

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JULY 19, 2011 AGENDA

Subject:	Type:	Submitted By:
CONSTRUCTION ENGINEERING		
CONTRACT AUTHORIZATION	<input checked="" type="checkbox"/> RESOLUTION	JOHN KOTTMANN
LA VISTA LINK-	<input type="checkbox"/> ORDINANCE	CITY ENGINEER/ASSISTANT
KEYSTONE TRAIL ENH-77(50)	<input type="checkbox"/> RECEIVE/FILE	PUBLIC WORKS DIRECTOR

SYNOPSIS

A resolution has been prepared authorizing the Mayor and City Clerk to sign a Task Order Agreement on behalf of the City of La Vista with The Schemmer Associates, Inc. to provide construction engineering services for the La Vista Link-Keystone Trail project, a federal-aid project designated as Project No. ENH-77(50).

FISCAL IMPACT

The FY 2010/11 Capital Improvement Program provides funding for the La Vista Link-Keystone Trail Project. The construction and construction engineering for the project are eligible for 80% Federal aid.

RECOMMENDATION

Approval

BACKGROUND

The City of La Vista submitted the La Vista Link-Keystone Trail Project for Transportation Enhancement funding in 2006 and was subsequently chosen. The project consists of a hiking/biking trail from 69th and Lillian easterly along the south side of the Sports Complex to 66th Street; thence, northerly along the east side of 66th Street to the intersection of 66th and Harrison Street connecting to the existing trail along Harrison Street. .

In order to comply with the regulations pertaining to the oversight of federal-aid projects a Construction Engineering Consultant is necessary to conduct the required observations, testing and recording keeping associated with the construction of the project. The Schemmer Associates, Inc. was selected from a list of On-Call consultants for such services and a fee for the services was negotiated using the processes set forth by the Nebraska Department of Roads.

Attached is a resolution in the format prescribed by the Nebraska Department of Roads authorizing the execution of an Engineering Services Agreement between the City of La Vista and The Schemmer Associates, Inc. The estimated cost of the construction engineering services is \$66,225.98.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN A TASK ORDER AGREEMENT WITH THE SCHEMMER ASSOCIATES, INC. TO PROVIDE CONSTRUCTION ENGINEERING SERVICES FOR THE LA VISTA LINK-KEystone TRAIL PROJECT, A FEDERAL-AID PROJECT DESIGNATED AS PROJECT NO. ENH-77(50).

WHEREAS, the City Council of the City of La Vista has determined that the La Vista Link-Keystone Trail Project is necessary; and

WHEREAS, the City of La Vista, Nebraska is developing a transportation project for which it intends to obtain Federal funds; and

WHEREAS, the City of La Vista, Nebraska as 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, the City of La Vista Nebraska and The Schemmer Associates, Inc. wish to enter into an Engineering Services Agreement to provide Construction Engineering Services for the Federal-aid project; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the Mayor to execute said Engineering Services agreement between the City of La Vista, Nebraska and The Schemmer Associates, Inc. on behalf of the City of La Vista, and the City Clerk is authorized to attest said execution.

PASSED AND APPROVED THIS 19TH DAY OF JULY, 2011.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

DISCLAIMER APPLICABLE TO
THE SIGNING OF THE ENGINEERING SERVICES AGREEMENT

The following is a resolution drafted by the Nebraska Department of Roads (NDOR) that may be used by a Local Public Agency (LPA) when executing an Engineering Services Agreement for a Federal-aid transportation project. It is offered ONLY as an example resolution that could be used by the LPA with appropriate modifications, for participation in the LPA Federal-aid program, and is subject to change. The LPA is responsible for the language in its actual resolution. Any changes to any substantive commitments of this sample resolution shall be approved in advance in writing by NDOR, or such changes will be considered null and void. The LPA is ultimately responsible for all language used in its actual resolution and in making sure that the resolution is accurate and complete and meets all requirements of Federal, State and local laws, rules, regulations, policies and guidelines, and the NDOR LPA Guidelines Manual for Federal-aid Projects.

RESOLUTION
SIGNING OF AN ENGINEERING SERVICES AGREEMENT

City of La Vista, Nebraska

Resolution No.

Whereas: the City of La Vista, Nebraska is developing a transportation project for which it intends to obtain Federal funds;

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

Whereas: the City of La Vista, Nebraska and The Schemmer Associates, Inc. wish to enter into an Engineering Services Agreement to provide Construction Engineering Services for the Federal-aid project.

Be It Resolved: by the City Council . of the City of La Vista, Nebraska that:

Douglas Kindig, the Mayor of the City of La Vista, Nebraska is hereby authorized to sign the attached Engineering Services Agreement between the City of La Vista, Nebraska and The Schemmer Associates, Inc.

Adopted this _____ day of _____, 2011 at _____ Nebraska.
(Month) (Year)

The City Council of the City of La Vista, Nebraska:

Board/Council Member _____

Moved the adoption of said resolution

Member _____ Seconded the Motion

Roll Call: _____ Yes _____ No _____ Abstained _____ Absent

Resolution adopted, signed and billed to adopted

Attest:

[Signature of City or County Clerk or Corporate Secretary]

TASK ORDER AGREEMENT

CITY OF LA VISTA
THE SCHEMMER ASSOCIATES, INC.
PROJECT NO. ENH-77(50)
CONTROL NO. 22251
LA VISTA LINK - KEYSTONE TRAIL

THIS AGREEMENT, made and entered into by and between the City of La Vista, Nebraska, hereinafter referred to as the Local Public Agency or LPA, and The Schemmer Associates, Inc., hereinafter referred to as the "Consultant

WITNESSETH:

WHEREAS, LPA has completed or is in the process of completing plans, special provisions, and standard specifications for the letting and construction of a federal-aid transportation related project, and

WHEREAS, LPA's federal-aid project is designated as Project No. ENH-77(50), and

WHEREAS, LPA has selected Consultant from a pool of on-call consultants to furnish the project construction engineering services (hereinafter the "Services") identified in this agreement, and

WHEREAS, solely for convenience, consistency and in an attempt to obtain federal funding for the consultant services, the parties intend that this Task Order Agreement, herein after referred to as Task Order, include some of the provisions of a March, 2010 Master Agreement for on-call construction engineering services between Consultant and the State of Nebraska, Department of Roads, and

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

WHEREAS, the Consultant and LPA intend that the Services provided by Consultant comply with all applicable federal-aid transportation related program requirements, so that LPA's project will be fully 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: <http://www.dor.state.ne.us/gov-aff/lpa/lpa-guidelines.pdf>, and

WHEREAS, Consultants primary contact person for LPA will be 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.

