



City of Omaha
Jim Suttle, Mayor

January 10, 2012

RECEIVED
11 DEC 30 PM 1:42
CITY CLERK
OMAHA, NEBRASKA

Public Works Department

Omaha/Douglas Civic Center
1819 Farnam Street, Suite 601
Omaha, Nebraska 68183-0601
(402) 444-5220
Fax (402) 444-5248

Robert G. Stubbe, P.E.
Public Works Director

Honorable President

and Members of the City Council,

Transmitted herewith is a Resolution approving a Task Order Agreement between the City of Omaha and HDR Engineering, Inc. for the 10th Street Bridge Widening, Douglas to Farnam Streets, known as Project MAPA-5103(14), State Control No. 22353 and OPW 50408.

The City Council approved a Program Agreement with the Nebraska Department of Roads (NDOR) for this project by Council Resolution No. 1084 on September 13, 2011; according to which NDOR has agreed to steward the programmed project funds as required by the Federal Highway Administration, which has pledged to cover 80% of the eligible project costs.

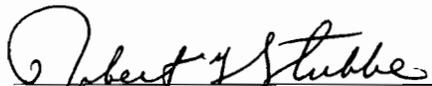
HDR Engineering, Inc. has been selected by the City to provide professional construction engineering services for this project according to the attached Task Order Agreement, for the sum not to exceed \$401,288.43, 80% of which will be paid from federal funds and the City's local share, being \$80,252.00, will be paid from the 2006 Transportation Bond Fund 13182, 2008 Issue Transportation Bond Organization 117113.

HDR Engineering, Inc. has filed the required Annual Contract Compliance Report, Form CC-1, in the Human Rights and Relations Department.

The Public Works Department requests your consideration and approval of the attached Resolution.

Respectfully submitted,

Referred to City Council for Consideration:


Robert G. Stubbe, P.E. 12-27-11
Public Works Director Date


Mayor's Office 12-30-2011
Date

Approved as to Funding:

Approved:


Pam Spaccarotella 12-28-11
Finance Director Date


Human Rights and Relations 12/30/11
Department Date

TASK ORDER AGREEMENT

CITY OF OMAHA
HDR ENGINEERING, INC.
PROJECT NO. MAPA-5103(14)
CONTROL NO. 22353
10TH ST BRIDGE WIDENING, DOUGLAS-FARNAM

THIS AGREEMENT, made and entered into by and between the City of Omaha, hereinafter referred to as the Local Public Agency or LPA, and HDR Engineering, Inc., hereinafter referred to as the "Consultant

WITNESSETH:

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

WHEREAS, LPA's federal-aid project is designated as Project No. MAPA-5103(14), and

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

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

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

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

WHEREAS, the LPA and Consultant intend that this Task Order be completed in accordance with the terms and conditions of the Nebraska LPA Guidelines Manual for Federal Aid Projects; hereinafter referred to as LPA Manual; the LPA Manual is a document approved by the Federal Highway Administration (FHWA) that sets out the requirements for local federal-aid projects to be eligible for federal reimbursement; the LPA Manual can be found in its entirety at the following web address: <http://www.dor.state.ne.us/gov-aff/lpa/lpa-guidelines.pdf>, and

WHEREAS, Consultants primary contact person for LPA will be LPA's representative, who has been designated as being in responsible charge of the project, and who is referred to herein as RC or Responsible Charge.

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

SECTION 1. DEFINITIONS

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

SECTION 2. NOTICE TO PROCEED AND COMPLETION

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

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

SECTION 3. SCOPE OF SERVICES

LPA and Consultant understand that the Services provided by Consultant must be completed in accordance with all federal-aid reimbursement requirements and conditions. LPA and Consultant agree that the Scope of Services for this Task Order will be in two parts. Part one of the Scope of Services is contained within the General Statement set out below. Part two of the Scope of Services is set out on the document attached hereto as Exhibit "E", entitled Scope of Services and Fee Proposal, which is hereby fully incorporated herein and made a part hereof by this reference. Exhibit "E" is the result of the following process:

- (1) LPA provided Consultant with a document describing the detailed proposed Scope of Services for this project
- (2) Consultant made necessary and appropriate proposed additions, deletions, and revisions to LPA's detailed Scope of Services document
- (3) LPA and Consultant together reviewed the proposed Scope of Services, the proposed revisions and negotiated the final detailed Scope of Services and Fee Proposal document, which is attached as Exhibit "E".

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

Consultant and LPA have agreed that Exhibit "E" sets out the Services reasonably necessary and the costs reasonably estimated for Consultant Services to adequately observe, monitor, inspect, measure, manage, document and report so that LPA's project is constructed by the contractor in compliance with the Construction Contract Documents (definition below), the Manuals (definition below), State and Federal law, rule or regulation and policy. The Consultant agrees to provide the services listed on Exhibit "E" for Project No. MAPA-5103(14), Control No. 22353, in Douglas County, Nebraska.

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

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

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

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

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

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

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

SECTION 4. FEES AND PAYMENTS

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

- A. For performance of the professional Services listed on the attached Scope of Services and Fee Proposal for the project covered by this Task Order, the Consultant will be compensated for actual work performed up to a maximum of \$401,288.43. The Consultant's compensation shall not exceed the maximum without prior written approval of the LPA. For the labor work, the Consultant shall be compensated for acceptable costs in accordance with paragraph "D" of the attached Exhibit "F". Compensation for direct non-salary costs will be in accordance with paragraph "E" of the attached Exhibit "F". Progress and final payments will be based on receipted invoices or certified billings and compensation will be in accordance with 48 CFR 31.
- B. Occasionally, the conditions of this Task Order may change. This may be due to a change in scope which may require an adjustment of costs. In order to justify the need to modify this contract, the LPA must first determine that the situation meets the following criteria:
- That the additional work is beyond the scope of services initially negotiated with Consultant; and
 - That the proposed Services are within the scope of the Request for Proposal under which Consultant was selected and contract entered into; and
 - That it is in the best interest of the LPA that the services be performed under this Task Order.

