

OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY
2222 Cuming Street, Omaha
(402) 444-6866

BOARD OF DIRECTORS MEETING
Thursday, June 28, 2018 1:30 p.m.

AGENDA

This meeting of the Metropolitan Area Planning Agency Board of Directors will be conducted in compliance with the Nebraska Statutes of the Open Meetings Act. For reference, the Open Meetings Act is posted on the wall of the Board Room.

- A. ROLL CALL / INTRODUCTIONS
- B. APPROVAL OF THE AGENDA (ACTION)
- C. BOARD MINUTES of the May 31, 2018 meeting. (ACTION)
- D. FINANCE COMMITTEE MINUTES of the June 20, 2018 meeting. (ACTION)
- E. AGENCY REPORTS & PRESENTATIONS – (INFO)
 - 1. AGENCY REPORTS
 - a. Executive Directors Report (includes Monthly Report) – Melissa Engel on behalf of Greg Youell
 - b. Transportation Staff Report – Mike Helgersen
 - c. Community Development Staff Report – Don Gross
- F. PUBLIC COMMENTS – See Footnote
- G. CONSENT AGENDA – (ACTION)

Any individual item may be removed by a Board Member for special discussion and consideration. Unless there is an exception, these items will be approved as one with a single vote of the Board of Directors.

 - 1. FINAL CONTRACT PAYMENTS –
 - a. Pictometry (FY 2016 – 2018) – \$462,232.00
 - b. Smart Growth America – \$12,500.00
 - 2. CONTRACT AMENDMENTS –
 - a. Mini-Grants
 - i. City of Omaha – 13th Street Walkability Study – Extended to 12-31-18
 - ii. Metro – Transit Development Plan – Extended to 12-31-18
 - 3. FY 2019 LEGAL COUNSEL

The Board will be requested to ratify the Chairperson’s appointment of Paul Kratz as Legal Counsel for the FY 2019.
 - 4. FY 2019 DEPOSITORY – DEPOSITORY RESOLUTION – (ACTION)

The Finance Committee recommends Nebraska Public Agency Investment Trust (NPAIT) and American National Bank as Depositories for FY 2019 and the Executive Director, Director of Finance and Operations and Treasurer as Depositary for MAPA FY 2019.

H. OLD BUSINESS

1. [FINAL CONTRACT PAYMENT – ENCOMPAS – \\$32,922.26](#) – (ACTION)
The Board will consider for approval the final contract payment to Encompass in the amount of \$32,922.26
2. [FY 2018 TRANSPORTATION IMPROVEMENT PROGRAM \(TIP\) AMENDMENT #8](#) – (ACTION)
The Board will consider approval of amendment #8 to the FY 2018 TIP.
3. [FINAL FY 2019 – 2024 TRANSPORTATION IMPROVEMENT PROGRAM \(TIP\)](#) – (ACTION)
The Board will consider for approval the Final FY 2019-2024 TIP.

I. NEW BUSINESS

1. [NEW CONTRACTS](#) – (ACTION)
The Board will consider for approval the new contracts listed below.
 - a. [Pottawattamie County GIS – \\$30,000 federal, \\$12,857 match, \\$1,500 admin](#)
 - b. [Metro \(Planning\) – \\$60,000 federal, \\$25,714 match, \\$3,000 admin](#)
 - c. Bellevue Bridge Study –
 - i. [Program Agreement between MAPA and NDOT](#)
 - ii. [Preliminary Engineering Agreement between MAPA and FHU](#)
2. [SALARY ADJUSTMENT](#) – (ACTION)
The Finance Committee recommends to the Board for approval a 3% salary adjustment to be provided to all employees effective July 1, 2018. In addition, a 1% merit pool is requested for FY 2019.
3. [ADMINISTRATIVE PROCEDURES AMENDMENT](#) – (ACTION)
The Board will consider approval of a cash disbursement policy on MAPA Foundation Loan Programs.
4. [FY 2019 MAPA COMMITTEES](#) – (ACTION)
The FY 2019 MAPA committee members will be appointed.
5. [APPOINTMENT OF THE FY 2019 SECRETARY / TREASURER](#) – (ACTION)
The Board will be requested to ratify the Chairperson's appointment of Patrick Bloomingdale as Secretary/Treasurer for the FY 2019.

J. ADDITIONAL BUSINESS

K. DISCUSSION

1. [FY 2019 TIP FEE](#) - (DISCUSSION)
Staff will present the TIP fees that will be invoiced contingent upon an amendment to the Interlocal Agreement.

L. ADJOURNMENT

Future Meetings/Events:

Council of Officials Meeting – Bellevue, NE: July 11, 2018
Finance Committee: Wednesday, July 18, 2018
Board of Directors: Thursday, July 26, 2018

Executive Session: The MAPA Board of Directors reserves the right to enter into an executive session in order to protect the public interest with respect to discussion regarding litigation and personnel.

* Individuals interested in addressing the MAPA Board of Directors during the Public Comment period about agenda items should identify themselves by name and address before speaking. Individuals interested in addressing the MAPA Board of Directors regarding nonagenda items must sign the request to speak list located in the Board Room prior to the beginning of the meeting.

Requests to speak may also be made to MAPA in writing by regular U.S. mail or email (mapa@mapacog.org) provided that requests are received by close of business on the day prior to the meeting. Speakers will be limited to three minutes. The presiding officer shall have authority to limit discussion or presentation by members and non-members of the Board of Directors or to take other appropriate actions necessary to conduct all business in an orderly manner.

**OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY
BOARD OF DIRECTORS REGULAR MEETING**

Minutes
May 31, 2018

The Board of Directors met at the MAPA offices, 2222 Cuming Street, Omaha. Chairperson Sanders called the meeting to order at 1:46 p.m.

A. ROLL CALL/INTRODUCTIONS

Members/Officers Present

Clare Duda	Douglas County Commissioner
Doug Kindig	NE Small Cities/Counties Representative (Mayor, City of La Vista)
Gary Mixan	Sarpy County Commissioner
Rita Sanders (Chair)	Mayor, City of Bellevue/Chair
Jean Stothert	Mayor, City of Omaha

Members/Officers Absent

Patrick Bloomingdale	MAPA Secretary/Treasurer, Douglas County
Tom Hanafan (Vice-Chair)	Pottawattamie County Board of Supervisors
Vinny Palermo	Omaha City Council
Carol Vinton	IA Small Cities/Counties Representative (Mills County Board of Supervisors)
Matt Walsh	Mayor, City of Council Bluffs

MAPA Staff

Court Barber	Christina Brownell	Sue Cutsforth	Don Gross	Melissa Engel
Mike Helgerson	Karna Loewenstein	Emily Sneller	Jeff Spiehs	Marie Wagner
Greg Youell				

Guest

Kevin Andersen – City of Omaha
Vicki Quaites-Ferris – H2050 Equity Engagement Committee Chair

B. APPROVAL OF THE MINUTES of the April 26, 2018 meeting – (Action)

MOTION by Kindig, SECOND by Duda to approve the minutes of the April 26, 2018 meeting of the Board of Directors.

AYES: Duda, Kindig, Mixan, Sanders, Stothert

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

C. APPROVAL OF FINANCE COMMITTEE MINUTES AND REPORT – (Action)

Ms. Melissa Engel reported that the Finance Committee met on May 23, 2018 and approved bills for April, reviewed March financial statements and approved contract payments. Items were forwarded to the Board of Directors for approval.

MOTION by Duda, SECOND by Stothert to approve the minutes of the May 23, 2018 Finance Committee meeting.

AYES: Duda, Kindig, Mixan, Sanders, Stothert

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

Approved by _____
Patrick Bloomingdale, Secretary/Treasurer

D. AGENCY REPORTS & PRESENTATIONS – (Info)

1. Agency Reports –

a. Executive Director's Report - Greg Youell, Executive Director

Mr. Youell provided an update to the Board on MAPA activities for the month of April. The Executive Director's report included updates on new staff members, Smart Cities planning, the MAPA Regional Planning Committee (Heartland 2050 Re-focus), ground-level ozone/Little Steps Big Impact project, and Federal update. Mr. Youell requested Board input on MAPA's role in securing allocation of Federal and State Transportation Funding through the State of Nebraska to our region. The Board recommends the Chamber to be the lead. MAPA could provide data to the Chamber in support of our region.

b. Equity Growth Profile Update – Ms. Vicki Quaites-Ferris, Equity & Engagement Committee Chair

Ms. Quaites-Ferris presented to the Board a summary of the updated Equity Profile for the Omaha-Council Bluffs Region. The initial profile was released in 2014 to give a snapshot of equity in our region. The H2050 Equity & Engagement Committee wanted an updated profile with more recent data. The summary included defining and 'Equitable Region', and how that impacts the region and economy. The indicators include demographics (who lives in the region and how is it changing), economic vitality (can all residents participate and contribute, readiness and skills gaps (are individuals ready for the workforce, connectedness, and economic benefit. Ms. Quaites-Ferris presented key findings from the profile and noted where progress is being made in our region as well as areas for growth and improvement. The roll-out of the Profile will be at a Summit held jointly with the United Way of the Midlands on June 6.

E. PUBLIC COMMENT –

None.

F. CONSENT AGENDA – (Action)

The Board considered Consent Agenda items listed below for approval.

1. Final Contract Payment – Lovgren – \$8,192.50

2. July Insurance Renewals –

The Board considered for approval the renewal of MAPA's Life / AD&D, Long Term Disability and Dental Plan.

a. Life / AD&D

b. Long Term Disability

c. Dental Plan

3. Travel – 2018 TRB Tools of the Trade Conference – Kansas City, MO –

The Board considered for approval travel to Kansas City, MO for staff members Mike Helgerson and Josh Corrigan to attend the 2018 TRB Tools of the Trade Conference on August 22-24, 2018.

MOTION by Duda, SECOND by Stothert to approve all items listed on the Consent Agenda.

AYES: Duda, Kindig, Mixan, Sanders, Stothert

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

G. OLD BUSINESS

1. FY 2018 Transportation Improvement Program (TIP) Amendment #7 – (Action)

Mr. Barber presented to the Board for approval the FY 2018 TIP Amendment #7. Changes include the removal of two projects from the Eastern Nebraska Community Action Partnership FY 2017 & FY 2018 5310 Vehicle Purchases; increase in funding for the Crossroads of Western Iowa FY 2018 5310 Vehicle Purchase; local funding increase for the 2018 Bellevue Resurfacing Project, decrease in funding for the Omaha Housing Authority FY 2021 5310 Vehicle Purchase; removal of Western Douglas County Trail Phase 2 from the TIP; and a local funding increase for 156th Street Phase Two.

