

City Council Regular Meeting
Monday, June 3, 2019 7:00 PM
Council Chambers
1369 25 Avenue
Columbus, NE 68601

{{Name: Agenda Item Name}}

{{Rationale: Agenda Item Rationale}} {{AgendaItemEnd}}

1. STATEMENT OF COMPLIANCE WITH OPEN MEETINGS ACT AND ROLL CALL

2. PRAYER

3. NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE

4. CONSENT AGENDA - The following items are considered to be routine by the city council and will be enacted by one motion. There will be no separate discussion of these items unless a city council member or citizen so requests, in which event the item will be removed from consent status and considered in its normal sequence on the agenda.

A. Minutes of May 20, 2019, City Council meeting.

B. Purchase from BS&A Software, Inc. in the amount of \$13,930 for special assessment module for financial management software.

C. Resolution No. R19-93 approving amendment to Community Development Block Grant No. 16-CD-101 budget to reallocate \$2,400 from Housing Management - Lead-Based Paint funds to Housing Management - Rehabilitation Management funds.

D. Payroll and bills on file.

5. APPROVAL OF MINUTES - Included in Consent Agenda

6. SPECIAL PRESENTATIONS - None

7. PUBLIC HEARINGS

A. Public hearing - Application of Scot Rosendahl for special use permit to allow a second floor single-family apartment in a "B-1" (Central Business District) zone located at 2517 13 Street. (Planning Commission recommends approval.) (Continued from the May 20, 2019, meeting.)

1. Ordinance No. 19-14 approving special use permit.

8. PETITIONS AND COMMUNICATIONS - None

9. REPORTS OF CITY OFFICES - None

10. REPORTS OF COUNCIL COMMITTEES - None

11. REPORTS OF SPECIAL COMMITTEES - None

12. REPORTS ON LEGISLATION - None

13. NEW BUSINESS

A. Plans, specifications, and estimate of cost in the amount of \$550,000 and authorization to advertise for bids for Sewer Extension District No. 45 and Water Extension District No. 63 (48 Avenue from 42 Street to Lost Creek Parkway). (Plans and specifications are on file in the Engineering Department.)

B. Bid from Truck Center Companies - Columbus in the amount of \$121,087 for truck-tractor for Transfer Station.

C. Comments from mayor and city council members.

14. RESOLUTIONS

A. Resolution No. R19-94 approving agreement with HDR Engineering, Inc. for construction engineering services in an amount not to exceed \$1,356,802.52 for 12 Avenue Viaduct Project.

B. Resolution No. R19-95 rescinding Resolution No. R19-86 and approving the updated Assignment Assumption Agreement with Union Pacific Railroad Company, Folder Number 3108-83.

C. Resolution No. R19-96 approving Easement Agreement with Cork & Barrel, LLC to use portion of sidewalk for outdoor seating at 1354 27 Avenue.

15. ORDINANCES ON FIRST READING - None

16. ORDINANCES ON SECOND READING - None

17. ORDINANCES ON THIRD READING - None

18. CONSIDERATION OF PAYROLL AND BILLS ON FILE - Included in Consent Agenda

19. UNFINISHED BUSINESS - None

20. ADJOURNMENT

A regular meeting of the mayor and city council of the City of Columbus, Nebraska, was convened in open and public session on May 20, 2019, at 7 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska.

Notice of this meeting was given in advance thereof by publication in the Columbus Telegram, with a copy of the proof of publication being on file in the office of the city clerk. Notice of this meeting was given simultaneously to the mayor and members of the city council, with a copy of the acknowledgement of receipt of notice being on file in the office of the city clerk. Availability of the agenda was communicated in the advance notice and in the notice to the mayor and city council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the public.

1. **STATEMENT OF COMPLIANCE WITH OPEN MEETINGS ACT AND ROLL CALL:** Mayor Bulkley announced that a copy of the Open Meetings Act is posted in the meeting room. Present were Mayor James Bulkley and Council Members Beth Augustine-Schulte, Charlie Bahr, Troy Hiemer, Rich Jablonski, Dennis Kresha, John Lohr, Prent Roth, and Ron Schilling. City staff members included City Attorney Neal Valorz, City Administrator Tara Vasicek, City Clerk Janelle Kline, City Engineer Rick Bogus, Public Works Director Chuck Sliva, Public Property Director Doug Moore, Police Chief Chuck Sherer, Community Development Director Dan Curtis, and Fire Chief Dan Miller.
2. **PRAYER:** Bahr led in prayer.
3. **NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE:** Bulkley invited all to join in the National Anthem and Pledge of Allegiance.
4. **CONSENT AGENDA:** Vasicek stated that the following items are considered routine by the city council and will be enacted by one motion. She pointed out that there will be no separate discussion of these items unless a city council member or citizen so requests, in which event the item will be removed from consent status and considered in its normal sequence on the agenda. The items on the consent agenda were approved as presented with a motion by Bahr and a second by Lohr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
 - 4.A. **Minutes of May 6, 2019, City Council meeting.**
 - 4.B. **Reappointment of Jack Gutierrez to the Civil Service Commission for a five-year term.**
 - 4.C. **Resolution No. R19-88 approving Amendment to Lease to Hangar Aircraft with Robert Dahlstedt and David Andelt for Hangar No. 1240SW to remove Robert Dahlstedt as a Lessee.** Resolution No. R19-88 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AMENDMENT TO THE JANUARY 1, 2016, "LEASE TO HANGAR AIRCRAFT" WITH ROBERT DAHLSTEDT AND DAVID ANDELT FOR HANGAR NO. 1240SW TO REMOVE ROBERT

DAHLSTEDT AS A LESSEE, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

- 4.D. Resolution No. R19-89 authorizing payment of various improvement projects.** Resolution No. R19-89 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA TO AUTHORIZE AND DIRECT THAT A CHECK BE ISSUED AND MADE PAYABLE TO THE RESPECTIVE CONTRACTOR(S) FOR LABOR, EQUIPMENT, AND MATERIALS FURNISHED FOR IMPROVEMENTS IN THE FOLLOWING DESIGNATED DISTRICTS AND PROJECTS WITHIN THE CITY OF COLUMBUS, ALL AS SET FORTH ON THE ATTACHED CERTIFICATES OF PROGRESS PREPARED BY THE RESPECTIVE SPECIAL ENGINEER, TO WIT: B-D CONSTRUCTION, INC. - POLICE STATION \$436,361.33; B-D CONSTRUCTION, INC. - FIRE STATION \$200,665.51; B-D CONSTRUCTION, INC. - FIRE STATION \$302,693.88; BIERMAN CONTRACTING, INC. - E911 COMMUNICATIONS CENTER \$216,451.80; BIERMAN CONTRACTING, INC. - FRONTIER PARK RESTROOM \$11,043.75; CATHER AND SONS CONSTRUCTION, INC. - ASPHALT PAVING \$28,423.00; ERIKSEN CONSTRUCTION, CO., INC. - WWTF PHASE 4 \$644,140.72; GEHRING CONSTRUCTION & READY MIX CO., INC. - CONCRETE PAVING \$255,775.04.

- 4.E. Finance Department reports.**

- 4.F. Payroll and bills on file.** 5/31/19 Payroll \$487,478.32; A & J Guns – Supplies 1,129.00; A to Z Messaging – Service 105.00; Ace Hardware & Garden Center – Supplies 945.24; Lavina Adkisson – Pension 609.00; Advance Auto Parts – Supplies 513.59; Ag Spray Equipment – Supplies 54.57; All Star Auto Glass of Columbus – Service 29.95; Alley Poyner Macchietto Architecture, Inc. – Library Project 3,050.83; AlphaMedia USA LLC – Advertising 1,575.00; Amazon – Supplies 3,239.36; American Concrete Products Co. – Supplies 4,550.00; American Red Cross – Training 938.00; Aqua-Pure, Inc. – Chemicals 6,781.02; Awards & Engraving – Supplies 40.00; Awards Plus – Supplies 84.00; B-D Construction, Inc. – Supplies 1,684.29; B-D Construction, Inc. – Police Station Facility 436,361.33; B-D Construction, Inc. – Fire Station Facility 503,359.39; Beard-Warren Heating & Air Conditioning – Service 333.76; Cade M Behlen – Expenses 31.00; Behlen Towing LLC – Service 900.00; Bibliotheca LLC – Service 3,338.81; Bierman Contracting, Inc. – Service 3,595.00; Bierman Contracting, Inc. – Frontier Park Restroom 11,043.75; Bierman Contracting, Inc. – E911 Communications Center 216,451.80; Black Hills Energy – Utilities 2,177.38; Frank J Blahak Jr – Pension 762.00; Blazer Manufacturing – Supplies 730.00; Bobcat of Omaha – Supplies 158.12; Richard Bogus – Expenses 99.76; BOKF NA – Bond Trustee Fee 750.00; Bomgaars – Supplies 973.40; BookPage – Supplies 348.00; Bound Tree Medical LLC – Supplies 1,904.90; Brite – E-Citation 50,000.00; James Brown – Refund 924.00; Rachael Carlson

– Refund 45.00; Carolina Software – Supplies 571.05; Cat's Pro Mow – Service 100.00; Cather & Sons Construction, Inc. – Asphalt Paving Improvements 28,423.00; CBS-Reporting Services – Training 17.40; Center Point Large Print – Supplies 89.28; Central Parts & Machine – Supplies 1,360.23; Central Valley Ag Cooperative – Supplies 141.35; Century Link – Utilities 994.63; Certified Power, Inc. – Supplies 157.87; City of Columbus – Utilities 7,338.33; Club Prophet Systems – Service 300.00; CNC Repair LLC – Service 2,880.57; Columbus Area Chamber of Commerce – Supplies 1,440.00; Columbus Community Hospital – Supplies 586.62; Columbus Custom Embroidery – Service/Supplies 198.00; Columbus Family Resource Center – Lease Payment 8,925.00; Columbus Motor Company – Service 164.95; Columbus Plumbing Co. – Service/Supplies 816.94; Columbus Steel Supply, Inc. – Supplies 144.88; Columbus Telegram – Publications 2,257.77; Columbus Tire & Service, Inc. – Service 2,411.36; Community Internet – Service 45.00; Connecting Point/Radio Shack – Computers 4,260.00; Consolidated Management Co. – Meals 136.51; Consolidated Water Solutions – Chemicals 10,941.65; Continental Battery Company – Supplies 5,560.00; Core & Main LP – Supplies 12,813.03; Cornhusker International Trucks, Inc. – Supplies 713.28; Cornhusker Public Power District – Utilities 913.17; Jean Cornwell – Refund 15.00; Creative Sites LLC – Playground Equipment 39,431.00; Creighton University – Paramedic Program 17,200.00; Cross Dillon Tire – Supplies 38.06; Culligan of Columbus – Supplies 643.20; Derek Curtis – Expenses 31.00; D & K Products – Chemicals 1,684.00; Danko Emergency Equipment – Supplies 169.57; DAS State Accounting – Service 704.00; Disaster Management Systems, Inc. – Training 299.25; Downey Drilling, Inc. – Service 12,778.66; Downtown Business Association – Supplies 150.00; DPC Industries, Inc. – Chemicals 2,410.50; Douglas Dunbar – Contract 6,154.00; Douglas Dunbar – Commissions 4,214.17; Douglas Dunbar – Expenses 3,373.45; DXP Enterprises, Inc. – Supplies 30.00; E. F., Inc. – Supplies 155.87; Eakes Office Solutions – Supplies 1,783.14; Marty Eaton – Expenses 31.00; EBSCO Industries, Inc. – Subscription 1,184.01; Ed M Feld Equipment Company, Inc. – Service 442.54; Electrical Engineering & Equipment Co. – Supplies 588.57; Electronic Engineering – Service/Supplies 3,745.62; Electronic Engineering – K-9 Program 19,583.81; Embassy Suites – Lodging 139.00; Peggy Engel – Expenses 12.99; Ergometrics – Supplies 807.60; Eriksen Construction Co., Inc. – Wastewater Treatment Facility Improvements 644,140.72; Ernst Auto Center – Service 170.66; Fairfield Inn & Suites – Lodging 219.90; Fastenal Company – Supplies 2,169.84; FBG Service Corporation – Supplies 3,967.00; First National Bank & Trust Company – Service 210.56; First National Bank Omaha – Expenses 7,354.48; Foreman Lumber – Supplies 35.00; Frontier – Utilities 3,219.63; Frontier Cooperative Company – Fuel 7,097.40; Gale – Supplies 798.55; Galls LLC – Supplies 1,758.07; Gehring Construction & Ready-Mix Company – Supplies 1,372.61; Gehring Construction & Ready-Mix Company – 2019 Paving Improvements 255,775.04; Gerhold Concrete Company, Inc. – Supplies 2,841.22; Godfather's Pizza – Meals 691.00; Great Plains Building Supply – Supplies 18.04; Great Plains Communications – Service 310.00; Greenkeeper Co., Inc. – Supplies 1,498.20; GSM Filtration, Inc. – Supplies 2,777.81; Hach Company – Supplies 499.10; Hadley-Braithwait

Company – Supplies 1,088.40; Hawkins, Inc. – Chemicals 9,403.45; HDR Engineering, Inc. – Wastewater Treatment Facility Improvements 38,798.13; Heartland Natural Gas LLC – Utilities 3,087.12; Hobby Lobby – Supplies 32.88; Hometown Leasing – Supplies 177.97; Natalie Hornung – Refund 30.00; Mark S Howerter MD – Contract 583.00; Brad Hruska – Expenses 119.83; Hy-Vee, Inc. – Supplies 809.34; International Association of Fire Chiefs – Membership 290.00; Impact Telecom – Utilities 56.64; Ingram Library Services, Inc. – Supplies 5,769.26; International Association of Plumbing and Mechanical Officials – Membership 200.00; Interstate Battery System of Nebraska – Supplies 118.95; Island Supply Welding Co. – Supplies 95.55; Jackson Services, Inc. – Supplies 3,924.13; Jay's Body Shop – Service 644.00; JEO Consulting Group, Inc. – Downtown Traffic Improvements 1,940.25; JEO Consulting Group, Inc. – Stormwater Evaluation & Improvements 892.50; John Deere Financial – Supplies 195.34; Dale Johnson Trucking – Supplies 8,880.96; Jones & Bartlett Learning LLC – Supplies 344.85; Dawson Jurado – Expenses 40.00; Kelly Supply Company – Supplies 402.28; Kendig Keast Collaborative – Service 11,045.52; Koch Excavating Co., Inc. – Supplies 2,901.78; Michael Kratochvil – Expenses 61.04; Lakeview Small Engine, Inc. – Supplies 242.92; Tony Lange – Refund 1,607.00; Language Line Services, Inc. – Service 125.56; Lawson Products, Inc. – Supplies 289.81; League of Nebraska Municipalities – Training 1,360.00; The Leigh World – Subscription 120.00; Pete Lien & Sons, Inc. – Chemicals 10,380.14; Lincoln Winwater Works – Supplies 5,046.39; Loseke Lake Stop LLC – Supplies 38.18; Loup Power District – Utilities 84,020.46; Jennifer N Lovell – Expenses 80.87; M & L, Inc. – Contract 3,195.83; M & O Door Products – Service/Supplies 165.74; Mail Prep ETC – Postage 109.53; Matheson-Linweld – Supplies 468.88; McMaster-Carr – Supplies 89.79; Menards – Supplies 2,294.06; Metron-Farnier LLC – Automated Meter Reading Replacement 10,243.24; Mettler-Toledo, Inc. – Service 834.33; Michael Todd & Company, Inc. – Supplies 53.77; Mid-American Research Chemical – Chemical/Supplies 477.25; Mid-Iowa Solid Waste Equipment Co., Inc. – Service 4,145.00; Mid-State Engineering & Testing, Inc. – Supplies 1,854.50; Midwest Glass Service, Inc. – Supplies 251.00; Midwest Laboratories, Inc. – Service 720.50; Midwest Machine & Tools, Inc. – Service 64.00; Midwest Service & Sales Co. – Supplies 549.52; Midwest Tape LLC – Supplies 607.83; Midwest Turf & Irrigation – Supplies 7,657.50; Mike's Towing – Service 1,080.00; Daniel L Miller – Expenses 455.78; Patrick L Miller – Expenses 95.00; Ginger Moon & Associates – Bond Renewal 125.00; Motion Industries, Inc. – Supplies 1,585.86; MTM Recognition – Supplies 160.86; Shane Mueller – Service 146.50; Mueller Sod Farm Co. – Supplies 282.94; Mueller Sprinklers – Service/Supplies 1,251.68; Municipal Pipe Tool Co. LLC – Supplies 1,406.31; National Association of Chiefs of Police – Membership 60.00; National Association of School Resources Officers – Training 445.00; Nebraska Emergency Service Communications Association – Training 100.00; Nebraska Environmental Products – Supplies 2,804.46; Nebraska Harvestore Systems, Inc. – Bobcat Angle Broom 4,647.00; Nebraska Irrigation, Inc. – Supplies 76.00; Nebraska Law Enforcement Training Center – Training 484.00; Nebraska Public Health Environmental Laboratory – Service 1,624.00; Nebraska Regional Interoperability Network – Service 7,800.00;

Nebraska-Iowa Industrial Fasteners Corp. – Supplies 127.20; NeighborWorks Northeast Nebraska – Grants 136,000.00; Newman Traffic Signs – Supplies 6,527.35; Niemann's Port-A-Pot LLC – Service 40.00; Norfolk Daily News – Advertising 375.00; Northeast Nebraska Economic Development District – Membership/Grants 25,102.66; Northeast Nebraska Solid Waste Coalition – Landfill Disposal 58,467.56; Northern Lake Service, Inc. – Service 2,629.25; Novicki Fire Prevention Services – Service 99.00; NWEA – Training 225.00; NWOD – Membership 30.00; O'Reilly Automotive, Inc. – Supplies 160.37; Obrist & Co., Inc. – Service 3,022.80; Occupational Health Services – Service 3,858.00; OCLC, Inc. – Service 1,173.45; Officenet – Supplies 1,666.76; Olson's Pest Technicians – Service 574.00; One Call Concepts, Inc. – Service 347.01; One Source – Service 2,467.50; Paragon Consulting Services, Inc. – Service 460.00; The Parts Bin – Supplies 74.84; Pepsi Bottling Group – Supplies 1,643.30; Performance Printing, Inc. – Supplies 443.73; Petty Cash – Expenses 2,631.34; Platte County – Contract 3,022.07; Platte County Highway Department – Supplies 2,237.20; Pollard Water #3325 – Supplies 674.23; Precision Unibody & Auto Sales, Inc. – Service 759.91; Presto-X – Service 426.00; ProFlow Pumping Solutions – Supplies 2,583.31; Marjorie K Prokupek – 12th Ave Viaduct 140.00; Pyramid Tarp & Repair LLC – Service 776.00; Ray Allen Manufacturing – Supplies 294.87; RDO Truck Centers – Supplies 848.10; Reardon Lawn & Garden, Inc. – Supplies 906.96; Recorded Books LLC – Supplies 753.06; Recreation Supply Company – Paint Pool Basins 3,117.10; Rembolt Ludtke LLP – Service 97.50; Evelyn Reyes – Expenses 40.65; Rhomar Industries, Inc. – Supplies 514.64; David K Roberts – Refund 170.00; RVW, Inc. – Fiber Optic Network 8,301.16; RVW, Inc. – E911 Communication Center 2,200.00; RVW, Inc. – Enclose Wash Area 1,921.50; Sackett Electric – Service 1,020.42; Sandry Fire Supply LLC – Supplies 308.79; Sapp Bros Columbus, Inc. – Fuel 116.98; Sapp Bros Petroleum, Inc. – Fuel 31,591.40; Melissa Sargent – Expenses 27.46; Schieffer Signs, Inc. – Supplies 998.00; The Schuyler Sun – Subscription 53.98; ServiceMaster By Shevlin – Service 2,085.00; Sherwin-Williams Co. – Supplies 14.82; Shevlin Supply – Supplies 539.01; Siedlik Signs – Service 50.00; Sipple, Hansen, Emerson, Schumacher & Klutman – Service 5,346.00; Sirius Computer Solutions, Inc. – Service 128.78; Smithworks, Inc. – Supplies 86.95; SouthernCarlson, Inc. – Supplies 525.42; Stanley Petroleum Maintenance, Inc. – Service/Supplies 543.25; Gene Steffy Ford – Supplies 156.95; Stericycle, Inc. – Supplies 874.90; Sunbelt Rentals, Inc. – Service 6,319.00; Super Saver – Supplies 276.34; Supplyworks – Supplies 50.31; Pamela S Sybrant – Expenses 102.59; Symtrax Corporation – Service 522.00; Sysco Lincoln – Supplies 7,466.18; T & L Services – Service 150.00; Telecommunications Systems, Inc. – Service 1,554.00; The Filter Shop, Inc. – Supplies 1,141.69; Thomson Reuters-West – Publications 1,058.00; Time Warner Cable – Service 8.37; Tire Outlet, Inc. – Service 220.00; TM Cleaning – Service 200.00; Todd Valley Farms, Inc. – Supplies 328.00; TotalFunds – Postage 1,000.00; Tractor Supply Credit Plan – Supplies 551.03; Tri County Repairs – Supplies 20.64; Truck Center Companies – Service 4,595.96; TSP, Inc. – Frontier Park Restroom 1,823.10; Turfwerks – Supplies 160.42; Twin Rivers Veterinary Clinic – Service 550.47; Tworek Welding & Repair – Service 420.00; Typhoon Wash – Service 55.38; U & I Sanitation –

Service 91.25; Ultra Graphics – Supplies 676.18; Union Pacific Railroad Co. – Fiber Optic Network 3,750.00; United States Post Office – Postage 2,386.16; UPS Store – Postage 3.77; US Cellular – Service 42.86; USA Blue Book – Supplies 1,318.10; Van Wall Equipment, Inc. – Supplies 447.14; Tara L Vasicek – Expenses 67.28; Venmill Industries – Service 623.76; Verizon Connect NWF, Inc. – Service 126.80; Verizon Wireless – Utilities 2,812.07; VVS Canteen – Supplies 168.72; Waste Connections of Nebraska – Service 195.00; Waterpark Specialties, Inc. – Service 3,855.00; West Point Implement of Columbus – Supplies 292.32; Renee Whiting – Expenses 195.20; Wilke Landscape Center – Service 264.95; Wilson & Company, Inc. – Service 2,418.02; Wunderlich's Catering – Meals 387.00; Zee Medical Service – Supplies 214.25; Zegers Automotive – Service 112.62; Zimco Supply Co. – Supplies 4,593.12; Zoll Medical Corporation – Supplies 112.52. TOTAL \$3,526,304.50.

