

CITY OF CRETE, NEBRASKA
CITY COUNCIL REGULAR MEETING
June 6, 2017

Notice of the meeting was given by posting and publishing in The Crete News, the appointed method for giving notice as shown by the Proof of Publication attached to the minutes. Advance notice of the meeting was also given to the Mayor and City Council. Pursuant to Section 84-1412(8) of the Nebraska Open Meetings Act, the City has posted a current copy of the Open Meetings Act, Laws of the State of Nebraska in the back of the Council Chambers. Additional copies are available to read. The City may consider items listed on the agenda in random order. All proceedings shown were taken while the meeting was open to the attendance of the public.

Those in attendance pledged allegiance to the flag.

1. Open Meeting

2. Roll Call

3. Special Order of Business

3.A. Street Vacation Request

5/16/17 City Council: Postpone action on the request to vacate Ivy Avenue from 13th Street to 14th Street until the June 6th regular meeting Carried with a motion by Judy Henning and a second by Dale Strehle.

Kyle Frans: Aye, Judy Henning: Aye, Jack Oelschlager: Aye, Travis Sears: Aye, Dale Strehle: Aye
Aye: 5, No: 0

6/6/17 Public Works: Recommend that the north half of Ivy Avenue between 13th Street and 14th Street be vacated and title retained for sale to the St. James Church Carried with a motion by Travis Sears and a second by Judy Henning.

David Bauer: Aye, Judy Henning: Aye, Travis Sears: Aye
Aye: 3, No: 0

3.B. MEAN Arbitration with City of Sidney

3.C. Resolution - 2017-19 Professional Services Agreement

6/6/17 Public Works: Recommend that the Resolution be approved as presented Carried with a motion by Travis Sears and a second by Judy Henning.

David Bauer: Aye, Judy Henning: Aye, Travis Sears: Aye
Aye: 3, No: 0

3.D. Asbestos Inspection of Old Hospital

6/6/17 Public Works: Recommend that the proposal be approved for inspection of the old hospital for hazardous materials at a cost of \$3,900 Carried with a motion by Judy Henning and a second by Travis Sears.

David Bauer: Aye, Judy Henning: Aye, Travis Sears: Aye
Aye: 3, No: 0

3.E. Subdivision of Old WWTP

6/6/17 Public Works: Recommend approval of the subdivision as presented and forward to the Planning Commission for review Carried with a motion by Travis Sears and a second by Judy Henning.

David Bauer: Aye, Judy Henning: Aye, Travis Sears: Aye
Aye: 3, No: 0

3.F. Code Amendment to Allow Chickens

4. Officers' Reports

5. Adjournment

Mayor

(SEAL)

City Clerk-Treasurer

I, Jerry Wilcox, City Clerk for the City of Crete, hereby certify that the foregoing is a true and correct copy of the proceedings had and done by the Mayor and Council. I hereby certify that a copy of the Open Meetings Act was posted in the back of the Council Chambers. I certify that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the City Clerk. I certify that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting and that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public. I certify that the minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of the City Council. I certify that all news media requesting notification concerning meetings of the City Council were provided with advance notification of the time and place of said meeting and the subjects to be discussed.

City Clerk-Treasurer

(S E A L)

Public Works Committee Meeting
June 06, 2017 5:00 PM
City Hall
Council Chambers
243 East 13th Street

1. Open Meeting

The City has posted a copy of the Open Meetings Act, Laws of the State of Nebraska, in the back of the council chambers. Additional copies are available to read, if anyone wishes one during this meeting, please advise. As each agenda item is considered, if there are any questions concerning the agenda item please advise. The Committee may consider items listed on the agenda in random order. The City has assisted listening devices available, if needed please advise. This meeting was posted in three public places to-wit:

City Hall - 1st Floor
Post Office - Lobby
City Bank and Trust - Front Entry

2. Roll Call

Attendance of Committee members will be recorded to determine the presence of a quorum for official actions.

3. Special Order of Business

The Committee may take action to hear testimony in favor of or in opposition to, discuss/limit discussion and take action to approve or disapprove a recommendation to the City Council on any matter presented under this title.

A. Street Vacation Request

The Public Works Committee has reviewed the Sacred Heart Church request to vacate Ivy Avenue

B. MEAN Arbitration with City of Sidney

Discuss action taken by MEAN in dispute with the City of Sidney

C. Resolution - 2017-19 Professional Services Agreement

A resolution authorizing the Mayor to execute a NEPA Services Agreement with Alfred Benesh and Company for NEPA on the Tuxedo Park Bridge

D. Asbestos Inspection of Old Hospital

New Horizons has submitted a proposal to assess the presence of asbestos in the old hospital.

E. Subdivision of Old WWTP

Review a subdivision of the old WWTP property

F. Code Amendment to Allow Chickens

Consider an amendment to City Code to allow for the harboring of chickens within the City

4. Officers' Reports

Reports may be given by Department Heads, other Committees and Council members concerning current operations of the City. Questions may be asked and answered. No action can be taken by the Committee on matters presented under this title except to answer any question posed and to refer the matter for further action.

5. Adjournment

The City Council Committee will review the above matters and take such actions as they deem appropriate. The Committee may enter into closed session to discuss any matter on this agenda when it is determined by the Committee that it is clearly necessary for protection of the public interest or the prevention of needless injury to the reputation of an individual and if such an individual has not requested a public meeting, or as otherwise allowed by law. Any closed session shall be limited to the subject matter for which the closed session was called. If the motion to close passes, then the presiding officer immediately prior to the closed session shall restate on the record the limitation of the

subject matter of the closed session. The City of Crete assures that no person shall on the grounds of race, color, national origin, age, disability, handicap or sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity of the City receiving Federal financial assistance. To report discrimination, contact the City Clerk's office.



Tuesday May 22, 2017

Tom Ourada
City of Crete
243 East 13th Street
Crete, NE 68333

Dear Tom

Sacred Heart Catholic Church is asking the City of Crete to vacate/purchase Ivy Street from 14th Street, south to the east/west alley. We are requesting to vacate the street as part of our proposed expansion plans of phase I, as per the City of Crete's resolution No. 20133-27.

We also would like to pursue purchasing the south half of Ivy from the east/west alley south to 13th street in the near future as our project continues.

Please let us know if you need additional information. On behalf of the Sacred Heart Parish, and the building committee, I sincerely thank you for working with us to help build a stronger community and improve our city of Crete.

