

**LPA – CONSULTANT
PROFESSIONAL SERVICES AGREEMENT**

CITY OF GRAND ISLAND
RDG PLANNING AND DESIGN
PROJECT NO. PL-1(54)
CONTROL NO. 00956A
GIAMPO BICYCLE AND PEDESTRIAN MASTER PLAN

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

WITNESSETH

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

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

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

WHEREAS, the LPA and Consultant intend that the services under this agreement be completed in accordance with the applicable 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, the Consultants primary contact person for LPA will be the LPA's representative, who has been designated as being in responsible charge of the project, and who is referred to herein as RC or Responsible Charge, and

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

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

SECTION 1. DEFINITIONS

WHEREVER in this agreement the following terms are used, they will have the following meaning:

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

"CONSULTANT" means the firm of RDG Planning and Design and any employees thereof, whose business and mailing address is 900 Farnam Street, Suite 100, Omaha, Nebraska, 68102, and

"SUBCONSULTANT/SUBCONTRACTOR" means the firm of Alta Planning + Design , and any employees thereof, whose business and mailing address is 711 SE Grand Ave, Portland, OR, 97214, and

"SUBCONSULTANT/SUBCONTRACTOR" means the firm of Olsson Associates, and any employees thereof, whose business and mailing address is 601 P Street, Lincoln, Nebraska , and

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

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

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

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

"DOT" means the United States Department of Transportation, Washington, D.C. 20590, acting through its authorized representatives, and

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

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

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

SECTION 2. THIS SECTION HAS INTENTIONALLY BEEN LEFT BLANK

SECTION 3. THIS SECTION HAS INTENTIONALLY BEEN LEFT BLANK

SECTION 4. TERM OF THE AGREEMENT

This agreement becomes effective upon proper execution and will end upon: (1) the waiver of an audit review or (2) the final completion of an audit review by the State or its authorized representative, and the resolution of all issues identified in the audit report.

SECTION 5. SCOPE OF SERVICES

LPA and Consultant understand that the Services provided by Consultant must be completed in accordance with all federal-aid reimbursement requirements and conditions. The Consultant agrees to provide preliminary engineering for project PL-1(54), 00956A, in Hall County, Nebraska as set out in Exhibit "A," entitled Scope of Services and Fee Proposal, which are attached and hereby made a part of this agreement.

Exhibit "A" is the result of the following process:

- LPA provided Consultant with a document describing the detailed proposed Scope of Services for this project
- Consultant made necessary and appropriate proposed additions, deletions, and revisions to LPA's detailed Scope of Services document
- LPA and Consultant together reviewed the proposed Scope of Services, the proposed revisions and negotiated the final detailed Scope of Services and Fee Proposal document, which is attached as Exhibit "A".

The LPA has the absolute right to add or subtract from the scope of services at any time and such action on its part will in no event be deemed a breach of this agreement. The addition or subtraction will become effective seven days after mailing written notice of such addition or subtraction.

SECTION 6. STAFFING PLAN (For PE Services)

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

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

SECTION 7. 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:

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

SECTION B. NOTICE TO PROCEED AND COMPLETION DATE (PE)

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

The Consultant shall complete all the services according to the schedule in attached Exhibit "A" and shall complete all services required under this agreement in a satisfactory manner by December 31, 2017.

Any costs incurred by Consultant after the completion date are not eligible for reimbursement unless the Consultant has received a written extension of time from LPA.

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

SECTION 9. FEES AND PAYMENTS

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

For performance of the services as described in this agreement, the Consultant will be paid a fixed-fee-for-profit of \$5,885.42 and up to a maximum amount of \$73,933.86 for actual costs in accordance with Exhibit "A". The total agreement amount is \$79,819.28.

SECTION 10. PROFESSIONAL PERFORMANCE (LPA PE)

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

SECTION 11. SUSPENSION, ABANDONMENT OR TERMINATION (2/8/12)

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

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

by the Consultant prior to abandonment or termination compared to the total amount of work contemplated by this agreement.

SECTION 12. OWNERSHIP OF DOCUMENTS (11/17/11)

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

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

Further, Consultants' time sheets and payroll documents shall be kept in Consultants' files for at least three years from the completion of final cost settlement by FHWA and project closeout by the State.

SECTION 13. 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 LPA'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 LPA's, 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 an LPA federal-aid transportation project.

SECTION 14. USE AND/OR RELEASE OF PRIVILEGED OR CONFIDENTIAL INFORMATION

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

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

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

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

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

SECTION 15. FORBIDDING USE OF OUTSIDE AGENTS

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

SECTION 16. 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.

SECTION 17. DISPUTES

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

SECTION 18. RESPONSIBILITY FOR CLAIMS AND LIABILITY INSURANCE (PE) (1-24-12)

The Consultant agrees to save harmless the LPA 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, Consultant will make various decisions and judgments and Consultant will determine what actions are required by Consultant and by others to properly complete the work. Nothing in this Agreement shall be interpreted to relieve Consultant from any liability it would otherwise have to LPA in carrying out the work under this agreement.

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

SECTION 19. COORDINATING PROFESSIONAL AND PROFESSIONAL REGISTRATION

19.1 Coordinating Professional: As required by Neb.Rev.Stat. § 81-3437, if LPA's project involves more than one licensed professional engineer, the LPA shall designate a Coordinating Professional for this project. The Coordinating Professional shall apply his or her seal and signature and the date to the cover sheet of all documents and denote the seal as that of the Coordinating Professional. The Coordinating Professional shall verify that all design disciplines involved in the project are working in coordination with one another, and that any changes made to the design are approved by the corresponding discipline. "Coordinating Professional" shall have the meaning set out in § 81-3408 of the Nebraska Engineers and Architects Regulation Act (Neb.Rev.Stat. § 81-3401 et. seq.). The Coordinating Professional shall also comply with the provisions of the Act, including Neb.Rev.Stat. § 81-3437(3)(g), and the implementing Rules and Regulations, Title 110, NAC section 6.3, and when applicable, shall complete the duties of design coordination set out in Neb.Rev.Stat. § 81-3421. The Consultant shall, and require its subconsultants to cooperate with the designated Coordinating Professional.

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

19.2 Professional Registration: To the extent the work requires engineering services, the Consultant shall affix the seal of a registered professional engineer or architect licensed to practice in the State of Nebraska, on all plans, documents, and specifications prepared under this agreement as required by the Nebraska Engineers and Architects Regulations Act, Neb.Rev.Stat §81-3401 et. seq.

SECTION 20. SUCCESSORS AND ASSIGNS

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

SECTION 21. DRUG-FREE WORKPLACE POLICY

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

SECTION 22. FAIR EMPLOYMENT PRACTICES ACT

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

SECTION 23. DISABILITIES ACT

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

SECTION 24. DISADVANTAGED BUSINESS ENTERPRISES

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

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

SECTION 25. NONDISCRIMINATION (LPA)

- 25.1 Compliance with Regulations:** During the performance of this agreement, the Consultant, for itself and its assignees and successors in interest, agrees to comply with the regulations of the DOT relative to nondiscrimination in federally-assisted programs of the DOT (49 CFR 21 and 27, hereinafter referred to as the Regulations), which are hereby made a part of and included in this agreement by reference.
- 25.2 Nondiscrimination:** The Consultant, with regard to the work performed by it after award and prior to completion of this agreement, shall not discriminate on the basis of race, color, sex, or national origin in the selection and retention of Subconsultants, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5, including employment practices when the agreement covers a program set forth in Appendixes A, B, and C of 49 CFR 21.
- 25.3. Solicitations for Subagreements, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subagreement, including procurements of materials or equipment, each potential Subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this agreement and the Regulations relative to nondiscrimination on the basis of race, color, sex, or national origin.
- 25.4 Information and Reports:** The Consultant shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the LPA, State or FHWA to be pertinent to ascertain

compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall certify to the LPA, State or FHWA, as appropriate, and set forth what efforts it has made to obtain the information.