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

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

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

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

SECTION 5. CONSULTANT TEAM MEMBERS

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

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

SECTION 6. GENERAL REQUIREMENTS:

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

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

SECTION 7. OWNERSHIP OF DOCUMENTS:

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

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

State acknowledges that such data may not be appropriate for use on an extension of the work covered by this agreement or on other projects. Any use of the data for any purpose other than that for which it was intended without the opportunity for Consultant to review the data and modify it if necessary for the intended purpose will be at the State's sole risk and without legal exposure or liability to Consultant.

Further, Consultants' time sheets and payroll documents shall be kept in Consultants' files for at least three years after the project acceptance by FHWA.

SECTION 8. PROFESSIONAL PERFORMANCE

The Consultant understands that the LPA will rely on the professional training, experience, performance and ability of the Consultant. Examination by the LPA, State, or FHWA, or acceptance or use of, or acquiescence in the Consultant's work product, will not be considered to be a full and comprehensive examination and will not be considered approval of the Consultant's work product which would relieve the Consultant from liability or expense that would be connected with the Consultant's sole responsibility for the propriety and integrity of the professional work to be accomplished by the Consultant pursuant to this Task Order. The Consultant further understands that acceptance or approval of any of the work of the Consultant by the LPA or concurrence by the State/FHWA or of payment, partial or final, will not constitute a waiver of any rights of the LPA to recover from the Consultant, damages that are caused by the Consultant due to error, omission, or negligence of the Consultant in its work. That further, if due to error, omission, or negligence of the Consultant, the work product of the Consultant is found to be in error or there are omissions therein revealed during or after the construction of the project and revision, reconsideration or reworking of the Consultant's work product is necessary, the Consultant shall make such revisions without expense to the LPA. The Consultant shall respond to the notice of any errors, omissions or negligence within 24 hours and give immediate attention to necessary corrections. If the Consultant discovers errors in its work, it shall notify the LPA of the errors within 24 hours. Failure of the Consultant to notify the LPA will constitute a breach of this Task Order.

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

The LPA has the absolute right to abandon, suspend or terminate the Task Order or to change the general scope of work at any time and such action on its part will in no event be deemed a breach of this Agreement. The LPA will give the Consultant seven days written notice of such change of plan, abandonment, suspension, or termination. Any necessary change in Scope of Services shall follow the Consultant Work Order Process outlined in the Fee and Payment Section above.

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

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

SECTION 10. SECTIONS INCORPORATED BY REFERENCE:

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

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

SECTION 11. RESPONSIBILITY FOR CLAIMS AND LIABILITY (INSURANCE)

The Consultant agrees to save harmless the LPA and State/FHWA from all claims and liability due to the error, omission or negligence of the Consultant or those of the Consultant's agents or employees in the performance of work under this agreement. In this connection, the Consultant shall for the life of this agreement, carry insurance as outlined in Exhibit "C" to this Task Order, the requirements of which are hereby made a part of this agreement.

SECTION 12. LPA CERTIFICATION

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

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

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

SECTION 13. ALL ENCOMPASSED

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

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

KEY EMPLOYEE EMPLOYEE CLASSIFICATION EMPLOYEE NAME

KEY EMPLOYEE	EMPLOYEE CLASSIFICATION	EMPLOYEE NAME	LABOR RATE
X	PR - Principal	Matthew Tondl	\$97.88
X	PM - Project Manager	Hussein Khalil	\$65.50
	PM - Project Manager	Phil Rossbach	\$69.50
	PM - Project Manager	David Meier	\$71.00
	PM - Project Manager	Andy Wiest	\$61.00
	PM - Project Manager	Jennifer Crumbliss	\$56.00
	PE - Professional Engineer	Dusten Olds	\$37.96
	PE - Professional Engineer	Nick Lampe	\$38.76
	PE - Professional Engineer	Ryan Paradis	\$43.58
	PE - Professional Engineer	Larry West	\$39.01
X	PE - Professional Engineer	Dan Volk	\$39.00
	PE - Professional Engineer	Troy Meyer	\$42.45
X	PE - Professional Engineer	Patrick Poepsel	\$62.10
	PE - Professional Engineer	Ticha Rohan	\$34.11
	PE - Professional Engineer	Mark Tuch	\$29.07
	PE - Professional Engineer	Jill Brandt	\$30.80
	EI - Engineer Intern	William Wegner	\$34.97
	EI - Engineer Intern	Justin Anderson	\$34.62
	EI - Engineer Intern	Michael Forsberg	\$29.45
	EI - Engineer Intern	Chad Zimmerman	\$25.72
	EI - Engineer Intern	Matt Rasmussen	\$25.96
	EI - Engineer Intern	John Smith	\$26.87
	Erosion / Sediment Control Inspector	Quinn Damgaard	\$36.89
	Erosion / Sediment Control Inspector	Stacy Gillman	\$25.70
	CAD Tech - CAD Designer/Technician	Ron Alvoid	\$28.95
	CAD Tech - CAD Designer/Technician	Greg Clark	\$29.25
	CAD Tech - CAD Designer/Technician	Dave Lasaitis	\$40.81
	CAD Tech - CAD Designer/Technician	Dave Miner	\$35.40
	CAD Tech - CAD Designer/Technician	Steve Vetter	\$46.80
	CAD Tech - CAD Designer/Technician	Troy Bennett	\$26.30
	CAD Tech - CAD Designer/Technician	Mark Kadlec	\$32.80
	Drafter	Frank Lightell	\$23.70
	Drafter	Leon Golding	\$23.35
	C - Clerical	Mary Ann Duffy	\$17.10
	C - Clerical	Theresa McKinley	\$35.02
X	Insp 1 - Inspector 1	Greg Kizzier	\$32.00
	Insp 1 - Inspector 1	Larry Onnen	\$46.35
	Insp 1 - Inspector 1	Cory Heitman	\$24.00
	Insp 1 - Inspector 1	Michael Wurtle	\$34.05
	Insp 1 - Inspector 1	Mark Kadlec	\$32.80
	Insp 1 - Inspector 1	Rob Mayer	\$32.50

EXHIBIT "C"

INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICE PROVIDERS LPA PROJECTS

Consultant agrees to:

- (1) Make a detailed review of its existing insurance coverage,
- (2) Compare that coverage to the expected scope of the work under this contract,
- (3) Obtain the insurance coverage that it deems necessary to fully protect Consultant from loss associated with the work. Also, Consultant shall have at a minimum the insurance described below:

General Liability –

Limits of at least:

\$ 1,000,000 Per Occurrence

\$ 2,000,000 General Aggregate

\$ 2,000,000 Completed Operations Aggregate (if applicable)

\$ 1,000,000 Personal/Advertising Injury

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

- Policy shall not contain a total or absolute pollution exclusion. Coverage shall be provided for pollution exposures arising from products and completed operations (as per standard CG0001 Pollution Exclusion or equivalent). (If the standard pollution exclusion as provided by CG0001 has been amended, please refer to the following section entitled "Pollution Coverage.")
- **Pollution Coverage –**
- In the event that the standard pollution exclusion as provided by CG0001 has been amended, coverage may be substituted with a separate Pollution Liability policy or a Professional Liability policy that includes pollution coverage in the amount of \$1.0 million per occurrence or claim and \$1.0 million aggregate. If coverage is provided by a "claims made" form, coverage will be maintained for three years after project completion. Any applicable deductible is the responsibility of the Consultant.