5. **APPROVAL OF MINUTES:** Included in Consent Agenda

6. **SPECIAL PRESENTATIONS:** None

7. **PUBLIC HEARINGS:**

7.A. **Public hearing - Application of Steve Lloyd Rentals, LLC to rezone property at 2503-2511 5 Street from "R-2" (Urban-Family Residential District) to "R-3" (Multiple-Family Residential District) and amend the Future Land Use Map of the Comprehensive Plan. (Planning Commission recommends approval.)** No public testimony was heard. The public hearing closed with a motion by Bahr and a second by Hiemer. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

7.A.1. **Ordinance No. 19-13 approving rezoning.** The rules were suspended and Ordinance No. 19-13 was read by number only with a motion by Jablonski and a second by Augustine-Schulte. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Ordinance No. 19-13 was adopted with a motion by Jablonski and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

7.B. **Public hearing - Application of Scot Rosendahl for special use permit to allow a second floor single-family apartment in a "B-1" (Central Business District) zone located at 2517 13 Street. (Planning Commission recommends approval.) (Applicant has requested the public hearing and Ordinance No. 19-14 be continued to June 3rd.)**

and

7.B.1. **Ordinance No. 19-14 approving special use permit.** The public hearing and Ordinance No. 19-14 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA TO ISSUE A SPECIAL USE PERMIT WITH CONDITIONS TO ALLOW FOR A SECOND FLOOR

APARTMENT ON THE FOLLOWING DESCRIBED REAL ESTATE IN A "B-1' (CENTRAL BUSINESS DISTRICT) ZONE: THE WEST 60 FEET OF THE NORTH 22 FEET OF LOT 4, BLOCK 84, ORIGINAL CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, TO REPEAL ALL ORDINANCES AND RESOLUTIONS OR PARTS THEREOF IN CONFLICT HEREWITH; TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM AND TO PROVIDE FOR THE EFFECTIVE DATE were continued to 7 p.m. on June 3, 2019, with a motion by Bahr and a second by Lohr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

7.C. Public hearing - Application of Larry and Lois Mohrman to rezone property at 4281 78 Avenue from "RR" (Rural Residential District) to "B-2" (General Commercial District) and amend the Future Land Use Map of the Comprehensive Plan. (Planning Commission recommends approval.)

No public testimony was heard. The public hearing closed with a motion by Bahr and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

7.C.1. Ordinance No. 19-15 approving rezoning. The rules were suspended and Ordinance No. 19-15 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, TO AMEND THE CITY OF COLUMBUS LAND DEVELOPMENT ORDINANCE OF 1996, ZONING CHAPTER, UNDER ORDINANCE NO. 96-08, AS AMENDED, DATED MARCH 18, 1996, AND ADOPTED AUGUST 4, 1997, AS THE OFFICIAL ZONING CODE OF COLUMBUS BY ORDINANCE NO. 97-17; TO RE-ZONE AND RECLASSIFY THE FOLLOWING DESCRIBED REAL ESTATE, TO WIT: LOT 2 AND LOT 3, MOHRMAN 1ST SUBDIVISION, A MINOR SUBDIVISION OF PART OF THE NW1/4 SW1/4 OF SECTION 10, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA FROM THE PRESENT ZONING CLASSIFICATION OF "RR" (RURAL RESIDENTIAL DISTRICT) TO "B-2" (GENERAL COMMERCIAL DISTRICT); TO AMEND THE FUTURE LAND USE MAP AS WELL AS THE ZONING MAP WHICH HAS BEEN ADOPTED BY AND MADE A PART OF SAID COLUMBUS, NEBRASKA LAND DEVELOPMENT ORDINANCE OF 1996, ZONING CHAPTER, TO SHOW SAID REZONING AND RECLASSIFICATION; TO REPEAL ALL ORDINANCES AND RESOLUTIONS OR PARTS THEREOF IN CONFLICT HEREWITH; TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE FOR THE EFFECTIVE DATE was read by number only with a motion by Augustine-Schulte and a second by Kresha. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Ordinance No. 19-15 was adopted with a motion by Augustine-Schulte and a second by Kresha. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

7.D. Public hearing - Application of Foreman Lumber to rezone property at 3920 23 Street from "B-2" (General Commercial District) to "ML/C-1"

- (Limited Industrial District) and amend the Future Land Use Map of the Comprehensive Plan. (Applicant has withdrawn request.) (Planning Commission removed this item from the agenda.)** The public hearing was removed from the agenda with a motion by Augustine-Schulte and a second by Lohr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
8. **PETITIONS AND COMMUNICATIONS:** None
 9. **REPORTS OF CITY OFFICES:** Included in Consent Agenda
 10. **REPORTS OF COUNCIL COMMITTEES:**
 - 10.A. **COMMITTEE OF THE WHOLE - May 20, 2019**
 - 10.A.1. **Review city council rules.** The Committee of the Whole recommended to the mayor and council that the City Council Rules be adopted as presented. The report was adopted with a motion by Bahr and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
 11. **REPORTS OF SPECIAL COMMITTEES:** None
 12. **REPORTS ON LEGISLATION:** None
 13. **NEW BUSINESS:**
 - 13.A **Appointment of Eric Kluever as Fire Lieutenant for the Fire Department.** Bahr read a brief resume and the mayor's appointment of Eric Kluever as Fire Lieutenant was ratified with a motion by Hiemer and a second by Augustine-Schulte. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
 - 13.B. **Purchase of vehicle from Nebraska state bid contract in the amount of \$19,656 for Community Development Department.** The purchase of a vehicle from the Nebraska state bid contract was approved with a motion by Augustine-Schulte and a second by Bahr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
 - 13.C. **Purchase of pickup from Nebraska state bid contract in the amount of \$29,276 for Street Division.** The purchase of a pickup from the Nebraska state bid contract was approved with a motion by Roth and a second by Kresha. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
 - 13.D. **Purchase of CCTV (Closed Circuit Televised) camera transporter assembly from Helping Governments Across the Country (HGAC) contract in the amount of \$9,300 for Wastewater Collection Division.** The purchase of a CCTV camera transporter assembly from HGAC was approved with a motion by Bahr and a second by Roth. Augustine-Schulte, Bahr, Hiemer,

- Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 13.E. Purchase of electronics equipment from Nebraska state bid contract in the total amount of \$161,409.60 for fiber optics network at various city facilities.** The purchase of electronics equipment from the Nebraska state bid contract was approved with a motion by Roth and a second by Bahr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 13.F. Quote from Security Equipment, Inc. in the amount of \$126,860 for camera and door access systems at new police facility.** The quote for camera and door access systems was awarded to Security Equipment, Inc. with a motion by Kresha and a second by Bahr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 13.G. Plans, specifications, and estimate of cost in the amount of \$215,000 for 2019 Sanitary Sewer Renovations and authorization to advertise for bids. (Plans and specifications are on file in the Engineering Department.)** The plans, specifications, and estimate of cost for the 2019 Sanitary Sewer Renovations were approved and staff was authorized to advertise for bids with a motion by Augustine-Schulte and a second by Hiemer. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 13.H. Plans, specifications, and estimate of cost in the amount of \$660,000 for Snow Removal Equipment Building at Columbus Municipal Airport and authorization to advertise for bids. (Plans and specifications are on file in the Engineering Department.)** The plans, specifications, and estimate of cost for the Snow Removal Equipment Building were approved and staff was authorized to advertise for bids with a motion by Bahr and a second by Hiemer. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 13.I. Comments from mayor and city council members.** Jablonski welcomed teams who will be playing in the Class B State Golf Tournament on Tuesday. Schilling complimented the work done on the curb and sidewalk improvements on 11 Street.
- 14. RESOLUTIONS:**
- 14.A. Resolution No. R19-90 approving Amendment No. 1 to the agreement with HDR Engineering, Inc. in an amount not to exceed \$84,602 for design phase services for the Lost Creek Parkway Sanitary Sewer Extension from 38 Street to 10 Avenue as part of the North Sanitary Sewer Collection System Study.** Resolution No. R19-90 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AMENDMENT TO THE AGREEMENT WITH HDR ENGINEERING, INC. FOR ADDITIONAL ENGINEERING SERVICES IN AN AMOUNT NOT TO EXCEED \$84,602 FOR A GRAVITY SEWER EXTENSION

TO THE LOUP POWER SERVICE CENTER; A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH was adopted with a motion by Lohr and a second by Augustine-Schulte. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

- 14.B. Resolution No. R19-91 approving agreement with JEO Investments, Inc. in the amount of \$125,000 for construction of a splash pad in Glur Park using the design-build provisions in the city's purchasing policy.** Jablonski said he feels this project should be delayed as there are items in the park system that need attention. Schilling noted that while he concurs with Jablonski, he will support the project. Resolution No. R19-91 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AGREEMENT WITH JEO INVESTMENTS, INC., IN THE AMOUNT OF \$125,000 FOR CONSTRUCTION OF A SPLASH PAD IN GLUR PARK, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH was adopted with a motion by Roth and a second by Augustine-Schulte. Augustine-Schulte, Bahr, Hiemer, Kresha, Lohr, Roth, and Schilling voted "Aye" and Jablonski voted "Nay".
- 14.C. Resolution No. R19-92 approving Wiring Crossing Agreements with Union Pacific Railroad Company in the total amount of \$3,750 for construction, maintenance, and operation of casing pipe and fiber optic wiring in conjunction with the Columbus Fiber Optics Project.** Resolution No. R19-92 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE WIRING CROSSING AGREEMENTS WITH UNION PACIFIC RAILROAD COMPANY, FOLDER NOS. 03081-57, 03080-64, AND 03077-94, IN THE TOTAL AMOUNT OF \$3,750 FOR CONSTRUCTION, MAINTENANCE, AND OPERATION OF CASING PIPE AND FIBER OPTIC WIRING IN CONJUNCTION WITH THE COLUMBUS FIBER OPTICS PROJECT; COPIES OF WHICH ARE ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH was adopted with a motion by Kresha and a second by Hiemer. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 15. ORDINANCES ON FIRST READING:** None
- 16. ORDINANCES ON SECOND READING:** None
- 17. ORDINANCES ON THIRD READING:** None

- 18. CONSIDERATION OF PAYROLL AND BILLS ON FILE:** Payroll and all other bills included in Consent Agenda
- 18.A. ARL Credit Services.** ARL Credit Services – Service \$2,012.02. Jablonski requested to be excused from discussion on this agenda item because he is an owner of ARL Credit Services and therefore has a conflict of interest. Jablonski was allowed to abstain from voting on this agenda item and the rules requiring him to leave the Council Chambers during discussion and vote were suspended with a motion by Bahr and a second by Hiemer. Augustine-Schulte, Bahr, Hiemer, Kresha, Lohr, Roth, and Schilling voted “Aye” and none voted “Nay”. Jablonski abstained from voting. The bill from ARL Credit Services was approved with a motion by Bahr and a second by Augustine-Schulte. Augustine-Schulte, Bahr, Hiemer, Kresha, Lohr, Roth, and Schilling voted “Aye” and none voted “Nay”. Jablonski abstained from voting.
- 19. UNFINISHED BUSINESS:** None
- 20. ADJOURNMENT:** The meeting adjourned at 7:31 p.m. with a motion by Schilling and a second by Augustine-Schulte. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted “Aye” and none voted “Nay”.

Presented and approved this 3 day of June, 2019.

MAYOR

ATTEST:

CITY CLERK



MEMORANDUM

TO: Tara Vasicek, City Administrator
FROM: Heather Lindsley, Finance Director
DATE: May 29, 2019
SUBJECT: Financial Management Software

RECOMMENDATION:

I recommend accepting the BS&A software change order for \$13,930.00.

DISCUSSION:

Originally, the Special Assessment program was omitted, in error, from the RFP. We've realized the mistake and in order to maximize the effectiveness of the software, we need to implement this module. We currently have several properties that we are collecting special assessments on and there will be many more in the future.

Financial Management Software was included in the 2018-2019 budget for \$400,000.00. The original contract was for \$282,440.00 for software, implementation and training. Adding an additional \$13,930.00 still leaves the project well under budget.

ALTERNATIVE:

Do not approve.

CONCURRENCE:

By: _____

SIGNATURE:

By: _____

Change Request

BS&A Software, Inc. | bsasoftware.com | 855 BSASOFT

Customer: City of Columbus, Platte County NE

Prepared By: Kevin Schafer, Account Executive

Change #	1	Date Submitted	5/23/2019
		Date Required	5/23/2019
Application/Area Affected	Special Assessment .NET		
Description	Add Special Assessment .NET to the project scope.		

No.	Changed Deliverable	Reason or Description	Net Change in Cost
1	Add Special Assessment .NET	Per Customer's Request	\$10,645
2	Add Training for Special Assessment .NET	2 days @ \$1,000/day	\$2,000
3	Add Travel Expenses related to Training		\$1,285
Total Net Changes			\$13,930.00

Annual Service Fees

Unlimited support during your first year with the program is included in your purchase price. Thereafter, Service Fees are billed annually. After two (2) years, BS&A Software reserves the right to increase the Annual Service Fee by no more than the yearly Consumers Price Index (CPI).

Property Applications

Special Assessment .NET	\$2,130
-------------------------	---------

Customer Acceptance

BS&A Software

Signature _____

Signature _____

Date _____

Date _____

RESOLUTION NO. R19-93

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AMENDMENT TO BUDGET FOR COMMUNITY DEVELOPMENT BLOCK GRANT NO. 16-CD-101 TO REALLOCATE \$2,400 FROM HOUSING MANAGEMENT – LEAD BASED PAINT FUNDS TO HOUSING MANAGEMENT – REHABILITATION MANAGEMENT FUNDS, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

WHEREAS, the City received a \$350,000 Community Development Block Grant No. 16-CD-101 to be used in the purchase/rehab/resale of three single family units in a specified targeted area; and

WHEREAS, the City and NeighborWorks Northeast Nebraska entered into an agreement approved by Resolution No. R18-61 wherein NeighborWorks Northeast Nebraska is to provide services required under the grant; and

WHEREAS, all budgeted funds for Housing Management – Lead-Based Paint under this grant were not spent and those funds can be used for Housing Management – Rehabilitation Management if transferred; however, this requires an amendment to the budget that will not require additional local matching funds.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that an amendment to the budget for Community Development Block Grant No. 16-CD-101 to reallocate \$2,400 from Housing Management – Lead Based Paint funds to Housing Management – Rehabilitation Management funds, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and the mayor is authorized, directed, and empowered to execute the same on behalf of the City.

This resolution shall repeal all resolutions or portions thereof in conflict herewith.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

DATE: June 3, 2019
TO: City Administrator/Mayor
FROM: Mandy Gear, NENEDD
SUBJECT: 16-CD-101 Contract Budget Amendment

RECOMMENDATION:

NENEDD recommends that the Columbus City Council approves the grant contract budget amendment for 16-CD-101 and passes the corresponding resolution.

DISCUSSION:

NeighborWorks Northeast Nebraska (NWNEN) is requesting to amend the 16-CD-101 contract budget. The third and last property has been developed by NeighborWorks of Northeast Nebraska (NWNEN). All of the budgeted funds for Housing Management – Lead-Based Paint were not spent but could be spent for Housing Management – Rehabilitation Management if transferred. The need for this amendment is to transfer \$2,400 from Housing Management – Lead-Based Paint risk assessment/testing into Housing Management – Rehabilitation Management.

FISCAL IMPACT:

The City of Columbus received \$350,000 for CDBG Comprehensive Development activities which include \$35,000 for general administration, \$8,000 for construction management, \$9,000 for housing management – rehabilitation management, \$4,500 for housing management - lead based paint risk assessment/testing, \$193,500 for purchase/rehab/resale of three single family units and \$100,000 to reconstruct 15th Street from 28th to 33rd Avenues by widening the street from 30 to 33 feet. The City will use \$275,000 of city funds as match toward the reconstruction of 15th Street from 28th to 33rd Avenues and will use an additional \$130,500 as leverage to reconstruct the 15th Street water main from 27th to 33rd Avenues and reconstruction of sanitary sewer manholes and sewer main replacement. With the approved contract amendment, the budget will change for the following activities: from \$9,000 to \$11,400 for housing management – rehabilitation management, from \$4,500 to \$2,100 for housing management - lead based paint risk assessment/testing. The total estimated project cost for Phase II, Year 1 will remain the same at \$755,500.

CONCURRENCE:

SIGNATURE:

BY  _____

APPROVED BY: _____

APPROVED BY: _____



CDBG CONTRACT AMENDMENT REQUEST FORM

This form must be completed and submitted to the Nebraska Department of Economic Development when making a contract amendment request. Complete the sections for each type of amendment requested. Along with this form, you are required to submit all attachments identified under the applicable amendment type.

