Task Order Agreement No.	BK2343
Master Agreement No.	, VK2211
Effective (NTP) Date	1/30/2029
Task Order Amount	CPFF \$10,777.87

# ON-CALL PROFESSIONAL SERVICES TASK ORDER AGREEMENT

LPA PROJECTS

CITY OF GRAND ISLAND, NEBRASKA ALFRED BENESCH & COMPANY PROJECT NO. TAP-40(70) CONTROL NO. 43028 GRAND ISLAND WEST CONNECTOR TRAIL ENVIRONMENTAL SERVICES

**THIS AGREEMENT** is between the City of Grand Island, Nebraska ("LPA") and Alfred Benesch & Company ("Consultant"), and collectively referred to as the "Parties".

WHEREAS, Consultant entered into an On-Call Professional Services Master Agreement, No. VK2211 ("Master Agreement"), with the Nebraska Department of Transportation ("State") wherein Consultant agreed to provide Environmental Services for future Federal-aid transportation projects, when selected by LPA or State, and

WHEREAS, LPA desires that this project be developed and constructed under the designation of Project No. TAP-40(70) and formally authorizes the signing of this Agreement by the Mayor, as evidenced by the Resolution of LPA dated \_\_\_\_\_ day of \_\_\_\_\_\_ day of \_\_\_\_\_\_, 20\_24, attached as Exhibit "D" and incorporated herein by this reference, and

WHEREAS, LPA, or State on LPA's behalf, selected Consultant to provide Environmental Services ("Services") for the project Consultant has been selected, and

**WHEREAS**, the Parties wish to enter into a task order agreement ("Task Order"), to provide for the completion of the Services for the project for which Consultant has been selected, and to specify the duties and obligations for the Parties for the Services described herein, and

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

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

WHEREAS, the LPA and Consultant intend that this Task Order be completed in accordance with the terms and conditions of the Nebraska LPA Guidelines Manual for Federal Aid Projects; hereinafter referred to as LPA Manual. 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: <a href="http://dot.nebraska.gov/media/6319/lpa-guidelines.pdf">http://dot.nebraska.gov/media/6319/lpa-guidelines.pdf</a>, and

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

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

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

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

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

#### **SECTION 1. CONTACT INFORMATION**

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

1.1 Consultant Project Manager

Firm Name Alfred Benesch & Company

Consultant/Vendor Number 6305

Address 16910 Marcy Street Suite 102, Omaha NE 68118

Project Manager's Name Craig Mielke Project Manager's Phone 402-590-8209

1.2 State Project Coordinator

Name Karen Majerus

Phone Number 402-479-3600

1.3 LPA RC

Name Tim Golka Phone Number 308-389-0263

1.4 State Agreements Specialist

Name Nicole Taylor Phone Number 402-479-3859

#### SECTION 2. NOTICE TO PROCEED AND COMPLETION SCHEDULE OF THE SERVICES

- 2.1 LPA, or State on LPA's behalf, will issue Consultant a written Notice to Proceed upon 1) complete execution of this Agreement, 2) State's determination on LPA's behalf, that federal funding approval has been obtained for the project and 3) State's concurrence that the form of this Agreement is acceptable for federal funding eligibility. Invoiced charges for services performed by Consultant on the project prior to the date specified in the written Notice to Proceed will not be paid by State on LPA's behalf.
- 2.2 In the event that prior to the Effective Date of this Task Order, LPA, State on LPA's behalf, issue Consultant a Notice to Proceed and Consultant began work, State, on LPA's behalf. will pay for such work in accordance with this Task Order and the Parties are bound by this Task Order as if the work had been completed after the Effective Date of this Task Order.
- 2.3 Consultant shall complete all the Services required under this Task Order in a satisfactory manner by December 31, 2024. Costs incurred by Consultant after the completion date will not be eligible for reimbursement unless LPA, or State on LPA's behalf, has provided a written extension of time. Extensions of the time to complete the services must not be construed as an extension to the duration of this Task Order.
- 2.4 The completion date will not be extended because of any avoidable delay attributed to Consultant, but delays not attributable to Consultant, such as delays attributed to LPA or State, may, upon request, constitute a basis for an extension of time.