Respectfully submitted,

Father Steve Major, pastor

Sacred Heart Catholic Church of Crete

Cc: Dale Korbelik

Task Order Agreement No.	BK1730
Master Agreement No.	VK1603
Effective (NTP) Date	
Task Order Amount	C+FF \$56,251.64

ON-CALL PROFESSIONAL SERVICES TASK ORDER AGREEMENT LPA PROJECTS

CITY OF CRETE
ALFRED BENESCH & COMPANY
PROJECT NO. BRM-7076(24)
CONTROL NO. 13361
TUXEDO PARK ROAD
NEPA SERVICES

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

WHEREAS, in accordance with the terms of the On-Call Professional Services Master Agreement No. VK1603 ("Master Agreement"), State has selected several consultants, including Consultant, to be available to provide on-call Environmental services for various LPA Federal-aid projects, and

WHEREAS, LPA, or State on LPA's behalf, has selected Consultant to provide Environmental Services ("Services") for LPA's project identified as Project No. BRM-7076(24), and

WHEREAS, solely for convenience, consistency and in an attempt to obtain federal funding for Consultant services, the Parties intend that this task order agreement ("Task Order") include some of the provisions of a January 12, 2016 Master Agreement for on-call environmental services between Consultant and State, and

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

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

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

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

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

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

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

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

SECTION 1. CONTACT INFORMATION

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

1.1 Consultant Project Manager

Firm Name	Alfred Benesch & Company
Address	14748 W. Center Road Suite 200, Omaha, NE
Project Manager's Name	Craig Mielke
Project Manager's Phone	402-333-5792

1.2 State Project Coordinator

Name	Richard Houck
Phone Number	402-479-3600

1.3 LPA PL

Name	Tom Ourada
Phone Number	402-826-7312

1.4 State Agreements Specialist

Name	Dawn Knott
Phone Number	402-479-4414

SECTION 2. DURATION OF THE AGREEMENT

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

SECTION 3. TASK ORDER SCOPE OF SERVICES

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

SECTION 4. NOTICE TO PROCEED AND COMPLETION

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

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

- 4.2 Consultant shall complete all the Services according to the schedule in attached Exhibit "A" required under this Task Order in a satisfactory manner by June 30, 2018. Any costs incurred after the completion date will not eligible for reimbursement unless LPA, or State on LPA's behalf, has provided a written extension of time.
- 4.3 The completion date will not be extended because of any avoidable delay attributed to Consultant, but delays attributable to LPA or State may constitute a basis for an extension of time.

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

- 5.1 Consultant has provided State with a Staffing Plan, described in Exhibit "A", attached and incorporated herein by this reference. The Staffing Plan identifies the employees of Consultant who are anticipated to provide services under this Agreement. Consultant understands that State is relying on key personnel from Consultant's Staffing Plan to be primarily responsible for completing the Services under this Agreement. State considers the Principals, Senior level staff, Project Managers, Team Leaders or other similar classifications, to be the key personnel for the services provided. While providing Services under this Agreement, the Consultant may make occasional temporary changes to the key personnel. However, State must approve, in advance and in writing, any permanent change to the key personnel.
- 5.2 Personnel who are added to the Staffing Plan as replacements must be persons of comparable training and experience. Personnel added to the Staffing Plan as new personnel and not replacements must be qualified to perform the intended services. Failure on the part of Consultant to provide acceptable replacement personnel or qualified new personnel to keep the services on schedule will be cause for termination of this Task Order, with settlement to be made as provided in Exhibit "B" attached and incorporated herein by this reference.

SECTION 6. NEW EMPLOYEE WORK ELIGIBILITY STATUS

- 6.1 Consultant agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. Consultant hereby agrees to contractually require any Subconsultants to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.
- 6.2 The undersigned duly authorized representative of Consultant, by signing this agreement, hereby attests to the truth of the following certifications, and agrees as follows:
- Neb.Rev.Stat. § 4-114. I certify compliance with the provisions of Section 4-114 and, hereby certify that this Consultant shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. I agree to require all Subconsultants, by contractual agreement, to require the same registration and verification process.
- 6.3 If Consultant is an individual or sole proprietorship, the following applies:
- a. Consultant must complete the United States Citizenship Attestation form and attach it to this agreement. This form is available on the Department of Roads website at www.transportation.nebraska.gov/projdev/#save.
 - b. If Consultant indicates on such Attestation form that he or she is a qualified alien, Consultant agrees to provide the US Citizenship and Immigration Services documentation required to verify Consultant lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
 - c. Consultant understands and agrees that lawful presence in the United States is required and Consultant may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

SECTION 7. FEES AND PAYMENTS

- 7.1 Consultant's fee proposal is attached as Exhibit "B".
- 7.2 The general provisions concerning payment under this Task Order are set out on the Exhibit "B".
- 7.3 For performance of the services as described in this Task Order, Consultant will be paid a fixed-fee-for-profit of \$6,716.32 and up to a maximum amount of \$49,535.32 for actual costs in accordance with Exhibit "B". The total Task Order amount is \$56,251.64.

SECTION 8. SUSPENSION OR TERMINATION (Unique)

8.1 Suspension or Termination

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

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

8.2 Suspension

- a. **Suspension for Convenience.** LPA, or State on LPA's behalf, may suspend for convenience by giving Consultant notice of the date of suspension, which date will be no fewer than three (3) business days after notice is given. Such notice will provide the reason(s) for such suspension. Consultant will not be compensated for any Services completed or costs incurred after the date of suspension. Consultant shall provide LPA, or State on LPA's behalf, a detailed summary of the current status of the Services completed and an invoice of all costs incurred up to and including the date of suspension.
- b. **Suspension for Cause.** If LPA, or State on LPA's behalf, suspends Consultant's work for cause or for issues related to performance, responsiveness or quality that must be corrected by Consultant, LPA, or State on LPA's behalf, will give

Consultant notice of the date of suspension, which date will be no fewer than three (3) business days after notice is given. LPA's notice of suspension, or State's notice of suspension on LPA's behalf, will provide Consultant with the reason(s) for the suspension, a timeframe for Consultant to correct the deficiencies, and when applicable, and a description of the actions that must be taken for LPA, or State on LPA's behalf, to rescind the suspension. Consultant's right to incur any additional costs will be suspended at the end of the day of suspension and will continue until all remedial action is completed to the satisfaction of LPA, or State on LPA's behalf. Failure to correct the deficiencies identified in a suspension will be grounds for termination of this Task Order.

8.3 Termination

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

8.4 Compensation upon suspension or termination

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

SECTION 9. SECTIONS INCORPORATED BY REFERENCE

For the convenience of the parties, for consistency for funding review, and in an effort to reduce the length of this Task Order, the LPA and Consultant agree to be bound by and hereby incorporate by this reference as if fully set forth herein, Sections 11-19 and 21-28 of the Master Agreement for Environmental Services, for LPA projects between the Nebraska Department of Roads and Consultant, dated January 12, 2016, with one recurring change:

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

SECTION 10. CONSULTANT CERTIFICATIONS

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

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

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

SECTION 11. LPA CERTIFICATION

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

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

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

SECTION 12. ENTIRE AGREEMENT

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

ON-CALL PROFESSIONAL SERVICES TASK ORDER AGREEMENT

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

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

EXECUTED by the Consultant this 12th day of May, 2017.

ALFRED BENESCH & COMPANY
Jeffery A. Sockel, P.E.

Jeffery A. Sockel
Senior Vice President

STATE OF NEBRASKA)
)ss.
DOUGLAS COUNTY)

Subscribed and sworn to before me this 12th day of May, 2017.