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

SECTION 1. DEFINITIONS

The definitions set out on the attached Exhibit "D" are hereby incorporated by reference into this Task Order as if fully set out herein.

SECTION 2. NOTICE TO PROCEED AND COMPLETION

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

The Consultant shall complete all work under this Task Order within 45 calendar days after the date of final acceptance of the project construction by the LPA. Any costs incurred by Consultant after the completion deadline are not eligible for federal funding reimbursement unless the Consultant has received an extension of time in writing from LPA and the LPA has federal funding approval for the extension of time.

SECTION 3. 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. LPA and Consultant agree that the Scope of Services for this Task Order will be in two parts. Part one of the Scope of Services is contained within the General Statement set out below. Part two of the Scope of Services is set out on the document attached hereto as Exhibit "E", entitled Scope of Services and Fee Proposal, which is hereby fully incorporated herein and made a part hereof by this reference. Exhibit "E" is the result of the following process:

- (1) LPA provided Consultant with a document describing the detailed proposed Scope of Services for this project
- (2) Consultant made necessary and appropriate proposed additions, deletions, and revisions to LPA's detailed Scope of Services document
- (3) 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 "E".

(4) On all construction projects, the Consultant shall develop an Environmental Compliance Checklist to track and record oversight of the environmental commitments. The Consultant shall develop a Project Commitment Checklist to track and record oversight of project specific commitments involving right of way, railroad, access, special provisions, etc. These checklists shall be developed by and maintained by the Consultant.

Consultant and LPA have agreed that Exhibit "E" sets out the Services reasonably necessary and the costs reasonably estimated for Consultant Services to adequately observe, monitor, inspect, measure, manage, document and report so that LPA's project is constructed by the contractor in compliance with the Construction Contract Documents (definition below), the Manuals (definition below), State and Federal law, rule or regulation and policy. The Consultant agrees to provide the services listed on Exhibit "E" for Project No. ENH-77(50), Control No. 22251, in Sarpy County, Nebraska.

General Statement: The Consultant services generally include, but are not limited to, project management, construction engineering, pre-construction staking, traffic control plans, conducting the preconstruction conference, staking and inspection and materials sampling and testing during project construction, monitoring environmental commitments, preparing as-built plans, progress computations, final computations, preparing contractor change orders, and work orders, and the necessary communication to insure project eligibility.

The Consultant shall review and have a working knowledge of the project plans, special provisions, standard specifications (the Standard Specifications for Highway Construction of NDOR (Current Edition), change orders and all other project related contract documents for the construction of LPA's Federal-Aid project. The project plans, special provisions, standard specifications, and other contract documents are hereby incorporated by reference into this agreement, as if they were fully set forth herein, and collectively, may be referred to as the Construction Contract Documents. Consultant shall assume the duties of "Inspector", (also referred to in the NDOR Construction Manual as "Construction Technician"); "Project Manager;" and also "Engineer" (unless the context of use of the term "Engineer" would otherwise require), as those terms are defined and duties set out in the Standard Specifications for Highway Construction (2007 Edition). Consultant shall assume that it is responsible for all duties of the "Engineer" unless notified otherwise by RC on behalf of LPA.

Additionally, Consultant shall review and have a working knowledge of the following authoritative guides and manuals related to highway construction, materials and federal aid reimbursement:

- (1) NDOR Construction Manual - Current Edition
- (2) Materials Sampling Guide
- (3) Standard Methods of Tests – 2006
- (4) The LPA Manual
- (5) The Manual on Uniform Traffic Control Devices

These documents are hereby incorporated herein by reference as if fully set forth, and these documents, collectively, may be referred to as the Manuals. Unless required otherwise by the Construction Contract Documents, Consultant shall be responsible for timely completion of all applicable checklists, tests, samples, duties, requirements and provisions of the Manuals. The Manuals will be used to determine what, when, how, the sequence, and other details of the work that must be provided by Consultant, whenever Consultant's duties in these respects are not clearly set out in the Construction Contract Documents. Consultant shall employ a sufficient number of qualified employees on the project to adequately observe, monitor, inspect, measure, manage, document, report and carry out the other duties of this agreement, so that the project is constructed by the contractor in compliance with the Construction Contract Documents, the Manuals, State and Federal law, rule or regulation and policy. Consultant shall fulfill all contract duties of inspection, project management and construction engineering for the project in a timely manner and shall communicate regularly about the progress of the construction with the LPA, through the RC, and, when appropriate for federal funding or eligibility issues, the State representative.

The Consultant shall be present at the project site when appropriate for each applicable phase of construction to inspect, observe, monitor, measure, manage, document and report on the progress of the work or as otherwise specifically agreed to by the LPA.

The parties understand that the Consultant is not responsible for the Contractor's means and methods of construction. To the extent the Construction Contract Documents and the Manuals specify sequencing of work, equipment requirements, or other construction methods, the Consultant shall keep the Owner's RC informed about the progress and quality of the portion of the work and shall advise the RC about observed or measured deficiencies in the work.

SECTION 4. FEES AND PAYMENTS

The general provisions concerning payment under this Task Order are set out on the attached Exhibit "F". The following provisions also apply:

- A. For performance of the professional Services listed on the attached Scope of Services and Fee Proposal for the project covered by this Task Order, the Consultant will be compensated for actual work performed up to a maximum of \$66,225.98. The Consultant's compensation shall not exceed the maximum without prior written approval of the LPA. For the labor work, the Consultant shall be compensated for acceptable costs in accordance with paragraph "D" of the attached Exhibit "F". Compensation for direct non-salary costs will be in accordance with paragraph "E" of the attached Exhibit "F". Progress and final payments will be based on received invoices or certified billings and compensation will be in accordance with 48 CFR 31.
- B. Occasionally, the conditions of this Task Order may change. This may be due to a change in scope which may require an adjustment of costs. In order to justify the need to modify this contract, the LPA must first determine that the situation meets the following criteria:
 - That the additional work is beyond the scope of services initially negotiated with Consultant; and
 - That the proposed Services are within the scope of the Request for Proposal under which Consultant was selected and contract entered into; and
 - That it is in the best interest of the LPA that the services be performed under this Task Order.