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

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

SECTION 26. SUBLETTING, ASSIGNMENT, OR TRANSFER

The Subconsultant/Subcontractor will provide additional design work. .

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

The Consultant shall enter into an agreement with its Subconsultants/Subcontractors for work covered under this agreement. All Subconsultant/Subcontractor agreements for work covered under this agreement, in excess of \$10,000, must contain identical or substantially similar provisions to those in this agreement. No right-of-action against the LPA will accrue to any Subconsultant/Subcontractor by reason of this agreement.

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

SECTION 27. CONSULTANT CERTIFICATIONS

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

27.1 Neb.Rev.Stat. § 81-1715(1). I certify compliance with the provisions of Section 81-1715 and, to the extent that this contract is a lump sum, actual cost-maximum-not-to-exceed, or actual cost-plus-a-fixed fee professional service contract, I hereby certify that wage

rates and other factual unit costs supporting the fees in this agreement are accurate, complete, and current as of the date of this agreement. I agree that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the LPA determines the contract price had been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

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

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

25.3 Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions. Paragraph a. below contains 10 instructions that consultant agrees to follow in making the certifications contained in paragraph b. below.

a. Instructions for Certification

1. By signing this agreement, the Consultant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this project. The Consultant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the LPA's determination whether to enter into this agreement. However, failure of the Consultant to furnish a certification or an explanation will disqualify the Consultant from participation in this agreement.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the LPA determined to enter into this agreement. If it is later determined that the Consultant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the LPA may terminate this agreement for cause or default.
4. The Consultant shall provide immediate written notice to the LPA if at any time the Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.
 6. The Consultant agrees that should the proposed covered transaction be entered into, it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the LPA before entering into this agreement.
 7. The Consultant further agrees to include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the LPA without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 8. The Consultant in a covered transaction may rely upon a certification of a prospective Subconsultant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Consultant may decide the method and frequency by which it determines the eligibility of its principals.
 9. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 10. Except for transactions authorized under paragraph f of these instructions, if the Consultant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the LPA may terminate this agreement for cause or default.
- b. Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions**
1. By signing this agreement, the Consultant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b) Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or

state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph a.ii above; and
- d) Have not within a three-year period preceding this agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- e) Where the Consultant is unable to certify to any of the statements in this certification, such Consultant shall attach an explanation to this agreement. I acknowledge that this certification is to be furnished to the State and the FHWA in connection with this agreement involving participation of federal-aid highway funds and is subject to applicable, state and federal laws, both criminal and civil.

SECTION 28. LPA CERTIFICATION

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

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

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

SECTION 29. ENTIRE AGREEMENT

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

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

EXECUTED by the Consultant this 9 day of May, 2017.

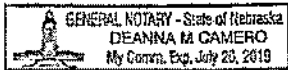
RDG PLANNING & DESIGN
Martin H. Shukert



Principal

STATE OF NEBRASKA)
)ss

-DOUGLAS COUNTY

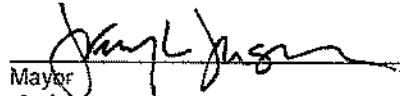
Subscribed and sworn to before me this 9th day of May, 2017.



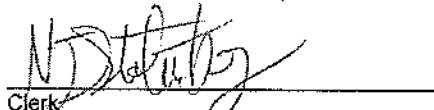

Notary Public

EXECUTED by the LPA this 23rd day of May, 2017.

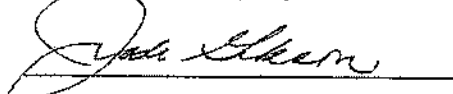
CITY OF GRAND ISLAND
Jeremy Jensen


Mayor

Subscribed and sworn to before me this 23rd day of May, 2017.


Clerk

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



6/16/17

Date

Exhibit "A"

SCOPE OF SERVICES

Project: GIAMPO Bicycle and Pedestrian Master Plan

Project Number: PL-1(54)

Control Number: 00956A

A. PROJECT DESCRIPTION

The Grand Island Area Metropolitan Planning Organization (GIAMPO) was designated as the Metropolitan Planning Organization (MPO) for the Grand Island, Nebraska urbanized area. The purpose of this project is to develop the Bicycle and Pedestrian Master Plan which will guide future transportation and recreation investments for the GIAMPO region in the future. The RDG Planning & Design Team has developed a project approach and schedule that will complete this plan by December 2017.

RDG Planning & Design (Consultant) shall serve as the agent for the City of Grand Island (Client), representing the Client in all matters related to the services for this project.

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

1. Mobilization and Stakeholder Engagement
2. Bicycling and Pedestrian Environmental
3. System Concept
4. Support Facilities
5. Barriers
6. System Design and Infrastructure Details
7. Implementation
8. Support Systems
9. Final Report

B. CONSULTANT SHALL PROVIDE

Task One: Mobilization and Stakeholder Engagement

Note: The Grand Island Area MPO's Bicycle and Pedestrian Advisory Committee (BPAC) will be the steering committee for the project.

- 1.1. Establish a project website for sharing updates of the process, knowledge, and feedback. Website may be established within RDG's website with links to the city's or other websites, depending on the discussions with the city and the consultant team.
- 1.2. With assistance of city staff, assemble and review relevant existing documents, plans, and maps. City shall provide available base maps, GIS information, street inventory data, and other previously prepared materials relevant to the completion of this work.
- 1.3. Conduct an initial kickoff meeting with the BPAC that will introduce team members; review the process, schedule, and requirements and expectations of the committee; identify key contacts; and discuss the goals and directions of the plan and complete up to three discussions with constituent groups to consider priorities, and discuss pedestrian and bicycling needs, options, destinations, and preferences.
- 1.4. Implement a community engagement process that includes the following components:
 - Coordinating displays describing the plan and with public representation with another community event such as the Walk with the Mayor.

- Conducting one community planning workshop to gain public input on opportunities and connection opportunities. The workshop will include stations for specific sectors of the MPO area to provide opportunities for considering local level projects and needs.
- Conducting community open house with displays explaining the plan and brief structured presentations that present general principles and policies.

Deliverables:

- Development and operation of project website.
- Informational handouts for BPAC kickoff with posting of materials on website.
- Displays for community events
- Notes on proceedings with constituent groups
- Displays and materials for community planning workshop
- Documentation of results of workshop
- Summary handouts and displays for community open house

Task Two: Bicycling and Pedestrian Environment

2.1. Develop, administer, and analyze an online survey, addressing characteristics of cyclists and pedestrians, demand for different destinations and destination types, comfort of different infrastructure types, and importance of various actions.

