

10/01/2010

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION AUTHORIZING CHAIRMAN TO SIGN TASK ORDER AGREEMENT
FOR IMPROVEMENTS TO THE INTERSECTION OF 156th STREET & WEST GILES
ROAD IN SARPY COUNTY, NEBRASKA

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2007), the County has the power to do all acts in relation to the concerns of the county necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 2007), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, a Task Order Agreement has been proposed to hire The Schemmer Associates, Inc., to perform project construction engineering services for improvements to the intersection of 156th Street and West Giles Road in Sarpy County, Project No. MAPA-3772(1), CN No. 22408; and,

WHEREAS, said agreement is subject to local project contributions and other conditions of Federal-Aid funding, including local contributions.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT, pursuant to the statutory authority set forth above, the Agreement with The Schemmer Associates, Inc. for project engineering services for improvements to the intersection of 156th Street and West Giles Road, a copy of which is attached hereto, is hereby approved.

BE IT FURTHER RESOLVED that Chair and Clerk are hereby authorized to execute said agreement on behalf of Sarpy County, Nebraska.

DATED this 28th day of September, 2010.

Moved by Rusty Hike, seconded by Rich Jansen, that the above Resolution be adopted. Carried.

YEAS:

NAYS:

ABSENT:

[Signature]

none

none

[Signature]

[Signature]

[Signature]

ABSTAIN:

none



[Signature]
County Clerk

Approved as to form:

[Signature]
Deputy County Attorney

RESOLUTION

SIGNING OF AN ENGINEERING SERVICES AGREEMENT

Sarpy County

Resolution No. _____

Whereas: Certain transportation facilities (roads, streets, trails, and others) in Sarpy County have been designated as being eligible for federal funds by the Federal Highway Administration in compliance with federal laws pertaining thereto;

Whereas: Sarpy County desires to continue to participate in Federal-Aid transportation construction programs;

Whereas: The Nebraska Department of Roads as a recipient of said Federal funds is charged with oversight of the expenditures of said funds;

Whereas: Sarpy County as a sub-recipient of said 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: Sarpy County understands that the failure to meet all requirements for federal funding could lead to a project(s) being declared ineligible for federal funds, which could result in Sarpy County being required to repay some or all of the federal funds expended for a project(s).

Whereas: Sarpy County 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 Board of Commissioners of Sarpy County that:

Joni Albrecht, Chairperson of the Board, is hereby authorized to sign the attached Engineering Services Agreement between Sarpy County and The Schemmer Associates, Inc.

Sarpy County is committed to providing local funds for the project as required by the Project Program Agreement.

Adopted this 28th day of September, 2010 at Papillion, Nebraska.
(Month) (Year)

The Board of Commissioners of Sarpy County

Handwritten signatures of Board members: Rusty Hike, Joni Albrecht, Thomas J. Richard, and Richard W. Jansen.



Attest:

Handwritten signature of Debra Mountain, County Clerk, with the label '[Signature of County Clerk]' below it.

Board/Council Member BUSTY Hike
Moved the adoption of said resolution
Member Rich Jansen Seconded the Motion
Roll Call: 4 Yes 0 No 0 Abstained 0 Absent
Resolution adopted, signed and billed as adopted

Handwritten text, possibly a signature or name, written in cursive script.

TASK ORDER AGREEMENT

SARPY COUNTY
THE SCHEMMER ASSOCIATES, INC.
PROJECT NO. MAPA-3772(1)
CONTROL NO. 22408
156TH ST & GILES RD – SARPY COUNTY

THIS AGREEMENT, made and entered into by and between the Sarpy County ,
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. MAPA-3772(1), 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

BK1075

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".

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 MAPA-3772(1), 156th St & Giles Rd, 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 \$54,112.57. 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 receipted 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 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, Joni Albrecht, 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.

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.

SCHEMMER 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 correspondence, invoicing, scheduling coordination. Maintains document filing systems for transportation projects. Possesses high school diploma or equivalent.
Survey 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.