Dianne Bruckner
Notary Public

EXECUTED by the City of Crete this _____ day of _____, 2017.

CITY OF CRETE
Roger Foster

Mayor

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

Clerk

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

Date

ENVIRONMENTAL SERVICES

PROJECT NO.: BRM-7076(24)
 CONTROL NO.: 13361
 LOCATION: Saline County, Crete, Tuxedo Park Road
 STATE PC: Richard Houck
 LPA POINT OF CONTACT: Tom Ourada
 CONSULTANT: Alfred Benesch & Company
 CONSULTANT POINT OF CONTACT: Craig Mielke, PWS
 STRUCTURE NUMBER(S): U062044305

A. PROJECT DESCRIPTION

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

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

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

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

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

5. Waterway Permit Data Sheet and 2W plan Sheets from design consultant, if permitting services are required.
6. Wetland Delineation Data Sheets and Photographs (if already available and not part of this scope of work).
7. Environmental Justice/Limited English Proficiency Memo (provided by State if available).
8. Section 106 documentation and Professionally Qualified Staff (PQS) Memo (provided by State if available).
9. HMR PQS Memo (provided by the State if available).
10. Threatened and Endangered Species PQS Memo (provided by State if available).
11. Wetlands PQS Memo.

C. APPLICABLE PUBLICATIONS:

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

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

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

1. CE Document and Resource Reviews
 - a. Project Description and Purpose & Need (when applicable). Consultant will determine if the provided project description meets the NDOR guidance for project

descriptions and revise as necessary for use in the CE document, consultation letters, and public involvement materials. If a Purpose & Need statement is required (applicable for Level 3 CEs) the consultant will determine if the original Purpose & Need meets the NDOR guidance requirements and if necessary, draft a revised Purpose & Need statement for inclusion in the CE document.

- b. CE Determination Form for Federal-Aid Projects. When the Consultant determines whether the Project will qualify as a Level 1, 2 or 3 CE under the existing CE Programmatic Agreement, they will notify the Project's assigned State NEPA Environmental Project Manager (PM) and complete the appropriate Level (1,2,3) of the CE Form. Consultant will notify the State NEPA Environmental PM if a threshold has been crossed which elevates the level of CE documentation. Consultant will obtain or produce supplemental information, figures and resource maps to attach to the NEPA Form or to be placed into the Project file as back-up reference material for the document. Figures and resource maps are required to be attached to the NEPA Form (as per the CE guidance manual). If not required as an attachment, Consultant shall produce them for the NEPA project file. Consultant's effort shall also include up to three progress meetings as needed, with LPA and/or State by telephone. If a Project on-site meeting or meeting at State is needed, it would be considered an out-of-scope item and would be negotiated as a Supplement to this Agreement.
 - c. Vicinity Map and Location Aerial Figure of the Environmental Study Area. Consultant will prepare a Project Vicinity map on a 7.5 Minute Quadrangle Topographic Map base (1:24,000 scale), showing the Project location with insert showing the county and its position in Nebraska. The Project Location Aerial Figure shall be shown on an aerial photograph as the background, with the overall Environmental Study Area mapped (minimum ¼ mile from centerline, right and left), the Project start and end points plotted, and pertinent constraints such as Limits of Construction depicted, if known.
 - d. Documentation and Revisions. Consultant will submit the completed CE Determination Form for Federal-Aid Projects (including attachments) to the LPA, State and FHWA (if Level 3) for review and approval (assume 2 rounds of comments from NDOR and 2 rounds of comments from FHWA if Level 3).
 - e. CE Quality Control. The consultant shall submit to LPA and State evidence that the CE document has had a quality control review by the Consultant's Principal NEPA Author or Project Manager (as identified in the firm's current, approved NEPA Certification submittal - Category 101A), other than the document author. The submittal shall accompany both draft and final NEPA documents and may be in the form of a transmittal letter with the name, date and signature of the QC reviewer, on the Consultant's internal review process form, on NDOR's QC review form, or when the electronic CE Form allows, provide evidence of QC review in the appropriate position on the CE form.
 - f. CE Comment Tracking Table: The consultant shall maintain a summary table of all review comments and resolution of comments made by LPA, State and FHWA during document review and revision processing. Comments shall be organized by the CE Form's subject title and question number. The comment tracking table shall be submitted to LPA, State or FHWA, as appropriate, along with the revised draft and final documents.
2. **Farmland. NOT ANTICIPATED**
- a. ~~Farmland Conversion Form. If there is farmland located in the Project Environmental Study Area and its use may be converted to other purposes as part of the Project, Consultant will prepare a Natural Resource Conservation Service (NRCS) Farmland Conversion Form CP-106 and perform coordination with NRCS, if necessary.~~
3. **Section 106 State Historic Preservation Office/Tribal Historic Preservation Office (SHPO/THPO).**
- a. Section 106 Review Request Letter. Consultant will complete the Section 106 Review Request Letter and submit it as a PDF to the State's Section 106 Professionally Qualified Staff (PQS), copy the LPA Project Coordinator and NEPA Environmental PM. The Section 106 Review Request Letter shall include a Vicinity Map and a Location Figure, showing the project's start and end points.
4. **Section 4(f) Exception or De Minimis Determination.**

- a. Section 4(f) Initial Assessment Form. Consultant will determine if adjacent Section 4(f) properties such as public parks, recreation areas, and wildlife/waterfowl refuges, or historic sites of local, state or national significance are present, as part of the resource review. Consultant will prepare the Section 4(f) Initial Assessment Form and submit to State NEPA Environmental PM for review and approval. The approved Section 4(f) Initial Assessment Form will be sent to the Consultant for inclusion in the CE appendices.
 - b. Section 4(f) Documentation. If a Section 4(f) property is identified within the Project area, the project or undertaking must determine a 'use' of land from that property within the meaning of Section 4(f). If it is determined that there is a 'use' of the land then coordination with State must occur and one or more of the following documents will be prepared by the Consultant:
 - 1) Section 4(f) Exceptions Form
 - 2) Section 4(f) De Minimis Form
 - 3) Coordinate with the Official With Jurisdiction for the Section 4(f) resource, to obtain concurrence that the impact will/will not adversely affect the resource. If more than one Section 4(f) property has a 'use' determined, analysis and document preparation for the additional properties would be considered out of scope and the additional effort would be negotiated as a Supplement to this Agreement.
 - c. Individual Section 4(f) Evaluation. If needed, an Individual Section 4(f) Evaluation and documentation would be considered out-of-scope and the additional effort would be negotiated as a Supplement to this Agreement.
5. Section 6(f) Analysis Documentation.
- a. Consultant will research and document whether Section 4(f) resources are present. If yes, then Consultant will contact the Nebraska Game and Parks Commission to determine if Section 6(f) resources are present. If Section 6(f) resources are present, the Consultant will determine if a conversion will occur. If replacement land is needed, coordination with the jurisdictional agencies would be required, as well as additional Section 6(f) documentation. This additional Section 6(f) coordination and documentation as a result of a conversion would be considered out-of-scope and additional hours will be negotiated as a Supplement to this Agreement.
6. Floodplain Review.
- a. Consultant will research and document whether the project is located within a Zone A floodplain.
 - b. If a floodplain encroachment will occur due to the project, the analysis and floodplain permitting would be considered out-of-scope and additional hours will be negotiated as a Supplement to this Agreement.
7. Water Quality Review
- a. Consultant will research and document whether impaired waters (303d list) are located within the Environmental Study Area.
 - b. If impacts to the impairment of the water resource will be affected by the project, Consultant will coordinate with NDEQ.
8. Threatened and Endangered Species (T&E) Review
- a. Biological Evaluation (BE) Review Request Letter. Consultant will complete the BE Review Request Letter and submit it as a PDF to the State's LPA T&E PQS and NEPA Environmental PM. Consultant will revise it in response to State comments as needed. This letter will include the wetland delineation as an attachment. The NDOR T&E PQS Memo will be cited and summarized in the CE document, and included in the CE appendices.
 - b. Field Review. A field review may be needed and would be conducted by the Consultant's qualified biologist in conjunction with the wetland delineation site visit. If a wetland delineation is not required for the Project and a site visit for T&E Species is needed, a qualified biologist would perform a site visit and conduct the field review.
9. Hazardous Materials Review (HMR).
- Hazardous Materials Review. Consultant will complete a HMR within the HMR Study Area (which encompasses the Environmental Study Area and is defined in the 2015