Once the need for a modification has been established, a Consultant Work Order will be prepared. The Consultant Work Order has been established to provide for costs to be incurred for additional work prior to execution of a supplemental agreement. The LPA shall use the process set out below:

- Consultant Work Order – DR Form 250, Exhibit "G" attached hereto and hereby made a part of this agreement, shall be used to describe and provide necessary justification for the modification of the scope of services, the deliverables, the schedule, and to document the estimated total additional fee. The Work Order must be executed to provide authorization

for the additional work and to specify when that work may begin. The Task Order will be supplemented after one or more Work Orders have been authorized and approved for funding. See Chapter 4 of the LPA Manual for the process to supplement the Task Order.

Services beyond the negotiated scope of services or fee proposal performed prior to the notice to proceed date will not be eligible for payment or for reimbursement with Federal funds.

SECTION 5. CONSULTANT TEAM MEMBERS

The Consultant has furnished a document containing a complete list of all Consultant's personnel who could possibly be involved in providing the Services required by this Task Order, along with each person's work classification and established hourly pay or labor rate. Also noted on this document are the names of the key personnel previously identified in a separate agreement between Consultant and the State of Nebraska. A true and correct copy of this document is attached hereto as EXHIBIT "B," and is incorporated into this Task Order by this reference. The labor rates set out on Exhibit "B" shall be used for payment in this Task Order. The labor rates invoiced by the consultant will be verified through the audit process. Consultant may make changes to the list of non-key personnel so long as any employee added to the list is qualified to perform the intended work.

The Consultant has also provided LPA with a document that identifies the employees from Exhibit "B" who LPA and Consultant agree will be part of the primary team for this project. The primary team is expected to be directly responsible for providing the field services for the work under this Task Order. This document shall specify the role that will be assigned to each member of the primary team. This document is attached hereto as EXHIBIT "H" and is incorporated herein by this reference. The primary team will include at least one person identified as a key person on Exhibit "B". During construction, 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.

SECTION 6. GENERAL REQUIREMENTS:

- A. The Consultant shall advise the LPA when it appears any Disadvantaged Business Enterprise (DBE) working on the project is in need of assistance.
- B. The Consultant shall make every effort to assist the Contractor or any Subcontractor in interpreting Project Plans, Special Provisions, Standard Specifications, other Construction Contract Documents, or the Manuals.

- C. The Consultant will be present at the project site or at LPA's Offices beginning on the date specified in the LPA's notice to proceed to the contractor, unless project work has not begun at the site; or, with at least 24 hours notice, at any prior date (1) when contract work begins or when materials are delivered to the project that need to be tested, sampled or inspected to verify conformance to the requirements of the Construction Contract Documents, or (2) when requested by LPA.
- D. The performance of all work under this agreement will be subject to the review and approval by the LPA, with the right of review by the State or the FHWA.
- E. All reports of field tests performed by the Consultant will be submitted weekly to the LPA (one copy) and the State Representative (two copies). Consultant will take appropriate action to reject or remedy the work or materials that do not conform with the contract documents.
- F. The Consultant shall comply with all Federal, State and local laws, rules or regulations, policies or procedures, and ordinances applicable to the work contemplated in this Task Order.
- G. Project time delays attributed solely to the Contractor or the LPA, will constitute a basis for a request for an equivalent extension of time for the Consultant. The parties understand that federal reimbursement of extra compensation must be approved in advance as described in the Fees and Payments Section of this Task Order.
- H. The sampling and testing type, method and frequency must be completed by Consultant according to the current State of Nebraska Manuals, including the Materials Sampling Guide and the State Standard Methods of Tests (www.dor.state.ne.us), and the Construction Contract Documents, or as directed by LPA. For sampling or testing issues or situations that are not covered in the Construction Contract Documents or the Manuals, Consultant shall notify LPA, provide its advice and request that LPA decide what testing type, method or frequency should be applied for this project. Any test methods or procedures that are proposed to be used and are not covered by NDOR procedures must receive prior concurrence for use from NDOR and FHWA.

SECTION 7. OWNERSHIP OF DOCUMENTS:

The diaries, reports, field books, shop drawings, surveys, plans, specifications, maps, computations, charts, and electronic project data and all other project documents prepared or obtained by Consultant under the Task Order are the property of the LPA. The Consultant shall deliver these documents to the LPA at the conclusion of the project for inclusion in the LPA's

federal-aid project file. After the project is completed, if requested by Consultant, Consultant will be provided access to LPA's federal-aid project file.

State acknowledges that such data may not be appropriate for use on an extension of the work 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 State'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 after the project acceptance by FHWA.

SECTION 8. PROFESSIONAL PERFORMANCE

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 approval of the Consultant's work product which would relieve the Consultant from liability or expense that would be connected with the Consultant's sole responsibility for the propriety and integrity of the professional work to be accomplished by the Consultant pursuant to this Task Order. 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 product 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's work product is necessary, the Consultant shall make such revisions without expense to the LPA. The Consultant shall respond to the notice of any errors, omissions or negligence within 24 hours and give immediate attention to necessary corrections. If the Consultant discovers errors in its work, it shall notify the LPA of the errors within 24 hours. Failure of the Consultant to notify the LPA will constitute a breach of this Task Order.

SECTION 9. CHANGE OF PLAN, ABANDONMENT, SUSPENSION AND TERMINATION:

The LPA has the absolute right to abandon, suspend or terminate the Task Order or to change the general scope of work 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 change of plan, abandonment, suspension, or termination. Any necessary change in Scope of Services shall follow the Consultant Work Order Process outlined in the Fee and Payment Section above.

If the LPA abandons the work, subtracts from the work, suspends the work or terminates the work as presently outlined, the Consultant shall be compensated in accordance with the provisions of 48 CFR 31, provided however, that in case of suspension, abandonment, or termination for breach of this Task Order, the LPA will have the power to suspend payments, pending the Consultant's compliance with the provisions of this Task Order. 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 Task Order.