Automobile Liability –

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

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

Workers' Compensation –

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

Employer's Liability limits: \$100,000 Each Accident
 \$100,000 Disease – Per Person
 \$500,000 Disease – Policy Limit

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

Professional Liability –

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

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

Electronic Data and Valuable Papers –

Limits of at least: \$100,000 Electronic Data Processing Data and Media
 \$25,000 Valuable Papers

Umbrella/Excess –

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

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

in favor of the LPA shall be provided.

Additional Requirements –

- Any insurance policy shall be written by a reputable insurance company acceptable to the LPA or with a current Best's Insurance Guide Rating of A – and Class VII or better, and authorized to do business in Nebraska.
- Evidence of such insurance coverage in effect shall be provided to the LPA in the form of an Accord certificate of insurance executed by a licensed representative of the participating insurer(s).
- For so long as insurance coverage is required under this agreement, the Consultant shall have a duty to notify the LPA and the State of Nebraska Department of Roads (State) when the Consultant knows, or has reason to believe, that any insurance coverage required under this agreement will lapse, or may be canceled or terminated. The Consultant must forward any pertinent notice of cancelation or termination to the LPA and to the State by mail (return receipt requested), hand-delivery or facsimile transmission within 2 business days of receipt by Consultant of any such notice from an insurance carrier. Copies of notices received by the Consultant shall be sent to the LPA, in care of the LPA's Responsible Charge and to the State at the following address:

Nebraska Department of Roads
Construction Division – Insurance Section
1500 Highway 2, P. O. Box 94759
Lincoln, NE 68509-4759
Facsimile No. 402-479-4854
- Failure of the owner or any other party to review, approve, and/or reject a certificate of insurance in whole or in part does not waive the requirements of this agreement.
- The Limits of Coverage's set forth in this document are suggested minimum limits of coverage. The suggested limits of coverage shall not be construed to be a limitation of the liability on the part of the consultant or any of its subconsultants/tier subconsultants. The carrying of insurance described shall in no way be interpreted as relieving the consultant, subconsultant, or tier subconsultant of any responsibility of liability under the contract.
- If there is a discrepancy of coverage between this document and any other insurance specification for this project, the greater limit or coverage requirement shall prevail.

DEFINITIONS

EXHIBIT "D"

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

"CONSULTANT" means HDR Engineering, Inc. and any employees thereof, whose business and mailing address is 8404 Indian Hills Drive, Omaha, NE 68114, and

"SUBCONSULTANT/SUBCONTRACTOR" means the firm of Thiele Geotech, Inc., whose business and mailing address is 13478 Chandler Road, Omaha, NE 68138.

"LPA" for this agreement LPA means the City of Omaha, Nebraska. In this agreement, LPA may also refer generally to a Local Public Agency. Local Public Agencies include, but are not necessarily limited to; Nebraska Cities, Villages, Counties, Political Subdivisions, Native American Tribes, and other entities or organizations found to be eligible sub recipients of federal funds for transportation projects, and

"LPA MANUAL" shall mean the Nebraska Department of Roads' LPA Guidelines Manual for Federal-Aid Projects, and

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

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

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

"DOT" means the United States Department of Transportation,

Washington, D.C. 20590, acting through its authorized representatives.

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

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

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

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

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

CONSTRUCTION ENGINEERING SERVICES
City Of Omaha, Public Works Department
NDOR Project No. MAPA-5013(14), CN 22353
10th Street Bridge Between Douglas and Farnam Streets

SCOPE OF SERVICES

1. INTRODUCTION

The following Scope of Services and cost proposal provides for Construction Engineering Services for the 10th Street Bridge Between Douglas and Farnam Streets. The following tasks are included; mobilization, preconstruction conference, coordination, construction inspection, final documents, project administration, and materials testing.

2. PROJECT DESCRIPTION

This bridge reconstruction project will widen the existing structure (Structure No. U1825Q5510) on 10th Street between Farnam and Douglas Streets in downtown Omaha, Douglas County, Nebraska. The new structure will match the wider lane and roadway widths on 10th Street both north and south of the existing structure and provide additional left-turn lanes on 10th Street at both the Farnam Street and Douglas Street intersections.

North and south of the existing bridge structure, 10th Street is a 58-foot wide back of curb to back of curb section. The four driving lanes on the bridge total 40 feet in width. On the east side of the existing bridge, a sidewalk runs the length of the bridge. On the west side of the bridge, a sidewalk runs along the street for approximately 120 feet and then transitions to the lower level of Gene Leahy Mall via stairs. Total width of the existing structure, including four travel lanes and sidewalks, is 55 feet. The total length of the structure is 178 feet from abutment to abutment.

Proposed improvements to the bridge consist of widening the existing structure to accommodate a southbound-to-eastbound left-turn lane at Farnam Street and widening existing driving lanes to a standard width of 11 feet. The widening of the bridge will also allow for changes in pavement markings to provide a northbound-to-westbound left-turn lane at Farnam Street and dual southbound-to-eastbound left-turn lanes at Douglas Street to reduce blocking of the through lane(s) by left-turning vehicles. Sidewalks on both sides of the bridge will also be widened and made continuous along the length of the bridge. The total width of the proposed structure, including travel lanes and sidewalks, will be a maximum of 77 feet. Overall length of the bridge will remain unchanged.

