

Bellevue City Council Meeting

Monday, July 23, 2018 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE

2. INVOCATION - Pastor Thure Martinsen, Golden Hills Seventh Day Adventist Church, 3005 Golden Boulevard

3. CALL TO ORDER AND ROLL CALL

4. OPEN MEETINGS ACT - Posted in the Entry to the Council Chambers

5. APPROVAL OF AGENDA CONSENT AGENDA MINUTES AND ADVISORY COMMITTEE REPORTS :

a. Approval of Agenda

b. Approval of Consent Agenda

1. *Approval of the Minutes from the July 9, 2018, City Council Meeting

2. *Approval of the Claims as presented

3. *Approve and Authorize the Mayor to Sign the annual Nebraska Transportation Assistance Agreement with NDOT (Administrative Services Director)

6. SPECIAL PRESENTATIONS: None

7. LIQUOR LICENSES: None

8. ORDINANCES FOR ADOPTION (3rd reading): None

9. ORDINANCES FOR PUBLIC HEARING (2nd reading): None

10. ORDINANCES FOR INTRODUCTION (1st reading): None

11. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

a. Public Hearing on the Event License Application of Freedom Running Company for a 5k, 10k, and Half Marathon "Beat the Heat" running event utilizing Haworth Park and the Keystone Trail on August 11th from 6:00 a.m. to 12:00 p.m. (City Clerk)

1. Special Designated Liquor License Application of Half Full, Inc., to serve beer at the conclusion of the "Beat the Heat" running events in Haworth Park on August 11 from 9:00 a.m. to 12:00 p.m. (City Clerk)

12. RESOLUTIONS:

a. Resolution No. 2018-17: Approval of the 2018 CDBG Action Plan and Authorization for the Mayor to sign SF-424 and Certifications (Finance Director)

b. Resolution No. 2018-18: Approving the Extension of the Independent Contractor Agreement with Abby Highland for CDBG/Grant Services (Finance Director)

c. Resolution No. 2018-19: Approval of the Construction Engineering Services Agreement between the City of Bellevue and Alfred Benesch & Company for the Bellevue Major Street Resurfacing Project identified as MAPA-5061(1) in the amount of \$138,597.58 (Public Works Director)

d. Resolution No. 2018-20: Approval of the Construction Engineering Services Agreement between the City of Bellevue and the Nebraska Department of Transportation for the Bellevue Major Street Resurfacing Project identified as MAPA-5061(1) in the amount of

\$31,282.26 (Public Works Director)

13. CURRENT BUSINESS: None

14. ADMINISTRATION REPORTS - Comments must be limited to items on the current Reports

15. PUBLIC REQUESTS TO BE HEARD

16. CLOSED SESSION: None

17. ADJOURNMENT

MINUTE RECORD

Bellevue City Council Meeting, July 9, 2018, Page 1

A regular meeting of the Mayor and Council of the City of Bellevue was called to order by Mayor Rita Sanders at the Bellevue City Hall on the 9th day of July, 2018, at 6:00 p.m. Present were Council Members John Hansen, Paul Cook, Pat Shannon, Donald Preister, Thomas Burns, and Jim Moudry.

Notice of this meeting was given in advance thereof by publication in the Bellevue Leader and posting in two public places, the designated method for giving notice and was also given to the Mayor and all members of the City Council. A copy of the affidavit of publication, the certificate of posting, and the council's acknowledgment of receipt of notice are hereby attached to these minutes. All proceedings shown hereafter were taken while the convened meeting was open to the public.

Pledge of Allegiance and Invocation

Mayor Sanders led the Pledge of Allegiance. Father Tom Jones, Church of the Holy Spirit located at 1305 Thomas Drive in Bellevue, gave the invocation.

Open Meetings Act

Mayor Sanders announced a copy of the Open Meetings Act is posted in the entry to the City Council Chambers.

Approval of the Agenda

Motion was made by Shannon, seconded by Preister, to approve the agenda. Roll call vote on the motion was as follows: Hansen, Cook, Shannon, Preister, Burns, and Moudry voted yes; voting no: none. Motion carried.

Approval of the Consent Agenda

Mr. Shannon requested Item 5b.3, approval and authorization for the Mayor to sign the agreement with Boundtree, the inventory tracking software, for Operative IQ Licenses, be removed from the Consent Agenda. City Administrator Joe Mangiamelli advised this would now be Item 13c under Current Business.

Motion was made by Preister, seconded by Cook, to approve the consent agenda which included the approval of the Minutes from the June 25, 2018, Council meeting and approval of the claims as presented, as amended. Roll call vote on the motion was as follows: Hansen, Cook, Shannon, Preister, Burns, and Moudry voted yes; voting no: none. Motion carried.

SPECIAL PRESENTATIONS: None

LIQUOR LICENSES: None

ORDINANCES:

Ordinance No. 3907: Rezoning Lot 33B1, Pleasant Hill or Martin's Subdivision, from RS-72 to RE Applicant: Michael Belcastro Location 8006 South 25th Street (Third Reading)

Ordinance No. 3907, an ordinance to amend the official zoning map of the City of Bellevue, Nebraska, as provided by Article 3 of Ordinance No. 3619 by changing the zone classification of land located at or about 8006 South 25th Street, more particularly described in Section 1 of the ordinance and to provide an effective date, was read by title only for the third and final reading.

Motion was made by Moudry, seconded by Preister, that Ordinance No. 3907 be adopted. Mayor Sanders asked "Shall Ordinance No. 3907 be passed and adopted?" and upon roll call the following voted yes: Hansen, Cook, Shannon, Preister, Burns, and Moudry; voting no: none; absent: none. Mayor Sanders proclaimed Ordinance No. 3907 passed and adopted.

PUBLIC HEARINGS ON MATTERS OTHER THAN ORDINANCES:

Public Hearing regarding the draft CDBG 2018 Action Plan including FY18 allocation

Mayor Sanders opened the meeting to a public hearing to give opportunity for individuals to speak in favor of or in opposition to the draft of the Action Plan.

Mr. Chuck Fredrick stated while he has not reviewed the plan, he is concerned about the City paying for someone who lives in California to manage the program when there is someone here that could do it. Finance Director Rich Severson advised Mrs. Abby Highland is "the best in the state, if not the country" in CDBG management. She continues to be a great asset to the community.

Council had further questions and Mrs. Highland was present to answer them.

Mayor Sanders asked for any additional comments. No one in the audience came forth to speak in support of or in opposition. Mayor Sanders declared the public hearing closed.

RESOLUTIONS:

Resolution No. 2018-16: Approving the Sarpy County and Cities Wastewater Agency Budget for FY 18-19

Motion was made by Shannon, seconded by Cook, to approve Resolution No. 2018-16. Roll call vote on the motion was as follows: Hansen, Cook, Shannon, Preister, Burns, and Moudry voted yes; voting no: none. Motion carried.

MINUTE RECORD

Bellevue City Council Meeting, July 9, 2018, Page 2

CURRENT BUSINESS:

Approval of an Agreement with Canine Tactical, in the amount of \$11,000 to be paid by the Bellevue Public Safety Foundation, to purchase a replacement K-9 for the Bellevue Police Department

Motion was made by Shannon, seconded by Preister, to approve the agreement. Roll call vote on the motion was as follows: Hansen, Cook, Shannon, Preister, Burns, and Moudry voted yes; voting no: none. Motion carried.

Creation of the Proposed 2018-2019 City Budget Review Task Force

Motion was made by Moudry, seconded by Shannon, to approve the creation of the task force. Roll call vote on the motion was as follows: Hansen, Cook, Shannon, Preister, Burns, and Moudry voted yes; voting no: none. Motion carried.

Approve and Authorize the Mayor to Sign the Agreement with Boundtree, the inventory tracking software, for Operative IQ Licenses

Motion was made by Shannon, seconded by Preister, to approve the agreement. Roll call vote on the motion was as follows: Hansen, Cook, Shannon, Preister, Burns, and Moudry voted yes; voting no: none. Motion carried.

ADMINISTRATION REPORTS:

Mayor Sanders asked if there were any questions for the City Administrator or any of the Directors on the report presented. There were no questions or comments.

PUBLIC REQUESTS TO BE HEARD:

Mayor Sanders read the following statement: "Any member of the public addressing the Council shall abide by Council Policy Resolution No. 35 regarding the Principles of Conduct and Decorum which states 'any statements made during City Council meetings by the Mayor, members of the City Council, City officials and employees, or members of the general public shall not involve personal, impertinent, or slanderous attacks on individuals, regardless of whether the individual so attacked is an elected official, a city official or employee, or a member of the general public' and also Bellevue City Code Section 2-68 regarding the manner of addressing the Council. Copies of the aforementioned rules are posted outside the Council Chambers. Speakers shall limit their presentations to five minutes."

Mr. Chuck Fredrick spoke about the need for transparency. He encouraged people to check out his website. He spoke about Council Policy 17 which requires Council Committees to give "reports" from their meetings to the City Clerk, but that is not being done. He thinks the Budget Committee was disbanded without Council approval.

Mayor Sanders asked for additional comments from the public. No one came forward to speak. Mayor Sanders closed the public requests to be heard section of the meeting.

CLOSED SESSION:

Motion was made by Burns, seconded by Shannon, to adjourn into closed session at 6:28 p.m., for the protection of the public interest, for a discussion on the potential sale of City properties on Mission Avenue. Roll call vote on the motion was as follows: Hansen, Cook, Shannon, Preister, Burns, and Moudry voted yes; voting no: none. Motion carried.

In addition to the Mayor and City Council, City Administrator Joe Mangiamelli, City Attorney Patrick Sullivan, Assistant City Attorney Timothy Buckley, Finance Director Rich Severson, and Planning Director Chris Shewchuk were asked to participate.

Motion was made by Shannon, seconded by Cook, to adjourn from closed session and reconvene in regular session at 7:00 p.m. Roll call vote on the motion was as follows: Hansen, Cook, Shannon, Preister, Burns, and Moudry voted yes; voting no: none. Motion carried.

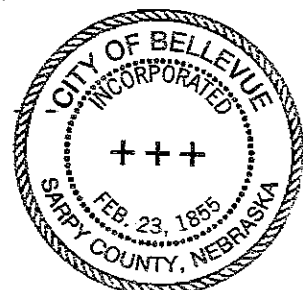
ADJOURNMENT:

There being no further business to come before the Council at this time, on motion by Shannon, seconded by Burns, at 7:00 p.m. the meeting adjourned.


Sabrina Ohnmacht, City Clerk

Rita Sanders, Mayor

<< Acknowledgement is on the Next Page >>



MINUTE RECORD

Bellevue City Council Meeting, July 9, 2018, Page 3

I, the undersigned, City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on July 9, 2018; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such subjects were contained in said agendas for at least twenty-four hours prior to said meeting; 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; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.


City Clerk

MINUTE RECORD

*56.2
7-23-18

CLAIMS FOR JULY 23, 2018

PAGE 1

MAYOR

CENTURY LINK	MONTHLY SERVICE-2018-6-22	1.79
		<u>\$ 1.79</u>

CITY ADMINISTRATOR

BELLEVUE PAPILLION ROTARY CLUB	2ND HALF ROTARY DUES	100.00
CENTURY LINK	MONTHLY SERVICE-2018-6-22	3.58
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-7-5	30.49
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-JULY 2018	24.48
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-JULY 2018	51.35
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	157.47
		<u>\$ 367.37</u>

CITY COUNCIL

UPS	MAILING FEES	1.34
		<u>\$ 1.34</u>

LEGAL

ADAMS & SULLIVAN, PC	RETAINER-JUN 2018	5,850.00
ADAMS & SULLIVAN, PC	COB VS BPOA, FOP #59	1,320.00
ADAMS & SULLIVAN, PC	COB VS GUARDIAN TAX PARTNER	935.75
ADAMS & SULLIVAN, PC	COB-EMPLOYMEE 2016-93	1,456.25
ADAMS & SULLIVAN, PC	COB-EMPLOYMENT MATTERS	3,325.00
ADAMS & SULLIVAN, PC	COB-LITIGATION MATTERS	1,856.25
ADAMS & SULLIVAN, PC	COB VS ABBOTT & BPOA	10,873.75
ADAMS & SULLIVAN, PC	COB VS HULL	412.50
ADAMS & SULLIVAN, PC	COB-EMPLOYEE 2017-103	1,655.00
ADAMS & SULLIVAN, PC	COB-FIRE DEPT ISSUES	1,221.25
MARK A KLINKER	RETAINER-JULY 2018	500.00
		<u>\$ 29,405.75</u>

CABLE ADVISORY

CENTURY LINK	MONTHLY SERVICE-2018-6-22	1.19
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-7-5	22.87
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-JULY 2018	20.59
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-JULY 2018	29.92
		<u>\$ 74.57</u>

CITY CLERK

CENTURY LINK	MONTHLY SERVICE-2018-6-22	1.79
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE	62.41
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-7-5	39.64
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-JULY 2018	18.00
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-JULY 2018	25.80
		<u>\$ 147.64</u>

MINUTE RECORD

CLAIMS FOR JULY 23, 2018

PAGE 2

FINANCE/RISK MANAGEMENT/SAFETY

BELLEVUE OPTICAL	SAFETY GLASSES-NIEMOLLER	125.00
CENTURY LINK	MONTHLY SERVICE-2018-6-22	8.91
INDOFF	OFFICE SUPPLIES	275.96
INFOSAFE SHREDDING	SHREDDING SERVICE	30.00
LEAGUE OF NEBRASKA MUNICIPALITIES	CONFERENCE REGISTRATIONS	820.00
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE	2.57
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-7-5	33.54
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-JULY 2018	73.69
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-JULY 2018	120.24
RICH SEVERSON	REIMB FOR CONFERENCE EXPENSES	101.80
THE CURE	PPE FOR WORKERS CLEANING AFTER THE FLOOD	177.01
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		\$ 1,768.72

LIBRARY

CENGAGE LEARNING, INC	BOOKS	616.58
CENTURY LINK	MONTHLY SERVICE-2018-6-22	5.96
CRYSTAL ANDERSON	REIMB FOR MILEAGE	27.88
INGRAM LIBRARY SERVICES	BOOKS	2,476.57
LINDA R HANSON	REIMB FOR SHIPPING BACK SUPPLIES	19.95
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE	13.88
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-7-6	129.43
OCLC INC	ONLINE CATALOGING MONTHLY	1,261.16
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2018-2-26	2,187.12
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-JULY 2018	70.56
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-JULY 2018	92.56
RUFF WATERS	AQUARIUM MAINTENANCE	96.99
SANDRA ASTLEFORD	REIMB FOR SUPPLIES	191.00
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		\$ 7,189.64

ADMINISTRATIVE SERVICES/PERSONNEL

CENTURY LINK	MONTHLY SERVICE-2018-6-22	8.94
INFOSAFE SHREDDING	SHREDDING SERVICE	30.00
INTEGRATED REHAB	PHYSICAL EXAMS	135.00
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE	122.71
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-7-5	25.91
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-JULY 2018	85.39
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-JULY 2018	119.75
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	2,613.29
		<hr/>
		\$ 3,140.99

PUBLIC WORKS

CENTURY LINK	MONTHLY SERVICE-2018-6-22	7.15
DVORAK LAW GROUP	LIABILITY CLAIM DEFENSE BILL-EBY	1,505.00
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE	119.25
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-7-5	20.38
ONE CALL CONCEPTS	DIGGERS HOTLINE-MONTHLY	649.92
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-JULY 2018	59.90
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-JULY 2018	97.91
SYN-TECH SYSTEMS	FUELMASTER MAINTENANCE AGREEMENT	825.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	122.88
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		\$ 3,407.39

MINUTE RECORD

CLAIMS FOR JULY 23, 2018

PAGE 3

PARKS

ABSOLUTE TREE SERVICE	TREE REMOVAL-LAFAYETTE LN	1,200.00
ALEXANDER LAWN & LANDSCAPE, INC	ROW MOW-CYCLE 5	9,983.70
AQUA-CHEM	CHEMICALS FOR POOL, SUPPLIES	398.25
A-RELIEF SERVICES	PORTABLE RESTROOM-CITY PARKS	932.00
B&D DIAMOND PRO	BALLFIELD SUPPLIES	1,034.00
CAMPGROUND AUTOMATION SYSTEMS	ONLINE RESERVATION SYSTEM	550.00
CENTURY LINK	MONTHLY SERVICE-2018-6-22	5.37
GRAINGER	CHARGER, BATTERY	256.00
HGM ASSOCIATES INC	AMERICAN HEROES-PHASE 6	19,386.06
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	102.74
MENARDS	TROLLEY JACK	26.88
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-7-5	2,386.75
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2018-2-26	9,033.97
PAPILLION SANITATION	CODE DUMPSTER	730.28
PRECISE MRM LLC	POOLED DATA	64.40
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-JULY 2018	102.10
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-JULY 2018	143.37
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	3,980.26
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	13.42
WESTLAKE ACE HARDWARE	BATTERIES, FLASHLIGHT	80.95
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		\$ 50,410.50

RECREATION

AMERICAN FOODS GROUP	CONCESSION SUPPLIES	104.00
ANDREW OR AMY STEINBACH	REFUND FOR SWIMMING LESSONS	90.00
BRANDI UDELL	REFUND FOR SWIMMING LESSONS	60.00
CENTURY LINK	MONTHLY SERVICE-2018-6-22	7.75
CLARE SEVERN	REFUND FOR SWIMMING LESSONS	45.00
CORY LANG	REFUND FOR B-BALL SHIRTS	66.28
DILLONS CUSTOMER CHARGES	CONCESSION SUPPLIES	186.61
HANNAH DUNN	REFUND FOR SWIMMING LESSONS	60.00
JODI PETERSON	REFUND FOR COACH PITCH	66.00
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE	51.86
MIDWEST IMPRESSIONS	UMPIRE T-SHIRTS	538.25
PRIMA DISTRICUTION	POPCORN POPPER	405.89
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-JULY 2018	21.60
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-JULY 2018	31.34
TARA GALE	REFUND RENTAL DEPOSIT FOR WEDDING	350.00
TINA SCOTT	REFUND FOR POOL PARTY	75.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	313.66
WESTLAKE ACE HARDWARE	SUPPLIES	5.36
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		\$ 2,478.60

BUILDING MAINTENANCE

CENTURY LINK	MONTHLY SERVICE-2018-6-22	0.60
ADVANCED CARPET CLEANING, INC	CLEAN CARPET-PD	720.00
APOLLO REFRIGERATION & HEATING SYSTEMS	AC MAINTENANCE-DIST 3	1,769.33
AQUA-CHEM	CHEMICALS FOR POOLS, SUPPLIES	1,170.85
ATLAS COPCO COMPRESSORS, LLC	6 MOS SERVICE AND INSPECTION	610.70
BIG RED LOCKSMITHS	COMBINATION CHANGED, KEY	97.28
CONTROL MASTERS, INC	REPAIR LINE VOLTAGE-GILBERT POOL	325.33

MINUTE RECORD

CLAIMS FOR JULY 23, 2018

PAGE 4

BUILDING MAINTENANCE (cont'd)

FILTER SHOP	FILTERS	110.74
FISH WINDOW CLEANING	WINDOW CLEANING	644.00
IDEAL PURE WATER COMPANY	BOTTLED WATER	27.25
JACKSON SERVICES, INC	DOOR MAT SERVICE-CITY BUILDINGS	358.41
KB BUILDING SERVICES	JANITORIAL SERVICES-JULY 2018-1510 WALL	10,708.50
MENARDS	RE-BAR, PLUMBING SUPPLIES, PLANTS, TOOLS, CLEANING SUPPLIES, LUMBER, PAINT, LIMESTONE	2,070.71
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-2-21	916.93
O'KEEFE ELEVATOR COMPANY	ELEVATOR MAINTENANCE	490.06
OMAHA DOOR & WINDOW COMPANY	GARAGE DOOR SPRINGS	100.00
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2018-2-26	2,412.47
PLIBRICO REFRACTORY CONSTRUCTION	CHECKCHILL WATER PUMP, BREAKER TRIPPING	3,099.64
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-JULY 2018	56.16
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-JULY 2018	61.73
SUPPLYWORKS	JANITORIAL SUPPLIES	522.60
TRICO MECHANICAL SERVICES	AC MAINTENANCE-SENIOR CENTER	4,924.83
WESTLAKE ACE HARDWARE	TANK SPRAYER, TRIM LINE, MULCH, CLEANING SUPPLIES	210.02
		\$ 31,408.14

CEMETERY

CENTURY LINK	MONTHLY SERVICE-2018-6-22	0.60
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-7-6	91.48
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2018-2-26	109.91
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-JULY 2018	16.13
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-JULY 2018	22.53
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	83.09
		\$ 323.74

STREETS

ASP ENTERPRISES, INC	EROSION CONTROL	790.00
ASPHALT & CONCRETE MATERIALS	ASPHALT	143.00
BRUCE STOHLMAN	REIMB FOR DAMAGED MAILBOX	50.37
CARROLL CONSTRUCTION SUPPLY	BRICK RED REPLACEABLE	880.00
CENTRAL SALT	DE-ICING SALT	1,358.64
CENTURY LINK	MONTHLY SERVICE-2018-6-22	5.37
CREATIVE RISK SOLUTIONS	TPA LOSS FUNDING -JUN 2018	844.28
MENARDS	SUPPLIES	57.52
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-7-5	570.92
MICHAEL TODD & COMPANY	ARROW STENCIL	204.00
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2018-2-26	15,106.31
OMAHA PUBLIC POWER DISTRICT	MONTHLY STREET LIGHTING-2018-6-28	76,288.05
READY MIXED CONCRETE COMPANY	CONCRETE	8,261.34
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-JULY 2018	241.92
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-JULY 2018	321.22
TAB CONSTRUCTION	2017 CONCRETE PROJECTS	54,681.05
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	1,096.13
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	13.42
		\$ 160,913.54

MINUTE RECORD

CLAIMS FOR JULY 23, 2018

PAGE 5

FLEET MAINTENANCE

911 CUSTOM, LLC	LED LIGHTS	206.05
ALLIED OIL & TIRE COMPANY	OIL	1,233.22
ARROW TOWING	HEAVY DUTY TOW	530.38
AUTO VALUE PARTS - SOUTH OMAHA	PARTS	337.69
AUTOMOTIVE WAREHOUSE DIST, INC	PARTS	806.27
BAUM HYDRAULICS CORP	YOKE	75.37
BAXTER CHRYSLER DODGE JEEP	FUEL MODULE, TIE ROD, PARTS	876.47
CENTURY LINK	MONTHLY SERVICE-2018-6-22	4.17
COLORVISION CORP - OMAHA	PAINT SUITS	109.39
CORNHUSKER INTERNATIONAL TRUCKS	THERMOSTAT, FAN BELT, MIRROR, BLOWER, CONNECTORS, AIR SPRINGS	1,035.72
CREATIVE RISK SOLUTIONS	TPA LOSS FUNDING -JUN 2018	307.92
DANKO EMERGENCY EQUIPMENT	Q SIREN	1,692.05
DILLON BROTHERS H-D BUELL	WIRE HARNESS-POMC1	31.83
FARM PLAN	WASHERS, FILTERS, SPRING, ROPE ROTOR	63.99
GCR TIRES & SERVICE	TIRES, ALIGNMENT	638.82
GRAINGER	SHELF BINS	353.27
HEAVY DUTY SPECIALISTS	FUEL PROBE	39.20
HOSE & HANDLING, INC	HOSE ASSEMBLY, GASKETS	313.48
INTERSTATE BATTERIES	BATTERIES	1,511.10
J & J SMALL ENGINE SERVICE	FUSE BLOCK, TERMINALS	137.88
JIM HAWK TRUCK TRAILERS	DRYER CARTRIDGE, PURGE VALVE	71.70
LIONS AUTOMOTIVE, I NC	SEAT CUSHION-PO131	500.00
LOGAN CONTRACTORS SUPPLY	FILTER HOUSING	50.08
MARK BRAUN	AC LEAK DETECTOR	500.00
MATHESON TRI-GAS INC	GLOVES, WELDING SUPPLIES	208.79
MENARDS	TOUGH BOX, SUPPLIES	(382.26)
MIDWEST TIRE COMPANY	RADIAL TUBE	103.00
NAPA AUTO PARTS	FILTERS, OIL	662.55
NEBRASKA IOWA INDUSTRIAL FASTENERS	SUPPLIES	155.25
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2018-2-26	1,353.39
P&M HARDWARE	BELT, ALTERNATOR	303.76
POWERPLAN	PLATED FITTINGS	1,998.47
QUALITY TIRES, INC	TIRES	660.00
RADIATOR DEPOT	AC CONDENSOR	99.00
REGIONAL DEFENSE SERVICES, LLC	BEARING, LATCH RAIL MOUNT	924.08
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-JULY 2018	122.54
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-JULY 2018	173.28
SEAGRAVES FIRE APPARATUS, LLC	D-RING HANLDE	314.33
SERVICE EXPRESS CO	GREASE GUN, TRANSFER PUMP	230.67
STATE STEEL	STEEL FOR FAB SHOP	128.36
SUSPENSION SHOP	LEAF SPRING FOR ST50	1,021.32
TDV DISTRIBUTING	PENETRATING OIL	198.00
TOMASEK MACHINE SHOP	PIPE NIPPLES	185.00
TRUCK CENTER COMPANIES	PARTS	309.85
TURFWERKS	COVER LATCHES, SERVICE WORK	173.78
UNITED AUTO RECYCLERS	WHEEL	85.00
UPS STORE	FREIGHT TO SEND PARTS BACK	30.21
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	512.59
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	80.40
WELDON PARTS INC	FAN CLUTCH, PULLEY, LED LIGHTS	1,676.76
WICK'S STERLING TRUCKS	RADIATOR PIN, RETAINER CLIP	751.04
WOODHOUSE FORD SOUTH	RESERVOIR ASSY, BRAKE BOOSTER, MIRROR	901.65
	\$	24,406.86

MINUTE RECORD

CLAIMS FOR JULY 23, 2018

PAGE 6

SOLID WASTE

SARPY COUNTY LANDFILL	LANDFILL CHARGE	839.83
		839.83

PLANNING

CENTURY LINK	MONTHLY SERVICE-2018-6-22	1.79
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	90.23
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-7-5	18.44
OMAHA WORLD HERALD CO	LEGAL AD	21.73
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-JULY 2018	34.29
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-JULY 2018	50.26
		\$ 216.74

PERMITS & INSPECTIONS

CENTURY LINK	MONTHLY SERVICE-2018-6-22	2.98
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-7-5	24.58
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-JULY 2018	66.38
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-JULY 2018	94.70
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	936.13
		\$ 1,124.77