SCHEMMER ASSOCIATES

KEY EMPLOYEE EMPLOYEE CLASSIFICATION EMPLOYEE NAME LABOR RATE

X	PR - Principal	Steve Kathol	52.89
	PR - Principal	Linda Beacham	61.29
	PR - Principal	Charly Huddleston	62.10
X	PM - Project Manager	Doug Holle	43.84
X	PE - Professional Engineer	Darin Brown	33.66
	PE - Professional Engineer	Mark Lutjeharms	45.00
	PE - Professional Engineer	Ron Woracek	42.87
	PE - Professional Engineer	Matt Sutton	43.75
	PE - Professional Engineer	Brock Beran	34.17
	PE - Professional Engineer	Todd Cochran	38.47
	EI - Engineer Intern	Nate Hall	21.64
	CAD Tech - CAD Designer/Technician	Megan Starner	19.05
	CAD Tech - CAD Designer/Technician	Heath Cutler	21.50
	CAD Tech - CAD Designer/Technician	Louis Cesar	22.00
	Drafter		
	C - Clerical	Dawn Kirchert	13.00
	C - Clerical	Jill Laferriere	17.40
	C - Clerical	Mary Ellen Brent	17.40
X	Survey Crew Chief	Mark Fredrickson	35.78
	Surveyor	Cory Gross	27.80
	Surveyor	Pat Kirk	24.20
	Surveyor	Joe Hendricks	19.25
	Surveyor	Matt Reiff	20.25
	Insp 1 - Inspector 1		
X	Insp 2 - Inspector 2	*Brad Elting	29.70
	Insp 2 - Inspector 2	Terry Nocita	20.06
	Insp 2 - Inspector 2	Adam Sleeper	25.00
	Insp 2 - Inspector 2	*Jon Mooberry	25.00
	Insp 2 - Inspector 2	Don Barry	19.80
	Insp 2 - Inspector 2	Bob Hillyer	17.50
	Insp 2 - Inspector 2	Scott Krous	24.75
	Insp 2 - Inspector 2	Mike Fortenbury	38.71
	Insp 2 - Inspector 2	Rick Tighe	36.06
	Insp 2 - Inspector 2	Brett Drain	24.40
X	Insp 2 - Inspector 2	Loras Klostermann - Materials	41.67
	Insp 2 - Inspector 2	Bill Arneson - Material Testing	26.21
	Insp 2 - Inspector 2	Jon Goldie - Material Testing	22.88

*Certified Erosion and Sediment Control Inspectors

- 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 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

- 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

- 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), and must contain a clause granting at least 30 days prior written notice to the LPA of intent to affect cancellation.
- 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 North 115th Street, Omaha, NE 68154-4416 and

"LPA" for this agreement LPA means Sarpy County. 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.

**SCOPE OF SERVICES AND FEE
EXHIBIT "E"**

SOS/CE (Schemmers)
PROJECT NAME - 156th St/Giles Rd. - Sarpy County
PROJECT NO. MAPA-3772(1) CN 22408
MANHOOR AND FEE ESTIMATE
CONSTRUCTION ENGINEERING / INSPECTION

Task	Task Description	PR	PM	PE	EI	CAD Tech	Drafter	Insp 1	Testing Insp 2	Plant Test Insp 3	Environ Insp 4	Clerical	Survey Chief	Survey Crew	Survey Crew	Total
SOS/CE																
1	Project Management	4	17									4				4
2	Meetings		11.5					2								2
3	Traffic Control Plan		4													0
4	Construction Survey/Staking		6										21	92	0	113
5	Shop Drawing Review															0
6	Construction Consultation		4													0
7	Construction Inspection		20					200								200
8	Perform Material Sampling and Testing								57							57
9	Record Drawings		4					20								20
10	Project Closeout		16					40								40
11	Final Inspection		4					4								4
12	SWPPP															0
	Travel time	0	17					19	14				4	8	0	62
	Totals	4	103.5	0	0	0	0	285	71	0	0	4	25	100	0	592.5
	Time minus travel	4	86.5	0	0	0	0	266	57	0	0	4	21	92	0	440
	Hours/day	0	4	0	0	0	0	13	3	0	0	0	1	5	0	16

DIRECT LABOR COST SUMMARY

Category	Hours	Rate	Amount
PR - Principal	4		\$ 211.56
PM - Project Manager	103.5		\$ 4,537.44
PE - Professional Engineer	0		\$ -
EI - Engineer Intern	0		\$ -
CAD Tech	0		\$ -
Drafter	0		\$ -
Insp 1 - Inspector 1	285		\$ 7,125.00
Insp 2 - Inspector 2 (ACI/NDOR Certified) Field	71		\$ 1,699.74
Insp 3 - Inspector 3 (ACI/NDOR Certified) Plant Inspector	0		\$ -
Insp 4 - Inspector 4 Environmental	0		\$ -
C - Clerical	4		\$ 69.60
Survey Crew Chief	25		\$ 643.50
Survey Crew	100		\$ 2,025.00
			\$ -

