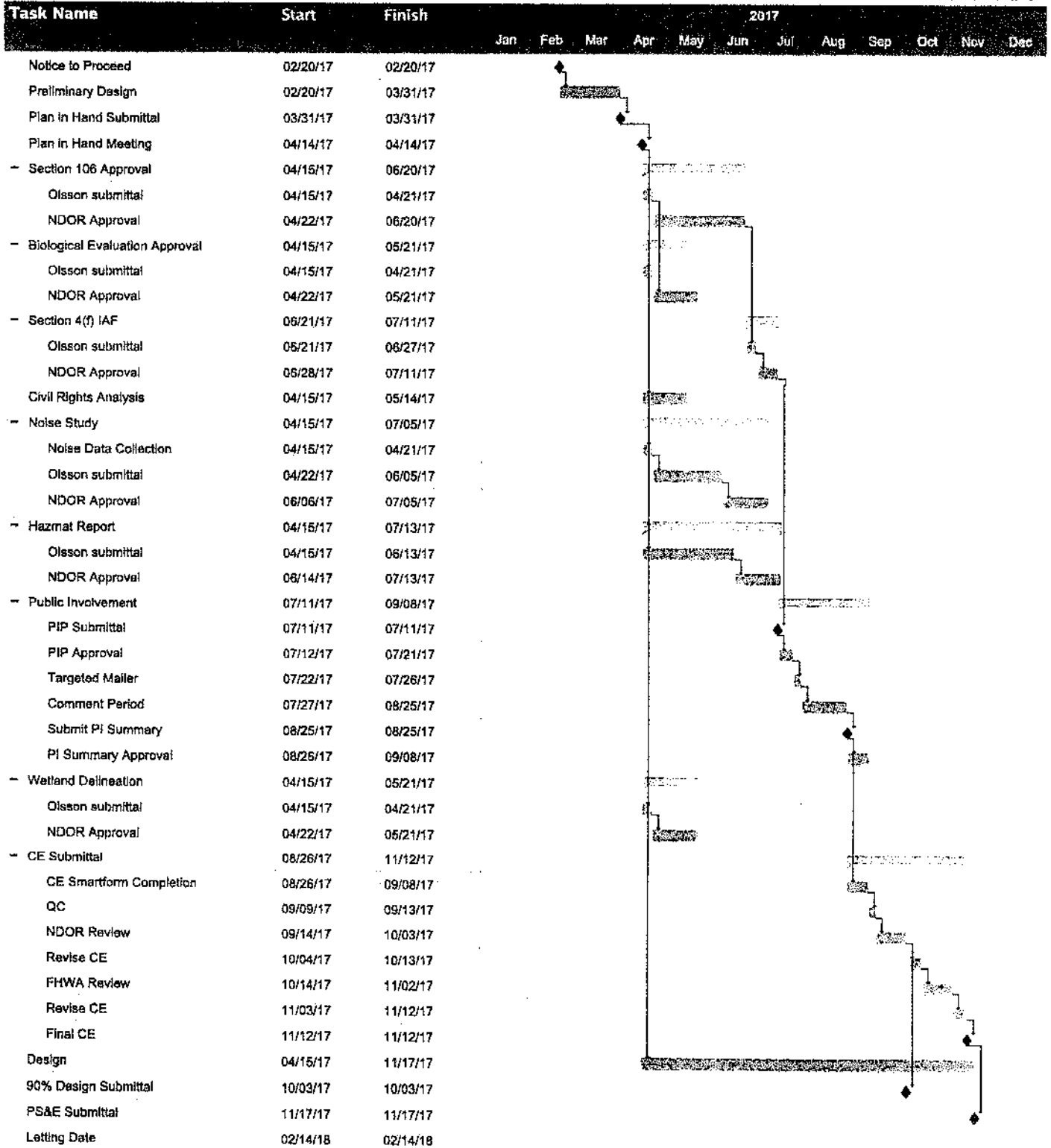
The Consultant shall provide a schedule of activities and deliverables upon award:

1. Notice to Proceed:
2. Contract End Date:

SHPO Review Request Letter and Section 401 Initial Assessment Form Submission Due Date Goal	HMR Report Submission Due Date Goal	DIS Request Letter & Working Deliberation Report Due Date Goal	NEPA Draft Document and 404 Permit Application Due Date Goal to NDOR

# Stolley Park Road - Grand Island

Project HSIP-5402(5) CN 42812



Exported on February 3, 2017 7:30:36 AM CST

# Staffing Plan

# Environmental Services

**Project Name:** Stolley Park Road  
**Consultant:** Olsson Associates  
**Consultant PM:** Brian Osborn  
**LPA RC:** Tim Golka  
**NDOR PC:** Taylor Eman  
**Date:** March 1, 2017