The construction of the project includes, but is not limited to, bridge widening, electrical modifications and relocations, roadway and curb modifications, brick paving, a hydraulic trash lift, construction of steel and concrete staircases, decorative hand railing, new traffic signal, a new ADA pedestrian path, and ornamental roadway lighting.

3. MAJOR ASSUMPTIONS

During the preparation of this proposal, certain assumptions have been made to help define work tasks, level of effort, and other project activities. Major assumptions are as follows:

- A. Inspection procedures will be based on Nebraska Department of Roads criteria, particularly the 2007 Standard Specifications for Highway Construction including Supplemental Specifications, Special Provisions, the Nebraska Department of Roads Construction Manual, and the NDOR Materials Testing Guide.
- B. The precast concrete posts will be accepted based on a letter of certification from the fabricator. However, a nominal effort will be included in HDR's scope to visit the precast yard where the posts are being fabricated to verify that the NDOR required testing and procedures are being followed. It is further assumed that the fabrication would be done in the close proximity to city of Omaha or Lincoln.
- C. The consultant will provide a geotechnical engineer to be present at the site for the purposes of the installation of the test piles at the abutments, the witnessing of the testing for the test piles, and be present for the installation of one production pile for each abutment and Pier. It is anticipated that duration of 14 days (5 days at each support) at an average of 9 hours per day will be required to observe this work.
- D. The Consultant will provide personnel for construction inspection, geotechnical monitoring, materials testing (Thiele as a sub to HDR), environmental commitment monitoring, preparation of final documents and project administration.
- E. It is assumed that the Contractor will initiate construction on December 5, 2011 and complete construction no later than December 3, 2012 which allows the contractor 364 calendar days to complete the project and do not account for delays due to weather which do count against the calendar day count. Consultant staffing for field personnel is based on the assumed construction schedule included with the fee proposal. It is assumed that the Contractor will continue with his operations through the winters of 2011. Furthermore, it is assumed that field inspection days will not exceed 247 days and hours account for minimal field presence during the July month required shutdown during the College World Series. Deviations from this schedule including time extensions, multiple efforts by the Contractor, etc. will be documented as additional services for use in the preparation of a supplemental agreement should it appear that actual costs will exceed the maximum limiting amount as set forth in the agreement.
- F. Shop drawing review, girder shim calculations, review contractor's RFI's and construction consultation is not included in this scope. Rather, the city has contracted with HNTB, the engineer of records, and BVH for these types of services.
- G. Construction staking and surveying are a contract bid item and will be performed by the contractor. The inspector is to perform quality checks to verify construction staking is being performed in accordance with the construction documents.

H. Inspection of the steel girders at the steel fabrication is not a part of this scope.

4. CONSTRUCTION ENGINEERING SERVICES

The following is a detailed description of the Construction Engineering Services to be performed as a part of this agreement.

A. PRECONSTRUCTION SERVICES

- 1) Mobilization - Assign appropriate personnel to the project. Review construction plans, specifications, and special provisions. Coordinate preconstruction conference so that all utilities and other parties involved with the project will have an opportunity to be represented. Prepare field books and other construction documentation items.
- 2) Preconstruction Conference - Conduct the preconstruction conference and prepare minutes of the meeting for dissemination to all parties attending.
- 3) Coordination - Coordinate engineering services with Contractor's schedule, HNTB and BVH (city's consultants for design), utility relocations, the city and the State.

B. FIELD SERVICES

- 1) Field Inspection - Provide project manager, field representative, and technicians as required by an assumed Contractor's schedule. The project manager and field representative will conduct weekly meetings with the Contractor, the State Representative, City of Omaha Representative, utilities involved with current construction activities, and other concerned parties. Minutes of these meetings will be prepared and disseminated to all parties attending.
- 2) Final Documents - Conduct final inspection of the project with representatives of the State, the City of Omaha, and the Contractor. Upon final acceptance of the project by the State and the City of Omaha, prepare final documents and as built drawings.

C. PROJECT ADMINISTRATION

Provide overall project management including monthly reports and subconsultant administration. Monitor project progress and assign appropriate personnel to match the Contractor's schedule. Assist the State with processing the Contractor's pay estimate, and weekly reports. Provide assistance for clarification of Plans and Specifications so that the Contractor is in conformance with the contract documents.

5. DESIGN COORDINATION SERVICES

- A. Coordination with steel fabrication inspector.
- B. Coordinate all submittals with HNTB and BVH.
- C. Consult with HNTB and BVH on as needed basis.

**Material Testing – Scope of Services
10th Street Viaduct, Farnam to Dodge Street
MAPA 5013 (14), CN 22353
Omaha, Nebraska
August 24, 2011**

Thiele Geotech, Inc. is pleased to submit our scope for material testing services for the 10th Street Viaduct. The following sections detail our proposed scope of services.

SCOPE OF SERVICES

Material testing on this project will consist of the following services:

1. Micropile installation observation and testing
2. Compaction tests on structural fill and backfill
3. Compaction tests on sidewalk and pavement subgrades
4. Test concrete materials and make cylinders, including NDOR concrete batch plant control
5. Appurtenant laboratory tests on soil, concrete, and aggregates
6. IBC special inspections on foundations, and reinforcing steel
7. Engineering consultation, reports, project management, and Site Manager data entry

Test procedures and requirements will be as set forth in the plans and specifications. The frequency and locations of tests will be in accordance with the contract documents or as directed by the Architect/Engineer or field representative. Testing will be conducted on an "on-call" basis.

THIELE GEOTECH, INC.