POLICE/CODE ENFORCEMENT

ANTHONY ORSI	REIMB FOR TRAINING EXPENSES	815.85
AUTO BODY AUTHORITY	TOW CHARGE	80.00
AUTO GLASS CENTER	GLASS TINT FOR UNDERCOVER VEHICLE	70.00
BELLEVUE ANIMAL HOSPITAL	VET BILL	377.67
BIG RED LOCKSMITHS	UNLOCK TRUNK	150.00
BODY BASICS FITNESS EQUIPMENT	FITNESS EQUIPMENT	995.00
CENTURY LINK	MONTHLY SERVICE-2018-6-22	56.59
CIOX - HEALTHPORT	SUBPEONA FOR INVESTIGATIONS	20.00
CITY OF OMAHA	OMAHA TRAFFIC SIGNAL DAMAGE	5,674.25
CREATIVE RISK SOLUTIONS	TPA LOSS FUNDING -JUN 2018	8,874.25
CULLIGAN OF OMAHA	BOTTLED WATER	312.90
DILLON BROTHERS H-D BUELL	WIRE HARNESS AND STAND	446.25
DON'S PIONEER UNIFORMS	UNIFORM ITEMS-CAPELLANO	361.87
EMILY CHASE	REIMB FOR TRAINING EXPENSES	331.50
FEDERAL EXPRESS CORPORATION	MAILING CHARGES	55.30
GALLO PROFESSIONAL POLYGRAPH SERVICES	POLYGRAPH SERVICE	350.00
GOVDIRECT, INC	VEHICLE DOCKING, GETAC KEYBOARD, GETAC TABLET	4,053.62
INDOFF	OFFICE SUPPLIES	147.90
INFOSAFE SHREDDING	SHREDDING SERVICE	150.00
LP POLICE	MONTHLY LOCATE PLAN	129.95
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE	562.40
MENARDS	CLEANING SUPPLIES	55.37
METRO LEASING	2015 FORD EXPLORERS	19,479.00
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-7-5	448.45
MORROW AND ASSOCIATES	EXAM YEAR 2017, RETAINER	4,500.00
OFFICE DEPOT	OFFICE SUPPLIES	73.50
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2018-2-26	39.97
PROGRESSIVE BUSINESS TECHNOLOGIES	MAINTENANCE AGREEMENT	225.00
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-JULY 2018	901.44
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-JULY 2018	1,691.43
UPS STORE	FREIGHT TO SEND FACE SHIELD BACK	16.90
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	15,233.51
VERIZON WIRELESS	MONTHLY SERVICE	479.40
VERIZON WIRELESS-VSAT	SUBPEONA FOR INVESTIGATIONS	450.00
		\$ 67,609.27

MINUTE RECORD

CLAIMS FOR JULY 23, 2018

PAGE 7

FIRE & RESCUE		
AIRGAS USA, LLC	MEDICAL SUPPLIES	31.47
BOUND TREE MEDICAL, LLC	MEGA CODE KELLY, SIMPAD PLUS SYSTEM, MEDICAL SUPPLIES	16,363.39
CENTURY LINK	MONTHLY SERVICE-2018-6-22	15.50
CREATIVE RISK SOLUTIONS	TPA LOSS FUNDING -JUN 2018	6,825.07
ED M FELD EQUIPMENT CO	SCBA REPAIRS	2,982.64
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	471.93
MENARDS	PAINT	20.96
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-7-5	2,349.14
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2018-2-26	8,680.39
PHYSIO-CONTROL CORPORATION	LIFEPACK AND ELECTRODES	5,542.00
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-JULY 2018	468.86
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-JULY 2018	803.50
SHRED-IT USA	SHREDDING SERVICE	144.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	6,952.97
		\$ 51,651.82
NON-DEPARTMENTAL/CONTRACTS		
CENTURY LINK	MONTHLY SERVICE-2018-6-19	1,308.81
LOCKTON COMPANIES, LLC	WELLNESS CONSULTING FEE-JUL 2018	1,650.00
LOCKTON COMPANIES, LLC	AUTO ENDORSEMENT PREMIUM	889.00
METRO AREA TRANSIT	MAT SERVICE-2,186 MILES-MAY 2018	4,145.00
NE-DEPARTMENT OF REVENUE	LODGING TAX - JUN 2018	721.01
NE-DEPARTMENT OF REVENUE	SALES TAX - JUN 2018	3,068.64
SPARQDATA SOLUTIONS	PAYROLL RECORDS IMAGING	3,461.78
TASC - TOTAL ADMINISTRATIVE SERVICES CORP	TASC QUARTERLY FEES-7/1 - 9/30/18	1,203.36
		\$ 16,447.60
INFORMATION TECHNOLOGY		
CORE TECHNOLOGIES, INC	UC ADMINISTRATOR	365.63
TESSCO	ANTENNA AND RECEIVER	417.98
TJ CABLE	LOCATES	300.00
WESTLAKE ACE HARDWARE	SUPPLIES	25.01
		\$ 1,108.62
WASTEWATER		
CENTURY LINK	MONTHLY SERVICE-2018-6-22	48.42
CITY OF OMAHA	SEWER FEES-FEB 2018	416,572.30
CREATIVE RISK SOLUTIONS	TPA LOSS FUNDING -JUN 2018	1,880.83
DOUG KRANIEWSKI	REIMB TRAINING EXPENSES	306.84
HAMMERHEAD	POINT REPAIR, WINTER	25,200.00
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE	23.61
MENARDS	CARTRIDGE FUSE	5.58
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-7-6	253.97
MICHAEL STEDNITZ	REIMB TRAINING EXPENSES	293.63
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2018-2-26	3,573.21
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-JULY 2018	77.18
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-JULY 2018	107.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	1,135.16
		\$ 449,477.73
COMMUNITY BETTERMENT		
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2018-2-26	85.38
		\$ 85.38

MINUTE RECORD

CLAIMS FOR JULY 23, 2018

PAGE 8

COMMUNITY DEVELOPMENT		
ABBY HIGHLAND	CDBG CONSULTANT-JUNE 2018	2,349.50
HEARTLAND FAMILY SERVICE	MONTHLY EXPENSES TO 6/30/2018	5,454.01
LIFT UP SARPY COUNTY	FINAL BILLING-SARPY CASA VISITATION	433.09
OMAHA WORLD HERALD	LEGAL AD	54.12
PROJECT HOUSEWORKS	CRITICAL EMERGENCY HOME REPAIR	11,494.62
THIELE GEOTECH	ENVIRONMENTAL ESTING	9,694.00
		<u>\$ 29,479.34</u>
FEDERAL FORFEITURES		
WITTROCK SANDBLASTING, INC	MRAP PAINTING	5,000.00
		<u>\$ 5,000.00</u>
BELLEVUE MUNICIPAL BUILDINGS-WALL ST		
ALL MAKES OFFICE EQUIPMENT CO	FURNITURE FOR HR	6,601.27
		<u>\$ 6,601.27</u>

TOTAL CLAIMS FOR JULY 23, 2018 \$ 945,088.95

TOTAL PAYROLL FOR JULY 13, 2018 \$ 1,038,488.33

*56.3
7-23-18

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	July 23, 2018	AGENDA ITEM TYPE:
SUBMITTED BY: Karen Jackson - Administrative Services Director *Consent agenda	SPECIAL PRESENTATION	<input type="checkbox"/>
	LIQUOR LICENSE	<input type="checkbox"/>
	ORDINANCE	<input type="checkbox"/>
	PUBLIC HEARING	<input type="checkbox"/>
	RESOLUTION	<input type="checkbox"/>
	CURRENT BUSINESS	<input checked="" type="checkbox"/>
	OTHER (SEE CLERK)	<input checked="" type="checkbox"/>

SUBJECT:

*Approval of and Authorization for the Mayor to sign the NE. Transportation Assistance Agreement with NDOT

SYNOPSIS:

Agreement with the Nebraska Department of Transportation to receive reimbursement funds for operational expenses of the Specialized Transportation Service up to a maximum of \$143,214.00 in FY 18/19.

FISCAL IMPACT:

This agreement, in the amount of \$143,214.00, amounts to approximately a 50% match in operational expenses.

BUDGETED ITEM: ☒ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

All personnel and associated operational expenses are budgeted in the Administrative Services department budget. These reimbursement funds are tracked under the revenues for the department.

RECOMMENDATION:

To approve the agreement with NDOT to accept monthly reimbursement funds for expenses associated with operating the Specialized Transportation Service up to \$143,214.00 for FY 18/19.

BACKGROUND:

The department of Administrative Services applies annually for Public Transportation Assistance funds through NDOT to subsidize the operational expenses associated with running the Specialized Transportation Service for senior and disabled residents. The application for FY 18/19 was approved at the maximum request level.

ATTACHMENTS:

1	Transportation Assistance Agreement
2	
3	

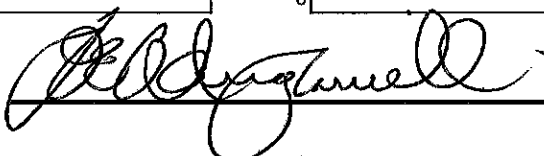
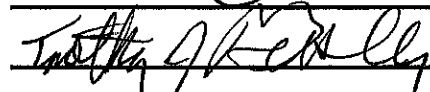
4	
5	
6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

AGREEMENT

THIS AGREEMENT made and entered into by the State of Nebraska, Department of Transportation, hereinafter referred to as "Department," and the City of Bellevue, hereinafter referred to as "Contractor," is for the purpose of providing partial funding of Contractor's Public Transportation System (hereinafter referred to as "Project"), from July 1, 2018 until June 30, 2019.

WHEREAS, the Nebraska Public Transportation Act as provided by Neb.Rev.Stat. §13-1201 through 13-1214 (Reissue 2016), established a public transportation assistance program to provide State financial assistance to qualified eligible recipients, and

WHEREAS, the Contractor qualifies as an eligible recipient of public transportation assistance, and

WHEREAS, the Contractor has agreed to operate, or contract for the operation of, a public transportation system for the duration of this Agreement; and

WHEREAS, the Contractor has the capability to provide local matching funds of an amount equal to that provided by the Department;

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

Section 1 PROJECT SCOPE

The Contractor shall undertake and complete the Project as described in its Application for the Nebraska Public Transportation Assistance Program, hereinafter referred to as "Project Application", filed with and approved by the Department, and in accordance with the terms and conditions of this Agreement.

Section 2 REDUCED FARES

The Contractor agrees to offer, on city bus systems included in this Project and operating over regularly scheduled routes, a reduced fare to the elderly and handicapped not to exceed one-half of

the rates generally applicable to other persons at peak hours for each one way trip. The Contractor may designate certain peak hours during which this section shall not apply.

Section 3 AGREEMENT PERFORMANCE TERM

The Agreement performance term shall be from July 1, 2018 until June 30, 2019.

Section 4 FUNDING

The Department's share shall not exceed State funds of \$143,214.00 or 50% of eligible operating costs whichever is smaller. The fulfillment of this dollar amount will be contingent upon the availability of State funds during the Agreement performance term referred in Section 3.

Section 5 PROJECT COST

The Department shall subsidize a percentage of the eligible operating deficit and the Contractor agrees to provide, from local sources, funds in an amount equal to the Department subsidy. The Contractor shall initiate and pursue to completion all actions necessary to enable the Contractor to provide its share of the Project costs at or prior to the time that such funds are needed to meet Project costs. The Contractor further agrees no refund or reduction of the amount so provided will be made, unless there is at the same time, a refund to the Department of a proportionate amount.

Section 6 PROJECT EQUIPMENT USES

The Contractor agrees the Project equipment shall be used as described in the approved Project Application for the duration of its useful life. If, during such useful life, any Project equipment is not used in this manner or is withdrawn from service, the Contractor shall immediately notify the Department and shall dispose of such equipment in accordance with procedures acceptable to the Department.

Section 7 LEASES OR SUBCONTRACTS

Anytime the Contractor leases or subcontracts with a third party for the operation of public transportation, the requirements and stipulations contained herein shall be held applicable to the third party. All third party subcontracts shall be approved by the Department, prior to execution by the Contractor.

Section 8 RECORDS AND REPORTS

(a) ESTABLISHMENT AND MAINTENANCE OF ACCOUNTING RECORDS

The Contractor shall keep and maintain satisfactory records with regard to the use of the property in accordance with the Accounting Manual and submit to the Department upon request such information as is required in order to assure compliance with this Section and shall immediately notify the Department in all cases where the service offered is changed substantially from that described in the Project Application. The Contractor shall establish and maintain, in accordance with requirements established by the Department in the Accounting Manual, separate accounts for the Project, either independently or within its existing accounting system, to be known as the Project Account.

(b) PROJECT COSTS DOCUMENTATION

All charges to the Project Account shall be supported by properly executed invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges, in accordance with the Accounting Manual.

(c) CHECKS, ORDERS AND VOUCHERS

Any check or order drawn by the Contractor with respect to any item which is or will be chargeable against the Project Account will be drawn only in accordance with a properly signed voucher then on file in the office of the Contractor stating in proper detail the purpose for which such check or order is drawn. All checks, invoices, contracts, vouchers, orders or other accounting documents

pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other such documents.

(d) REPORTS

The Contractor shall advise the Department regarding the progress of the Project at such times and in such manner as the Department may require, including, but not limited to meetings and monthly reports. The Contractor shall submit to the Department, at such time as may be required, such financial statements, data, records, contracts and other documents related to the Project as may be deemed necessary by the Department, and shall permit extracts and copies thereof to be made, during the Agreement period and for three (3) years after the date of final payment.

Section 9 PAYMENTS

(a) The Department shall pay for the eligible costs incurred under the terms of this Agreement and only those costs properly documented and itemized on the Contractor's invoice.

(b) Payments shall be made once each month and shall be for costs incurred within the scope of this Agreement. The Contractor shall submit monthly invoices and such invoices, or supplements thereto, shall be the basis of payment. The final invoice (for the month of June) must be submitted to the Department no later than August 15th following the close of the Agreement performance term. Any invoices received after that date will be paid from funds authorized for the following fiscal year's agreement. The invoices shall be signed by a duly authorized representative of the Contractor, certifying that all of the items therein are true and correct. Payment shall be made subject to pre-audit processes by duly authorized representative(s) of the Department. The Department, upon receipt of the proper invoices, will make every reasonable effort to provide payment to the Contractor within (15) calendar days.

Section 10 INSPECTIONS AND AUDIT

The Contractor shall permit the Department, or its duly authorized representative(s), to inspect all vehicles, facilities and equipment engaged by the Contractor as part of the Project, all transportation services rendered by the Contractor by the use of such vehicles, facilities and equipment and all relevant Project data and records. The Contractor shall also permit the Department or its duly authorized representative(s) to conduct audit procedures of the financial records and accounts of the Contractor pertaining to the Project.

Section 11 TERMINATION

Either party may, by written notice to the other party, terminate the Project and cancel this Agreement after thirty (30) days' notice for any of the following reasons:

- (1) The Contractor discontinues providing the transportation services as agreed;
- (2) The Contractor takes any action pertaining to this Agreement without the approval of the Department and which under the procedures of this Agreement would have required the approval of the Department;
- (3) The commencement, prosecution or timely completion of the Project by the Contractor is, for any reason, rendered improbable, impossible or illegal;
- (4) The Contractor shall be in default under any provision of this Agreement;
- (5) The Contractor fails to provide sufficient matching funds as defined in its Project Application; or
- (6) The Contractor desires termination for any reason.

Section 12 AGREEMENT CHANGES

Any proposed change in this Agreement shall be submitted to the Department for its prior approval.

Section 13 PROHIBITED INTERESTS

Any member, officer, or employee of the Contractor shall comply with appropriate State Statutes concerning any interest, direct or indirect in this Agreement or the proceeds thereof.

Section 14 NONDISCRIMINATION

The Contractor agrees to abide by the provisions of the Nebraska Fair Employment Practice Act as provided by Neb.Rev.Stat. §48-1101 through 48-1126 (Reissue 2010), and all regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27 as set forth in Exhibit "A" attached hereto and hereby made a part of this Agreement.

Section 15 CLAIMS

The Contractor indemnifies, saves and holds harmless the Department and all its agents and employees of and from any and all claims, demands, actions or causes of action of whatever nature or character arising out of or by reason of the work to be performed by the Contractor hereunder and further agrees to defend at its own sole cost and expense any action or proceeding commenced for the purpose of asserting any such claim of whatever character arising as a result of the action taken hereunder by the Contractor. It is further agreed that any and all employees of the Contractor and all other employees except employees of the Department while engaged in the performance of any work or services required or provided for herein to be performed by the Contractor shall not be considered employees of the Department, and that any and all claims that may or might arise under the Workers' Compensation Act of the State of Nebraska on behalf of said employees while so engaged on any of the work or services provided to be rendered herein shall in no way be the obligation or responsibility of the Department.

Section 16 INSURANCE

The Contractor shall maintain in amount and form satisfactory to the Department such insurance or, if permitted by law, Contractor shall maintain a self-insurance program as will be adequate to protect it and the subcontractor, if any, in case of accident. As a minimum, the coverage shall consist of not less than the following amounts:

1. Workers' Compensation - Statutory
 2. Bodily Injury and Property Damage - with
 a combined single limit of liability of \$500,000 each occurrence
- or
- | | |
|------------------------|---------------------------|
| Bodily Injury | |
| General and Automobile | \$250,000 each person |
| General and Automobile | \$500,000 each occurrence |
| Property Damage | |
| General and Automobile | \$250,000 each occurrence |
| General | \$500,000 each aggregate |

The insurance referred to in Number 2 above shall be written under Comprehensive General and Comprehensive Automobile Liability Policy Forms, including coverage for all owned, hired, and non-owned automobiles. The Contractor may at his option provide the limits of liability as set out above by a combination of the above-described policy forms and excess liability policies. Contractor shall verify compliance with this section by submitting a copy of its Certificate of Insurance, or if self-insured, a letter to this effect.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized representative of the Contractor and Department effective the day and year below written.

EXECUTED by the Contractor this ____ day of _____, 2018

CITY OF BELLEVUE

BY _____

TITLE _____

EXECUTED by the Department this ____ day of _____, 2018

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION

Ryan Huff, P.E.
Intermodal Planning Engineer

EXHIBIT A

NONDISCRIMINATION CLAUSES

During the performance of this Agreement, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

(1) Compliance with Regulations: The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

(2) Nondiscrimination: The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of handicap, race, color or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A", "B" and "C" of Part 21 of the Regulations.

(3) Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the ground of handicap, race, color or national origin.

(4) Information and Reports: The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this Agreement, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:

- (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions of noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the Department, and in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

11a
7.23.18

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	July 23, 2018	AGENDA ITEM TYPE:
SUBMITTED BY: Sabrina Ohnmacht, City Clerk		SPECIAL PRESENTATION <input type="checkbox"/>
		LIQUOR LICENSE <input type="checkbox"/>
		ORDINANCE <input type="checkbox"/>
		PUBLIC HEARING <input checked="" type="checkbox"/>
		RESOLUTION <input type="checkbox"/>
		CURRENT BUSINESS <input type="checkbox"/>
		OTHER (SEE CLERK) <input type="checkbox"/>

SUBJECT:

P/H: Event License Application - Freedom Running Company for a 5k,10k, and Half Marathon utilizing Haworth Park and the Keystone Trail

SYNOPSIS:

The Freedom Running Company is hosting a 5k,10k, and Half Marathon on August 11th in Haworth Park and the Keystone Trail from 6:00 a.m. to 12:00 p.m.

FISCAL IMPACT:

\$50 Event License Fee

BUDGETED ITEM: ☐ YES ☒ NO

PROJECT # & TRACKING INFORMATION:

RECOMMENDATION:

Approval of the Event.

BACKGROUND:

Freedom Running Company is sponsoring this event

ATTACHMENTS:

- 1 Application
- 2 Comments from PD, Streets & Parks
- 3

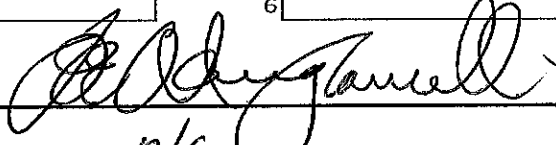
- 4
- 5
- 6

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:


n/a
n/a



CITY OF BELLEVUE

APPLICATION FOR EVENT LICENSE

The undersigned hereby makes application to conduct or operate a carnival, show, temporary amusement park, or music concert in the City of Bellevue, Nebraska, under the provisions of City Code Sections 5-36 thru 5-40, and hereby submits the following facts in support thereof:

Date: 7/6/18

APPLICANT (Name/Address/Phone #): Jayme Ramos 13807 Clearwater Dr.
4022975547 Papillion NE 68133

CORPORATION (Name/Address): Freedom Running Company
7508 S 84th St La Vista, NE 68128

CORPORATION OFFICERS: Jayme and Joe Ramos

PROPOSED ACTIVITY: Beat The Heat 5K, 10K, Half Marathon

DAY/DATE OF PROPOSED ACTIVITY: Saturday, August 11, 2018

LOCATION OF PROPOSED ACTIVITY: Haworth Park - Keystone Trail

HOURS OF OPERATION: 6am - 12:00noon

WHAT PROVISIONS, IF APPLICABLE, HAVE BEEN MADE FOR THE FOLLOWING:

1. Sanitary Facilities: 3 porta potties

2. Running Water: N/A

3. Power: generator

4. Parking: parking available @ park

5. Insurance: event insurance / business insurance

Please address any specific requests of the Police/Parks/Streets Departments on the 2nd page.

I guarantee to the City of Bellevue that the premises will be cleaned and inspected following the above listed event on the day(s) indicated and, after inspection by the City, we will meet any additional responsible requests of the City of Bellevue as to the cleaning of the premises. For equal opportunity enjoyment for all individuals, I guarantee that all events will meet the legal requirements outlined in the American with Disabilities Act (ADA) and its amendments to prevent discrimination and enable individuals with disabilities to participate fully in all aspects of the event.

Signature of Applicant: Jayme Ramos

FOR CITY OFFICE USE ONLY:

Notice of Hearing published in a legal newspaper on _____.

City Council hearing date: _____

License Fee of \$50 paid on: _____ Receipt #: _____

Sabrina Ohnmacht

From: Susan Kluthe
Sent: Monday, July 09, 2018 8:13 AM
To: Sabrina Ohnmacht
Subject: FW: BEAT THE HEAT 2

From: Jayme Ramos <generationfitne@gmail.com>
Sent: Friday, July 06, 2018 10:57 AM
To: Susan Kluthe <Susan.Kluthe@bellevue.net>
Subject: Fwd: BEAT THE HEAT 2

----- Forwarded message -----

From: Jayme Ramos <generationfitne@gmail.com>
Date: Fri, Jul 6, 2018 at 10:09 AM
Subject: BEAT THE HEAT 2
To: Jayme Williams <generationfitne@gmail.com>

**FREEDOM RUNNING COMPANY PRESENTS SECOND ANNUAL:
BEAT THE HEAT!**

Charity run benefitting Veteran Suicide

When: Saturday Aug 11, 2018

Time: 6:30am-12:00pm

Complete with Nine Line EMS

Where: Along the keystone trail out and back – not requesting trail be shut down.

100 participants (of all ages)

Three portapotties along trail and dirt road, start and finish.

Participants will parking areas surrounding the park.

Requesting a completely fenced off area with three security guards and Infusion Brewery to serve ONE beer to finisher participants 21 and older. There will be an ID check and no one under the age of 21 will enter a 12x24 secluded fenced in area with 3 security guards on hand. This will only be open 11:00am-12:00pm

The 2nd Beat the Heat race will take place in Bellevue, Nebraska, at Haworth Park. The Half Marathon and 10k will feature a flat and fast out and back course along the beautiful Keystone Trail. The perfect course to set a PR.

Kids under the age of 10 are welcome to run in the Kids Fun Run which will begin at 9:00am. The kids will be divided by age and run in age related heats. Distance will vary from approximately from 50-200 yards based on age. All Kids Fun Run participants will receive an event shirt, medal.

Fee Include:

Race Entry

Custom Metal

T-Shirt

—
Jayme Ramos

Co-Founder/Owner Freedom Running Company

Sabrina Ohnmacht

From: Bobby Riggs
Sent: Thursday, July 12, 2018 3:02 PM
To: Sabrina Ohnmacht
Subject: RE: Event License Review

STREET DEPT – NO ISSUES/CONFLICTS WITH THE EVENT

Bobby Riggs
Street Superintendent
City of Bellevue
Office: (402) 293-3126
Fax: (402) 293-3077
E-mail: Bobby.Riggs@bellevue.net

From: Sabrina Ohnmacht
Sent: Wednesday, July 11, 2018 11:39 AM
To: Rob Bailey; Larry Lampman; Dave Stukenholtz; Brian Madison; Bobby Riggs; Jeff Roberts
Subject: Event License Review

They did not anything down as needed from the City Departments. Please advise of any issues by Wednesday, the 18th, at noon.

Sabrina

Sabrina Ohnmacht, CMC
City Clerk

City of Bellevue
1500 Wall Street
Bellevue, NE 68005
Phone 402.293.3007
Fax 402.293.3068
sabrina.ohnmacht@bellevue.net
*****please note new street address*****



11a.1
7.23.18

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	07-23-18	AGENDA ITEM TYPE:	
SUBMITTED BY: Sabrina Ohnmacht, City Clerk		SPECIAL PRESENTATION	<input type="checkbox"/>
		LIQUOR LICENSE	<input checked="" type="checkbox"/>
		ORDINANCE	<input type="checkbox"/>
		PUBLIC HEARING	<input checked="" type="checkbox"/>
		RESOLUTION	<input type="checkbox"/>
		CURRENT BUSINESS	<input type="checkbox"/>
		OTHER (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

Application of Half Full Inc. for a Special Designated Liquor License to serve beer at the finish line of the "Beat the Heat" event in Haworth Park, from 9:00 a.m. to 12:00 p.m. on August 11, 2018

SYNOPSIS:

At the end of the "Beat the Heat" races, runners of drinking age can receive a free beer in a designated area.

FISCAL IMPACT:

On Day License Fee -- \$40.00

BUDGETED ITEM: ☐ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

RECOMMENDATION:

The Police have reviewed the application (see attached). Request Council recommendation.

BACKGROUND:

Special Designated Liquor License (SDLs) Applications are turned in directly to the City Clerk's Office. They are reviewed by the Police, submitted to the City Council for review and recommendation, and then given back to the applicant to forward to the Nebraska Liquor Control Commission for issuance (if there are no issues).

ATTACHMENTS:

1. Application
2. Police Report
- 3.

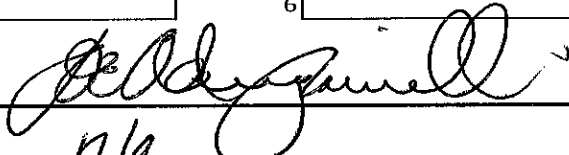
- 4.
- 5.
- 6.