2.2. Based on available city data and other sources, prepare maps of existing conditions and opportunities for pedestrian and bicycle transportation, addressing:

- 2.2.1. Geography and topography.
- 2.2.2. Land use and development patterns.
- 2.2.3. Potential destinations.
- 2.2.4. Existing and planned facilities, including trails on exclusive right-of-way, sidepaths, designated bicycle and safe routes (including sharrows and bike lanes), and sidewalk conditions on major streets.
- 2.2.5. On-street bicycle opportunities cross-referencing width, ADT, and street continuity.
- 2.2.6. Crash locations (if available), barriers, difficult intersections, and other potential hazards for pedestrians and bicyclists. Data to consider include distribution of potential destination, average daily traffic, observed crash statistics, and local and national crash rates.
- 2.2.7. A contextual street typology that reflects contexts within Grand Island and their adaptability to bicycle transportation.
- 2.2.8. Network opportunities, identifying other possible off-road possibilities and relatively uninterrupted segments along streets.
- 2.2.10. Relationship to possible public transportation initiatives identified by the MPO's public transportation study.
- 2.2.11. Existing and proposed trail and on-street linkages to adjacent cities in the metropolitan area.
- 2.2.12. Heat maps or other measures of the demand for pedestrian and bicycle access in the study area.

2.3. Conduct up to four days of field work, mostly on bicycle, focusing on opportunity corridors and streets identified in Task 2.2.

2.4. (This task was moved under Task 1.4)

Deliverables:

- Design and launch of on-line survey with PowerPoint summary of results
- Atlas of existing condition and opportunity analysis maps.
(This deliverable was moved to Task 1.) (This deliverable was moved to Task 1.)

Task Three: System Concept

3.1. Establish goals and attributes to guide system design and evaluation. Potential attributes include service to destinations, incremental integrity (providing value and continuity at each step of

implementation), ability to evolve over time, conflict avoidance, maximum use of existing resources, identifying and filling strategic gaps, and use of routes of least traffic resistance.

3.2. Develop a preliminary community-wide system concept, using analysis and workshop results of Task Two to define routes, specific projects, infrastructure types, and other features in relation to destinations.

3.3. Develop a vocabulary of facility types and treatments, and applying them to the GIAMPO's specific pedestrian and bicycle contexts.

3.4. Define specific pedestrian projects, including intersection crossings, closing network gaps, basic pedestrian "arterials," and safe routes to specific destinations.

3.5. Place the network into the larger regional concept of facilities proposed or existing in the surrounding metropolitan area.

Deliverables:

- System concept maps displaying overall on-street and trail routes and types of infrastructure matched to segments.
- Map and/or annotated list of key pedestrian projects.
- Regional map identifying projects in the region but outside the MPO study area and their relationship to the Grand Island/Aida system.
- Supporting narrative

Task Four: Support Facilities

4.1. Trailheads and Open Space Nodes

- Establish criteria for location, spacing, and site characteristics of trailheads and open space nodes.
- Locate potential trailhead and open space node opportunities on the proposed network.
- Establish a menu of features for trailheads and open space nodes, along with a conceptual land plans for an illustrative facility.

4.2. Review comprehensive plan and park and recreation proposals for relationship to framework system. Include discussions with Parks Department staff about potential facilities.

4.3. Locate and evaluate points of interest, including National Register sites and districts, community attractions such as Fonner Park, neighborhoods, and other points of community interest. Identify locations along the proposed network that accommodate or advance these complementary facilities.

4.4. Identify possible linkage routes, with types of improvements and infrastructure, to connect the framework system to future recreational facilities.

4.5. Design typical interpretive and wayfinding graphics to direct users to these features.

Deliverables:

- Maps illustrating items 4.1 through 4.4 for presentation to BPAC and inclusion in document.
- Typical interpretive and wayfinding graphics. Wayfinding signs on streets will be MUTCD compliant.

Task Five: Barriers

5.1. Identify key barrier crossing points.

5.2. Provide planning level guidance on the design of crossings, which could include bridges, underpasses, modifications to at-grade intersections, introduction of new at-grade pedestrian/bicycle crossings, or alternative routes to cross these barriers.

Deliverables:

- Maps, graphics and supporting narrative for presentation to BPAC and inclusion in document.

Task Six: System Design and Infrastructure Details

- 6.1. Review of current street design standards, along with an analysis of their implications for bicycle and pedestrian transportation. Major issues include street sections, trail and sidepath design, intersection design, and maintenance practices.
- 6.2. Design general guidelines and illustrated standards for the infrastructure types, adapting the state of the practice to the specific conditions in the local street and transportation network. Standards include sections, dimensions, materials, clearances, grades, drainage, traffic controls, wayfinding, and maintenance.
- 6.3. Review ordinances that affect or could benefit bicycle and pedestrian transportation, including zoning and land development regulations.

Deliverables:

- Maps, graphics and supporting narrative for presentation to BPAC and inclusion in document.

Task Seven: Implementation

- 7.1. Define priority criteria and evaluate routes according to those criteria.
- 7.2. Develop a three-phase sequencing concept, with a first phase pedestrian/bicycle system based on priority criteria and available resources and medium- and long-term phases that build on the initial system. Each phase will include opinions of probable cost broken down by individual project and total phase. This includes all projects identified in Tasks Four through Six.
- 7.3. Identify funding mechanisms to provide for system development and maintenance.
- 7.4. Develop recommendations for operational policies and mechanisms, including coordination with transit services and maintenance policies.

Deliverables:

- Maps illustrating each stage of the implementation program.
- Narratives and tables identifying funding mechanisms
- Narrative of operational policies

Task Eight: Support Systems

- 8.1. Develop recommendations for supporting systems and programs based on the evaluation criteria of the League of American Bicyclists Bicycle Friendly Community program.
 - Engineering (covered largely by the previous master plan sections but also including specific elements like bicycle parking, system graphics, and special facilities such as bike share systems).
 - Education, including safety education for pedestrians, bicyclists, and motorists.
 - Encouragement, including special events and public relations programs to encourage non-motorized transportation.
 - Enforcement, including integration of police departments into the active transportation program, equitable enforcement of traffic laws, and development of materials that identify responsibilities of motorists, cyclists, and pedestrians.
 - Evaluation, establishing methodologies through surveys, sampling, and counts to monitor the effectiveness of the program.

Deliverables:

- Narrative chapter

Task Nine. Final Report

9.1. Draft preliminary plan document for review by staff and Steering Committee. Following review, post draft document on project website for public comment.

9.2. (This task was moved under Task 1.4)

9.3. Following open house, prepare final draft with modifications as required, based on staff and steering committee review of public comments and suggestions.

9.4. Present final plan to the GIAMPO Technical Advisory Committee, GIAMPO Policy Board, and City Council.

Deliverables:

- Preliminary plan draft
- (This deliverable was moved to Task 1.)Final draft
- PowerPoint presentation of document

NEPA Categorical Exclusion and Preliminary Engineering Consultant Estimate of Hours

Project Name: **Grand Island Bicycle and Pedestrian Master Plan**
 Project Number: _____
 Control Number: **00956A**
 Location (City, County): **Grand Island, Hall**
 Firm Name: **Alta Planning + Design, Inc.**
 Consultant Project Manager: **Paul Wojciechowski AICP**
 Phone/Email: **314.552.8573/paw@altaplanning.com**
 LPA Responsible Charge: **Alan Zait**
 Phone/Email: **305.369.0773/alez@grand-island.com**
 NDOR Project Coordinator: _____
 Phone/Email: _____
 Date: **2/9/2017 (Revised_v2 4/11/2017)**