The ownership of all of Consultant's project documents completed or partially completed at the time of such termination or abandonment will be the property of the LPA. The Consultant shall immediately deliver all documents to the LPA. All reports, records, results and working papers arising from the work of the Consultant will be the property of the LPA. The Consultant shall not release or make use of same for any purpose whatever without the specific written permission of the LPA. The Consultant will be compensated for any leased or rented equipment required on the project for the remaining time of a lease or rental contract up to a maximum time of thirty days from the date of written suspension or termination, less any credit the Consultant receives from the lessor, provided that the Consultant cannot utilize the equipment on another project.

SECTION 10. 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 agreement, LPA and Consultant agree to be bound by and hereby incorporate by this reference as if fully set forth herein, Sections 5, 6, 10 through 13 and 15 through 22 of the Master Agreement for on-call construction engineering services for LPA projects between the Nebraska Department of Roads and Consultant, dated March, 2010, with one recurring change:

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

SECTION 11. RESPONSIBILITY FOR CLAIMS AND LIABILITY (INSURANCE)

The Consultant agrees to save harmless the LPA and State/FHWA 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 work under this agreement. In this connection, the Consultant shall for the life of this agreement, carry insurance as outlined in Exhibit "C" to this Task Order, the requirements of which are hereby made a part of this agreement.

SECTION 12. LPA CERTIFICATION

By signing this agreement, I, Douglas Kindig, 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 13. ALL ENCOMPASSED

This instrument embodies the whole 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 between LPA and Consultant, either oral or written hereto.

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

STATE OF NEBRASKA)
DOUGLAS COUNTY))ss.

After being duly sworn on oath, I do hereby state that I am authorized to sign this Task Order for the firm.

EXECUTED by the Consultant on _____, 2011.

THE SCHEMMER ASSOCIATES, INC.
Steve Kathol

Principal

Subscribed and sworn to before me this _____ day of _____, 2011.

Notary Public

EXECUTED by the LPA on _____, 2011.

CITY OF LA VISTA
Douglas Kindig

Mayor

Subscribed and sworn to before me this _____ day of _____, 2011.

Clerk

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

Date

Schemmmer Associates

PR - Principal	Authority to execute contracts on behalf of firm. Responsible for corporate level, firm wide or branch office level policy implementation, business plan development and implementation, Vice-President or higher, lead firm resource for conflict/problem resolution, Licensed Professional Engineer in Nebraska
PM - Project Manager	Demonstrated competency in performing complex engineering design and senior construction inspector tasks. Manages activities of engineering design team / on-site construction inspection staff, including engineers & technicians. Manages Quality Assurance requirements on one or more design/construction engineering projects. Provides primary communication with client on status of details of design/construction project. Resource for conflict/problem resolution. BS in engineering, construction management or related field.
PE - Professional Engineer	Competent in complex transportation engineering design tasks and construction inspector tasks, oversees the activities of design/field team of technicians and inspectors. Prepares/oversees preparation design/field engineering reports. Resource for conflict/problem resolution. Possesses bachelor's degree in Engineering. Licensed Professional Engineer in Nebraska
EI - Engineer Intern	Competent in basic transportation engineering design tasks and construction inspector tasks. Performs the activities of design/field technicians and inspectors. Prepares design/field engineering reports. Possesses bachelors degree in Engineering and completion of Fundamentals of Engineering (FE) Examination
CAD Tech - CAD Designer/Technician	Performs basic transportation engineering design tasks and preparing detailed construction plans for transportation design projects. Assists with preparation of design engineering reports. Possesses high school diploma or equivalent.
Drafter	Prepares detailed construction plans for transportation design projects. Prepares project displays for public information on transportation projects. Possesses high school diploma or equivalent.
C - Clerical	Prepares project correspondance, invoicing, scheduling coordination. Maintains document filing systems for transportation projects. Possesses high school diploma or equivalent.
Survery Crew Chief	Directs work of a survey team, and competent in providing a work product described under the 'Surveyor' work classification shown below. Registered as a Land Surveyor by the Nebraska State Board of Examiners for Land Surveyors.
Surveyor	Work effort includes gathering precise measurements to identify all physical features on a site for use in the planning, design and construction of engineering projects. Includes route surveys for transportation facilities, topographic surveys to determine the relief of a particular tract of land, and hydrographic surveys to determine the shore and banks of bodies of water and depths of particular points. Includes the determination of boundaries of tracts of land or the measurement of the lengths and directions of lines forming the boundaries of the tract and the writings of descriptions of land areas for conveying purposes.
Insp 1 - Inspector 1	Conducts field testing procedures for construction materials at roadway and bridge construction sites. Completes related reports documenting tests performed, prepare/deliver samples to testing laboratory.
Insp 2 - Inspector 2	Competency in all Field Technician tasks, conduct on-site inspections of construction methods and materials including soil placement and compaction, concrete quality, placement, and reinforcing steel, and masonry. Documents inspection results in SiteManager. Communicate test results to construction site management.

KEY EMPLOYEE EMPLOYEE CLASSIFICATION

EMPLOYEE NAME

LABOR RATE

x	PR - Principal	Steve Kathol	54.47
	PR - Principal	Charly Huddleston	64.03
x	PM - Project Manager	Doug Holle	45.16
x	PE - Professional Engineer	Darin Brown	34.16
	PE - Professional Engineer	Mark Lutjeharms	45.68
	PE - Professional Engineer	Ron Woracek	42.87
	PE - Professional Engineer	Matt Sutton	45.28
	PE - Professional Engineer	Brock Beran	35.37
	PE - Professional Engineer	Todd Cochran	42.32
	PE- Professional Engineer	Marie Stamm	35.14
	PE-Professional Engineer	Joel Rossman	44.48
	CAD Tech - CAD Designer/Technician	Megan Starner	14.25
	Drafter		
	C - Clerical	Dawn Kirchert	14.25
	C - Clerical	Jill Laferriere	18.30
x	Survey Crew Chief	Mark Fredrickson	36.67
	Surveyor	Cory Gross	28.63
	Surveyor	Pat Kirk	25.05
	Surveyor	Joe Hendricks	19.92
	Surveyor	James Cantrell	24.30
	Insp 1 - Inspector 1		
x	Insp 2 - Inspector 2	Brad Elting*	25.70
	Insp 2 - Inspector 2	Terry Nocita	20.36
	Insp 2 - Inspector 2	Adam Sleeper	25.25
	Insp 2 - Inspector 2	Jon Mooberry*	25.50
	Insp 2 - Inspector 2	Don Barry	20.49
	Insp 2 - Inspector 2	Mike Fortenbury	39.88
	Insp 2 - Inspector 2	Rick Tighe	37.15
	Insp 2 - Inspector 2	Brett Drain	25.13
	Insp 2 - Inspector 2	Loras Klostermann	43.13
	Insp 2 - Inspector 2	Heath Cutler	22.25
	Insp 2 - Inspector 2	Jon Goldie	23.68