By: _____

Robert. E. Matlock

13478 Chandler Road

Omaha, Nebraska 68138-3716

402/556-2171 Fax 402/556-7831

SOSICE for CE prepared by the CE Firm
 PROJECT NAME - 10th Street Bridge, Omaha
 PROJECT NO. MAPA-5013(14) CN 22353
 MANHOURLY AND FEE ESTIMATE
 CONSTRUCTION ENGINEERING / INSPECTION

percent of day Insp. 1 performing inspection 92%
 Working Days 2470
 Hours 2272
 Weeks 49.4
 Months 12.35
 Hours/day 10

Meetings		Insp. 1		Insp. 2		Insp. 3		Insp. 4		RC	
PM	PE 1	PE 2	El	Insp. 1	Insp. 2	Insp. 3	Insp. 4	RC	RC	RC	RC
128	4										

Project Management:
 Meetings: Precon (_ hr), public (_ M), progress (_ hr)
 Traffic Control Plan: CE to develop a traffic control plan, the plan will be sealed by a PE and forwarded to the RC
 Environmental Commitment
 Construction Survey/Staking: See Attached
 Shop Drawing Review:
 Construction Consultation:
 Construction Inspection: See below
 Perform Material Sampling and Testing: See Attached
 Record Drawings: CE Provide RC with As-built plans
 Project closure: CE Assemble and deliver construction records to RC
 Final Inspection: PE/CE Walk through inspection and preparation of a punch list (_ hr meetings)
 As-Built Drawings: See Attached

The Construction Engineer is required to create a checklist to show compliance with all environmental commitments for the project. A Compliance Inspection Report will be conducted by NDOR personnel to ensure the project is in compliance with all applicable environmental commitments. (checklist No. 12-29)

Construction Inspection
 Conduct wage rate interviews
 Maintain project field diaries, files and records in Site Manager
 Monitor the performance of the work in conformance with the plans and specifications
 Monitor construction activities for compliance with NEPA Permitting (Wetlands, 404, Flood Plan, NPDES, SWPP, etc.)
 Review work zone traffic control devices daily to include weekly nighttime visual reflectivity checks
 Collect and file all delivery tickets and material certifications
 Verify the suitability and acceptance of the material incorporated in the work
 Perform material sampling and testing in accordance with the NDOR Material Sampling Guide
 Measure and calculate quantities of pay items
 Prepare a weekly report of working day report
 Review change order or time extension request and forward to RC
 Communicate and coordinate plan revisions and change orders with the Designer
 Prepare as-built plans
 The work is completed in accordance with the Nebraska Department of Roads Construction Manual
 Prepare a Related checked out list
 Renew Contractor Pay Request and submit to RC
 Review critical path schedule prepared by the Contractor for appropriateness
 On bridge projects the inspector will take periodic survey shots with the assistance of one of the Contractor crew
 Mark pavement renewals
 Locate permanent pavement markings

Travel from HDR to 10th Street
 .8 Distance traveled to site, miles
 0.23 Travel time to site in hours (_ mph)

Travel from
 .8 Distance traveled to site, miles
 Travel time to site in hours (_ mph)

PR Trips	PM Trips	PE 1 Trips	PE 2 Trips	El Trips	Insp 1 Trips	Insp 2 Trips	Insp 3 Trips	Insp 4 Trips	RC Trips
0	0	0	0	0	0	0	0	0	0

PR Miles	PM Miles	PE 1 Miles	PE 2 Miles	El Miles	Insp 1 Miles	Insp 2 Miles	Insp 3 Miles	Insp 4 Miles	RC Miles
0	0	0	0	0	0	0	0	0	0

PR Time Hours	PM Time Hours	PE 1 Time Hours	PE 2 Time Hours	El Time Hours	Insp 1 Time Hours	Insp 2 Time Hours	Insp 3 Time Hours	Insp 4 Time Hours	RC Time Hours
0	0	0	0	0	0	0	0	0	0

PR Time Hours	PM Time Hours	PE 1 Time Hours	PE 2 Time Hours	El Time Hours	Insp 1 Time Hours	Insp 2 Time Hours	Insp 3 Time Hours	Insp 4 Time Hours	RC Time Hours
0	0	0	0	0	0	0	0	0	0

PR Time Hours	PM Time Hours	PE 1 Time Hours	PE 2 Time Hours	El Time Hours	Insp 1 Time Hours	Insp 2 Time Hours	Insp 3 Time Hours	Insp 4 Time Hours	RC Time Hours
0	0	0	0	0	0	0	0	0	0

PR Time Hours	PM Time Hours	PE 1 Time Hours	PE 2 Time Hours	El Time Hours	Insp 1 Time Hours	Insp 2 Time Hours	Insp 3 Time Hours	Insp 4 Time Hours	RC Time Hours
0	0	0	0	0	0	0	0	0	0

PR Time Hours	PM Time Hours	PE 1 Time Hours	PE 2 Time Hours	El Time Hours	Insp 1 Time Hours	Insp 2 Time Hours	Insp 3 Time Hours	Insp 4 Time Hours	RC Time Hours
0	0	0	0	0	0	0	0	0	0

PR Time Hours	PM Time Hours	PE 1 Time Hours	PE 2 Time Hours	El Time Hours	Insp 1 Time Hours	Insp 2 Time Hours	Insp 3 Time Hours	Insp 4 Time Hours	RC Time Hours
0	0	0	0	0	0	0	0	0	0

PR Time Hours	PM Time Hours	PE 1 Time Hours	PE 2 Time Hours	El Time Hours	Insp 1 Time Hours	Insp 2 Time Hours	Insp 3 Time Hours	Insp 4 Time Hours	RC Time Hours
0	0	0	0	0	0	0	0	0	0

PR Time Hours	PM Time Hours	PE 1 Time Hours	PE 2 Time Hours	El Time Hours	Insp 1 Time Hours	Insp 2 Time Hours	Insp 3 Time Hours	Insp 4 Time Hours	RC Time Hours
0	0	0	0	0	0	0	0	0	0

PR Time Hours	PM Time Hours	PE 1 Time Hours	PE 2 Time Hours	El Time Hours	Insp 1 Time Hours	Insp 2 Time Hours	Insp 3 Time Hours	Insp 4 Time Hours	RC Time Hours
0	0	0	0	0	0	0	0	0	0

PR Time Hours	PM Time Hours	PE 1 Time Hours	PE 2 Time Hours	El Time Hours	Insp 1 Time Hours	Insp 2 Time Hours	Insp 3 Time Hours	Insp 4 Time Hours	RC Time Hours
0	0	0	0	0	0	0	0	0	0

PR Time Hours	PM Time Hours	PE 1 Time Hours	PE 2 Time Hours	El Time Hours	Insp 1 Time Hours	Insp 2 Time Hours	Insp 3 Time Hours	Insp 4 Time Hours	RC Time Hours
0	0	0	0	0	0	0	0	0	0

PR Time Hours	PM Time Hours	PE 1 Time Hours	PE 2 Time Hours	El Time Hours	Insp 1 Time Hours	Insp 2 Time Hours	Insp 3 Time Hours	Insp 4 Time Hours	RC Time Hours
0	0	0	0	0	0	0	0	0	0