CDBG Grant # 16-CD-101 Grantee City of Columbus

DED Program Representative Jenny Mason

By completing this form, I confirm that this project is current on all reporting requirements.	
Name, Organization	<u>Northeast Nebraska Economic Development District</u>
Email	<u>mandy@nenedd.org</u>
Requesting Amendment #	<u>2</u> Date of Last Project Status Report (PSR): <u>12-31-18</u>

Extension of Contract End Date

Original Contract End Date _____
Current Contract End Date including any previously approved extensions _____
Proposed Contract End Date _____

Required Attachments

Attachment 1: Letter from the Chief Elected Official including:

1. Certification that the local governing body has approved the extension.
2. Identification and reasons for the proposed amendment, including:
 - a. Changes to the nature of the project requiring the amendment;
 - b. Steps implemented to avoid any future amendment requests for the same reasons.
3. Where additional local matching funds are required due to this extension, certification that such funds are available.

Attachment 2: Revised implementation schedule showing completion of major milestones for all activities.

Decrease in proposed accomplishments

Original Proposed Accomplishments _____ Amended Proposed Accomplishments _____

Required Attachments

Attachment 1: A letter from the Chief Elected Official including:

1. Certification that the local governing body has approved the decrease in proposed accomplishments;
2. Identification and reasons for the proposed amendment; including
 - a. Changes to the nature of the project requiring the amendment;
 - b. Steps implemented to avoid any future amendment requests for the same reasons.
3. If additional local matching funds are required due to this decrease, certification that such funds are available.

Attachment 2: Revised implementation schedule showing completion of major milestones for all activities.

Amendment to Housing Program Guidelines

Required Attachments

Attachment 1: Letter from the Chief Elected Official including:

1. Certification that the local governing body has approved the amendment to the housing program guidelines;
2. Identification and reasons for the proposed amendment;
3. If additional local matching funds are required due to this amendment, certification that such funds are available.

Attachment 2: If the housing program guidelines amendment will affect major milestones, a revised implementation schedule showing completion of major milestones for all activities.

Attachment 3: A complete copy of the proposed revised housing program guidelines.

Budget/Sources and Uses Amendment

Original Contract Budget Approved

Activity Name	Activity Number	CDBG Funds	Other Funds	Total Funds
Streets	230	\$100,000	\$275,000	\$375,000
SF Housing PRR	531	\$193,500	\$0	\$193,500
Rehab Mgmt	580	\$9,000	\$0	\$9,000
LBP	580	\$4,500	\$0	\$4,500
Const Mgmt	380	\$8,000	\$0	\$8,000
General Admin	181	\$35,000	\$0	\$35,000
Total		\$350,000	\$275,000	\$625,000

Proposed Budget After Amendment

Activity Name	Activity Number	CDBG Funds	Other Funds	Total Funds
Streets	230	\$100,000	\$275,000	\$375,000
SF Housing PRR	531	\$193,500	\$0	\$193,500
Rehab Mgmt	580	\$11,400	\$0	\$11,400
LBP	580	\$2,100	\$0	\$2,100
Const Mgmt	380	\$8,000	\$0	\$8,000
General Admin	181	\$35,000	\$0	\$35,000
Total		\$350,000	\$275,000	\$625,000

Required Attachments

Attachment 1: Letter from the Chief Elected Official including:

1. Certification that the local governing body has approved the budget amendment;
2. Identification and reasons for the proposed budget amendment; including
 - a. Changes to the nature of the project requiring the amendment;
 - b. Steps implemented to avoid any future amendment requests for the same reasons.
3. If additional local matching funds are required due to this amendment, certification that such funds are available.
4. If the amendment includes a new activity, certification that the activity meets the national objective.

Attachment 2: Minutes from the public hearing held on the proposed amendment (required if reallocating more than 10% of the total original grant amount).

Attachment 3: If the budget amendment will affect major milestones, a revised implementation schedule showing completion of major milestones for all activities.

Attachment 4: Certification of re-evaluation of the environmental assessment (this form is included in the CDBG Administration Manual Chapter 6 – Environmental Review).

FOR DED USE ONLY			
Program Representative Recommendation: <input type="checkbox"/> approve <input type="checkbox"/> deny <input type="checkbox"/> consultation		Initials	Date
		Signature	
Date amendment request received		Printed Name/Title	

<input type="checkbox"/> approved <input type="checkbox"/> denied	Date
---	------

Option:Detail Line Items Sorted by Vendor
 Include All

City of Columbus
 OUTSTANDING VOUCHER LIST

5/31/19 Pgm-GL3048
 10:29:08 Page: 1

VDR #	VENDOR NAME	BCH	VOUCH#	INVOICE #/ACCOUNT	CHARGED	DESC	DUE DATE	GROSS	DISCOUNT	STATUS
04934	BOKF NA	060	001114	BONDS						
				500-000-225.23-000	00000	P&I PAYMENT	6/03/19	39,661.00	.00	
				520-000-225.23-000	00000	P&I PAYMENT	6/03/19	45,339.00	.00	
				500-500-532.50-902	00000	P&I PAYMENT	6/03/19	21,758.00	.00	
				500-501-532.60-902	00000	P&I PAYMENT	6/03/19	425,611.92	.00	
				520-520-532.70-902	00000	P&I PAYMENT	6/03/19	52,898.21	.00	
						* Invoice Sub-Total:		585,268.13	.00	
06194	BS&A SOFTWARE	060	001115	GENERAL						
				100-100-510.00-751	00000	SPECIAL ASSE	6/03/19	13,930.00	.00	
04433	DHHS	060	001127	WATER						
				520-520-532.70-730	00000	REVIEW FEE/4	6/03/19	1,350.00	.00	
05815	EARLEY RENTALS LLC	060	001116	STREET						
				200-200-531.00-730	00000	12AV TR13 SE	6/03/19	2,500.00	.00	
06276	KORGER DAN	060	001117	GOLF						
				100-155-447.15-000	00000	REFUND FEES	6/03/19	13.25	.00	
06280	MICEK LARRY	060	001118	GOLF						
				100-155-447.17-000	00000	PASS REFUND	6/03/19	116.74	.00	
				100-156-447.17-000	00000	PASS REFUND	6/03/19	661.51	.00	
						* Invoice Sub-Total:		778.25	.00	
00735	NEBRASKA NOTARY ASSOCIATION	060	001119	E911						
				220-220-521.51-270	00000	SVOBODA RENE	6/03/19	100.00	.00	
04412	QUINN JEFF	060	001120	LIBRARY						
				100-130-555.00-640	00000	6/7 MAGIC SH	6/03/19	250.00	.00	
06253	SAC MUSEUM	060	001121	021319-0T1						
				100-130-555.00-640	00000	6/11 PROGRAM	6/03/19	342.73	.00	
04527	SIRIUS COMPUTER SOLUTIONS INC.	060	001122	SR628948						
				100-100-510.00-340	00000	VMWARE UPGRA	6/03/19	6,650.00	.00	
06277	TROFHOLZ MARVIN & SANDRA	060	001123	CEMETERY						
				100-140-445.10-000	00000	0-96 SP7,8,9	6/03/19	800.00	.00	
91785	WALMART COMMUNITY/GEGRB	060	001124	JUNE19						
				100-100-510.00-590	00000	SUPPLIES	6/03/19	196.48	.00	
				100-100-510.00-601	00000	SUPPLIES	6/03/19	95.60	.00	
				100-110-521.00-431	00000	SUPPLIES	6/03/19	2.97	.00	
				100-110-521.00-601	00000	SUPPLIES	6/03/19	27.96	.00	
				100-110-521.00-602	00000	SUPPLIES	6/03/19	26.81	.00	
				100-110-521.00-603	00000	SUPPLIES	6/03/19	64.54	.00	
				100-130-555.00-601	00000	SUPPLIES	6/03/19	9.24	.00	
				100-140-541.00-602	00000	SUPPLIES	6/03/19	19.89	.00	
				100-151-551.24-603	00000	SUPPLIES	6/03/19	9.97	.00	
				100-152-551.24-603	00000	SUPPLIES	6/03/19	3.92	.00	

Option:Detail Line Items Sorted by Vendor
 Include All

City of Columbus
 OUTSTANDING VOUCHER LIST

5/31/19 Pgm-GL3048
 10:29:08 Page: 2

VDR #	VENDOR NAME	BCH	VOUCH#	INVOICE #/ACCOUNT	CHARGED	DESC	DUE DATE	GROSS	DISCOUNT	STATUS
				500-501-532.60-601	00000	SUPPLIES	6/03/19	164.60	.00	
				500-501-532.60-602	00000	SUPPLIES	6/03/19	30.89	.00	
				* Invoice Sub-Total:				652.87	.00	
02135	WELLS FARGO BANK	060	001125	15062019						
				520-520-532.70-902	00000	COMB REV 8/1	6/03/19	5,416.25	.00	
				500-500-532.50-902	00000	COMB REV 8/1	6/03/19	27,168.75	.00	
				* Invoice Sub-Total:				32,585.00	.00	
04953	WILDLIFE ENCOUNTERS	060	001126	1175						
				100-130-555.00-640	00000	6/11 PROGRAM	6/03/19	450.00	.00	
								=====	=====	
				INVOICE HEADER RECORDS TOTAL:				645,670.23	.00	
				INVOICE DETAIL LINE ITEMS TOTAL:				645,670.23	.00	
				INCLUDES MANUAL CHECKS TOTALING				.00	.00	
								BALANCED	BALANCED	

**NOTICE OF HEARING
TO ALL PARTIES IN INTEREST AND CITIZENS OF
COLUMBUS, NEBRASKA**

You are hereby notified that a public hearing before the City Council of the City of Columbus, Nebraska, will be held on Monday, May 20, 2019, at 7 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska, on the application for a Special Use Permit to allow a second floor single-family apartment on the following described real estate in an "B-1" (Central Business District) zone: located in the west 60 feet of the north 22 feet of Lot 4, Block 84, Original City (2517 13 Street) and at said time and place you may appear and be heard.

Dated this 9 day of May, 2019.

CITY OF COLUMBUS, NEBRASKA
By: Janelle Kline
City Clerk

Publish: 05:09:19
Two Affidavits of Publication

**CITY OF COLUMBUS
MEMORANDUM**

DATE: May 8, 2019
FROM: Daniel Curtis
TO: City Administrator Tara Vasicek
RE: Special Use Permit 2507 13th Street,

RECOMMENDATION:

I recommend approval of this Special Use permit to allow a single-family apartment on the 2nd story in the building located at 2507 13th Street. The property is located within the B-1 zoning district. The City has been encouraging residential development in the downtown and I believe this is a good use for the 2nd story.

DISCUSSION:

We have received an application for a Special Use permit to allow a single-family apartment in the B-1 zoning district. The dwelling will be located on the 2nd floor in conformance with Land Use regulations.

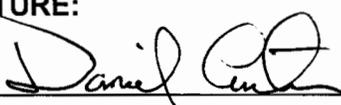
FISCAL IMPACT:

None

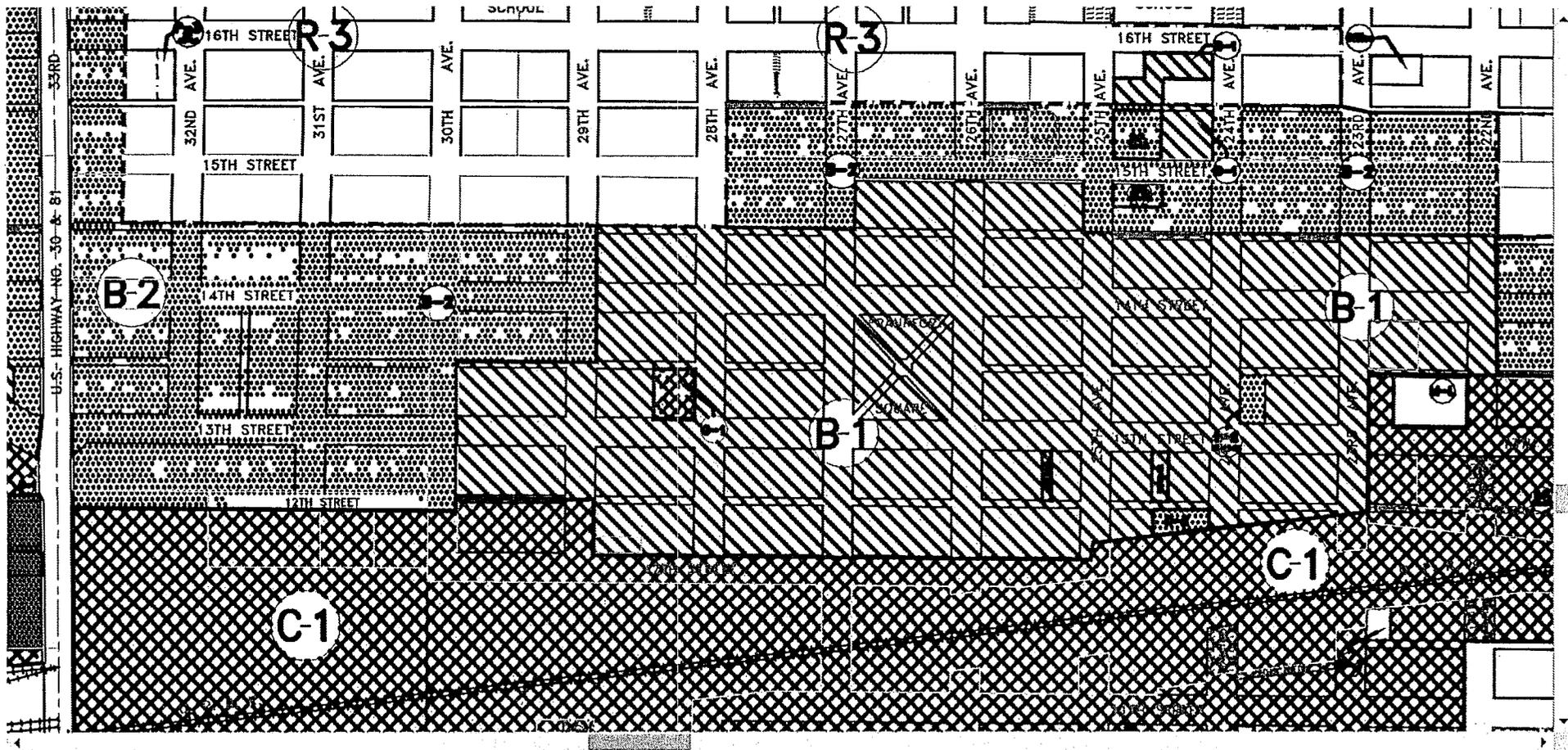
ALTERNATIVE:

Deny the Permit

SIGNATURE:

By: 

Approved By: 



ORDINANCE NO. 19-14

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA TO ISSUE A SPECIAL USE PERMIT WITH CONDITIONS TO ALLOW FOR A SECOND FLOOR APARTMENT ON THE FOLLOWING DESCRIBED REAL ESTATE IN A "B-1" (CENTRAL BUSINESS DISTRICT) ZONE: THE WEST 60 FEET OF THE NORTH 22 FEET OF LOT 4, BLOCK 84, ORIGINAL CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, TO REPEAL ALL ORDINANCES AND RESOLUTIONS OR PARTS THEREOF IN CONFLICT HEREWITH; TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM AND TO PROVIDE FOR THE EFFECTIVE DATE.

WHEREAS, it appearing from the record and all of the evidence on file that all parties in interest and citizens of Columbus, Nebraska have been duly notified of the hearings called for the purpose of considering the issuance of a Special Use Permit to allow for a second floor apartment on the following described real estate, to-wit:

The West 60 feet of the North 22 feet of Lot 4, Block 84, Original City of Columbus, Platte County, Nebraska

which is in a "B-1" (Central Business District) zone.

WHEREAS, the Planning Commission and the Mayor and City Council have held separate public hearings. In consideration of the evidence and the premises, the Mayor and City Council hereby find and determine that the issuance of said Special Use Permit with conditions will be for the public good and general welfare and will provide for the proper, appropriate and best use of said real estate.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Columbus, Nebraska:

Section 1. That a Special Use Permit has been issued to allow for a second floor apartment on the following-described real estate, to-wit:

The West 60 feet of the North 22 feet of Lot 4, Block 84, Original City of Columbus, Platte County, Nebraska

which is in a "B-1" (Central Business District) zone

Section 2. That the Special Use Permit shall be conditioned upon the following:

- a) The owner agrees there shall be no parking for longer than 30 minutes on 13th Street between 27th Avenue and 23rd Avenue by owner, tenants or visitors of the second floor single family residence during Monday through Friday, 8:00 a.m. and 6:00 p.m. and Saturday 8:00 a.m. to 12:00 p.m. The owner or tenants shall also not park or permit guests to park in the restricted areas during times when the City is attempting snow removal.

b) No more than five (5) or actual number of owners and owners' children, whichever is greater, shall reside in the Special Use Permit area at any time. The owner and other occupants shall not be disruptive to the extent of being a "public nuisance," as defined by City Code, to the surrounding merchants.

Section 3. That all ordinances and resolutions or parts thereof in conflict herewith be and the same are hereby repealed.

Section 4. That this Ordinance shall become effective immediately upon and be in full force and effect after its passage, adoption and publication as provided by law. Publication shall be in pamphlet form as authorized by §16-405 of Nebraska Revised Statutes with distribution to be made by making copies available to the public upon request at the City offices.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS _____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

The City of **Columbus**

MEMORANDUM

DATE: May 29, 2019
FROM : Richard J. Bogus, City Engineer
TO: Tara Vasicek, City Administrator
RE: SED #45 and WED #63
48th Avenue from 42nd Street to Lost Creek Parkway

RECOMMENDATION:

I recommend approval of the plans, specifications, Engineer's Estimate of Cost in the amount of \$550,000, for SED #45 and WED #63 and to authorize staff to advertise for bids.

DISCUSSION:

Creation of SED #45 and WED #63 was formed by Ordinance 19-12.

SED construction includes extension of 12-inch sanitary sewer main, manholes, street undercrossings, dewatering, bypass pumping, and related work. WED construction includes extension of 18-inch water main, fire hydrants, fittings, dewatering, and related work. The extensions are in accordance with the Comprehensive Plan and the 2 and 10 Year Utility Plan.

Design and Construction Observation by the Engineering Department.

FISCAL IMPACT:

2018-2019 budget CIP 19-222A (SED) and 19-247A (WED) in the combined amount of \$670,000 which includes other project costs.

ALTERNATIVE:

Do not approve.