TOTAL DIRECT LABOR

592.5 \$ 16,311.84

OVERHEAD

\$ 29,769.11

TOTAL LABOR AND OVERHEAD

\$ 46,080.95

DIRECT PROJECT EXPENSES

Category	Quantity	Unit	Rate	Cost
Mileage	22.0	mi.	\$0.50 /mi.	\$1,100.00
Mileage: Survey Vehicle	14.0	mi.	\$0.53 /mi.	\$73.50
Concrete Cylinder Supplies	8	set	\$35.00 /set	\$280.00
Photocopies	6	copies	\$0.10 /copy	\$0.60
Soil Density Equipment	12	each	\$10.00 /test	\$120.00
Pavement Core Equipment Rental	1	LS	\$400.00	\$400.00
Misc. supplies	1	LS	\$300.00	\$300.00
Outside Audit	1	each	\$2,500.00	\$2,500.00
TOTAL DIRECT PROJECT EXPENSES				\$2,271.50

SUBCONSULTANTS

Category	Cost
Testing Lab	\$5,780.12
Specialty Subconsultant	\$0.00
TOTAL LABOR AND OVERHEAD	\$46,080.95
FIXED FEE PERCENT	\$5,780.12
DIRECT PROJECT EXPENSES	\$2,271.50
SUBCONSULTANTS	\$0.00

TOTAL FEE \$54,112.57

Meetings							
PM	PE	EI	Insp 1	Insp 2	Insp 3	Insp 4	RC

Construction Cost \$198,938.17
27.20%

Project Management: 6 percent of hours
Meetings: Precon (4 hr prep & meeting), progress meetings (assume 5*1.5)
Traffic Control Plan: CE to develop 1 traffic control plan
Construction Survey/Staking: See Attached
Shop Drawing Review: Not part of scope
Construction Consultation: Coordination w/Designer
Construction Inspection: See below
Perform Material Sampling and Testing: See Attached
Record Drawings: Provide RC with As-built plans
Project closeout: Assemble and deliver construction records to RC
Final Inspection: Walk through inspection and preparation of a punch list (1 - 4hr meetings)

Working Days	
april	15
may	15
june	20
july	20
august	20
september	15
october	15
november	15

Travel Time/Mileage Calculations
10.0 Distance from Omaha Schemmer office to Project (observer trips)
22.0 Distance from Council Bluffs Schemmer office to Project (material testing trips)
45.0 Distance from Lincoln Schemmer office to Project (Project Manager trips)
0.3 Travel time one-way at 35 mph (Omaha)
0.5 Travel time one-way at 45 mph min (Council Bluffs)
0.7 Travel time one-way at 65 mph min (Lincoln)
32 Inspector (Insp 1) trips (6 days/week from Omaha office)
14 Inspector (Insp 2) trips (assume 14 from CB office)
7 Survey trips (7 trips from Omaha office)
12 PE/PM trips (precon, 2/week, walkthrough)

640 Inspector Miles (32 trips)
616 Material tester Miles (18
1080 PM Miles
2336

Construction Inspection
Construction Inspection
Conduct wage rate interviews
Maintain project DWR, files, and records in SiteManager
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.)
Review work zone traffic control devices daily
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
Prepare Contractor Pay Estimates and submit to RC
Review change order or time extension request and forward to RC
Communicate and coordinate plan revisions and change orders with the Designer

**SCOPE OF SURVEY SERVICES
EXHIBIT "E"**

PROJECT NAME - 156th St./Giles Rd. - Sarpy County
 PROJECT NO. MAPA-3772(1) CN 22408
 MANHOOR AND FEE ESTIMATE
 CONSTRUCTION ENGINEERING / INSPECTION

Construction Survey/Staking:	Hours		
	Crew Chief	Crew Member	Inspector
Roadway Staking			
Coordination (CAD Files)	4		
Control	2	8	
ROW			
Removals	2	8	
Rough Grading (CL and Slope stakes)	4	16	
Paving Hubs (4 rows of hubs at 25' intervals for 575')	4	40	
Temporary Traffic Control			
Permanent Striping	2	8	
Signal poles	1	4	
Concrete Flumes	2	8	
Subtotal	21	92	0
Bridge Staking			
Coordination			
Substructure			
Shim Shots			
Grading			
Stake Channel			
Periodic checks during construction			
Subtotal	0	0	0
Total	21	92	0

**ESTIMATE OF MATERIAL TESTING
EXHIBIT "E"**

Testing
PROJECT NAME - 156th St/Giles Rd. - Sarpy County
PROJECT NO. MAPA-3772(1) CN 22408
MANHOUR AND FEE ESTIMATE
CONSTRUCTION ENGINEERING / INSPECTION