# SECTION 3. DURATION OF THIS TASK ORDER (Matches Project Lifespan)

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

#### SECTION 4. TASK ORDER SCOPE OF SERVICES

- 4.1 LPA and Consultant understand that the Services provided by Consultant must be completed in accordance with all federal-aid reimbursement requirements and conditions. Consultant shall provide Environmental Services for Project TAP-40(70), Grand Island West Connector Trail, in Hall County, Nebraska. The Scope of Services ("Services") is outlined in Exhibit "A", attached and incorporated herein by this reference.
- 4.2 Exhibits "A" and "B" are the result of the following process:
  - 4.2.1 Consultant was provided with a document describing the detailed proposed Scope of Services for this project
  - 4.2.2 Consultant made necessary and appropriate proposed additions, deletions, and revisions to the detailed Scope of Services document
  - 4.2.3 Consultant participated in a review of the proposed Scope of Services, and the proposed revisions, and negotiated the final detailed Scope of Services and Fee Proposal documents, as shown in Exhibits "A" and Exhibit "B", attached and incorporated herein by this reference.
- 4.3 LPA, or State on LPA's behalf, reserves the unconditional right to add to, subtract from, or alter 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, subtraction, or alteration will become effective seven (7) days after mailing written notice of such addition, subtraction, or alteration.
- 4.4 Any change in the Services will follow the process specified in the *Out-of-Scope*Services section in Exhibit "C", attached and incorporated herein by this reference.
- 4.5 Upon receiving a written notice to proceed from LPA, or State on LPA's behalf, Consultant shall complete the Services required under this Task Order and in accordance with the terms of the Master Agreement.

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

5.1 Consultant has provided LPA and State with a Staffing Plan or Staffing Plans, described in Exhibit "B", attached and incorporated herein by this reference. The Staffing Plan identifies the employees of Consultant, and when applicable subconsultants, who are anticipated to provide services under this Task Order. Consultant understands that LPA and State are relying on key personnel from the Staffing Plan to be primarily responsible

- for completing the Services under this Task Order. LPA and State consider the principals, senior level staff, Project Managers, Team Leaders or other similar classifications, to be the key personnel for the services provided. Consultant and, when applicable subconsultants, may make occasional temporary changes to the key personnel. However, any permanent change to Consultant's or subconsultant's key personnel will require prior written approval from LPA, or State on LPA's behalf.
- 5.2 Personnel who are added to the Staffing Plan as replacements must be persons of comparable training and experience. Personnel added to the Staffing Plan as new personnel and not replacements must be qualified to perform the intended services. Failure on the part of Consultant or subconsultant to provide acceptable replacement personnel or qualified new personnel to keep the services on schedule will be cause for termination of this Task Order, with settlement to be made as set out on Exhibit "C" attached and incorporated herein by this reference.

# SECTION 6. NEW EMPLOYEE WORK ELIGIBILITY STATUS (Task Order)

- 6.1 Consultant agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. Consultant 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.
- Order, hereby attests to the truth of the following certifications, and agrees as follows:

  Neb. Rev. Stat. § 4-114. I certify compliance with the provisions of Section 4-114 and, hereby certify that this Consultant shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. I agree to require all Subconsultants, by contractual agreement, to require the same registration and verification process.
- 6.3 If Consultant is an individual or sole proprietorship, the following applies:
  - a. Consultant must complete the United States Citizenship Attestation form and attach it to this Task Order. This form is available on the Nebraska Department of Transportation's website at <a href="http://dot.nebraska.gov/media/2802/dr289.pdf">http://dot.nebraska.gov/media/2802/dr289.pdf</a>.
  - b. If Consultant indicates on such Attestation form that he or she is a qualified alien, Consultant agrees to provide the US Citizenship and Immigration Services documentation required to verify Consultant lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
  - c. Consultant understands and agrees that lawful presence in the United States is required and Consultant may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

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

- 7.1 Consultant's fee proposal is attached as Exhibit "B" and incorporated herein by this reference.
- 7.2 The maximum payment amounts and general provisions concerning payment under this Task Order are set out on Exhibit "C".