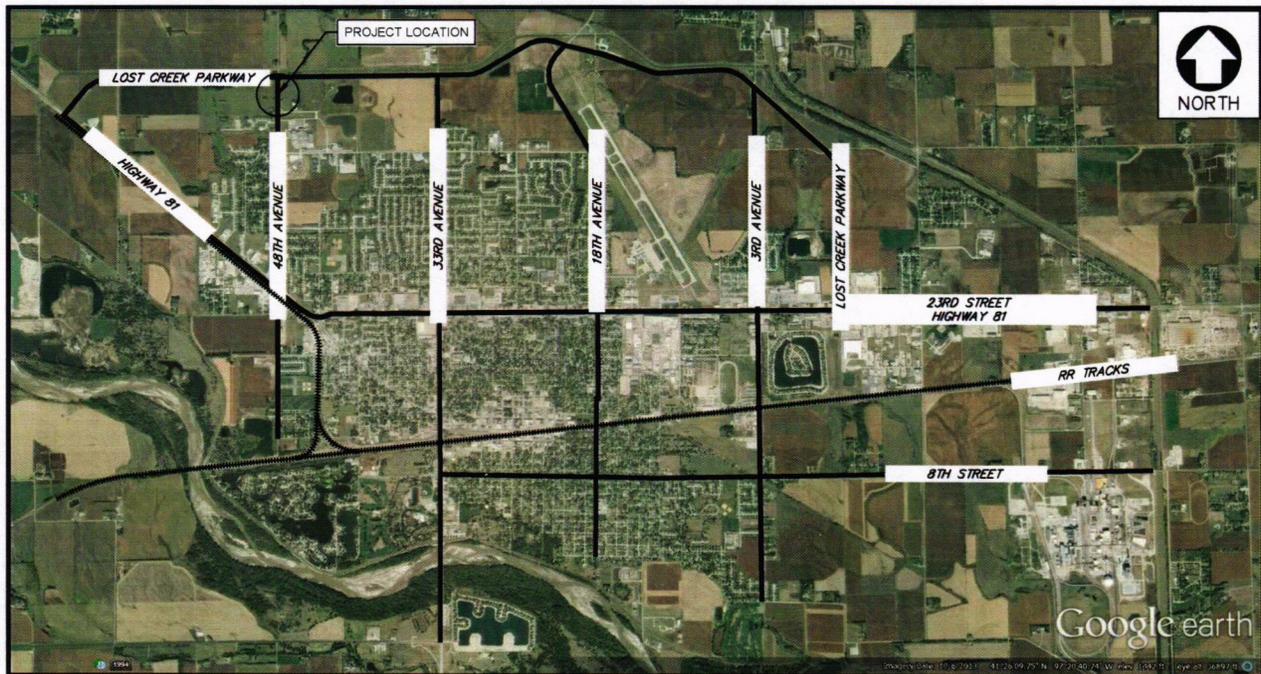
SIGNATURE:

By: 

Approved By: 

The City of **Columbus**
NEBRASKA

48TH AVENUE, 42ND ST TO LCP
SED # 45, WED #63



SITE LOCATION

SITE INDEX

1. 48TH AVENUE FROM 42ND STREET TO LOST CREEK PARKWAY



The City of **Columbus**

PUBLIC WORKS DEPARTMENT
Utility Billing • Water/Sewer Utility • Wastewater • MSW Transfer Station • Street
Director (402) 562-4260 Utility Billing (402) 562-4220

MEMORANDUM

DATE: May 28, 2019
TO: City Administrator / Mayor / City Council
FROM: Chuck Sliva, Public Works Director
SUBJECT: Purchase of 1-2021 or Current Model Year Freightliner 122SD Day Cab Tractor Semi, No trade Bid of \$121,087.00

RECOMMENDATION:

Accept attached low and only bid received for 2021 Freightliner or current model year, 122SD Day Cab Tractor Semi. Bid price is from Truck Center Company of Columbus Ne. No trade bid of \$121,087.00.

DISCUSSION:

Attached you will find the bid documentation related to the purchase of one new Freightliner 122SD Day Cab Tractor Semi. The purchase of this unit was approved in the 18-19 CIP Budget. The MSW Transfer Station CIP #19-249 Budgeted amount is \$120,000.00.

Due to the low trade price offered, the old 2002 Unit will be kept and utilized as a backup unit, as well as site trailer shag unit.

FISCAL IMPACT: CIP budgeted \$121,087.00.

ALTERNATIVES: Retain as a front line unit and endure costly repairs.

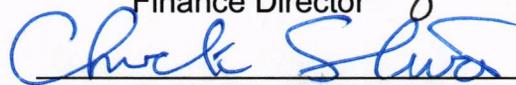
SIGNATURES:

CONCURRENCE:



Finance Director

RECOMMENDATION BY:



Public Works Director

APPROVED BY:



City Administrator



CITY OF COLUMBUS

BID TABULATION

2019 or 2020 MODEL, 90,000 GCW CONVENTIONAL TRUCK - TRACTOR: MAY, 28, 2019 2:00 P.M.

			Contractor: Truck Center Center	Contractor:	Contractor:
			Bid Bond: X	Bid Bond	Bid Bond
<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Unit Price</u>	<u>Unit Price</u>
	With Trade		\$118,587.00 (Year 2021)		
	No Trade		\$121,087.00 (Year 2021)		

RESOLUTION NO. R19-94

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AGREEMENT WITH HDR ENGINEERING, INC. FOR CONSTRUCTION ENGINEERING SERVICES IN AN AMOUNT NOT TO EXCEED \$1,356,802.52 FOR THE 12TH AVENUE VIADUCT PROJECT, PROJECT NO. RRZ-TMT-6061(8); A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

WHEREAS, the City of Columbus is developing a transportation project for which it intends to obtain federal funds; and

WHEREAS, the City of Columbus 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.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the Agreement with HDR Engineering, Inc. for construction engineering services in an amount not to exceed \$1,356,802.52 for the 12th Avenue Viaduct Project No. RRZ-TMT-6061(8), a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and the mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

This resolution shall repeal all resolutions or portions thereof in conflict herewith.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

The City of **Columbus**

MEMORANDUM

DATE: May 29, 2019
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: Professional Services Agreement, Construction Engineering Phase Services for 12th Avenue Viaduct

RECOMMENDATION:

Approval of the Professional Services Agreement, for Construction Engineering Services, for HDR Engineering for the 12th Avenue Viaduct which is Nebraska Department of Transportation (NDOT) Project No. RRZ-TMT-6061(8).

DISCUSSION:

The services are required by the NDOT and Federal Highway Administration in order to follow the Local Public Agency guidelines for use of federal grant funds. Construction Engineering Services include project management, resident project observation, material sampling and testing, traffic control plan, stormwater pollution prevention plan inspections and updates, record drawings, project close out, and related work. HDR subconsultants include Gilmore & Associates and Mid-States Engineering and Testing. Projected project completion in fall 2020 with final close out in 2021.

FISCAL IMPACT:

Maximum not to exceed amount of \$1,356,802.52, which will be part of the City-NDOT Agreement for consulting services. These costs are eligible shared expenses with the NDOT and Union Pacific Railroad along with the City paying a local share. Part of 2018-2019 budget CIP 19-176 with subsequent funding in future FY budgets.

ALTERNATIVE:

None. Required for federal funding.

SIGNATURE:

By: 

Approved By: 

Agreement No.	BK1906
Effective (NTP) Date	2/27/2019
Agreement Amount	SRC \$1,356,802.52

PROFESSIONAL SERVICES AGREEMENT
LPA PROJECTS
CONSTRUCTION ENGINEERING SERVICES

CITY OF COLUMBUS
HDR ENGINEERING, INC.
PROJECT NO. RRZ-TMT-6061(8)
CONTROL NO. 31925
12TH AVE., COLUMBUS

THIS AGREEMENT is between the City of Columbus ("LPA") and HDR Engineering, Inc. ("Consultant"), collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, State is authorized by state law to assist Nebraska Local Public Agencies, hereinafter referred to as LPA or LPAs, with obtaining and expending federal funds for local transportation projects, and

WHEREAS, State is presently assisting LPAs in the development of Federal-aid LPA transportation projects for local streets, roads and facilities, and

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, it is the desire of LPA that the project be constructed under the designation of Project No. RRZ-TMT-6061(8), as evidenced by the Resolution of LPA, attached as Exhibit "A" and incorporated herein by this reference, and

WHEREAS, LPA used a qualification based selection process to select Consultant to provide Construction Engineering services, hereinafter referred to as Services, and

WHEREAS, Consultant is qualified to do business in Nebraska and has met all requirements of the Nebraska Board of Engineers and Architects to provide consultant engineering services in the State of Nebraska, and

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

WHEREAS, Consultant is willing to perform 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 Consultant's costs of Construction Engineering will be eligible for federal reimbursement, and

WHEREAS, LPA and Consultant intend that these Services 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, Consultant should request from LPA or State the contact information for Consultant's primary point of contact for this project, and

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

WHEREAS, Consultant is required to use State provided construction recordkeeping system (Trans•Port SiteManager), for the Services provided under this Agreement, and

WHEREAS, the Parties understand that this Agreement will be posted to a publically accessible database of State agreements pursuant to the requirements Neb.Rev.Stat. § 84-602.04.

NOW THEREFORE, in consideration of these facts and mutual promises, 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” for this Agreement LPA means City of Columbus who has jurisdictional responsibility over the transportation facility that will be the subject of this Agreement with Consultant. In this Agreement, LPA may also be used to refer to all Local Public Agencies, collectively. 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.

“CONSULTANT” means the firm of HDR Engineering and any employees thereof, whose business and mailing address is 8404 Indian Hills Drive, Omaha, Nebraska, 68114.

“SUBCONSULTANT/SUBCONTRACTOR” means the firm of Mid-States Engineering and Testing and any employees thereof, whose business and mailing address is 11 East 11th Street, Kearney, Nebraska, 38847.

“SUBCONSULTANT/SUBCONTRACTOR” means the firm of Gilmore & Associates, Inc. and any employees thereof, whose business and mailing address is 2670 33rd Ave., Columbus, Nebraska, 68602.

“LPA MANUAL” means the Nebraska Department of Transportation’s 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://dot.nebraska.gov/media/6319/lpa-guidelines.pdf>.

“STATE” means the Nebraska Department of Transportation in Lincoln, Nebraska, its Director, or authorized representative. The State will act as an agent of LPA and will represent the interests of the United States Department of Transportation in the development and construction of such LPA’s project when State is managing the project on behalf of the LPA.

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

SECTION 2. *This section has intentionally been left blank.*

SECTION 3. *This section has intentionally been left blank.*

SECTION 4. DURATION OF THIS AGREEMENT

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

SECTION 5. SCOPE OF SERVICES

- 5.1 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 work will be in two parts. Part one of the Scope of Services is contained within the "Basic Scope of Services" set out below. Part two of the Scope of Services is set out on the document attached hereto as Exhibit "A", which is incorporated herein by this reference. The attached Scope of Services will govern over any contrary language in the Basic Scope of Service set out below.
- 5.2 The Scope of Services is Exhibit "A" is the result of the following process:
 - 5.2.1 Consultant was provided the detailed proposed Scope of Services for this project.
 - 5.2.2 Consultant made necessary and appropriate proposed additions, deletions, and revisions to the detailed Scope of Services document.
 - 5.2.3 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".
- 5.3 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 (definition below), and the Manuals (definition below), State and Federal law, rule or regulation and policy. Consultant agrees to provide the services listed on Exhibit "A", for Project RRZ-TMT-6061(8), Control No. 31925, in Platte County, Nebraska.
- 5.4 LPA, or State on behalf of LPA, has the absolute right to add or subtract from the Scope of Services at any time and such action on its part will in no event be deemed a breach of this Task Order. The addition or subtraction will become effective seven days after mailing written notice of such addition or subtraction.

Basic Scope of Services:

- 5.5 Consultant services generally include, but are not limited to: Construction engineering; project management; pre-construction staking; traffic control plans; conducting the preconstruction conference; preparing daily work reports; construction 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 all project communications, including any necessary communication regarding federal-funding project eligibility questions, issues and concerns.
- 5.6 Additionally, Consultant shall review, have a working knowledge of, and conform to the project plans, special provisions, standard specifications (the Standard Specifications for Highway Construction of NDOT (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 be qualified to 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 (2007 Edition). Consultant shall assume that it is responsible for all duties of the "Engineer" unless notified otherwise by LPA, or State on behalf of LPA.
- 5.7 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:
- a. NDOT Construction Manual - Current Edition
 - b. Materials Sampling Guide (NDOT)
 - c. Standard Methods of Tests – 2006 (NDOT)
 - d. The LPA Manual
 - e. The Manual on Uniform Traffic Control Devices
 - f. AASHTO Standard Specifications for Transportation Materials and Methods of Sampling and Testing
 - g. The ASTM Standards
 - h. NDOT Final Review Manual
- 5.8 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 Consultant must provide, 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 LPA, or State on behalf of LPA.

- 5.9 Consultant is required to use Trans•Port Site Manager as the construction record-keeping system for Services under this Agreement.
- 5.10 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 LPA, or State on behalf of LPA, otherwise agree.
- 5.11 The Parties agree that 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, Consultant shall keep the LPA, or State on behalf of LPA, informed about the progress and quality of the portion of the work and shall advise the LPA, or State on behalf of LPA, about observed or measured deficiencies in the work.
- 5.12 Additional Requirements:
 - 5.12.1 Consultant shall advise LPA, or State on behalf of LPA, when it appears any Disadvantaged Business Enterprise (DBE) working on the project is in need of assistance.
 - 5.12.2 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.
 - 5.12.3 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.
 - 5.12.4 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.
 - 5.12.5 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.
 - 5.12.6 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 Agreement.

- 5.12.7 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.
- 5.12.8 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.
- 5.12.9 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 6. NOTICE TO PROCEED AND COMPLETION

- 6.1 Consultant was issued a Notice-to-Proceed effective February 27, 2019.
- 6.2 Services performed by Consultant on the project prior to the date specified in the written Notice to Proceed will not be paid by State.
- 6.3 Consultant shall complete all Services under this Agreement within 60 calendar days from the construction completion date stated on the DR Form 91 "Notification of Contract Completion", and 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 7, 2020, 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 and payment by State.

SECTION 7. STAFFING PLAN (CE)

- 7.1 Consultant has provided LPA and State with Staffing Plan(s), described in Exhibit "B". The Staffing Plan(s) identifies the employees of Consultant and Subconsultant who are anticipated to provide services under this Agreement. Consultant understands that LPA and State are relying on key personnel from the Staffing Plan(s) to be primarily responsible for completing the Services under this Agreement. 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. Consultant and Subconsultant may make occasional temporary changes to the key personnel. However, any permanent change to Consultant's or Subconsultant's key personnel will require prior written approval from LPA, or State on LPA's behalf.

7.2 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 Agreement, with settlement to be made as provided in Exhibit "B",.

SECTION 8. This section has intentionally been left blank.

SECTION 9. NEW EMPLOYEE WORK ELIGIBILITY STATUS

9.1 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.

9.2 The undersigned duly authorized representative of Consultant, by signing this Agreement, hereby attests to the truth of the following certifications, and agrees as follows:

Neb.Rev.Stat. § 4-114. I certify compliance with the provisions of Section 4-114 and, hereby certify that this Consultant shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. I agree to require all subconsultants, by contractual agreement, to require the same registration and verification process.

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

Consultant must complete the United States Citizenship Attestation form and attach it to this Agreement. This form is available on the Department of Road's website at <http://dot.nebraska.gov/media/2802/ndot289.pdf>.

a. 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.

b. 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 10. FEES AND PAYMENTS

10.1 Consultant's fee proposal is attached as Exhibit "B" and incorporated herein by this reference.

- 10.2 The general provisions concerning payment under this Agreement are attached as Exhibit "B".

SECTION 11. CONSULTANT'S PERFORMANCE (CE)

11.1 Standard of Performance

Consultant shall complete the Services under this Agreement exercising the degree of skill, care, and diligence consistent with the applicable professional standards recognized by such profession and observed by national firms performing services of the type provided for in this Agreement. Consultant shall complete the Services exercising good and sound professional judgment and practices. Consultant's Services shall conform to applicable licensing requirements, industry standards, statutes, laws, acts, ordinances, and rules and regulations.

11.2 Quality of Service

Consultant agrees to perform all Services hereunder using qualified personnel consistent with good professional practice in the state of the art involved, and that performance of its personnel will reflect their best professional knowledge, skill, and judgment. Consultant agrees to permit LPA, or State on behalf of LPA, access at all times to the work product for purposes of reviewing same and determining that the Services are being performed in accordance with the terms of this Agreement.

11.3 Performance Evaluation

11.3.1 LPA, or State on behalf of LPA, retains the discretion to conduct an evaluation of Consultant's performance at any time. Consultant's performance may be subject to an evaluation in the following performance categories: (1) communication and cooperation; (2) quality; (3) recordkeeping; (4) timeliness; (5) scope and budget; (6) project manager; and (7) technical performance. Consultant understands that if LPA, or State on behalf of LPA, determines that Consultant's performance is not meeting, has not met, or is at risk of not meeting the Standard of Performance set out herein, LPA, or State on behalf of LPA, may conduct a Consultant Performance Evaluation based on the applicable foregoing performance categories. If LPA, or State on behalf of LPA, chooses to conduct a Consultant Performance Evaluation, LPA, or State on behalf of LPA, will notify Consultant of the evaluation including necessary instructions and procedures for complying with the evaluation.

11.3.2 Consultant shall, to the fullest extent reasonable, implement and make modifications and changes in response to the evaluation, correct deficiencies, implement improvements, and improve performance to comply with the terms of this Agreement in response to the Performance Evaluation. LPA's or State's remedies for substandard performance will apply even in the absence of a Consultant Performance Evaluation.

11.4 LPA's or State's Remedies for Substandard Performance

Upon notice of substandard performance of Services revealed during or after the construction of the project, Consultant shall re-perform the Services at no cost to LPA or State. Further, Consultant shall reimburse LPA or State for any costs incurred by LPA or State for necessary remedial work. Consultant shall respond to LPA's or State's notice

of any errors, omissions, or negligence within twenty four (24) hours and give immediate attention to necessary corrections to minimize any delays to the project. This may involve visits by Consultant to the project site, if directed by LPA or State. If Consultant discovers errors, omissions, or negligence in its Services, Consultant shall notify LPA and State of the errors within three (3) business days. Failure of Consultant to notify LPA and State constitutes a breach of this Agreement.

If Consultant fails to re-perform the Services, or if LPA or State determines that Consultant will be unable to correct substandard Services before the time specified for completion in this Agreement, LPA or State may correct such unsatisfactory Services; or may use third parties and charge Consultant for the costs incurred.

If LPA or State requires Consultant to remedy any deficiencies in the Services, Consultant shall make such corrections at no additional cost to LPA or State. Any increase or decrease in the scope of the Services or any modification of the specifications will be made only by written agreement signed by the Parties. Consultant shall bear legal liability for all damages incurred by LPA or State caused by Consultant's errors, omissions, or negligent acts without liability or expense to LPA or State. The rights and remedies of LPA or State provided herein are in addition to any other remedies provided by law.

SECTION 12. CONSULTANT'S ACCOUNTABILITY FOR ITS SERVICES (LPA)

- 12.1 Consultant agrees that LPA and State will rely on the professional training, experience, performance and ability of Consultant. Consultant agrees that examination by LPA, State, or Federal Highway Administration of the United States Department of Transportation (FHWA), approval, acceptance, use of, or acquiescence in Consultant's Services, will not be considered a full and comprehensive examination and will not be considered approval of Consultant's Services that would relieve Consultant from liability or expense connected with Consultant's sole responsibility for the propriety and integrity of Consultant's Services pursuant to this Agreement. Consultant agrees that LPA's or State's declining to approve Consultant's services will not be deemed an acceptance of defective Services or relieve Consultant of its obligations and liabilities with respect to such Services.
- 12.2 Consultant agrees that acceptance or approval of any of the Services of Consultant by LPA or State or of payment, partial or final, will not constitute a waiver of any rights of LPA or State to recover from Consultant damages caused by Consultant due to error, omission, or negligence of Consultant in its Services.

SECTION 13. DISPUTES

Any dispute concerning a question of fact in connection with the work will be addressed in accordance with LPA Manual Section 4.4.3.5 DISPUTE RESOLUTION.

SECTION 14. SUSPENSION OR TERMINATION (CE 2-25-16)

14.1 Suspension or Termination

LPA or State, on LPA's behalf, has the absolute right to suspend the work, or terminate this Agreement at any time and for any reason and such action on its part will in no

event be deemed a breach of this Agreement. Without limiting the rights set out in this section, the following is a non-exclusive list of the examples of the circumstances under which LPA or State may suspend or terminate this Agreement:

- a. A loss, elimination, decrease, or re-allocation of funds that make it difficult, unlikely or impossible to have sufficient funding for the Services or the project;
- b. The Services or the project are abandoned for any reason;
- c. Funding priorities have changed;
- d. LPA's or State's interests are best protected by suspension or termination of this Agreement;
- e. Consultant fails to meet the schedule, milestones, or deadlines established in this Agreement or agreed to in writing by the Parties;
- f. Consultant fails to provide acceptable replacement personnel or qualified new personnel;
- 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 Agreement;
- j. Consultant's breach of a provision of this Agreement or failure to meet a condition of this Agreement;
- 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;

14.2 *This section has intentionally been left blank.*

14.3 Suspension

- a. Suspension for Convenience. If LPA or State, on LPA's behalf, suspends the work for convenience, Consultant will be given 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 and State 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 the work for cause or for issues related to performance, responsiveness or quality that must be corrected by Consultant, Consultant will be given notice of the date of suspension, which date will be no fewer than three (3) business days after notice is given. The notice of suspension 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 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 and State. Failure to correct the deficiencies identified in a suspension will be grounds for termination of this Agreement.