TASKS	PERSONNEL CLASSIFICATIONS**										Total
	PR	SENV	ENV	SENG	ENG	SDES	DES	ADM	GIS		
For Engineering Services:											
1. Mobilization and Stakeholder Engagement											
1.1 Project Website											
1.2 Data Collection and Review											
1.3 BPAC Kickoff Meeting						2					2
1.4 Event Attendance, Community Workshops, Open House						2					2
						8					8
2. Bicycling and Pedestrian Environments											
2.1 On line survey development and analysis	1						1				2
2.2 Existing Conditions Map Preparation and Analysis							2				2
2.3 Opportunity Corridor Field Analysis							22				22
2.4 Community Workshop Preparation and Event (included in Task 1.4)											
3. System Concept											
3.1 Goals and Attributes Narrative							4				4
3.2 Preliminary Communitywide System Concept	2						8				10
3.3 Vocabulary of Facility Types and Treatments/Application to Network	4						10				14
3.4 Definition of Pedestrian Project Focuses							5				5
3.5 Regional Analysis and Context											
4. Support Facilities											
4.1 Criteria, Location, Facility Menu for Trailhead and Node Locations	1						3				4
4.2 Review of Park/Recreation Processes and Opportunities							4				4
4.3 Location and Evaluation of Points of Interest on Network											
4.4 Identification of Linkage Routes							4				4
4.5 Typical Intersective and Wayfinding Copy and Design	1										1
5. Barriers											
5.1 Identification of Key Barrier Crossing Points							5				5
5.2 Planning Level Guidance and Design for Each Crossing	2						10				12
6. System Design and Infrastructure Details											
6.1 Review of Current Design Standards	2						4				6
6.2 General Guidelines and Design Standards for Infrastructure Types	2						4				6
6.3 Zoning and Land Development Regulations							4				4
7. Implementation											
7.1 Priority Criteria Determination							4				4
7.2 Three-Stage Implementation Sequence/Opinion of Probable Cost							2				2
7.3 Funding Mechanisms							2				2
7.4 Operational Policies	1						4				5
8. Support Systems											
8.1 Recommendations for Bicycle Friendly Community Components	1						6				7
9. Final Report											
9.1 Preliminary Plan Draft and Layout											
9.2 Community Open House Preparation and Event (included in Task 1.4)											
9.3 Revision and Final Document	2						2				4
9.4 City Council, GIAMPO TAC, GIAMPO Policy Board Presentations											
Total Hours	19						122				141
Total Days (8 hrs)	2.4						15.3				17.6

CLASSIFICATIONS*:
 PR = Principal
 SENV = Senior Environmental Scientist
 ENV = Environmental Scientist
 ADM = Administrative
 SENG = Associate/Senior Engineer
 ENG = Engineer
 SDES = Senior Designer/Technician
 DES = Designer/Technician
 GIS = GIS Specialist
 UD2 = User Defined 2
 UD3 = User Defined 3

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

Consultant Independent Cost Estimate
 Estimate of Hours

NEPA Categorical Exclusion and Preliminary Engineering Labor Rates

Project Name: Grand Island Bicycle and Pedestrian Mast
 Project Number: _____
 Control Number: 00956A
 Location (City, County): Grand Island, Hall
 Firm Name: Alta Planning + Design, Inc.
 Consultant Project Manager: Paul Wojciechowski ACP
 Phone/Email: 314.852.8570/pwoj@alta.com
 LPA Responsible Charge: Allan Zalk
 Phone/Email: 508.389.0273/azalk@grand-island.com
 NDOR Project Coordinator: _____
 Phone/Email: _____
 Date: 2/8/2017 (Revised V2.4/11/2017)

Code	Classification Title	Hours	Blended Rate	Amount
PR	Principal	19	\$40.75	\$1,154.25
SENV	Senior Environmental Scientist			
ENV	Environmental Scientist			
SENG	Associate/Senior Engineer			
ENG	Engineer			
SDES	Senior Designer/Technician	122	\$32.69	\$3,988.18
DES	Designer/Technician			
ADM	Administrative			
GIS	GIS Specialist			
TOTALS		141		\$5,142.43

Overhead Rate: 160.16% Fixed Fee: 14.10%

CLASSIFICATIONS
 PR = Principal
 SENV = Senior Environmental Scientist
 ENV = Environmental Scientist
 ADM = Administrative
 SENG = Associate/Senior Engineer
 ENG = Engineer
 SDES = Senior Designer/Technician
 DES = Designer/Technician
 GIS = GIS Specialist
 UD2 = User Defined 2
 UD3 = User Defined 3

Blended Rates Worksheet

STAFFING PLAN			
EMPLOYEE NAME	CLASSIFICATION ¹	SALARY RATE	% ASSIGNED ²
Principal			
Paul Wojciechowski	Principal	\$40.75	100.0%
		Blended Rate:	\$40.75
Senior Environmental Scientist			
		Blended Rate:	
Environmental Scientist			
		Blended Rate:	
Associate/Senior Engineer			
		Blended Rate:	
Engineer			
		Blended Rate:	
Senior Designer/Technician			
Robo Ryan	Senior Planner	\$32.69	100.0%
		Blended Rate:	\$32.69
Designer/Technician			
		Blended Rate:	
Administrative			
		Blended Rate:	
GIS Specialist			
		Blended Rate:	
		Blended Rate:	
		Blended Rate:	
		Blended Rate:	

¹ Input actual employee classification as designated by firm.
² Total of "% Assigned" must equal 100% for each personnel classification category. If one person in classification, list them as 100% for "% Assigned"

NEPA Categorical Exclusion and Preliminary Engineering Project Cost

Project Name: Grand Island Bicycle and Pedestrian Master Plan
 Project Number: _____
 Control Number: 88956A
 Location (City, County): Grand Island, Hall
 Firm Name: Alta Planning + Design, Inc.
 Consultant Project Manager: Paul Wojciechowski AICP
 Phone/Email: 314.952.6576/paulw@altaplanning.com
 LPA Responsible Charge: Alan Zaff
 Phone/Email: 308.389.0273/alanz@grand-island.com
 NDOR Project Coordinator: _____
 Phone/Email: _____
 Date: 2/9/2017 (Revised_v2 4/11/2017)

Direct Labor Costs:			
Personnel Classification	Hours	Rate	Amount
Principal	18	\$69.75	\$1,154.25
Senior Environmental Scientist			
Environmental Scientist			
Associate/Senior Engineer			
Engineer			
Senior Designer/Technician			
Designer/Technician	122	\$32.69	\$3,988.18
Administrative			
GIS Specialist			
TOTALS	141		\$5,142.43

Direct Expenses:	
	Amount
Subconsultants	
Printing and Reproduction Costs	
Mileage/Travel	
Lodging/Meals	
Other Miscellaneous Costs	
TOTALS	

Total Project Costs:		
		Amount
Direct Labor Costs		\$5,142.43
Overhead @ 176.50%		\$9,078.26
Total Labor Costs		\$14,218.69
Fixed Fee @ 14.10%		\$2,004.85
Direct Expenses		\$1,175.60
PROJECT COST		\$17,398.67

Consultant Independent Cost Estimate
 Project Cost

NEPA Categorical Exclusion and Preliminary Engineering Cost by Task

Project Name: Grand Island Bicycle and Pedestrian Master Plan
 Project Number: _____
 Control Number: 00956A
 Location (City, County): Grand Island, Hall
 Firm Name: Apa Planning + Design, Inc.
 Consultant Project Manager: Paul Wojciechowski AICP
 Phone/Email: 314.952.8570/paw.woj@apaplanning.com
 LPA Responsible Contact: Allan Zarfl
 Phone/Email: 308.369.0273/allanz@grand-island.com
 NDOR Project Coordinator: _____
 Phone/Email: _____
 Date: 2/9/2017 (Revised_v2 4/11/2017)