HMR Guidance manual) that are known to be, or may potentially be, contaminated with hazardous materials. Conditions that indicate an existing release, a past release, or a material threat of a release, of any hazardous substances or petroleum products into structures, on the property or into the soils, groundwater, or surface water should be evaluated and assessed for potential impacts on the Project, and discussed in the HMR technical report. The Consultant shall:

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

10. Noise Study and Report. **NOT ANTICIPATED**

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

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

- a. ~~General information regarding the nature of noise and measurement of sound, 23 CFR Part 772 Standards, noise abatement criteria and noise prediction method used;~~
- b. ~~Project Description;~~
- c. ~~Table showing existing and future (20+ years from date of construction) traffic counts (Average Daily Traffic and Design Hourly Volume) as well as medium and heavy truck percentages, all to be used in conjunction with FHWA's Traffic Noise Model (TNM);~~
- d. ~~Field noise measurements are required; Consultant shall prepare a table to include such items as location, distance from Project centerline, noise levels, and other appropriate information;~~
- e. ~~Information about land use adjacent to Project;~~
- f. ~~Table showing the following:~~
 - 1) ~~receptor ID (home address or business name if possible);~~
 - 2) ~~distance from Project centerline;~~
 - 3) ~~modeled existing noise level (TNM results);~~
 - 4) ~~predicted future no-build noise level (TNM results);~~
 - 5) ~~predicted future build noise level (TNM results);~~
 - 6) ~~Leq noise abatement criteria (66 or 71 dBA);~~
 - 7) ~~Specify if build situation approaches or exceeds Leq criteria (if substantial noise increase > 15dBA) (yes or no).~~

- ~~g. Analyze noise abatement for feasibility and reasonableness if necessary (determined by noise impacts).~~
- ~~h. Detour information (lane closures, how many will remain open).~~
- ~~i. Address construction noise.~~
- ~~j. Provide setback recommendations to local officials.~~
- ~~k. Consultant will provide conclusions stating findings (how many impacted receptors in existing, no build and build situations, noise abatement results).~~
- ~~l. List references.~~
- ~~m. Prepare diagram using aerials or topographic map identifying:
 - ~~1) Receivers adjacent to project;~~
 - ~~2) Areas for possible noise abatement;~~
 - ~~3) 66 and 71 dBA noise contour lines;~~~~

11. Wetland and Stream Delineation Services.

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

At bridge-sized culverts and bridges along the project alignment, a Full Delineation (including delineation of the Ordinary High Water Mark (OHWM) if present, and adjacent wetlands) shall be provided for the area 150 feet outside of the LOCs or ROW, whichever is farthest from the centerline.

- e. Estimated Delineation Project Size. (See Table on pg. 1 for Project Size)
 - Small Delineation** – Can be accomplished with 1 day or less of field activities
 - Medium Delineation** – Can be accomplished with 1-3 days of field activities
 - Large Delineation** – Can be accomplished with up to 5 days of field activities
- f. Plot Boundaries. Consultant shall plot the data on aerial photographs. Data plotted on aerial photographs will include project environmental study area boundaries and project delineation limits, roadway alignment and stationing when available. Data will include wetland boundaries, wetland types, OHWM and location of data collection points, photographs, and wetland acres. Map scale must be drawn to a scale of 1-inch = 200-feet.
- g. Documentation of Findings. Consultant shall prepare documents according to State procedures (January 2013 DRAFT).

- e. Final Deliverables. Consultant shall prepare and submit to LPA, or State on LPA's behalf, the electronic files and hard copies of all materials. For the final package, the Consultant will submit one bound copy to LPA and electronic files to State on NDOR's ftp site. The Consultant shall submit a hard copy of the 404 permit application package to the USACE and NDEQ (when required) unless otherwise directed by LPA, or State on LPA's behalf.
13. Section 404 Individual Permit Application **NOT ANTICIPATED**
- a. ~~Alternatives Analysis and Sequencing Demonstration~~. If required, all tasks specified above for Nationwide permits, also apply to Individual Permits with the following additional tasks: Consultant shall prepare an Alternatives Analysis and Sequencing Demonstration for inclusion with the Individual Permit Application. For LPA projects, this will involve incorporating materials provided by the LPA's design consultant. The Consultant will also handle coordination activities with the USACE and other regulatory and resource agencies, as needed.
14. Mitigation Plan **NOT ANTICIPATED**
- a. ~~Mitigation Documentation~~. If required, the Consultant shall prepare materials for submittal of a conceptual mitigation plan and the associated 12 components of Mitigation documentation for submittal to the USACE. This will involve incorporating materials provided by the roadway or bridge design consultant into a single document to identify mitigation locations, types of wetlands to potentially develop, and buffer areas associated with the mitigation areas. If a Mitigation Plan is needed and not originally contracted, additional scope and fee shall be negotiated as a supplement to this Agreement.
15. Public Involvement Materials
- a. In accordance with the NDOR's 2015 "Nebraska Public Involvement Procedure", the Consultant shall prepare the public notice, informational flyers, cover letter, handouts, or other environmental materials for use in the Targeted Mailing effort. For all levels of CE, that meet the specified considerations for the lowest level of Public Involvement, a targeted outreach mailing will be prepared (when requested by the LPA, or State on LPA's behalf, after coordination with the NDOR Public Involvement Coordinator). A Public Involvement Plan will be submitted to the NDOR Public Involvement Coordinator for review and approval prior to further development of outreach materials. (The outreach materials will be created with assistance from the LPA, State and the LPA's design consultant.) Approved agency and LPA logos must be included on all project materials provided to the public.
- Targeted Outreach Mailing.
- 1) Distribution List. Consultant shall compile names and mailing addresses for local officials, as well as contiguous property and business owners along the Project and any designated detour routes. Consultant shall coordinate with the County Assessor, online GIS map servers, or NDOR to obtain this information. Consultant will develop a mailing list for public distribution, which will be reviewed and approved by NDOR's Public Involvement Office.
 - 2) Public Notice and Official Legal Notice. Consultant shall draft a Public Notice that includes information on the following: Project description, right-of-way or easements, detour, construction schedule, map (detour and location), and contacts. Consultant shall physically print and mail the Notices using the distribution list developed in Task 11.a.i, only after approval by NDOR's Public Involvement Office.
 - 3) Preparation of the Project Information Packet. Consultant will prepare the Targeted Mailing which includes a cover letter, fact sheet, map(s), and blank public comment sheet. The fact sheet should include project location, purpose and need, scope of work, traffic volumes, construction schedule, accommodation of traffic (detour if needed), right-of-way or easements needed, potential impacts, and estimated cost. Also included in the Targeted Mailing is a map showing project location and any detour(s). Materials will be sent to the LPA and State for review/comment. The Consultant will physically print and mail the cover letter, fact sheet, map(s), and blank public comment sheet only after approval by NDOR's Public Involvement Office. Comments received during the public involvement period (30 calendar days) will be directed to the LPA and State for review and response. Copies of comments received and responses will be forwarded to the Consultant. Comments