MOTION by Kindig, SECOND by Stothert to approve the FY 2018 TIP Amendment #7.

AYES: Duda, Kindig, Mixan, Sanders, Stothert

NAYS: None.
ABSTAIN: None.
MOTION CARRIED.

2. 2040 Long Range Transportation Plan (LRTP) Amendment #7 – (Action)

Mr. Barber presented to the Board for approval the 2040 Long Range Transportation Plan (LRTP) Amendment #7. The amendment reflects the change in local funding for the City of Omaha project - 156th Street Phase Two and the addition of Performance Measures to the LRTP.

MOTION by Duda, SECOND by Stothert to approve the 2040 LRTP Amendment #7.

AYES: Duda, Kindig, Mixan, Sanders, Stothert
NAYS: None.
ABSTAIN: None.
MOTION CARRIED.

3. Additional FY18 Office Remodel Funds – (Action)

Mr. Youell presented to the Board for approval of additional FY18 office remodel funds. There is no change in total cost, request is to move \$22,873 from Phase 2 into Phase 1.

MOTION by Kindig, SECOND by Mixan to approve the Additional FY18 Office Remodel Funds.

AYES: Duda, Kindig, Mixan, Sanders, Stothert
NAYS: None.
ABSTAIN: None.
MOTION CARRIED.

H. NEW BUSINESS

1. New Contracts – (Action)

Mr. Youell presented to the Board for approval the new contracts listed below.

a. Bellevue Bridge Study not to exceed \$150,000

Mr. Greg Youell made a request to table Agenda Item H.1.a – Bellevue Bridge Study.

MOTION by Kindig, SECOND by Mixan to table Item H.1.a – Bellevue Bridge Study.

AYES: Duda, Kindig, Mixan, Sanders, Stothert
NAYS: None.
ABSTAIN: Walsh
MOTION CARRIED.

b. City of Blair BUILD Grant writing not to exceed \$10,000

Mr. Greg Youell presented to the Board for approval the City of Blair BUILD Grant Writing contract. Blair has requested assistance from MAPA to apply for a BUILD grant for the Blair South Bypass project.

MOTION by Stothert, SECOND by Duda to approve the new contract for the City of Blair BUILD Grant Writing not to exceed \$10,000.

AYES: Duda, Kindig, Mixan, Sanders, Stothert
NAYS: None.
ABSTAIN: Walsh
MOTION CARRIED.

c. FY 2019 Federal Planning Pass through Grants

Mr. Greg Youell presented to the Board for approval the FY 2019 Federal Planning Pass through Grants listed below:

- i. Douglas County GIS - \$55,000 federal funds, \$23,571 local match, \$2,750 admin fee

- ii. Sarpy County GIS and Planning - \$57,000 federal funds, \$24,429 local match, \$2,850 admin fee
- iii. City of Omaha Planning - \$30,000 federal funds, \$12,857 local match, \$1,500 admin fee
- iv. City of Omaha Public Works - \$60,000 federal funds, \$25,714 local match, \$3,000 admin fee

MOTION by Kindig, SECOND by Mixan to approve the new contracts listed above.

AYES: Duda, Kindig, Mixan, Sanders, Stothert

NAYS: None.

ABSTAIN: Walsh

MOTION CARRIED.

2. TRANSPORTATION IMPROVEMENT PLAN (TIP) FEE POLICY STATEMENT – (Action)

Mr. Youell presented to the Board for approval the TIP Fee Policy Statement. The Policy Statement must be included in MAPA's Interlocal Agreement, this change will require a 2/3 approval by the MAPA Council of Officials. As requested, language was added to authorize the Executive Director to approve the TIP fee to be paid over two years. Any other changes in TIP Fee length or amount must come to the Board of Directors for approval.

MOTION by Duda, SECOND by Stothert to approve the TIP Fee Policy Statement.

AYES: Duda, Kindig, Mixan, Sanders, Stothert

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

3. Request from Bennington for a Reduction in TIP Fee –

Mr. Youell presented to the Board for approval a request to reduce Bennington's TIP Fee to \$10,000 for FY 19 to be paid over 2 years.

MOTION by Duda, SECOND by Kindig to approve the request from Bennington for a reduction of TIP Fee to \$10,000 for FY 19 to be paid over 2 years.

Discussion: Chairperson Sanders asked if by approving this exception would set a precedent. Mr. Youell stated that he has been communicating with other small communities that have projects coming and they fully intend to pay the full amount of the TIP Fee. Mr. Youell also stated that any future request would still have to come to the Board for approval.

AYES: Duda, Kindig, Mixan, Sanders, Stothert

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

4. Draft FY 2019 – 2024 Transportation Improvement Program (TIP) – (Action)

Mr. Barber presented to the Board for approval the Draft FY 2019 – 2024 TIP to go to a 30-Day public comment period. Notable changes include the addition of the TIP Fee and Performance Measures.

MOTION by Duda, SECOND by Stothert to approve the Draft FY 2019 – 2024 TIP to go to a 30-Day public comment period.

AYES: Duda, Kindig, Mixan, Sanders, Stothert

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

5. FY 2019 Budget – (ACTION)

Ms. Youell presented to the Board for approval the FY 2019 Budget items and FY 2019 Work Program.

- a. Funds Budget
- b. Line Item Budget
- c. Program Budget

d. FY 2019 Work Program / UPWP

MOTION by Duda, SECOND by Stothert to approve the FY 2019 Budget Items and FY 2019 Work Program.

AYES: Duda, Kindig, Mixan, Sanders, Stothert

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

6. FY 2019 Office Remodel Request – (ACTION)

Mr. Greg Youell presented to the Board for approval the FY 2019 Office Remodel Request. This would approve \$24,150 for the Phase 2 remodel.

MOTION by Kindig, SECOND by Mixan to approve the FY 2019 Office Remodel Request.

AYES: Duda, Kindig, Mixan, Sanders, Stothert

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

7. Election of Officers – (ACTION)

Chairperson Sanders announced to the Board that, as specified in the Interlocal Agreement, the FY 2019 Chair and Vice-Chair of the MAPA Board of Directors will be elected. Officers will take office July 1, 2018. Nominations were opened.

Kindig nominated Hanafan as Chair and Palermo as Vice Chair; Kindig later withdrew his nominations.

Duda motioned to nominate Sanders as Chair and Hanafan as Vice-Chair, seconded by Kindig.

AYES: Duda, Kindig, Mixan, Sanders, Stothert

NAYS: None.

ABSTAIN: None.

MOTION CARRIED to nominate Sanders as Chair and Supervisor Hanafan as Vice-Chair effective July 1, 2018.

Nominations closed.

Duda motioned to accept nominations of Sanders as Chair and Hanafan as Vice-Chair, seconded by Stothert.

AYES: Duda, Kindig, Mixan, Sanders, Stothert

NAYS: None.

ABSTAIN: None.

MOTION CARRIED to elect Sanders as Chair and Hanafan as Vice-Chair effective July 1, 2018.

8. General Liability Insurance Renewal – (ACTION)

Ms. Melissa Engel presented to the Board for approval the General Liability Insurance Renewal. Ms. Engel noted that there is a 7% premium increase (< \$300) in the Business Owner's Package. Potential additional risks were found in the lease agreement in regards to MAPA's responsibility for 'common areas'. MAPA would also like to add drone services in the future and is requesting approval for an additional \$2,500 to potentially incorporate drone services into the liability policy.

MOTION by Duda, SECOND by Stothert to approve the General Liability Insurance Renewal and an additional \$2,500 for drone services.

AYES: Duda, Kindig, Mixan, Sanders, Stothert

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

9. Partnership with the Wellness Council of the Midlands (WELLCOM) – (ACTION)

Mr. Greg Youell presented to the Board for approval the partnership with WELLCOM. MAPA would like to exchange membership with WELLCOM to assist in reaching out to large employers during the air quality awareness campaigns.

MOTION by Kindig, SECOND by Mixan to approve the partnership with WELLCOM.

AYES: Duda, Kindig, Mixan, Sanders, Stothert

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

I. ADDITIONAL BUSINESS

None.

J. DISCUSSION

None.

K. ADJOURNMENT

MOTION by Duda to Adjourn. Chairperson Sanders adjourned the meeting at 2:58 p.m.

METROPOLITAN AREA PLANNING AGENCY
2222 Cuming Street
Omaha NE 68102-4328
Finance Committee
June 20, 2018

The MAPA Finance Committee met June 20, 2018, in the MAPA conference room. Patrick Bloomingdale called the meeting to order at 8:30 a.m.

ROLL CALL

Members Present

Patrick Bloomingdale, Secretary/Treasurer
Steve Dethlefs, Washington County
Clare Duda, Douglas County
Tom Hanafan, Pottawattamie County (Arrived at 8:42 a.m.)
Gary Mixan, Sarpy County (Arrived at 8:49 a.m.)
Carol Vinton, Mills County

Staff Present

Natasha Barrett
Melissa Engel
Don Gross (Arrived 8:58 a.m.)
Amanda Morales
Greg Youell

A. MONTHLY FINANCIAL STATEMENTS (April 2018)

1. Bank Reconciliation (American National Bank) and Statements on Investments
2. Receipts and Expenditures
3. Schedule of Accounts Receivable/ Accounts Payable
4. Statement of Financial Position
5. Statements of Revenues and Expenditures

Ms. Engel presented the April financials. She reported that the Agency has a NPAIT CD that will mature at the end of June for just under \$136,000. These funds are payments received from jurisdictions for the NIROC aerial photography project and will be used to pay Pictometry this month.

B. FOR FINANCE COMMITTEE APPROVAL

1. Contract Payments
 - a. Birdhouse Design – PMT #4 - \$997.50
 - b. City of Omaha Public Works – PMT #3 - \$7,856.58
 - c. Pictometry (FY 2018-2023) – PMT #1 - \$230,350.00
 - d. Pictometry (FY2018-2023) – PMT #2 - \$140,631.12

Mr. Youell presented the contract payments. The Birdhouse Design payment is for their work on MAPA's office redesign through May 2018. The City of Omaha Public Works payment is for the City's traffic counting program expenses for the third quarter of FY 2018. The Pictometry payment number one is for additional aerial photography services performed in FY 2018. The second payment to Pictometry is for aerial photography services in FY 2019.