*certified erosion control inspector

EXHIBIT "C "

**INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICE PROVIDERS
LPA PROJECTS**

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 contract,
- (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:

General Liability –

Limits of at least:

\$ 1,000,000 Per Occurrence
\$ 2,000,000 General Aggregate
\$ 2,000,000 Completed Operations Aggregate (if applicable)
\$ 1,000,000 Personal/Advertising Injury

- Consultant shall be responsible for the payment of any deductibles.
- Coverage shall be provided by a standard form Commercial General Liability Policy covering bodily injury, property damage including loss of use, and personal injury.
- General Aggregate to apply on a Per Project Basis.
- The LPA shall be named as Additional Insured on a primary and non-contributory basis including completed operations (the completed work/product) for three (3) years after the work/product is complete.
- Consultant agrees to waive its rights of recovery against the LPA. Waiver of Subrogation in favor of the LPA shall be added to, or included in, the policy.
- Contractual liability coverage shall be on a broad form basis and shall not be amended by any limiting endorsements.
- If work is being done near a railroad track, the 50' railroad right of way exclusion must be deleted.
- 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 years after final acceptance and payment.

- 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.")
- **Pollution Coverage –**
- 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 \$1.0 million per occurrence or claim and \$1.0 million aggregate. 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 the Consultant.

Automobile Liability –

Limits of at least: \$ 1,000,000 CSL Per Accident

- Coverage shall apply to all Owned, Hired, and Non-Owned Autos.

Workers' Compensation –

Limits: Statutory coverage for the State where the project is located.

Employer's Liability limits: \$100,000 Each Accident

\$100,000 Disease – Per Person

\$500,000 Disease – Policy Limit

- Consultant agrees to waive its rights of recovery against the LPA. Waiver of Subrogation in favor of the LPA shall be added to, or included in, the policy

Professional Liability –

Limits of at least: \$ 1,000,000 Per Claim and Annual Aggregate

- Coverage shall be provided for three years after work/project completion.

Electronic Data and Valuable Papers –

Limits of at least: \$100,000 Electronic Data Processing Data and Media

\$25,000 Valuable Papers

Umbrella/Excess –

Limits of at least: \$1,000,000 Per Occurrence and Annual Aggregate

- Policy shall provide liability coverage in excess of the specified Employers Liability, Commercial General Liability and Auto Liability.
- The LPA, shall be an "Additional Insured".
- Consultant agrees to waive its rights of recovery against the LPA. Waiver of subrogation

in favor of the LPA shall be provided.

Additional Requirements –

- Any insurance policy shall be written by a reputable insurance company acceptable to the LPA or with a current Best's Insurance Guide Rating of A – and Class VII or better, and authorized to do business in Nebraska.
- Evidence of such insurance coverage in effect shall be provided to the LPA in the form of an Accord certificate of insurance executed by a licensed representative of the participating insurer(s).
- For so long as insurance coverage is required under this agreement, the Consultant shall have a duty to notify the LPA and the State of Nebraska Department of Roads (State) when the Consultant knows, or has reason to believe, that any insurance coverage required under this agreement will lapse, or may be canceled or terminated.

The Consultant must forward any pertinent notice of cancellation or termination to the LPA and to the State by mail (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 the Consultant shall be sent to the LPA, in care of the LPA's Responsible Charge and to the 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

- 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.
- The Limits of Coverage's set forth in this document are suggested minimum limits of coverage. The suggested limits of coverage shall not be construed to be a limitation of the liability on the part of the consultant or any of its subconsultants/tier subconsultants. The carrying of insurance described shall in no way be interpreted as relieving the consultant, subconsultant, or tier subconsultant of any responsibility of liability under the contract.
- If there is a discrepancy of coverage between this document and any other insurance specification for this project, the greater limit or coverage requirement shall prevail.

DEFINITIONS

EXHIBIT "D"

Wherever in this Task Order the following terms are used, they will have the following meaning:

"CONSULTANT" means The Schemmer Associates, Inc. and any employees thereof, whose business and mailing address is 1044 N 115th Street, Suite 300, Omaha, NE 68154, and

"LPA" for this agreement LPA means the City of La Vista, Nebraska. In this agreement, LPA may also refer generally to a Local Public Agency. 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

"LPA MANUAL" shall mean the Nebraska Department of Roads' LPA Guidelines Manual for Federal-Aid Projects, 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 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 Task Order shall mean the State on behalf of the United States Department of Transportation.

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

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

"STATE REPRESENTATIVE" means an employee of the State assigned by the State to observe whether the LPA's project meets the eligibility requirements for federal funding and to provide technical assistance when requested by the LPA, in LPAs efforts to comply with requirements for Federal-aid funded local projects.

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

To "SUSPEND" the Task Order means that the State has determined that the conditions or intentions as originally existed have changed and that the Task Order as contemplated herein should be stopped on a temporary basis. This cessation will prevail until the State determines to abandon or terminate the Task Order or to reinstate it under the conditions as defined in this Task Order.

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

A "TASK ORDER" is a separate agreement between an LPA and Consultant for Services on a specific LPA project.