#### SECTION 8. SUSPENSION OR TERMINATION (Unique)

# 8.1 <u>Suspension or Termination</u>

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

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

# 8.2 <u>Suspension</u>

a. Suspension for Convenience. LPA, or State on LPA's behalf, may suspend for convenience by giving Consultant notice of the date of suspension, which date will be no fewer than three (3) business days after notice is given. Such notice will provide the reason(s) for such suspension. Consultant will not be compensated for any Services completed or costs incurred after the date of suspension. Consultant shall provide LPA, or State on LPA's behalf, a detailed summary of the current

- status of the Services completed and an invoice of all costs incurred up to and including the date of suspension.
- b. Suspension for Cause. If LPA, or State on LPA's behalf, suspends Consultant's work for cause or for issues related to performance, responsiveness or quality that must be corrected by Consultant, LPA, or State on LPA's behalf, will give Consultant notice of the date of suspension, which date will be no fewer than three (3) business days after notice is given. LPA's notice of suspension, or State's notice of suspension on LPA's behalf, will provide Consultant with the reason(s) for the suspension, a timeframe for Consultant to correct the deficiencies, and when applicable, and a description of the actions that must be taken for LPA, or State on LPA's behalf, to rescind the suspension. Consultant's right to incur any additional costs will be suspended at the end of the day of suspension and will continue until all remedial action is completed to the satisfaction of LPA, or State on LPA's behalf. Failure to correct the deficiencies identified in a suspension will be grounds for termination of this Task Order.

# 8.3 <u>Termination</u>

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

8.4 <u>Compensation upon suspension or termination</u>

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

# SECTION 9. SECTIONS INCORPORATED BY REFERENCE

For the convenience of the parties, for consistency for funding review, and in an effort to reduce the length of this Task Order, the LPA and Consultant agree to be bound by and hereby incorporate by this reference as if fully set forth herein, Sections 11 through 13, and 15 through 28 of Master Agreement (VK2211) between State and Consultant, dated March 30, 2022, for Environmental Services for LPA projects, with one recurring change:

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

#### SECTION 10. CONSULTANT CERTIFICATIONS

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

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

Neb. Rev. Stat. § 81-1715(1). I certify compliance with the provisions of Section 81-1715 and, to the extent that this Task Order is a lump sum, specific rates of compensation, or actual cost-plus-a-fixed fee professional services agreement, I hereby certify that wage rates and other factual unit costs supporting the fees in this Task Order are accurate, complete, and current as of the date of this Task Order. I agree that this Task Order price and any additions thereto shall be adjusted to exclude any significant sums by which the LPA determines the agreement price had been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

#### **SECTION 11. LPA CERTIFICATION**

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

# **SECTION 12. SEVERABILITY**

The invalidity or unenforceability of any such clause, provision, section, or part shall not affect the validity or enforceability of the balance of the Agreement, which shall be construed and enforced as if the Agreement did not contain such invalid or unenforceable clause, provision, section or part.

### **SECTION 13. COMPLETENESS**

This Agreement is the complete and exclusive statement of the arrangement between the parties, and supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter thereof. It may be amended from time to time in writing by the mutual consent of the Parties hereto.