**Project Number:** HSIP-5402(5)  
**Control Number:** 42812



#	Code	Classification	#	Code	Classification
1	PM	Project Manager	6	ADM	Administrative
2	SENV	Sr. Environmental Scientist	7	UD1	User Defined 1
3	ENV	Environmental Scientist	8	UD2	User Defined 2
4	ENG	Engineer			
5	DES	Designer/Technician			

<b>Overhead Rate <sup>[1]</sup></b>
176.96%
<b>Fee for Profit Rate <sup>[2]</sup></b>
13.05%
<b>FCCM (if applicable)</b>
%

## BLENDED RATES TABLE

Template: T-WB-V1b Consult CAT EX LPA projects (rev 2-01-16)

Employee Name	Job Title & Certifications	Hourly Salary Rate	% Assigned
<b>Project Manager</b>			
Brian Osborn	Team Leader, CHMM	\$50.88	100%
		<b>Blended Rate:</b>	
<b>Sr. Environmental Scientist</b>			
Joan Darling	Industry Expert, PhD	\$61.56	40%
Jason Byler	Technical Leader, PE	\$44.57	30%
Bill Imig	Senior Scientist	\$45.07	5%
Liesel Polwort	Technical Leader, PE	\$44.74	25%
		<b>Blended Rate:</b>	<b>\$49.18</b>
<b>Environmental Scientist</b>			
Amy Cherko	Project Scientist	\$28.48	75%
Madison Leonard	Associate Scientist	\$23.82	15%
Caleb Pharris	Associate Scientist	\$23.49	10%
		<b>Blended Rate:</b>	<b>\$27.28</b>
<b>Engineer</b>			
		<b>Blended Rate:</b>	
<b>Designer/Technician</b>			
Ryan Doty	Design Associate	\$25.75	100%
		<b>Blended Rate:</b>	<b>\$25.75</b>
<b>Administrative</b>			
		<b>Blended Rate:</b>	

# Consultant's Estimate of Hours

# Environmental Services

**Project Name:** Stolley Park Road  
**Consultant:** Olsson Associates  
**Consultant PM:** Brian Osborn  
**LPA RC:** Tim Golka  
**NDOR PC:** Taylor Eman  
**Date:** March 1, 2017

**Project Number:** HSIP-5402(5)  
**Control Number:** 42812  
**NDOR NEPA Proj Mgr:** Ryan Walkowiak  
**Wetlands Project Mgr:** Mary Schroer

### SCOPE DETAILS

Distance to Project Site: 98 miles  
 Estimated Travel Time to Site: 1.5 hours (1 way)  
 Project Management Percentage: 10%  
 Non-standard Scope Items: \_\_\_\_\_

SOS Sec		PERSONNEL CLASSIFICATIONS						Total
		PM	SENV	ENV	ENG	DES	ADM	
1	Categorical Exclusion		16	36		8		60
2	Farmland							
3	Section 106 SHPO/THPO		2	2		1		5
4	Section 4(f) De Minimis or exception		10	18		2		30
5	Section 6(f) Analysis		2	2				4
	Floodplain Review		1	1				2
9	Water Quality Review							
6	T&E Review		4	5		1		10
7	Hazardous Materials Review		50			6		56
10	Noise Study and Report		100	10		10		120
11	Wetland and Stream Delineation Services		6	20		15		41
	Small Del. (< 1 day of field activities)		5	20		15		40
	Medium Del. (1-3 days of field activities)							
	Large Del. (> 3 days of field activities)							
12	Section 404 Nationwide Permitting Services							
13	Section 404 Individual Permitting Application							
14	Mitigation Plan							
15	Preparation of Public Involvement Materials	6	30	40		4		80
16	Prepare Green Sheet		8	14		2		24
17	Project Management	55						55
18	Travel Time		6	6				12
<b>Total Days</b>		<b>7.625</b>	<b>29.38</b>	<b>19.25</b>		<b>6</b>		<b>62</b>
<b>Total Hours</b>		<b>61</b>	<b>235</b>	<b>154</b>		<b>48</b>		<b>499</b>

Subtotal Cat Ex	99
Subtotal Technical Documents	186
Subtotal Wetlands	41

**Direct Expenses**

**Environmental Services**

Project Name: Stolley Park Road  
 Consultant: Olsson Associates  
 Consultant PM: Brian Osborn  
 LPA RC: Tim Golka  
 NDOR PC: Taylor Eman  
 Date: March 1, 2017