14.4 Termination

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

14.5 Compensation upon suspension or termination

If LPA or State, on LPA's behalf, suspends the work or terminates the Agreement 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 Agreement, LPA or State, on LPA's behalf, will have the power to suspend payments, pending Consultant's compliance with the provisions of this Agreement. In the event of termination of this Agreement for cause, LPA or State, on LPA's behalf, may make the compensation adjustments set out in Exhibit "B".

SECTION 15. OWNERSHIP OF DOCUMENTS

- 15.1 All surveys, maps, studies, reports, computations, charts, plans, specifications, electronic data, shop drawings, diaries, field books, and other project documents prepared or obtained under the terms of this Agreement are the property of LPA. Consultant shall deliver these documents to LPA at the conclusion of the project for inclusion in LPA's federal-aid file.
- 15.2 LPA acknowledges that such data may not be appropriate for use on an extension of the services 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 LPA's sole risk and without legal exposure or liability to Consultant.
- 15.3 Further, Consultant shall keep time sheets and payroll documents in Consultant's files for at least three years from the completion of final cost settlement by FHWA and project closeout by State.

SECTION 16. CONFLICT OF INTEREST LAWS

Consultant 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 LPA's project to remain fully eligible for federal funding. By signing this Agreement, Consultant certifies that Consultant is not aware of any financial or other interest Consultant has that would violate the terms of these federal provisions.

SECTION 17. USE AND/OR RELEASE OF PRIVILEGED OR CONFIDENTIAL INFORMATION

- 17.1 Certain information provided by LPA or State to Consultant is confidential information contained within privileged documents protected by 23 U.S.C. §409. "Confidential

information" means any information that is protected from disclosure pursuant to state and federal law and includes, but is not limited to, accident summary information, certain accident reports, diagnostic evaluations, bridge inspection reports, and any other documentation or information that corresponds with said evaluations or reports, and any other information protected by 23 U.S.C. §409. "Privileged document" means any document pertaining to any file or project maintained by LPA or State that is privileged and protected from disclosure, pursuant to appropriate state and federal law, including any document containing attorney-client communications between an LPA or State employee and Legal Counsel. This confidential and privileged information is vital and essential to Consultant in order that Consultant adequately design the project at hand on behalf of LPA or State.

- 17.2 Consultant agrees it will only use any information or documentation that is considered to be privileged or confidential for the purposes of executing the services by which it has agreed to render for LPA or State for the project at hand only. Consultant agrees not to reveal, disseminate, or provide copies of any document that is confidential and privileged to any individual or entity. LPA or State agrees that any information or documentation that is considered to be privileged or confidential that is provided to Consultant will be marked with the following information (Approved 11/4/11):

“**CONFIDENTIAL INFORMATION:** Federal Law, 23 U.S.C §409, prohibits the production of this document or its contents in discovery or its use in evidence in a State or Federal Court. The State of Nebraska [or LPA] has not waived any privilege it may assert as provided by that law through the dissemination of this document and has not authorized further distribution of this document or its contents to anyone other than the original recipient.”

- 17.3 Consultant agrees to obtain the written approval of LPA and State prior to the dissemination of any privileged or confidential information or documentation if it is unclear to Consultant whether such information or documentation is in fact privileged or confidential.
- 17.4 Consultant and LPA or State agree that any unauthorized dissemination of any privileged or confidential information or documentation on the part of Consultant will create liability on the part of Consultant to LPA or State for any damages that may occur as a result of the unauthorized dissemination. Consultant agrees to hold harmless, indemnify, and release LPA or State from any liability that may ensue on the part of LPA or State for any unauthorized dissemination of any privileged or confidential information or documentation on the part of Consultant.

SECTION 18. FORBIDDING USE OF OUTSIDE AGENTS (Standard provision)

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, LPA or State has the right to annul this Agreement without liability or, in its discretion, to deduct

from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

SECTION 19. GENERAL COMPLIANCE WITH LAWS

Consultant agrees to comply with all federal, state, and local laws and ordinances applicable to the work in effect at the time of the work. If Consultant is found to have been in violation of any applicable federal, state, or local laws and ordinances, such violation may be the basis for the suspension or termination under this Agreement.

SECTION 20. RESPONSIBILITY FOR CLAIMS AND LIABILITY INSURANCE (1-24-12)

- 20.1 Consultant agrees to hold harmless LPA and State from all claims and liability due to the error, omission, or negligence of Consultant or Consultant's agents or employees in the performance of services under this Agreement. It is expected that in carrying out the work under this Agreement, Consultant will make various decisions and judgments and Consultant will determine what actions are required by Consultant and by others to properly complete the work. Nothing in this Agreement shall be interpreted to relieve Consultant from any liability it would otherwise have to LPA or State in carrying out the work under this Agreement.
- 20.2 For the duration of this Agreement, Consultant shall carry insurance as outlined in Exhibit "C", attached and incorporated herein by this reference. In any contract Consultant has with a subconsultant, Consultant shall require that subconsultant meet the insurance requirements outlined in Exhibit "C".

SECTION 21. COORDINATING PROFESSIONAL AND PROFESSIONAL REGISTRATION

(2-1-18)

21.1 Coordinating Professional:

To the extent of any design work applicable to the Services under this Agreement, the following Coordinating Professional language applies:

If LPA's project involves more than one licensed professional engineer, LPA shall designate a Coordinating Professional (defined in Neb.Rev.Stat. § 81-3408) for this project as required by Neb.Rev.Stat. § 81-3437.02 of the Nebraska Engineers and Architects Regulation Act (Neb.Rev.Stat § 81-3104 et seq.). The Coordinating Professional will apply his or her seal and signature and the date to the cover sheet of all documents and denote the seal as that of the Coordinating Professional. The Coordinating Professional will verify that all design disciplines involved in the project are working in coordination with one another, and that any changes made to the design are approved by the corresponding discipline. Consultant agrees to cooperate with the designated Coordinating Professional to meet the requirements of state law.

Consultant further agrees to contractually require its subconsultants to cooperate with the designated Coordinating Professional.

If Consultant's engineer has been identified as the Coordinating Professional for this project, and, for whatever reason, the designated Coordinating Professional is no longer assigned to the project, Consultant shall provide LPA written notice of the name of the replacement within 10 business days.

21.2 Professional Registration:

To the extent the work requires engineering services, Consultant shall affix and sign the seal of a registered professional engineer or architect licensed to practice in the State of Nebraska, on all applicable documents, plans, specifications, and reports prepared under any Agreements as required by the Nebraska Engineers and Architects Regulations Act.

SECTION 22. SUCCESSORS AND ASSIGNS

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

SECTION 23. DRUG-FREE WORKPLACE POLICY

Consultant shall have an acceptable and current drug-free workplace policy on file with State and LPA.

SECTION 24. FAIR EMPLOYMENT PRACTICES ACT

Consultant agrees to abide by the Nebraska Fair Employment Practices Act, as provided by Neb.Rev.Stat. §§ 48-1101 through 48-1126.

SECTION 25. DISABILITIES ACT

Consultant agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-366), as implemented by 28 CFR 35.

SECTION 26. DISADVANTAGED BUSINESS ENTERPRISES

- 26.1 Consultant shall ensure that disadvantaged business enterprises, as defined in 49 CFR 26, have the maximum opportunity to compete for and participate in the performance of subagreements financed in whole or in part with federal funds under this Agreement.
- 26.2 Consultant shall not discriminate on the basis of race, color, sex, age, disability, or national origin in the award and performance of FHWA-assisted contracts. Failure of Consultant to carry out the requirements set forth above will constitute a breach of this Agreement and, after the notification of the FHWA, may result in termination of this Agreement by LPA or State or such remedy as LPA or State deem appropriate.

SECTION 27. TITLE VI NONDISCRIMINATION CLAUSES

27.1 Compliance with Regulations:

During the performance of this Agreement, Consultant, for itself and its assignees and successors in interest, agrees to comply with the regulations of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 CFR 21 and 27, hereinafter referred to as the Regulations).

27.2 Nondiscrimination:

Consultant, with regard to the work performed by it after award and prior to completion of this Agreement, shall not discriminate on the basis of race, color, sex, age, disability, or national origin in the selection and retention of Subconsultants, including procurements of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5, including employment

practices when the agreement covers a program set forth in Appendixes A, B, and C of 49 CFR 21.

27.3 Solicitations for Subagreements, Including Procurements of Materials and Equipment:

In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subagreement, including procurements of materials or equipment, each potential subconsultant or supplier shall be notified by Consultant of Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of race, color, sex, age, disability, or national origin.

27.4 Information and Reports:

Consultant shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by LPA, State or FHWA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall certify to LPA, State or FHWA, as appropriate, and set forth what efforts it has made to obtain the information.

27.5 Sanctions for Noncompliance:

In the event of Consultant's noncompliance with the nondiscrimination provisions of this Agreement, LPA will impose such agreement sanctions as it or State and FHWA may determine to be appropriate, including but not limited to withholding of payments to Consultant under this Agreement until Consultant complies, and/or cancellation, termination, or suspension of this Agreement, in whole or in part.

27.6 Incorporation of Provisions:

Consultant shall include the provisions of subsections 27.1 through 27.5 of this Agreement in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. Consultant shall take such action with respect to any subagreement or procurement as LPA, State or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event a Consultant becomes involved in or is threatened with litigation with a subconsultant/ Subcontractor as a result of such direction, Consultant may request that LPA or State enter into such litigation to protect the interests of LPA or State and, in addition, Consultant may request that LPA, State and the United States enter into such litigation to protect the interests of LPA, State, and the United States.

SECTION 28. SUBLETTING, ASSIGNMENT, OR TRANSFER

28.1 The Subconsultant will provide <description of subconsultant services>.

28.2 Any other subletting, assignment, or transfer of any professional services to be performed by Consultant is hereby prohibited unless prior written consent of State, on LPA's behalf is obtained.

28.3 At LPA's or State's discretion, Consultant may enter into an agreement with any subconsultants/subcontractors for work covered under this Agreement. All subconsultant/subcontractor agreements for work covered under this Agreement must

contain identical or substantially similar provisions to those in this Agreement. No right-of-action against LPA or State will accrue to any Subconsultant/Subcontractor by reason of this Agreement.

- 28.4 As outlined in SECTION 26. DISADVANTAGED BUSINESS ENTERPRISES, Consultant shall take all necessary and reasonable steps to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform subagreements. Any written request to sublet any other services must include documentation of efforts to employ a disadvantaged business enterprise.

SECTION 29. CONSULTANT CERTIFICATIONS

The undersigned duly authorized representative of Consultant, by signing this Agreement, hereby swears, under the penalty of law, to the best of my knowledge and belief, the truth of the following certifications, and agrees as follows:

- 29.1 Neb.Rev.Stat. § 81-1715(1). I certify compliance with the provisions of Section 81-1715 and, to the extent that this Agreement is a lump sum, actual cost-plus-fixed-fee, or specific rates of compensation type professional service Agreement, I hereby certify that wage rates and other factual unit costs supporting the fees in this Agreement are accurate, complete, and current as of the date of this Agreement. I agree that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which State determines the contract price had been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.
- 29.2 Neb.Rev.Stat. §§ 81-1717 and 1718. I hereby certify compliance with the provisions of Sections 81-1717 and 1718 and, except as noted below, neither I nor any person associated with the firm in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position involving the administration of federal funds:
- a. Has employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this Agreement, or
 - b. Has agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out this Agreement, or
 - c. Has paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with procuring or carrying out this Agreement, except as here expressly stated (if any).
- 29.3 Certification Regarding Debarment, Suspension, and Other Responsibility Matters- Primary Covered Transactions. Section 29.3a below contains 10 instructions that consultant agrees to follow in making the certifications contained in 29.3b.
- a. Instructions for Certification
 1. By signing this Agreement, Consultant is providing the certification set out below.
 2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this project. Consultant shall submit an explanation of why it cannot provide the certification set out below. The

certification or explanation will be considered in connection with State's determination whether to enter into this Agreement. However, failure of Consultant to furnish a certification or an explanation will disqualify Consultant from participation in this Agreement.

3. The certification in this clause is a material representation of fact upon which reliance was placed when State determined to enter into this Agreement. If it is later determined that Consultant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, State may terminate this Agreement for cause or default.
4. Consultant shall provide immediate written notice to State if at any time Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549 – Debarment and suspension. Exec. Order No. 12,549, 51 Fed. Reg. 6370 (1986).
6. Consultant agrees that should the proposed covered transaction be entered into, it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by State before entering into this Agreement.
7. Consultant further agrees to include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by State without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. Consultant in a covered transaction may rely upon a certification of a prospective Subconsultant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Consultant may decide the method and frequency by which it determines the eligibility of its principals.
9. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6. of these instructions, if Consultant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, State may terminate this Agreement for cause or default.

b. Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. By signing this Agreement, Consultant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 1.b) above; and
 - d) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
2. Where Consultant is unable to certify to any of the statements in this certification, such Consultant shall attach an explanation to this Agreement. I acknowledge that this certification is to be furnished to State and the FHWA 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 30. LPA CERTIFICATION

- 30.1 By signing this Agreement, 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 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.
- 30.2 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 31. ENTIRE AGREEMENT

This instrument including all exhibits and incorporations specified herein, constitutes the entire 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.

Exhibit "A"
SCOPE OF SERVICES

CONSTRUCTION ENGINEERING
For

Project Name: UPRR/12TH AVE, COLUMBUS
Project Number: RRZ-TMT-6061(8)
Control Number: 31925

A. PROJECT DESCRIPTION

This scope provides for construction engineering services for 12th Avenue, Columbus, Nebraska in Platte County. The project consists of the following improvements: Grading, MSE wall construction, concrete pavement, drainage structures, a vehicular bridge with Pedestrian access and other miscellaneous items such as fencing and guardrail. The 12th Avenue project starts just to the South of 10th Street and ends at 16th Street. The 12th Avenue Project will close the existing at-grade crossing at 12th Avenue and a grade separated crossing for 12th Avenue over UPRR will be constructed to accommodate both vehicular and pedestrian traffic.

HDR Engineering, Inc., (Consultant) shall serve as agent for the City of Columbus, (LPA), representing the LPA in all matters related to construction engineering services for this project.

It shall be the responsibility of the Consultant to administer, monitor, and inspect construction such that the project is constructed in general conformity with the plans, specifications, and special provisions.

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

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

D. CONSULTANT SHALL PROVIDE

1. Project Management and Coordination. 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.

2. Meetings. 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 weekly 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 **76** Construction Progress 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 **78** trips to the project site for meetings.

3. Traffic Control Plan (TCP). Consultant shall prepare traffic control plans for the project sites. 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). The contract plans depict TCP for the different phasing. However, nominal time was included in the fee proposal to develop a TCP for phasing that might be different than the plan phasing that will meet the requirement of this task as stated previously.
 - 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 ½" or greater rain event according to permit regulations. The Storm Water Pollution Prevention Plan (SWPPP) Manual shall be updated according to NDOT and/or LPA requirements.

- 4.1 Conduct Inspections as required
- 4.2 Update SWPPP Manual and Temporary Erosion Control Plan
- 4.3 Assume 0 trips to the project site for SWPP Inspections. Project resident will perform the inspection while on site.

All SWPPP inspections and manual updates will be performed by the full time inspector on site. Therefore, no additional time is assumed for this task.

5. Construction Survey/Staking. The following tasks are required if the Consultant is providing Construction Surveying and Staking. No additional time is shown for this task since Consultant is not providing Construction Survey and Staking for this project. ~~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 sections for new culverts before providing a Culvert Order List to Contractor.~~
- ~~5.8 Stake fence relocations 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 40 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's payment.~~

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

Nominal time was allocated to this task for the construction consultation to resolve any field issues that might come during the progress of construction. In addition, this task would include costs associated for minor plan revisions,

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. (Survey shots is a contractor scope of work)
 - Elevations and rod readings need to be recorded by Consultant Contractor and submitted to PE HDR 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. 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. 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.

This task assumes that only one full time inspector will be required for this project. Additional inspection staff are assumed to be needed on occasions, when multiple and concurrent construction activities require inspection. The additional inspector(s) will be provided by HDR sub consultant (Gilmore and Associates), who is a local engineering firm. The fee proposal includes nominal amount for the additional inspector(s) on an on-call basis.

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 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 staff to ensure verify 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 ~~two~~ trips to the site for construction inspection

10. Perform Material Sampling and Testing (By MID-STATE Engineering & Testing, Inc.). 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 (by NDOT)

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 trips to the project site for Material Sampling and Testing.~~ See additional scope provided Mid-State for assumptions for fee development.
11. As-Built Drawings. 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. 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. Assist RC with 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)
 - Final Cross Sections (by Gilmore and Associates)

14. Shop Drawing and Submittal Reviews. HDR will provide engineering review of shop drawings for ~~the new bridge construction~~ working drawings required by the contractor to control his/her work. A listing of all assumed shop drawings is included in the fee proposal.

Also included is the review of all submittals required by the contract documents. A listing of all assumed submittals is included in the fee proposal.