MOTION Dethlefs SECOND by Duda, to approve the contract payments as presented. MOTION CARRIED.

2. Contract Payments with exceptions
 - a. EDR – PMT #1 – Not to exceed \$24,914.38

Mr. Youell presented the Economic Development Research Group, Inc. (EDR) payment with exceptions for the firms work on the Transit Return on Investment Study through April 2018.

MOTION Duda SECOND by Hanafan, to approve the EDR contract once all necessary documentation has been received. MOTION CARRIED.

3. Final Contract Payment
 - a. Marquez Painting - \$1,500.00

Mr. Youell presented the final contract payment of \$1,500 for Marquez Painting. The total cost to paint MAPA's office space was \$7,281.37.

MOTION Duda SECOND by Hanafan, to approve the final payment to Marquez Painting. MOTION CARRIED.

4. Travel

a. Sustaining Military Readiness Conference - St. Louis, MO – Matt Roth - \$1,282

Mr. Youell presented the travel in the amount of \$1,282, for employee Matt Roth to attend “Sustaining Military Readiness Conference” August 12 – 16th. MAPA will receive reimbursement for expenses associated with this travel through a Department of Defense, Joint Land Use Study (JLUS) grant.

MOTION Hanafan SECOND by Duda, to approve Matt Roth’s travel to St. Louis, MO. MOTION CARRIED

C. RECOMMENDATION TO THE BOARD

1. Final Contract Payments

- a. Pictometry (FY2016-2018) - \$462,232.00
- b. Smart Growth America - \$12,500.00

Mr. Youell presented the final contract payments. The Pictometry payment is for aerial photography contract for FY 2016 - 2018. The Smart Growth in America payment is for facilitating a one-day Complete Streets Workshop in March. The main objectives of the workshop were to build a common understanding of Complete Streets, inform participants on how to adopt Complete Street policies, and educate on the numerous benefits of having a more bikeable and walkable community. Funding for this contract will come partially from a Public Health Block Grant through the Iowa Department of Public Health

MOTION Hanafan SECOND by Vinton to recommend that the Board of Directors approve the final contract payments as presented. MOTION CARRIED.

2. New Contracts

- a. Pottawattamie County GIS - \$30,000 federal, \$12,857 match, \$1,500 admin.
- b. Metro (planning) - \$60,000 federal, \$25,714 match, \$3,000 admin.

Mr. Youell presented new contracts. The Pottawattamie County GIS contract is FY 2019. The GIS program will create, maintain and manage ongoing geospatial data. Metro’s FY 2019 contract will cover various planning activities to support the regional transit system.

MOTION Duda SECOND by Bloomingdale to recommend that the Board of Directors approve the new contracts as presented. MOTION CARRIED.

3. Contract Amendments

- a. Mini Grants
 - i. City of Omaha – 13th Street Walkability Study – Extended to 12-31-18
 - ii. Metro – Transit Development Plan – Extended to 12-31-18

Mr. Youell presented the mini grant amendments. Both the City of Omaha, 13th Street walkability study and Metro’s Transit Development Plan are time extension amendments. The new completion date of these contracts will be December 31, 2018. Mr. Duda asked why these projects were in need of a time extension? Mr. Youell explained that these mini grants are something new to the agency and have not developed as quickly as initially thought.

MOTION Duda SECOND by Hanafan to recommend that the Board of Directors approve the contract amendments as presented. MOTION CARRIED.

4. FY 2019

- a. Depository Resolution
- b. Salary Adjustment

MAPA management requests a 3% salary adjustment to be provided to all employees effective July 1, 2018, in addition, a 1% merit pool is requested for FY 2019.

Mr. Youell presented the annual Depository Resolution designating depositories for all agency funds. The designated depositories are the Executive Director, Director of Finance and Operations, and the MAPA Treasurer. Ms. Engel pointed out to the committee that the resolution states that Nebraska Public Agency Investment Trust (NPAIT) and American National Bank as the official depositories for all agency funds.

Ms. Youell presented the FY 2019 salary adjustment recommendation of 3% to all employees and an addition 1% merit pool. The committee asked what the current staff turnover rate is. Mr. Youell commented that it is minimal. Mr. Mixan asked what financial impact the proposed salary adjustments have on the FY 2019 budget. Ms. Engel responded that those projections could be available at the Board meeting next week.

MOTION Vinton SECOND by Duda to recommend that the Board of Directors approve the Depository Resolution and salary adjustment as presented. MOTION CARRIED.

5. Admin Policy Amendment

Mr. Gross presented the Admin Policy Amendment for the MAPA Foundation Loan Program.

MOTION Duda SECOND by Hanafan to recommend that the Board of Directors approve the Admin. Policy amendment as presented. MOTION CARRIED.

D. DISCUSSION/INFORMATION
1. Metro Lease Agreement

MAPA is currently waiting for Metro to present them with a lease agreement. The agency is currently paying on a month to month arrangement. MAPA's legal counsel had no concerns regarding the liability fault wording in the current lease agreement.

E. OTHER

F. ADJOURNMENT

The meeting adjourned at 9:16 a.m.

METROPOLITAN AREA PLANNING AGENCY
2222 Cuming Street
Omaha, Nebraska 68102

Subcontractor's Payment Authorization

Contractor: Pictometry

Contract Approved by Board of Directors: January 2016

Contract Amount not to exceed: \$1,386,698.00

Final Payment

1. Computation of Payment

Bill to Date	\$1,386,698.00
Less Previous Payments	<u>\$924,466.00</u>
Payment Due this Date	<u>\$462,232.00</u>

2. Payment Approved

RECOMMENDED PAYMENT BY:

Responsible Charge / Staff Member

Program Director

Executive Director

Payment approved by Finance Committee

Treasurer

Payment approved by Board of Directors

Chair, MAPA Board of Directors



Pictometry International Corp.
25 Methodist Hill Drive
Rochester, NY 14623
Phone: (585)-486-0093
accountsreceivable@eagleview.com

INVOICE

Date	INVOICE #
6/16/2016	INV016177

Bill To
Metropolitan Area Planning Agency,NE Greg Youell, -Executive Director 2222 Cuming Street Omaha NE 68102-4328 United States

Ship To
Metropolitan Area Planning Agency,NE Greg Youell, -Executive Director 2222 Cuming Street Omaha NE 68102-4328 United States

Customer ID	PO Number	Payment Term	Order #	Salesperson	Ship Date
A123660		Net 730	C126029	Doug Tonnemacher	6/16/2016
Qty	Description				Amount
1	FLIGHT#2 YR3 - Due 6/16/2018				\$462,232.00

Subtotal	\$462,232.00
Tax	\$0.00
Total	\$462,232.00
Deposits/Credits	\$0.00
Total Due (USD)	\$462,232.00

Please make checks payable to Pictometry International Corp.



Subcontractor Payment Authorization

Contract Number: 1890310004
Contract Party: Smart Growth America
Contract Description: National Complete Streets Coalition Workshop
Contract Approved by Board of Directors: February 22, 2018
Contract Amount: \$12,500.00
Match Amount: \$0.00
Contract Period: February 22, 2018 - June 30, 2018

Final Payment

1. Computation of Payment

Bill to Date	\$ 12,500.00
Less Previous Payments	\$ <u> -</u>
Payment Due this Date	\$ <u>12,500.00</u>

2. Payment Approved

RECOMMENDED PAYMENT BY:

Responsible Charge / MAPA Staff Member

Department Manager

Executive Director

Payment approved by Finance Committee

Date

MAPA Treasurer/Finance Committee Member

Payment approved by Board of Directors

Date

MAPA Board Chair/Member



THANK YOU FOR YOUR BUSINESS!



Smart Growth America
Improving lives by improving communities



National Complete Streets Coalition

Workshop Evaluation Form

	Scale:	Excellent	Very Good	Good	Fair	Poor
1. Quality of presentations Comment:		5	4	3	2	1
2. Overall usefulness of workshop for your work Comment:		5	4	3	2	1
3. Quality and usefulness of exercises Comment:		5	4	3	2	1
4. Discussions and involvement of participants Comment:		5	4	3	2	1
5. Usefulness of materials provided Comment:		5	4	3	2	1

Is there any additional information that would be helpful to your Complete Streets initiative?

What was the most valuable part of the workshop?

Thought Roger especially did a great job facilitating the conversation

What next steps should those who participated in this workshop now take?

Any additional comments?



Workshop Evaluation Form

	Scale:	Excellent	Very Good	Good	Fair	Poor
1. Quality of presentations Comment:		5	4	(3)	2	1
2. Overall usefulness of workshop for your work Comment:		5	4	(3)	2	1
3. Quality and usefulness of exercises Comment:		5	(4)	3	2	1
4. Discussions and involvement of participants Comment:		5	4	(3)	2	1
5. Usefulness of materials provided Comment:		5	4	(3)	2	1

Overall, I thought it was good. I came in late & not sure what was going on so this was good for me

Is there any additional information that would be helpful to your Complete Streets initiative?

please

What was the most valuable part of the workshop?

going thru the individual steps to see how it would fit CB

What next steps should those who participated in this workshop now take?

Any additional comments?

liked the examples you provided. Thank you for coming. it was very interesting



Smart Growth America
Improving lives by improving communities



National Complete
Streets Coalition

Workshop Evaluation Form

	Scale:	Excellent	Very Good	Good	Fair	Poor
1. Quality of presentations Comment:		(5)	4	3	2	1
2. Overall usefulness of workshop for your work Comment:		5	(4)	3	2	1
3. Quality and usefulness of exercises Comment:		5	(4)	3	2	1
4. Discussions and involvement of participants Comment:		5	(4)	3	2	1
5. Usefulness of materials provided Comment:		5	(4)	3	2	1

Is there any additional information that would be helpful to your Complete Streets initiative?

What was the most valuable part of the workshop?

relating it directly to our city

What next steps should those who participated in this workshop now take?

make sure we locally are all on the same page - because I'm not sure we are!

Any additional comments?

(PW vs. CD)

Great consultant team!



Workshop Evaluation Form

	Scale:	Excellent	Very Good	Good	Fair	Poor
1. Quality of presentations Comment:		5	4	3	2	1
2. Overall usefulness of workshop for your work Comment:		5	4	3	2	1
3. Quality and usefulness of exercises Comment:		5	4	3	2	1
4. Discussions and involvement of participants Comment:		5	4	3	2	1
5. Usefulness of materials provided Comment:		5	4	3	2	1

Is there any additional information that would be helpful to your Complete Streets initiative?