Project Number: HSIP-5402(5)  
 Control Number: 42812

Subconsultants:			Amount
<b>Subtotal</b>			
Printing and Reproduction:	Qty	Unit Cost	Amount
<b>Subtotal</b>			
Mileage/Travel:	Qty	Unit Cost	Amount
Rental Car - Daily	2	\$75.00	\$150.00
Fuel - Daily	2	\$25.00	\$50.00
<b>Subtotal</b>			\$200.00
Lodging/Meals:	Qty	Unit Cost	Amount
<b>Subtotal</b>			
Other Miscellaneous Costs:	Qty	Unit Cost	Amount
Misc.	1	\$125.00	\$125.00
<b>Subtotal</b>			\$125.00
<b>TOTAL DIRECT EXPENSES</b>			<b>\$325.00</b>

# Project Cost & Breakdown

# Environmental Services

Project Name: Stolley Park Road  
 Consultant: Olsson Associates  
 Consultant PM: Brian Osborn  
 NDOR PC: Taylor Eman  
 Date: March 1, 2017

Project Number: HSIP-5402(5)  
 Control Number: 42812

DIRECT LABOR COSTS			
Classification	Hours	Rate	Amount
Project Manager	61	\$50.88	\$3,103.68
Sr. Environmental Scientist	235	\$49.18	\$11,557.30
Environmental Scientist	154	\$27.28	\$4,201.12
Engineer			
Designer/Technician	48	\$25.75	\$1,236.00
Administrative			
	<b>498</b>	<b>Subtotal</b>	<b>\$20,098.10</b>

DIRECT EXPENSES		Amount
Subconsultants:		
Printing And Reproduction:		
Mileage/Travel:		\$200.00
Lodging/Meals:		
Other Miscellaneous Costs:		\$125.00
	<b>Subtotal</b>	<b>\$325.00</b>

TOTAL PROJECT COSTS		Amount
Direct Labor Costs		\$20,098.10
Overhead @ 176.96%		\$35,565.60
Total Labor Costs		\$55,663.70
Fee for Profit Rate @ 13.05%		\$7,264.11
Facility Capital Cost of Money (FCCM) @	(direct labor cost x FCCM%)	
Direct Expenses		\$325.00
	<b>TOTAL COST</b>	<b>\$63,252.81</b>



**1. PAYMENT METHOD**

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

**2. TOTAL AGREEMENT AMOUNT**

For completion of the services as outlined in this Agreement, Consultant will be paid up to the following amounts:

\$ 55,988.70 for actual services performed and direct expenses.

\$ 7,264.11 for a fixed fee for profit

\$ 63,252.81 total agreement amount. Consultant's total compensation shall not exceed this maximum amount without prior written approval of State.

**3. FIXED FEE FOR PROFIT**

The fixed fee for profit is computed upon the negotiated direct labor and overhead costs. The fixed fee for profit is not allowable upon direct non-labor costs. For each invoicing period, the fixed fee for profit is calculated by multiplying the sum of the actual direct labor and overhead costs invoiced by the negotiated fee for profit rate of 13.05%. Upon completion of the services outlined in this Agreement, the Consultant may invoice the State any remaining fixed fee for profit not previously invoiced, up to the maximum fixed fee for profit of \$7,264.11. The total fixed fee for profit eligible to be paid to consultant does not vary with actual costs, but may be increased or decreased as a result of scope changes in the agreement. If all of the services under this agreement are not completed for any reason, the fixed fee for profit may be adjusted based on the State's determination of the actual percentage of services completed.

**4. ALLOWABLE COSTS**

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

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

- 1) Hourly Rates: For hourly employees, the hourly earnings rate shall be the employee's straight time hourly rate for the pay period in which the work was performed. If overtime hours are worked on this project, the premium pay portion of those hours is not allowable as a direct labor cost. For salaried employees, the hourly earnings rate shall be their actual hourly rate as recorded in the Consultant's accounting books of record.
- 2) Time reports: The hours charged to the project must be supported by adequate time distribution records that clearly indicate the distribution of hours to all projects/activities on a daily basis for the entire pay period. Time reports must provide a clear identifying link to the projects: such as project description, project number, pertinent work phase, dates of service, and the individual's name and position. There must be an adequate system of internal controls in place to ensure that time charges are correct and have the appropriate supervisory approval.