# ON-CALL PROFESSIONAL SERVICES TASK ORDER AGREEMENT

IN WITNESS WHEREOF, the Parties hereby execute this Task Order pursuant to lawful
authority as of the date signed by each party. Further, the Parties, by signing this Task Order,
attest and affirm the truth of each and every certification and representation set out herein.
EXECUTED by Consultant this 12th day of December, 2023.
ALFRED BENESCH & COMPANY Jeffery A. Sockel, P.E.
AMBA
Senior Vice President
STATE OF NEBRASKA)
)ss DOUGLAS COUNTY )
SUBSCRIBED AND SWORN to before me this 12 day of 100mber, 2023.
GENERAL NOTARY - State of Nebraska METHA EVERS My Comm. Exp. June 30, 2026  Notary Public
EXECUTED by LPA this 24th day of January, 2024.
CITY OF GRAND ISLAND, NEBRASKA Roger Steele
Roger Steele
SUBSCRIBED AND SWORN to before me this 211 day of January, 2021.
Qui Grunere Clerk
STATE OF NEBRASKA  DEPARTMENT OF TRANSPORTATION  Form of Agreement Approved for  Federal Funding Eligibility:
Jod Selven 1/30/2024  Date

#### **EXHIBIT "A"**

#### Scope of Services

For

#### **Scoping NEPA Services**

Project Name: Grand Island West Connector Trail
Project No. TAP-40(70)

CN: 43028

#### **General Description of Services:**

This scope of services (SOS) is for-developing a scope of services for reviewing the impact the construction project will have on the environment.

# NDOT to provide:

The LPA and the Nebraska Department of Transportation (NDOT) will provide all available documentation or information needed to develop the SOS as requested by the Consultant.

- Instructions and guidance on the level of detail expected in preparing the "Local Public Agency (LPA) Project Programming Request, NDOT Form 530".
- A "Local Public Agency (LPA) Project Programming Request, NDOT Form 530".
- The approved Probable Class of NEPA Action, NDOT Form 53.
- A draft copy of the Scope of Services for NEPA (Word doc).
- A draft copy of the Scope of Services, Workbook for NEPA (Excel file).
- A copy of the PCM 0 document

# **Overview of Effort:**

The NEPA Consultant will work with the Preliminary Engineering (PE) Consultant to develop the "Purpose and Need", "Project Description", and "Project Details" for the Local Public Agency (LPA) project using the following guidance material.

- LPA Purpose and Need Statement Template
- LPA Project Details Template
- LPA Project Description Template
- LPA Project Details Definitions

The Purpose and Need for the project developed by the NEPA Consultant will be used to complete the Local Public Agency (LPA) Project Programming Request, NDOT Form 530. The NEPA Consultant will work with the PE Consultant in completing the NDOT Form 530.

Using the current version of the Scope of Services and Workbook for National Environmental Policy Act (NEPA) services the NEPA Consultant will develop a site-specific scope of services (SOS). The SOS will address the study and documentation needs detailed in the approved Probable Class of NEPA Action NDOT Form 53. The goal of developing a project specific SOS is to address the items identified in the Probable Class of NEPA Action document is to ensure compliance with the National Environmental Policy Act.

Prior to the PCM 0, the NEPA Consultant will conduct a high-level review of potential environmental impacts, using the PCM 0 form as a guide to assess sensitive resources. The NEPA Consultant will prepare supporting maps and materials for the PCM 0 meeting. The NEPA Consultant will also assist the PE Consultant in preparing meeting forms, minutes, and the NDOT forms required for approval.

Development of the SOS for NEPA services is a phased process starting with a PCM 0. The NEPA Consultant will work with the PE Consultant in preparing the PCM 0 form as well as the NDOT Form 530 for review and approval by NDOT, and a site visit will be conducted. After approval of the NDOT Form 530 and NDOT has received the project description, purpose and need as well as the project details, NDOT Staff will prepare the Probable Class of NEPA Action NDOT Form 53. The NEPA Consultant will develop the SOS and fee proposal based on the Probable Class of NEPA Action, NDOT Form 53 prepared and approved by NDOT.