LaVista Link Keystone Trail
Construction Engineering Scope of Services

Project Management

- Review and assign staff as appropriate for the construction phase, monitor project budget, prepare project progress reports and invoices, identify out-of-scope work prior to the work occurring.
- Prepare contractor change orders and work orders. Scope assumes developing up to 1 change orders and 2 work orders.
- Monitor construction progress
- Prepare pay estimates and daily diaries in Site Manager
- Review Contractors Construction Schedule

Pre-Construction Meeting

- Schemmmer to prepare for, conduct and document the pre-construction meeting

Weekly Progress Meetings

- Schemmmer to conduct construction progress meetings on a weekly basis to be attended by the inspector and project engineer. It is assumed to hold 9 weekly progress meetings during the project. The calculation of weekly meetings is based on an assumed schedule from September 6, 2011 to November 5, 2011. The inspector is already assumed to be on-site as part of the construction inspection task.

Project Review and Preparation

- Schemmmer to review plans, prepare internal file organization structure, visit site, take pre-construction photos, meet with and provide contact information to property owners along project, etc.

SWPPP Inspections/Manual Updates

- Schemmmer to conduct weekly inspections and after ½" rain events and update the SWPPP manual according to the Papillion Creek Watershed Partnership requirements.

Certified Payroll Collection and Review

- Schemmmer to collect and organize the certified payrolls for the prime and subcontractors. Schemmmer shall conduct spot checks on payrolls and conduct random wage interviews of contractor employees.

Traffic Control Plan

- Schemmmer to prepare a traffic control plan for the construction activities along 66th Street. The traffic control plan will be submitted to NDOR traffic for review prior to submitting to the Contractor. For this scope, it is assumed one traffic control plan will be prepared during the project.

Construction Inspection

- Verify the performance of the work is in conformance with the plans and specifications
- Monitor construction activities for compliance with NEPA permitting (Wetlands 404, Flood Plain, NPDES, etc.)
- Complete Environmental Compliance Checklist
- Review work zone traffic control devices daily except during winter shutdown period when its assumed no traffic control is in place.
- Collect and file all delivery tickets and material certifications
- Verify the suitability and acceptance of the material incorporated in the work

- Measure and calculate quantities of pay items
- Review change order or time extension request and forward to RC
- Contact property owners to coordinate access and property impacts during construction.
- Additional inspection due to change orders is not included in this scope of services.
- Assume 45 trips to the site.

The tasks and associated work hours are based on a 30 working day construction period from September 2011 to November 2011. Construction Inspection is assumed to require one inspector for an average of 5 hours each Working Day. In addition, inspection for non-working days will be required. It is assumed an inspector will also be on-site 4 hours per day for half of the non-working days.

Construction Consultation (Coordination with designer)

- Schemmer shall contact RC/Designer as needed to obtain plan clarifications/interpretations.

Utility Coordination (on-site)

- Schemmer shall coordinate the identified utility reconstructions and communicate with both the utility companies and the contractor.

Site Manager Diaries and Daily Work Reports

- Schemmer inspectors shall document daily contractor activities in Site Manager as well as prepare daily diaries in Site Manager. Items include progress and activities of contractors, measured quantities, controlling operation and hours worked on the controlling operation, calendar days charged and other events that take place each day.

Pay Estimates

- Schemmer to prepare, review and approve pay estimates in Site Manager according to the standard specifications (bi-weekly or monthly).

Perform Material Sampling and Testing

- Perform material sampling and testing in accordance with the NDOR Materials Sampling Guide
- Detailed breakdown of estimated tests is included in the summary of hours for testing.
- Request and place into Site Manager material certifications, test results and other certifications as required by the NDOR Materials Sampling Guide.
- Assume 17 trips to the site or plant.

Record Drawings

- Prepare record drawings according to the LPA manual

Project Closeout

- Assist RC with compiling project construction records as requested

Final Inspection

- Conduct a final project walk-through with RC and NDOR representative

Construction Staking

- Provide coordination of staking needs with Contractor.
- Recover and check existing survey control used during the preliminary engineering.
- Stake limits of construction throughout project.
- Mark removal limits.
- Stake right-of-way, construction easements.
- Provide stakes for grading at slope stake location where the proposed template intersections the existing ground at 25' intervals on each side of

the trail.

- Provide rows of paving hubs at 25' intervals. Stake radius points, end of returns and high and low points.
- For inlets, storm pipe and culverts, consultant will stake the line and grade stakes on an offset consisting of 2 stakes of line and grade at each structure.
- Stake fence relocation and cable guardrail.
- Stake silt fence
- Assume 8 trips to the site.
- All items will be staked one time. Re-staking will be considered out-of-scope. Schemmmer will invoice the Owner for the re-staking and the fee for re-staking will be withheld from Contractor payment.

CONSTRUCTION ENGINEERING / INSPECTION

Category		Hours	Rate	Amount
PR - Project Manager	0	\$ 94.00	\$ -	\$ -
PE 1 - Professional Engineer	20	\$ 50.00	\$ 1000.00	\$ 1000.00
PE 2 - Professional Engineer	62.5	\$ 50.00	\$ 3125.00	\$ 3125.00
CD-Tech	0	\$ 50.00	\$ -	\$ -
DR - Drafter	0	\$ 50.00	\$ -	\$ -
DR 1 - Drafter 1	0	\$ 50.00	\$ -	\$ -
DR 2 - Drafter 2 (ACMCDR Certified)	0	\$ 50.00	\$ -	\$ -
IMP 1 - Inspector 1 (ACMCDR Certified)	0	\$ 50.00	\$ -	\$ -
IMP 2 - Inspector 2	83	\$ 50.00	\$ 4150.00	\$ 4150.00
IMP 3 - Inspector 3	20	\$ 50.00	\$ 1000.00	\$ 1000.00
IMP 4 - Inspector 4	0	\$ 50.00	\$ -	\$ -
C - Clerical	0	\$ 14.00	\$ -	\$ -
Survey Manager	0	\$ 40.00	\$ -	\$ -
Survey Crew Chief	0	\$ 40.00	\$ -	\$ -
Survey Crew Member	0	\$ 20.00	\$ -	\$ -
Survey Crew Member	0	\$ 20.00	\$ -	\$ -
TOTAL DIRECT LABOR				\$ 19,675.18
OVERHEAD				\$ 37,233.01
TOTAL LABOR AND OVERHEAD				\$ 56,908.19
DIRECT PROJECT EXPENSES				
Management	2982.00	MI	\$ 1.00	\$ 2982.00
Manage Server	336.00	MI	\$ 1.00	\$ 336.00
Vehicle	380.00	LS	\$ 0.50	\$ 190.00
Construction Staking	50.00	LS	\$ 0.50	\$ 25.00
Photocopies	477.20	ea	\$ 0.10	\$ 47.72
Equipment & Tools	107.30	ea	\$ 1.00	\$ 107.30
Software	100.00	ea	\$ 1.00	\$ 100.00
Printing 24 x 36 Sheets (Reproducit Print)	50.00	ea	\$ 0.00	\$ 0.00
Printing 24 x 36 Sheets (Reproducit Print)	50.00	ea	\$ 0.00	\$ 0.00
TOTAL				\$ 3,200.50
SUBCONSULTANTS				
TOTAL				\$ 12,850.00
TOTAL LABOR AND OVERHEAD				\$ 56,908.19
DIRECT PROJECT EXPENSES				\$ 3,200.50
SUBCONSULTANTS				\$ 12,850.00