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

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

- 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. Subconsultant costs (labor and direct non-labor costs) must have the same level of documentation as required for Consultant.
- 3) The following direct non-labor costs will be reimbursed at actual costs, not to exceed the rates as shown below.
  - a) **TRANSPORTATION** – Automobile rentals, air fares, and taxi/shuttle transportation will be actual reasonable cost and if discounts are applicable, the Consultant shall give LPA the benefit of all discounts. Receipts must be submitted with invoices.
  - b) **MILEAGE** – The reimbursement for mileage associated with the use of company owned vehicles will be the prevailing standard rate as established by the Internal Revenue Service (IRS) through its Revenue Procedures. Reimbursement for mileage associated with the use of a privately owned vehicle (POV), is limited to the lesser of:
    - (i) The mileage rate that the Consultant reimbursed to the person who submitted the claim for POV use, or
    - (ii) The prevailing standard rate as established by the IRS.
  - c) **LODGING** – The reimbursement for lodging rates will be limited to the prevailing standard rate as indicated on the U.S. General Services Administration's (GSA) website at <http://www.gsa.gov/portal/category/100120>. Consultant shall give LPA the benefit of all lodging discounts. Receipts must be submitted with invoices.
  - d) **MEALS** – The reimbursement for meals will be limited to the prevailing standard rate as indicated on the GSA website noted above. Expenses for alcoholic beverages are not allowed. Consultant shall give LPA the benefit of all meal discounts.
    - (i) For Consultant and its employees to be eligible for the meal allowance, the following criteria must be met.

Breakfast:

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

- Employee is on overnight travel.

Lunch:

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

Dinner:

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

- (ii) Meals are not eligible for reimbursement if the employee eats within 20 miles of the headquarters town of the employee.
- (iii) Meal receipts must itemize all food and drink purchased. A credit card receipt alone is not sufficient documentation.
- (iv) Reimbursement for meal gratuities/tips will be whatever is usual, or customary, but will not exceed 20 percent.

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

**5. INVOICES AND PROGRESS REPORTS**

- A. Documents submitted to State, including invoices, supporting documentation, and other information are subject to disclosure by State under the Nebraska Public Records Act found at Neb.Rev.Stat. § 84-712 et.seq. Accordingly, Consultant shall redact or not submit to State information that is confidential, including, but not limited to, financial information such as social security numbers, tax ID numbers, or bank account numbers. Consultant understands that State does not have sufficient resources to review and redact confidential information submitted by Consultant. If such confidential information is submitted, Consultant shall have no right of action of any kind against State for the disclosure of such information.
- B. Consultant shall promptly submit invoices to LPA, no more frequently than monthly. Invoices must present actual direct labor, Subconsultant costs and other direct non-labor costs, and actual overhead, as well as the Fee for Profit based upon the actual direct labor and overhead costs billed for that period. State law may prohibit the payment of an invoice that includes charges for services rendered more than two (2) years prior to State's receipt of the invoice.
- C. Content of Invoice Package
- 1) Consultant's Invoice:
- i. The first page of an invoice must have an invoice number, invoice date, and an invoicing period (beginning date and ending date of services).

- ii. The invoice or accompanying supporting documentation must identify each employee by name and classification, the hours worked, and the actual labor cost for each employee.
  - iii. Direct non-labor expenses:
    1. Direct non-labor expenses, other than travel-related expenses, must be itemized and provide a complete description of each item billed with supporting receipts or invoices.
    2. Travel-related expenses must be summarized and submitted on DR Form 163 (see below). Supporting receipts, except meal receipts, must be submitted with DR Form 163 when invoicing for these expenses. All supporting receipts, including meal receipts, must be kept as required in Section 16. CONSULTANT COST RECORD RETENTION. State or LPA may request submittal of meal receipts for auditing purposes during invoicing.
  - iv. Subconsultant Services: Consultant shall require subconsultants to provide the same supporting documentation, invoices, and receipts as Consultant is required to retain and submit.
- 2) Cost Breakdown Form: Each invoice package must include a completed "Cost Breakdown Form" (DR Form 162). This form is available on the Department of Roads' website at <http://www.transportation.nebraska.gov/rfp/>.
  - 3) Travel Log: If invoice contains any travel-related expenses, a completed "Invoice Travel Log" (DR Form 163) must be submitted with the invoice package. This form available on the Department of Roads' website at <http://www.transportation.nebraska.gov/rfp/>. Upon approval by State, Consultant may use a substitute Invoice Travel Log provided it documents substantially the same information as DR Form 163. The Travel Log must document the employee name, locations traveled, date/time of departure to the project, date/time of return to the headquarters town, and expenses for transportation, meals, and lodging.
  - 4) Progress Report: A Progress Report must accompany the invoice package and document Consultant's work during the service period. If an invoice is not submitted monthly, a Progress Report must be submitted at least quarterly, either with an invoice or, if Consultant does not submit an invoice, via email to LPA and State's Project Coordinator. Progress Report must include, but is not limited to, the following:
    - i. A description of the Services completed for the service period to substantiate the invoiced amount.
    - ii. A description of the Services anticipated for the next service period
    - iii. Listing of information Consultant determines is needed from LPA
    - iv. Percent of Services completed to date
- D. All invoice packages (invoice, progress report, required DR Forms, supporting material) must be submitted electronically through State's invoice workflow system OnBase, for review, approval, and payment. The user guide for the OnBase system along with training videos can be found at <http://www.transportation.nebraska.gov/mat-n-tests/onbase/obinfo.html>.