received during the public involvement period will be directed to the LPA and State for review and response. Consultant may be requested to assist the LPA in preparing responses. Copies of comments received and responses will be forwarded to the Consultant.

- 4) Public Involvement Report. Consultant shall compose a Summary Report to document public outreach performed in association with the Project. Comments received and any responses will be included in the Summary Report. These items would be attached to the CE document.
 - b. Additional hours will be negotiated with the Consultant, by supplement to this Agreement, for preparation of additional public involvement materials required to support increased levels of Public Involvement.
16. Green Sheet
- a. Consultant shall prepare the Green Sheet for the Project, which details all applicable environmental project commitments and conditions.
17. Project Management
- a. This task includes activities to initiate and monitor project schedules, workload assignments and internal cost controls throughout the project. Also included are efforts to prepare and process invoices, prepare project correspondence with the LPA or State on LPA's behalf; and maintain project records. Monthly Progress Reports shall be prepared and submitted according to the schedule provided by LPA, which may or may not coincide with Consultant's invoicing schedule.
18. Travel Time
- a. Site Visits. Consultant will (as needed) conduct up to 2 site visits for such things as, but not limited to the Plan-in-Hand Meeting, HMR, wetlands and stream review, and/or threatened and endangered species review. The visits should be combined when possible, for efficiency. ~~If the NEPA document is a Level 1 CE, then no site visit will occur.~~

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

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

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

1. Monthly Invoices with Progress Reports per LPA's scheduled delivery dates
2. Meeting Minutes (if meetings are held)
3. The Appropriate Level of CE Document (Level 1, 2, or 3) and supporting attachments and file data
4. ~~NRCS Form CPA-106 for Corridor Type Projects, if needed~~
5. Hazardous Materials Review (HMR) report, if needed
6. Section 4(f) Initial Assessment Form and exception/de minimis documentation (if required)
7. Section 6(f) Documentation
8. Wetland and Stream Delineation Report - For Full Delineation, USACE Wetland Determination Data Sheets (Midwest or Great Plains Regional Supplements) and Wetland Delineation Report including Plot(s) showing Wetland Boundaries, Wetland Types, OHWM, Waters of US and Location of Data Collection Points and Photos, and associated geospatial data (See section F data transfer below)
9. 404 Permit Application (Nationwide or Individual) - 404 Permit Application Package consisting of 404 Permit Application, Water Way Permit Data Sheet, and Wetland Delineation Report. For Individual Permits, includes Alternatives Analysis and Sequencing Demonstration (Hard Copy and Electronic Files)
10. ~~Mitigation Plan (if required)~~
11. Section 404 Authorization Letter, and if required, NDEQ 401 Water Quality Certification or Letter of Opinion regarding compliance with Title 117

12. A current Jurisdictional Determination from the USACE (if required)
13. Threatened and Endangered Species BE Review Request Letter
14. Public Involvement Plan
15. Public Notice and official Legal Notice
16. Project Information Packet
17. Public Involvement Report (which includes at minimum: Distribution List, Public Notice Development, Proof of Publication, Scoping Letters to the stakeholders, Comments received and response to comments). The Public Involvement Report shall be attached to the CE. [Additional deliverables shall be inserted for various levels of public outreach.]
18. Quality Control documentation
19. Green Sheet.
20. PDF copies of all materials and final electronic files (i.e. geodatabases for wetland delineations) as stated above. All supporting information shall be submitted to the State for their Project File.

F. DATA TRANSFER

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

G. SCHEDULE

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

1. Notice to Proceed: June 1, 2017
2. Contract End Date: December 31, 2018

SHPO Review Request Letter and Section 4(f) Initial Assessment Form Submittal Due Date Goal	HMR Report Submittal Due Date Goal	BE Request Letter & Wetland Delineation Report Due Date Goal	NEPA Draft Document and 404 Permit Application Due Date Goal to NDOR
October 2017	October 2017	October 2017	June 2018

Staffing Plan

Environmental Services

Project Name: Crete, Tuxedo Park Road
Consultant: Alfred Benesch & Company
Consultant PM: Craig Mielke, 402-333-5792, cmielke@benesch.c
LPA RC: Tom Ourada, 402.826.7312
NDOR PC: Richard Houck, 402-479-3600, richard.houck@ne
Date: April 20, 2017

Project Number: BRM-7076(24)(1)
Control Number: 13361



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

Overhead Rate ^[1]
158.21%
Fee for Profit Rate ^[2]
13.70%
FCCM (if applicable)
0.39%

BLENDING RATES TABLE

Template: T-WB-V1b Consult CAT EX LPA projects (rev 2-19-16)

Employee Name	Job Title & Certifications	Hourly Salary Rate	% Assigned
Project Manager			
<u>Craig Mielke, PWS</u>	<u>Group Manager, Project Manager II</u>	<u>\$50.00</u>	<u>100%</u>
		Blended Rate:	
		\$50.00	
Sr. Environmental Scientist			
<u>Craig Mielke, PWS</u>	<u>Group Manager, Project Manger II</u>	<u>\$50.00</u>	<u>60%</u>
<u>Andy Miller, PWS</u>	<u>Project Manager I</u>	<u>\$45.00</u>	<u>40%</u>
		Blended Rate:	
		\$48.00	
Environmental Scientist			
<u>Brian Fettin</u>	<u>Project Scientist II</u>	<u>\$33.50</u>	<u>50%</u>
<u>Chase Jelden</u>	<u>Scientist I</u>	<u>\$20.50</u>	<u>50%</u>
		Blended Rate:	
		\$27.00	
Engineer			
<u>Steve McCullough, PE</u>	<u>Sr Project Manager/Engineer</u>	<u>\$64.00</u>	<u>100%</u>
		Blended Rate:	
		\$64.00	
Designer/Technician			
<u>Kari Sherman</u>	<u>Scientist I</u>	<u>\$19.50</u>	<u>50%</u>
<u>Crystal Topping</u>	<u>Technologist II</u>	<u>\$23.70</u>	<u>50%</u>
		Blended Rate:	
		\$21.60	
Administrative			
		Blended Rate:	