What was the most valuable part of the workshop?

Conversation and an airing of issues

What next steps should those who participated in this workshop now take?

Continue the conversation

Any additional comments?



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**National Complete
Streets Coalition**

Workshop Evaluation Form

	Scale:	Excellent	Very Good	Good	Fair	Poor
1. Quality of presentations Comment:		5	4	3	2	1
2. Overall usefulness of workshop for your work Comment:		5	4	3	2	1
3. Quality and usefulness of exercises Comment:		5	4	3	2	1
4. Discussions and involvement of participants Comment:		5	4	3	2	1
5. Usefulness of materials provided Comment:		5	4	3	2	1

Is there any additional information that would be helpful to your Complete Streets initiative?

MORE EXAMPLES OF LOWER END OF SPECTRUM
OF POLICY

What was the most valuable part of the workshop?

DISCUSSION SPECIFIC TO CB

What next steps should those who participated in this workshop now take?

FORMULATE IDEAS INTO POLICY

RATCHET UP POLICY TO INCLUDE MORE DETAIL

Any additional comments?



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National Complete
Streets Coalition

Workshop Evaluation Form

	Scale:	Excellent	Very Good	Good	Fair	Poor
1. Quality of presentations Comment:		5	4	3	2	1
2. Overall usefulness of workshop for your work Comment:		5	4	3	2	1
3. Quality and usefulness of exercises Comment:		5	4	3	2	1
4. Discussions and involvement of participants Comment:		5	4	3	2	1
5. Usefulness of materials provided Comment:		5	4	3	2	1

Is there any additional information that would be helpful to your Complete Streets initiative?

Examples of other policies

What was the most valuable part of the workshop?

Open discussion

What next steps should those who participated in this workshop now take?

Review follow-up memo

Any additional comments?



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improving lives by improving communities



**National Complete
Streets Coalition**

Workshop Evaluation Form

	Scale:	Excellent	Very Good	Good	Fair	Poor
1. Quality of presentations Comment:		5	(4)	3	2	1
2. Overall usefulness of workshop for your work Comment:		(5)	4	3	2	1
3. Quality and usefulness of exercises Comment:		5	4	(3)	2	1
4. Discussions and involvement of participants Comment:		5	(4)	3	2	1
5. Usefulness of materials provided Comment:		5	(4)	3	2	1

Is there any additional information that would be helpful to your Complete Streets initiative?

What was the most valuable part of the workshop?

Teaching the basics

What next steps should those who participated in this workshop now take?

Any additional comments?



Smart Growth America
improving lives by improving communities



**National Complete
Streets Coalition**

Workshop Evaluation Form

	Scale:	Excellent	Very Good	Good	Fair	Poor
1. Quality of presentations Comment:		5	④	3	2	1
2. Overall usefulness of workshop for your work Comment:		⑤	4	3	2	1
3. Quality and usefulness of exercises Comment:		⑤	4	3	2	1
4. Discussions and involvement of participants Comment:		5	④	3	2	1
5. Usefulness of materials provided Comment:		⑤	4	3	2	1

Is there any additional information that would be helpful to your Complete Streets initiative?

What was the most valuable part of the workshop?

Open discussion amongst the group - ~~about~~ outdoor walking tour

What next steps should those who participated in this workshop now take?

Continue discussing a complete street policy.

Any additional comments?

MAPA CONTRACT COVER PLATE
(Amendment 1)

CONTRACT IDENTIFICATION

1. Contract Number: 185022004
2. Project: 13th Street Walkability Study
3. Effective Date: Date of Written Notice to Proceed
4. Completion Date: December 31, 2018

CONTRACT PARTIES

5. Contractor Name and Address:

City of Omaha
Public Works Department
1819 Farnam Street
Omaha, NE 68183

6. The Planning Agency:

The Omaha-Council Bluffs Metropolitan Area Planning Agency
2222 Cuming Street
Omaha, Nebraska 68102

ACCOUNTING DATA

7. Contract – not to exceed \$100,000 FHWA PL Funds, plus minimum \$ 25,000 in local matching funds.
Allotted - \$100,000 FHWA PL Funds, CFDA Number 20.205

DATES OF SIGNING AND MAPA BOARD APPROVAL

8. Date of MAPA Board Approval –
9. Date of City Approval

AMENDMENT TO THE AGREEMENT BETWEEN
THE OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY
AND
CITY OF OMAHA

This amendatory agreement made and entered into as of this twenty-sixth day of June, 2018 by and between City of Omaha Public Works Department, 1819 Farnam Street, Omaha, NE 68183, (herein called "the City") and the Omaha-Council Bluffs Metropolitan Area Planning Agency, 2222 Cuming Street, Omaha, Nebraska 68102 (herein called the "Planning Agency"),

WITNESSETH:

WHEREAS, the Planning Agency and the City entered into an agreement dated July 27, 2017 and,

WHEREAS, the parties to that Amendment now desire to amend the completion date as on the Contract Cover Plate of said Agreement and the Time of Performance paragraph on page 2 of said Agreement.

WHEREAS, the parties hereto do mutually agree as follows:

THAT, the Completion Date, on the Contract Cover plate of said Agreement dated July 27, 2017 be and is hereby amended to read as follows:

"Completion Date: December 31, 2018"

AND THAT, the Time of Performance paragraph on page 3 of said Agreement dated July 27, 2017 be and is hereby amended to read as follows:

"5. Time of Performance. The services of the City are to commence the date a written "Notice to Proceed" is issued and end December 31, 2018."

The parties hereto further agree that except as herein expressly provided the Agreement entered into by the parties on July 27, 2017 shall be unchanged and remain in full force and effect.

IN WITNESS WHEREOF the Planning Agency and the City have executed this Contract as of the date first above written.

CITY OF OMAHA

Attest: _____ Date _____ By _____ Date: _____

Printed Name

Title

OMAHA-COUNCIL BLUFFS METROPOLITAN
AREA PLANNING AGENCY

Attest: _____ Date _____ By _____ Date: _____
Board Chair

MAPA CONTRACT COVER PLATE
(Amendment 1)

CONTRACT IDENTIFICATION

1. Contract Number: 180227002
2. Project: Transit Development Plan
3. Effective Date: Date of Written Notice to Proceed
4. Completion Date: December 31, 2018

CONTRACT PARTIES

5. Contractor Name and Address:

The Transit Authority, City of Omaha
(Doing business As Metro)
2222 Cuming Street
Omaha, Nebraska 68102

6. The Planning Agency:

The Omaha-Council Bluffs Metropolitan Area Planning Agency
2222 Cuming Street
Omaha, Nebraska 68102

ACCOUNTING DATA

7. Contract – not to exceed \$87,500 FHWA PL Funds, plus minimum \$ 21,875 in local matching funds.
Allotted - \$87,500 FHWA PL Funds, CFDA Number 20.205

DATES OF SIGNING AND MAPA BOARD APPROVAL

8. Date of MAPA Board Approval –
9. Date of Contractor Approval

AMENDMENT TO THE AGREEMENT BETWEEN
THE OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY
AND
TRANSIT AUTHORITY, CITY OF OMAHA

This amendatory agreement made and entered into as of this twenty-sixth day of June, 2018 by and between Transit Authority, City of Omaha, 2222 Cuming Street, Omaha, NE 68102, (herein called "the Contractor") and the Omaha-Council Bluffs Metropolitan Area Planning Agency, 2222 Cuming Street, Omaha, Nebraska 68102 (herein called the "Planning Agency"),

WITNESSETH:

WHEREAS, the Planning Agency and the Contractor entered into an agreement dated July 27, 2017 and,

WHEREAS, the parties to that Amendment now desire to amend the completion date as on the Contract Cover Plate of said Agreement and the Time of Performance paragraph on page 3 of said Agreement.

WHEREAS, the parties hereto do mutually agree as follows:

THAT, the Completion Date, on the Contract Cover plate of said Agreement dated July 27, 2017 be and is hereby amended to read as follows:

"Completion Date: December 31, 2018"

AND THAT, the Time of Performance paragraph on page 3 of said Agreement dated July 27, 2017 be and is hereby amended to read as follows:

"5. Time of Performance. The services of the Consultant are to commence the date a written notice to proceed is issued and end December 31, 2018."

The parties hereto further agree that except as herein expressly provided the Agreement entered into by the parties on July 27, 2017 shall be unchanged and remain in full force and effect.

IN WITNESS WHEREOF the Planning Agency and the Consultant have executed this Contract as of the date first above written.

TRANSIT AUTHORITY, CITY OF OMAHA

Attest: _____ Date _____ By _____ Date: _____

Printed Name

Title

OMAHA-COUNCIL BLUFFS METROPOLITAN
AREA PLANNING AGENCY

Attest: _____ Date _____ By _____ Date: _____
Board Chair

OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY
RESOLUTION NUMBER 2018 – 33

WHEREAS, the members of the Omaha-Council Bluffs Metropolitan Area Planning Agency (MAPA) Board of Directors have been formally designated by their respective legislative bodies to act as the official representative in planning matters of mutual concern; and

THEREFORE, BE IT RESOLVED by the Board of Directors of MAPA that the Executive Director, Director of Finance and Operations and the MAPA Treasurer are hereby appointed Depositories for MAPA for the deposit of all funds belonging to the agency effective July 1, 2018; and

BE IT FURTHER RESOLVED, that MAPA designates Nebraska Public Agency Investment Trust (NPAIT), Lincoln, NE and American National Bank as official depositories for all agency funds.