PR Time Hours	PM Time Hours	PE 1 Time Hours	PE 2 Time Hours	El Time Hours	Insp 1 Time Hours	Insp 2 Time Hours	Insp 3 Time Hours	Insp 4 Time Hours	RC Time Hours
0	0	0	0	0	0	0	0	0	0

PR Time Hours	PM Time Hours	PE 1 Time Hours	PE 2 Time Hours	El Time Hours	Insp 1 Time Hours	Insp 2 Time Hours	Insp 3 Time Hours	Insp 4 Time Hours	RC Time Hours
0	0	0	0	0	0	0	0	0	0

PR Time Hours	PM Time Hours	PE 1 Time Hours	PE 2 Time Hours	El Time Hours	Insp 1 Time Hours	Insp 2 Time Hours	Insp 3 Time Hours	Insp 4 Time Hours	RC Time Hours
0	0	0	0	0	0	0	0	0	0

PR Time Hours	PM Time Hours	PE 1 Time Hours	PE 2 Time Hours	El Time Hours	Insp 1 Time Hours	Insp 2 Time Hours	Insp 3 Time Hours	Insp 4 Time Hours	RC Time Hours
0	0	0	0	0	0	0	0	0	0

PR Time Hours	PM Time Hours	PE 1 Time Hours	PE 2 Time Hours	El Time Hours	Insp 1 Time Hours	Insp 2 Time Hours	Insp 3 Time Hours	Insp 4 Time Hours	RC Time Hours
0	0	0	0	0	0	0	0	0	0

PR Time Hours	PM Time Hours	PE 1 Time Hours	PE 2 Time Hours	El Time Hours	Insp 1 Time Hours	Insp 2 Time Hours	Insp 3 Time Hours	Insp 4 Time Hours	RC Time Hours
0	0	0	0	0	0	0	0	0	0

Task	Task Description	PR	PM	PE 1	PE 2	El	CAD Tech	Drafter	Insp. 1	Insp. 2	Plant Test Insp. 2	Environ Insp. 1	Clerical	Survey Chief	Survey Crew 1	Survey Crew 2	RC	Total
1	SOSICE CE	12																0
2	Project Management		146															146
3	Meetings		128	4	0			128	0	0	0	0						132
4	Project Review and preparation		16	4	0													20
5	SWPP Manual/Environmental Commitment			4														4
6	Traffic Control Plan			78	24								2					102
7	Construction Survey/Staking			2	24													26
8	Shop Drawing Review																	0
9	Construction Consultation																	0
10	Construction Inspection							2037										2037
11	Site Manager and Working Day Report							365										365
12	Pay Estimates							32										32
13	Perform Material Sampling and Testing							80										80
14	Record Drawings							40										40
15	Project Closure							16										16
16	Final Inspection/Trails																	24
17	Travel time																	2922
																		3288
																		3288

Hours/day on site performing inspection
 Time minus travel 12 366 154 48 0 0 0 0 2718 0 0 0 0 2 0 0 0 0 3300
 0 1 1 0 0 0 0 0 11 0 0 0 0 0 0 0 0 0 11

Inspection Hours/day
 Amount
 \$ 1,174.56
 \$ 23,975.00
 \$ 9,963.40
 \$ 1,661.76
 \$ -
 \$ -
 \$ -
 \$ -
 \$ 86,976.00
 \$ -
 \$ -
 \$ -
 \$ -
 \$ 34.20
 \$ -
 \$ -
 \$ -
 \$ -
 \$ -
 \$ 123,382.92
 \$ 517.71
 \$ 201,163.51
 \$ 325,064.15

Category
 PR - Principal
 PM - Project Manager
 PE 1 - Professional Engineer
 PE 2 - Professional Engineer
 El - Engineer Intern
 CAD Tech
 Drafter
 Insp 1 - Inspector 1
 Insp 2 - Inspector 2 (AC/INDOR Certified) Field
 Insp 3 - Inspector 3 (AC/INDOR Certified) Plant Inspector
 C - Clerical
 Survey Crew 1
 Survey Crew 2
 RC Responsible Charge

Category	Rates	Hours	Rate	Amount
PR - Principal	\$ 97.88	12	\$97.88	\$ 1,174.56
PM - Project Manager	\$ 65.50	366	\$65.50	\$ 23,975.00
PE 1 - Professional Engineer	\$ 62.10	154	\$62.10	\$ 9,963.40
PE 2 - Professional Engineer	\$ 34.62	48	\$34.62	\$ 1,661.76
El - Engineer Intern	\$ 30.00	0	\$30.00	\$ -
CAD Tech	\$ 30.00	0	\$30.00	\$ -
Drafter	\$ 32.00	0	\$32.00	\$ -
Insp 1 - Inspector 1	\$ 32.00	2718	\$32.00	\$ 86,976.00
Insp 2 - Inspector 2 (AC/INDOR Certified) Field	\$ 32.00	0	\$32.00	\$ -
Insp 3 - Inspector 3 (AC/INDOR Certified) Plant Inspector	\$ 32.00	0	\$32.00	\$ -
C - Clerical	\$ 17.10	2	\$17.10	\$ 34.20
Survey Crew 1	\$ 0.00	0	\$0.00	\$ -
Survey Crew 2	\$ 0.00	0	\$0.00	\$ -
RC Responsible Charge	\$ 0.00	0	\$0.00	\$ -
Total Direct labor		3300		\$ 123,382.92
Facilities Cost of Capital			0.4196%	\$ 517.71
OVERHEAD			163.04%	\$ 201,163.51
TOTAL LABOR AND OVERHEAD				\$ 325,064.15

Category	Quantity	Unit	Rate	Amount
Mileage: Survey Vehicle	1520	mi	\$0.555/mi	\$843.60
Construction Staking Materials	6500	ft	\$4.00/ft	\$26,000.00
Photocopier Rental	1000	copies	\$0.10/copy	\$100.00
Lodging & Meals		days	\$9.50/day	\$0.00
Printer: 24 x 36 Sheets (Reproducible Paper)		copies	\$3.00/copy	\$0.00
Field Supplies	12	Months	\$50.00/Month	\$600.00
TOTAL DIRECT PROJECT EXPENSES				\$6,183.60