**6. PROGRESS PAYMENTS**

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

**7. PROMPT PAYMENT CLAUSE**

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

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

**8. SUSPENSION OF PAYMENTS**

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

**9. FINAL INVOICE AND PAYMENT**

Upon completion of the Services under this Agreement, Consultant shall submit their final invoice. Consultant shall review the overhead costs billed to-date to determine if the overhead rates used on the progress billings match the actual allowable rate applicable to the time period that the labor was incurred. If cost adjustments are necessary, it should be reflected on the final invoice. If a particular year's actual overhead has not yet been computed or approved by State, the most recent year's accepted rate should be applied. Upon receipt of final invoice and determination by LPA and State that the invoice and Progress Report adequately substantiate the Services provided and the Services were completed in accordance with this Agreement, State, on LPA's behalf, will pay Consultant. The acceptance by Consultant of the final payment will constitute and operate as a release

to LPA and State for all claims and liability to Consultant, its representatives, and assigns, for any and all things done, furnished, or relating to the Services rendered by or in connection with this Agreement or any part thereof.

**10. AGREEMENT CLOSE-OUT**

Upon submitting its final invoice, the Consultant must complete and submit to the LPA a Notification of Completion Form (DR Form 39). The form is available on the Department of Roads' website at <http://www.transportation.nebraska.gov/rfp/> and must be submitted electronically in accordance with the instructions on the form.

**11. INELIGIBLE COSTS**

LPA is not responsible for costs incurred prior to the Notice to Proceed date or after the completion deadline date set out in SECTION 6. NOTICE TO PROCEED AND COMPLETION SCHEDULE of this Agreement or as approved in writing by LPA.

**12. FEDERAL COST PRINCIPLES**

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

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

Consultant shall require any Subconsultant to notify Consultant if at any time the Subconsultant determines that its costs will exceed its negotiated fee estimate (over-run). Consultant shall not allow any Subconsultant costs to over-run without prior written approval of the LPA. Consultant understands that the amount of any Subconsultant cost under-run will be subtracted from the total compensation to be paid to Consultant under this Agreement, unless prior written approval is obtained from LPA and, when applicable, Federal Highway Administration (FHWA).

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

LPA may request that Consultant provide services that, in the opinion of Consultant, are in addition to or different from those set out in the Scope of Services. When LPA 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 before proceeding with the out-of-scope services. Before written approval will be given by LPA, LPA must determine that the situation meets the following criteria:

- A. The out-of-scope services are not within the original Scope of Services and additional work effort is required;
- B. The out-of-scope services are within the basic scope of services under which Consultant was selected and Agreement entered into; and
- C. 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 LPA 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) – DR Form 251 shall be used to describe and provide necessary justification for the additional scope of services, effort, the deliverables, modification of schedule, and to document the cost of additional services.

The CWO form is available on the Department of Roads' website at <http://www.transportation.nebraska.gov/rfp/>. The CWO must be executed to provide authorization for the additional work and to specify when that work may begin. The agreement will be supplemented after one or more CWOs have been authorized and approved for funding.

**15. TERMINATION COST ADJUSTMENT**

If the Agreement is terminated prior to project completion, 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.

**16. AUDIT AND FINAL COST ADJUSTMENT**

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

**17. CONSULTANT COST RECORD RETENTION**

Consultant shall maintain all books, documents, papers, detailed receipts, accounting records, and other evidence pertaining to costs incurred and shall make such material available for examination at its office at all reasonable times during the agreement period and for three (3) years from the date of final cost settlement by FHWA and project closeout

by the State. Such materials must be available for inspection by the State, FHWA, or any authorized representative of the federal government, and when requested, Consultant shall furnish copies.