Passed on this 28th day of June, 2018

Rita Sanders, Chairperson
MAPA Board of Directors

I HEREBY CERTIFY, that the foregoing is a true and correct copy of a resolution duly and legally adopted by the Board of Directors of the Omaha-Council Bluffs Metropolitan Area Planning Agency (MAPA) at a legal meeting on the 28th day of June, 2018

Patrick Bloomingdale
MAPA Secretary/Treasurer



kansas city
 1512 grand boulevard
 kansas city, missouri 64108
 p: 816.300.1122
 f: 816.300.1123

wichita
 801 east douglas, suite 106
 wichita, kansas 67202
 p: 316.448.0427
 f: 316.448.0428

omaha
 707 south 15th street
 omaha, nebraska 68102
 p: 402.991.7471
 f: 402.991.7472

INVOICE


DATE: 06/20/18
 INVOICE #: 11399
 PROPOSAL #: 12212
 PROJECT #: 85-52

BILL TO		CLIENT #:	4038	INSTALL AT	
MAPA 2222 Cuming Street Omaha, NE 68102				MAPA 2222 Cuming Street Omaha, NE 68102	
CUSTOMER P/O#		ENCOMPAS CONTACT		PAYMENT TERMS	
signed quote		Kira Luxon		Net Due Now	
LN#	QTY	ITEM NUMBER	DESCRIPTION	UNIT SELL	EXTENDED
1	1	TVRA-3672-L JSNGG7A	Jive, Table, Rectangular, Laminate, 36"x72", 42"h, Painted Based	588.94	588.94
2	2	TN1	Allermuir Tonina Chair (Pack of 4)	486.75	973.50
3	2	TARP-3030-L TSNXC4A	Planes, Table, Pebble, Laminate, 30"x30", 29"H, Painted Base, Casters	222.99	445.98
4	1	LOT	AIS Private Office	3,045.66	3,045.66
5	1	LOT	AIS Storage Room	3,553.96	3,553.96
6	1	LOT	AIS Intern Workstations	2,422.58	2,422.58
7	1	LOT	AIS Workstations	26,753.70	26,753.70
8	1	LOT	AIS Reception Station	1,667.59	1,667.59
9	20	MF21W1C12	Humanscale M/Flex Monitor Arm	190.03	3,800.60
10	20	A-CHM	AIS, Divi, Panel Coat Hook	10.24	204.80
11	1	LABOR	OIS Labor	7,192.95	7,192.95
				PRODUCT INSTALL	43,457.31 7,192.95
REMIT TO ENCOMPAS 1512 GRAND BLVD KANSAS CITY, MO 64108				FINAL TOTAL.:	50,650.26
				LESS DEPOSIT	-17,728.00
				AMOUNT DUE	32,922.26
PAGE 1 OF 1					

Amendment 8 - Proposed

Effective Date 06/28/2018

Revisions

Project Name	Date 	Description
Notre Dame Housing FY2018 5310 Vehicle Purchase	06/15/2018	The FY2022 Capital Expenditure phase is moved forward to FY2018 and the project name is changed to "Notre Dame Housing FY2018 5310 Vehicle Purchase." There is no change to the funding amount.
FY2018 MAPA TIP Document	06/15/2018	Chapter 2 has been updated to include language related to performance measures as required by USDOT.
FY2018 MAPA TIP Document	06/15/2018	Table 5.4 - Metro Program of Projects Tables is updated to reflect Metro's current program. \$849,375 of Section 5339 funding is programmed from Metro's FY2015 apportionment.

						FFY of Obligation 2018				FFYO 2019		FFYO 2020		FFYO 2021		FFYO 2022	
Lead Agency	State	DUNS	Project Name	Scope/ALI	Funding Source	FY16	FY17	FY18	2018 Notes	FY19	2019 Notes	FY20	2020 Notes	FY21	2021 Notes	FY22	2022 Notes
Crossroads of Western Iowa/SWITA	Iowa	Not Yet Provided	Demand Response Vehicles	600000/111315	5310 Capital	\$ -	\$ 15.598	\$ 64.662	17+18	\$ -		\$ 94.300		\$ -		\$ -	
SWITA	Iowa	115071151	Demand Response Vehicles	600000/111315	5310 Capital	\$ -	\$ -	\$ -		\$ 8.980	19+20	\$ 25.520	19+20	\$ -		\$ -	
City of Council Bluffs	Iowa	051955433	Demand Response Vehicles	600000/111315	5310 Capital	\$ 169.847	\$ 87.397	\$ -		\$ -		\$ 94.818		\$ -		\$ 36.300	
City of Council Bluffs			Capitalized Cost of Contracting	600000/117113	5310 Capital	\$ -	\$ -	\$ -		\$ 70.672							
Friendship Program	Nebraska	107600348	Demand Response Vehicles	600000/111315	5310 Capital	\$ -	\$ -	\$ 29.600		\$ 49.280		\$ -		\$ -		\$ -	
Intercultural Senior Center	Nebraska	Not Yet Provided	Demand Response Vehicles	600000/111315	5310 Capital	\$ -	\$ -	\$ -		\$ 49.280		\$ -		\$ -		\$ -	
Florence Home for the Aged	Nebraska	072893977	Demand Response Vehicles	600000/111315	5310 Capital	\$ 31.376	\$ 13.116	\$ 36.244	17+18	\$ 33.152		\$ -		\$ 83.780		\$ -	
Omaha Housing Authority	Nebraska	072922545	Demand Response Vehicles	600000/111315	5310 Capital	\$ -	\$ 48.000	\$ -		\$ -		\$ -		\$ -		\$ -	
Eastern Nebraska Human Service Agency	Nebraska	839847659	Demand Response Vehicles	600000/111315	5310 Capital	\$ 41.289	\$ 47.511	\$ 88.800		\$ 66.304		\$ -		\$ -		\$ -	
Eastern Nebraska Community Action Partnership	Nebraska	34832972	Demand Response Vehicles	600000/111315	5310 Capital	\$ -	\$ -	\$ -		\$ -		\$ 50.600		\$ -		\$ -	
City of LaVista	Nebraska	Not Yet Provided	Demand Response Vehicles	600000/111315	5310 Capital	\$ -	\$ -	\$ -		\$ 49.280		\$ -		\$ -		\$ 53.240	
City of Bellevue	Nebraska	54156260	Demand Response Vehicles	600000/111315	5310 Capital	\$ -	\$ 48.000	\$ 48.000		\$ -		\$ -		\$ -		\$ 53.240	
City of Ralston	Nebraska	034940593	Demand Response Vehicles	600000/111315	5310 Capital	\$ -	\$ -	\$ -		\$ -		\$ -		\$ -		\$ -	
Sarpy County	Nebraska	Not Yet Provided	Capitalized Cost of Contracting	600000/117113	5310 Capital	\$ 7.000	\$ 19.291	\$ -		\$ -		\$ -		\$ -		\$ -	
City of Papillion	Nebraska	20182283	Demand Response Vehicles	600000/111315	5310 Capital	\$ 46.640	\$ 24.340	\$ -	17+20	\$ -		\$ 26.260	17+20	\$ 51.920		\$ -	
Heartland Family Service	Nebraska	020178331	Demand Response Vehicles	600000/111315	5310 Capital	\$ -	\$ -	\$ -		\$ -		\$ -		\$ -		\$ 53.240	
Region 5 Services	Nebraska	Not Yet Provided	Demand Response Vehicles	600000/111315	5310 Capital	\$ -	\$ -	\$ -		\$ -		\$ -		\$ 51.920		\$ -	
Notre Dame Housing	Nebraska	Not Yet Provided	Demand Response Vehicles	600000/111315	5310 Capital	\$ -	\$ -	\$ 48.400		\$ -		\$ -		\$ -		\$ -	
New Cassel Retirement Center	Nebraska	093401735	Demand Response Vehicles	600000/111315	5310 Capital	\$ -	\$ -	\$ -		\$ -		\$ -		\$ -		\$ 53.240	
MAPA	Nebraska		Admin	44200/442421	5310 Operations	\$ 50.000	\$ 50.000	\$ 50.000		\$ 50.000		\$ 50.000		\$ 50.000		\$ 50.000	
City of Council Bluffs	Iowa		Operations	300000/300901	5310 Operations	\$ 75.190	\$ 77.380	\$ 72.485		\$ -		\$ 90.850		\$ 88.500		\$ 14.520	
Intercultural Senior Center	Nebraska		Operations	300000/300901	5310 Operations	\$ 15.900	\$ 19.838	\$ -		\$ -		\$ -		\$ -		\$ -	
Florence Home for the Aged	Nebraska		Operations	300000/300901	5310 Operations	\$ 19.608	\$ 45.580	\$ 42.728		\$ 42.784		\$ 13.225		\$ 28.910		\$ 81.675	
Black Hills Works	Nebraska		Operations	300000/300901	5310 Operations	\$ 6.608	\$ 44.718	\$ 38.892		\$ 54.354		\$ 65.010		\$ 4.720		\$ 33.275	
New Cassel Retirement Center	Nebraska		Operations	300000/300901	5310 Operations	\$ -	\$ -	\$ -		\$ -		\$ 3.795		\$ 12.390		\$ 57.475	
Heartland Family Service	Nebraska		Operations	300000/300901	5310 Operations	\$ -	\$ -	\$ -		\$ -		\$ 8.395		\$ 18.290		\$ -	
Bryant Resource Center	Nebraska		Operations	300000/300901	5310 Operations	\$ -	\$ 10.600	\$ -		\$ -		\$ 7.120		\$ 35.400		\$ -	
Metro	Nebraska		Metro AVL	300000/300901	5310 Operations	\$ 75.000	\$ -	\$ -		\$ -		\$ -		\$ -		\$ -	
Total 5310 Cost						\$ 538.458	\$ 551.369	\$ 519.811		\$ 474.086		\$ 529.892		\$ 425.830		\$ 486.205	
5310 Apportionment						\$ 538.458	\$ 551.369	\$ 557.978		\$ 530.000	Estimate	\$ 530.000	Estimate	\$ 530.000	Estimate	\$ 530.000	Estimate
Capital Requirement						\$ 296.152	\$ 303.253	\$ 306.888		\$ 291.500		\$ 291.500		\$ 291.500		\$ 291.500	
Capital Cost						\$ 296.152	\$ 303.253	\$ 315.706		\$ 326.948		\$ 291.498		\$ 187.620		\$ 249.260	
Capital Balance						\$ -	\$ -	\$ (9)		\$ (35.448)		\$ 0.003		\$ 103.880		\$ 42.240	
Operations Limit						\$ 242.306	\$ 248.116	\$ 251.090		\$ 238.500		\$ 238.500		\$ 238.500		\$ 238.500	
Operations Cost						\$ 242.306	\$ 248.116	\$ 204.105		\$ 147.138		\$ 238.395		\$ 238.210		\$ 236.945	
Operations Balance						\$ -	\$ -	\$ 28.985		\$ 91.362		\$ 0.106		\$ 0.290		\$ 1.555	
Program Balance						\$ -	\$ -	\$ 38.167		\$ 55.914		\$ 0.108		\$ 104.170		\$ 43.795	

Programming Process

2.1 Introduction

MAPA's TIP includes projects funded by the US Department of Transportation (USDOT) and its associated administrations. The Federal Highway Administration, Federal Transit Administration, and Federal Aviation Administration provide funding for roadways & trails, public transit, and aviation projects respectively. The MAPA TIP includes basic project information such as the anticipated cost estimates, proposed funding sources, and schedule for each phase of federally-funded projects. Non-federal projects are shown with less-detailed listings that provide basic project information.