Category	Quantity	Unit	Rate	Amount
SUBCONSULTANTS				\$28,595.00
Testing Lab				\$28,595.00
TOTAL LABOR AND OVERHEAD				\$325,064.15
FIXED FEE PERCENT				\$41,445.88
DIRECT PROJECT EXPENSES				\$6,183.60
SUBCONSULTANTS				\$28,595.00
TOTAL FEE				\$401,288.43

Category	Quantity	Unit	Rate	Amount
PR Trips	0			\$0.00
PM Trips	0			\$0.00
PE 1 Trips	0			\$0.00
PE 2 Trips	0			\$0.00
El Trips	0			\$0.00
Insp 1 Trips	0			\$0.00
Insp 2 Trips	0			\$0.00
Insp 3 Trips	0			\$0.00
Insp 4 Trips	0			\$0.00
RC Trips	0			\$0.00
PR Miles	0			\$0.00
PM Miles	0			\$0.00
PE 1 Miles	0			\$0.00
PE 2 Miles	0			\$0.00
El Miles	0			\$0.00
Insp 1 Miles	0			\$0.00
Insp 2 Miles	0			\$0.00
Insp 3 Miles	0			\$0.00
Insp 4 Miles	0			\$0.00
RC Miles	0			\$0.00
PR Time Hours	0			\$0.00
PM Time Hours	0			\$0.00
PE 1 Time Hours	0			\$0.00
PE 2 Time Hours	0			\$0.00
El Time Hours	0			

COST ESTIMATE

City of Omaha Public Works Department NDOR Project MAPA-5013(14) C.N. 22353 10th St. Bridge

Description	Estimated Quantity	Unit Rate	Estimated Cost
Structural Reinforced Foundation Concrete			
Level III Technician Batch Plant Inspection (/hr.)	56.0	\$60.00	\$3,360.00
Trip Charge - Zone 1 (/trip)	28.0	\$50.00	\$1,400.00
Concrete Test Set (slump/air/temp/cast 4-4"x8" OR 3-6"x12" cyl)	28.0	\$70.00	\$1,960.00
Compressive Strength of Cylinder (ea.)	112.0	\$15.00	\$1,680.00
Trip Charge - Zone 1 (/trip)	35.0	\$50.00	\$1,750.00
Micropile Grout			
Cast Mortar Cubes (set of 3) (/set)	8.0	\$70.00	\$560.00
Compressive Strength of Cube (ea.)	24.0	\$22.00	\$528.00
Trip Charge - Zone 1 (/trip)	12.0	\$50.00	\$600.00
Structural Approach and Deck Slabs and Reinforced Walks			
Level III Technician Batch Plant Inspection (/hr.)	16.0	\$60.00	\$960.00
Trip Charge - Zone 1 (/trip)	8.0	\$50.00	\$400.00
Concrete Test Set (slump/air/temp/cast 4-4"x8" OR 3-6"x12" cyl)	12.0	\$70.00	\$840.00
Compressive Strength of Cylinder (ea.)	48.0	\$15.00	\$720.00
Trip Charge - Zone 1 (/trip)	12.0	\$50.00	\$600.00
Sidewalks and Ramps			
Level III Technician Batch Plant Inspection (/hr.)	8.0	\$60.00	\$480.00
Trip Charge - Zone 1 (/trip)	4.0	\$50.00	\$200.00
Concrete Test Set (slump/air/temp/cast 4-4"x8" OR 3-6"x12" cyl)	8.0	\$70.00	\$560.00
Compressive Strength of Cylinder (ea.)	32.0	\$15.00	\$480.00
Trip Charge - Zone 1 (/trip)	12.0	\$50.00	\$600.00
Storm Sewer			
Compaction Test (ea.)	10.0	\$30.00	\$300.00
Trip Charge - Zone 1 (/trip)	4.0	\$50.00	\$200.00
Subgrade, Subbase and Wall Backfill			
Compaction Test (ea.)	28.0	\$30.00	\$840.00
Trip Charge - Zone 1 (/trip)	14.0	\$50.00	\$700.00
Flowable Fill			
Cast Grout Prisms (set of 4) (/set)	4	\$70.00	\$280.00
Compressive Strength of Grout Prism (ea.)	16	\$22.00	\$352.00
Trip Charge - Zone 1 (/trip)	6	\$50.00	\$300.00
Miscellaneous			
Senior Engineer (/hr.)	25	\$140.00	\$3,500.00
Standard Proctor (ea.)	4	\$150.00	\$600.00
Atterberg Limits (/set)	1	\$90.00	\$90.00
Aggregate Quality Tests (ea.) (NDOR Concrete)	1	\$585.00	\$585.00
Sieve Analysis of Aggregate (ea.)	8	\$70.00	\$560.00
Subtotal			\$25,995.00
Contingency @ 10% of Subtotal			\$2,600.00
Total			\$28,595.00

FEES AND PAYMENTS

EXHIBIT "F"

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

- A. For performance of the work as outlined in this Task Order, the consultant will be compensated for actual work performed up to a maximum of \$401,288.43. The Consultant's compensation shall not exceed this maximum without prior written approval of the LPA. For the labor work, the Consultant shall be compensated for acceptable costs in accordance with paragraph "D" of this section. Compensation for direct non-salary costs will be in accordance with paragraph "E" of this section.
- B. The Consultant shall not receive reimbursement for any costs incurred by the Consultant prior to the Notice-to-Proceed date or after the completion deadline date stated in the Task Order with the LPA.
- C. Progress and final payments will be based on receipted invoices or certified billings and compensation will be in accordance with 48 CFR 31. Final payment will be based on an audit to be performed by the State at the conclusion of the work.
- D. Acceptable Costs: Under this Task Order, the acceptable costs will consist of the wages, overhead costs, and a Fee for Profit for employees' time they are working directly on the project.
 - (1) Wages are defined as the actual hours an employee works directly on the project multiplied by the established labor rates, as shown on Exhibit "B"
 - (a) Time records: The hours charged to the project must be supported by adequate time distribution records. The records must clearly indicate the distribution of hours to all activities on a daily basis for the entire pay period, and there must be a system in place to ensure that time charged to each activity is accurate.
 - (b) Hourly Rates: The hourly rates to be used in this Task Order shall be the rates set out in Exhibit "B".
 - (c) Annual adjustments: The hourly rates and personnel list for this Task Order may be reviewed and adjusted annually beginning one (1) year after full execution of the Master Agreement. Adjustment to the hourly rates and personnel list will be accomplished by a supplemental agreement to the Master Agreement. These adjusted rates and personnel lists shall be used for future Task Orders

but shall not be used to amend previously executed Task Orders.