FEES AND PAYMENTS

EXHIBIT "F"

The following requirements will apply to each Task Order with the LPA:

- A. For performance of the work as outlined in this Task Order, the consultant will be compensated for actual work performed up to a maximum of \$66,225.98. The Consultant's compensation shall not exceed this maximum without prior written approval of the LPA. For the labor work, the Consultant shall be compensated for acceptable costs in accordance with paragraph "D" of this section. Compensation for direct non-salary costs will be in accordance with paragraph "E" of this section.
- B. The Consultant shall not receive reimbursement for any costs incurred by the Consultant prior to the Notice-to-Proceed date or after the completion deadline date stated in the Task Order with the LPA.
- C. Progress and final payments will be based on received invoices or certified billings and compensation will be in accordance with 48 CFR 31. Final payment will be based on an audit to be performed by the State at the conclusion of the work.
- D. Acceptable Costs: Under this Task Order, the acceptable costs will consist of the wages, overhead costs, and a Fee for Profit for employees' time they are working directly on the project.
 - (1) Wages are defined as the actual hours an employee works directly on the project multiplied by the established labor rates, as shown on Exhibit "B"
 - (a) Time records: The hours charged to the project must be supported by adequate time distribution records. The records must clearly indicate the distribution of hours to all activities on a daily basis for the entire pay period, and there must be a system in place to ensure that time charged to each activity is accurate.
 - (b) Hourly Rates: The hourly rates to be used in this Task Order shall be the rates set out in Exhibit "B".
 - (c) Annual adjustments: The hourly rates and personnel list for this Task Order may be reviewed and adjusted annually beginning one (1) year after full execution of the Master Agreement. Adjustment to the hourly rates and personnel list will be accomplished by a supplemental agreement to the Master Agreement. These adjusted rates and personnel lists shall be used for future Task Orders

but shall not be used to amend previously executed Task

Orders.

(2) Overhead Costs: include indirect salary costs, indirect non-salary costs, and direct salary additives that are allowable in accordance with 48 CFR 31. Overhead costs are to be allocated to the project as a percentage of direct labor costs (wages). The Consultant will be allowed to charge the project using its actual allowable overhead rate for the year the project labor was incurred. Overhead rate increases which occur during the project period will not be cause for an increase in the maximum amount established in paragraph A of this Exhibit. When an audit is performed by the State at the completion of the work, the actual allowable overhead rate for the year the project labor was incurred will be applied to the direct labor costs (wages) for that year. If a particular year's actual overhead has not yet been computed or approved by the State, the most recent years' accepted rate will be applied. The audit may result in additional funds due the Consultant or a cost due from the Consultant to the State.

(3) Fee for Profit is calculated by multiplying the sum of the wages and overhead costs billed by the negotiated fee for profit rate of "12.85%". The consultant will be paid a "fee for profit" for only the services completed at the time the services are fulfilled.

E. Direct Non-Salary Costs: Charges in this category include actual allowable expenses for personnel away from their base of permanent assignment, communication costs, document reproduction and printing costs, computer charges, special equipment and materials required for the project, special insurance premiums if required solely for this Task Order, and such other similar items.

A non-salary cost cannot be charged as a direct cost and also be included in the Consultant's overhead rate. If, for reasons of practicality, the consultant is treating a direct non-salary 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.

Payment for eligible direct non-salary costs must be made on receipted invoices whenever possible, or on certified billings of the Consultant. For purposes of standardization on this Task Order, the following expenses will be reimbursed at actual costs, not to exceed the rates as shown below.

Company Automobile/Pick-up truck - The reimbursement for automobile/pick-up truck mileage shall be the prevailing standard rate as established by the Internal Revenue Services through its Revenue Procedures - currently 55.5 cents per mile.

Company Survey Vehicle - Currently 58 cents per mile (2.5 cents above Company Automobile/Pick-up truck)

Privately Owned Vehicle - Actual reimbursement to employee, not to exceed rates shown 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 and fees:** Not to

exceed the federal lodging reimbursement guidelines,

as periodically determined by the U.S. General

Services Administration – currently at the following

rates:

Not to exceed *\$70.00 per person daily

*Omaha/Douglas County, not to exceed

\$101.00 per person daily

Meals - **Actual cost – including tax and gratuity:** Not to exceed the federal per meal reimbursement guidelines, as periodically determined by the U.S. General Services Administration – currently at the following rates:

	Statewide	Omaha/Douglas County
Breakfast	\$ 7.00	\$ 10.00
Lunch	11.00	15.00
Dinner	<u>23.00</u>	<u>31.00</u>
Totals	<u>\$41.00</u>	<u>\$56.00</u> <u>(Includes tax and gratuity)</u>

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

Breakfast: (a) Employee is required to depart at or before 6:30 a.m., or
(b) Employee is on overnight travel.

Lunch:

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

Dinner:

- (a) Employee returns from overnight travel
or work location at or after 7:00 p.m., or
- (b) Employee is on overnight travel.

Meals are not eligible for reimbursement if the
employee eats within 20 miles of the headquarters
town of the employee.

The Consultant shall note the actual lodging and meal costs in a
daily diary, expense report, or on the individual's time report
along with the time of departure to the project and time of return
to the headquarters town. The total daily meal costs must not
exceed \$41.00 per person, with the exception of Omaha/Douglas
County, which must not exceed \$56.00 per person (includes tax
and gratuity). When requested by LPA or State, the Consultant
will provide a copy of the meal receipts.