Estimate of Hours

Environmental Services

Project Name: Crete, Tuxedo Park Road
Consultant: Alfred Benesch & Company
Consultant PM: Craig Mielke, 402-333-5792, cmielke
LPA RC: Tom Ourada, 402.826.7312
NDOR PC: Richard Houck, 402-479-3600, richa
Date: April 20, 2017

Project Number: BRM-7076(24)(1)
Control Number: 13361
NDOR NEPA Proj Mgr: _____
Wetlands Project Mgr: _____



SCOPE DETAILS

Distance to Project Site: 75 miles
 Estimated Travel Time to Site: 1.5 hours (1 way)
 Project Management Percentage: 10%
 Non-standard Scope Items: _____

Post Negotiation

SOS Sec		PERSONNEL CLASSIFICATIONS						Total
		PM	SENV	ENV	ENG	DES	ADM	
1	Categorical Exclusion		22	56	4	16		98
2		-	-	-	-	-	-	
3	Section 106 SHPO/THPO		1	2				3
4	Section 4(f) De Minimis or exception		10	28		2		40
5	Section 6(f) Analysis		1	2				3
6	Floodplain Review		2	4		2		8
7	Water Quality Review		1	1				2
8	T&E Review		8					8
9	Hazardous Materials Review		10	40		6		56
10		-	-	-	-	-	-	
11	Wetland and Stream Delineation Services		24	136		32		192
		-	-	-	-	-	-	
	Medium Del. (1-3 days of field activities)		24	136		32		192
		-	-	-	-	-	-	
12	Section 404 Nationwide Permitting Services		8	32		8		48
13		-	-	-	-	-	-	
14		-	-	-	-	-	-	
15	Preparation of Public Involvement Materials		16	16		8		40
16	Prepare Green Sheet		8	8		8		24
17	Project Management	48						48
18	Travel Time	3	3	6				12
Total Days		7.3	16.3	47.3	0.6	11.7		83.1
Total Hours		51	114	331	4	82		582

Subtotal Cat Ex	154
Subtotal Technical Documents	64
Subtotal Wetlands	240

Project Cost Breakdown

Environmental Services

Project Name: Crete, Tuxedo Park Road

Project Number: BRM-7076(24)(1)

Consultant: Alfred Benesch & Company

Control Number: 13361

Consultant PM: Craig Mielke, 402-333-5792, cmielke@benesch.com

NDOR PC: Richard Houck, 402-479-3600, richard.houck@nebraska.gov

Date: April 20, 2017



DIRECT LABOR COSTS			
Classification	Hours	Rate	Amount
Project Manager	51	\$50.00	\$2,550.00
Sr. Environmental Scientist	114	\$48.00	\$5,472.00
Environmental Scientist	331	\$27.00	\$8,937.00
Engineer	4	\$64.00	\$256.00
Designer/Technician	82	\$21.60	\$1,771.20
Administrative			
	582	Subtotal	\$18,986.20

DIRECT EXPENSES	Amount
Subconsultants:	
Printing And Reproduction:	\$125.00
Mileage/Travel:	\$162.00
Lodging/Meals:	
Other Miscellaneous Costs:	\$150.00
Subtotal	\$437.00

TOTAL PROJECT COSTS	Amount
Direct Labor Costs	\$18,986.20
Overhead @ 158.21%	\$30,038.07
Total Labor Costs	\$49,024.27
Fee for Profit Rate @ 13.70%	\$6,716.32
Facility Capital Cost of Money (FCCM) @ 0.390% (direct labor cost x FCCM%)	\$74.05
Direct Expenses	\$437.00
TOTAL COST	\$56,251.64

1. PAYMENT METHOD

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

2. TOTAL AGREEMENT AMOUNT

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

- \$ 49,535.32 for actual services performed and direct expenses.
- \$ 6,716.32 for a fixed fee for profit
- \$ 56,251.64 total agreement amount. Consultant's total compensation shall not exceed this maximum amount without prior written approval of State.

3. FIXED FEE FOR PROFIT

The fixed fee for profit is computed upon the negotiated direct labor and overhead costs. The fixed fee for profit is not allowable upon direct non-labor costs. For each invoicing period, the fixed fee for profit is calculated by multiplying the sum of the actual direct labor and overhead costs invoiced by the negotiated fee for profit rate of 13.70%. Upon completion of the services outlined in this Agreement, the Consultant may invoice the State any remaining fixed fee for profit not previously invoiced, up to the maximum fixed fee for profit of \$6,716.32. The total fixed fee for profit eligible to be paid to consultant does not vary with actual costs, but may be increased or decreased as a result of scope changes in the agreement. If all of the services under this agreement are not completed for any reason, the fixed fee for profit may be adjusted based on the State's determination of the actual percentage of services completed.

4. ALLOWABLE COSTS

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

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

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

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

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

Breakfast:

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

- Employee is on overnight travel.

Lunch:

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

Dinner:

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

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

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

5. INVOICES AND PROGRESS REPORTS

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

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

6. PROGRESS PAYMENTS

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

7. PROMPT PAYMENT CLAUSE

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

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

8. SUSPENSION OF PAYMENTS

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

9. FINAL INVOICE AND PAYMENT

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

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

10. AGREEMENT CLOSE-OUT

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

11. INELIGIBLE COSTS

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

12. FEDERAL COST PRINCIPLES

LPA will not make payments directly to Consultant for services performed under this agreement. Instead, the State will serve as a paying agent for LPA, and will pay Consultant directly for properly submitted and approved invoices using both LPA and Federal funds based on the applicable project federal cost participation percentage. The following process shall apply whenever the LPA, the State or the FHWA determines that certain costs, previously paid to Consultant, should not have been paid with federal funds by the State to Consultant. Consultant shall immediately repay the State the federal share of the previously paid amount and may invoice LPA for the costs repaid to the State. LPA shall promptly pay the full amount of the invoice from its own funds unless LPA, in good faith, disputes whether the Consultant is entitled to the payment under the agreement or the amount of the invoice. In the event of a dispute between LPA and Consultant, the dispute resolution process of Section 18 herein shall be used by the parties. For performance of Services as specified in this Agreement, State, on LPA's behalf, will pay Consultant subject to the terms of this Agreement and all requirements and limitations of the federal cost principles contained in the Federal Acquisition Regulations [48 CFR 31 \(Contract Cost Principles and Procedures\)](#).