15. Crack and Damage Survey: The contract documents require the contractor to hire an independent subcontractor to engage in a pre-construction and post-construction property damage survey for the Loup Power District building located at 1350 12th Avenue, Columbus, Nebraska. This task will include the following:

- 15.1 Pre construction survey: Accompany independent contractor to building site and observe operation.
- 15.2 Review initial survey report
- 15.3 Post Construction Survey: Accompany independent contractor to building site and observe operation.
- 15.4 Review final survey report

E. SCHEDULE

- 1. Notice to Proceed:
- 2. The Consultant shall provide a schedule of activities and deliverables upon award

Staffing Plan (SRC) Construction Engineering

Project Name: 12th Ave, Columbus,
Consultant: HDR Engineering, Inc
Consultant PM: Hussein Khalil
NDOR PC: _____
Date: February 6, 2019

Project Number: RRZ-TMT-6061(8)
Control Number: 31925



#	Code	Classification	#	Code	Classification
1	PR	Principal	6	SCM	Survey Crew Member
2	PM	Project Manager	7	INS1	Inspector 1
3	ENG	Engineer	8	INS2	Inspector 2
4	DES	Designer/CADD Tech	9	ADM	Administrative
5	SCC	Survey Crew Chief	10	UD	Enviromental / Biologist

Overhead Rate^[1]	153.64%
Fee for Profit Rate^[2]	11.40%
FCCM (if applicable)	0.40%

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
Principal				
_____	_____	_____	_____	_____
Specific Rate for Classification:				
Project Manager				
Hussein Khalil	Construction Services Section Mar	\$87.08	\$246.05	90%
Phil Rossbach	Senior Structural Engineer	\$89.56	\$253.06	10%
Specific Rate for Classification: \$246.75				
Engineer				
Nick Lampe	Bridge Engineer	\$54.01	\$152.61	60%
Todd Horton	Senior Bridge Engineer	\$86.99	\$245.79	35%
Patrick Poepsel	Geotechnical Engineer	\$81.98	\$231.64	5%
Specific Rate for Classification: \$189.17				
Designer/CADD Tech				
Eric Sorens	Cadd Technician	\$28.89	\$81.63	100%
Specific Rate for Classification: \$81.63				
Survey Crew Chief				
_____	_____	_____	_____	_____
Specific Rate for Classification:				
Survey Crew Member				
_____	_____	_____	_____	_____
Specific Rate for Classification:				
Inspector 1				
Robert Eklund	Field Represenatsave	\$34.49	\$97.45	100%
Specific Rate for Classification: \$97.45				
Inspector 2				
_____	_____	_____	_____	_____
Specific Rate for Classification:				
Administrative				
Theresa McKinley	Project Controller	\$46.02	\$130.03	80%
Mary Duffy	Admin Assistant	\$22.68	\$64.08	20%
Specific Rate for Classification: \$116.84				
Enviromental / Biologist				
Quinn Damgaard	Enviromental Scientist	\$52.22	\$147.55	100%
Specific Rate for Classification: \$147.55				

Consultant's Estimate of Hours

Construction Engineering

Project Name: 12th Ave, Columbus,
Consultant: HDR Engineering, Inc
Consultant PM: Hussein Khalil
NDOR PC:

Project Number: RRZ-TMT-6061(8)
Control Number: 31925

Date: February 6, 2019

TASKS	PERSONNEL CLASSIFICATIONS										Total
	PR	PM	ENG	DES	SCC	SCM	INS1	INS2	ADM	UD	
1. Project Management & Coordination		501									501
1.1 Project Management		501									501
2. Meetings		303					58		3	5	369
2.1 Construction Inspection Planning Meeting		1					1				2
2.2 Pre-Construction Meeting											
2.2 a Review plans and specifications		12					40			4	56
2.2 b Develop pre-con Agenda		3					8		1	1	13
2.2 c Hold pre- con Meeting		2					2				4
2.2 D Develop Minutes		1					2		2		5
2.3 Construction Progress Meetings											
2.3a April 2019 thru October 2020		76									76
2.4 Public Meeting (If Required)											
2.5 Trips to Site (Travel Time) for Meetings		208					5				213
3. Traffic Control Plan		3	9	2							14
3.1 Prepare Traffic Control Plan		2	8	2							12
3.2 Review Traffic Ctrl Plan (If completed by Contractor)											
3.3 Sign and Submit Plans to the RC		1	1								2
4. SWPPP Inspections/Manual Updates											
5. Construction Survey/Staking											
6. Construction Consultation/Site Manager & Daily Work Report (DWR)		67	240	114							421
6.1 Construction Consultation/Site Manager & DWR											
6.1a Construction Consultation		17	190	114							321
6.1 b Site Manager											
6.1 c DWR											
6.1d Travel to Site		50	50								100

TASKS	PERSONNEL CLASSIFICATIONS										Total
	PR	PM	ENG	DES	SCC	SCM	INS1	INS2	ADM	UD	
7. Girder Shim Surveying (Bridge Projs Only)		5	48								53
7.1 Girder Shim Surveying											
7.1a Develop, review and QC Shim Forms		3	40								43
7.1b Calculate, review and QC Shim output		2	8								10
8. Perform Bearing Calculations		1	6								7
8.1 Perform Bearing Calculations		1	6								7
9. Construction Inspection		646					5851			77	6574
9.1 Construction Inspection											
March 2019		10					80			1	91
April 2019 thru June 2019		65					693			3	761
July 2019 thru September 2019		65					770			3	838
October 2019 thru December 2019		61					592			3	656
January 2020 thru March 2020		64					624			3	691
April 2020 thru June 2020		65					693			3	761
July 2020 thru September 2020		65					770			3	838
October 2020 thru November 8, 2020		27					264			2	293
9.4 Trips to Site (Travel Time) for Const Inspection		224					1365			56	1645
10. Perform Material Sampling and Testing											
11. As-Built Drawings		4	40				40				84
11.1 Prepare As-Built Drawings		4	40				40				84
12. Final Inspections		13	13				16				42
12.1 Walkthrough of Site and Preparation of Punch List		4	4				8				16
12.2 Review Project to verify Punch List has been completed		4	4				8				16
12.3 Trips to Site (Travel Time)		5	5								10
13. Project Closeout			16	16			80				112
13.1 Project Closeout			16	16			80				112
14. Shop Drawing and Submittal Reviews		81	456	122							659
14.1 Shop Drawing Review		61	366	122							549
14.2 Submittal Review		20	90								110
15. Crack and Damage Survey		4	29								33
15.1 Pre Construction Survey		1	8								9
15.2 Review Initial Survey Report		1	4								5
15.3 Post Construction Survey		1	8								9
15.4 Review Final Survey Report		1	4								5
Travel time			5								5
Total Days		204	107	31.8			756		0.4	10	1109
Total Hours		1628	857	254			6045		3	82	8,869.0

Direct Expenses

Construction Engineering

Project Name: 12th Ave, Columbus,
Consultant: HDR Engineering, Inc
Consultant PM: Hussein Khalil
NDOR PC: _____
Date: February 6, 2019

Project Number: RRZ-TMT-6061(8)
Control Number: 31925

Subconsultants:			Amount			
Gilmore and Associates (surveying/ 2nd Inspector)			\$25,800.00			
Mid States (Materials sampling and Testing)			\$57,450.00			
Subtotal			\$83,250.00			
Printing and Reproduction:		Qty	Unit Cost	Amount		
250 - 34"x22" plan sheets plotted 2 times @ \$0.7/plot		500	\$0.70	\$350.00		
250 - 11"x17" half size plan sheets plotted 10 times @ \$0.09/sheet		2500	\$0.09	\$225.00		
5,000 black & white copies @ \$0.045/sheet		5000	\$0.05	\$225.00		
2,000 color copies @ \$0.045/sheet		2000	\$0.05	\$90.00		
Subtotal			\$890.00			
Mileage/Travel:		Qty	Unit Cost	Amount		
Meetings -Travel to project site from Home office for Meetings (company Veh		12764	\$0.75	\$9,573.00		
Construction Consultation		5992	\$0.58	\$3,475.36		
Construction Inspection - PM travel		13423	\$0.58	\$7,785.34		
Construction Inspection (Company Vehicle)		84354	\$0.75	\$63,265.50		
Construction Inspection - Enviromental /biologist travel, home office to site		3355	\$0.58	\$1,945.90		
Final Inspection		599	\$0.58	\$347.42		
Crack Inspection Survey		299	\$0.58	\$173.42		
Subtotal			\$86,565.94			
Lodging/Meals:		Qty	Unit Cost	Amount		
Subtotal						
Other Miscellaneous Costs:		Qty	Unit Cost	Amount		
Subtotal						
Material Testing:	Qty	Unit Cost	Material Testing:	Qty	Unit Cost	Amount
Subtotal						
TOTAL DIRECT EXPENSES						\$170,705.94

Project Cost & Breakdown

Construction Engineering

Project Name: 12th Ave, Columbus,
Consultant: HDR Engineering, Inc
Consultant PM: Hussein Khalil
NDOR PC:
Date: February 6, 2019

Project Number: RRZ-TMT-6061(8)
Control Number: 31925

LABOR COSTS			
Classification	Hours	Specific Rate	Amount
Principal			
Project Manager	1,628	\$246.75	\$401,709.00
Engineer	857	\$189.17	\$162,118.69
Designer/CADD Tech	254	\$81.63	\$20,734.02
Survey Crew Chief			
Survey Crew Member			
Inspector 1	6,045	\$97.45	\$589,085.25
Inspector 2			
Administrative	3	\$116.84	\$350.52
Enviromental / Biologist	82	\$147.55	\$12,099.10
		Subtotal	\$1,186,096.58

DIRECT EXPENSES	Amount
Subconsultants:	\$83,250.00
Printing And Reproduction:	\$890.00
Mileage/Travel:	\$86,565.94
Lodging/Meals:	
Material Testing:	
	Subtotal
	\$170,705.94

TOTAL PROJECT COSTS	Amount
Labor Costs	\$1,186,096.58
Direct Expenses	\$170,705.94
	TOTAL COST
	\$1,356,802.52

LABOR COST BY MAJOR TASKS	Direct Labor	Amount
1. Project Management & Coordination	\$123,621.75	\$123,621.75
2. Meetings	\$81,505.62	\$81,505.62
3. Traffic Control Plan	\$2,606.04	\$2,606.04
4. SWPPP Inspections/Manual Updates		
5. Construction Survey/Staking		
6. Construction Consultation/Site Manager & Daily	\$71,238.87	\$71,238.87
7. Girder Shim Surveying (Bridge Projs Only)	\$10,313.91	\$10,313.91
8. Perform Bearing Calculations	\$1,381.77	\$1,381.77
9. Construction Inspection	\$740,941.80	\$740,941.80
10. Perform Material Sampling and Testing		
11. As-Built Drawings	\$12,451.80	\$12,451.80
12. Final Inspections	\$7,226.16	\$7,226.16
13. Project Closeout	\$12,128.80	\$12,128.80
14. Shop Drawing and Submittal Reviews	\$116,207.13	\$116,207.13
	\$1,179,623.65	\$1,179,623.65

SHOP DRAWINGS

Estimated Shop Drawing Count

ITEM	ESTIMATED NUMBER OF SHOP DRAWINGS	
Special Plan No. 1		
Structural Steel for Superstructure		
	Framing Layout Dimensions	2
	Piece Mark Key Plan	2
	Camber and Blocking Diagram	4
	Web Cutting Diagram	65
	Girder Field Section Detail	65
	Cross Frame Details	4
	Stiffener Details	2
	Field Splice Details	3
	Shop Notes	1
Bearing Devices & Anchor Bolts		2
Deck Expansion Joints		
	Location Plan	1
	Modular Joint @ Abut. No. 1	2
	Modular joint @ Abut. No. 2	2
	Barrier slider Plate Details	2
Light Pole Anchorages		2
Deck Drains		11
Anti-graffiti Coating		2
Luminaires		4
Control Cabinet		5
Poles		6
Wire		2
Conduit		8
Pull Boxes & Junction Boxes		8
Special Plan No. 1C		
MSE Walls		
	MSE Wall 1	3
	MSE Wall 2	3
	MSE Wall 3	3
	MSE Wall 4	3
	MSE Wall 5	3
	MSE Wall 6	3
	MSE Wall Details	2
Special Plan 9C - 12C, Inlets		
Area Inlets		6
Manholes		8
Junction Boxes		1
Manhole Rings and Covers		
Manhole Rings		1
Misc. Roadway Items Requiring Shop Plan Review		
Chain Link Fence		3
Total Number of shop drawing		244

65 different field pieces @ 1 per sheet

Bridge Piers and walls lumped together

Shop Drawing Manhour Summary

Labor Category	Hours / Shop Dwg.	x	Number of Shop Dwg	Total
Project Manager / Senior Enginr	0.25	x	244	61
Project Engineer	1.5	x	244	366
Drafter / Technician	0.5	x	244	122
Total Number of Hours =			549	

MID-STATE
ENGINEERING &
TESTING, INC.

January 30, 2019

Mr. Hussein Khalil
HDR Engineering
8404 Indian Hills Drive
Omaha, NE. 68114-4049

RE: Quality Control Cost Estimate
UPRR/12th Ave
NDOR Project No. RRZ-TMT-6061(8)
Columbus, Nebraska

Dear Mr. Khalil,

Mid-State Engineering & Testing, Inc. would be pleased to work as a sub-consultant to perform QA/QC testing for the 12th Avenue Viaduct Bridge project in Columbus, NE.

Based on the provided plans, it's our understanding construction will consist of approximately 4,000 l.f. of reconstruction along 12th Avenue. Significant line items include:

- 10,118 yd³ of embankment fill
- 9,992 yd³ of granular MSE Wall backfill
- 14,103 yd² of subgrade preparation
- 14,103 yd² of aggregate foundation coarse (4")
- 3,171 yd² of 47B-3500 – sidewalk/driveway concrete
- 14,103 yd² of 47B-4000 - 10" concrete pavement
- 3,254 yd³ of 47BD-4000 and 47B-3000 – bridge
- Curbs, barriers, pipe and other appurtenant construction

All Quality Control testing will be performed according to current NDOR Sampling Guide based on Material Required Document list provided by HDR. This cost estimate includes field quality control that will include compaction (Moisture-Density) testing of all fill materials, approval of subgrades, concrete sampling and testing as required by NDOR and laboratory analysis of the fill and concrete test cylinders.

All work for this project would be invoiced at the following unit rates:

PROFESSIONAL SERVICES

Senior Engineer (P.E.).....	\$120.00/hour
Professional Engineer (P.E.).....	105.00/hour
Project Engineer (E.I.T.).....	80.00/hour

11 EAST 11TH STREET
KEARNEY, NEBRASKA 68847
PHONE (308)-237-0187

279 ROAD D
COLUMBUS, NEBRASKA 68601
PHONE (402)-562-7824

MID-STATE
ENGINEERING & TESTING

12th Avenue Viaduct Bridge
Columbus, Nebraska
January 30, 2019
Page 2 of 3

Certified Engineering Technician (C.E.T.)..... 65.00/hour
Engineering Technician..... 50.00/hour

LABORATORY

Standard Proctor Tests (ASTM D-698) 4" Mold..... \$150.00/each
Standard Proctor Tests (ASTM D-698) 6" Mold..... 180.00/each
Atterberg Limits (ASTM D-4318)..... 60.00/each
#200 Wash Sieve Analysis (ASTM D-1140) 25.00/each
Sieve Analysis (ASTM C-136)..... 75.00/each
Full Washed Sieve Analysis (ASTM C-117 & C-136) 90.00/each
Concrete Cylinder Compressive Strength (ASTM C-39)..... 15.00/each
Concrete Spare Test Cylinders Store and Cure (no break)..... 9.00/each
Relatively Density Tests 250.00/each

FIELD WORK

Concrete Test Set..... 100.00/set
(Includes cylinder molds, slump, air content, concrete temp, batch up to 6 cylinders)
Batch Extra Concrete Test Specimens (includes molds) 10.00/each
Extra Slump Tests (if required) 20.00/each
Extra Air Tests (if required) 30.00/each
Field Compaction Tests (nuclear or balloon) 34.00/each
Trip Charge (local) 35.00/trip
Trip Charge (Central Lab) 150.00/trip

The noted unit rates will remain valid throughout the duration of the project. The total cost to perform Quality Control Testing for this project will be dependent on the contractors approach to the project, the amount of rework or problems encountered, weather conditions, and any unforeseen QA/QC testing requested.

Based on the scope of work indicated, the following total cost estimate is provided. If additional work is requested that is not provided in the cost estimate, this work will be invoiced at the rates provided above.

TOTAL COST ESTIMATE

FIELD WORK

180	Concrete Test Sets @\$100/set.....	\$18,000.00
125	Extra Air Tests @ \$30/each	3,750.00
350	Compaction Tests @\$32/each.....	11,900.00
400	Trips (local) @ \$35	14,000.00
30	Hours Senior Engineer@ \$110/hr	3,300.00
100	Hours Certified Engineer Technician @ \$65/hr.....	6,500.00
	Field Work Subtotal.....	\$57,450.00

**MID-STATE
ENGINEERING & TESTING**

12th Avenue Viaduct Bridge
Columbus, Nebraska
January 30, 2019
Page 3 of 3

LABATORY

720	Cylinder Compressive Strengths @\$15/each.....	\$10,800.00
150	Spare Cylinders @\$9/each.....	1,350.00
5	Standard Proctors @ \$150.....	750.00
5	Atterberg Limits @ \$60/each.....	300.00
5	P-200 @ \$25/each.....	125.00
15	Wash Sieve Analysis @ \$90/each.....	1,350.00
	Lab Subtotal.....	\$14,675.00

TOTAL COST ESTIMATE \$72,125.00

The provided Quality control cost estimate is our best estimate of required work at this time. As previously stated, actual testing costs will be dependent on the pace of construction, weather conditions and other factors that effect construction. Quality Control testing will be performed on an on-call basis with work invoiced at the unit rates indicated for the actual work preformed. All cost for engineering review is included in the provided unit rates. There will be no additional office or review costs.

Mid-State Engineering & Testing Inc. is accredited through the AASHTO Accreditation Program in concrete, and aggregates. Inspections and proficiency tests are performed through CCRL and AMRL. Our field technicians are certified through NICET, ACI, and NDOR. Mid-State Engineering & Testing, Inc. carries a full range of general and professional liability insurance, which would be in effect for this project.

If you have questions or need additional information, please call our Columbus office (402/562-7824) at your convenience. We appreciate consideration of our firm for this up coming project.

Respectfully Submitted,
Mid-State Engineering & Testing, Inc.



Scott A. Barnett, P.E.
Secretary/Treasurer

Accepted By: _____ Date: _____



January 30, 2019

Ref: BD

Mr. Hussein Khalil, S.E., P.E.
HDR, Inc.
1120 N 103rd Plaza
Omaha, NE 68114-4098

Sub-Consultant Surveying and Construction Observation Services
12th Avenue, Columbus, Nebraska – NDOT C.N. 31925

In response to your e-mail request for sub-consultant surveying and construction observation services and fees for the above referenced project, I offer the following:

1. On call surveying services will be provided at \$65.00 per hour for a one-man survey crew and \$130.00 per hour for two-man survey crew. The total amount of services provided by Gilmore & Associates, Inc. for on call surveying services will be limited, such that the total billable hours and total fee will not exceed \$5,000.00 without prior authorization of HDR, Inc.
2. On call construction observation services will be provided at the rate of \$78.00 per hour which will include all sub-consultant expenses. The total amount of hours of on-call project observation services is estimated to be 200 hours per HDR, Inc.
3. For assistance with project closeout the following services will be provided for a lump sum fee of \$5,200.00.
 - a. Provide final cross sections where earthwork was completed.
 - b. Final cross sections shall be taken every 25 feet along stationing where earthwork was completed, to include centerline, edge of driving surfaces, edge of surfaced shoulders, hinge points, all ground breaks, edge of sidewalks, driveways, manholes, and inlets.
 - c. The surveys shall locate all breaks in each cross section and the maximum distance between shots in each cross section shall be 20 feet.
 - d. The final cross sections shall extend beyond the construction limits by 5 to 10 feet.
 - e. Data submitted to HDR, Inc. shall be in .DWG format.

If you have any questions or need any additional information, please contact our office.

Sincerely,

David B. Gilmore, P.E.
GILMORE & ASSOCIATES, INC.