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:


n/a
n/a

NEBRASKA LIQUOR CONTROL COMMISSION
PHONE: (402) 471-2571
Website: www.lcc.nebraska.gov

**Special Designated License
Local Recommendation (Form 200)**
Applications must be entered on the portal after local approval – no exceptions
Late applications are non-refundable and will be rejected

Half Full Inc

Retail Liquor License Name or *Non-Profit Organization (*Must include Form #201 as Page 2)

3578 Farnam St. Omaha, NE 68131

Retail Liquor License Address or Non-Profit Business Address

LK 116284

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only 8-11-18

Event Date(s):

Event Start Time(s): 9:00

Event End Time(s): 12:00

Alternate Date: None

Alternate Location Building & Address: None

Event Building Name: Haworth Park

Event Street Address/City: 2502 Payne Dr. Bellevue, NE 68005

Indoor area to be licensed in length & width: ____ X ____

Outdoor area to be licensed in length & width: 12 X 24 (Diagram Form #109 must be attached)

Type of Event: Half Marathon, 10K and 5K Estimate # of attendees: 200

Type of alcohol to be served: Beer ☒ Wine _____ Distilled Spirits _____
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: Danielle Wageman Event Contact Phone Number: 712-579-8384

Event Contact Email: danielle.w@infusionbrewing.com

*Signature Authorized Representative:  Printed Name William Baburek

I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

*Retail licensee – Must be signed by a member listed on permanent license

*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:

The local governing body for the City/Village of _____ OR County of _____ approves
the issuance of a Special Designated License as requested above. (Only one should be written above)

Local Governing Body Authorized Signature

Date

APPLICATION FOR A
SPECIAL DESIGNATED LIQUOR LICENSE

POLICE REPORT

DATE OF COUNCIL MEETING: 07-23-18 Due to City Clerk: by noon 07-18--18

APPLICANT: Half Full Inc.

LOCATION/ADDRESS: Haworth Park, 2502 Payne Drive , Bellevue 68005

REQUESTED ACTION: Request for a Special Designated Liquor License to serve beer
at the conclusion of the "Beat the Heat" 5k, 10k, & Half Marathon being held in Haworth
Park, 2502 Payne Drive, on August 11th, 2018, from 9:00 a.m. to 12:00 p.m.

COMMENTS:

Approved

Sgt. Thane B. 7-17-18

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

12a
7.23.18

COUNCIL MEETING DATE:	7/23/18	AGENDA ITEM TYPE:	
SUBMITTED BY: Rich Severson, Finance Director		SPECIAL PRESENTATION	<input type="checkbox"/>
		LIQUOR LICENSE	<input type="checkbox"/>
		ORDINANCE	<input type="checkbox"/>
		PUBLIC HEARING	<input type="checkbox"/>
		RESOLUTION	<input checked="" type="checkbox"/>
		CURRENT BUSINESS	<input checked="" type="checkbox"/>
		OTHER (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

Approve 2018 CDBG Action Plan and authorize Mayor to sign SF-424 and Certifications.

SYNOPSIS:

As an entitlement community for HUD's Community Development Block Grant (CDBG) program, the City is required to submit an annual Action Plan outlining projects and activities for the next fiscal year that meet all eligibility requirements and address priority goals and needs outlined in the Consolidated Plan. The 2018 Action Plan is presented for approval and includes the CDBG Committee's project recommendation for 2018 entitlement funding.

FISCAL IMPACT:

\$ 356,838 in 2018 CDBG entitlement funding and \$3,313 in reallocated funding will be included in the CDBG Fund 60 Balance in the FY 2018-2019 budget.

BUDGETED ITEM: ☒ YES ☐ NO GRANT/MATCHING FUNDS ☐ YES ☒ NO
IF NO, EXPLAIN: IF YES, %, \$, EXPLAIN:

The City receives reimbursement as funds are expended for CDBG projects; entitlement funds do not require match funding.

PROJECT NAME, CALENDAR AND CODING:

Requestor Finance	Project Name:	*Projects will be named & coded following Council and HUD approval.	
	Expected Start Date:	01/01/2019	Expected End Date: 12/31/2019
	CIP Project Name:	NA	
	MAPA # and Name:	NA	
	Street District # and Name:	NA	
	Distribution Code:	CDBG-1918..	
		[Fund-Dept-Project-Subproject-Funding Source-Cost Center]	
GL Account #:		GL Account Name:	

RECOMMENDATION:

Approve Resolution 2018-17 and authorize the Mayor to sign the AF-424 Application for Assistance and Non-State Certifications.

BACKGROUND:

As an entitlement community for the receipt of Community Development Block Grant (CDBG) funds, HUD requires the City to submit an annual Action Plan including projects & activities that will be funded during the next fiscal year, expected outcomes of each project, and a summary of citizen participation. The City of Bellevue conducts an application process to allocate entitlement funds each year. Following eligibility review by staff, the CDBG Committee reviewed each application received, held a public hearing, and made a funding recommendation which is included in the Action Plan. The Notice of Availability & Public Hearing for the draft plan was published on June 20, 2018, and a public hearing to obtain comments was held during the July 9th council meeting. All comments received regarding the draft plan have been included in the final Action Plan. The Funding Recommendation attachment outlines the CDBG Committee recommendation. Once approved, the 2018 Action Plan will be sent to HUD for review and approval.

ATTACHMENTS:

- 1 2018 Funding Recommendation
- 2 Resolution 2018-17
- 3 HUD Form SF-424

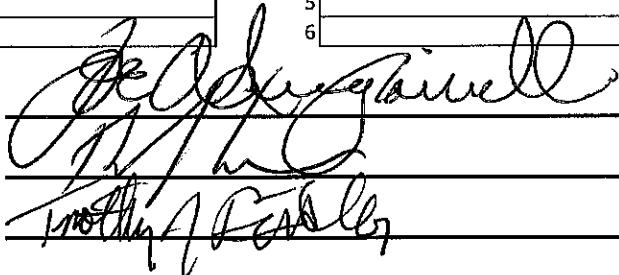
4	
5	
6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:



RESOLUTION NO. 2018-17

A RESOLUTION ADOPTING THE 2018 ACTION PLAN AND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM BUDGET FOR THE OCTOBER 2018 – SEPTEMBER 2019 PROGRAM YEAR, AND AUTHORIZING THE MAYOR TO SUBMIT THE PLAN TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

WHEREAS, the 2018 Action Plan meets all current planning and application requirements of the Community Planning and Development Programs funded by the U.S. Department of Housing and Urban Development; and

WHEREAS, the consolidated programs include Community Development Block Grant; Home Investment Partnership program, Emergency Shelter Grants and Housing Opportunities for Persons with AIDS; and

WHEREAS, the City of Bellevue has conducted public hearings and has received public input concerning the development of an Annual Action Plan and otherwise informed residents of the proposed plan of activities and budget levels included in the “Action Plan” for Fiscal Year 2018-2019; and

WHEREAS, the Annual Action Plan contains the HUD Form 424, an annual plan for the current funding year, and the required certifications of eligibility for federal assistance.

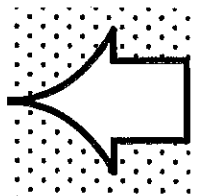
NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Bellevue, Nebraska, as follows

- (a) The Council has reviewed the 2018 Action Plan which includes the plan for expenditure of Community Development Block Grant program funds and activities scheduled for October 2018 - September 2019 and find it to be consistent with the overall objectives of the Housing and Community Development Act and local neighborhood redevelopment strategies.
- (b) The Council, after evaluation of all the pertinent information presented, authorize the Mayor to submit on behalf of the City of Bellevue, the 2018 Action Plan for Community Planning and Development Programs for the October 2018 – September 2019 Program Year.

FURTHER, BE IT RESOLVED that an immediate necessity exists to protect and enhance the quality of life and general welfare of the citizens of Bellevue, this resolution shall be effective immediately upon its passage and publication.

PASSED, APPROVED AND ADOPTED by the Mayor and City Council of the City of Bellevue, State of Nebraska, on this 23rd day of July 2018.

Rita Sanders, Mayor



(SEAL)

ATTEST:

Sabrina Ohnmacht, City Clerk

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

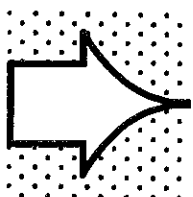
Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 135.

Signature of Authorized Official

Date

Title



Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) 2018 [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

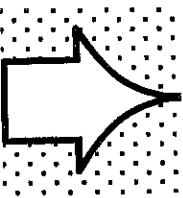
Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.



Signature of Authorized Official

Date

Title

OPTIONAL Community Development Block Grant Certification

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

Signature of Authorized Official

Date

Title



APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*** 2. Type of Application:**

- ☒ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

*** 3. Date Received:**

8/15/18

4. Applicant Identifier:

47-6006099

5a. Federal Entity Identifier:

47-6006099

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: CITY OF BELLEVUE

* b. Employer/Taxpayer Identification Number (EIN/TIN):

47-6006099

* c. Organizational DUNS:

054156260

d. Address:

* Street1: 1500 WALL STREET

Street2:

* City: BELLEVUE

County/Parish:

SARPY

* State: NE: Nebraska

Province:

* Country: USA: UNITED STATES

* Zip / Postal Code: 68005

e. Organizational Unit:

Department Name:

FINANCE DEPARTMENT

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Ms .

* First Name:

ABBY

Middle Name:

* Last Name: HIGHLAND

Suffix:

Title: CDBG PROGRAM ADMINISTRATION

Organizational Affiliation:

CDBG CONSULTANT, CITY OF BELLEVUE, FINANCE DEPARTMENT

* Telephone Number: 402-293-3000

Fax Number: 402-293-3058

* Email: abby.highland@outlook.com

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

11. Catalog of Federal Domestic Assistance Number:

14.218

CFDA Title:

COMMUNITY DEVELOPMENT BLOCK GRANT/ENTITLEMENT GRANTS

*** 12. Funding Opportunity Number:**

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

PROJECTS TO BE FUNDED WITH B-18 CDBG ENTITLEMENT FUNDING INCLUDE PUBLIC FACILITIES AND IMPROVEMENTS, PUBLIC SERVICES, ECONOMIC DEVELOPMENT, AND PROGRAM ADMINISTRATION ACTIVITIES.1

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

1

* b. Program/Project

1

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

10/01/2018

* b. End Date:

09/30/2019

18. Estimated Funding (\$):

* a. Federal

356838

* b. Applicant

* c. State

* d. Local

* e. Other

3313

* f. Program Income

* g. TOTAL

* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)

☐ Yes

☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☐ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:

Ms.

* First Name:

RITA

Middle Name:

* Last Name:

SANDERS

Suffix:

* Title:

MAYOR, CITY OF BELLEVUE

* Telephone Number:

402-293-3020

Fax Number:

402-293-3058

* Email:

rita.sanders@bellevue.net

* Signature of Authorized Representative:

* Date Signed:

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 01/31/2019

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

TITLE

MAYOR, CITY OF BELLEVUE

APPLICANT ORGANIZATION

CITY OF BELLEVUE, NE

DATE SUBMITTED

7/23/18

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

126
7.23.18

COUNCIL MEETING DATE:	07/23/2017	AGENDA ITEM TYPE:	
SUBMITTED BY: Finance Director		SPECIAL PRESENTATION	<input type="checkbox"/>
		LIQUOR LICENSE	<input type="checkbox"/>
		ORDINANCE	<input type="checkbox"/>
		PUBLIC HEARING	<input checked="" type="checkbox"/>
		RESOLUTION	<input checked="" type="checkbox"/>
		CURRENT BUSINESS	<input type="checkbox"/>
		OTHER (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

CDBG Consulting Contract Renewal

SYNOPSIS:

The City's CDBG specialist utilizes a contracted consultant. The City has received a high quality of service and reduced the cost of CDBG over the past two years. This is a renewal of that contract for the period July 18, 2018 through July 17, 2019 with an increase in the hourly rate to \$39/hr. from \$37/hr. The cost of the CDBG consultant is paid by the HUD/CDBG program funds (no direct cost to the City).

FISCAL IMPACT:

Continued savings to the City of approximately \$25k annually by contracting versus a full-time employee.

BUDGETED ITEM: ☒ YES ☐ NO

GRANT/MATCHING FUNDS

☐ YES ☐ NO

IF NO, EXPLAIN:

IF YES, %, \$, EXPLAIN:

PROJECT NAME, CALENDAR AND CODING:

Requestor	Project Name:	
	Expected Start Date:	Expected End Date:
	CIP Project Name:	
	MAPA # and Name:	
	Street District # and Name:	
Finance	Distribution Code:	
	GL Account #:	GL Account Name:

RECOMMENDATION:

Approve the Independent Contractor Agreement renewal.

BACKGROUND:

The CDBG specialist had been with the City for eight years (six years as an employee and two years as a contractor), bringing the CDBG program to a highly-respected level by participants and HUD administrators. In order to continue that level of competence in the performance of CDBG duties, the City is proposing to renew the contract with the individual. These CDBG services are reimbursed by CDBG program funds.

ATTACHMENTS:

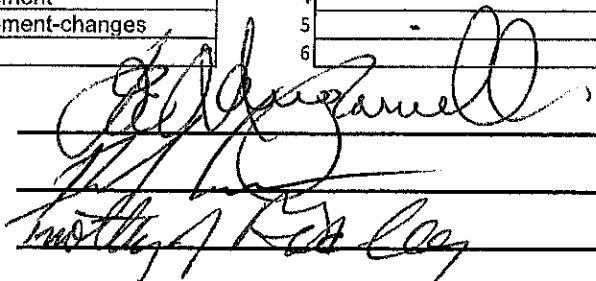
1	Contractor Agreement	4	
2	Contractor Agreement-changes	5	
3		6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:



RESOLUTION NO. 2018-18

WHEREAS, the City of Bellevue is qualified to receive funding from the Housing and Urban Development Department (HUD) through the Community Development Block Grant (CDBG) Program which includes criteria for eligibility of applications, administration of approved programming and other grant requirements; and,

WHEREAS, Abby Highland was employed by the city of Bellevue to oversee the city's CDBG program until her husband's reassignment to an Air Force Base in California, and has performed this work admirably on a contract basis since, even assisting HUD in training programs for grant administrators in other Nebraska communities; and,

WHEREAS, the Finance Director, to whom Abby Highland reports, has recommended the Independent Contractor Services Agreement, a copy of which is attached hereto and by this reference made part hereof, be extended for another year; and,

WHEREAS, the extension runs through July 17, 2019, at a cost of \$39.00 per hour not to exceed 1,200 hours per year.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELLEVUE, NEBRASKA, that the Independent Contractor Agreement with Abby Highland for grant administrative services for the Community Development Block Grant Program is hereby extended for a one-year period to July 17, 2019, at a cost of \$39.00 per hour, not to exceed 1,200 hours.

BE IT FURTHER RESOLVED, the Mayor is authorized to sign the Agreement on behalf of the City of Bellevue, Nebraska.

Approved this 23rd day of July, 2018.

By:

;

Mayor

Attest:

Approved as to Form:

City Clerk



City Attorney

**INDEPENDENT CONTRACTOR AGREEMENT
COMMUNITY DEVELOPMENT BLOCK GRANT "CDBG" PROGRAM SPECIALIST**

THIS AGREEMENT is made and entered into this 23rd day of July 2018 by and between the City of Bellevue, a Municipal Corporation (hereinafter referred to as the "City") and the independent contractor, Abby Highland (hereinafter referred to as "Highland" or "CDBG Specialist").

WHEREAS, the City participates in the federally funded Community Development Block Grant entitlement program (hereinafter referred to as "CDBG Program");

WHEREAS, the City desires the CDBG Specialist to perform certain professional consultation services pertaining to coordination and implementation of the CDBG Program, more specifically described below (also referred to as "Work");

WHEREAS, the CDBG Specialist represents that she is qualified and desires to perform such Work;

THEREFORE, the City and Highland, in consideration of the mutual covenants and agreement herein contained, do mutually agree as follows:

1. **SCOPE OF WORK.** During the term of this Agreement, the CDBG Specialist agrees to fully and completely perform Work for the City, in a manner and form satisfactory to the City, as more specifically set forth in Exhibit "A".

2. **TIME AND PLACE FOR WORK.** The CDBG Specialist will perform Work outside of the premises and/or the geographical location of the City. The CDBG Specialist shall comply with all federal, state and local timelines for the completion of Work under this Agreement.

3. **OWNERSHIP OF WORK.** The CDBG Specialist expressly acknowledges that the Work and services provided hereunder, including but not limited to any material, designs, products, inventions, original works of authorship, creative works, discoveries, innovations, improvements, developments, and modifications, are being specially ordered and commissioned by the City. The Work contributed by the CDBG Specialist hereunder shall be considered a "work made for hire" as defined by the copyright laws of the United States. The City shall be the sole and exclusive owner and copyright proprietor of all rights, title and interest in and to the CDBG Specialist's Work and services provided hereunder, in whatever stage of completion.

If for any reason the Work hereunder is determined at any time not to be a "work made for hire", the CDBG Specialist hereby expressly agrees to irrevocably transfer and assign to the City all rights, title and interest therein, including all copyrights and reproduction rights to any Work prepared by the CDBG Specialist in connection with and arising out of this Agreement, as well as all extensions thereto. The CDBG Specialist further agrees to cooperate with the City in securing and defending the City's rights, title, ownership, copyright and interest.

The CDBG Specialist represents that, except with respect to material furnished to the CDBG Specialist by the City, the CDBG Specialist is the sole author of the Work and all services are original with the CDBG Specialist and not copied in whole or in part from any other Work; that the CDBG Specialist's Work is not libelous or obscene, or knowingly violates the right of privacy or publicity, or any other rights of any person, firm or entity.

4. **TERM AND TERMINATION.** The term of this Agreement shall be effective on the 23rd day of July 2018 and shall continue thereafter in full force and effect for a period of one (1) year, ending July 22nd, 2019. This Agreement may be terminated by (1) mutual, written agreement of all parties; (2) ninety (90) days' written notice of either party, for any reason; or (3) thirty (30) days' written notice of either party, in the event the other party fails or refuses to perform any of its duties and responsibilities under this Agreement; provided, however, that in the event the failure is remedied within thirty (30) days after such notice is given, such notice shall be null and void and the Agreement shall continue in full force and effect. This Agreement may be renewed for a term of one (1) year, on an annual basis, if agreed to in writing by all parties.

5. **COMPENSATION AND PAYMENT.** The City agrees to pay the CDBG Specialist for full and completed performance of all Work under this Agreement at the rate of THIRTY-NINE DOLLARS AND NO/100 (\$39.00) per hour, not to exceed 1,200 hours per year. The CDBG Specialist will record her time on a per project basis and submit invoices every two weeks for all Work completed, whether or not the project has been completed. The City will remit payment to the CDBG Specialist within ten (10) business days of approval of said invoices by the City Council. The City shall send payments to the CDBG Specialist's mailing address as set forth below. The CDBG Specialist is responsible for informing the City of any change of address. The CDBG Specialist will not receive any further payment from the City unless mutually agreed to in writing in advance.

6. **TRAVEL EXPENSES.** The City agrees to reimburse the CDBG Specialist for travel expenses and other costs associated with such travel, including airfare and accommodations, which are pre-approved in writing by the City Administrator or his or her designee, and directly related to the CDBG Specialist's completion of Work under this Agreement.

7. **RESOURCES.** The CDBG Specialist shall supply her own computer, supplies and contact information, including email address and phone number. The CDBG Specialist shall not have access to the City's intranet, City server or City email. The CDBG Specialist shall have access to any City records and information necessary to complete Work under this Agreement, including but not limited to, contact information and forms. The City's staff will be available for meetings with the CDBG Specialist, with reasonable advance notice, so as not to unreasonably interfere with or adversely affect the timeline for completion of Work under this Agreement.

8. **INSURANCE.** The CDBG Specialist shall furnish a Certificate of Insurance as proof that she has secured and paid for policies of public liability and automobile insurance covering all risks incident to or in connection with the execution, performance, attempted performance or nonperformance of this Agreement. The amounts of such insurance shall not be less than the maximum liability that can be imposed on the City under the laws of the State of Nebraska.

9. **PROFESSIONAL RESPONSIBILITY.** Nothing in this statement shall be construed to interfere with or otherwise affect the rendering of services by the CDBG Specialist in accordance with her independent and professional judgment. The CDBG Specialist shall perform her services substantially in accordance with generally accepted practices and principles of her trade.

10. **CONFIDENTIALITY.** The CDBG Specialist acknowledges that she may be given or have access to Confidential Information, which is information or material proprietary to the City, including any information, data, know how, and other intellectual property, utilized by the City in its course of business. The CDBG Specialist agrees to keep, hold and maintain in trust all such Confidential Information and to neither directly nor indirectly disclose to any third party such Confidential Information without the prior written consent of the City. This obligation shall survive the termination of any agreement or relationship between the parties. At any time upon request in writing by the City, the CDBG Specialist shall immediately return or destroy such Confidential Information in its possession and control. Upon breach of any provision of this confidentiality agreement, the City shall be entitled to equitable and injunctive relief, recovery of any and all damages and any other remedies available under applicable law or in equity as determined by a court of competent jurisdiction.

11. **RELATION OF THE PARTIES.** The CDBG Specialist is retained by the City for the purposes and to the extent set forth in this Agreement and the CDBG Specialist's relationship to the City shall, during the term of this Agreement, be that of an Independent Contractor and shall not be considered as having an employee status. The City shall not withhold, from sums becoming payable to the CDBG Specialist hereunder, any amounts for State or Federal Income Tax, or for FICA (Social Security) Taxes, during the term of this Agreement.

12. **ANTI-DELEGATION.** The CDBG Specialist shall not delegate any of her Work to third parties.

13. **NOTICES.** All notices or other communications required or permitted under this Agreement must be in writing and addressed as set forth below:

CITY OF BELLEVUE:
City Administrator
210 West Mission Ave.
Bellevue, NE 68005

CDBG SPECIALIST:
Abby Highland
1282 Oleander
Edwards, CA 93523

14. **INDEMNIFICATION.** The CDBG Specialist agrees to accept and be responsible for her own acts or omissions, as well as the acts or omission of her employees, if any, in providing services under this Agreement and nothing in this Agreement shall be interpreted to place any such responsibility for acts or omissions onto the City. The CDBG Specialist agrees to indemnify, defend and hold harmless the City, its directors, officers, agents and employees from and against all claims, actions or causes of actions, including attorney fees, arising out of the CDBG Specialist's Work and services under this Agreement.

The City similarly agrees to accept and be responsible for its own acts or omissions, as well as the acts or omission of its employees, if any, in providing services under this Agreement and nothing in this Agreement shall be interpreted to place any such responsibility for acts or omissions onto the CDBG Specialist. The City agrees to indemnify, defend and hold harmless the CDBG Specialist, its directors, officers, agents and employees from and against all claims, actions or causes of actions, including attorney fees, arising out of the City's actions under this Agreement.

15. **GOVERNING LAW AND CONSTRUCTION.** This Agreement shall in all respects be interpreted, enforced, and governed under the laws of the State of Nebraska. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either of the parties.

16. **OTHER TERMS.** This Agreement shall be binding upon and inure to the benefit of the Parties, their successors, and assigns. This Agreement constitutes the complete understanding between the Parties, unless amended by a subsequent written agreement signed by the City and the CDBG Specialist. Nothing in the Agreement shall be construed as prohibiting or limiting the CDBG Specialist from engaging in order employment, including providing similar consultation services to third parties.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

AGREED AND ACCEPTED:

CITY OF BELLEVUE

MAYOR RITA SANDERS

Date: _____

ABBY HIGHLAND

Date: 7/13/18

Sabrina Ohnmacht, City Clerk

EXHIBIT "A"
Work to be Performed by CDBG Specialist

Provides the City and other entities with the appropriate processes and procedures to manage its allocation of HUD dollars.

Provides information to the City of community, social and economic resources available to low and moderate income families.

Implements all federal requirements and objectives outlined in the consolidated and annual action plans.

This vendor has a high degree of access to confidential information. Incumbents of this position shall adhere to the City Personnel policy regarding confidentiality.

Provides the plan and coordinates policy development for the Community Development Block Grant Program, ensuring compliance with applicable federal rules and regulations.

Prepares and submits necessary documents and reports in a timely manner, to remain in compliance with, but not limited to, HUD requirements, including the Consolidated Plan, Annual Action Plan, Consolidated Annual Performance and Evaluation Report, and required quarterly reports to Department of Housing and Urban Development.

Creates and provides necessary information to the City for the annual allocation process for CDBG funding provided by HUD, ensures programs and projects submitted meet the national objectives of the federal program.

Organizes the citizen participation process for the allocation of federal funds, including providing the City with posting notices, hosting of public hearings, and obtaining citizen comments.

Provides notice and tracking of availability, allocation, and expenditure of CDBG funds and performs continual financial monitoring of federally funded activities.

Provides ongoing monitoring of CDBG funding, including compliance with environmental review requirements, prevailing wage requirements and administrative regulations as they pertain to projects and activities funded through CDBG.

Coordinates the application, award process, and ongoing administration of selected federal, state and local grant funds, including assisting with the maintenance of federal expenditure schedules for annual audits.

Forecasts contract expenditures and revenues.

E-VERIFY AGREEMENT

THIS AGREEMENT is made and entered into this 23rd day of July 2018, by and between the City of Bellevue, a Municipal Corporation (hereinafter referred to as the "City") and the independent contractor, Abby Highland (hereinafter referred to as "Contractor").

The City and Contractor hereby incorporate the following into each and every other agreement, whether oral or written, whether by work order, purchase order or otherwise, entered into between City and Contractor during any period during the term of this Agreement as if the following was part of each and every other agreement:

NEW EMPLOYEE WORK ELIGIBILITY STATUS

The Contractor is required and hereby 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. 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.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

SIGNATURE PAGE

Date: July 23, 2018.

THE CITY OF BELLEVUE, NEBRASKA

By: _____
Name: Rita Sanders
Title: Mayor

ATTEST:

City Clerk

Abby Highland, Contractor

By: Abby Highland
Name: Abby Highland
Title: Contractor

**INDEPENDENT CONTRACTOR AGREEMENT
COMMUNITY DEVELOPMENT BLOCK GRANT "CDBG" PROGRAM SPECIALIST**

THIS AGREEMENT is made and entered into this 23rd~~18th~~ day of July, ~~2017~~2018, by and between the City of Bellevue, a Municipal Corporation (hereinafter referred to as the "City") and the independent contractor, Abby Highland (hereinafter referred to as "Highland" or "CDBG Specialist").

WHEREAS, the City participates in the federally funded Community Development Block Grant entitlement program (hereinafter referred to as "CDBG Program");

WHEREAS, the City desires the CDBG Specialist to perform certain professional consultation services pertaining to coordination and implementation of the CDBG Program, more specifically described below (also referred to as "Work");

WHEREAS, the CDBG Specialist represents that she is qualified and desires to perform such Work;

THEREFORE, the City and Highland, in consideration of the mutual covenants and agreement herein contained, do mutually agree as follows:

1. **SCOPE OF WORK.** During the term of this Agreement, the CDBG Specialist agrees to fully and completely perform Work for the City, in a manner and form satisfactory to the City, as more specifically set forth in Exhibit "A".

2. **TIME AND PLACE FOR WORK.** The CDBG Specialist will perform Work outside of the premises and/or the geographical location of the City. The CDBG Specialist shall comply with all federal, state and local timelines for the completion of Work under this Agreement.