13. SUBCONSULTANT OVER-RUNS AND UNDER-RUNS

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

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

LPA may request that Consultant provide services that, in the opinion of Consultant, are in addition to or different from those set out in the Scope of Services. When LPA decides that these out-of-scope services may require an adjustment in costs, Consultant shall provide in writing:

- A. A description of the out-of-scope services,
- B. An explanation of why Consultant believes that the out-of-scope services are not within the original Scope of Services and additional work effort is required,
- C. An estimate of the cost to complete the out-of-scope services.

Consultant must receive written approval from LPA before proceeding with the out-of-scope services. Before written approval will be given by LPA, LPA must determine that the situation meets the following criteria:

- A. The out-of-scope services are not within the original Scope of Services and additional work effort is required;
- B. The out-of-scope services are within the basic scope of services under which Consultant was selected and Agreement entered into; and
- C. It is in the best interest of LPA that the out-of-scope services be performed under this Agreement.

Once the need for a modification to the Agreement has been established, the State, on LPA's behalf, will prepare a supplemental agreement. If the additional work requires the Consultant to incur costs prior to execution of a supplemental agreement, the LPA may issue a written notice to proceed prior to completing the supplemental agreement (for non-Federal aid projects) or shall use the process set out below (for Federal aid PE projects):

The Consultant Work Order (CWO) – DR Form 251 shall be used to describe and provide necessary justification for the additional scope of services, effort, the deliverables, modification of schedule, and to document the cost of additional services. The CWO form is available on the Department of Roads' website at <http://www.transportation.nebraska.gov/rfp/>. The CWO must be executed to provide authorization for the additional work and to specify when that work may begin. The agreement will be supplemented after one or more CWOs have been authorized and approved for funding.

15. TERMINATION COST ADJUSTMENT

If the Agreement is terminated prior to project completion, State and LPA will compare the percentage of work actually completed by Consultant, to the total amount of work contemplated by this Agreement. This comparison will result in a payment by the State, on LPA's behalf, for any underpayment, no adjustment, or a billing to Consultant for overpayment. The State's final audit may result in an additional cost adjustment.

16. AUDIT AND FINAL COST ADJUSTMENT

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

17. CONSULTANT COST RECORD RETENTION

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

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

RESOLUTION

SIGNING OF NEPA SERVICE AGREEMENT – BK1730

City of Crete

Resolution No. _____

Whereas: City of Crete is developing a transportation project for which it intends to obtain Federal funds;

Whereas: City of Crete 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: City of Crete and Alfred Benesch & Company wish to enter into a Professional Services Agreement to provide NEPA services for the Federal-aid project.

Be It Resolved: by the City Council of the City of Crete that:

Roger Foster, Mayor of the City of Crete, is hereby authorized to sign the attached NEPA services agreement between City of Crete, Nebraska and Alfred Benesch & Company.

NDOR Project Number: BRM-7076(24)

NDOR Control Number: 13361

NDOR Project Description: Tuxedo Park Road

Adopted this _____ day of _____, 2017 at _____ Nebraska.
(Month)

The City Council of the City of Crete, 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 as adopted

Attest:

Signature City Clerk



June 2, 2017

Mr. Tom Ourada
City of Crete
243 East 13th Street
Crete, Nebraska 68333

Re: Asbestos Inspection
1540 Grove Avenue
Crete, Nebraska 68333

Dear Mr. Ourada,

New Horizons Enterprises, LLC (New Horizons), a Certified Woman-Owned Business, is pleased to submit the following cost proposal for conducting an asbestos containing materials (ACM) inspection for the above-mentioned building.

The objective of the asbestos inspection is to determine areas of ACM in the building prior to demolition. The asbestos inspection shall consist of a visual inspection of suspect building materials and sampling of these materials by a Nebraska Certified Asbestos Inspector. New Horizons has estimated approximately 200 samples to be collected and analyzed on a standard turnaround. The samples will be submitted for Polarized Light Microscopy (PLM) analysis to Quantem Laboratories, in Oklahoma City, Oklahoma. New Horizons will prepare a full report including inspector certification, a summary of samples collected and quantities and locations of ACM, laboratory report, a photolog of ACM, and a map identifying locations of ACM.

New Horizons can help you manage the environmental and financial liability and maximize the return on your investment in other ways. If asbestos is found, we can give you an abatement price with our inspection results.

FEES

Asbestos Inspection **\$3,990.00**

TERMS OF PAYMENT

Payment will be net 30 days. The client will pay 1.5% per month interest penalty for any part of the month, and for any amount for which, the payment becomes past due.

Mr. Ourada
June 2, 2017
Page 2 of 2

SCHEDULE

New Horizons will complete the inspection and deliver an inspection report within 10 working days from access to the building.

Thank you for this opportunity to submit our proposal on this project. If you have any questions or require any additional information, please do not hesitate to contact me at (402) 261-8130. New Horizons will proceed with this work upon your written authorization.