- (2) Overhead Costs: include indirect salary costs, indirect non-salary costs, and direct salary additives that are allowable in accordance with 48 CFR 31. Overhead costs are to be allocated to the project as a percentage of direct labor costs (wages). The Consultant will be allowed to charge the project using its actual allowable overhead rate for the year the project labor was incurred. Overhead rate increases which occur during the project period will not be cause for an increase in the maximum amount established in paragraph A of this Exhibit. When an audit is performed by the State at the completion of the work, the actual allowable overhead rate for the year the project labor was incurred will be applied to the direct labor costs (wages) for that year. If a particular year's actual overhead has not yet been computed or approved by the State, the most recent years' accepted rate will be applied. The audit may result in additional funds due the Consultant or a cost due from the Consultant to the State.
- (3) Fee for Profit is calculated by multiplying the sum of the wages and overhead costs billed by the negotiated fee for profit rate of "12.75%". The consultant will be paid a "fee for profit" for only the services completed at the time the services are fulfilled.

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

A non-salary cost cannot be charged as a direct cost and also be included in the Consultant's overhead rate. If, for reasons of practicality, the consultant is treating a direct non-salary cost category, in its entirety, as an overhead cost, then costs from that category are not eligible to be billed to this project as a direct expense.

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

- (a) The reimbursement for vehicle mileage associated with the use of company owned vehicles shall be the prevailing standard rate as established by the Internal Revenue Service (IRS) through its Revenue Procedures. For vehicle mileage associated with the use of a privately owned vehicle (POV), reimbursement 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 Fare will be actual reasonable cost giving the State all discounts.
- (c) The reimbursement for meal and lodging rates shall be 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 Consultant and its employees to be eligible for the meal allowance, the following criteria must be met.

Breakfast:

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

Lunch:

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

Dinner:

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

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

The Consultant shall note the actual lodging and meal costs in a daily diary, expense report, or on the individual's time report along with the

time of departure to the project and time of return to the headquarters town. The total daily meal costs must not exceed the rate indicated in (c) above. When requested by LPA or State, the Consultant will provide a copy of the meal receipts.

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

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

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

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

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

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

agrees to reimburse the State for any overpayments discovered by the State or its authorized representative.

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

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

Consultant Work Order (Local Projects)

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

All parties agree the following described work needs to be performed by the consultant as part of the referenced project. All parties concur and hereby give notice to proceed based on the following: justification to modify contract, scope of services, deliverables, schedule, and estimated total fee. All other terms of existing agreements between the parties are still in effect. It is understood by all parties that the work described herein will become part of a future supplement to the agreement indicated above.

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

Work Title	Summary of Fee	
	A. Total Direct Labor Cost	=
	B. Overhead (Factor * x A)	=
	C. A + B	=
	D. Profit/Fee (Factor ** x C)	=
*Overhead Factor: %	E. Direct Non-Labor Cost	=
**Profit/Fee Factor: %	F. Subconsultant Services	=
Total Fee Notes:	TOTAL FEE: C + D + E + F	=
	<input type="checkbox"/> ESTIMATED TOTAL FEE:	
	<input type="checkbox"/> FINAL TOTAL FEE:	

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

Consultant:

Name Signature Date

LPA:

Name Signature Date

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

Name Signature Date

FHWA:

Name Signature Date

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

Notice to Proceed Date:

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

DR Form 250, October 2010

Exhibit "G"

HDR Staffing Plan

X	PR - Principal	Matthew Tondl
X	PM - Project Manager	Hussein Khalil
	PM - Project Manager (alternate)	Phil Rossbach
	PE - Professional Engineer	Larry West
	PE - Professional Engineer	Dan Volk
	PE - Professional Engineer	Patrick Poepsel
X	PE - Professional Engineer	Mark Tuch
X	EI - Engineer Intern	Justin Anderson
	EI - Engineer Intern	Chad Zimmerman
X	Erosion / Sediment Control Inspector	Melissa Marinovich
	CAD Tech - CAD Designer/Technician	Mark Kadlec
X	Insp 1 - Inspector 1	Greg Kizzier
	Insp 1 - Inspector 1	Cory Heitman

X = Primary employees assigned to the project.

Others listed will be used on as needed basis as determined by the Project Manager, Hussein Khalil.

EXHIBIT H
Thiele Geotech, Inc.
Staffing Plan

PROJECT TEAM

POSITION	CODE	NAME	FIRM
Principal	PR1	Bob Matlock, P.E.	Thiele Geotech, Inc.
Project Engineer	SE	Everett Owen, PE	Thiele Geotech, Inc.
Engineering Intern	EI	Josh Kankovsky	Thiele Geotech, Inc.
Senior Engineering Technician	TechSr	Corey Hanel	Thiele Geotech, Inc.
CADD Designer/Technician	CAD	Mark Stavneak	Thiele Geotech, Inc.
Plant Control or field testing	Tech III	Steve Shaw	Thiele Geotech, Inc.
	Tech III	Allen Krabbenhoft	Thiele Geotech, Inc.
	Tech III	Allen Tellinghuesin	Thiele Geotech, Inc.
	Tech III	Jeff Warren	Thiele Geotech, Inc.
	Tech III	Ray Brock	Thiele Geotech, Inc.
	Tech III	Troy Ledger	Thiele Geotech, Inc.
	Tech III	Kieth Kalbach	Thiele Geotech, Inc.
Field Testing Soils and Concrete	Tech II	Jeff Warren	Thiele Geotech, Inc.
	Tech II	Chris Chadwell	Thiele Geotech, Inc.
	Tech II	Brandon Scott	Thiele Geotech, Inc.
	Tech II	James Beutler	Thiele Geotech, Inc.
	Tech II	J.P. Beutler	Thiele Geotech, Inc.
	Tech II	Andy Thiele	Thiele Geotech, Inc.
Clerical	C	Kelli Maas	Thiele Geotech, Inc.