F. The Consultant shall submit invoices to the LPA at a minimum of monthly intervals
and in accordance with the "LPA Procedure for Processing Invoices" located on the
State's webpage at: www.transportation.nebraska.gov/gov-aff/downloads.htm.

The invoices must present acceptable direct labor, actual overhead, actual
direct non-salary costs, as well as fee for profit. The invoices must identify each
employee by name and classification, the hours worked, and each individual's
acceptable labor cost applying the labor rates stated in Exhibit "B". Direct non-
salary expenses must be itemized and provide a complete description of each item
billed. See LPA Guidelines Manual for Federal-Aid projects, Chapter 13,
Section 13.3, paragraph 4, for additional requirements.

Each monthly invoice must be substantiated by a progress report which is to
include/address, as a minimum:

1. A description of the work completed for that period

2. A description of the work anticipated for the next pay period
3. Information needed from LPA
4. Percent of work completed to date
5. A completed "Cost Breakdown Form" which is located on the State's webpage at www.transportation.nebraska.gov/rfp.

If the Consultant does not submit a monthly invoice, it shall submit its progress report monthly.

H. The State, on behalf of LPA, will make every effort to pay the Consultant within 30 days of receipt of the Consultant's invoices. Payments are dependent upon whether the monthly progress reports provide adequate substantiation for the work and whether the State determines that the work submitted is satisfactory. Upon determination that the work was adequately substantiated and satisfactory, payment will be made in the amount of 95 percent of the billed actual costs. The final 5% will be paid upon completion of the work required under this Task Order, acceptance by the LPA and State, and a final audit of all invoiced amounts has been completed by the State or its authorized representative. The Consultant agrees to reimburse the State for any overpayments discovered by the State or its authorized representative.

The acceptance by the Consultant of the final payment will constitute and operate as a release to the LPA and State for all claims and liability to the Consultant, its representatives, and assigns, for any and all things done, furnished, or relating to the services rendered by or in connection with the Master Agreement or any part thereof.

I. The Consultant shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such materials available for examination at its office at all reasonable times during the agreement period and for three years from the date of final project acceptance by FHWA under this agreement. Such materials must be available for inspection by the State, FHWA, or any authorized representative of the federal government, and copies thereof shall be furnished by the Consultant, when requested.

Consultant Work Order (Local Projects)

Project No.:		Control No.:																																			
Consultant: (Name and Representative)		Agreement No.:																																			
LPA: (Name and Representative)		Work Order No.:																																			
<p>All parties agree the following described work needs to be performed by the consultant as part of the referenced project. All parties concur and hereby give notice to proceed based on the following: justification to modify contract, scope of services, deliverables, schedule, and estimated total fee. All other terms of existing agreements between the parties are still in effect. It is understood by all parties that the work described herein will become part of a future supplement to the agreement indicated above.</p> <p>Justification to modify agreement: (Include scope of services, deliverables, and schedule)</p>																																					
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Work Title</th> <th colspan="2" style="text-align: center;">Summary of Fee</th> </tr> </thead> <tbody> <tr> <td></td> <td style="text-align: center;">A. Total Direct Labor Cost</td> <td style="text-align: center;">=</td> </tr> <tr> <td></td> <td style="text-align: center;">B. Overhead (Factor * x A)</td> <td style="text-align: center;">=</td> </tr> <tr> <td></td> <td style="text-align: center;">C. A + B</td> <td style="text-align: center;">=</td> </tr> <tr> <td></td> <td style="text-align: center;">D. Profit/Fee (Factor ** x C)</td> <td style="text-align: center;">=</td> </tr> <tr> <td style="text-align: right;">*Overhead Factor:</td> <td style="text-align: center;">%</td> <td style="text-align: center;">E. Direct Non-Labor Cost</td> <td style="text-align: center;">=</td> </tr> <tr> <td style="text-align: right;">**Profit/Fee Factor:</td> <td style="text-align: center;">%</td> <td style="text-align: center;">F. Subconsultant Services</td> <td style="text-align: center;">=</td> </tr> <tr> <td colspan="2" style="text-align: right;">Total Fee Notes:</td> <td colspan="2" style="text-align: center;">TOTAL FEE: C + D + E + F</td> </tr> <tr> <td colspan="2"></td> <td colspan="2" style="text-align: center;"><input type="checkbox"/> ESTIMATED TOTAL FEE:</td> </tr> <tr> <td colspan="2"></td> <td colspan="2" style="text-align: center;"><input type="checkbox"/> FINAL TOTAL FEE:</td> </tr> </tbody> </table>			Work Title	Summary of Fee			A. Total Direct Labor Cost	=		B. Overhead (Factor * x A)	=		C. A + B	=		D. Profit/Fee (Factor ** x C)	=	*Overhead Factor:	%	E. Direct Non-Labor Cost	=	**Profit/Fee Factor:	%	F. Subconsultant Services	=	Total Fee Notes:		TOTAL FEE: C + D + E + F				<input type="checkbox"/> ESTIMATED TOTAL FEE:				<input type="checkbox"/> FINAL TOTAL FEE:	
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		<input type="checkbox"/> FINAL TOTAL FEE:																																			

Work Order Authorization – May be granted by email and attached to this document.

Consultant:

Name _____ Signature _____ Date _____

LPA: _____

Name _____ Signature _____ Date _____

LPD PC (for Preliminary Engineering) and State Rep. (for Construction Engineering):

Name _____ Signature _____ Date _____

FHWA: _____

Name _____ Signature _____ Date _____

Notice to Proceed
will be granted by
email by LPD PC.

Notice to Proceed Date:

Distribution: Consultant, LPA – RC, State Rep., FHWA, LPD PC, NDOR Agreements Engineer, Highway Funds Manager

DR Form 250, October 2010

Exhibit "G"

**PRIMARY TEAM MEMBERS
EXHIBIT "H"**

The Schemmer Associates, Inc.

<u>EMPLOYEE CLASSIFICATION</u>	<u>EMPLOYEE NAME</u>
Project Manager	Doug Holle
Construction Inspector	Brad Elting
Construction Inspector	Jon Goldie
Survey Crew Chief	Mark Fredrickson