Sincerely,



Heather Piersol
Project Manager
New Horizons Enterprises, LLC

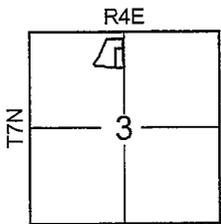
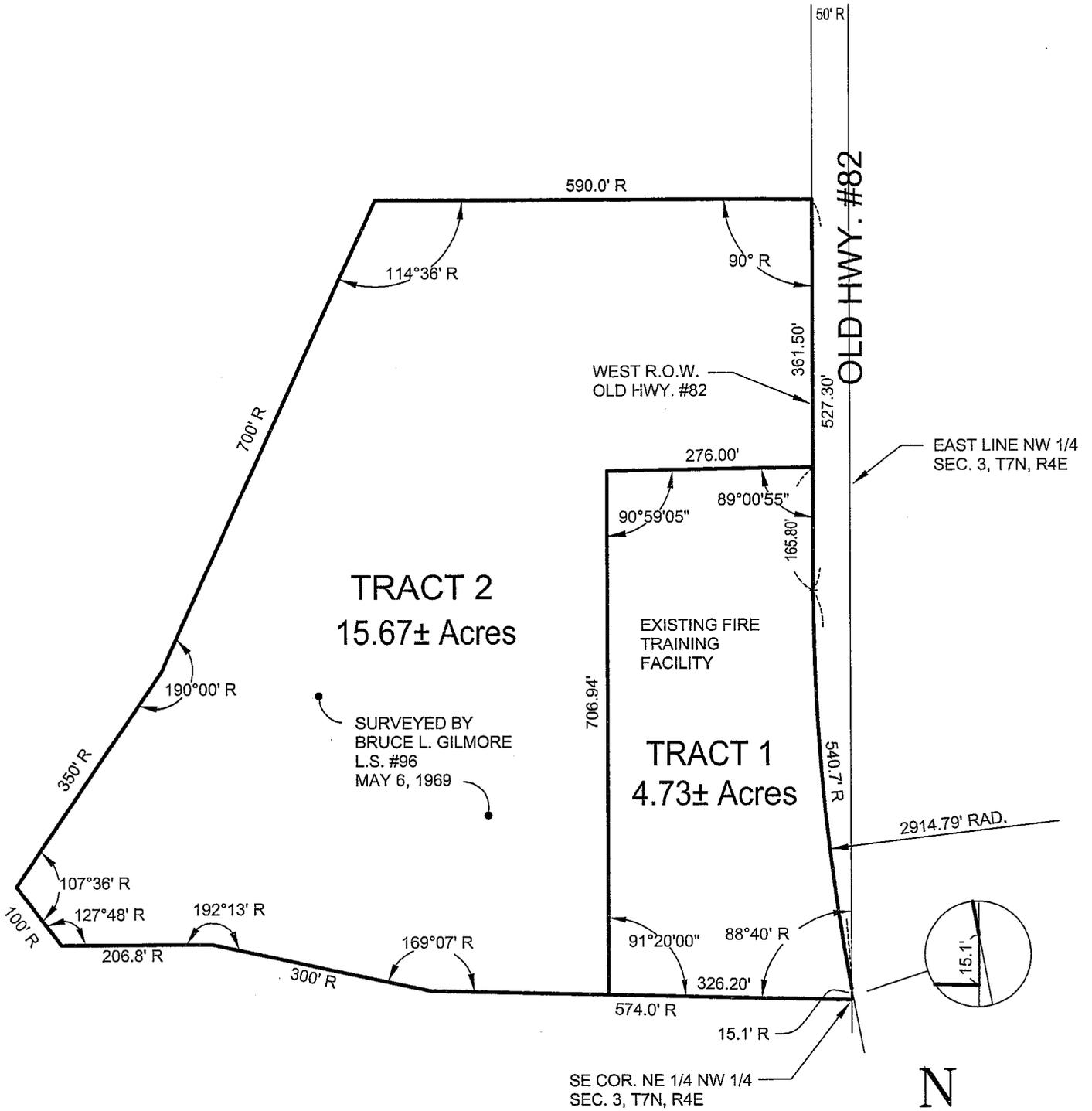
ACCEPTANCE: The above proposal, including Scope of Work, Procedures and Terms and Conditions is hereby accepted. **New Horizons Enterprises, LLC** is authorized to proceed with the work as specified

Accepted by:

Printed Name Signature

Title Company

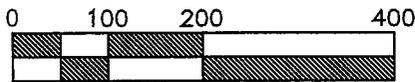
Date



SITUATION SKETCH

LEGEND

R - Recorded Distance



SCALE



1" = 200'
 5/31/2017
 RTK
 CS-1908A
 FB-651 Pg 43

This survey was prepared at the request of the City of Crete, Saline County, Nebraska.

**DESCRIPTION
TRACT 1**

A tract of land located in part of the NW 1/4 of Section 3, T7N, R4E of the 6th P.M., Saline County, Nebraska, more particularly described as follows:

Beginning at the southeast corner of the NE 1/4 of the NW 1/4 of Section 3, T7N, R4E of the 6th P.M., Saline County, Nebraska; thence northwesterly at an angle of 88°40' with the east line of the NW 1/4 of Section 3, 326.20 feet; thence deflecting 88°40' right, 706.94 feet; thence deflecting 89°00'55" right, 276.00 feet, to a point on the west right-of-way line of old Highway No. 82, said point being 50 feet west of the east line of the NW 1/4 of Section 3; thence southerly on said west right-of-way line of old Highway No. 82, 165.80 feet; thence southeasterly on the arc of a 2914.79-foot radius curve concave northeasterly, 540.7 feet, to a point on the east line of the NW 1/4 of Section 3; thence southerly on said east line of the NW 1/4 of Section 3, 15.1 feet to the point of beginning, containing 4.73 acres, more or less.

TRACT 2

A tract of land located in the NE 1/4 of the NW 1/4 of Section 3, T7N, R4E of the 6th P.M., Saline County, Nebraska:

Beginning at the southeast corner of the NE 1/4 of the NW 1/4 of Section 3, T7N, R4E of the 6th P.M., Saline County, Nebraska; thence northwesterly at an angle of 88°40' with the east line of the NW 1/4 of said Section 3, a distance of 574.0 ft., to a point on the bank of the Big Blue River and on the approximate south line of the NE 1/4 of the NW 1/4 of said Section 3; thence at a deflection angle of 10°53' Right with the last described line, a distance of 300.0 ft., to a point on the east bank of the Big Blue River; thence west along the east bank of the Big Blue River, to a point 206.8 ft. from the last described point measured along a straight line and which straight line makes a deflection angle of 12°13' Left with the last described line; thence northwesterly along the east bank of the Big Blue River, to a point 100.0 ft. from the last described point measured along a straight line and which straight line makes a deflection angle of 52°12' Right with the last described straight line; thence northeasterly along the east bank of the Big Blue River, to a point 350.0 ft. from the last described point measured as a straight line which straight line makes a deflection angle of 72°24' Right with the last described straight line; thence northeasterly along the east bank of the Big Blue River, to a point 700.00 ft. from the last described point measured as a straight line and which straight line makes a deflection angle of 10°00' Left with the last described straight line; thence east making a deflection angle of 65°24' Right with the last described straight line a distance of 595.0 ft., to a point 50.0 ft. west of the east line of said NE 1/4 of the NW 1/4 of Section 3 and on the right of way line of old Nebraska Highway No. 82; thence south along said right of way at a right angle with the last described line a distance of 527.3 ft., to a point 50.0 ft. west of the east line of said NE 1/4 of the NW 1/4 of Section 3; thence southeasterly on a 2,914.79 ft. radius curve to the left, a distance of 540.7 ft., to a point on the east line of the NE 1/4 of the NW 1/4 of said Section 3; thence south along the east line of the NE 1/4 of the NW 1/4 of said Section 3, a distance of 15.1 ft., to the point of beginning, except Tract 1 described as follows:

Beginning at the southeast corner of the NE 1/4 of the NW 1/4 of Section 3, T7N, R4E of the 6th P.M., Saline County, Nebraska; thence northwesterly at an angle of 88°40' with the east line of the NW 1/4 of Section 3, 326.20 feet; thence deflecting 88°40' right, 706.94 feet; thence deflecting 89°00'55" right, 276.00 feet, to a point on the west right-of-way line of old Highway No. 82, said point being 50 feet west of the east line of the NW 1/4 of Section 3; thence southerly on said west right-of-way line of old Highway No. 82, 165.80 feet; thence southeasterly on the arc of a 2914.79-foot radius curve concave northeasterly, 540.7 feet, to a point on the east line of the NW 1/4 of Section 3; thence southerly on said east line of the NW 1/4 of Section 3, 15.1 feet to the point of beginning. Tract 2 contains 15.67 acres, more or less.

CS-1908A
5-31-17
rd