	Lab Standard Proctor	Field Density Test	Field Moisture Test	Field Gradation Test	Establish Rolling Pattern	Plant Tech Test			Field Tech Test				Unconfined Compression Cylinder Test	Core Thickness	Hours for Testing	# Trips	Comments
						Sample Aggregate	Sieve Fine & Course	Moisture	Air	Slump	Unit Weight	Yield					
Excavation																	
foundation course (2495 sy) assume 1 gradation and 4 densities		4	4	1	2										8	3	assume 4 field densities (2 trips, 1 hr/test), one lab gradation (2 hr) and establishing rolling pattern (1 trip, 2 hr)
Subgrade (2495 sy)	1	8	8											12.0	2	assume 1 hour/density and documentation & 4 hours/proctor	
														0	2	assume 6 density tests per hour & 2 hours/proctor	
9" pavement (2495 sy) assume 3 pours						3	3	3	3	3	3	3	12	3	20	4	plant testing (3 trips plus 4hr/plant test), one trip for all the cores, field testing (by inspector), concrete breaks (0.5 hr/break)
Concrete Driveway (80 sy) assume 1 pour						1	1	1	1	1	1	1	3		5.5	1	plant testing (1 trip plus 4hr/plant test), field testing (by inspector), concrete breaks (0.5 hr/break)
pole foundations (4 ea) (assume 2 pours)						2	2	2	2	2	2	2	6		11	2	plant testing (2 trips plus 4hr/plant test), field testing (by inspector), concrete breaks (0.5 hr/break)
Totals	1	12	12	1	2	6	6	6	6	6	6	6	21	3	57	14	

DETAILED SCOPE OF SERVICES
EXHIBIT "E"
156th and Giles Streets, Sarpy County
Construction Engineering Scope of Services

The tasks and associated work hours are based on a 20 working day construction period.

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.
- Monitor construction progress
- Prepare pay estimates
- Review Contractors Construction Schedule

Meetings

- Schemmer to prepare for and conduct pre-construction meeting.
- Schemmer to conduct construction progress meetings on a weekly basis to be attended by the inspector and project engineer.

Construction Staking

- Provide coordination of staking needs with Contractor.
- Recover and check existing survey control used during the preliminary engineering.
- Provide removal limits.
- Provide stakes for rough grading at centreline and slope stakes.
- Provide four rows of paving hubs at 25' intervals. Stake radius points, end of returns and high and low points.
- Stake end points of pavement markings and at 100' intervals.
- Stake signal pole locations
- Stake concrete flume locations
- 7 trips to the site.
- All items will be staked one time. Re-staking will be considered out-of-scope.

Shop Drawing Review (Coordination with designer)

- Project engineer shall coordinate with RC for shop drawing review

Construction Consultation (Coordination with designer)

- Project engineer shall contact RC as needed to obtain plan clarifications/interpretations.

Construction Inspection/Site Manager Input

- Conduct photo log of pre-construction conditions throughout project area
- Conduct wage rate interviews
- Maintain project field diaries, files, and records in Site Manager
- 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.)
- Review work zone traffic control devices daily
- 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
- Develop Contractor Pay Estimates and submit to RC

Project No.: MAPA – 3772(1)

Control No.: 22408

Location: 156th Street/Giles Road, Sarpy County

Exhibit "E"
Sheet 4 of 5

**DETAILED SCOPE OF SERVICES
EXHIBIT "E"**

- Review change order or time extension request and forward to RC
- Conduct SWPPP inspections bi-weekly and after ½" of rainfall

Material Testing

- Perform material sampling and testing in accordance with the NDOR Materials Sampling Guide
- Detailed breakdown of estimated tests is included in the testing summary.

Record Drawings

- Prepare record drawings according to the LPA manual

Final Inspection

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

Project Closeout

- Assist RC with compiling project construction records as requested
- Coordinate the completion of NDOR Form 299

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 \$54,112.57. 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 receipted 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

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 \$54,112.57. 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.
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- (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 12.50%. 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 50 cents per mile.

Company Survey Vehicle - Currently 52.5 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> (Includes tax and gratuity)

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: <i>(Name and Representative)</i>	Agreement No.:	Work Order No.:
LPA: <i>(Name and Representative)</i>		Constr. Change Order No.: <i>(If applicable)</i>

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.

Justification to modify agreement: *(Include scope of services, deliverables, and schedule)*

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:	

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

Consultant:

<i>Name</i>	<i>Signature</i>	<i>Date</i>

LPA:

<i>Name</i>	<i>Signature</i>	<i>Date</i>

NDOR Representative:

<i>Name</i>	<i>Signature</i>	<i>Date</i>

FHWA:

<i>Name</i>	<i>Signature</i>	<i>Date</i>

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

Notice to Proceed Date:

Distribution: Consultant, LPA – RC, NDOR – Project Rep., FHWA, NDOR-LPD PC, NDOR Agreements Engr.

**PRIMARY TEAM MEMBERS
EXHIBIT "H"**

The Schemmer Associates, Inc.

<u>EMPLOYEE CLASSIFICATION</u>	<u>EMPLOYEE NAME</u>
Project Manager	Doug Holle, PE
Professional Engineer	Darin Brown, PE
Construction Inspector 2	Brad Elting