Tasks	Total Hours	Direct Labor Cost	Overhead 176.50%	Fixed Fee 14.96%	Total Project Cost
For Engineering Services:					
1. Mobilization and Stakeholder Engagement	12	\$392.28	\$692.38	\$152.94	\$1,237.60
2. Bicycling and Pedestrian Environment	26	\$878.00	\$1,549.87	\$342.30	\$2,769.97
3. System Concept	33	\$1,247.13	\$2,201.18	\$496.21	\$3,934.52
4. Support Facilities	13	\$481.05	\$849.12	\$187.56	\$1,517.77
5. Barriers	77	\$811.85	\$1,079.92	\$239.54	\$1,830.31
6. System Design and Infrastructure Details	16	\$635.28	\$1,121.27	\$247.67	\$2,004.22
7. Implementation	13	\$453.03	\$799.60	\$176.62	\$1,429.25
8. Support Systems	7	\$256.88	\$453.41	\$100.15	\$810.45
9. Final Report	4	\$186.89	\$329.94	\$72.86	\$589.58
Direct Expenses					\$1,175.00
TOTAL	141	\$5,142.43	\$9,076.35	\$2,004.85	\$17,398.67

Consultant Independent Cost Estimate
 Cost by Task

NEPA Categorical Exclusion and Preliminary Engineering Consultant Estimate of Hours

Project Name: Grand Island Bicycle and Pedestrian Master Plan
Project Number:
Control Number: 00956A
Location (City, County): Grand Island, Hall
Firm Name: RDG Planning & Design
Consultant Project Manager: Amy Haase AICP
Phone/Email: 402 649 2841 / ahaase@rdgusa.com
LPA Responsible Charge: Alan Zeff
Phone/Email: 408 388 0773 / alanz@grandisland.com
NDOR Project Coordinator:
Phone/Email:
Date: 2/9/2017 (Revised 4/11/2017)



TASKS	PERSONNEL CLASSIFICATIONS**								Total	
	PR	SENV	ENV	SENG	ENG	SDES	DES	ADM		GIS
For Engineering Services:										
1. Mobilization and Stakeholder Engagement										
1.1 Project Website							5			5
1.2 Data Collection and Review	2						2		8	12
1.3 BPAC Kickoff Meeting	4					2				6
1.4 Event Attendance, Community Workshops, Open House	18					10	6		8	42
2. Bicycling and Pedestrian Environment										
2.1 On line survey development and analysis	1						10		2	13
2.2 Existing Conditions Map Preparation and Analysis	4							25		29
2.3 Opportunity Corridor Field Analysis	28									28
2.4 Community Workshop Preparation and Event (Included in Task 1.4)										
3. System Concept										
3.1 Goals and Attributes Narrative	4									4
3.2 Preliminary Comprehensive System Concept	16				2					18
3.3 Vocabulary of Facility Types and Treatments/ Application to Network	6					5				11
3.4 Definition of Pedestrian Project Focuses	10									10
3.5 Regional Analysis and Context	4									4
4. Support Facilities										
4.1 Criteria, Location, Facility Menu for Trailhead and Node Locations	2					4				6
4.2 Review of Park/Recreation Proposals and Opportunities	2					2				4
4.3 Location and Evaluation of Points of Interest on Network	2				4	5		2		13
4.4 Identification of Linkage Routes	4					1		2		7
4.5 Typical Intersective and Wayfinding Copy and Design	3					5				8
5. Barriers										
5.1 Identification of Key Barrier Crossing Points	5									5
5.2 Planning Level Guidance and Design for Each Crossing	2									2
6. System Design and Infrastructure Details										
6.1 Review of Current Design Standards										
6.2 General Guidelines and Design Standards for Infrastructure Types	2									2
6.3 Zoning and Land Development Regulations	4									4
7. Implementation										
7.1 Priority Criteria Determination	4									4
7.2 Three-Stage Implementation Sequence/Opinion of Probable Cost	8					2				10
7.3 Funding Mechanisms	3					3				6
7.4 Operational Policies	1									1
8. Support Systems										
8.1 Recommendations for Bicycle Friendly Community Components	2					4	6			12
9. Final Report										
9.1 Preliminary Plan Draft and Layout	20					20	12		20	72
9.2 Community Open House Preparation and Event (Included in Task 1.4)										
9.3 Revision and Final Document	8					8				16
9.4 City Council, GIAMPO TAC, GIAMPO Policy Board Presentations	12									12
Total Hours	181					55	63		67	366
Total Days (8 hrs)	22.6					6.9	7.9		8.4	45.9

CLASSIFICATIONS:
 PR = Principal
 SENV = Senior Environmental Scientist
 ENV = Environmental Scientist
 ADM = Administrative
 SENG = Associate/Senior Engineer
 ENG = Engineer
 SDES = Senior Designer/Technician
 DES = Designer/Technician
 GIS = GIS Specialist
 UD2 = User Defined 2
 UD3 = User Defined 3

* For Project Manager, use one of the technical classifications

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

Consultant Independent Cost Estimate
 Estimate of Hours

NEPA Categorical Exclusion and Preliminary Engineering Labor Rates

Project Name: Grand Island Bicycle and Pedestrian Mast
 Project Number: _____
 Control Number: 00956A
 Location (City, County): Grand Island, Hall
 Firm Name: RDG Planning & Design
 Consultant Project Manager: Amy Haase ACP
 Phone/Email: 402.448.0840/ahaase@rdgusa.com
 LPA Responsible Charge: Allan Zoff
 Phone/Email: 308.369.0273/zoffarc@grand-island.com
 NDOR Project Coordinator: _____
 Phone/Email: _____
 Date: 2/9/2017 (Revised 4/11/2017)



Grade	Classification Title	Hours	Blended Rate	Amount
PR	Principal	101	\$62.11	\$11,265.71
SENV	Senior Environmental Scientist			
ENV	Environmental Scientist			
SENG	Associate/Senior Engineer			
ENG	Engineer			
SDES	Senior Designer/Technician	35	\$57.74	\$2,025.70
DES	Designer/Technician	60	\$27.87	\$1,730.67
ADM	Administrative			
GIS	GIS Specialist	57	\$24.04	\$1,610.68
TOTALS		366		\$16,656.95

Overhead Rate: 160.16% Fixed Fee: 14.10%

CLASSIFICATIONS:
 PR = Principal
 SENV = Senior Environmental Scientist
 ENV = Environmental Scientist
 ADM = Administrative
 SENG = Associate/Senior Engineer
 ENG = Engineer
 SDES = Senior Designer/Technician
 DES = Designer/Technician
 GIS = GIS Specialist
 UD2 = User Defined 2
 UD3 = User Defined 3

Blended Rates Worksheet

EMPLOYEE NAME	STAFFING PLAN		SALARY RATE	% ASSIGNED ¹
	CLASSIFICATION ²			
<u>Marlin Shukert</u>	<u>Principal</u>		<u>\$62.11</u>	<u>100.0%</u>
			Blended Rate:	<u>\$62.11</u>
Senior Environmental Scientist				
				Blended Rate:
Environmental Scientist				
				Blended Rate:
Associate/Senior Engineer				
				Blended Rate:
Engineer				
				Blended Rate:
<u>Amy Haase</u>	<u>Partner/Senior Planner</u>		<u>\$57.74</u>	<u>100.0%</u>
				Blended Rate:
<u>Nick Kimek</u>	<u>Planner</u>		<u>\$26.24</u>	<u>25.0%</u>
<u>Bén Iven</u>	<u>Designer/Graphic Specialist</u>		<u>\$27.88</u>	<u>75.0%</u>
				Blended Rate:
Administrative				
				Blended Rate:
<u>Greg Jamison</u>	<u>GIS Specialist</u>		<u>\$24.04</u>	<u>100.0%</u>
				Blended Rate:
				Blended Rate:
				Blended Rate:
				Blended Rate:

¹ Input actual employee classification as designated by firm.
² Total of "% Assigned" must equal 100% for each personnel classification category. If one person in classification, list them as 100% for "% Assigned".