#### Schedule:

- Notice to Proceed (NTP) with developing scope of PE services: November 17, 2023
- Attend PCM 0: December 28, 2023. (or January 4, 2024) (Assumes PCM 0 materials are submitted two weeks before scheduled PCM meeting date)
- Attend Site Visit: January 23, 2024. (Assumes 1-2 weeks after PCM 0 Meeting to schedule staff)
- Submit LPA, Project Programming Request Form 530 and Principal Controlling Design Criteria Form 76 to NDOT for approval: February 12, 2024. (Assumes two weeks to prepare materials following site visit)
- NDOT Approves Project Programming Request Form 530: March 11, 2024. (Assumes one month for approval process including MPO)
- PE Consultant prepares SOS and Workbook upon receipt of approved NDOT Form 530:
   (Begin) March 11, 2024 (Submit two weeks later).
- NDOT Approves Probable Class of NEPA Action NDOT Form 53: March 25, 2024
   (Assumes NDOT Environmental approves NDOT 53 two weeks after receiving 530).
- NEPA Consultant prepares SOS and Workbook upon receipt of approved NDOT Form
   53: (Begin) March 25, 2024 (submit two weeks later).
- Negotiations for PE and NEPA services, scope/hours, memo, NDOT approval, etc..
   (Assume six weeks from initial submittal of scope/hours to NTP)
- o NTP with PE services: May 6, 2024
- o NTP with NEPA services: May 20, 2024

#### **NDOT PC Responsibilities:**

Following the PCM 0 meeting, the NDOT Project Coordinator (PC)/Responsible Charge (RC) will schedule a site visit with the Design and National Environmental Policy Act (NEPA) Consultant along with appropriate representatives from the following list (as applicable), to identify site conditions which may need to be addressed during the design and the NEPA phase of the project:

NDOT, LPA, Unit Head.

NDOT, LPA, PC/RC.

NDOT, LPA, Right of Way Coordinator.

NDOT, Bridge Division Representative.

NDOT, Environmental Coordinator

NDOT, Section 106 Cultural Resource Coordinator

NDOT District, Environmental Superteam Member

NDOT District, Design Superteam Member

LPA, Project Liaison (PL)

PE, Consultant

NEPA, Consultant

Representatives from known utilities, Public and Private.

#### **NEPA Consultant Tasks:**

# **Project Management**

· Invoices, progress reports and coordination with PE Consultant, LPA, and NDOT

#### PCM<sub>0</sub>

- Conduct high-level review of environmental impacts
- Prepare maps or materials to support the above
- Prepare PCM 0 form
- Attend PCM 0 meeting (virtual)
- Prepare PCM 0 minutes

# **Red Flag Site Visit**

- Prepare Site Visit Meeting Form
- Attend Site Visit (including travel to site)
- **Prepare Meeting Minutes**
- Coordination with PE Consultant and NDOT staff

#### **Project Forms**

- Assist PE Consultant in preparing the following forms:
  - o Purpose and Need (NDOT 213)
  - Project Description (NDOT 182)Project Details (NDOT 173)

  - o Programming Request (NDOT 530)

# **Development of Scope of Services for NEPA**

- Prepare scope of services for NEPA
- Work with PE Consultant to develop schedule from NTP to PS&E

#### SOS for NEPA Scoping Phase

#### Consultant Estimate of Hours

Project Name: Grand Island West Connector Trail Project Number: TAP-40(70) Control Number: 43028 Location (City, County): Grand Island, NE Firm Name: Benesch Consultant Project Manager: Craig Mielke
Phone/Email: 402-590-8209 / cmielke@benesch.com County Project Liaison: Tim Golka, PE
Phone/Email: 308-389-0263 / timg@grand-island.com NDOR RC: Jenna Habegger, PMP
Phone/Email: 402-479-3607 / jenna.habegger@nebraska.gov Date: October 27, 2023

TASKS	PERSONNEL CLASSIFICATIONS**											
TAGIG	PR	RLS	ENV	PM	SENG	ENG S	DES	ADM	SPC	SUR	STRE	Total
Development of Course of Comisso for NEDA												
Development of Scope of Services for NEPA				48								48
1 Project Management				6								6
2 PCM 0				12								
3 Red Flag Site Visit				4								
4 Project Forms				12								
5 Scope of services and corresponding workbook for NEPA				14								
				6								6
Travel From Travel Calcs, Tab	ESSE	ROLLES	2500	6	12200			2003	ALC:			6
Total Hours				54								54
Total Days (8 hrs)				6.8								6.8