DBG:Bo

CONTRACT NO. : 3925X PROJECT NO. : RRZ-TMT-6061(8)	TOS = TEST OR SAMPLE
CONTRACTOR:	CC = CONTRACTOR CERTIFICATION
LETTING DATE: February 7, 2019	COC = CERTIFICATION OF COMPLIANCE
LOCATION: UPRR/12TH AVE, COLUMBUS	COT = CERTIFICATION OF TEST
TYPE OF CONSTR. : GRAD MSE CONC PAVE CULV SAN	APL = APPROVED PRODUCTS LIST
	PMV = PROJECT MANAGER VERIFICATION
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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)	** SP = SPECIAL PROVISIONS - PAGE #
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Line Item	Line Item Description	Quantity	Units	* Req. Data	** Ref. Info	M&R Contact
	BUY AMERICA CERTIFICATION FROM PRIME CONTRACTOR			CC	NSS106	BURHAM
5	EXCAVATION, BORROW	7,117.000	CY		NSS205	LINDEMANN
17	CONCRETE FACE PANELS	15,691.000	SF	COC	SG-25	KRASON
18	CONCRETE LEVELING PADS	1,152.000	LF	TOS	NSS714	KRASON
19	COPING	1,190.000	LF	TOS	NSS714	KRASON
20	21" CULVERT PIPE TYPE 3,4 OR 5	745.000	LF	SR	SG-19	BURHAM
21	SELECT GRANULAR BACKFILL FOR MSE WALL	9,920.000	CY	TOS/COT/COC	NSS714	LINDEMANN
22	PERMANENT BARRICADE TYPE III	6.000	EACH	COC	PLANS	BURHAM
24	CRUSHED ROCK SURFACE COURSE	41.000	TON	TOS	SG-6	MACKE
26	CONCRETE CLASS 47B-4000 BARRIER RAIL	834.000	LF	TOS	SG-16	KRASON
27	CONCRETE CLASS 47B-3500 SIDEWALKS	2,087.000	SY	TOS	SG-16	KRASON
28	DETECTABLE WARNING PANEL	310.000	SF	APL	SG-25	BURHAM
29	CONCRETE CLASS 47B-3500 DRIVEWAY 5"	549.000	SY	TOS	SG-16	KRASON
30	CONCRETE CLASS 47B-HE-3500 6" DRIVEWAY	82.000	SY	TOS	SG-16	KRASON
31	10" CONCRETE PAVEMENT, CLASS 47B-4000	14,103.000	SY	TOS	SG-15	KRASON
32	CONCRETE DITCH LINING - 4'	51.000	LF	TOS	SG-16	KRASON
33	CONCRETE PARAPET	427.000	LF	TOS	SG-16	KRASON
34	CONCRETE CLASS 47BD-4000 SIDEWALK 6"	417.000	SY	TOS	SG-16	KRASON
35	CONCRETE CLASS 47BD-4000 SIDEWALK 10"	36.000	SY	TOS	SG-16	KRASON
36	PEDESTRIAN RAILING (CHAIN LINK TYPE)	427.000	LF	TOS	NSS716	BURHAM
37	TYPE A SIGN	140.500	SF	COC	NSS1070	BURHAM
38	SIGN POST	26.000	EACH	COT	SG-22	BURHAM
39	LEFT ARROW, PREFORMED PAVEMENT MARKING, TYPE 4	6.000	EACH	APL	SG-23	DONDLINGER
40	ONLY, PREFORMED PAVEMENT MARKING, TYPE 4	3.000	EACH	APL	SG-23	DONDLINGER
41	4" WHITE PREFORMED PAVEMENT MARKING, TYPE 4, GROC	4,240.000	LF	APL	SG-23	DONDLINGER
42	4" YELLOW PREFORMED PAVEMENT MARKING, TYPE 4, GROC	5,815.000	LF	APL	SG-23	DONDLINGER
43	8" YELLOW PREFORMED PAVEMENT MARKING, TYPE 4, GROC	96.000	LF	APL	SG-23	DONDLINGER
44	12" WHITE PREFORMED PAVEMENT MARKING, TYPE 4, GROC	30.000	LF	APL	SG-23	DONDLINGER
45	24" WHITE PREFORMED PAVEMENT MARKING, TYPE 4, GROC	110.000	LF	APL	SG-23	DONDLINGER
46	FOUNDATION COURSE 4"	14,103.000	SY	TOS	SP-135	MACKE
50	SUBGRADE PREPARATION	14,103.000	SY	TOS	SG-10	CHURCHWELL
51	AREA INLET PROTECTION	6.000	EACH	APL	SG-24	DONDLINGER
52	CURB INLET PROTECTION	827.000	LF	APL	SG-24	DONDLINGER
57	CAST IRON COVER AND FRAME	5,125.000	LB	COC	SG-25	BURHAM
58	CAST IRON COVER, FRAME, AND FLANGE	1,160.000	LB	COC	SG-25	BURHAM
59	CAST IRON GRATE	265.000	LB	COC	SG-25	BURHAM
60	CAST IRON GRATE AND FRAME	10,907.000	LB	COC	SG-25	BURHAM
61	CAST IRON COVER, GRATE, AND FRAME	2,645.000	LB	COC	SG-25	BURHAM
62	STRUCTURAL STEEL FOR FACE ARMOR	6,120.000	LB	COT	SG-25	BURHAM
63	CAST IRON RING AND COVER	690.000	LB	COC	SG-25	BURHAM
64	MANHOLE AT STATION 115+09.61 LT	1.000	EACH	TOS	SG-16	KRASON
65	MANHOLE AT STATION 121+82.00 RT	1.000	EACH	TOS	SG-16	KRASON
66	MANHOLE AT STATION 121+91.58 RT	1.000	EACH	TOS	SG-16	KRASON
67	MANHOLE AT STATION 101+08.00 LT	1.000	EACH	TOS	SG-16	KRASON
70	CLASS 47B-3000 CONCRETE FOR INLET AND JUNCTION BOX	176.760	CY	TOS	SG-16	KRASON
71	CLASS 47B-3000 CONCRETE FOR CONCRETE COLLARS	0.840	CY	TOS	SG-16	KRASON
72	REINFORCING STEEL FOR INLET AND JUNCTION BOX	10,950.000	LB	TOS/COT	SG-16	BURHAM
73	REINFORCING STEEL FOR COLLARS	76.000	LB	TOS/COT	SG-16	BURHAM
74	15" FLARED-END SECTION	2.000	EACH	SR	SG-19	BURHAM
75	12" STORM SEWER PIPE, TYPE 1,7 OR 8	39.000	LF	SR/TOS	SG-19	BURHAM
76	15" STORM SEWER PIPE, TYPE 1,7 OR 8	1,578.000	LF	SR/TOS	SG-19	BURHAM
77	18" STORM SEWER PIPE, TYPE 1,7 OR 8	1,232.000	LF	SR/TOS	SG-19	BURHAM
78	18" STORM SEWER PIPE, TYPE 1 CLASS IV	124.000	LF	SR	SG-19	BURHAM
79	15" ROUND EQUIVALENT STORM SEWER PIPE, TYPE 1 CLASS IV	194.000	LF	SR	SG-19	BURHAM
80	18" ROUND EQUIVALENT STORM SEWER PIPE, TYPE 1 CLASS IV	111.000	LF	SR	SG-19	BURHAM
81	24" ROUND EQUIVALENT STORM SEWER PIPE, TYPE 1 CLASS IV	204.000	LF	SR	SG-19	BURHAM
82	15" ROUND EQUIVALENT STORM SEWER PIPE, TYPE 1	208.000	LF	SR	SG-19	BURHAM
83	18" ROUND EQUIVALENT STORM SEWER PIPE, TYPE 1	416.000	LF	SR	SG-19	BURHAM
86	FLOWABLE FILL CONCRETE	8.930	CY	TOS	NSS1003	KRASON
87	CAST IRON COVER, FRAME, AND FLANGE	1,755.000	LB	COC	SG-25	BURHAM
88	CAST IRON RING	1,400.000	LB	COC	SG-25	BURHAM
89	MANHOLE AT STATION 109+87.63 LT	1.000	EACH	TOS	SG-16	KRASON
90	MANHOLE AT STATION 112+12.77 LT	1.000	EACH	TOS	SG-16	KRASON
91	MANHOLE AT STATION 114+03.54 LT	1.000	EACH	TOS	SG-16	KRASON
92	MANHOLE AT STATION 109+93.58 RT	1.000	EACH	TOS	SG-16	KRASON

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93	MANHOLE AT STATION 114+87.53 LT	1.000	EACH	TOS	SG-16	KRASON
94	MANHOLE AT STATION 12+57.96 LT	1.000	EACH	TOS	SG-16	KRASON
95	MANHOLE AT STATION 603+50.80 LT	1.000	EACH	TOS	SG-16	KRASON
97	8" P.V.C. SANITARY SEWER PIPE	104.000	LF	TOS	SG-19	BURHAM
98	21" P.V.C. SANITARY SEWER PIPE	525.000	LF	TOS	SG-19	BURHAM
99	30" STEEL CASING	117.000	LF	COT	SP-162	BURHAM
104	EROSION CONTROL, CLASS 1D	1,239.000	SY	APL	SG-24	DONDLINGER
105	FABRIC SILT FENCE-LOW POROSITY	1,531.000	LF	APL	SG-24	DONDLINGER
106	FABRIC SILT FENCE-HIGH POROSITY	252.000	LF	APL	SG-24	DONDLINGER
110	CONCRETE FOR PAVEMENT APPROACHES CLASS 47BD-400	236.300	CY	TOS	SG-16	KRASON
111	EPOXY COATED REINFORCING STEEL FOR PAVEMENT APPI	45,214.000	LB	TOS/COT	SG-16	BURHAM
118	DECK JOINT SEAL, TYPE IV	89.200	LF	COT/COC	SG-20	BURHAM
119	EXPANSION BEARING, PTFE TYPE	35.000	EACH	TOS/COT/COC	SG-20	BURHAM
120	FIXED BEARING	5.000	EACH	TOS/COT/COC	SG-20	KRASON
121	CLASS 47B-3000 CONCRETE FOR BRIDGE	1,868.600	CY	TOS	SG-16	KRASON
122	CLASS 47BD-4000 CONCRETE FOR BRIDGE	1,386.200	CY	TOS	SG-16	KRASON
123	STEEL SUPERSTRUCTURE AT STATION 113+61.46	1,132,870.000	LB	COC	SG-20	BURHAM
	HIGH STRENGTH BOLTS, NUTS, WASHERS			TOS/COT	SG-20	BURHAM
124	CONCRETE SLOPE PROTECTION	46.000	SY	TOS	SG-16	KRASON
125	EPOXY COATED REINFORCING STEEL	644,488.000	LB	TOS/COT	SG-16	BURHAM
126	SUBSURFACE DRAINAGE MATTING	113.000	SY	APL	SG-24	DONDLINGER
127	PIPE PILING	30,310.000	LF	COT	SG-20	BURHAM
128	PEDESTRIAN RAILING (CHAIN LINK TYPE)	1,017.500	LF	TOS	NSS716	BURHAM
129	7' PEDESTRIAN RAILING (CHAIN LINK TYPE)	135.000	LF	TOS	NSS716	BURHAM
130	DRAINAGE SYSTEM AT STATION 113+61.46	1.000	EACH	COC	PLANS	BURHAM
131	1 1/2" CONDUIT IN BRIDGE	1,018.000	LF	PMV/TOS	SG-21	BURHAM
132	CONCRETE COATING AT STATION 113+61.46	3,924.990	SY	APL	SP-149	KRASON
133	GRANULAR BACKFILL	465.000	CY	TOS	SG-13	MACKE
135	BRIDGE APPROACH SECTIONS	2.000	EACH	TOS/COT	SG-17	BURHAM
136	GUARDRAIL END TREATMENT, TYPE I	2.000	EACH	COC	SP-166	BURHAM
138	PULL BOX, TYPE PB-5	7.000	EACH	APL	SG-21	BURHAM
139	PULL BOX, TYPE PB-6	2.000	EACH	APL	SG-21	BURHAM
140	STREET LIGHTING UNIT, TYPE SL-S-40-4-0.20	11.000	EACH	COC	SG-21	BURHAM
141	STREET LIGHTING UNIT, TYPE SL-A-40-12-0.20	13.000	EACH	COC	SG-21	BURHAM
142	STREET LIGHTING UNIT, TYPE SL-A-40-8-0.20	4.000	EACH	COC	SG-21	BURHAM
	ANCHOR BOLTS			TOS/COT	SG-21	BURHAM
	POWER INSTALLED FOUNDATIONS			COC	SG-21	BURHAM
143	LIGHTING CONTROL CENTER, TYPE R-3	2.000	EACH	COC	SG-21	BURHAM
144	1 1/2-INCH CONDUIT IN BARRIER	1,542.000	LF	PMV/TOS	SG-21	BURHAM
145	1 1/2-INCH CONDUIT IN TRENCH	2,138.000	LF	PMV/TOS	SG-21	BURHAM
146	1 1/2-INCH CONDUIT UNDER ROADWAY	262.000	LF	PMV/TOS	SG-21	BURHAM
147	STREET LIGHTING CABLE, NO. 6 BARE	3,942.000	LF	TOS	SG-21	BURHAM
148	STREET LIGHTING CABLE, NO. 6 USE	7,884.000	LF	TOS	SG-21	BURHAM
150	BARRICADE, TYPE II	2,750.000	BDAY			
151	BARRICADE, TYPE III	10,860.000	BDAY			
	BARRICADE WARNING LIGHTS			APL	SG-23	BURHAM
	BARRICADE REFLECTIVE SHEETING			TOS	SG-23	DONDLINGER
161	STABILIZED CONSTRUCTION EXIT	2.000	EACH	APL	PLANS	LINDEMANN
168	TEMPORARY SILT CHECK	600.000	LF	APL	SG-24	DONDLINGER
169	TEMPORARY SILT FENCE	1,500.000	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 no more than the following amounts:

- \$1,186,096.58 for actual labor costs (wages)
- \$170,705.94 for direct non-labor costs
- \$1,356,802.52 total agreement amount. 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 "A" 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 individual's name and position. There must be an adequate system of internal controls in place to ensure that time charges are correct and have the appropriate supervisory approval.

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

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

1) 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 identify the company name and address, invoice number, invoice date, invoicing period (beginning date and ending date of services), and agreement or task order number.
 - 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 NDOT Form 163 (see below). Supporting receipts must be submitted with NDOT Form 163 when invoicing for these expenses.
 3. All supporting 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" (NDOT Form 162a). This form is available on State's website at <http://dot.nebraska.gov/business-center/consultant/>.
 - 3) Travel Log: If invoice contains any travel-related expenses, a completed "Invoice Travel Log" (NDOT Form 163) must be submitted with the invoice package. This form is also available on State's website noted above. Upon approval by State, Consultant may use a substitute Invoice Travel Log provided it documents substantially the same information as NDOT 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 NDOT 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://dot.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 (NDOT Form 39a). The form is available on State's website at <http://dot.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 the NOTICE TO PROCEED AND COMPLETION SCHEDULE section 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) – NDOT Form 250 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 State's website at <http://dot.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.

RESOLUTION NO. R19-95

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, RESCINDING RESOLUTION NO. R19-86 AND APPROVING THE UPDATED ASSIGNMENT ASSUMPTION AGREEMENT WITH UNION PACIFIC RAILROAD COMPANY, FOLDER NUMBER 3108-83, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

WHEREAS, the City, through Resolution No. R19-86, approved an assignment and assumption agreement with Union Pacific Railroad Company for a specified piece of land; and

WHEREAS, an error with the legal description contained in the agreement was recently discovered; and

WHEREAS, to correct the issue Resolution No. R19-86 should be rescinded and an Updated Assignment Assumption Agreement with the corrected and proper legal description should be adopted.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that Resolution No. R19-86 is hereby rescinded.

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the Updated Assignment and Assumption Agreement with Union Pacific Railroad Company, Folder Number 3108-83, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and the mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

This resolution shall repeal all resolutions or portions thereof in conflict herewith.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

ASSIGNMENT AND ASSUMPTION AGREEMENT

FOR VALUE RECEIVED, UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, ("Assignor"), ASSIGNS AND TRANSFERS to **CITY OF COLUMBUS, a Nebraska municipal corporation** ("Assignee"), its successors and assigns, all of Assignor's right, title and interest in and to the leases and licenses (collectively, "Licenses") to the extent the Licenses affect the real property ("Property") described on **Exhibit A** attached hereto and made a part hereof, which Licenses are listed on **Exhibit B** attached hereto and made a part hereof.

Assignee agrees to (a) perform all of the obligations of Assignor pursuant to the Licenses as they relate to the Property accruing on and after the date hereof, and (b) indemnify, defend and hold Assignor harmless from and against any and all claims, causes of actions and expenses (including reasonable attorney's fees) incurred by Assignor and arising out of (1) Assignee's failure to comply with terms of the Licenses as they relate to the Property on and after the date hereof, or (2) claims under the Licenses as they relate to the Property by the licensees named in the Licenses accruing on and after the date hereof.

This assignment is made and accepted without recourse against Assignor as to the performance by any party under such Licenses.

All exhibits attached to this Agreement are incorporated herein for all purposes.

Dated the ____ day of _____, 2019.

**UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation**

By: _____
Title: _____

**CITY OF NEBRASKA
a Nebraska municipal corporation**

By: _____
Title: _____

EXHIBIT "A"

LEGAL DESCRIPTION

A tract of land located in part of Outlot 6, Original City of Columbus, Platte County, Nebraska, more particularly described as follows:

Commencing at the southeast corner of Outlot 6, Original City of Columbus, Platte County, Nebraska and assuming the south line of said Lot 6 to have a bearing of S 88°19'09" W; thence S 88°19'09" W and on said south line, 433.50 feet; thence N 00°25'07" W, 276.09 feet to the Point of Beginning; thence S 82°45'29" W and on a line 250.00 feet Sly of and parallel to the centerline of the main track of the Union Pacific Railroad, 485.30 feet, to a point on the east right of way line 33rd Avenue; thence N 02°07'43" W and on said east line 26.08 feet; thence N 82°50'31" E and on a line 160.00 feet Sly of and parallel to the centerline of railroad track siding, 486.00 feet; thence S 00°25'07" E, 25.44 feet to the Point of Beginning, containing .29 acres more or less.

May 16, 2019
LD0310883

Exhibit 'B'
Union Pacific Railroad Company
Agreements to be Assigned
Sale Folder 3108-83

AUDIT	FOLDER	PARTY NAME	PURPOSE	COUNTY	CITY	ST	SUBDIVISION	MP START	MP END	ANNUAL AMT	DISPOSITION	CONTAINED
144527	1285-90	COLUMBUS, NEBRASKA, CITY OF	Crossing - Pipeline	PLATTE	COLUMBUS	NE		85	85	\$0.00	Assigned	Partially
151551	1287-95	COLUMBUS, NEBRASKA, CITY OF	Encroachment - Pipeline	PLATTE	COLUMBUS	NE		84	85	\$0.00	Assigned	Partially

**RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:**

City of Columbus
2424 14th Street
Columbus, NE 68602

(Space Above For Recorder's Use Only)

3108-83

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS:

That **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation (formerly known as Southern Pacific Transportation Company, a Delaware corporation, successor in interest through merger with Union Pacific Railroad Company, a Utah corporation, successor in interest through merger with Missouri Pacific Railroad Company, a Delaware corporation, successor in interest through merger with Missouri Pacific Railroad Company, a Missouri corporation) ("Grantor"), in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it duly paid, the receipt whereof is hereby acknowledged, has remised, released and quitclaimed, and by these presents does REMISE, RELEASE and forever QUITCLAIM unto **CITY OF COLUMBUS**, a municipal corporation, whose address is 2424 14th Street, Columbus, Nebraska 68602 ("Grantee"), its successors and assigns, forever, all of its right, title, interest, estate, claim and demand, both at law and in equity, of, in and to the real estate situate in Platte County, State of Nebraska, more particularly described in **Exhibit A**, attached hereto and made a part hereof.

EXCEPTING from this quitclaim and RESERVING unto Grantor, its successors and assigns, forever, all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered, including, without limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of, said minerals by any means or methods suitable to Grantor, its successors and assigns, but without entering upon or using the surface of the lands hereby quitclaimed, and in such manner as not to damage the surface of said lands or to interfere with the use thereof by Grantee, its successors or assigns.

The Property is quitclaimed by Grantor subject to the following covenants, conditions and restrictions which Grantee by the acceptance of this Deed covenants for itself, its successors and assigns, faithfully to keep, observe and perform:

(a) Restriction on Use. The Property must not be used for (i) residential, (ii) lodgings or accommodations (including, without limitation, hotels, motels, boarding houses, dormitories, hospitals, nursing homes, or retirement centers), or (iii) educational or child-care facilities (including, without limitation, schools, kindergartens or day-care centers).

(b) Railroad Proximity.

(i) Grantee acknowledges that the property abutting the Northerly boundary line of the Property is dedicated and used for railroad purposes, that railroad operations may create noise, vibrations, emissions, fumes and odors twenty-four (24) hours a day, and that the amount, nature and intensity of railroad operations may increase or change (collectively, the "Permitted Effects"). Grantee accepts the Property subject to the existence of the Permitted Effects. By acceptance of the Property, Grantee agrees that, at Grantee's sole cost and expense, as part of the development of the Property, Grantee shall design and install and/or construct and thereafter maintain improvements to reduce or limit the Permitted Effects and to comply with all governmental requirements, if any, which may be imposed as a condition to the development and use of the Property because of the Permitted Effects.