Consultant Inc.
Labor Rates

NEPA Categorical Exclusion and Preliminary Engineering Direct Expenses

Project Name: Grand Island Bicycle and Pedestrian Master Plan
 Project Number: _____
 Control Number: 00956A
 Location (City, County): Grand Island, Hall
 Firm Name: RDG Planning & Design
 Consultant Project Manager: Amy Haase AICP
 Phone/Email: 402.449.0840/ahaase@rdgusa.com
 LPA Responsible Charge: Alan Zaffi
 Phone/Email: 306.389.0273/zaffianz@grand-island.com
 NDOR Project Coordinator: _____
 Phone/Email: _____
 Date: 2/9/2017 (Revised 4/11/2017)



Subconsultants:	Quantity	Unit Cost	Amount
Aita Planning & Design			\$17,396.57
O'Leary and Associates			\$14,136.85
Subtotal			\$31,533.42

Printing and Reproductions:	Quantity	Unit Cost	Amount
Color Handouts, public information: 500 sheets @ \$0.20/sheet	500	\$0.20	\$100.00
Publications: See deliverables			
Subtotal			\$100.00

Mileage/Travel:	Quantity	Unit Cost	Amount
Subtotal			

Lodging/Meals:	Quantity	Unit Cost	Amount
4 nights @ \$77.00	4	\$77.00	\$308.00
Subtotal			\$308.00

Other Miscellaneous Costs:	Quantity	Unit Cost	Amount
Advertising for public meetings	5	\$50.00	\$250.00
Subtotal			\$250.00

TOTAL DIRECT EXPENSES			
			\$32,193.32

2011 Standard Rates*		Rate	
Company Automobile		Prevailing standard rate as established by the IRS, currently \$0.51 /mi	
Survey Vehicle		Prevailing standard rate as established by the IRS, currently \$0.535 /mi	
Black and White Copies		Actual reasonable cost	
Color Copies		Actual reasonable cost	
Miscellaneous Postage, Mailing, Deliveries Etc.		Actual reasonable cost	
Equipment		Actual reasonable cost	
Privately Owned Vehicle		Actual reimbursement amount to employee, not to exceed rates for company vehicles outlined above	
Automobile Rental		Actual reasonable cost	
Air fare		Actual reasonable cost, giving the State all discounts	
Lodging		Actual cost, (excluding taxes & fees), not to exceed federal GSA reimbursement guidelines, not to exceed \$77 per person daily statewide; not to exceed \$104 in Omaha/Douglas County.	
Meals		Actual cost, not to exceed federal GSA reimbursement guidelines, currently:	
		Statewide	Omaha/Douglas County
	Breakfast	\$7.00	\$10.00
	Lunch	\$11.00	\$15.00
	Dinner	\$23.00	\$31.00
	Incidentals	\$5.00	\$5.00
	Totals	\$46.00	\$61.00

* A full list of rates can be found at the following website: www.gsa.gov/berdiem

Consultant Independent Cost Estimate
Direct Expenses

NEPA Categorical Exclusion and Preliminary Engineering Project Cost

Project Name: Grand Island Bicycle and Pedestrian Master Plan
 Project Number: _____
 Control Number: 08956A
 Location (City, County): Grand Island, Hall
 Firm Name: RDG Planning & Design
 Consultant Project Manager: Amy Hasee AICP
 Phone/Email: 402.449.0840/ahasee@rdgusa.com
 LPA Responsible Charge: Allan Zam
 Phone/Email: 308.389.0273/allanz@grand-island.com
 NDOR Project Coordinator: _____
 Phone/Email: _____
 Date: 2/8/2017 (Revised 4/11/2017)



Direct Labor Costs:			
Personnel Classification	Hours	Rate	Amount
Principal			
Senior Environmental Scientist	181	\$62.11	\$11,241.91
Environmental Scientist			
Associate/ Senior Engineer			
Engineer			
Senior Designer/Technician			
Designer/Technician	55	\$37.74	\$2,075.70
Administrative	63	\$27.47	\$1,730.61
GIS Specialist			
	67	\$24.04	\$1,610.68
TOTALS			
	366		\$16,658.90

Direct Expenses:	
	Amount
Subconsultants	
Printing and Reproduction Costs	\$31,635.32
Mileage/Travel	\$100.00
Lodging/Meals	
Other Miscellaneous Costs	\$308.00
	\$250.00
TOTALS	
	\$32,193.32

Total Project Costs:	
	Amount
Direct Labor Costs	
Overhead @ 150.56%	\$15,659.80
Total Labor Costs	\$32,318.70
Fixed Fee @ 14.10%	\$41,740.64
Direct Expenses	\$5,885.42
	\$32,193.32
PROJECT COST	
	\$79,819.28

Consultant Independent Cost Estimate
Project Cost

NEPA Categorical Exclusion and Preliminary Engineering Cost by Task

Project Name: Grand Island Bicycle and Pedestrian Master Plan
 Project Number: _____
 Control Number: 0055EA
 Location (City, County): Grand Island, Hall
 Firm Name: RDG Planning & Design
 Consultant Project Manager: Amy Haase AICP
 Phone/Email: 402.449.0240/ahaase@rdgusa.com
 LPA Responsible Charge: Allan Zarft
 Phone/Email: 360.389.0273/allanz@grand-island.com
 NDOR Project Coordinator: _____
 Phone/Email: _____
 Date: 2/9/2017 (Revised 4/11/2017)



Tasks	Total Hours	Direct Labor Cost	Overhead 150.50%	Fixed Fee 14.96%	Total Project Cost
For Engineering Services:					
1. Mobilization and Stakeholder Engagement	65	\$2,635.27	\$4,042.94	\$948.68	\$7,626.89
2. Bicycling and Pedestrian Environment	70	\$2,973.41	\$4,476.77	\$1,050.48	\$8,500.66
3. System Concept	47	\$2,697.23	\$4,060.95	\$952.90	\$7,711.08
4. Support Facilities	38	\$1,521.54	\$2,290.83	\$537.54	\$4,349.91
5. Barriers	7	\$434.77	\$654.59	\$153.60	\$1,242.96
6. System Design and Infrastructure Details	6	\$372.66	\$561.08	\$131.66	\$1,065.40
7. Implementation	21	\$1,182.46	\$1,780.31	\$417.76	\$3,380.52
8. Support Systems	12	\$440.00	\$662.46	\$165.45	\$1,267.91
9. Final Report	100	\$4,351.56	\$6,551.71	\$1,537.36	\$12,440.63
Direct Expenses					\$32,193.32
TOTAL	365	\$16,458.90	\$25,091.54	\$5,885.42	\$79,819.28

Consultant Independent Cost Estimate
 Cost by Task

NEPA Categorical Exclusion and Preliminary Engineering Consultant Estimate of Hours

Project Name: Grand Island Bicycle and Pedestrian Master Plan
Project Number: 774
Control Number: 00956A
Location (City, County): Grand Island, Hall
Firm Name: Glesor Associates
Consultant Project Manager: Matt Rief PE
Phone/Email: 336 354 8720 / m.rief@glesorassociates.com
LPA Responsible Charge: Allan Zarr
Phone/Email: 336 359 0273 / allanz@glesor-island.com
NDOR Project Coordinator:
Phone/Email:
Date: 2/9/2017 (Revised v2.4/11/2017)