Survey Party Chief Surveyor I Structural Engineer

SPC SUR STRE

CLASSIFICATIONS\*:
PR = Principal
RLS = Registered Land Surveyor
ENV = Environmental Scientist
ADM = Administrative
\* For Project Manager, use one of the technical classifications

 
 PM
 =
 Project Manager

 ENG
 =
 Engineer

 SDES
 =
 Senior Designer/Technician

 SENG
 =
 Senior Engineer
 \*\* 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

# **Travel Calculations & Notes**

Project Name: _ Project Number:						
Control Number:						
Date:	-					
		Dallarina NE				
	ting Location:					
		Frand Island, NE			Tuescal C	
Roundtrip distance t		340	(A)			ummary
Roundtrip travel	time (minutes):	360.00			Miles	Hours
# of Roundtrips/Staff>	PR				0	0.0
>	RLS				0	0.0
>	ENV			Carrier in Marchael	0	0.0
>	PM	1	15-14 - TO 15		340	6.0
>	SENG				0	0.0
>	ENG				0	0.0
>	SDES	Property.	10-9-1 Line 1	Description Descriptions	0	0.0
>	ADM				0	0.0
>	SPC			Control of State Action	0	0.0
>	SUR				0	0.0
>	STRE				0	0.0
				Total:	340	6.0
						•
mptions						

Notes & Assumptions	

# SOS for PE NEPA for BRO **Labor Rates**

Project Name:	Grand Island West Connector Trail
Project Number:	TAP-40(70)
Control Number:	43028
Location (City, County):	Grand Island, NE
Firm Name:	Benesch
Consultant Project Manager:	Craig Mielke
Phone/Email:	402-590-8209 / cmielke@benesch.com
County Project Liaison:	Tim Golka, PE
Phone/Email:	308-389-0263 / timg@grand-island.com
NDOR RC:	Jenna Habegger, PMP
Phone/Email:	402-479-3607 / jenna.habegger@nebraska.gov
Date:	10/27/2023

Labor (	Costs:	Hours	Blended Rate	Amount
Code	Classification Title	Hours	Dienueu Kate	Amount
PR	Principal			
RLS	Registered Land Suveyor			
ENV	Environmental Scientist			
PM	Project Manager	54	\$65.00	\$3,510.00
SENG	Senior Engineer			
ENG	Engineer			
SDES	Senior Designer/Technician			
ADM	Administrative			
SPC	Survey Party Chief			
SUR	Surveyor I			
STRE	Structural Engineer			
TOTAL	S .	54		\$3,510.00

Overhead Rate: 169.71% Fixed Fee: 11.40% FCCM (if applicable)

CLASSIFICATIONS:

ENV

ADM

PR Principal RLS

Registered Land Suveyor

**Environmental Scientist** 

Administrative

Project Manager ENG =

Engineer SDES = Senior Designer/Technician DES = Designer/Technician

SPC SUR Survey Party Chief Surveyor I

STRE Structural Engineer

### **Blended Rates Worksheet**

	STAFFING PLAN		
EMPLOYEE NAME	CLASSIFICATION <sup>1</sup>	SALARY RATE	% ASSIGNED <sup>2</sup>
roject Manager			
Craig Mielke	Senior Project Manager	\$65.00	100.00%
		Blended Rate:	\$65.00

<sup>&</sup>lt;sup>1</sup> Input actual employee classification as designated by firm.