(ii) Grantee shall not, and hereby waives all rights to, (A) institute legal proceedings against Grantor to reduce or lessen the Permitted Effects, and (B) directly or indirectly participate in petition drives, lobbying efforts or other activities seeking the enactment of federal, state or local laws or ordinances to reduce or lessen the Permitted Effects. Any party breaching such covenant shall reimburse Grantor for all costs incurred by Grantor to comply with any such orders, laws or ordinances, including, without limitation, attorney fees and court costs.

(iii) If Grantee sells or leases all or any portion of the Property, Grantee shall require all purchasers and tenants to acknowledge the location of the railroad operations abutting the Property and the existence of the Permitted Effects, and to agree in writing, for the benefit of Grantor, to comply with the above covenants.

The foregoing and following covenants, conditions and restrictions shall run with the Property, and a breach of the foregoing and following covenants, conditions and restrictions, or the continuance thereof, may, at the option of Grantor, its successors or assigns, be enjoined, abated or remedied by appropriate proceedings.

Environmental Covenants:

(a) **"As Is" Sale.** Grantee, for itself, its successors and assigns, including any successor owner of any interest in the Property, acknowledges and agrees that the Property has been sold and quitclaimed to and accepted by Grantee in an "AS IS" condition, with all faults, and Grantee acknowledges that the Property may have been used for railroad and/or industrial purposes, among other uses. Grantee acknowledges and agrees that any information Grantee may have received from Grantor or its agents concerning the Property (including, but not limited to, any lease or other document, engineering study or environmental assessment) was furnished on the condition that Grantee would make an independent verification of the accuracy of the information. Grantor does not make any representations or warranties of any kind whatsoever, either express or implied, with respect to the Property; in particular, without limitation, Grantor makes no representations or warranties with respect to the use, condition, title, occupation or management of the Property, or compliance with applicable statutes, laws, codes, ordinances, regulations, requirements (collectively, "Condition of the Property"). Grantee acknowledges and agrees that the Property has been sold and quitclaimed on the basis of Grantee's own independent investigation of the physical and environmental conditions of the Property. Grantee assumes the risk that adverse physical and environmental conditions may not have been revealed by its investigation.

(b) **Release and Indemnity.** GRANTEE, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, INCLUDING ANY SUCCESSOR OWNER OF ANY INTEREST IN THE PROPERTY, HEREBY RELEASES GRANTOR, AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INDEMNIFIES, DEFENDS AND SAVES HARMLESS GRANTOR, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, CAUSES OF ACTION, LEGAL OR ADMINISTRATIVE PROCEEDINGS, CLAIMS, DEMANDS, FINES, PUNITIVE DAMAGES, LOSSES, COSTS, LIABILITIES AND EXPENSES, INCLUDING ATTORNEYS' FEES, IN ANY WAY ARISING OUT OF OR CONNECTED WITH THE KNOWN OR UNKNOWN CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER OR ADJACENT TO THE PROPERTY BY ANY HAZARDOUS OR TOXIC SUBSTANCE OR MATERIAL), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT. THE FOREGOING WILL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF GRANTOR, ITS AFFILIATES, OR THEIR EMPLOYEES, AGENTS OR OFFICERS.

CERTIFICATION OF NON-FOREIGN STATUS

Under Section 1445(e) of the Internal Revenue Code, a corporation, partnership, trust, or estate must withhold tax with respect to certain transfers of property if a holder of an interest in the entity is a foreign person. To inform the transferee, CITY OF COLUMBUS, that no withholding is required with respect to the transfer of a U.S. real property interest by UNION PACIFIC RAILROAD COMPANY, the undersigned hereby certifies the following on behalf of UNION PACIFIC RAILROAD COMPANY:

1. UNION PACIFIC RAILROAD COMPANY is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. UNION PACIFIC RAILROAD COMPANY is not a disregarded entity as defined in Section 1.445.2(b)(2)(iii) of the Internal Revenue Code;
3. UNION PACIFIC RAILROAD COMPANY'S U.S. employer identification number is 94-6001323; and
4. UNION PACIFIC RAILROAD COMPANY'S office address is 1400 Douglas Street, Omaha, Nebraska 68179, and place of incorporation is Delaware.

UNION PACIFIC RAILROAD COMPANY agrees to inform the transferee if it becomes a foreign person at any time during the three year period immediately following the date of this notice.

UNION PACIFIC RAILROAD COMPANY understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this Certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of UNION PACIFIC RAILROAD COMPANY.

**UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation**

By: _____
Title: Assistant Vice President – Real Estate
Date: _____

RESOLUTION NO. R19- 96

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN EASEMENT AGREEMENT WITH CORK & BARREL, LLC, TO USE A PORTION OF SIDEWALK FOR OUTDOOR SEATING IN CONJUNCTION WITH THE OPERATION OF ITS BUSINESS LOCATED AT 1354 27 AVENUE, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

WHEREAS, Cork & Barrel, LLC has made application to the city to use a portion of the city’s sidewalk on the east side of the building located at 1354 27 Avenue as a patio for outdoor seating in the operation of its business; and

WHEREAS, the City Council feels that the allowance of this outdoor seating patio is beneficial to the city and may help stimulate economic growth in the downtown area; and

WHEREAS, a number of other cities in Nebraska allow similar outdoor seating uses on their property and right-of-ways; and

WHEREAS, the Easement Agreement is required and describes the proposed uses, parameters, boundaries, and restrictions for this outdoor seating patio on the city’s sidewalk.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the Easement Agreement with Cork & Barrel, LLC, to use a portion of sidewalk for outdoor seating in conjunction with the operation of its business, a copy of which is hereto attached and incorporated herein by this reference, is hereby approved and the Mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

This resolution shall repeal all resolutions or portions thereof in conflict herewith.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS _____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



The City of **Columbus**

RESPONSIBLE • RESPONSIVE • REPUTABLE

Administration Office (402) 562-4232

Fax (402) 563-1380

memorandum

DATE: May 30th, 2019
TO: Mayor and City Council Members
FROM: Tara Vasicek, City Administrator
RE: Right-of-Way Easement Agreement for Cork & Barrel, LLC

RECOMMENDATION:

Approve the easement agreement with Cork & Barrel, LLC.

DISCUSSION:

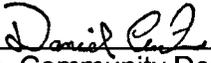
The owners of Cork & Barrel, LLC as well as the property owner has agreed to all of the terms required by the city to enter into an easement agreement in order for the business owners to construct and operate an outdoor area within the City right of way. Before the project may be constructed the business owner must apply for a permit with community development which includes a drawing approved by engineering and community development.

The business owner will also be required to follow the rules set by the Nebraska Liquor Control Commission in requesting an outdoor area as part of their liquor license.

FISCAL IMPACT:

None

CONCURRENCE:



Dan Curtis, Community Development Director



Rick Bogus, City Engineer



EASEMENT AGREEMENT

THIS AGREEMENT is made by and between the **City of Columbus, Nebraska**, a municipal Corporation (hereinafter referred to as "Grantor"), and **Cork & Barrel, LLC** (herein referred to as "Grantee").

1. **PURPOSE.** The purpose of this Agreement is to set forth the terms and conditions under which Grantee may construct, maintain, repair and utilize the following described improvement which will infringe upon real estate or right-of-way owned and/or controlled by Grantor:

To install improvements to the sidewalk for outdoor seating in conjunction with the operation of Grantee's business. The improvement shall be located on the East entrance side of the building located at 1354 27th Avenue, Columbus, Nebraska. The size of this area shall be thirty-four (34) feet long and six (6) feet wide. A perimeter fence shall be installed. The fence shall be at least thirty-six (36) inches high and have two (2) entrance gates measuring at least forty-two (42) inches wide.

The area of this improvement shall not be used by Grantee for any other purpose than what is contained in this Agreement.

2. **DESCRIPTION OF REAL ESTATE.** Grantee leases a portion of the following described real estate adjacent to Grantor's real estate and/or right-of-way to which this Agreement shall apply:

The South 88 feet of the East 80 feet of Lots 7 & 8, Block 57 of the Original City of Columbus, Platte County, Nebraska.

3. GRANTEE'S DUTIES AND RISKS. It is understood and agreed that Grantee may construct, maintain, repair and utilize the above described improvement at Grantee's sole risk. Grantee hereby waives any claim for damages against Grantor, its officers, employee, agents and independent contractors for any damage or injury that may result to said improvement. If Grantor, in its sole discretion determines that any part or all of the improvement must be removed, or is damaged by Grantor, its, employees, agents, or independent contractors working for Grantor during the course of their employment or duties with Grantor, then Grantee agrees to assume and pay all costs relating to the replacement or repair of the improvement. Grantee agrees to indemnify and hold grantor harmless from any and all liability, loss or damage, that Grantor may suffer as a result of any and all actions, claims, damages, costs and expenses on account of, or in any way arising out of, or from this Agreement; including, but not limited to, indemnify and save and hold harmless Grantor from any and all losses, claims, actions or judgment for damages or injuries to persons or property arising out of or from, or caused by, the construction, operation, maintenance and use of the aforesaid easement and improvement.

4. PROTECTION OF EXISTING UTILITIES. Grantee is responsible for locating and coordinating the original construction and future maintenance work on the described improvement. No excavation work will be permitted in the area of underground utility facilities until all such facilities have been located and identified to the satisfaction of all Parties. The excavation must be done with all reasonable care in order to avoid any possibility of damage to the utility facility. Grantee shall be responsible for any and all damages.

5. RESTORATION OF PROPERTY. If the construction or maintenance of the improvement identified in this Agreement requires excavation of earth, or removal of hard surface, grass, vegetation, landscaping, or any other disruption of the surface of the public right-of-way or neighboring property, Grantee shall restore the surface of the area to the same condition as it existed immediately prior to Grantee's work on the area.

6. **APPLICABLE LAW.** Grantee shall conform to all existing and applicable ordinances, resolutions, and permit procedures of Grantor. Grantee shall also follow and comply with all other applicable local, state, and federal laws. Nebraska law shall govern this Agreement.

7. **LIABILITY INSURANCE.** Grantee shall procure, and continuously maintain during the term of Agreement at its sole cost and expense, a policy or policies of comprehensive general liability insurance with not less than the following limits:

Each Occurrence	1,000,000
Damages to Rented Premises (each occurrence)	100,000
Medical Payments (any one person)	5,000
Personal and Advertising Injury	1,000,000
General Aggregate	2,000,000
Products-Completed Operations Aggregate	2,000,000

Grantor shall be named as an additional insured on these liability insurance policies. Grantee shall provide Grantor with annual certificates from its insurers confirming the existence of the insurance coverage required herein; and, will immediately notify Grantor of any cancellation or lapse of coverage.

8. **EFFECTIVE DATE.** This Agreement shall take effect the date it is executed by both Parties. It shall continue for an indefinite term, or until such time as it is terminated as provided hereafter.

9. **TERMINATION.** This Agreement shall terminate upon one or more of the following occurrences.

A) The service of written notice of the intention to terminate by Grantee and the removal of any improvements infringing upon Grantor's property or right-of-way.

B) Grantee's application for a permit to alter said improvement, or any part thereof, unless said permit is for work due to an occurrence as in Paragraph 3 of this Agreement and said work has the prior written approval of Grantor.

C) Grantee's construction or installation of any structure or improvement of any nature upon the real estate or right-of-way owned or controlled by Grantor except as described in this Agreement.

D) The failure of Grantee to maintain and/or repair the improvement in a condition acceptable to Grantor.

E) The termination or non-renewal of Grantee's Lease with the owner on the real estate described in Paragraph 2 above.

F) Grantor may revoke this Agreement at any time for any reason.

Upon termination of the Agreement, Grantee shall be required, and hereby agrees, to remove said improvement from Grantor's real estate and/or right-of-way solely at its own expense and without cost to Grantor. Said removal to occur no later than sixty (60) calendar days after receipt of the notice to terminate or any of the occurrences set forth in Paragraph 7 of this Agreement. Should Grantee fail to do so, Grantor may remove or cause the removal of said improvement and Grantee agrees to reimburse Grantor for all its costs.

10. REAL ESTATE OWNER'S RESPONSIBILITY. This Easement Agreement is conditional upon the owner of the real estate described in Paragraph 2 above consenting to this Agreement and agreeing that in the event Grantee, upon termination of this Agreement for any reason, fails to carry out Grantee's responsibility to remove the improvements from Grantor's real estate in accordance with Paragraph 9

of this Agreement, said owner shall be responsible for such removal in strict accordance with such provisions of said Paragraph 9.

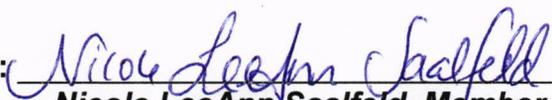
11. **NON-WAIVER.** No waiver by Grantor of any default shall operate as a waiver of any other default or of the same default on a future occasion.

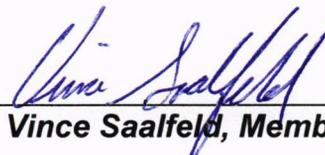
12. **BINDING EFFECT.** This agreement shall extend to and be binding upon any heirs, personal representatives, successors and assigns of the Parties hereto (including guarantors, endorsers, and sureties) of the Parties hereto.

13. **SEVERABILITY.** Invalidation of any one or more of the provisions of this Agreement, by judgment or court order, shall in no way affect any other provisions of the Agreement which other provisions shall remain in full force and effect.

14. **APPLICABLE LAW.** The Parties agree that Nebraska law shall govern this Agreement. The Parties shall submit to personal jurisdiction and subject matter jurisdiction of the State of Nebraska in Platte County for any dispute between the parties. Grantee agrees to follow all rules and regulations of Grantor's Zoning Code in the operation and maintenance of the improvement.

Duly executed this _____ day of _____, 2019,
by Cork & Barrel, LLC:

By: 
Nicole LeeAnn Saalfeld, Member

By: 
Vince Saalfeld, Member

Being all of the Members of Cork & Barrel, LLC, a member managed Limited Liability Company

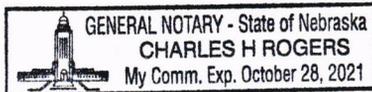
Duly executed this _____ day of _____, 2019,
by the City Of Columbus:

By: _____
**James Bulkley, Mayor of
the City of Columbus**

STATE OF NEBRASKA)
 :ss.
COUNTY OF PLATTE)

Before me, a Notary Public qualified for said County, personally came **Nicole LeeAnn Saalfeld and Vince Saalfeld, on behalf of Cork & Barrel, LLC** known to me to be the identical persons who signed the foregoing **Easement Agreement** and acknowledged the execution thereof to be their voluntary act and deed.

Dated this 20th day of May, 2019



Charles H Rogers
Notary Public

STATE OF NEBRASKA)
 :ss.
COUNTY OF PLATTE)

Before me, a Notary Public qualified for said County, personally came **James Bulkley as Mayor of the City of Columbus** and on behalf of such, known to me to be the identical person who signed the foregoing **Easement Agreement** and acknowledged the execution thereof to be his voluntary act and deed.

Dated this _____ day of _____, 2019

Notary Public

CONSENT AND AGREEMENT

French Plaza, L.L.C. the owner of the real estate described in the foregoing **Easement Agreement**, hereby consents to such **Easement Agreement** and to the easement therein granted and further agrees not to interfere in any way with the ability of the Grantee to carry out its obligations thereunder and make full use of the rights granted therein. The undersigned owner hereby further agrees that if, upon termination of the Grantee's leasehold interest or the termination foregoing **Easement Agreement** for any reason, Grantee fails to carry out Grantee's responsibility to remove the improvements from Grantor's real estate in accordance with Paragraph 9 of the **Easement Agreement**, said owner shall be responsible for such removal in strict accordance with such provisions of said Paragraph 9.

Dated this 29 day of May, 2019.

French Plaza, L.L.C.

by Beth A French
Beth A. French
Sole Member

STATE OF NEBRASKA)

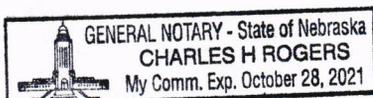
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COUNTY OF PLATTE)

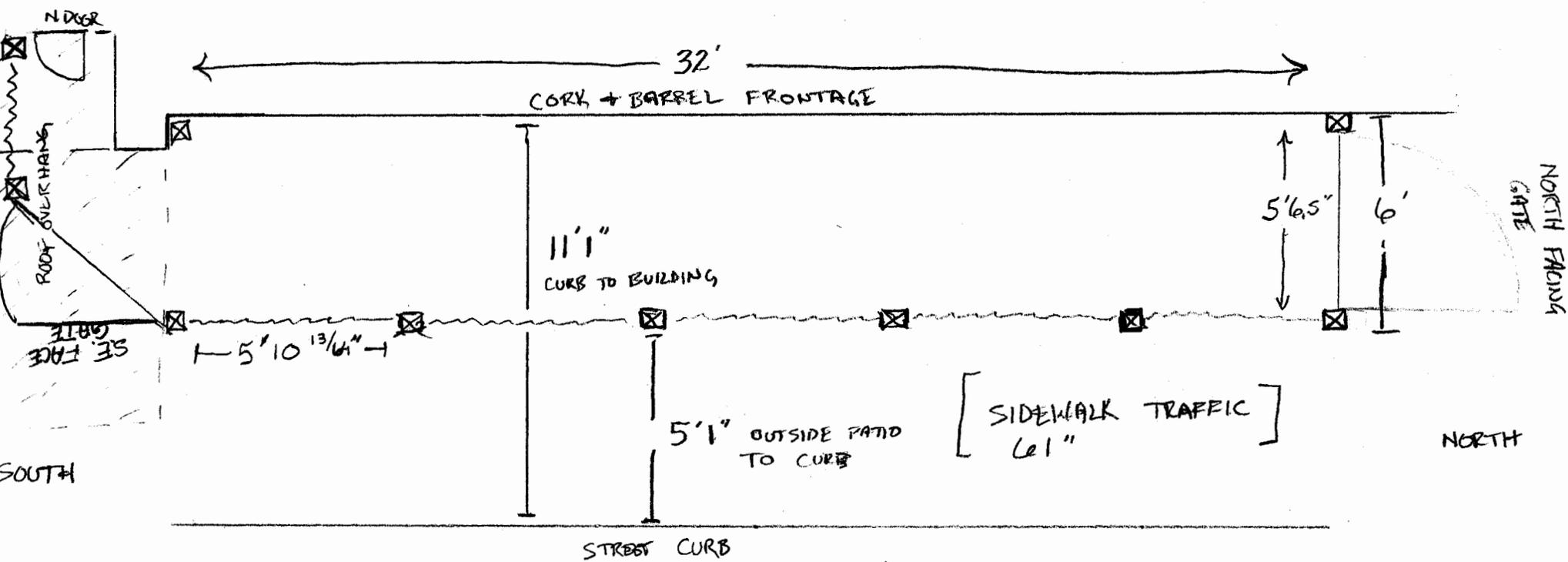
Before me, a Notary Public qualified for said County, personally came **Beth A. French, Sole Member of French Plaza, L.L.C.**, and on behalf of said limited liability company, known to me to be the identical person who signed the foregoing **Consent and Agreement** and acknowledged the execution thereof to be her voluntary act and deed.

Dated this 29th day of May, 2019.

Charles H Rogers
Notary Public



WEST



P.O.C.

TWO WILLOWS WOODWORKING
 BRANDON VANDERSLICE
 (402) 459-1186

POST SPACINGS @ 5' 10 ¹³/₆₄"
 CURBSIDE

(5.5" x 5.5")
 ☒ -6" x 6" x 4' POST
 ~ 1/4" GAL PIPE

POSTS ANCHORED
 TO CONCRETE VIA 1/8"
 PLATE SQUARE STEEL
 SLEEVE (2) STAINLESS
 7/16" ANCHORS PER POST

1" = 4'