TASKS	PERSONNEL CLASSIFICATIONS**							Total	
	PR	SENV	ENV	SENG	ENG	SDES	DES		ADM
For Engineering Services:									
1. Mobilization and Stakeholder Engagement									
1.1 Project Website									
1.2 Data Collection and Review									
1.3 BPAC Kickoff Meeting									
1.4 Event Attendance, Community Workshops, Open House				4	2				
2. Bicycling and Pedestrian Environment				4					
2.1 On line survey development and analysis									
2.2 Existing Conditions Map Preparation and Analysis									
2.3 Opportunity Corridor Field Analysis									
2.4 Community Workshop Preparation and Event (included in Task 1.4)									
3. System Concept									
3.1 Goals and Attributes Narrative									
3.2 Preliminary Communitywide System Concept				4					
3.3 Vocabulary of Facility Types and Treatments/Application to Network									4
3.4 Definition of Pedestrian Project Focuses									
3.5 Regional Analysis and Context					5				
4. Support Facilities					5				
4.1 Criteria, Location, Facility Menu for Trailhead and Node Locations									
4.2 Review of Park/Recreation Processes and Opportunities				4	2				
4.3 Location and Evaluation of Points of Interest on Network									6
4.4 Identification of Linkage Routes									
4.5 Typical Intersective and Wayfinding Copy and Design						1			
5. Barriers									1
5.1 Identification of Key Barrier Crossing Points									
5.2 Planning Level Guidance and Design for Each Crossing				2					
6. System Design and Infrastructure Details									2
6.1 Review of Current Design Standards				4	6				
6.2 General Guidelines and Design Standards for Infrastructure Types				4	10				
6.3 Zoning and Land Development Regulations				2	3				
7. Implementation									5
7.1 Priority Criteria Determination				2					
7.2 Three-Stage Implementation Sequence/Option of Probable Cost				8	11				
7.3 Funding Mechanisms				4	4				
7.4 Operational Policies				4	4				
8. Support Systems									6
8.1 Recommendations for Bicycle Friendly Community Components									
9. Final Report									
9.1 Preliminary Plan Draft and Layout				5	5				
9.2 Community Open House Preparation and Event (included in Task 1.4)									10
9.3 Revision and Final Document									
9.4 City Council, GIAMPO TAC, GIAMPO Policy Board Presentations									
Total Hours				47	58				
Total Days (8 hrs)				5.9	7.3				13.1

CLASSIFICATIONS:

PR = Principal
 SENV = Senior Environmental Scientist
 ENV = Environmental Scientist
 ADM = Administrative
 SENG = Associate/ Senior Engineer
 ENG = Engineer
 SDES = Senior Designer/Technician
 DES = Designer/Technician
 GIS = GIS Specialist
 UD2 = User Defined 2
 UD3 = User Defined 3

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

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

Consultant Independent Cost Estimate
Estimate of Hours

NEPA Categorical Exclusion and Preliminary Engineering Labor Rates

Project Name: Grand Island Bicycle and Pedestrian Mast
 Project Number: _____
 Control Number: 00956A
 Location (City, County): Grand Island, Hall
 Firm Name: Olsson Associates
 Consultant Project Manager: Matt Rief PE
 Phone/Email: 308.384.8750/mrie@olssonassociates.com
 LPA Responsible Charge: Adam Zeff
 Phone/Email: 308.388.0273/azeff@grand-island.com
 NDOR Project Coordinator: _____
 Phone/Email: _____
 Date: 2/9/2017 (Revised v2 4/11/2017)

Code	Class/Carbon Use	Hours	Blended Rate	Amount
PR	Principal			
SENV	Senior Environmental Scientist			
ENV	Environmental Scientist			
SENG	Associate/Senior Engineer			
ENG	Engineer	47	\$50.00	\$2,375.00
SDES	Senior Designer/Technician	55	\$38.00	\$2,110.00
DES	Designer/Technician			
ADM	Administrative			
GIS	GIS Specialist			
TOTALS		102		\$4,485.00

Overhead Rate: 100.00% Fixed Fee: 14.10%

CLASSIFICATIONS:
 PR = Principal
 SENV = Senior Environmental Scientist
 ENV = Environmental Scientist
 ADM = Administrative
 SENG = Associate/Senior Engineer
 ENG = Engineer
 SDES = Senior Designer/Technician
 DES = Designer/Technician
 GIS = GIS Specialist
 UD2 = User Defined 2
 UD3 = User Defined 3

Blended Rates Worksheet

EMPLOYEE NAME	STAFFING PLAN		SALARY RATE	% ASSIGNED ²
	CLASSIFICATION ¹			
Principal				
			Blended Rate:	
Senior Environmental Scientist				
			Blended Rate:	
Environmental Scientist				
			Blended Rate:	
Associate/Senior Engineer				
Joe Johnson	Senior Engineer		\$47.00	60.0%
Matt Rief	Senior Engineer		\$56.00	40.0%
			Blended Rate:	\$50.00
Engineer				
Tom Worker-Baddock	Engineer		\$39.00	100.0%
			Blended Rate:	\$39.00
Senior Designer/Technician				
			Blended Rate:	
Designer/Technician				
			Blended Rate:	
Administrative				
			Blended Rate:	
GIS Specialist				
			Blended Rate:	
			Blended Rate:	
			Blended Rate:	
			Blended Rate:	

¹ Indicate actual employee classification as designated by firm.
² Total of % Assigned must equal 100% for each personnel classification category. If one person in classification, list them as 100% for % Assigned.

Consultant Inc
Labor Rates

NEPA Categorical Exclusion and Preliminary Engineering Direct Expenses

Project Name: Grand Island Bicycle and Pedestrian Master Plan
 Project Number: _____
 Control Number: 00956A
 Location (City, County): Grand Island, Hall
 Firm Name: Olsson Associates
 Consultant Project Manager: Matt Rief PE
 Phone/Email: 308.384.8750/mrief@olssonassociates.com
 LPA Responsible Charge: Allan Zaff
 Phone/Email: 308.389.0273/zaffanz@grand-island.com
 NDOR Project Coordinator: _____
 Phone/Email: _____
 Date: 2/9/2017 (Revised_v2 4/11/2017)