3. **OWNERSHIP OF WORK.** The CDBG Specialist expressly acknowledges that the Work and services provided hereunder, including but not limited to any material, designs, products, inventions, original works of authorship, creative works, discoveries, innovations, improvements, developments, and modifications, are being specially ordered and commissioned by the City. The Work contributed by the CDBG Specialist hereunder shall be considered a "work made for hire" as defined by the copyright laws of the United States. The City shall be the sole and exclusive owner and copyright proprietor of all rights, title and interest in and to the CDBG Specialist's Work and services provided hereunder, in whatever stage of completion.

If for any reason the Work hereunder is determined at any time not to be a "work made for hire", the CDBG Specialist hereby expressly agrees to irrevocably transfer and assign to the City all rights, title and interest therein, including all copyrights and reproduction rights to any Work prepared by the CDBG Specialist in connection with and arising out of this Agreement, as well as all extensions thereto. The CDBG Specialist further agrees to cooperate with the City in securing and defending the City's rights, title, ownership, copyright and interest.

The CDBG Specialist represents that, except with respect to material furnished to the CDBG Specialist by the City, the CDBG Specialist is the sole author of the Work and all services are original with the CDBG Specialist and not copied in whole or in part from any other Work; that the CDBG Specialist's Work is not libelous or obscene, or knowingly violates the right of privacy or publicity, or any other rights of any person, firm or entity.

4. **TERM AND TERMINATION.** The term of this Agreement shall be effective on the ~~18th~~^{23rd} day of July, ~~2017~~²⁰¹⁸, and shall continue thereafter in full force and effect for a period of one (1) year, ending July ~~22nd~~^{17th}, 2018~~9~~². This Agreement may be terminated by (1) mutual, written agreement of all parties; (2) ninety (90) days' written notice of either party, for any reason; or (3) thirty (30) days' written notice of either party, in the event the other party fails or refuses to perform any of its duties and responsibilities under this Agreement; provided, however, that in the event the failure is remedied within thirty (30) days after such notice is given, such notice shall be null and void and the Agreement shall continue in full force and effect. This Agreement may be renewed for a term of one (1) year, on an annual basis, if agreed to in writing by all parties.

5. **COMPENSATION AND PAYMENT.** The City agrees to pay the CDBG Specialist for full and completed performance of all Work under this Agreement at the rate of ~~THIRTY-SEVEN~~^{THIRTY-SEVEN} DOLLARS AND NO/100 (\$~~379.00~~^{379.00}) per hour, not to exceed 1,200 hours per year. The CDBG Specialist will record her time on a per project basis and submit invoices every two weeks for all Work completed, whether or not the project has been completed. The City will remit payment to the CDBG Specialist within ten (10) business days of approval of said invoices by the City Council. The City shall send payments to the CDBG Specialist's mailing address as set forth below. The CDBG Specialist is responsible for informing the City of any change of address. The CDBG Specialist will not receive any further payment from the City unless mutually agreed to in writing in advance.

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9. **PROFESSIONAL RESPONSIBILITY.** Nothing in this statement shall be construed to interfere with or otherwise affect the rendering of services by the CDBG Specialist in accordance with her independent and professional judgment. The CDBG Specialist shall perform her services substantially in accordance with generally accepted practices and principles of her trade.

10. **CONFIDENTIALITY.** The CDBG Specialist acknowledges that she may be given or have access to Confidential Information, which is information or material proprietary to the City, including any information, data, know how, and other intellectual property, utilized by the City in its course of business. The CDBG Specialist agrees to keep, hold and maintain in trust all such Confidential Information and to neither directly nor indirectly disclose to any third party such Confidential Information without the prior written consent of the City. This obligation shall survive the termination of any agreement or relationship between the parties. At any time upon request in writing by the City, the CDBG Specialist shall immediately return or destroy such Confidential Information in its possession and control. Upon breach of any provision of this confidentiality agreement, the City shall be entitled to equitable and injunctive relief, recovery of any and all damages and any other remedies available under applicable law or in equity as determined by a court of competent jurisdiction.

11. **RELATION OF THE PARTIES.** The CDBG Specialist is retained by the City for the purposes and to the extent set forth in this Agreement and the CDBG Specialist's relationship to the City shall, during the term of this Agreement, be that of an Independent Contractor and shall not be considered as having an employee status. The City shall not withhold, from sums becoming payable to the CDBG Specialist hereunder, any amounts for State or Federal Income Tax, or for FICA (Social Security) Taxes, during the term of this Agreement.

12. **ANTI-DELEGATION.** The CDBG Specialist shall not delegate any of her Work to third parties.

13. **NOTICES.** All notices or other communications required or permitted under this Agreement must be in writing and addressed as set forth below:

CITY OF BELLEVUE:
City Administrator
210 West Mission Ave.
Bellevue, NE 68005

CDBG SPECIALIST:
Abby Highland
~~1282 Oleander+205 Levier Street~~
Edwards, CA 93523

14. **INDEMNIFICATION.** The CDBG Specialist agrees to accept and be responsible for her own acts or omissions, as well as the acts or omission of her employees, if any, in providing services under this Agreement and nothing in this Agreement shall be interpreted to place any such responsibility for acts or omissions onto the City. The CDBG Specialist agrees to indemnify, defend and hold harmless the City, its directors, officers, agents and employees from and against all claims, actions or causes of actions, including attorney fees, arising out of the CDBG Specialist's Work and services under this Agreement.

The City similarly agrees to accept and be responsible for its own acts or omissions, as well as the acts or omission of its employees, if any, in providing services under this Agreement and nothing in this Agreement shall be interpreted to place any such responsibility for acts or omissions onto the CDBG Specialist. The City agrees to indemnify, defend and hold harmless the CDBG Specialist, its directors, officers, agents and employees from and against all claims, actions or causes of actions, including attorney fees, arising out of the City's actions under this Agreement.

15. **GOVERNING LAW AND CONSTRUCTION.** This Agreement shall in all respects be interpreted, enforced, and governed under the laws of the State of Nebraska. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either of the parties.

16. **OTHER TERMS.** This Agreement shall be binding upon and inure to the benefit of the Parties, their successors, and assigns. This Agreement constitutes the complete understanding between the Parties, unless amended by a subsequent written agreement signed by the City and the CDBG Specialist. Nothing in the Agreement shall be construed as prohibiting or limiting the CDBG Specialist from engaging in order employment, including providing similar consultation services to third parties.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

AGREED AND ACCEPTED:

CITY OF BELLEVUE

MAYOR RITA SANDERS

Date: _____

ABBY HIGHLAND

Date: _____

Sabrina Ohnmacht, City Clerk

EXHIBIT "A"
Work to be Performed by CDBG Specialist

Provides the City and other entities with the appropriate processes and procedures to manage its allocation of HUD dollars.

Provides information to the City of community, social and economic resources available to low and moderate income families.

Implements all federal requirements and objectives outlined in the consolidated and annual action plans.

This vendor has a high degree of access to confidential information. Incumbents of this position shall adhere to the City Personnel policy regarding confidentiality.

Provides the plan and coordinates policy development for the Community Development Block Grant Program, ensuring compliance with applicable federal rules and regulations.

Prepares and submits necessary documents and reports in a timely manner, to remain in compliance with, but not limited to, HUD requirements, including the Consolidated Plan, Annual Action Plan, Consolidated Annual Performance and Evaluation Report, and required quarterly reports to Department of Housing and Urban Development.

Creates and provides necessary information to the City for the annual allocation process for CDBG funding provided by HUD, ensures programs and projects submitted meet the national objectives of the federal program.

Organizes the citizen participation process for the allocation of federal funds, including providing the City with posting notices, hosting of public hearings, and obtaining citizen comments.

Provides notice and tracking of availability, allocation, and expenditure of CDBG funds and performs continual financial monitoring of federally funded activities.

Provides ongoing monitoring of CDBG funding, including compliance with environmental review requirements, prevailing wage requirements and administrative regulations as they pertain to projects and activities funded through CDBG.

Coordinates the application, award process, and ongoing administration of selected federal, state and local grant funds, including assisting with the maintenance of federal expenditure schedules for annual audits.

Forecasts contract expenditures and revenues.

E-VERIFY AGREEMENT

THIS AGREEMENT is made and entered into this 23rd~~18th~~ day of July, 2017~~8~~, by and between the City of Bellevue, a Municipal Corporation (hereinafter referred to as the "City") and the independent contractor, Abby Highland (hereinafter referred to as "Contractor").

The City and Contractor hereby incorporate the following into each and every other agreement, whether oral or written, whether by work order, purchase order or otherwise, entered into between City and Contractor during any period during the term of this Agreement as if the following was part of each and every other agreement:

NEW EMPLOYEE WORK ELIGIBILITY STATUS

The Contractor is required and hereby 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. 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.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

SIGNATURE PAGE

Date: July ~~18~~23, 20178.

THE CITY OF BELLEVUE, NEBRASKA

By: _____

Name: Rita Sanders

Title: Mayor

ATTEST:

City Clerk

Abby Highland, Contractor

By: _____

Name: _____

Title: _____

17c

RESOLUTION

SIGNING OF CONSTRUCTION ENGINEERING AGREEMENT – BK1835

City of Bellevue

Resolution No. 2018-19

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

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

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

Rita Sanders, Mayor of the City of Bellevue, is hereby authorized to sign the attached construction engineering services agreement between City of Beatrice, Nebraska and Alfred Benesch & Company

NDOR Project Number: MAPA-5061(1)

NDOR Control Number: 22736

NDOR Project Description: Bellevue Major Street Resurfacing

Adopted this _____ day of _____, 2018 at _____ Nebraska.
(Month)

The City Council of the City of Beatrice, Nebraska

<u>John Hansen</u>	<u>Don Preister</u>
<u>Paul Cook</u>	<u>Thomas Burns</u>
<u>Pat Shannon</u>	<u>Jim Moudry</u>

<u>Mayor</u>	

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

Task Order Agreement No.	BK1835
Master Agreement No.	BK1804
Effective (NTP) Date	
Task Order Amount	SRC \$138,597.58

**ON-CALL CONSTRUCTION ENGINEERING SERVICES
TASK ORDER AGREEMENT
LPA PROJECTS**

CITY OF BELLEVUE
ALFRED BENESCH & COMPANY
PROJECT NO. MAPA-5061(1)
CONTROL NO. 22736
BELLEVUE MAJOR STREET RESURFACING

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

WHEREAS, Consultant entered into an On-Call Professional Services Master Agreement No. BK1804 "Master Agreement, with the Nebraska Department of Transportation ("State") wherein Consultant agreed to provide Construction Engineering services ("Services") for future Federal-aid transportation projects when selected by LPA or State, and

WHEREAS, LPA, or State on LPA's behalf, selected Consultant to provide professional services for the project identified as Project No. MAPA-5061(1), and

WHEREAS, plans, special provisions, and standard specifications are being completed for the letting and construction of a federal-aid transportation related project, and

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

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 State 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	Jeff Sockel
Address	14748 W Center Road, Suite 200, Omaha, NE
Project Manager's Name	Jeff Sockel
Project Manager's Phone	402-333-5792

1.2 State Project Coordinator

Name	Marvin Lech
Phone Number	402-935-5402

1.3 LPA RC

Name	Dean Dunn
Phone Number	402-293-3144

1.4 State Agreements Specialist

Name	Dawn Knott
Phone Number	402-479-4414

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

- 2.1 State, on behalf of LPA will issue Consultant a written Notice-to-Proceed upon 1) full execution of this Task Order, 2) State's determination on LPA's behalf, that federal funding approval has been obtained for the project and 3) State's concurrence that the form of this Task Order is acceptable for federal funding eligibility. Invoiced charges for services performed by Consultant on the project prior to the date specified in the written Notice to Proceed will not be paid.
- 2.2 In the event that prior to the Effective Date of this Task Order, Consultant is issued a Notice-to-Proceed and Consultant began work, Consultant will be paid for such work in accordance with this Task Order and the Parties are bound by this Task Order as if the work had been completed after the Effective Date of the Task Order.
- 2.3 Consultant shall complete all the Services under this Task Order within 60 calendar days from the construction completion date stated on the DR Form 91 "Notification of Contract Completion." Consultant shall invoice the work within 105 calendar days of the construction completion date. The completion of the construction of this project is estimated to be November 3, 2018, and is subject to change. State's Construction Division Project Coordinator must approve any exception to this deadline. If justification is approved, a time extension will be granted. Any costs incurred by Consultant after the completion deadline will not be eligible for federal funding reimbursement.

SECTION 3. DURATION OF THE TASK ORDER (Matches Construction Project Lifespan)

- 3.1 Effective Date – This Task Order is effective when executed by the Parties.
- 3.2 Expiration Date -- This Task Order expires when State has (a) completed the project final audit and cost settlement or (b) waived the requirement of a financial audit.
- 3.3 Duration of the Task Order – This Task Order duration is from the Effective Date to the Expiration Date. The Task Order duration is "specified" under Neb. Rev. Stat. § 73-506 to the period of time necessary for a Consultant to complete the applicable phase or

phases of the development of this particular federal, state or locally funded construction project, including when applicable, the time during construction of the project.

- 3.4 Identifying Date – This Task Order may be identified by the date State signed the Task Order.
- 3.5 Termination or Suspension – State reserves the right to terminate or suspend this Task Order at any time for any of the reasons provided herein.

SECTION 4. TASK ORDER SCOPE OF SERVICES (CE)

- 4.1 Upon receiving a written notice to proceed from State, on behalf of LPA, Consultant must complete the Services in accordance with all federal-aid reimbursement requirements and conditions. The entire Scope of Services for this Task Order includes SECTION 5. 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 Scope of Services of the Master Agreement.
- 4.2 The Scope of Services in Exhibit "A" is the result of the following process:
- 4.2.1 Consultant was provided the detailed proposed Scope of Services for this project
- 4.2.2 Consultant made necessary and appropriate proposed additions, deletions, and revisions to the detailed Scope of Services document.
- 4.2.3 Consultant participated in a review of the proposed Scope of Services and the proposed revisions, and negotiated the final detailed Scope of Services and Fee Proposal document, which is attached as Exhibit "A".
- 4.3 Exhibit "A" sets out the Services reasonably necessary for Consultant Services to adequately observe, monitor, inspect, measure, manage, document and report so that LPA's project is constructed by the contractor in compliance with the Construction Contract Documents and "the Manuals" (as defined in the Basic Scope of Services set out in the Master Agreement), State and Federal law, rule or regulation and policy.
- 4.4 Upon receiving a written notice to proceed from State on behalf of LPA, Consultant shall complete the Services required under this Task Order and in accordance with the terms of the Master Agreement.
- 4.5 Additional Requirements:
- 4.5.1 Consultant shall advise the LPA, or State on behalf of LPA, when it appears any Disadvantaged Business Enterprise (DBE) working on the project is in need of assistance.
- 4.5.2 Consultant shall make every effort to assist the Contractor or any Subcontractor in interpreting Project Plans, Special Provisions, Standard Specifications, other Construction Contract Documents, or the Manuals.
- 4.5.3 Consultant shall be present at the project site or available locally beginning on the date specified in the notice to proceed to the contractor, unless project work has not begun at the site; or, with at least 24 hours' notice, at any prior date when contract work begins or when materials are delivered to the project that need to be tested, sampled or inspected to verify conformance to the requirements of the Construction Contract Documents.
- 4.5.4 Consultant shall promptly review and approve or reject all construction work on the project, with the right, but not the duty, for State and FHWA to review for compliance or funding eligibility.

- 4.5.5 Consultant shall submit to State, and to LPA if LPA is the primary point of contact, two copies weekly of all reports of field tests performed by Consultant. Consultant shall take prompt and appropriate action to reject or cause Contractor to remedy the work or materials that do not conform to the contract documents. Additionally, Consultant shall promptly notify State, and LPA if LPA is the primary point of contact, of work that does not conform to the contract documents.
- 4.5.6 Consultant shall comply with all Federal, State and local laws, rules or regulations, policies or procedures, and ordinances applicable to the work contemplated in this Task Order.
- 4.5.7 Project time delays attributed solely to the Contractor will constitute a basis for a request for an equivalent extension of time for Consultant. The Parties agree that federal reimbursement of extra compensation must be approved in advance as described in Exhibit "B", attached and incorporated herein by this reference.
- 4.5.8 Consultant shall complete the sampling and testing type, method and frequency according to the current State of Nebraska Manuals, including the Materials Sampling Guide and the State Standard Methods of Tests (www.transportation.nebraska.gov), and the Construction Contract Documents. For sampling or testing issues or situations that are not covered in the Construction Contract Documents or the Manuals, Consultant shall notify LPA, or State on behalf of LPA, provide its advice and request that LPA, or State on behalf of LPA, decide what testing type, method or frequency should be applied for this project. Any test methods or procedures that are proposed to be used and are not covered by State procedures must receive prior concurrence for use from State and FHWA.
- 4.5.9 Any person logging onto the NDOT network with a VPN Connection and logging onto SiteManager must log-in using only that person's credentials. Logging in using someone else's credentials is not allowed on a State or Local Federal-aid project.

SECTION 5. STAFFING PLAN (CE)

- 5.1 Consultant has provided LPA and 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 Task Order. Consultant understands that LPA and State are relying on key personnel from Consultant's Staffing Plan to be primarily responsible for completing the Services under this Task Order. LPA and State consider the Principals, Senior level staff, Project Managers, Team Leaders or other similar classifications, to be the key personnel for the services provided. While providing Services under this Task Order. During construction, Consultant may make occasional temporary changes to the key personnel. However, any permanent change to the key personnel will require prior written approval from LPA and State.
- 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 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 Task Order, hereby attests to the truth of the following certifications, and agrees as follows:
- Neb.Rev.Stat. § 4-114. I certify compliance with the provisions of Section 4-114 and, hereby certify that this Consultant shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. I agree to require all subconsultants, by contractual agreement, to require the same registration and verification process.
- 6.3 If Consultant is an individual or sole proprietorship, the following applies:
- a. Consultant must complete the United States Citizenship Attestation form and attach it to this Task Order. This form is available on the Department of Transportation's website at <http://dot.nebraska.gov/media/2802/dr289.pdf>.
 - 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 "A", attached and incorporated herein by this reference.
- 7.2 The general provisions concerning payment under this Task Order are set out on Exhibit "B".
- 7.3 For performance of the services as described in this Task Order, Consultant will be compensated based on **Specific Rates of Compensation** for actual work performed and direct non-labor expenses up to a maximum not-to-exceed amount of \$138,597.58 in accordance with Exhibit "B".

SECTION 8. SUSPENSION OR TERMINATION (CE Task Order, 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 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;

8.2.1 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

LPA and Consultant agree to be bound by and hereby incorporate by this reference as if fully set forth herein, Sections 11 through 13, and 15 through 28 of the On-Call Professional Services Master Agreement (BK1804) between the Nebraska Department of Transportation and Consultant, dated February, 2018 with one recurring change:

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

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, specific rates of compensation, 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.

SCOPE OF SERVICES

CONSTRUCTION ENGINEERING for

Project Name: Bellevue Major Street Resurfacing
Project Number: MAPA-5061(1)
Control Number: 22736

A. PROJECT DESCRIPTION

This scope provides for construction engineering services for construction inspection and providing quality assurance materials testing, plant inspection, and other services as requested in Sarpy County, Nebraska. The project consists of the following improvements: cold planning of the existing road surface, resurfacing the milled surface with 2" of hot mix asphalt and adjusting manholes to match the new road surface.

Construction Engineering services for this project will be a joint effort by the City of Bellevue (LPA) and Alfred Benesch & Co., (CE Consultant). CE Consultant shall serve as agent for the LPA, representing the LPA in matters related to construction engineering services for this project. The Scope of Services and corresponding estimated hourly effort for each item shall define responsibilities for the LPA and CE Consultant. CE Consultant effort shall be limited to the total effort identified in the CE Consultant Project Cost Breakdown.

It shall be the responsibility of the Consultant to administer, monitor, assist in the inspection of construction and to provide quality assurance materials testing, plant inspection, and other services as requested such that the project is constructed in conformity with the plans, specifications, and special provisions.

When requested, the Consultant shall inspect the Contractor's work to determine the progress and quality of work, identify discrepancies, report significant discrepancies to the LPA and Department, and direct the Contractor to correct such observed discrepancies.

B. APPLICABLE PUBLICATIONS

Work shall be done in accordance with the following materials as currently adopted at the time of letting:

1. AASHTO Standard Specifications for Transportation Materials and Methods of Sampling and Testing
2. The ASTM Standards
3. NDOT Materials Sampling Guide
4. NDOT Construction Manual
5. NDOT Standard Specifications for Highway Construction
6. Project Plans
7. Contract Special Provisions
8. Manual on Uniform Traffic Control Devices (MUTCD) and NDOT's supplement to the MUTCD.
9. NDOT Final Review Manual
10. NDOT Standard Method of Tests for Laboratory and Field

C. LPA SHALL PROVIDE

The LPA, on an as needed basis, will furnish the following documents for the project.

1. Project description
2. Electronic Construction Plan files including current aerial photographs with project alignment, existing and new rights-of way (ROW) and easements, and LOC, if available
3. Two copies of the Plans and Special Provisions
4. Roadside safety guidelines (Survey Crew Traffic Control Policy, see NDOT website)
5. Survey Field Books with control points and bench marks
6. NEPA Document
7. Other

These documents may be provided in either paper or electronic format.

D. LPA AND CONSULTANT SHALL PROVIDE

1. Project Management and Coordination. (LEAD: CE CONSULTANT) 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 and monthly progress reports; prepare project correspondence with the LPA and/or NDOT; maintain project records; and perform other duties of the Project Manager as defined in the NDOT Standard Specifications for Highway Construction.
 - 1.1 Project Management activities shall include the following:
 - Project Management – Provide management of project including staffing, scheduling, invoicing, progress reports, and coordination with designer.
 - Prepare Change Orders and submit copies to the appropriate parties for approval and full execution.
 - Maintain detailed Project Records and keep them current. All records shall be available at the LPA's office.
 - Generate contractor's progress and final Estimates in Site Manager
 - Review Contractor's Construction Schedule
 - Coordinate with LPA and RC regarding all project activities.
 - Make entries of project data and diary information into Site Manager on a daily basis. Insure that inspectors and lab personnel are maintaining appropriate daily work reports and all material records.

Project manager hours for project management shall be limited to 6% of the total hours for other tasks and personnel.
2. Meetings. (LEAD: CE CONSULTANT) Project staff will meet with the LPA, the Contractor, and NDOT when requested by the State, and prepare minutes of the meeting. For some projects, a public meeting may be held and the consultant's attendance may be required.
 - 2.1 Construction Inspection Planning Meeting - The LPA shall coordinate this meeting prior to start of construction to ensure roles and responsibilities are clear. Attendees should include the LPA RC, construction inspection personnel and NDOT State Representative.
 - 2.2 Pre-Construction Meeting - Prepare the agenda, attend, and distribute meeting notes.
 - 2.3 Construction Progress Meetings - Prepare the agenda, attend, and conduct periodic progress meetings with the LPA and/or NDOT personnel, contractor, sub-contractors, utility personnel, and other agencies affected by the project. FHWA shall be included for full Federal oversight projects. There will be approximately 12 meetings.
 - 2.4 Public Meeting (If Required) - Assist the LPA with scheduling and conducting a Public Meeting with Contractor and Residents prior to the start of project.
 - 2.5 Assume 13 trips to the project site for meetings.
3. Traffic Control Plan. (LEAD: CE CONSULTANT) Consultant shall prepare a traffic control plan for the project site. These plan sheet(s) are to be signed by a Professional Engineer licensed in the State of Nebraska. Traffic Control plans shall be reviewed by the State Representative prior to placing in service (Owner will use checklist 12-72 to audit and document the Consultant's completion of this activity). Once the plans are completed, they are to be submitted to the Person of Responsible Charge (RC).
 - 3.1 Prepare Traffic Control Plan in accordance to NDOT Standard Plans, MUTCD and the NDOT Supplement to the MUTCD. Sign and seal plans.
 - 3.2 Review and approve Traffic Control Plan (If Completed by Contractor) for conformance to the Contract's Special Provisions.
 - 3.3 Submit Plans to the RC for their records.

4. ~~SWPPP Inspections/Manual Updates.~~ Consultant shall conduct inspections bi-weekly and after every 1/2" or greater rain event according to permit regulations. The Stormwater Pollution Prevention Plan (SWPPP) Manual shall be updated according to NDOT and/or LPA requirements.

4.1 ~~Conduct 0 Inspections~~

4.2 ~~Update SWPPP Manual and Temporary Erosion Control Plan~~

4.3 ~~Assume 0 trips to the project site for SWPPP Inspections.~~

5. ~~Construction Survey/Staking.~~ The following tasks are required if the Consultant is providing Construction Surveying and Staking. This work shall be done in accordance with the NDOT Construction Manual.

5.1 ~~Provide coordination of staking needs with Contractor.~~

5.2 ~~Consultant shall verify and re-establish if necessary the survey control used during the preliminary engineering.~~

5.3 ~~Stake limits of construction throughout project.~~

5.4 ~~Mark removals including pavement removal limits. Stake right of way and construction easements.~~

5.5 ~~Provide slope stakes for grading~~

5.6 ~~Provide paving hubs. For structures storm sewer and pipe culverts, the consultant will provide grade stakes.~~

5.7 ~~Provide cross section for new culverts before providing a Culvert Order List to Contractor.~~

5.8 ~~Stake fence relocation and guardrail.~~

5.9 ~~Stake silt fence.~~

5.10 ~~Verify existing tie in elevations and locations and adjust new pavement grades to meet existing pavement.~~

5.11 ~~Assume 0 trips to the project site for construction survey/staking.~~

All items will be staked one time. Except for re-staking required for staking done incorrectly, re-staking will be considered out of scope. Consultant will invoice the LPA for the re-staking. If re-staking is required because of the activities of the Contractor, the fee for re-staking will be withheld from Contractor payment.

6. Construction Consultation/Site Manager & Daily Work Report (DWR). (LEAD: LPA) Consultant shall contact RC/Designer as needed to obtain plan clarifications/interpretations. Maintain and review project materials and promptly enter information into Site Manager.

6.1 Construction Consultation/Site Manager & Daily Work Report (DWR)

- Review and Enter Data into Site Manager
- Maintain Project Field Diaries, Files, and Record data in Site Manager
- Document and Review Daily Work Reports (DWRs)

7. Girder Shim Surveying. (Bridge Projects Only) The Designer (PE) shall determine the girder shim values, which are defined as the differences in elevation between the top of girder elevation and the top of slab elevation necessary at known points along the length of the girder during placement of the deck to result in the finished top of slab elevation to be correct after the girder has deflected under the weight of the slab.

7.1 Girder Shim Surveying

- Shim shots will be taken at the locations as determined by the designer.
- Elevations and rod readings need to be recorded by Consultant and submitted to PE at the time the shim shots are taken.