2.1.1 Legislative Requirements

The current authorized federal transportation legislation is the Fixing America's Surface Transportation Act (FAST). FAST charges MPOs with the creation and maintenance of a fiscally-constrained Transportation Improvement Program (TIP).¹ Creating a fiscally constrained TIP requires MAPA to allocate an amount of projects (based upon reasonable estimates) within the limits of reasonably available future revenues (based upon historical trends). MAPA cooperates and coordinates with state and local governments and public transit operators to create a TIP that prioritizes and lists all federally-funded and regionally significant transportation projects programmed for at least the next four fiscal years. Federal regulations require only four years but MAPA has chosen to program six years to better coordinate with local 1 & 6 Year Plans.

The projects listed in the TIP must be financially realistic and achievable; as such, this TIP is fiscally-constrained for fiscal years 2018 through 2021. Projects are also listed for 2022 and 2023 for illustrative purposes, indicating that there are long-term plans to move forward with the projects, but they are not part of the four-year, fiscally-constrained program.

Illustrative projects are not guaranteed to be awarded the funding that they have been assigned and are not fiscally constrained. Illustrative projects are shown in the TIP to allow for earlier project phases (such as preliminary engineering and environmental compliance) to occur. Projects are included in the TIP when full funding can reasonably be anticipated to be available for the project before its predicted completion date. Project development schedules require timelines that sometimes exceed the four year period of the TIP. When this occurs, projects that extend beyond the first four-year (fiscally constrained) period are shown in the illustrative years. Some projects may list construction phases beyond 2022 as they are not anticipated to begin construction until beyond the six year period encompassed by the MAPA TIP.

2.1.2 Maintenance of the Transportation Improvement Program

Federal regulations require a TIP be updated every four years. NDOT and IDOT administrative policy necessitates that MAPA update the TIP annually. After approval by the MAPA Board of Directors, the TIP is sent for approval by the governors of Nebraska and Iowa (typically represented by NDOT and Iowa DOT). The Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) also review and approve the TIP and have final approval of State Transportation Improvement Plans (STIP) which include all local TIPs.

¹ Per 23 CFR Part 450

2.2 Regional Transportation Funding

The FAST Act and previous transportation authorizations use the term *suballocation* to refer to portions of the federal funds apportioned to a State that must be used in specific areas within the State. Under FAST, suballocation is required for a portion of each State's apportionment under Surface Transportation Program Block Grants (STBG) and the Transportation Alternatives Set-Aside Funding (TAP). Specific Federal Transit Administration Programs (such as Section 5310 funding) utilize similar formulas to suballocate funding. MAPA receives an annual suballocation of funds for each of these programs.

2.2.1 Surface Transportation Program Block Grants (STBG)

The Surface Transportation Program Block Grant funds a wide range of projects including construction, maintenance, and other projects on streets, highways, and bridges. STBG funding is extremely flexible and can be utilized for other projects including capital transit projects, enhancement projects, transportation demand management projects (e.g. carpool and vanpool), safety improvements, planning studies, natural habitat and wetlands mitigation efforts, and intelligent transportation systems (ITS) improvements, among others.

STBG funding is distributed by formula to various programs and jurisdictions inside the states. Under the FAST Act, the USDOT sets two percent aside nationally for the Transportation Alternatives Program (TAP). Additionally, States receive two percent off the top to assist in funding State Planning and Research (SPR). The funding available after these set-asides is available for suballocation based upon the following formulas:

- 48 Percent of STBG – States may allocate this funding to any eligible jurisdiction in the state
- 52 Percent of STBG – States suballocate funding based upon population into three silos
 - Areas under 5,000
 - Areas 5,001 to 200,000
 - Areas over 200,000

Each eligible silo receives funding based upon its population as a percentage of total state population. In Nebraska, TMAs (areas over 200,000 in population) had a combined population of 961,357 as of the 2010 Census. This equates to 51 percent of the total state population of 1,826,341 and affords TMAs 51 percent of Nebraska's STBG apportionment each year.

The MAPA Region receives funding from both the Nebraska and Iowa allocations of STBG. This funding cannot be transferred across state lines. Figures 2.1a and 2.1b on the following page display the sources of Nebraska STBG-MAPA funds and the Iowa funding portion of the MAPA MPO area based upon the formulas contained in MAP-21. These figures illustrate the flow of STBG funds from Congress beginning with apportionment to Nebraska and Iowa and resulting in suballocation to the MAPA region. Note that the period of availability of these funds runs for the year of apportionment (FY2018) plus three subsequent fiscal years. Therefore, funding apportioned to the MAPA region in FY2018 is available to be spent from FY2018 to FY2021.

In 2017 MAPA began the Heartland 2050 Mini-Grants Program through the Heartland 2050 initiative using STBG funds. Through this program MAPA will fund regionally significant planning projects with the goal of creating more livable communities that include transit, bicycle, and pedestrian connections.

Figure 2.1a – Nebraska STBG-MAPA Funding Pathway

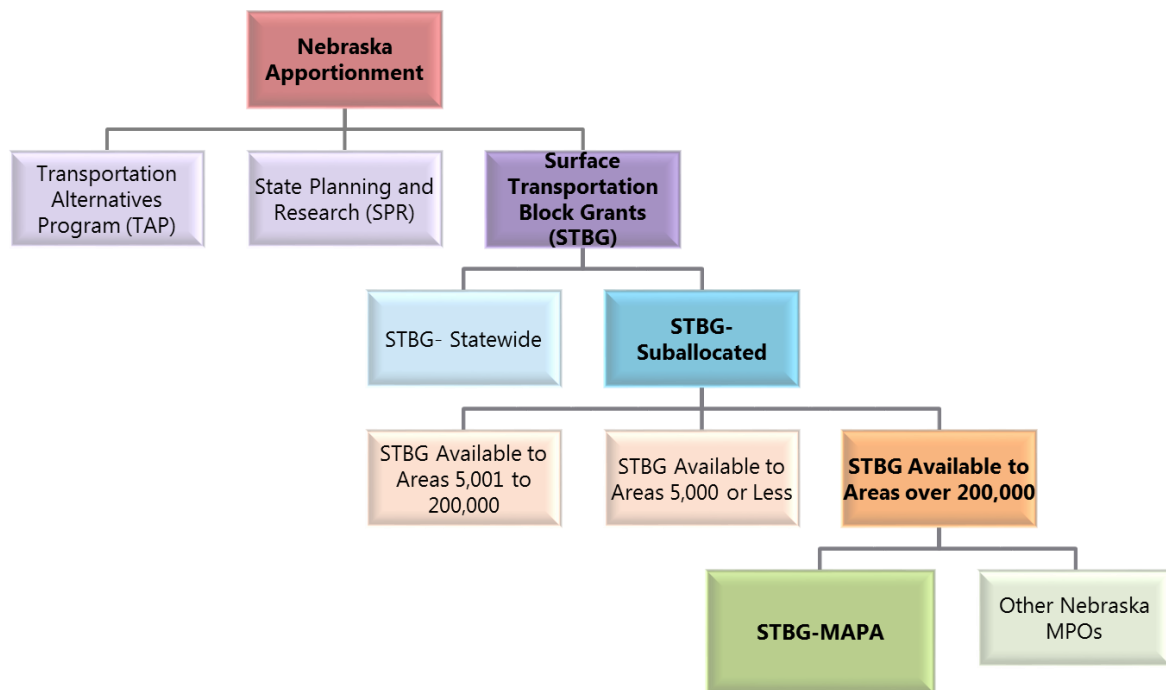
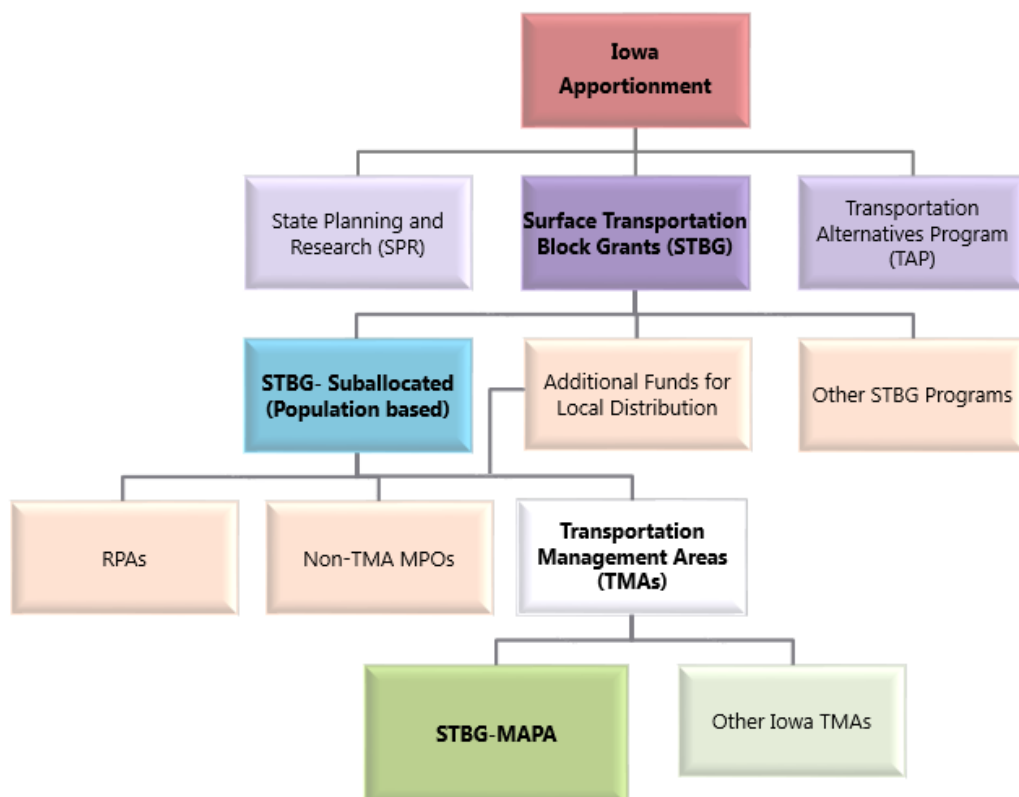


Figure 2.1b – Iowa STBG-MAPA Funding Pathway



2.2.2 Transportation Alternatives Program (TAP)

Transportation Alternatives (TAP) are federally funded, community-based projects that expand travel choices and enhance the transportation experience by integrating modes and improving the cultural, historic, and environmental aspects of our transportation infrastructure. Much like the STBG-MAPA program, funding for these projects is suballocated to the MAPA region by the states. TAP projects must be one of several eligible activities and must relate to surface transportation, including the following:

- Pedestrian and Bicycle Facilities (including ADA improvements)
- Safe Routes for Non-Drivers
- Conversion of Abandoned Railway Corridors to Trails
- Scenic Turn-Outs and Overlooks
- Outdoor Advertising Management
- Historic Preservation & Rehabilitation of Historic Transportation Facilities
- Vegetation Management
- Archaeological Activities
- Environmental Mitigation
- Stormwater Mitigation
- Wildlife Management

The TAP project sponsor must illustrate the project's relationship to surface transportation in the project proposal. Each state Department of Transportation (DOT) works with a Federal Highway Administration representative (FHWA) to ensure that projects meet the criteria of relating to surface transportation.