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

# SOS for PE NEPA for BRO

#### Direct Expenses

Project Name:	Grand Island West Connector Trail
Project Number:	TAP-40(70)
Control Number:	43028
Location (City, County):	Grand Island, NE
Firm Name:	Benesch
Consultant Project Manager:	Craig Mielke
Phone/Email:	402-590-8209 / cmielke@benesch.com
County Project Liaison:	Tim Golka, PE
Phone/Email:	308-389-0263 / timg@grand-island.com
NDOR RC:	Jenna Habegger, PMP
Phone/Email:	402-479-3607 / jenna.habegger@nebraska.gov
Date:	10/27/2023

Subconsultants:	Quantity	Unit Cost	Amount
		Subtotal	
Printing and Reproduction:	Quantity	Unit Cost	Amount
		\$0.50	
			re ave
		Subtotal	
Mileage/Travel:	Quantity	Unit Cost	Amount
From Travel Calcs. Tab	340	\$0.655	\$222.70
		Subtotal	\$222.70
Lodging/Meals:	Quantity	Unit Cost	Amount
		Subtotal	
Other Miscellaneous Costs:	Quantity	Unit Cost	Amount
Misc. Survey costs	quantity		,
		Subtotal	

Subtotal	
	\$222.70
	Subtotal

Per Diem Rates: Mileage Rates:

http://www.gsa.gov/portal/category/104711 http://www.gsa.gov/portal/category/104715

2011 Standard Rates*		
Туре	Rate	
Black and White Copies Color Copies Miscellaneous Postage, Mailing, Deliveries Etc. Equipment Privately Owned Vehicle Automobile Rental Air fare	Actual reasonable cost Actual reimbursement amount to employee, not to exceed rates for company vehicles outlined above Actual reasonable cost Actual reasonable cost, giving the State all discounts	
Breakfast Lunch Dinner Incidentals Totals	Statewide Omaha/Douglas County	

 $<sup>^{\</sup>star}$  A full list of rates can be found at the following website:  $\underline{www.gsa.gov/perdiem}$ 

# SOS for PE NEPA for BRO

# Project Cost

Project Name:	Grand Island West Connector Trail
Project Number:	TAP-40(70)
Control Number:	43028
Location (City, County):	Grand Island, NE
Firm Name:	Benesch
Consultant Project Manager:	Craig Mielke
Phone/Email:	402-590-8209 / cmielke@benesch.com
LPA Responsible Charge:	Tim Golka, PE
Phone/Email:	308-389-0263 / timg@grand-island.com
NDOR Project Coordinator:	Jenna Habegger, PMP
Phone/Email:	402-479-3607 / jenna.habegger@nebraska.gov
Date:	October 27, 2023

Direct Labor Costs:		Rate	Amount
Personnel Classification	Hours		
Principal			
Registered Land Suveyor			
Environmental Scientist			
Project Manager	54	\$65.00	\$3,510.00
Senior Engineer			
Engineer			
Senior Designer/Technician			
Administrative			
Survey Party Chief			
Surveyor I			
Structural Engineer			
TOTALS	54		\$3,510.00

Direct Expenses:	Amount
Subconsultants	
Printing and Reproduction Costs	
Mileage/Travel	\$222.70
Lodging/ Meals	The state of the s
Other Miscellaneous Costs	
TOTALS	\$222.70

Total Project Costs:	Amount
Direct Labor Costs	\$3,510.00
Overhead @ 169.71%	\$5,956.82
Total Labor Costs	\$9,466.82
Fixed Fee @ 11.40%	\$1,079.22
Facility Capital Cost of Money (FCCM) @ 0.26% (direct labor cost x FCCM%)	\$9.13
Direct Expenses	\$222.70
PROJECT COST	\$10,777.87

# SOS for PE NEPA for BRO Assumptions - Notes

Project Name: Grand Island West Connector Trail

Project Number: TAP-40(70)

Control Number: 43028

Location (City, County): Grand Island, NE

Benesch

Consultant Project Manager: Craig Mielke

Phone/Email: 402-590-8209 / cmielke@benesch.com

Tim Golka, PE

308-389-0263 / timg@grand-island.com

NDOR RC: Jenna Habegger, PMP

Phone/Email: 402-479-3607 / jenna.habegger@nebraska.gov

October 27, 2023