8. Perform Bearing Calculations. If pile driving is required on the project, the Consultant shall perform bearing capacity calculations in accordance with the NDOT Construction Manual.

8.1 Perform Bearing Calculations

9. Construction Inspection. (LEAD: LPA) LPA and Consultant shall perform material sampling and testing and complete inspection work and project management in

accordance with the references list in Section B of this Exhibit. LPA and Consultant shall assume the duties of "Inspector, (also referred to in the NDOT Construction Manual as "Construction Technician"), "Project Manager", and also "Engineer" (unless the context of use of the term "Engineer" would otherwise require), as those terms are defined and duties set out in the Standard Specifications for Highway Construction. Consultant shall assume that it is responsible for all duties of the "Engineer" unless notified otherwise by RC on behalf of LPA.

9.1 Construction Inspection: Duties for construction inspection will include, but are not limited to, the following items:

- Conduct wage rate interviews and review payrolls for correctness and Davis-Bacon Wage Rate compliance
- Verify that the performance of the work is in conformance with the plans, specifications, and special provisions.
- Conduct reviews for compliance with Disadvantaged Business Enterprise (DBE) commitments
- The Consultant is required to create checklists to document assessment and compliance with all environmental commitments for the project. An Environmental Compliance Inspection Audit will be conducted by NDOT personnel. (NDOT will use checklist 12-20 to document the audit of the Consultant.) The environmental check list is to monitor and document construction activities for compliance with NEPA (Environmental Review Checklist, Section 404, NPDES, SWPPP, Threatened and Endangered Species, etc.)
- NDOT will provide the Initial Threatened and Endangered Species surveys required as outlined in the conservation conditions; and follow up survey training for the Consultant's environmental inspection personnel. Follow-up surveys as may be required will be the responsibility of the Consultant. Any required surveys for compliance with the Migratory Bird Treaty Act will also be the responsibility of the Consultant. NDOT will not conduct these surveys.
- The Consultant will provide NDOT 30 days advance notice of the need for the initial T&E surveys so that NDOT personnel can be scheduled to perform this work.
- Review work zone traffic control devices daily and, at a minimum weekly interval, conduct a nighttime drive through review of temporary traffic control devices (per ATSSA Quality Standards for Work Zone Traffic Control Devices). Perform reflectivity check (DR form 481) of temporary devices at the start of construction activities and at six (6) month intervals or as conditions warrant.
- Collect, sign/date, and file all delivery tickets and material certifications. All required material certifications shall be submitted to NDOT Materials & Research Division accompanied by a completed DR-12 sample ID form or Site Manager Sample Record ID.
- Consultant shall forward shop drawings to the RC for review and approval by the design engineer. Shop drawing review is not part of the scope of services for this construction engineering agreement
- Draft and review change order or time extension request including explanation of the issue and resolution and the justification for accepted prices and forward to RC. Once reviewed by NDOT and FHWA, proceed with the approval process. Forward a signed hardcopy to NDOT for further processing.
- Communicate and coordinate plan revisions and change orders with the Designer.
- Prepare a field checked culvert order list
- Prepare guardrail order list
- Generate periodic progress estimates using SiteManager and forward to RC for further approval.
- Review critical path schedule prepared by the Contractor for appropriateness and Current Controlling Operation (CCO) designation.

- On bridge projects, the Inspector shall take periodic survey shots with the assistance of one of the Contractor's to ensure compliance with the plans. Locate permanent pavement markings

- 9.2 Measure, calculate, and document quantities of pay items
- 9.3 Keep all records and data up-to-date so that all necessary information appears on the Weekly Report of Working Days when they are generated at mid-week.
- 9.4 Assume 90 trips (28 days milling @ 5000 SY/day, 28 days of pavement repair @ 40 SY/day, 17 days paving @ 1000/day, 17 days of utility adjustments @ 10 each/day) to the site for construction inspection and an average of 10 hours per day for Construction Inspection.

- 10. Perform Material Sampling and Testing. (LEAD: CE CONSULTANT) The Consultant shall perform material testing as required in accordance with the references list in Section B of this Exhibit. All testing and sampling personnel shall be certified to perform these duties in accordance with the NDOT Materials Sampling Guide section 28. All non-NDOT Laboratories shall be pre-qualified by NDOT's Materials and Research Division to conduct the testing they are contracted to perform.

NDOT SHALL PROVIDE:

Typical testing done by NDOT Materials and Research's Central lab (sampling and delivery for these materials is done by Consultant and submitted to NDOT):

All Aggregate

- Quality and Soundness acceptance testing
- Gradation verification testing

PG Binders & Emulsions

- All required acceptance testing

All Steel Products

- All testing required for heat number pre-approval and acceptance testing

Chemical Lab

- All required source pre-approval and acceptance testing

Smoothness

- NDOT will run all 10% verification testing for projects with Smoothness
- Specifications for pavement. NDOT will perform bridge smoothness testing on bridges receiving pavement on either side of the bridge

CONSULTANT SHALL PROVIDE:

(List of tests to be provided by NDOT)

- 10.1 Collect, verify, document and deliver all samples to testing lab
- 10.2 Collect, verify, document and deliver a copy of all required material certifications to the NDOT Materials and Research Central Lab.
- 10.3 Review and document test results of all samples and coordinate with owner for acceptance and incorporation into the project.
- 10.4 Assume 65 trips to the project site for Material Sampling and Testing.

Construction materials testing services performed by Benesch shall be compensated on a unit rate basis in accordance with the unit rate prices identified in the Direct Expenses Breakdown. All SiteManager entry, collection of samples and certifications, delivery to NDOR, and other items of work associated with this Task shall be compensated on an hourly basis.

- 11. As-Built Drawings. (LEAD: LPA) Prepare As-built drawings according to the LPA manual and the current directions from the NDOT Final Review Section.

- 11.1 As-Built Drawings

12. Final Inspections. (LEAD: LPA) Consultant shall prepare a punch list of items for the project site and conduct a final project walk-through inspection with the LPA RC and NDOT State Representative to verify that corrective work identified on the punch list has been completed.
 - 12.1 Walkthrough of Site and Preparation of Punch List
 - 12.2 Review Project to verify that Punch List work has been completed (Owner will use LPA Manual checklist 12-75 to audit and document the Consultant's completion of this activity)
13. Project Closeout. (LEAD: LPA) compiling project construction records as requested. Assemble and transmit Final Construction Records to LPA RC in paper format (printed single sided), including:
 - 13.1 Project Closeout activities shall include the following:
 - Project Manager's Final Estimate
 - Copy of Consultant PM's (representing LPA) Concurrence/Non-Concurrence Letter w/ Certified Mail Receipt Enclosed.
 - Copy of Contractor's signed Concurrence/Non-Concurrence Letter
 - Memo of Major Item Review
 - Memo of Time Allowance Review (Required only if the Contractor has overrun on the Contract Time Allowance.)
 - Borrow Site Memo
 - City Agreement Letter
 - Project Completion Memo - The Consultant's PM should perform this in an e-mail to the NDOT Rep with the required information – check with the NDOT Rep for this. The Consultant should ensure that the LPA RC sends a letter of Tentative Acceptance (per NDOT format) to the Contractor – send copies to the NDOT Rep.
 - Sign Deduction Memo (If required)
 - Material Review Memo
 - SiteManager PM Diary Report
 - SiteManager Contract Item Report for all Contract Items
 - All NDOT Spreadsheets and Workbooks used for Contract Item supportive documentation.
 - All Contractor-provided Asphalt QA/QC Test Results (asphalt projects)
 - Project Culvert Field Book with information per the NDOT Construction Manual
 - Signed and stamped As Built Plans (full size)
 - Copy of Evaluation(s) of Contractor
 - LPA CE Project Closeout Checklist (LPA Manual Checklist 14-10)
 - Deliver Final Construction Records to LPA RC, including Form DR-299 - Project Construction Conformity Certification and ensure that the LPA RC completes the LPA RC Project Closeout Checklist (LPA Manual checklist 14-20 and includes it in the Final Records provided to the NDOT State Representative for review)
14. Other. (Additional project specific tasks may be added here)
 - 14.1 Audits – The Consultant shall provide any support to the LPA regarding any NDOT or FHWA audits performed during the contract time period
 - 14.2 Other

E. SCHEDULE

The LPA will provide the Notice to Proceed to CE Consultant for requested CE services a minimum of fourteen (14) calendar days prior to the start of work by the Contractor. Upon request, the Consultant shall provide a schedule of activities and deliverables within two (2) calendar days of receiving the Notice to Proceed.

Staffing Plan (SRC)

Construction Engineering

Project Name: Bellevue Major
Consultant: Alfred Benesch & Co.
Consultant PM: Jeff Sockel, PE
LPA RC: City of Bellevue - Dean Dunn
NDOR PC: TBD
Date: June 17, 2018

Project Number: MAPA 5061(1)
Control Number: 22736



#	Code	Classification	#	Code	Classification
1	BRC	Responsible Charge - Bellevue	6	SCM	Survey Crew Member
2	PM	Project Manager - Benesch	7	INS1	Inspector 1
3	ENG	Engineer - Benesch	8	INS2	Inspector 2
4	DES	Designer/CADD Tech	9	ADM	Administrative
5	SCC	Survey Crew Chief	10	PS	Project Scientist

Overhead Rate⁽¹⁾
159.80%
Fee for Profit Rate⁽²⁾
13.55%
ECCM (if applicable)
%

SPECIFIC RATES OF COMPENSATION TABLE

Template: T-WB-Generic SRC (rev 8-27-2015)

Employee Name	Job Title & Certifications ⁽³⁾	Hourly Rate ⁽⁴⁾	Billing Rate ⁽⁵⁾	% Assigned
Responsible Charge - Bellevue				
Specific Rate for Classification: _____				
Project Manager - Benesch				
Jeff Sockel, PE	Sr Project Manager	\$72.00	\$212.40	100%
Specific Rate for Classification: \$212.40				
Engineer - Benesch				
Jeff Sockel, PE	Sr Project Manager	\$72.00	\$212.40	80%
Mike Higgins, EI	Designer II	\$28.00	\$82.60	20%
Specific Rate for Classification: \$186.44				
Designer/CADD Tech				
Tracy Salisbury	Technologist II	\$27.50	\$81.13	100%
Specific Rate for Classification: \$81.13				
Survey Crew Chief				
Specific Rate for Classification: _____				
Survey Crew Member				
Specific Rate for Classification: _____				
Inspector 1				
Kevin Means	Sr Inspector	\$25.00	\$73.75	50%
Alex Barahona, EI	Designer II	\$27.00	\$79.65	50%
Specific Rate for Classification: \$76.70				
Inspector 2				
Dan Miller	Construction Rep II/Lab Manager	\$27.00	\$79.65	80%
Mark Tisinger	Technologist II	\$21.30	\$62.84	20%
Specific Rate for Classification: \$76.29				
Administrative				
Staff Admin	Project Assistant II	\$21.50	\$63.43	100%
Specific Rate for Classification: \$63.43				
Project Scientist				
Specific Rate for Classification: _____				

Consultant's Estimate of Hours

Construction Engineering

Project Name: Bellevue Major Street Resurfacing
Consultant: Alfred Benesch & Co.
Consultant PM: Jeff Sockel, PE
LPA RC: City of Bellevue - Dean Dunn
NDOR PC: TBD
Date: June 17, 2018

Project Number: MAPA 5061(1)
Control Number: 22736

TASKS	PERSONNEL CLASSIFICATIONS										
	BRC	PM	ENG	DES	SCC	SCM	INS1	INS2	ADM	PS	Total
1. Project Management & Coordination		45							4		49
1.1 Project Management		45							4		49
2. Meetings		18	15								31
2.1 Construction Inspection Planning Meeting											
2.2 Pre-Construction Meeting		1	4								5
2.3 Construction Progress Meetings		7	5								12
2.5 Trips to Site (Travel Time) for Meetings		8	6								14
3. Traffic Control Plan			8	16							24
3.1 Prepare Traffic Control Plan			8	16							24
4. SWPPP Inspections/Manual Updates											
5. Construction Survey/Staking											
6. Construction Consultation/Site Manager & Daily Work Report (DWR)			45				35	40			121
6.1 Construction Consultation/Site Manager & DWR			45				35	40			121

TASKS	PERSONNEL CLASSIFICATIONS										
	BRC	FM	ENG	DES	SCC	SCM	INS1	INS2	ADM	PS	Total
7: Girdar Shim Surveying (Bridge Projs Only)											
8: Perform Bearing Calculations											
9: Construction Inspection			130				390				520
9.1 Construction Inspection (including Qty Calcs, Reporting, Travel)			65				360				425
9.2 Measure, calculate, and document qty of pay items											
9.3 Maintain records/data, prepare Weekly Report of WDs											
9.4 Trips to Site (Travel Time) for Const Inspection			55				30				85
10: Perform Material Sampling and Testing			60					70			130
10.1 Collect, verify, document, deliver all samples to test lab								30			30
10.2 Provide all req'd material certs to the NDOR M&R Lab			20					5			25
10.3 Review and document all test results of all samples			40								40
10.4 Trips to Site (Travel) for Delivery & Collecting Samples								35			35
11: As-Built Drawings											
11.1 Prepare As-Built Drawings											
12: Final Inspections											
12.1 Walkthrough of Site and Preparation of Punch List											
12.2 Review Project to verify Punch List has been completed											
13: Project Closeout			24				16	20			60
13.1 Project Closeout			24				16	20			60
14: Other											
Total Days		7.63	35.3	2			55.25	16.3	0.5		117
Total Hours		61	282	16			442	130	4		935.0

Direct Expenses**Construction Engineering**

Project Name: Bellevue Major Street Resurfacing

Project Number: MAPA 5061(1)

Consultant: Alfred Benesch & Co.

Control Number: 22736

Consultant PM: Jeff Sockel, PE

NDOR PC: TBD

Date: June 17, 2018

Subconsultants:					Subtotal		Amount	
Printing and Reproduction:					Qty	Unit Cost	Amount	
Printing					100	\$1.00	\$100.00	
					Subtotal		\$100.00	
Mileage/Travel:					Qty	Unit Cost	Amount	
Inspector1 Mileage					1,200	\$0.545	\$654.00	
Engineer Mileage					2,840	\$0.545	\$1,547.80	
PM Mileage					320	\$0.545	\$174.40	
					Subtotal		\$2,376.20	
Lodging/Meals:					Qty	Unit Cost	Amount	
					Subtotal			
Other Miscellaneous Costs:					Qty	Unit Cost	Amount	
Allowance for Non-Exempt Employee OT Direct Cost Reimbursement					918	\$1.00	\$918.00	
					Subtotal		\$918.00	
Material Testing:		Qty	Unit Cost	Material Testing:		Qty	Unit Cost	Amount
Trip Charge		65	\$68.00	Trim/Cap Cyl or Core			\$68.00	\$4,420.00
Soil Density			\$31.00	Asphalt %Binder/Gradation		10	\$180.00	\$1,800.00
Standard Proctor			\$156.00	Asphalt Rice Test		10	\$80.00	\$800.00
Slump, Air, Cast up to (8) 4x8"cyi		40	\$98.00	Gyratory Compaction (2)		10	\$180.00	\$5,720.00
Compressive Strength of Cylinders		240	\$22.00	Fine Agg Angularity		20	\$100.00	\$7,280.00
Coring Mobilization			\$110.00	Coarse Agg Angularity		20	\$100.00	\$2,000.00
Concrete Coring			\$110.00	Core Thickness/Density		40	\$35.00	\$1,400.00
Compressive Strength of Core			\$34.00	Aggregate Gradation		10	\$88.00	\$880.00
					Subtotal		\$24,380.00	
TOTAL DIRECT EXPENSES							\$27,694.20	

Project Cost & Breakdown

Construction Engineering

Project Name: Bellevue Major Street Resurfacing

Project Number: MAPA 5061(1)

Consultant: Alfred Benesch & Co.

Control Number: 22736

Consultant PM: Jeff Sockel, PE

LPA RC: City of Bellevue - Dean Dunn

NDOR PC: TBD

Date: June 17, 2018

LABOR COSTS			
Classification	Hours	Specific Rate	Amount
Responsible Charge - Bellevue			
Project Manager - Benesch	61	\$212.40	\$12,956.40
Engineer - Benesch	282	\$186.44	\$52,576.08
Designer/CADD Tech	16	\$81.13	\$1,298.08
Survey Crew Chief			
Survey Crew Member			
Inspector 1	442	\$76.70	\$33,901.40
Inspector 2	130	\$76.29	\$9,917.70
Administrative	4	\$63.43	\$253.72
Project Scientist			
Subtotal			\$110,903.38

DIRECT EXPENSES		Amount
Subconsultants:		
Printing And Reproduction:		\$100.00
Mileage/Travel:		\$2,376.20
Lodging/Meals:		
Other Miscellaneous Costs:		\$918.00
Material Testing:		\$24,300.00
Subtotal		\$27,694.20

TOTAL PROJECT COSTS		Amount
Labor Costs		\$110,903.38
Overhead @ 159.80%		
Total Labor Costs		
Fee for Profit Rate @ 13.55%		
Facility Capital Cost of Money (FCCM) @	(direct labor cost x FCCM%)	
Direct Expenses		\$27,694.20
TOTAL COST		\$138,597.58

LABOR COST BY MAJOR TASKS				Amount
1. Project Management & Coordination	\$9,811.72			\$9,811.72
2. Meetings	\$6,195.00			\$6,195.00
3. Traffic Control Plan	\$2,789.60			\$2,789.60
4. SWPPP Inspections/Manual Updates				
5. Construction Survey/Staking				
6. Construction Consultation/Site Manager & Daily	\$14,202.60			\$14,202.60
7. Girder Shim Surveying (Bridge Projs Only)				
8. Perform Bearing Calculations				
9. Construction Inspection	\$54,150.20			\$54,150.20
10. Perform Material Sampling and Testing	\$16,526.70			\$16,526.70
11. As-Built Drawings				
12. Final Inspections				
13. Project Closeout	\$7,227.56			\$7,227.56
14. Other				
	\$110,903.38			\$110,903.38

Travel Calculations & Notes

Construction Engineering

Project Name: Bellevue Major Street Resurfacing

Consultant: Alfred Benesch & Co.

Consultant PM: Jeff Sockel, PE

LPA RC: City of Bellevue - Dean Dunn

NDOR PC: TBD

Date: June 17, 2018

Project Number: MAPA 5061(1)

Control Number: 22736

Trip Mileage and Time Calculations

Starting Location:	Benesch Omaha	Benesch Omaha	Bellevue	Bellevue	Travel Summary	
Ending Location:	Site/LPA Office	NDOT D2	Site	NDOT D2		
Roundtrip distance to/from (miles):	40	10	10	30	Miles	Hours
Roundtrip travel time (minutes):	60.00	30.00	15.00	45.00		
# of Roundtrips/Staff --> BRC:						
--> PM:	8				320	8.0
--> ENG:	71				2,840	71.0
--> DES:						
--> SCC:						
--> SCM:						
--> INS1:	30				1,200	30.0
--> INS2:	30	10			1,300	35.0
--> ADM:						
--> PS:						
Total:					5,660	144.0

Note: Total miles assumes each staff travels separately

Enter Number of Working Days : 78 Obtain # of working days from NDOT

Month	# Working Days	Avg. Daylight	Hours	780
April	15	13.25	Weeks	15.6
May	15	14.25	Months	3.9
June	20	15		
July	20	14.5		
August	20	13.5		
September	15	12.5		
October	15	11		
November	15	10		

Assumed 10.0 hours/Working Day

Notes & Assumptions

Non-Exempt Labor Direct OT Cost Ca

Construction Engineering

Project Name: Bellevue Major Street Resurfacing

Project Number: MAPA 5061(1)

Consultant: Alfred Benesch & Co.

Control Number: 22736

Consultant PM: Jeff Sockel, PE

LPA RC: City of Bellevue - Dean Dunn

NDOR PC: TBD

Date: June 17, 2018

Non-Reimbursed Direct Labor Costs Due to Premium (150%) Overtime

		Ave Add'l Hourly Direct Labor Cost due to Premium (150%)	Number of Weekdays OT is expected	Weekday Average Anticipated Hours of OT	Number of Weekend days OT is expected	Weekend Average Anticipated Hours of OT	Non-Exempt OT Cost Summary	
							Hours	Dollars
Hours/Staff →	BRC:							
	→ PM:							
	→ ENG:							
	→ DES:							
	→ SCC:							
	→ SCM:							
	→ INS1:	\$12.00	27.00	2.00	5.00	4.50	77	\$918.00
	→ INS2:							
	→ ADM:							
	→ PS:							
Total:							77	\$918.00

Notes & Assumptions

CONTRACT NO. : 2736X PROJECT NO. : MAPA-5061(7)
CONTRACTOR:
LETTING DATE: June 14, 2018
LOCATION: BELLEVUE MAJOR STREET RESURFACING
TYPE OF CONSTR. : BITUMINOUS

NOTE: ALL MANUFACTURERS OF STEEL AND IRON MATERIALS WILL INCLUDE A STATEMENT ON THE TEST REPORT OR CERTIFICATION THAT ALL STEEL AND IRON MATERIALS WERE MELTED AND MANUFACTURED IN THE USA (SEE NSS-106.07 PARAGRAPH 3)

TOS = TEST OR SAMPLE
CC = CONTRACTOR CERTIFICATION
COC = CERTIFICATION OF COMPLIANCE
COT = CERTIFICATION OF TEST
APL = APPROVED PRODUCTS LIST
PMV = PROJECT MANAGER VERIFICATION
SR = SHIPPING REPORT

** SP = SPECIAL PROVISIONS - PAGE #
SG = SAMPLING GUIDE - SECTION #
NSS = NEBR. STAND. SPECS. - SECTION #

Line Item	Line Item Description	Quantity	Units	*	**	M&R Contact
				Req. Data	Ref. Info	
	BUY AMERICA CERTIFICATION FROM PRIME CONTRACTOR			CC	NSS106	BURHAM
1	BARRICADE, TYPE II	6,330.000	B DAY			
2	BARRICADE, TYPE III	1,055.000	B DAY			
	BARRICADE WARNING LIGHTS			APL	SG-23	BURHAM
	BARRICADE REFLECTIVE SHEETING			TOS	SG-23	DONDLINGER
10	CONCRETE PAVEMENT REPAIR, TYPE A, FULL DEPTH	180.000	SY	TOS	SG-15	KRASON
11	CONCRETE PAVEMENT REPAIR, TYPE B, FULL DEPTH	380.000	SY	TOS	SG-15	KRASON
12	CONCRETE PAVEMENT REPAIR, TYPE C, FULL DEPTH	570.000	SY	TOS	SG-15	KRASON
13	CAST IRON RING AND COVER	9,474.000	LB	COC	SG-25	BURHAM
15	ADJUST MANHOLE TO GRADE	68.000	EACH	TOS	SG-16	KRASON
16	CURB INLET SEDIMENT FILTER	108.000	EACH	APL	SP-90	DONDLINGER
17	RIGHT ARROW, PREFORMED PAVEMENT MARKING TYPE 4	17.000	EACH	APL	SG-23	DONDLINGER
18	THRU ARROW, PREFORMED PAVEMENT MARKING, TYPE 4	3.000	EACH	APL	SG-23	DONDLINGER
19	LEFT ARROW, PREFORMED PAVEMENT MARKING, TYPE 4	35.000	EACH	APL	SG-23	DONDLINGER
20	ONLY, PREFORMED PAVEMENT MARKING, TYPE 4	2.000	EACH	APL	SG-23	DONDLINGER
21	5" WHITE PREFORMED PAVEMENT MARKING, TYPE 4	50,006.000	LF	APL	SG-23	DONDLINGER
22	5" YELLOW PREFORMED PAVEMENT MARKING, TYPE 4	53,198.000	LF	APL	SG-23	DONDLINGER
23	12" WHITE PREFORMED PAVEMENT MARKING, TYPE 4	1,107.000	LF	APL	SG-23	DONDLINGER
24	24" WHITE PREFORMED PAVEMENT MARKING, TYPE 4	978.000	LF	APL	SG-23	DONDLINGER
25	HYDRATED LIME/WARM MIX ASPHALT	16,192.000	EACH	COC/APL	SG-3	DONDLINGER
26	ASPHALTIC CONCRETE, TYPE SPR	1,742.000	TON	TOS	SG-3	REA
27	ASPHALTIC CONCRETE, TYPE SPH	14,415.000	TON	TOS	SG-3	REA
29	ASPHALTIC CONCRETE FOR PATCHING, TYPE SPR	5.000	TON	TOS	SG-3	REA
30	ASPHALTIC CONCRETE FOR PATCHING, TYPE SPH	30.000	TON	TOS	SG-3	REA
31	PERFORMANCE GRADED BINDER (58V-34)	59.398	TON	TOS	SG-2	GUDE
32	PERFORMANCE GRADED BINDER (58E-34)	491.130	TON	TOS	SG-2	GUDE
33	TACK COAT	21,570.000	GAL	TOS	SG-2	GUDE
39	TEMPORARY SILT CHECK	500.000	LF	APL	SG-24	DONDLINGER

1. PAYMENT METHOD

Payments under this Agreement will be made based on a Specific Rates of Compensation (SRC) payment method up to a maximum not-to-exceed amount.

2. TOTAL AGREEMENT AMOUNT

For completion of the Services as outlined in this Agreement, Consultant will be paid for actual services performed up to the total agreement amount of \$138,597.58. Consultant's total compensation shall not exceed this maximum amount without prior written approval of LPA.

3. FEE FOR PROFIT – *This section has intentionally been left blank.*

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 wages and direct non-labor costs (including Subconsultant costs).

A. Wages are defined as the actual hours an employee worked directly on the project multiplied by the specific rate of compensation for that employee, as indicated on the staffing plan in Exhibit "B" Consultant's Fee Proposal. For employees not listed on the staffing plan, the specific rate of compensation for that employee shall be calculated in the same manner as employees listed on the staffing plan, using the same overhead and fee for profit rate, if applicable.

1) 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 employee's name and job title. 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) 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 (wages and direct non-labor costs) must have the same level of documentation as required for Consultant.

2) 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.

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 wages, actual direct non-labor costs, and a progress report. 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. Consultant must submit an invoice for all services rendered even if the total agreement amount will be, or has been, exceeded.
- D. 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 specific rate of compensation 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 must be submitted with DR Form 163 when invoicing for these expenses.
 - 3. All supporting receipts, including meal receipts, must be kept as required in Section 17. CONSULTANT COST RECORD RETENTION.
 - 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 162a). This form is available on the Department of Roads' website at <http://roads.nebraska.gov/business-center/consultant/>.
 - 3) Travel Log: If invoice contains any travel-related expenses, a completed "Invoice Travel Log" (DR Form 163) must be submitted with the invoice package. This form is also available on the Department of Roads' website noted above. 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
- E. All invoice packages (invoice, progress report, required DR Forms, supporting material) must be submitted electronically through State's invoice workflow system OnBase, for review, approval, and payment. The user guide for the OnBase system along with training videos can be found at <http://www.roads.nebraska.gov/business-center/consultant/onbase-help/>.