2.2.3 Section 5310 Funding

Section 5310, Federal Transit Act (49 U.S.C. §5310), authorizes the Secretary of the USDOT to make grants for the provision of transportation services meeting the special needs of seniors and individuals with disabilities. Generally, funds from this program can be used for operating expense by coordinated transit providers and for capital expenditures such as new vehicles, automatic vehicle location (AVL) systems, and other equipment purchases.

MAPA has been designated by the governors of Nebraska and Iowa to administer the Section 5310 program for the Omaha-Council Bluffs region. The Coordinated Transit Committee oversees the development of MAPA's Coordinated Transportation Plan (CTP) – the guiding document for the Section 5310 program's administration.

Under the FAST Act MAPA receives approximately \$530,000 of Section 5310 funding from FTA to fund these kinds of projects through the metropolitan region.

2.3 MAPA Project Selection Responsibilities

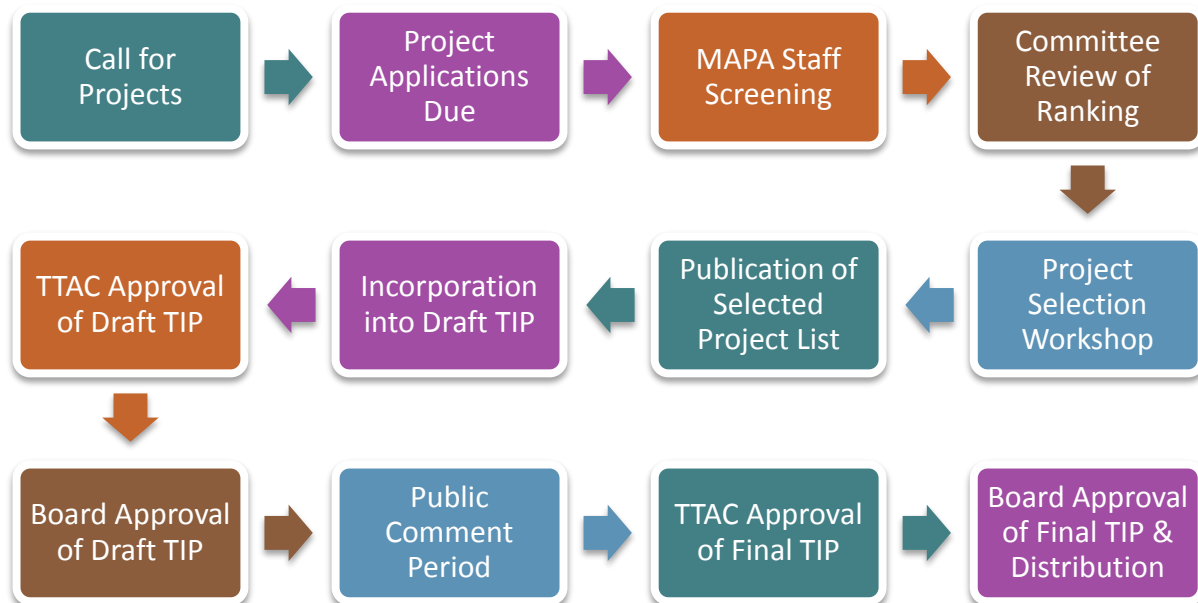
The transportation planning processes described above inform the project selection process for the MAPA TIP. In general, projects are chosen on the basis of public input, Long Range Transportation Plan goals, the Congestion Management Process, and continuous efforts by MAPA jurisdictions to monitor and address needs such as safety, signalization, and operations and maintenance. Project selection methodology differs depending on the funding program and location. Table 2.1 below displays the general timeline for selecting projects for inclusion in the FY2018 TIP. Project selection processes differ based upon the jurisdiction leading the process but all Federal-Aid projects in the MAPA MPO area must ultimately be approved by the Transportation Technical Advisory Committee and the MAPA Board of Directors. Please note that the funding programs listed are not all inclusive.

The Project Selection Subcommittee (ProSeCom), Transportation Alternatives Program Committee (TAP-C), and the Coordinated Transit Committee (CTC) all evaluate projects for their respective funding streams. The timeline and process for project application and review for the FY2018 Application Cycle is shown in Figure 2.2 (next page).

Table 2.1 – FY2018 Project Selection Cycle

Date	Task
December 2, 2016	Call for TAP Projects and Heartland 2050 Mini-Grants
January 6, 2017	Project Applications Due
January 15, 2017	MAPA Staff Screening
January 28 – February 4, 2017	Committee Review of Project Ranking
March 24, 2017	Publication of Selected Project List
February – March 2017	Incorporation into Draft FY2018-23 MAPA TIP
April – May 2017	State Review & Public Comment Period
June 2017	TTAC Approval of Final Draft FY2018-23 MAPA TIP
June 2017	MAPA Board of Directors Approval of Final FY2018-23 TIP
July 2017	Distribution of Final TIP to State & Federal Partners

Figure 2.2 – FY2018 Project Selection Cycle



MAPA staff members compile the project rankings and present them to the TAP committee for review during the Final Review Workshop. During this workshop, committees may also consider additional criteria that may be relevant to the project selection (existing network continuity, phasing feasibility, equity, etc.), and selects a list of projects. Jurisdictions whose projects are rejected have the opportunity to appeal this decision at subsequent appeals hearings.

Following the appeals hearings, MAPA staff works to program the selected projects into the TIP based upon the ranking, available funding, and realistic project phasing. Projects are presented for public comment and included in the draft TIP.

For the FY2018 application cycle, project applications were due to MAPA by January 8, 2017. Projects were screened and scored using the approved committee methodology. A final review workshop was held on February 5, 2016 to determine the final project scores and to prioritize project rankings based on a discussion of proper phasing.

2.3.1 Project Selection Subcommittee

The Project Selection Subcommittee (ProSeCom) is a twelve member sub-committee to the Transportation Technical Advisory Committee (TTAC) that includes planners, engineers, local or state staff, and public representatives. A majority of its membership of the Project Selection Committee is composed of members of the larger TTAC. Appointments to ProSeCom are made by the TTAC Chairperson. Surface Transportation Program improvement projects in the MAPA TMA are subject to the evaluation and selection of the MAPA Project Selection Committee (ProSeCom).

ProSeCom representative slots are shown below:

- Iowa DOT District 4 Representative
- Nebraska DOR District 2 Representative

- Metro Transit Representative
- Douglas County Engineer (Also represents Douglas County 2nd Class Cities)
- Sarpy County Engineer
- Sarpy County Municipalities Public Works Representative
- Omaha/Douglas County Municipalities Public Works Representative
- Omaha/Douglas County Municipalities Planning Representative
- Council Bluffs Public Works Representative
- All Metro Open Planning Representative
- Bicycle-Pedestrian Representative
- At large small cities representative

The new criteria are summarized in Table 2.2 and utilize a mixture of qualitative and quantitative data to score project applications in three project categories:

- General Roadway
- Alternative Transportation
- Systems Management

Table 2.2 –STBG-MAPA Project Selection Criteria

Application Type	Project Selection Criteria
General Roadway	Priority Corridors (High, Medium, Low)
	Future Year Level of Service
	Reliability Index
	Environmental Justice (EJ) Areas
	Redevelopment Areas
	Pavement Condition
	Percentage Local Match (points awarded over 30% match)
	Ability to Advance Construct (AC) Project
	Crashes per Million Vehicles & Crash Severity Index
	Bridge Sufficiency
	Bridge Status (Structurally Deficient and/or Functionally Obsolete)
	Bridge Detour Length
	Transportation Emphasis Areas
	Public Health Benefits
Alternative Transportation	Percentage Local Match (points awarded over 30% match)
	Air Quality Benefits
	Walkability, Access, & Equity
	Community Neighborhood Facilities & Land Use Connectivity
	Link-Node Ratio
Systems Management	Bicycle & Pedestrian Safety
	Delay Reduction (2040 Level of Service Improvement)
	Percentage Local Match
	Benefits of Proposed Study
	Multi-Jurisdictional Impacts

In an effort to foster additional implementation of Alternative Transportation and Systems Management (technology driven) solutions in the MAPA region, projects in these two categories receive priority over General Roadway projects. The flexible target allocation for a given fiscal year for these projects is between 10 – 25 percent of MAPA's annual apportionment balance. This means that selected Alternative Transportation and Systems Management projects are funded first (up to the 10-25 percent cap) followed selected General Roadway projects.

Projects submitted to MAPA for funding consideration are evaluated by the members of the Project Selection Subcommittee (ProSeCom). MAPA staff evaluates each project based upon the scoring methodology contained in the STBG-MAPA Policy Guide and makes programming recommendations to the Transportation Technical Advisory Committee.

For a full description of the MAPA STBG project selection process please visit the address below:
http://mapacog.org/images/stories/Trans_General/FY2014_ProSeCom_Policy_Guide.pdf

2.3.2 Transportation Alternatives Program Committee (TAP-C)

Under the FAST Act, projects funded under the Transportation Alternatives Program (TAP) must be competitively selected by a documented and transparent process. Each year, MAPA convenes a Transportation Alternatives Program Committee (TAP-C) to competitively select new TAP-funded projects for the region. This committee is comprised of representatives from cities, counties, state departments of transportation, public health professionals, bicycle advocates, and parks & recreation officials. Ultimately, the recommendations of this committee were formalized into the policy guide used to select projects for the development of this TIP.