Subconsultants:	Quantity	Unit Cost	Amount
Subtotal			

Printing and Reproduction:	Quantity	Unit Cost	Amount
Subtotal			

Miscellaneous Travel:	Quantity	Unit Cost	Amount
Subtotal			

Lodging/Meals:	Quantity	Unit Cost	Amount
Subtotal			

Other Miscellaneous Costs:	Quantity	Unit Cost	Amount
Subtotal			

TOTAL DIRECT EXPENSES			

2011 Standard Rates*																			
Type	Rate																		
Company Automobile	Prevailing standard rate as established by the IRS, currently \$0.51 /mi																		
Survey Vehicle	Prevailing standard rate as established by the IRS, currently \$0.535 /mi																		
Black and White Copies	Actual reasonable cost																		
Color Copies	Actual reasonable cost																		
Miscellaneous Postage, Mailing, Deliveries Etc.	Actual reasonable cost																		
Equipment	Actual reasonable cost																		
Privately Owned Vehicle	Actual reimbursement amount to employee, not to exceed rates for company vehicles outlined above																		
Automobile Rental	Actual reasonable cost																		
Air fare	Actual reasonable cost, giving the State all discounts																		
Lodging	Actual cost, (excluding taxes & fees), not to exceed federal GSA reimbursement guidelines, not to exceed \$77 per person daily statewide; not to exceed \$104 in Omaha/Douglas County.																		
Meals	Actual cost, not to exceed federal GSA reimbursement guidelines, currently:																		
	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th style="text-align: center;">Statewide</th> <th style="text-align: center;">Omaha/Douglas County</th> </tr> </thead> <tbody> <tr> <td style="padding-left: 20px;">Breakfast</td> <td style="text-align: center;">\$7.00</td> <td style="text-align: center;">\$10.00</td> </tr> <tr> <td style="padding-left: 20px;">Lunch</td> <td style="text-align: center;">\$11.00</td> <td style="text-align: center;">\$15.00</td> </tr> <tr> <td style="padding-left: 20px;">Dinner</td> <td style="text-align: center;">\$23.00</td> <td style="text-align: center;">\$31.00</td> </tr> <tr> <td style="padding-left: 20px;">Incidentals</td> <td style="text-align: center;">\$5.00</td> <td style="text-align: center;">\$5.00</td> </tr> <tr> <td style="padding-left: 20px;">Totals</td> <td style="text-align: center;">\$46.00</td> <td style="text-align: center;">\$61.00</td> </tr> </tbody> </table>		Statewide	Omaha/Douglas County	Breakfast	\$7.00	\$10.00	Lunch	\$11.00	\$15.00	Dinner	\$23.00	\$31.00	Incidentals	\$5.00	\$5.00	Totals	\$46.00	\$61.00
	Statewide	Omaha/Douglas County																	
Breakfast	\$7.00	\$10.00																	
Lunch	\$11.00	\$15.00																	
Dinner	\$23.00	\$31.00																	
Incidentals	\$5.00	\$5.00																	
Totals	\$46.00	\$61.00																	

* A full list of rates can be found at the following website: www.gsa.gov/pdtdiam

NEPA Categorical Exclusion and Preliminary Engineering Project Cost

Project Name: Grand Island Bicycle and Pedestrian Master Plan
 Project Number: _____
 Control Number: 00996A
 Location (City, County): Grand Island, Hall
 Firm Name: Olsson Associates
 Consultant Project Manager: Matt Rief PE
 Phone/Email: 308.384.8750/mrfef@olssonassociates.com
 LPA Responsible Charge: Alian Zaft
 Phone/Email: 308.389.0273/allaanz@grand-island.com
 NDOR Project Coordinator: _____
 Phone/Email: _____
 Date: 2/9/2017 (Revised_v2 4/11/2017)

Direct Labor Costs:			
Personnel Classification	Hours	Rate	Amount
Principal			
Senior Environmental Scientist			
Environmental Scientist			
Associate/Senior Engineer	47	\$50.00	\$2,378.20
Engineer	58	\$39.00	\$2,262.00
Senior Designer/Technician			
Designer/Technician			
Administrative			
GIS Specialist			
TOTALS	105		\$4,640.20

Direct Expenses:	
	Amount
Subconsultants	
Printing and Reproduction Costs	
Mileage/Travel	
Lodging/ Meals	
Other Miscellaneous Costs	
TOTALS	

Total Project Costs:		Amount
Direct Labor Costs		\$4,640.20
Overhead @ 176.96%		\$8,211.90
Total Labor Costs		\$12,851.90
Fixed Fee @ 10.00%		\$1,285.15
Direct Expenses		
PROJECT COST		\$14,136.65

NEPA Categorical Exclusion and Preliminary Engineering Cost by Task

Project Name: Grand Island Bicycle and Pedestrian Master Plan
 Project Number: _____
 Control Number: 00956A
 Location (City, County): Grand Island, Hall
 Firm Name: Olsson Associates
 Consultant Project Manager: Matt Rief PE
 Phone/Email: 369.364.8750/mrrief@olssonassociates.com
 LPA Responsible Charge: Allan Zalt
 Phone/Email: 309.369.0273/azaltz@grand-island.com
 NDOR Project Coordinator: _____
 Phone/Email: _____
 Date: 2/9/2017 (Revised_v2.4/11/2017)

Tasks	Total Hours	Direct Labor Cost	Overhead 176.98%	Fixed Fee 10.00%	Total Project Cost
For Engineering Services:					
1. Mobilization and Stakeholder Engagement	6	\$280.40	\$496.20	\$77.66	\$854.26
2. Bicycling and Pedestrian Environment					
3. System Concept	14	\$592.40	\$1,048.31	\$164.07	\$1,804.78
4. Support Facilities	7	\$319.40	\$565.21	\$86.49	\$971.10
5. Barriers	2	\$101.20	\$178.05	\$28.03	\$307.28
6. System Design and Infrastructure Details	29	\$1,247.00	\$2,206.59	\$345.37	\$3,798.96
7. Implementation	37	\$1,651.80	\$2,923.03	\$457.48	\$5,032.31
8. Support Systems					
9. Final Report	10	\$448.00	\$792.78	\$124.08	\$1,364.86
Direct Expenses					
TOTAL	105	\$4,640.20	\$8,211.30	\$1,285.15	\$14,136.65

Consultant Independent Cost Estimate
 Cost by Task

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:

- \$ 73,933.86 for actual services performed and direct expenses.
- \$ 5,885.42 for a fixed fee for profit
- \$ 79,819.28 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 14.10%. 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 \$5,885.42. 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://roads.nebraska.gov/business-center/consultant/>.
- 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. 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.roads.nebraska.gov/business-center/consultant/onbase-help/>.

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://roads.nebraska.gov/business-center/consultant/> 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://roads.nebraska.gov/business-center/consultant/>. The CWO must be executed to provide authorization for the additional work and to specify when that work may begin. The agreement will be supplemented after one or more CWOs have been authorized and approved for funding.

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.

A. Consultant agrees to:

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

B. General Liability –

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

C. Pollution Coverage –

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

Consultant.

D. Automobile Liability –

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

E. Workers' Compensation –

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

F. Professional Liability –

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

G. Electronic Data and Valuable Papers –

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

H. Umbrella/Excess –

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

I. Additional Requirements –

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

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

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

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

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

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

RESOLUTION 2017-150

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

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

WHEREAS, federal participation will be approximately \$80,000 and local participation will be approximately \$16,000 (\$8,000 from Food & Beverage tax and \$8,000 from general funds); and

WHEREAS, the City of Grand Island and RDG Planning and Design wish to enter into a Professional Services Agreement to provide professional services for the Federal-Aid project; and

WHEREAS, by the City Council of the City of Grand Island that:

Jeremy L. Jensen, Mayor of the City of Grand Island, is hereby authorized to sign the attached professional services agreement between the City of Grand Island, Nebraska and RDG Planning & Design.

NDOR Project Number: PL-1(54)
NDOR Control Number: 00956A

Adopted by the City Council of the City of Grand Island, Nebraska, May 23, 2017.

The City Council of the City of Grand Island, Nebraska

Vaugh Minton	Julie Hehnke
Jeremy Jones	Mitchell Nickerson
Roger Steele	Mike Paulick
Mark Stelk	Michelle Fitzke
Linna Dec Donaldson	Chuck Haase

Board/Council Member Donaldson

Moved the adoption of said resolution

Member Minton Seconded the Motion

Roll Call: Yes 9 No 1 Abstained _____ Absent _____

Resolution adopted, signed and billed as adopted

Jeremy L. Jensen
Jeremy L. Jensen, Mayor

Attest:
Nicki Stoltenberg
Nicki Stoltenberg, City Clerk Pro Tem

Approved as to Form
May 22, 2017 City Clerk