6. PROGRESS PAYMENTS

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

7. PROMPT PAYMENT CLAUSE

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

Consultant may withhold payment only for just cause and must notify the State, 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. 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 39a). The form is available on the Department of Roads' website at <http://roads.nebraska.gov/business-center/consultant/> and must be submitted electronically in accordance with the instructions on the form.

11. INELIGIBLE COSTS

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

12. FEDERAL COST PRINCIPLES

LPA will not make payments directly to Consultant for services performed under this agreement. Instead, the State will serve as a paying agent for LPA, and will pay Consultant directly for properly submitted and approved invoices using both LPA and Federal funds based on the applicable project federal cost participation percentage. The following process shall apply whenever the LPA, the State or the FHWA determines that certain costs, previously paid to Consultant, should not have been paid with federal funds by the State to Consultant. Consultant shall immediately repay the State the federal share of the previously paid amount and may invoice LPA for the costs repaid to the State. LPA shall promptly pay the full amount of the invoice from its own funds unless LPA, in good faith, disputes whether the Consultant is entitled to the payment under the agreement or the amount of the invoice. In the event of a dispute between LPA and Consultant, the dispute resolution process. 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:
 - 1) The out-of-scope services are not within the original Scope of Services and additional work effort is required;
 - 2) The out-of-scope services are within the basic scope of services under which Consultant was selected and Agreement entered into; and
 - 3) It is in the best interest of LPA that the out-of-scope services be performed under this Agreement.

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

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

15. TERMINATION COST ADJUSTMENT

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

16. AUDIT AND FINAL COST ADJUSTMENT

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

17. CONSULTANT COST RECORD RETENTION

Consultant shall maintain, and also require that its Subconsultants/Subcontractors 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.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

12c Ed
7.23.18

COUNCIL MEETING DATE:	7/23/2018	AGENDA ITEM TYPE:
SUBMITTED BY: Jeff Roberts, Public Works Director	SPECIAL PRESENTATION	<input type="checkbox"/>
	LIQUOR LICENSE	<input type="checkbox"/>
	ORDINANCE	<input type="checkbox"/>
	PUBLIC HEARING	<input type="checkbox"/>
	RESOLUTION	<input type="checkbox"/>
	CURRENT BUSINESS	<input checked="" type="checkbox"/>
	OTHER (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

Construction Engineering Services Agreements

SYNOPSIS:

Approve the Construction Engineering Services Agreements between the City of Bellevue and Alfred Benesch & Company and between the City of Bellevue and the Nebraska Department of Transportation for the Bellevue Major Street Resurfacing project identified as MAPA-5061(7).

FISCAL IMPACT:

\$138,597.58 (BK1835-000 agreement with Benesch)
\$31,282.26 (BK1834-000 agreement with NDOT)

BUDGETED ITEM: ☒ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

MAPA-5061(7) Control No. 22736

RECOMMENDATION:

Authorize the Mayor to sign the Construction Engineering Services Agreements between the City of Bellevue and Alfred Benesch & Company and between the City of Bellevue and the Nebraska Department of Transportation for the Bellevue Major Street Resurfacing project identified as MAPA-5061(7).

BACKGROUND:

This is an 80/20 cost share with the Nebraska Department of Transportation and is part of the One & Six Year Program. The resolution to award Western Engineering Company and authorize the Mayor to sign the construction contract for the Bellevue Major Street Resurfacing project was approved by Council on 6/25/2018. The construction contract was signed by the Mayor on 7/5/2018. Construction Engineering Services are required in order to provide project oversight and quality assurance.

ATTACHMENTS:

- 1 NDOT Cover Letter
- 2 CE Agreement BK1834-000
- 3 CE Agreement BK1835-000

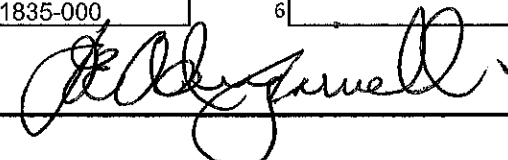
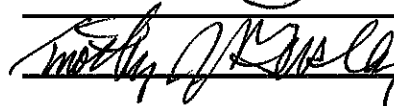
- 4 NDOT Tentative Notice to Proceed
- 5
- 6

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

July 13, 2018



Dean A. Dunn, P.E.
City of Bellevue
Public Works Department
1510 Wall Street
Bellevue, Nebraska 68005

RE: Bellevue Major Street Resurfacing, MAPA-5061(7), CN 22736
Transmittal of CE Agreements BK1834-000 and BK1835-000

Dear Dean,

Enclosed are two Construction Engineering agreements. Two original copies of the agreement between the City of Bellevue and the firm of Alfred Benesch and Company and two original copies between the City of Bellevue and the Nebraska Department of Transportation.

Please review the agreements, secure the required signatures and return the signed agreements with the signing resolution to my attention.

If you have any questions, please call.

Sincerely,

A handwritten signature in black ink, appearing to read "Greg Wood", is written over a horizontal line.

Greg Wood, P.E.
Nebraska Department of Transportation
Materials and Research Division
1400 Highway 2
Lincoln, NE 68509-4759
greg.wood@nebraska.gov
(402) 479-3831

Enclosures

Kyle Schneeweis, P.E., Director
Department of Transportation
1500 Highway 2
PO Box 94759
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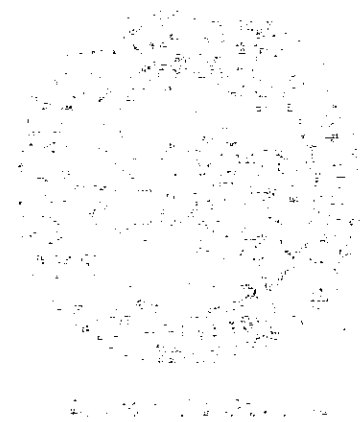
OFFICE 402-471-4567 FAX 402-479-4325
NDOT.ContactUs@nebraska.gov

NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

July 13, 2018



Dean A. Dunn
City of Bellevue
Public Works Department
1510 Wall Street
Bellevue, Nebraska 68005

RE: Tentative Notice to Proceed with Construction Engineering Services for Agreements BK1834 and BK1835. Bellevue Major Street Resurfacing, MAPA-5061(7) CN 22736

Dear Dean,

NDOT is giving the City of Bellevue a **Tentative Notice to Proceed** with construction engineering services for the above referenced project, effective July 13, 2018. This is to allow an early start date for your Contractor as the Construction Engineering Agreement makes its way through City Council.

Should the City of Bellevue or Alfred Benesch Inc. fail to execute the Construction Engineering Agreement the cost of the construction engineering performed Alfred Benesch Inc. will be the responsibility of the City.

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CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

12c Ed
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COUNCIL MEETING DATE:	7/23/2018	AGENDA ITEM TYPE:
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BUDGETED ITEM: ☒ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

MAPA-5061(7) Control No. 22736

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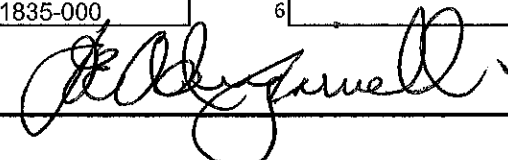
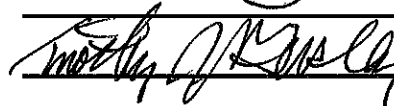
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ADMINISTRATOR APPROVAL:

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July 13, 2018



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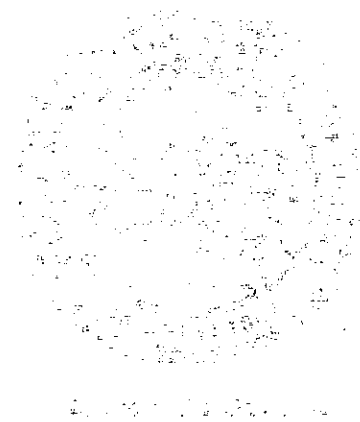
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DEPARTMENT OF TRANSPORTATION



July 13, 2018

Dean A. Dunn
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12d

RESOLUTION

SIGNING OF CONSTRUCTION ENGINEERING AGREEMENT – BK1834

City of Bellevue

Resolution No. 2018-20

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

Whereas: City of Bellevue 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 Bellevue wish to enter into a Professional Services Agreement to provide construction engineering services for the Federal-aid project.

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

Rita Sanders, Mayor of the City of Bellevue, is hereby authorized to sign the attached construction engineering services agreement for City of Bellevue.

NDOR Project Number: MAPA-5061(1)

NDOR Control Number: 22736

NDOR Project Description: Bellevue Major Resurfacing Project

Adopted this _____ day of _____, 2018 at _____ Nebraska.
(Month)

The City Council of the City of Bellevue, Nebraska

<u>John Hansen</u>	<u>Don Preister</u>
<u>Paul Cook</u>	<u>Thomas Burns</u>
<u>Pat Shannon</u>	<u>Jim Moudry</u>

Mayor

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

STATE - LPA
PROFESSIONAL SERVICES, LPA STAFF
CONSTRUCTION ENGINEERING SERVICES

CITY OF BELLEVUE
NEBRASKA DEPARTMENT OF TRANSPORTATION
PROJECT NO. MAPA-5061(1)
CONTROL NO. 22736
BELLEVUE MAJOR STREET RESURFACING

THIS AGREEMENT, made and entered into by and between the City of Bellevue, Nebraska, hereinafter referred to as the "LPA", and the State of Nebraska, Department of Transportation, hereinafter referred to as the "State", and collectively referred to as the "Parties"

WITNESSETH:

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

WHEREAS, the LPA and State have entered into Program Agreement, BN1706, for the above named project executed by the LPA on August 28, 2017 and executed by the State on September 16, 2017, and

WHEREAS, the LPA's federal-aid project is designated as Project No. MAPA-5061(1), and

WHEREAS, the project identified above is solely the responsibility of the LPA; the State's involvement in this project is for the sole purpose of acting as the representative of the Federal Highway Administration (FHWA) for eligibility of the project for federal funding;

WHEREAS, the LPA desires to use its own staff to perform the necessary professional construction engineering services for this project, and

WHEREAS, the LPA desires to be reimbursed for this work from Federal funds made available for this project, and

WHEREAS, the LPA staff is properly qualified to complete this work and has met all applicable requirements of the Nebraska Board of Engineers and Architects to provide professional services for this project, and

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

WHEREAS, the State is willing to reimburse LPA for its work under this Agreement with federal funds so long as the LPA meets all applicable federal and state federal-aid reimbursement laws and requirements, and

WHEREAS, the State has let or will let a construction contract for the project on behalf of the LPA, and

WHEREAS, the parties intend that the services also 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, and

WHEREAS, the LPA is required to use the State provided construction recordkeeping system (Trans•Port Site Manager), for the Services provided under this agreement.

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

SECTION 1. DEFINITIONS

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

"LPA" means the City of Bellevue, Nebraska and any employees thereof, whose business and mailing address is 210 West Mission Avenue, and

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

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

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

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

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

"STATE REPRESENTATIVE" means an employee of the State assigned by the State to

observe whether the LPA's project meets the eligibility requirements for federal funding and to provide technical assistance when requested by the LPA, in LPAs efforts to comply with the requirements for Federal-aid funded local projects.

"PHASE OF WORK" means the distinct work phases established for federal aid transportation projects and are the following;

1. Preliminary Engineering/NEPA (*PE*)
2. Final Design
3. Right-of-Way (*ROW*)
4. Utilities
5. Construction Engineering (*CE*)
6. Construction

Each new work phase requires FHWA to: 1) approve obligation of funds, 2) authorize work in that phase to begin, and 3) NDOT to issue a notice-to-proceed to the LPA.

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

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

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

SECTION 2. PROGRAM AGREEMENT

All provisions of the project program agreement remain in full force and effect, except to the extent specifically modified herein.

SECTION 3. SCOPE OF SERVICES

LPA understands that the Services provided by LPA must be completed in accordance with all federal-aid reimbursement requirements and conditions. LPA agrees that the Scope of Services for this work will be in two parts. Part one of the Scope of Services is contained within the General Statement set out below. Part two of the Scope of Services is set out on the document attached hereto as Exhibit "A", entitled Scope of Services and Fee Proposal, which is

hereby fully incorporated herein and made a part hereof by this reference. Exhibit "A" is the result of the following process:

- (1) LPA created a document describing the detailed proposed Scope of Services for this project.
- (2) LPA and State together reviewed the proposed Scope of Services and Fee Proposal document, which is attached as Exhibit "A".
- (3) On all construction projects, the LPA shall develop an Environmental Compliance Checklist to track and record oversight of the environmental commitments. The LPA shall develop a Project Commitment Checklist to track and record oversight of project specific commitments involving right of way, railroad, access, special provisions, etc. These checklists shall be developed by and maintained by the LPA.

State and LPA have agreed that Exhibit "A" sets out the Services reasonably necessary and the costs reasonably estimated for LPA Services to adequately observe, monitor, inspect, measure, manage, document and report so that LPA's project is constructed by the contractor in compliance with the Construction Contract Documents (definition below), the Manuals (definition below), State and Federal law, rule or regulation and policy. The LPA agrees to provide the services listed on Exhibit "A" for Project No. MAPA-5061(1), Control No. 22736, in Douglas County, Nebraska.

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

The LPA shall review and have a working knowledge of the project plans, special provisions, standard specifications (the Standard Specifications for Highway Construction of NDOR (Current Edition), change orders and all other project related contract documents for the construction of LPA's Federal-Aid project. The project plans, special provisions, standard specifications, and other contract documents are hereby incorporated by reference into this agreement, as if they were fully set forth herein, and collectively, may be referred to as the Construction Contract Documents. LPA shall have the duties of "Inspector", (also referred to in the NDOR Construction Manual as "Construction Technician"); "Project Manager;" and also

“Engineer” (unless the context of use of the term “Engineer” would otherwise require), as those terms are defined and duties set out in the Standard Specifications for Highway Construction (2007 Edition). LPA shall be responsible for all duties of the “Engineer”.

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

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

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

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

The parties understand that the LPA is not responsible for the Contractor’s means and methods of construction. To the extent the Construction Contract Documents and the Manuals specify sequencing of work, equipment requirements, or other construction methods, the LPA

shall keep the Owner's RC informed about the progress and quality of the portion of the work and shall advise the RC about observed or measured deficiencies in the work.

SECTION 4. NEW EMPLOYEE WORK ELIGIBILITY STATUS (This version is for LPA provided professional services agreement only.)

The LPA 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 under this agreement. The LPA hereby agrees to contractually require any Consultants or Subconsultants to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

The undersigned duly authorized representative of the LPA, 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 Local Public Agency 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.

SECTION 5. NOTICE TO PROCEED AND COMPLETION

The State will issue the LPA a written Notice-to-Proceed (NTP) upon full execution of this agreement and upon verification that Federal funding approval has been obtained for the services under this agreement. Any work or services performed by LPA on the project prior to the date specified in the written Notice-to-Proceed is not eligible for reimbursement. LPA agrees to prosecute this work promptly to completion.

State authorized changes in the scope of services, which increase or decrease work-hours or services required of the LPA, will provide the basis for changes to the total costs of the services under this agreement.

The LPA shall complete all work under this agreement within 45 calendar days after the date of final acceptance of the project construction by the LPA. Any costs incurred by LPA after the completion deadline are not eligible for federal funding reimbursement unless the LPA has

received an extension of time in writing from the State and the LPA has federal funding approval for the extension of time.

SECTION 6. CONFLICT OF INTEREST

The LPA shall review the Conflict of Interest provisions of 23 CFR 1.33 and 49 CFR 18.36(b)(3) and agrees to comply with all the Conflict of Interest provisions in order for the project to remain fully eligible for State or Federal funding. LPA should review, understand and follow the instructions provided in the **NDOT CONFLICT OF INTEREST GUIDANCE**

DOCUMENT for LPA OFFICIALS, EMPLOYEES & AGENTS for LOCAL FEDERAL-AID

TRANSPORTATION PROJECTS located on the State website at the following location:

<http://www.dor.state.ne.us/gov-aff/lpa/chapter-forms/coi/coi-guidance-doc-lpa.pdf>In the event a

consultant is used by the LPA on this project, the consultant must also complete and sign the

CONFLICT OF INTEREST DISCLOSURE FORM FOR CONSULTANTS for Local Federal-aid

Transportation Projects, for each project. This form is located on the State website at the following location:

<http://www.dor.state.ne.us/gov-aff/lpa/chapter-forms/coi/coi-disclosure-doc-consultant.pdf>

Consultants and sub-consultants providing services for LPA's, or submitting proposals for services, shall have the duty to notify the LPA and the NDOR LPD PC and submit a revised Conflict of Interest Disclosure Form for Consultants for any changes in circumstances, or discovery of any additional facts, that could result in someone employed by, or who has an ownership, personal, or other interest with Consultant or sub-consultant having a real or potential conflict of interest on an LPA federal-aid transportation project.

SECTION 7. REIMBURSEMENT AND INVOICING

For performance of the services described in this agreement, the LPA will be reimbursed for direct costs and indirect costs as defined below in this section, that are allowable subject to the terms of this agreement and to all requirements and limitations of the State policies and the federal cost principles contained in 2 CFR 225 – Cost Principles for State, Local and Tribal Governments and the Federal Acquisition Regulation (48 CFR 31). The total agreement amount is \$31,282.26, of which \$25,025.81 is the Federal share and \$6,256.45 is the LPA share.

A. **Direct costs** must be incurred specifically for the services performed under this agreement, and include:

1. **Direct Labor Costs** –

- (a) **Hourly Rates:** For time devoted and identified specifically for work under this agreement and based upon actual hours as documented by time reports that account for all hours compensated during the pay period and billed at actual labor rates.
- (b) **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 (*as required by LPA Manual Chapter 13, paragraph. 13.4.7*). There must be an adequate system of internal controls in place to ensure that time charges are correct and have the appropriate supervisory approval.

2. **Labor Fringe Benefits** – provided they are:

- a) reasonable,
- b) required either by law, labor agreements or an established policy of the LPA,
- c) are equitably allocated to all activities,
- d) the accounting basis (cash or accrual) is consistently followed by the LPA,
- e) are eligible in accordance with 2 CFR part 225 (OMB Circular A-87), and
- f) the allocation rate has been reviewed and approved by NDOR and/or FHWA for the work under this agreement. Fringe benefit costs include:
 - Paid Leaves (holiday, vacation, sick, court, military, etc.)
 - Employer contributions or expenses for:
 - a. Social Security and Medicare
 - b. Employee life and life insurance
 - c. Unemployment insurance
 - d. Worker's compensation insurance
 - e. Retirement/Pension plan costs
 - f. Other similar benefits

3. **Direct Non-labor costs** – These costs include all necessary, actual, and allowable costs related to completing the work under the agreement, subject to limitations and restrictions described below and in the Program Agreement, including but not limited to: meals, lodging, mileage, subject to the limitations outlined below; communication costs; reproduction and printing costs; special equipment and materials required for the project;

approved equipment purchases or other capital expenditures necessary for the project; and such other allowable items. The State will reimburse the LPA for all necessary, allowable, eligible and properly documented direct non-labor costs related to the work under this agreement provided that costs of this nature are not also included in an indirect cost rate.

The following expenses will be reimbursed as outlined in this agreement based on actual costs, not to exceed the rates as shown below.

- (a) The reimbursement for mileage associated with the use of LPA owned vehicles shall 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:
 - 1) The mileage rate which the consultant reimbursed to the person who submitted the claim for POV use, or
 - 2) The prevailing standard rate as established by the IRS.
- (b) Automobile Rentals and Air Fares will be actual reasonable cost and if discounts are applicable the Consultant shall give the State the benefit of all discounts.
- (c) The reimbursement for meal and lodging rates shall be limited to the prevailing standard rate as indicated in the current website address for U.S. General Services Administration's (GSA) rates which is indicated below:

<http://www.gsa.gov/portal/category/100120>

- 1) For the LPA employees to be eligible for the meal allowance, the following criteria must be met.

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

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

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

(b) Employee is on overnight travel.

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

The LPA shall note the actual lodging and meal costs in a daily diary, expense report, or on the individual's time report along with the time of departure to the project and time of return to the headquarters town. The total daily meal costs must not exceed the GSA rates set out above.

B. **Indirect Cost Rates** are incurred for common purposes and provide a benefit to the entire organizational entity. These costs are recovered through an indirect cost rate applied as a percentage to direct labor. LPA's indirect costs will only be allowed under the following conditions:

- 1) The LPA has an indirect cost rate that is supported by an Indirect Cost Allocation Plan (ICAP) which has been developed in accordance with 2 CFR 225 – Cost Principles for State, Local and Tribal Governments [OMB Circular A-87], and
- 2) The indirect cost allocation rate has been approved in advance by NDOR. *(If the LPA has already in place an ICAP which has been reviewed and approved by the LPA's cognizant Federal agency, the ICAP will be considered for acceptance by FHWA and NDOR.)*

C. **Invoices and Progress Reports.** The LPA shall submit invoices to the State no more frequently than at monthly intervals. The invoices must present actual direct and indirect costs, as described above, billed for that period. The invoices must identify each employee by name and classification, the hours worked, and each individual's actual labor cost. Direct non-labor expenses must be itemized and provide a complete description of each item billed.

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

1. A description of the work completed for that period
2. A description of the work anticipated for the next pay period
3. Information needed from the State
4. Percent of work completed to date
5. A completed "Cost Breakdown Form" which is located on the State's

webpage at www.transportation.nebraska.gov/rfp.

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

- D. **Progress Payments.** Payments will not be made unless the monthly progress reports provide adequate substantiation for the work and whether the State determines that the work has been properly completed. The State will make a reasonable effort to pay the LPA within 30 days of receipt of the LPA invoices.
- E. **Final Invoice.** Upon completion of the work under this agreement, the LPA shall submit their final invoice identifying it as the final invoice.
- F. **Final Payment.** Upon determination that the work was adequately substantiated and satisfactory, reimbursement will be made for any remaining billed eligible actual costs. The acceptance by the LPA of the final payment will constitute and operate as a release to the State for all claims and liability to the LPA, 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.
- G. **Audit and Final Cost Adjustment.** When the work is completed, the State will complete an audit review of the payments made under this agreement. The LPA agrees to reimburse the State for any overpayments identified in the audit review, and the State agrees to reimburse the LPA for any identified underpayments. The LPA agrees to pay the State within thirty days after receipt of a billing from the State.
- H. **LPA Cost Record Retention.** The LPA shall maintain, all books, documents, papers, 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 years from the date of final cost settlement by FHWA under this agreement 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, the LPA shall furnish copies.

SECTION 8. GENERAL REQUIREMENTS:

- A. The LPA shall advise the State when it appears any Disadvantaged Business Enterprise (DBE) working on the project is in need of assistance.
- B. The LPA shall make every effort to assist the Contractor or any Subcontractor in interpreting Project Plans, Special Provisions, Standard Specifications, other Construction Contract Documents, or the Manuals.
- C. The LPA will be present at the project site or available at LPA's Offices beginning on the date specified in the LPA's notice to proceed to the contractor, unless project work has not begun at the site; or, with at least 24 hours notice, at any prior date (1) when contract

work begins or when materials are delivered to the project that need to be tested, sampled or inspected to verify conformance to the requirements of the Construction Contract Documents.

- D. The LPA will review and approve the performance of all construction work on the project, with the right, but not the duty for the State and FHWA to review for compliance or funding eligibility.
- E. All reports of field tests performed by the LPA will be submitted weekly to the State Representative (two copies). LPA will take appropriate action to reject or remedy the work or materials that do not conform to the contract documents.
- F. The LPA shall comply with all Federal, State and local laws, rules or regulations, policies or procedures, and ordinances applicable to the work contemplated in this agreement.
- G. Project time delays attributed solely to the Contractor will constitute a basis for a request for an equivalent extension of time for the LPA. The parties understand that federal reimbursement of extra compensation must be approved in advance as described in the Fees and Payments Section of this agreement.
- H. The sampling and testing type, method and frequency must be completed by LPA according to the current State of Nebraska Manuals, including the Materials Sampling Guide and the State Standard Methods of Tests (www.dor.state.ne.us), and the Construction Contract Documents. For sampling or testing issues or situations that are not covered in the Construction Contract Documents or the Manuals, LPA shall decide what testing type, method or frequency should be applied for this project. Any test methods or procedures that are proposed to be used and are not covered by NDOR procedures must receive prior concurrence for use from NDOR and FHWA.

SECTION 9. OWNERSHIP OF DOCUMENTS:

The diaries, reports, field books, shop drawings, surveys, plans, specifications, maps, computations, charts, and electronic project data and all other project documents prepared or obtained are the property of the LPA. At the conclusion of the project, the LPA shall include these documents in the LPA's federal-aid project file. Further, LPAs time sheets and payroll documents shall be kept in LPAs files for at least three years after the project acceptance by FHWA.

SECTION 10. PROFESSIONAL PERFORMANCE

The LPA understands that it is solely responsible for the quality of the professional services it is providing for this project. LPA believes that LPA employees have the necessary

professional training, experience and ability to properly complete the work under this agreement. Any examination by the State, or FHWA, or any acceptance or use of, or acquiescence in the LPA's work product, will not be considered to be a full and comprehensive examination and will not be considered approval of the LPA's work product which would relieve the LPA from liability or expense that would be connected with the LPA's sole responsibility for the propriety and integrity of the professional work to be accomplished by the LPA pursuant to this Agreement.

The LPA further understands that acceptance or approval of any of the work of the LPA by the State or of payment, partial or final, will not constitute a waiver of any rights of the State, or in any way relieve the LPA from any liability or expenses due to error, omission, or negligence of the LPA in its work. That further, if due to error, omission, or negligence of the LPA, the work product of the LPA is found to be in error or there are omissions therein revealed during or after the construction of the project and revision, reconsideration or reworking of the LPA's work product is necessary, the LPA shall make such revisions without expense to the State. The LPA shall respond to the notice of any errors, omissions or negligence within 24 hours and give immediate attention to necessary corrections. If the LPA discovers errors in its work, it shall notify the State of the errors within 24 hours. Failure of the LPA to notify the State will constitute a breach of this Agreement. The LPA's legal liability for any or all damages incurred by the State or by others caused by error, omission, or negligent acts of the LPA will be borne by the LPA without liability or expense to the State and will not be considered eligible for reimbursement with federal funds.

SECTION 11. SUSPEND, ABANDON OR TERMINATE

The FHWA, or the State on its behalf has the absolute right to suspend or abandon the project or to change the general scope of work at any time and such action on its part will in no event be deemed a breach of this Agreement. The State can suspend or terminate this agreement at any time. The State will give the LPA seven days written notice of such suspension or termination.

If the State abandons or subtracts from the work, or suspends or terminates the agreement as presently outlined, the LPA will be reimbursed in accordance with the provisions of 48 CFR 31, provided however, that in case of suspension, abandonment, or termination for breach of this agreement or for improper work, the State can suspend reimbursements, pending the LPA's compliance with the provisions of this agreement. In determining the percentage of

work completed, the State will consider the work performed by the LPA prior to abandonment, suspension or termination to the total amount of work contemplated by this agreement.

SECTION 12. GENERAL COMPLIANCE WITH LAWS

The LPA hereby agrees to comply with all federal, state, and local laws and ordinances applicable to the work.

SECTION 13. DISPUTES

Any dispute concerning a question of fact in connection with the work not disposed of by this agreement will be referred for determination to the State or a duly authorized representative, whose decision in the matter will be final and conclusive on the parties to this agreement.

SECTION 14. HOLD HARMLESS PROVISION

The LPA agrees to save harmless the State from all claims and liability due to activities of the LPA or those of the LPA's agents or employees in the performance of work under this agreement.

SECTION 15. PROFESSIONAL REGISTRATION

When applicable, the LPA shall affix the seal of a registered professional engineer or architect licensed to practice in the State of Nebraska, on all documents, plans, and specifications prepared under this agreement as required by the Nebraska Engineers and Architects Regulations Act, Neb.Rev.Stat. 81-3401 et.seq.

SECTION 16. SUCCESSORS AND ASSIGNS

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

SECTION 17. SUBLETTING, ASSIGNMENT, OR TRANSFER

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

SECTION 18. ALL ENCOMPASSED

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

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

EXECUTED by the Local Public Agency this ____ day of _____, 2018.

CITY OF BELLEVUE
Rita Sanders

Mayor

STATE OF NEBRASKA)
)ss.
DOUGLAS COUNTY)

EXECUTED by the State this ____ day of _____, 2018.

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION
Greg Wood

Procurement Engineer

SCOPE OF SERVICES
CONSTRUCTION ENGINEERING
for

Project Name: Bellevue Major Street Resurfacing
Project Number: MAPA-5061(1)
Control Number: 22736

A. PROJECT DESCRIPTION

This scope provides for construction engineering services for construction inspection and providing quality assurance materials testing, plant inspection, and other services as requested in Sarpy County, Nebraska. The project consists of the following improvements: cold planning of the existing road surface, resurfacing the milled surface with 2" of hot mix asphalt and adjusting manholes to match the new road surface.

Construction Engineering services for this project will be a joint effort by the City of Bellevue (LPA) and Alfred Benesch & Co., (CE Consultant). CE Consultant shall serve as agent for the LPA, representing the LPA in matters related to construction engineering services for this project. The Scope of Services and corresponding estimated hourly effort for each item shall define responsibilities for the LPA and CE Consultant. CE Consultant effort shall be limited to the total effort identified in the CE Consultant Project Cost Breakdown.

It shall be the responsibility of the Consultant to administer, monitor, assist in the inspection of construction and to provide quality assurance materials testing, plant inspection, and other services as requested such that the project is constructed in conformity with the plans, specifications, and special provisions.

When requested, the Consultant shall inspect the Contractor's work to determine the progress and quality of work, identify discrepancies, report significant discrepancies to the LPA and Department, and direct the Contractor to correct such observed discrepancies.

B. APPLICABLE PUBLICATIONS

Work shall be done in accordance with the following materials as currently adopted at the time of letting:

1. AASHTO Standard Specifications for Transportation Materials and Methods of Sampling and Testing
2. The ASTM Standards
3. NDOT Materials Sampling Guide
4. NDOT Construction Manual
5. NDOT Standard Specifications for Highway Construction
6. Project Plans
7. Contract Special Provisions
8. Manual on Uniform Traffic Control Devices (MUTCD) and NDOT's supplement to the MUTCD.
9. NDOT Final Review Manual
10. NDOT Standard Method of Tests for Laboratory and Field

C. LPA SHALL PROVIDE

The LPA, on an as needed basis, will furnish the following documents for the project.

1. Project description
2. Electronic Construction Plan files including current aerial photographs with project alignment, existing and new rights-of way (ROW) and easements, and LOC, if available
3. Two copies of the Plans and Special Provisions
4. Roadside safety guidelines (Survey Crew Traffic Control Policy, see NDOT website)
5. Survey Field Books with control points and bench marks
6. NEPA Document
7. Other

These documents may be provided in either paper or electronic format.

D. LPA AND CONSULTANT SHALL PROVIDE

1. Project Management and Coordination. (LEAD: CE CONSULTANT) 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 and monthly progress reports; prepare project correspondence with the LPA and/or NDOT; maintain project records; and perform other duties of the Project Manager as defined in the NDOT Standard Specifications for Highway Construction.

1.1 Project Management activities shall include the following:

- Project Management – Provide management of project including staffing, scheduling, invoicing, progress reports, and coordination with designer.
- Prepare Change Orders and submit copies to the appropriate parties for approval and full execution.
- Maintain detailed Project Records and keep them current. All records shall be available at the LPA's office.
- Generate contractor's progress and final Estimates in Site Manager
- Review Contractor's Construction Schedule
- Coordinate with LPA and RC regarding all project activities.
- Make entries of project data and diary information into Site Manager on a daily basis. Insure that inspectors and lab personnel are maintaining appropriate daily work reports and all material records.

Project manager hours for project management shall be limited to 6% of the total hours for other tasks and personnel.

2. Meetings. (LEAD: CE CONSULTANT) Project staff will meet with the LPA, the Contractor, and NDOT when requested by the State, and prepare minutes of the meeting. For some projects, a public meeting may be held and the consultant's attendance may be required.

- 2.1 Construction Inspection Planning Meeting - The LPA shall coordinate this meeting prior to start of construction to ensure roles and responsibilities are clear. Attendees should include the LPA RC, construction inspection personnel and NDOT State Representative.
- 2.2 Pre-Construction Meeting - Prepare the agenda, attend, and distribute meeting notes.
- 2.3 Construction Progress Meetings - Prepare the agenda, attend, and conduct periodic progress meetings with the LPA and/or NDOT personnel, contractor, sub-contractors, utility personnel, and other agencies affected by the project. FHWA shall be included for full Federal oversight projects. There will be approximately 12 meetings.
- 2.4 Public Meeting (If Required) - Assist the LPA with scheduling and conducting a Public Meeting with Contractor and Residents prior to the start of project.
- 2.5 Assume 13 trips to the project site for meetings.

3. Traffic Control Plan. (LEAD: CE CONSULTANT) Consultant shall prepare a traffic control plan for the project site. These plan sheet(s) are to be signed by a Professional Engineer licensed in the State of Nebraska. Traffic Control plans shall be reviewed by the State Representative prior to placing in service (Owner will use checklist 12-72 to audit and document the Consultant's completion of this activity). Once the plans are completed, they are to be submitted to the Person of Responsible Charge (RC).

- 3.1 Prepare Traffic Control Plan in accordance to NDOT Standard Plans, MUTCD and the NDOT Supplement to the MUTCD. Sign and seal plans.
- 3.2 Review and approve Traffic Control Plan (If Completed by Contractor) for conformance to the Contract's Special Provisions.
- 3.3 Submit Plans to the RC for their records.

4. ~~SWPPP Inspections/Manual Updates.~~ Consultant shall conduct inspections bi weekly and after every 1/2" or greater rain event according to permit regulations. The Stormwater Pollution Prevention Plan (SWPPP) Manual shall be updated according to NDOT and/or LPA requirements.

- 4.1 ~~Conduct 0 Inspections~~
 4.2 ~~Update SWPPP Manual and Temporary Erosion Control Plan~~
 4.3 ~~Assume 0 trips to the project site for SWPP Inspections.~~

5. ~~Construction Survey/Staking.~~ The following tasks are required if the Consultant is providing Construction Surveying and Staking. This work shall be done in accordance with the NDOT Construction Manual.

- 5.1 ~~Provide coordination of staking needs with Contractor.~~
 5.2 ~~Consultant shall verify and re-establish if necessary the survey control used during the preliminary engineering.~~
 5.3 ~~Stake limits of construction throughout project.~~
 5.4 ~~Mark removals including pavement removal limits. Stake right of way and construction easements.~~
 5.5 ~~Provide slope stakes for grading~~
 5.6 ~~Provide paving hubs. For structures storm sewer and pipe culverts, the consultant will provide grade stakes.~~
 5.7 ~~Provide cross section for new culverts before providing a Culvert Order List to Contractor.~~
 5.8 ~~Stake fence relocation and guardrail.~~
 5.9 ~~Stake silt fence.~~
 5.10 ~~Verify existing tie in elevations and locations and adjust new pavement grades to meet existing pavement.~~
 5.11 ~~Assume 0 trips to the project site for construction survey/staking.~~

All items will be staked one time. Except for re staking required for staking done incorrectly, re staking will be considered out of scope. Consultant will invoice the LPA for the re staking. If re staking is required because of the activities of the Contractor, the fee for re staking will be withheld from Contractor payment.

6. Construction Consultation/Site Manager & Daily Work Report (DWR). (LEAD: LPA) Consultant shall contact RC/Designer as needed to obtain plan clarifications/interpretations. Maintain and review project materials and promptly enter information into Site Manager.

- 6.1 Construction Consultation/SiteManager & Daily Work Report (DWR)
- Review and Enter Data into SiteManager
 - Maintain Project Field Diaries, Files, and Record data in SiteManager
 - Document and Review Daily Work Reports (DWRs)

7. ~~Girder Shim Surveying.~~ (Bridge Projects Only) The Designer (PE) shall determine the girder shim values, which are defined as the differences in elevation between the top of girder elevation and the top of slab elevation necessary at known points along the length of the girder during placement of the deck to result in the finished top of slab elevation to be correct after the girder has deflected under the weight of the slab.

- 7.1 ~~Girder Shim Surveying~~
- ~~Shim shots will be taken at the locations as determined by the designer.~~
 - ~~Elevations and rod readings need to be recorded by Consultant and submitted to PE at the time the shim shots are taken.~~

8. ~~Perform Bearing Calculations.~~ If pile driving is required on the project, the Consultant shall perform bearing capacity calculations in accordance with the NDOT Construction Manual.

- 8.1 ~~Perform Bearing Calculations~~

9. Construction Inspection. (LEAD: LPA) LPA and Consultant shall perform material sampling and testing and complete inspection work and project management in

accordance with the references list in Section B of this Exhibit. LPA and Consultant shall assume the duties of "Inspector, (also referred to in the NDOT Construction Manual as "Construction Technician"), "Project Manager", and also "Engineer" (unless the context of use of the term "Engineer" would otherwise require), as those terms are defined and duties set out in the Standard Specifications for Highway Construction. Consultant shall assume that it is responsible for all duties of the "Engineer" unless notified otherwise by RC on behalf of LPA.

9.1 Construction Inspection: Duties for construction inspection will include, but are not limited to, the following items:

- Conduct wage rate interviews and review payrolls for correctness and Davis-Bacon Wage Rate compliance
- Verify that the performance of the work is in conformance with the plans, specifications, and special provisions.
- Conduct reviews for compliance with Disadvantaged Business Enterprise (DBE) commitments
- The Consultant is required to create checklists to document assessment and compliance with all environmental commitments for the project. An Environmental Compliance Inspection Audit will be conducted by NDOT personnel. (NDOT will use checklist 12-20 to document the audit of the Consultant.) The environmental check list is to monitor and document construction activities for compliance with NEPA (Environmental Review Checklist, Section 404, NPDES, SWPPP, Threatened and Endangered Species, etc.)
- NDOT will provide the Initial Threatened and Endangered Species surveys required as outlined in the conservation conditions; and follow up survey training for the Consultant's environmental inspection personnel. Follow-up surveys as may be required will be the responsibility of the Consultant. Any required surveys for compliance with the Migratory Bird Treaty Act will also be the responsibility of the Consultant. NDOT will not conduct these surveys.
- The Consultant will provide NDOT 30 days advance notice of the need for the initial T&E surveys so that NDOT personnel can be scheduled to perform this work.
- Review work zone traffic control devices daily and, at a minimum weekly interval, conduct a nighttime drive through review of temporary traffic control devices (per ATSSA Quality Standards for Work Zone Traffic Control Devices). Perform reflectivity check (DR form 481) of temporary devices at the start of construction activities and at six (6) month intervals or as conditions warrant.
- Collect, sign/date, and file all delivery tickets and material certifications. All required material certifications shall be submitted to NDOT Materials & Research Division accompanied by a completed DR-12 sample ID form or Site Manager Sample Record ID.
- Consultant shall forward shop drawings to the RC for review and approval by the design engineer. Shop drawing review is not part of the scope of services for this construction engineering agreement
- Draft and review change order or time extension request including explanation of the issue and resolution and the justification for accepted prices and forward to RC. Once reviewed by NDOT and FHWA, proceed with the approval process. Forward a signed hardcopy to NDOT for further processing.
- Communicate and coordinate plan revisions and change orders with the Designer.
- Prepare a field checked culvert order list
- Prepare guardrail order list
- Generate periodic progress estimates using SiteManager and forward to RC for further approval.
- Review critical path schedule prepared by the Contractor for appropriateness and Current Controlling Operation (CCO) designation.

- On bridge projects, the Inspector shall take periodic survey shots with the assistance of one of the Contractor's to ensure compliance with the plans. Locate permanent pavement markings

- 9.2 Measure, calculate, and document quantities of pay items
- 9.3 Keep all records and data up-to-date so that all necessary information appears on the Weekly Report of Working Days when they are generated at mid-week.
- 9.4 Assume 90 trips (28 days milling @ 5000 SY/day, 28 days of pavement repair @ 40 SY/day, 17 days paving @ 1000/day, 17 days of utility adjustments @ 10 each/day) to the site for construction inspection and an average of 10 hours per day for Construction Inspection.

10. Perform Material Sampling and Testing. (LEAD: CE CONSULTANT) The Consultant shall perform material testing as required in accordance with the references list in Section B of this Exhibit. All testing and sampling personnel shall be certified to perform these duties in accordance with the NDOT Materials Sampling Guide section 28. All non-NDOT Laboratories shall be pre-qualified by NDOT's Materials and Research Division to conduct the testing they are contracted to perform.

NDOT SHALL PROVIDE:

Typical testing done by NDOT Materials and Research's Central lab (sampling and delivery for these materials is done by Consultant and submitted to NDOT):

All Aggregate

- Quality and Soundness acceptance testing
- Gradation verification testing

PG Binders & Emulsions

- All required acceptance testing

All Steel Products

- All testing required for heat number pre-approval and acceptance testing

Chemical Lab

- All required source pre-approval and acceptance testing

Smoothness

- NDOT will run all 10% verification testing for projects with Smoothness
- Specifications for pavement. NDOT will perform bridge smoothness testing on bridges receiving pavement on either side of the bridge

CONSULTANT SHALL PROVIDE:

(List of tests to be provided by NDOT)

- 10.1 Collect, verify, document and deliver all samples to testing lab
- 10.2 Collect, verify, document and deliver a copy of all required material certifications to the NDOT Materials and Research Central Lab.
- 10.3 Review and document test results of all samples and coordinate with owner for acceptance and incorporation into the project.
- 10.4 Assume 65 trips to the project site for Material Sampling and Testing.

Construction materials testing services performed by Benesch shall be compensated on a unit rate basis in accordance with the unit rate prices identified in the Direct Expenses Breakdown. All SiteManager entry, collection of samples and certifications, delivery to NDOR, and other items of work associated with this Task shall be compensated on an hourly basis.

11. As-Built Drawings. (LEAD: LPA) Prepare As-built drawings according to the LPA manual and the current directions from the NDOT Final Review Section.

11.1 As-Built Drawings

12. Final Inspections. (LEAD: LPA) Consultant shall prepare a punch list of items for the project site and conduct a final project walk-through inspection with the LPA RC and NDOT State Representative to verify that corrective work identified on the punch list has been completed.
- 12.1 Walkthrough of Site and Preparation of Punch List
- 12.2 Review Project to verify that Punch List work has been completed (Owner will use LPA Manual checklist 12-75 to audit and document the Consultant's completion of this activity)
13. Project Closeout. (LEAD: LPA) compiling project construction records as requested. Assemble and transmit Final Construction Records to LPA RC in paper format (printed single sided), including:
- 13.1 Project Closeout activities shall include the following:
- Project Manager's Final Estimate
 - Copy of Consultant PM's (representing LPA) Concurrence/Non-Concurrence Letter w/ Certified Mail Receipt Enclosed.
 - Copy of Contractor's signed Concurrence/Non-Concurrence Letter
 - Memo of Major Item Review
 - Memo of Time Allowance Review (Required only if the Contractor has overrun on the Contract Time Allowance.)
 - Borrow Site Memo
 - City Agreement Letter
 - Project Completion Memo - The Consultant's PM should perform this in an e-mail to the NDOT Rep with the required information – check with the NDOT Rep for this. The Consultant should ensure that the LPA RC sends a letter of Tentative Acceptance (per NDOT format) to the Contractor – send copies to the NDOT Rep.
 - Sign Deduction Memo (If required)
 - Material Review Memo
 - SiteManager PM Diary Report
 - SiteManager Contract Item Report for all Contract Items
 - All NDOT Spreadsheets and Workbooks used for Contract Item supportive documentation.
 - All Contractor-provided Asphalt QA/QC Test Results (asphalt projects)
 - Project Culvert Field Book with information per the NDOT Construction Manual
 - Signed and stamped As Built Plans (full size)
 - Copy of Evaluation(s) of Contractor
 - LPA CE Project Closeout Checklist (LPA Manual Checklist 14-10)
 - Deliver Final Construction Records to LPA RC, including Form DR-299 - Project Construction Conformity Certification and ensure that the LPA RC completes the LPA RC Project Closeout Checklist (LPA Manual checklist 14-20 and includes it in the Final Records provided to the NDOT State Representative for review)
14. Other. (Additional project specific tasks may be added here)
- 14.1 Audits – The Consultant shall provide any support to the LPA regarding any NDOT or FHWA audits performed during the contract time period
- 14.2 Other

E. SCHEDULE

The LPA will provide the Notice to Proceed to CE Consultant for requested CE services a minimum of fourteen (14) calendar days prior to the start of work by the Contractor. Upon request, the Consultant shall provide a schedule of activities and deliverables within two (2) calendar days of receiving the Notice to Proceed.

Staffing Plan (SRC)

Construction Engineering

Project Name: BELLEVUE
 E MAJOR
Consultant: Alfred Benesch & Co.
Consultant PM: Jeff Sockel, PE
LPA RC: City of Bellevue - Dean Dunn
NDOR PC: TBD
Date: June 17, 2018

Project Number: MAPA 5061(1)
Control Number: 22736

#	Code	Classification	#	Code	Classification
1	BRC	Responsible Charge - Bellevue	6	SCM	Survey Crew Member
2	PM	Project Manager - Benesch	7	INS1	Inspector 1
3	ENG	Engineer - Benesch	8	INS2	Inspector 2
4	DES	Designer/CADD Tech	9	ADM	Administrative
5	SCC	Survey Crew Chief	10	PS	Project Scientist

Overhead Rate ^[1]
Fee for Profit Rate ^[2]
FCCM (if applicable)

SPECIFIC RATES OF COMPENSATION TABLE

Template: T-WB-Generic SRC (rev 8-27-2015)

Employee Name	Job Title & Certifications ^[3]	Hourly Rate ^[4]	Billing Rate ^[5]	% Assigned
Responsible Charge - Bellevue				
<u>Dean Dunn, PE</u>	<u>Engineering Manager</u>	<u>\$62.04</u>	<u>\$62.04</u>	<u>100%</u>
		Specific Rate for Classification: <u>\$62.04</u>		
Project Manager - Benesch				
		Specific Rate for Classification: <u> </u>		
Engineer - Benesch				
		Specific Rate for Classification: <u> </u>		
Designer/CADD Tech				
		Specific Rate for Classification: <u> </u>		
Survey Crew Chief				
		Specific Rate for Classification: <u> </u>		
Survey Crew Member				
		Specific Rate for Classification: <u> </u>		
Inspector 1				
<u>Sean Schrader</u>	<u>Public Works Inspector</u>	<u>\$36.45</u>	<u>\$36.45</u>	<u>100%</u>
		Specific Rate for Classification: <u>\$36.45</u>		
Inspector 2				
		Specific Rate for Classification: <u> </u>		
Administrative				
		Specific Rate for Classification: <u> </u>		
Project Scientist				
		Specific Rate for Classification: <u> </u>		

Consultant's Estimate of Hours

Construction Engineering

Project Name: BELLEVUE MAJOR STREET RESURFACING
 Consultant: Alfred Benesch & Co.
 Consultant PM: Jeff Sockel, PE
 LPA RC: City of Bellevue - Dean Dunn
 NDOR PC: TBD
 Date: June 17, 2018

Project Number: MAPA 5061(1)
 Control Number: 22738

TASKS	PERSONNEL CLASSIFICATIONS										Total
	BRC	PM	ENG	DES	SCC	SCM	INST	INS2	ADM	PS	
1. Project Management & Coordination	26										26
1.1 Project Management	26										26
2. Meetings	13						13				26
2.1 Construction Inspection Planning Meeting											
2.2 Pre-Construction Meeting	1						1				2
2.3 Construction Progress Meetings	12						12				24
2.5 Trips to Site (Travel Time) for Meetings											
3. Traffic Control Plan											
3.1 Prepare Traffic Control Plan											
4. SWPPP Inspections/Mannual Updates											
5. Construction Survey/Staking											
6. Construction Consultation/Site Manager & Daily Work Report (DWR)							54				54
6.1 Construction Consultation/Site Manager & DWR							54				54

TASKS	PERSONNEL CLASSIFICATIONS										
	BRC	PM	ENG	DES	SCC	SCM	INS1	INS2	ADM	PS	Total
7. Girder Shim Surveying (Bridge Projs Only)											
8. Perform Bearing Calculations											
9. Construction Inspection											
9.1 Construction Inspection (including Qty Cals, Reporting, Travel)							555				555
9.2 Measure, calculate, and document qty of pay items							540				540
9.3 Maintain records/data, prepare Weekly Report of WDs											
9.4 Trips to Site (Travel Time) for Const Inspection							15				15
10. Perform Material Sampling and Testing							20				20
10.1 Collect, verify, document, deliver all samples to test lab							20				20
10.2 Provide all req'd material certs to the NDOR M&R Lab							20				20
10.3 Review and document all test results of all samples											
10.4 Trips to Site (Travel) for Delivery & Collecting Samples											
11. As-Built Drawings							16				16
11.1 Prepare As-Built Drawings							16				16
12. Final Inspections							24				24
12.1 Walkthrough of Site and Preparation of Punch List							16				16
12.2 Review Project to verify Punch List has been completed							8				8
13. Project Closeout							64				64
13.1 Project Closeout							64				64
14. Other											
Total Days	4.88						93.25				98
Total Hours	39						746				785.0

Direct Expenses**Construction Engineering**

Project Name: BELLEVUE MAJOR STREET RESURFACING

Project Number: MAPA 5061(1)

Consultant: Alfred Benesch & Co.

Control Number: 22736

Consultant PM: Jeff Sockel, PE

NDOR PC: TBD

Date: June 17, 2018

Subconsultants:			Amount					
			Subtotal					
Printing and Reproduction:			Amount					
	Qty	Unit Cost						
Printing		\$1.00						
			Subtotal					
Mileage/Travel:			Amount					
	Qty	Unit Cost						
Inspector1 Mileage (124*40 miles roundtrip)	600	\$0.545	\$327.00					
Engineer Mileage (124*40)		\$0.545						
PM Mileage (16*30)		\$0.545						
			Subtotal					
			\$327.00					
Lodging/Meals:			Amount					
	Qty	Unit Cost						
			Subtotal					
Other Miscellaneous Costs:			Amount					
	Qty	Unit Cost						
Allowance for Non-Exempt Employee OT Direct Cost Reimbursement	1344	\$1.00	\$1,344.00					
			Subtotal					
			\$1,344.00					
Material Testing:		Qty	Unit Cost	Material Testing:		Qty	Unit Cost	Amount
Trip Charge			\$68.00	Trim/Cap Cyl or Core			\$68.00	
Soil Density			\$31.00	Asphalt %Binder/Gradation			\$180.00	
Standard Proctor			\$156.00	Asphalt Rice Test			\$80.00	
Slump, Air, Cast up to (8) 4x8"cyl			\$98.00	Gyratory Compaction (2)			\$180.00	
Compressive Strength of Cylinders			\$22.00	Fine Agg Angularity			\$100.00	
Coring Mobilization			\$110.00	Coarse Agg Angularity			\$100.00	
Concrete Coring			\$110.00	Core Thickness/Density			\$35.00	
Compressive Strength of Core			\$34.00	Aggregate Gradation			\$88.00	
							Subtotal	
TOTAL DIRECT EXPENSES								\$1,671.00

Construction Engineering

Project Name: BELLEVUE MAJOR STREET RESURFACING

Consultant: Alfred Benesch & Co.

Consultant PM: Jeff Sockel, PE

LPA RC: City of Bellevue - Dean Dunn

NDOR PC: TBD

Date: June 17, 2018

Project Number: MAPA 5061(1)
Control Number: 22736

LABOR COSTS			
Classification	Hours	Specific Rate	Amount
Responsible Charge - Bellevue	39	\$62.04	\$2,419.56
Project Manager - Benesch			
Engineer - Benesch			
Designer/CADD Tech			
Survey Crew Chief			
Survey Crew Member			
Inspector 1	746	\$36.45	\$27,191.70
Inspector 2			
Administrative			
Project Scientist			
		Subtotal	\$29,611.26

DIRECT EXPENSES		Amount
Subconsultants:		
Printing And Reproduction:		
Mileage/Travel:		\$327.00
Lodging/Meals:		
Other Miscellaneous Costs:		\$1,344.00
Material Testing:		
	Subtotal	\$1,671.00

TOTAL PROJECT COSTS		Amount
Labor Costs		\$29,611.26
Overhead @		
Total Labor Costs		
Fee for Profit Rate @		
Facility Capital Cost of Money (FCCM) @	(direct labor cost x FCCM%)	
Direct Expenses		\$1,671.00
	TOTAL COST	\$31,282.26

LABOR COST BY MAJOR TASKS	Budget	Actual	Variance
1. Project Management & Coordination	\$1,613.04		\$1,613.04
2. Meetings	\$1,280.37		\$1,280.37
3. Traffic Control Plan			
4. SWPPP Inspections/Manual Updates			
5. Construction Survey/Staking			
6. Construction Consultation/Site Manager & Daily	\$1,968.30		\$1,968.30
7. Girder Shim Surveying (Bridge Projs Only)			
8. Perform Bearing Calculations			
9. Construction Inspection	\$20,229.75		\$20,229.75
10. Perform Material Sampling and Testing	\$729.00		\$729.00
11. As-Built Drawings	\$583.20		\$583.20
12. Final Inspections	\$874.80		\$874.80
13. Project Closeout	\$2,332.80		\$2,332.80
14. Other			
	\$29,611.26		\$29,611.26

Travel Calculations & Notes

Construction Engineering

Project Name: BELLEVUE MAJOR STREET RESURFACING
Consultant: Alfred Benesch & Co.
Consultant PM: Jeff Sockel, PE
LPA RC: City of Bellevue - Dean Dunn
NDOR PC: TBD
Date: June 17, 2018

Project Number: MAPA 5061(1)
Control Number: 22736

Trip Mileage and Time Calculations

Starting Location:	Benesch Omaha	Benesch Omaha	Bellevue	Bellevue	Travel Summary	
Ending Location:	Site/LPA Office	NDOT D2	Site	NDOT D2		
Roundtrip distance to/from (miles):	40	10	10	30	Miles	Hours
Roundtrip travel time (minutes):	60.00	30.00	15.00	45.00		
# of Roundtrips/Staff --> BRC:						
--> PM:						
--> ENG:						
--> DES:						
--> SCC:						
--> SCM:						
--> INS1:			60		600	15.0
--> INS2:						
--> ADM:						
--> PS:						
Total:					600	15.0

Note: Total miles assumes each staff travels separately

Enter Number of Working Days : 78

Obtain # of working days from NDOT

Month	# Working Days	Avg. Daylight	Hours	780
April	15	13.25	Weeks	15.6
May	15	14.25	Months	3.9
June	20	15		
July	20	14.5		
August	20	13.5		
September	15	12.5		
October	15	11		
November	15	10		

Assumed 10.0 hours/Working Day

Notes & Assumptions

Non-Exempt Labor Direct OT Cost Ca

Construction Engineering

Project Name: BELLEVUE MAJOR STREET RESURFACING

Consultant: Alfred Benesch & Co.

Consultant PM: Jeff Sockel, PE

LPA RC: City of Bellevue - Dean Dunn

NDOR PC: TBD

Date: June 17, 2018

Project Number: MAPA 5061(1)

Control Number: 22736

Non-Reimbursed Direct Labor Costs Due to Premium (150%) Overtime								
	Ave Add'l Hourly Direct Labor Cost due to Premium (150%)	Number of Weekdays OT is expected	Weekday Average Anticipated Hours of OT	Number of Weekend days OT is expected	Weekend Average Anticipated Hours of OT	Non-Exempt OT Cost Summary		
						Hours	Dollars	
Hours/Staff →	BRC:							
→	PM:							
→	ENG:							
→	DES:							
→	SCC:							
→	SCM:							
→	INS1:	\$12.00	38.00	2.00	8.00	4.50	112	\$1,344.00
→	INS2:							
→	ADM:							
→	PS:							
Total:						112	\$1,344.00	

Notes & Assumptions

CONTRACT NO. : 2736X PROJECT NO. : MAPA-5061(7)
CONTRACTOR:
LETTING DATE: June 14, 2018
LOCATION: BELLEVUE MAJOR STREET RESURFACING
TYPE OF CONSTR. : BITUMINOUS

NOTE: ALL MANUFACTURERS OF STEEL AND IRON MATERIALS WILL INCLUDE A STATEMENT ON THE TEST REPORT OR CERTIFICATION THAT ALL STEEL AND IRON MATERIALS WERE MELTED AND MANUFACTURED IN THE USA (SEE NSS-106.07 PARAGRAPH 3)

TOS = TEST OR SAMPLE
CC = CONTRACTOR CERTIFICATION
COC = CERTIFICATION OF COMPLIANCE
COT = CERTIFICATION OF TEST
APL = APPROVED PRODUCTS LIST
PMV = PROJECT MANAGER VERIFICATION
SR = SHIPPING REPORT

** SP = SPECIAL PROVISIONS - PAGE #
SG = SAMPLING GUIDE - SECTION #
NSS = NEBR. STAND. SPECS. - SECTION #

Line Item	Line Item Description	Quantity	Units	* Req. Data	** Ref. Info	M&R Contact
	BUY AMERICA CERTIFICATION FROM PRIME CONTRACTOR			CC	NSS106	BURHAM
1	BARRICADE, TYPE II	6,330.000	B DAY			
2	BARRICADE, TYPE III	1,055.000	B DAY			
	BARRICADE WARNING LIGHTS			APL	SG-23	BURHAM
	BARRICADE REFLECTIVE SHEETING			TOS	SG-23	DONDLINGER
10	CONCRETE PAVEMENT REPAIR, TYPE A, FULL DEPTH	180.000	SY	TOS	SG-15	KRASON
11	CONCRETE PAVEMENT REPAIR, TYPE B, FULL DEPTH	380.000	SY	TOS	SG-15	KRASON
12	CONCRETE PAVEMENT REPAIR, TYPE C, FULL DEPTH	570.000	SY	TOS	SG-15	KRASON
13	CAST IRON RING AND COVER	9,474.000	LB	COC	SG-25	BURHAM
15	ADJUST MANHOLE TO GRADE	68.000	EACH	TOS	SG-16	KRASON
16	CURB INLET SEDIMENT FILTER	108.000	EACH	APL	SP-90	DONDLINGER
17	RIGHT ARROW, PREFORMED PAVEMENT MARKING TYPE 4	17.000	EACH	APL	SG-23	DONDLINGER
18	THRU ARROW, PREFORMED PAVEMENT MARKING, TYPE 4	3.000	EACH	APL	SG-23	DONDLINGER
19	LEFT ARROW, PREFORMED PAVEMENT MARKING, TYPE 4	35.000	EACH	APL	SG-23	DONDLINGER
20	ONLY, PREFORMED PAVEMENT MARKING, TYPE 4	2.000	EACH	APL	SG-23	DONDLINGER
21	5" WHITE PREFORMED PAVEMENT MARKING, TYPE 4	50,006.000	LF	APL	SG-23	DONDLINGER
22	5" YELLOW PREFORMED PAVEMENT MARKING, TYPE 4	53,198.000	LF	APL	SG-23	DONDLINGER
23	12" WHITE PREFORMED PAVEMENT MARKING, TYPE 4	1,107.000	LF	APL	SG-23	DONDLINGER
24	24" WHITE PREFORMED PAVEMENT MARKING, TYPE 4	978.000	LF	APL	SG-23	DONDLINGER
25	HYDRATED LIME/WARM MIX ASPHALT	16,192.000	EACH	COC/APL	SG-3	DONDLINGER
26	ASPHALTIC CONCRETE, TYPE SPR	1,742.000	TON	TOS	SG-3	REA
27	ASPHALTIC CONCRETE, TYPE SPH	14,415.000	TON	TOS	SG-3	REA
29	ASPHALTIC CONCRETE FOR PATCHING, TYPE SPR	5.000	TON	TOS	SG-3	REA
30	ASPHALTIC CONCRETE FOR PATCHING, TYPE SPH	30.000	TON	TOS	SG-3	REA
31	PERFORMANCE GRADED BINDER (58V-34)	59.398	TON	TOS	SG-2	GUDE
32	PERFORMANCE GRADED BINDER (58E-34)	491.130	TON	TOS	SG-2	GUDE
33	TACK COAT	21,570.000	GAL	TOS	SG-2	GUDE
39	TEMPORARY SILT CHECK	500.000	LF	APL	SG-24	DONDLINGER



City of Bellevue

Office of the Mayor

To: Joseph A Mangiamelli City Administrator City Council President Jim Moudry and members of the City Council

From: Rita Sanders Mayor City of Bellevue

Subject: Mayor's Report

July 2018

Assist with Pancake Breakfast, Beer Garden and Car Show at Rverfest 2018

Meet with American Red Cross for support on upcoming blood drive

Attend Director's meeting

Attend P-3 Meeting

Attend Nebraska Diplomat Conference and dinner

Attend MPA Council of Officials meeting

Attend Change of Command of Operations-Offutt AFB

Attend General Hyten (STRATCOM) Golf and dinner

Attend JLUS meeting update

Deliver Meals on Wheels

Attend Smart Cities meeting

Attend American Red Cross Blood Drive

Attend Cox Classic

MAPA Board meeting

Attend Congressman Fortenberry's Town Hall meeting

Attend American/Asian Festival Opening ceremony

Attend STRATCOM Deterrence Conference



City of Bellevue

Office of the City Administrator

July 18, 2018

To: Mayor Sanders, City Council President Moudry and
Members of the Bellevue City Council
From: Joseph A. Mangiamelli, City Administrator
Subject: Overview - Activities report

The following is an overview of my activities during the period since our last City Council meeting. Numerous meetings and events attended as indicated:

- *Met with city Leadership Team to review City Council meeting and discuss upcoming issues
- *Met w/staff to review upcoming City Council agenda items
- *Participated in Ralston's Fourth of July parade
- *Attended Governor's press conference detailing the states highway financing plan
- *Attended Bellevue Bridge Commission meeting
- *Attended Firefighters Retirement Committee meeting
- *Attended budget task force first meeting
- *Met w/staff to review Riverfest after action and discussion for future planning
- *Met w/police negotiating team to review present items for discussion
- *Met w/Burlington Capital representatives to discuss Offutt Air Force base services and master planning
- *Met w/citizen interested in banning smoking at city park playgrounds
- *Participated in Sarpy County Wastewater Agency financial consultant selection interviews
- *Attended library feasibility assessment steering committee kick-off
- *Attended Sarpy County Wastewater Agency develop input meeting

Printed on old letterhead to use up stock



Departmental Activity Report July 18, 2018

Administrative Services Director

- FMLA case management (6)
- Leadership team meeting 7/12
- BPOA negotiation prep meetings (1)
- Senior Center Board meeting 7/9
- Coordinate Base Pass renewal for minibus driver
- New Hire Orientation meeting (1)
- Prepare employee evaluation
- Prepare Department Head meeting agenda
- Coordinated Transit Committee meeting 7/18
- Background check reviews (1)
- Review MAPA 5310 funding criteria
- Vacation 6/30 – 7/5
- Ultimate Software on-line training (continued).
- Review and update Key Position profiles for the Succession Plan for posting. (continued)
- Reviewing the ADA Transition Plan (continued)

Activity Report 07/16/18

Human Resources Manager

- Personnel issues – (1) matters under review
- Vacation 07/02-07/09
- BPOA Negotiation prep
- Business Intelligence report writing training
- Time clock servicing, IP change corrections
- Payroll processing SOP creation
- Retirement plan SOP creation
- Payroll processing 07/13 payroll

As per your request the following is a synopsis of the day to day activity performed by the Personnel Department - Personnel Technician June 19 through July 17, 2018.

Record Management:

- Prep,
Input and Record Payroll Changes for processing for June 15 payroll and prepped future ones.
- Processed Address Changes – 3 Name Change - 0
- Travel & Training Requests Processed 4 Narratives Received - 3
- Miscellaneous Copies and Secretarial work for Admin Svcs. Director to include revisions to job descriptions. Prepare and process all of Human Service, Administrative Service and HR Requisitions. Advertise, accept and process applications for the various Department Heads. Copy and scan all scored goal sheets for Performance Management Review committee.
- Recorded Performance Evaluations – 3 Verifications of Employment – 8
- Audited all input of seasonal employees for accuracy

- **Applicants/Recruitment:**

- **Benefit Orientation/Employee Exits/Resignations:**

- 0 - Full Time Exit
- 1 – Full Time Benefit Orientation
- 0 - Promotion
- 0 – Return from Leave
- 0 – Transfer
- 0 –Leave of Absence
- 0 – Resignations/Terminations

- **Benefit Administration:**

- COBRA Notices – 1
- Retirement Enrollment/Rollovers - 0 Retirement Payout/Withdrawal - 0
- Processed 457 Transfers/Enrollments/Changes - 1 TASC Resign - 0
- Beneficiary Changes - 1 QDRO - 0
- Processed New or changes to Principal Loan – 0
- Audited and sent to Finance for payment Life and LTD and Supplemental life.
- Reconcile Retiree Payments and notified the retirees of payment amounts due.
- Updating data base with new amounts for voluntary life insurance
- Updating data base with new Life and AD&D amounts due to increases last year
- Updating data base with new LTD amounts
- Auditing all beneficiaries for retirement and life
- Sent email removal list to Sarpy County for all resigned employees.

- **Payroll Administration:**

- Prep, E-Verify and Process New Hires - 1
- Background Checks - 1

- Medical Testing for New Employees - 1
- Salary authorizations sheets sent to supervisors, directors and City Administrator in preparation for payroll increases and performance awards.
- Audited TASC payroll verification and sent PVR and finalization to finance
- Input into new system (ulti) new employees - 0
- **Reports:**
- Prepared Activity Report for HR Manager
-
- **On-Going Projects:**
- Scan and File all Performance Management reports, target and scored target.
- Prep new contract year sheets for Grade/Step/Anniversary Date/Changes
- Auditing of Personnel Files to include updating database with new information
- Auditing of I-9 forms
- Cover Human Service Desk for absent Secretary and during lunch hour.
- Prepare orientation packets & manuals for new employees.
- Purging files in readiness for move
- Auditing benefit deductions for new payroll software

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• HUMAN SERVICE PROGRAM SPECIALIST 2 WEEK REPORT

• July 1st- 17th

- **FINANCIAL ASSISTANCE**
- OPPD 6
- Rent 4
- MUD 2
- BH 0
- CR 0
- **TOTAL= 12**
- **TOTAL NO SHOWS= 1**
-
- **FOOD PANTRY**
- **TOTAL= 2**
-
- **MEETINGS**
- BMA...7/2, 7/16
- CR...7/5, 7/12

Specialized Transportation Service

Miles traveled - 2,124

Passenger boardings - 283



City of Bellevue

Office of the City Clerk

1500 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3007

July 18, 2018

From: Sabrina Ohnmacht, City Clerk

RE: Information for Administration Report

Four of the fireworks stands did not have their \$1,000 deposit returned to them this year. City Code states stands must be completely cleaned up by noon on July 7th. Three of them still had dumpsters onsite and the fourth had stairs that had been used for accessing the stand onsite. Each organization and their distributor were sent a letter and copies of the pictures showing the code violation as provided by Fire Investigator, Captain Don Gifford, by me on Monday, July 9. They have 10 days to dispute in writing, but we have not received anything. All other deposit refunds were sent out on the 9th.

We are putting the Annual Salary Publication notice together to be published in the *Bellevue Leader* next week.

Class "C" Liquor License Renewal notices are in today's edition of the *Bellevue Leader*.

We will be getting a new printer/copier/scanner/fax machine in the next couple of weeks.

I will be attending the all Department head meeting tomorrow, Thursday the 19th.

Day to day tasks, as usual.



CITY OF BELLEVUE FINANCE DEPARTMENT

1500 Wall Street -- Bellevue, NE 68005 -- (402) 293-3000

Bellevue Finance Department Status Report July 23, 2018

ACCOUNTING AND FINANCE

- Treasury management; Deposit confirmations, Researched undocumented cash receipts
- Issued payments for approved expenses
- Payroll downloads / imported into Abila
- Reclass/Transfer expenses between departments; worked extensively with Public works departments
- June Bank Reconciliations
- Adjusted rights to approved used in Abila system
- Retrieved document for and answered YTD financial questions for departments
- Monthly allocations to departments for fuel, fleet and postage, office supplies, janitorial supplies
- Data Entry of Journal Entries for department
- Authorized CDBG reimbursement request
- Researched bills on minute record
- Paid bills online as approved/requested
- Booked miscellaneous receipts into our GL
- Met with several departments to update forecast
- Worked on Quarterly Forecast and Capital Forecast updates/variance explanations
- Processed credit card transactions and reconciled statements
- Verified and booked receipts from PayPort System and Haworth Camping System
- AP Review
- Sales Tax and Lodging Tax monthly analysis and JE

CDBG:

- Held public hearing regarding the draft 2018 Action Plan and proposed allocations and prepare the plan for approval at the July 23rd council meeting.
- Worked with Finance Department to review CDBG forecasting, activity balances, and prepare Purchase Orders.
- Completed HUD quarterly reporting including the Federal Financial Report.
- Met with subrecipients to discuss project status and timelines for expenditure.
- Completed SAM registration with the City of Bellevue DUNS number.

RISK MANAGEMENT:

- Continued processing existing claims and worked to bring open claims towards resolution and closure
- Continued to investigate/accept/deny new claims
- Conferred with nurses, employees, and claims administrator on complex injury claims
- Processed appropriate invoices for payment
- Continued to manage modified duties for restricted employees
- Continued applications for prop/cas insurance renewals
- Began preparation for two employee educational sessions for Wellness program
- Updated employee drivers license list for insurance company and will run MVR's
- Conferred with legal on various liability claims and policies
- Researched safety training programs for employees involved in trenching
- Provided orientation to 2 new employees
- Conferred with administration on SC Museum agreement

Safety Inspector:

- Secured PPE for flood area cleanup
- Random safety checks on Parks throughout the City
- Conducted all duties associated with surplus equipment auction
- Total Gov Deals sales to date: \$272,555.15

Respectfully submitted,

Rich Severson
Finance Director, City of Bellevue



City of Bellevue

Fire Department

211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

Bellevue Fire Department Council Report

Report Date 7/18/2018

A. General Items:

- QA/QI
- Continue CPR Scenarios at our pools
- Meeting with probationary paramedic and medical director Wednesday to discuss progress
- Preparing for shift bids that start August 1
- Continue answering questions on Cellular and Data RFP.
- Working on Fiber language with Public Works and City Legal.
- Working on email outage and ongoing issues from 7/13/2018 outage.
- Working with Fleet maintenance on factory vehicle recalls.

B. Training:

- Continue working with City pool managers on coordinated emergency response to pool emergencies.
- Multi company Fire drills at the training site.

C. Inspections:

- Fire sprinkler plan for Peter Sarpy School.
- Fire alarm test and hydro test of fire sprinkler system for 10018-20 S. 35th PLZ. (Landings)
- Fire alarm test and hydro test of fire sprinkler system for 10102-04 S. 35th PLZ. (Landings)

D. Calls: July 4th through July 17th

Fire — 48
Rescue - 148



City of Bellevue

Fire Department

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E. Ambulance Billing

- No mid-month report.

F. Manpower Report Staffing

Staffing Report from 7/2/2018 through 7/8/2018

Monday	AM	E1, E21	3 Person	
Monday	PM	Full		
Tuesday	AM	Full		
Tuesday	PM	Full		
Wednesday	AM	Full		
Wednesday	PM	Full		
Thursday	AM	E1, E21, E31, E41	3 Person	
Thursday	PM	Full		
Friday	AM	Full		
Friday	PM	E41	3 Person	NO EMS SUP (PM)
Saturday	AM	Full		
Saturday	PM	Full		
Sunday	AM	E21, E31, E41	3 Person	
Sunday	PM	E31	3 Person	

Staffing Report from 7/9/2018 through 7/15/2018

Monday	AM	E41	3 Person	
Monday	PM	Full		





City of Bellevue

Fire Department

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Tuesday	AM	Full	
Tuesday	PM	Full	
Wednesday	AM	E31 3 Person	
Wednesday	PM	E31 3 Person	
Thursday	AM	E1, E21, E31 3 Person	
Thursday	PM	Full	
Friday	AM	E1, E21, E41 3 Person	
Friday	PM	Full	
Saturday	AM	E21, E31, E41 3 Person	
Saturday	PM	E21, E31 3 Person	
Sunday	AM	E21, E41 3 Person	
Sunday	PM	E21, E41 3 Person	



City of Bellevue

Bellevue Public Library

1003 Lincoln Road • Bellevue, Nebraska 68005 • (402) 293-3157

Memo

To: Joe Mangiamelli, City Administrator

From: Julie Dinville, Library Director

Date: 7/10/2018

- Teens participating in the 2018 Summer Library Program for young adults had fun taking part in a tie-dye craft event on Tuesday, July 3. Bringing their own T-shirt, participants used squeeze bottles with various colors to create their shirts out on the library lawn.
- The Adult Department at the library is sponsoring two free Medicare Transition programs for the public on July 11 at 2 p.m. and on July 16 at 6:30 p.m. Laura Weiler, Compass Benefits advisor, will lead the presentations.
- Students from several summer school programs have visited the library recently. Students come once a week from the Pilgrim Lutheran Preschool to enjoy the library and to participate in events. Two classes from Noah's Ark Daycare have participated in LEGO programs and also the Fun for All Storytime. Local daycares have also been participants in the Park and Read Storytime on Mondays at Washington Park.
- Staff have been working on getting ready a new collection of cake pans to check out to the public. The Technical Services and Adult Services departments have been coordinating on this project which the library hopes to have in place before the end of the summer.
- Summer Library Programs have about two weeks remaining as both the Children's and the Young Adult programs end on Saturday, July 21. Youth still have time to participate in several activities, including storytimes, LEGO events, craft events, babysitting training, a cook-off program for teens, and Gamefest. The reading portion of both programs also continue through July 21, with participants able to turn in their logs for prizes.
- Two weeks remain as well for the Library Food Drive for the Bellevue Food Pantry. Young adult volunteers have done a great job in counting and sorting the donations, which have been picked up by volunteers from the Pantry. The drive also concludes on July 21.

Library Director's Report: July 17, 2018

--On Saturday, July 14, children and their families enjoyed visiting with the Pawsitive Reading dogs and their owners at a meet and greet event. Almost the entire group of 10 dogs and their owners were present, spread out at various stations around the library. This was a special event as part of the 2018 children's Summer Library Program.

--The Bellevue Public Library has sold all of its share of the Meet-and-Greet tickets to the Craig Johnson author event on Aug. 17 at the Beardmore Event Center. In addition, the library has handed out all of its free tickets to the main speaking event. The library is currently taking names for a waiting list for the meet-the-author portion. The other four public libraries in Sarpy County continue to distribute tickets.

--Library staff met with Carson Block, library technologist consulting with the Clark Enersen architectural firm, on Monday, July 16, as part of the site feasibility project for the library. Block toured the library, focusing on technology in the various sections of the library and also met with City Communications and Sarpy County IT staff.

--On Tuesday, July 17, the kickoff meeting of the Steering Committee working on the site feasibility project for the library was held with representatives of Clark Enersen and Library Consultant Nancy Bolt and Library Technologist Carson Block. The group laid out steps and goals for the process and set a timetable for major goal accomplishment. The project is to be completed by December 2018 .

Julie Dinville,
Director,
Bellevue Public Library,
1003 Lincoln Road,
Bellevue NE 68005
402-293-3157



City of Bellevue

Office of the Planning Department

To: Mayor Sanders, City Council, and City Administrator Mangiamelli
From: Chris Shewchuk, Planning Director *CMS*
Date: July 18, 2018
Subject: Department comments for Administration Report

Tammi and I met with the property owner and realtor regarding the redevelopment and possible subdivision of the former Summer Kitchen Café property on Cornhusker Road.

I attended the weekly meeting of the Smart Cities Lab Advisory Group.

I attended a meeting regarding implementation of the Offutt Joint Land Use Study.

Tammi and I met with other city staff to discuss proposed changes to the Complete Streets ordinance.

I attended a meeting with Public Works regarding construction of sanitary sewer to serve the area in the vicinity of Cunningham Road.

I attended the quarterly Department Head meeting.

I met with other city staff and the prospective developer regarding the re-use of the gas station at Galvin Road and Harlan Drive.

Tammi attended the Complete Streets Committee meeting.

Tammi is working with the NRD and B-Cycle on the possible installation of two bike share stations in Bellevue.

The Planning Commission meets on July 26; agenda items include Zoning Ordinance text amendments and discussion of proposed changes to the Complete Streets Ordinance.

Discussions are still on-going with Mobilitie regarding the installation of small cell wireless facilities in the city.

INTEROFFICE MEMORANDUM

TO: JOE MANGIAMELLI
FROM: ACTING CHIEF STUKENHOLTZ
SUBJECT: DIRECTORS BRIEF
DATE: 7/17/2018

Assisting with BPOA Union negotiations.

Attended briefing regarding Riverfest.

Participated in Budget Task Force meeting.

Conducting Promotional Assessments for both Captain and Lieutenant positions.

Attended Project Safe Neighborhoods Task Force meeting at Mayor Stotherts Office.

Code Enforcement Stats:

July 9, 2018	July 16, 2018
Calls – 157	262
Notices:	
Zoning – 2	3
Nuisance – 27	64
Clean Ups – 10	0
Tree Removal – 0	0
Certified Notices – 6	9
Officer Initiated – 11	16
Towed Vehicles – 1	1
Red Tags – 6	11



Public Works Director's Report

July 23, 2018

Disclaimer: The following is a synopsis of the department reports submitted weekly to the Public Works Director. This is not an all inclusive list of work details or responsibilities submitted by each department. This list may be altered as unforeseen situations dictate.

Administration: Jeff Roberts

- Comprehensive review of all budgeting, invoicing and revenue reporting and processes (all departments)
- Develop/prioritize conditions assessment for replacement plan (WW)
- Meetings
 - Director meetings 07.12.18, 07.26.18
 - Superintendent meetings 07.24.18, 07.16.18
 - MAPA TTAC 07.20.18

Engineering: Dean Dunn

- American Heroes Park Phase 6 – Design Review
- Various design projects
- Planning and P&I plan review as needed
- SWPPP monitoring for NDEQ compliance as needed
- Meetings
 - FHWA monthly meeting TBD
 - UCC monthly meeting 07.12.18

Parks: Brian Madison

- Working on Work Orders that are submitted
- Tree maintenance in various parks
- Summer Duties

Recreation: Jim Shada

Listed below the total number of Registrations we have taken to date:

- Baseball/Softball - 720
- Spring Training - 94
- Flag Football - 73
- Sports Camp - 65
- Tennis Lessons - 107



City of Bellevue

Public Works Department

1510 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3025

- Track Club - 53
- Swimming Lessons - 375
- Swim League - 24
- Swim Passes - 40
- Total Registration to Date - 1628
- Total Revenue to Date - \$48,196

Flag Football League begins today and runs every Monday through the month of April from 6:00 pm - 7:30 pm at Baldwin Field #1. As in past years Bellevue East High School Coaches and players assists in running this activity.

Street Maintenance: Bobby Riggs

- Various ditch repairs and cleanout
- Grade, rock roads and alleys
- Summer Duties

Waste Water: Epiphany Ramos

- Jetting as weather allows
- Repairing lines found during jetting and TV scheduled inspections as needed
- Lift station inspections on Monday and Thursday
- Update GIS mapping
- Walk all inaccessible lines and inspect all manholes, ongoing
- Working on administrative procedures and expectations.

Fleet Maintenance: Todd Jarosz

BIWEEKLY REPAIRS BY DEPARTMENT		
Report Date: January 08, 2018		
Department	No. of Repairs	No. of Hours
Administration		
Finance		
Human Services	3	18
Public Works		
Parks	8	8
Recreation		
Cemetery		
Streets	10	16
Fleet Maintenance		





City of Bellevue

Public Works Department

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Permits & Inspections		
Police	6	10
Fire	8	43
Wastewater		

Reported hours are taken from work orders submitted for the week. Some work orders may reflect a large amount of hours performed which would mean the unit was in the shop for an extended period of time. Work may be carried over from one week into another.

The number of hours documented on repair tickets does not include the hours it takes for Fleet Maintenance personnel to shuttle cars to and from the shop, to deliver cars to designated locations for out sourced work (i.e. window/windshield replacement, body work, warranty work) and running for parts, etc.

NEXT REPORT 08.13.18