Organizations which participated in the development of the TAP policy guide and criteria included:

- Iowa DOT District 4
- Nebraska DOR District 2
- Metro Transit
- Douglas County Engineer
- Sarpy County Engineer
- City of La Vista
- City of Papillion
- City of Springfield
- Omaha Bicycle-Pedestrian Advisory Committee
- City of Omaha Bicycle-Pedestrian Coordinator
- City of Omaha Public Works
- Council Bluffs Public Works
- Council Bluffs Parks & Recreation
- Papio-Missouri-River Natural Resources District
- Douglas County Health Department
- ModeShift Omaha
- Live Well Omaha
- Omaha Bicycle Company
- Public Representative

MAPA coordinated with local stakeholders on its Regional Bicycle-Pedestrian Plan to identify and prioritize corridors for bicycle and pedestrian infrastructure. During the fall of 2014, the TAP-C updated MAPA's TAP criteria using a prioritization model developed as a part of the Regional Bicycle-Pedestrian Plan. These criteria are based upon a diverse set of socioeconomic and transportation-related data that assist the TAP-C with funding decisions.

The revised criteria are summarized in Table 2.3 below and are comprised of measures in the following categories:

- Support
- Safety
- Demand
- Connectivity
- Equity

Table 2.3 – TAP-MAPA Project Selection Criteria

Factor	Weight	Selection Criteria	Data Source	Buffer (if applicable)
Support	5	Local Match %	Project Application	–
		Multi-Jurisdictional/ Partnerships	Project Application and Documentation	–
Safety	7	Physical Separation of Proposed Facility	Project Application and MAPA Review	–
		Density of Pedestrian Crashes (Pedestrian Crashes (2011-2013)/Route Length)	NDOT Highway Safety Improvement Database; INTRANS Crash Database	–
		Posted Speed Limit	Project Application and MAPA Review	–
		Future Traffic Volume (ADT)	MAPA Travel Demand Model	Volume within Project Corridor
Demand	6	Population density within 1/2 mile	MAPA Land Use Activity Allocation Model (LUAAM)	1/2 Mile
		Employment density within 1/2 mile	MAPA Land Use Activity Allocation Model (LUAAM)	1/2 Mile
		Proximity to Schools (Including Universities)	INFOGROUP data and MAPA Review	1/4 Mile
Connectivity	9	Level of Transit Service	Metro Transit	1/4 Mile
		Connectivity to Existing Facilities	MAPA Regional Bicycle-Pedestrian Master Plan	1/4 Mile
		Connectivity to MAPA Priority Corridors	MAPA Project Selection Committee (ProSeCom)	1/4 Mile
Equity	6	Proximity to Environmental Justice Areas	MAPA Transportation Improvement Program (TIP)	Within EJ Area; partially within EJ area
		Community Access to a Vehicle (% No Vehicle Households)	2012 American Community Survey	1/2 Mile

Selected TAP projects were accepted into the MAPA TIP using an interim qualitative evaluation process to select TAP projects from existing Transportation Enhancement (TE) projects in February of 2013. This process was based upon input from sponsoring jurisdictions, NDOT, and FHWA-Nebraska Division and was led by MAPA and members of TAP-C

The Guidance Document for TAP-MAPA Project Selection is available online at the address below:
http://www.mapacog.org/images/stories/Trans_General/ MAPA_TAP_Policy_Guide_FINAL.pdf

2.3.3 Coordinated Transit Committee (CTC)

MAPA, the Nebraska Department of Transportation, and the Iowa Department of Transportation are designated by the States of Nebraska and Iowa as the recipients of federal funding for transit under Section 5310 – Enhanced Mobility of Seniors and Individuals with Disabilities. This means MAPA receives a direct annual apportionment from FTA without going through the states. MAPA coordinates with the two state agencies based on memorandums of understanding.

The CTC develops the selection criteria, scoring rubric, and application for agencies requesting 5310 funding. The following membership assisted in this development:

- AARP
- Black Hills Workshop
- Catholic Charities
- City of Bellevue
- City of Council Bluffs
- City of LaVista/Ralston
- City of Omaha
- City of Papillion
- Crossroads of Western Iowa
- Developmental Services of Nebraska, Inc.
- Disabled American Veterans
- Eastern Nebraska Community Action Partnership
- Employment First
- Empowerment Network
- Eastern Nebraska Human Services Agency
- Eastern Nebraska Office on Aging
- Florence Home
- Friendship Program
- Goodwill Industries
- Heartland Family Service
- Heartland Workforce Solutions
- Intercultural Senior Center
- Iowa DOT
- Lutheran Family Services
- Mayor's Commission for Citizen's with Disabilities
- Metro Transit
- Nebraska Department of Transportation
- Nebraska Veterans of Foreign Wars
- Neighborhood Works Home Solutions
- Omaha Association of the Blind
- Omaha Home for Boys
- Papio-Missouri River Natural Resources District
- Paralyzed Veterans of America
- Ponca Tribe of Nebraska
- Pottawattamie County Veteran Affairs
- Sarpy County
- Sherwood Foundation
- Southern Sudan Community Association
- Southwest Iowa Transit Agency (SWITA)
- United Way of the Midlands
- University of Nebraska at Lincoln

MAPA'S 5310 project selection process is a competitive screening similar to the STBG and TAP processes. Section 5310 selection criteria are summarized in Table 2.4. There are two funding tracts within 5310 – Traditional-Capital and Other/New Freedom-Capital and Operations.

Projects submitted for 5310 funding consideration are evaluated by MAPA staff based upon the scoring methodology contained in the CTC Selection Criteria available at the following address: http://mapacog.org/images/stories/CTC/FY2016/FY16_CTC_5310_PolicyGuide_Final.pdf. The CTC reviews the scores and makes a recommendation to TTAC, which then makes a final recommendation to the MAPA Board of Directors.

Nebraska & Iowa TAP Project Rankings	
North 30 th Street Multimodal Transit Amenities	1
River Road Trail	2
Gretna to Wehrspann Trail	3
Giles Road/42 nd Street SRTS Sidewalks	4

Recommendations regarding award amounts and project programming were determined by the ProSeCom, TAP-C, and the CTC during Programming Workshops for each program on February 5, 2016. In some cases, projects that were ranked higher during the evaluation process will be programmed at a later date due to the necessary phasing of projects (i.e., PE/NEPA phase must be completed before ROW phase can begin) and the ability to program less costly phases and remain in fiscal constraint.

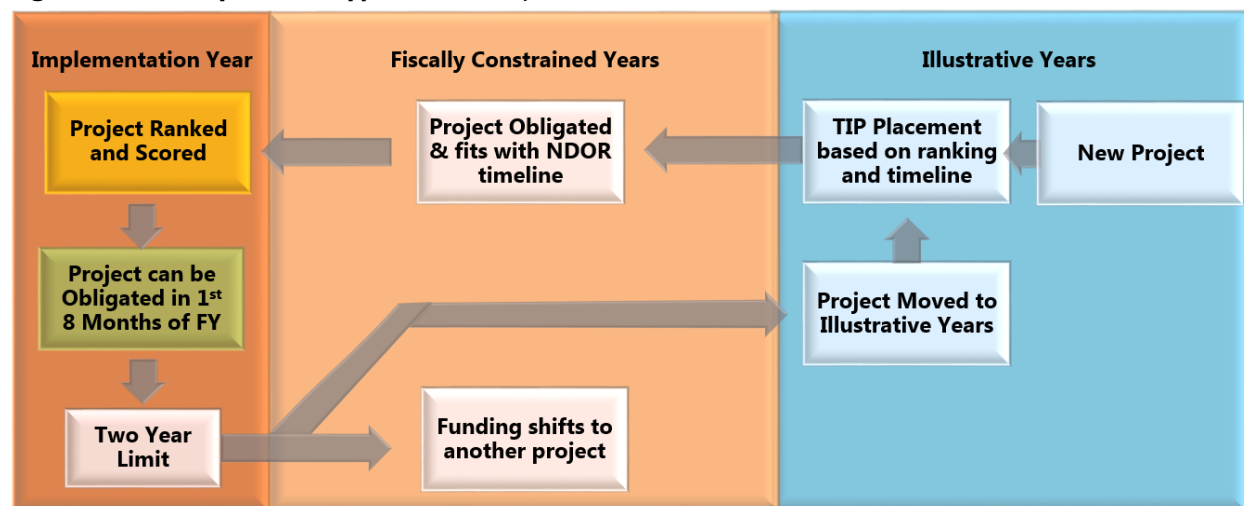
2.4 Development & Implementation of TIP Projects

Based on federal, state, and local regulations, projects must navigate a process to move from concept to reality. The project lifecycle can be a complex process that may take years to complete. This section provides an overview of a generic federal-aid project and the tools MAPA utilizes to program projects accurately.

2.4.1 Lifecycle of a Typical Project in the MAPA Region

A diagram and narrative of the lifecycle of a given transportation improvement project are outlined below and shown in Figure 2.3. Public involvement and participation will occur at each phase of the project's life.

Figure 2.3 – Lifecycle of a Typical TIP Project



Project concepts must first be locally developed and included in locally developed planning documents to be eligible to be entered into the MAPA Long Range Transportation Plan (LRTP). Once the project has been included in the fiscally constrained portion of the MAPA LRTP, the project sponsor must apply to ProSeCom, TAP-C, or the CTC for inclusion in the 4th year of the fiscally constrained MAPA TIP. If it scores in the top tier of project applications, it may be included in the 4th year of the current TIP. Projects that do not make it into the top tier will be reevaluated with any new applications in subsequent application cycles.

Once the project has been included in the 4th year of the TIP it will continue to flow forward to year 3, year 2, and finally year 1 in subsequent TIP documents. Projects can only expend funding on those phases that are listed in year 1 of the TIP.

It is important to note that if a project is listed in a city or county plan with federal funding as a revenue source it may not actually have federal funding directed toward it. The MAPA TIP displays all USDOT projects in the MAPA region that are funded with federal dollars. In order to secure STBG-MAPA, TAP, or 5310 funding (federal funding), a project must navigate the above process and be included in the TIP.

2.4.2 Funding Implementation: A Two Gate Process

To streamline the STBG, TAP, and 5310 project selection process and to ensure the effective use of federal funds, MAPA will allocate funding of projects in the TIP using a two gate process to move projects into the implementation year. The implementation year, or year one of the TIP, is the fiscal year during which funding for a project or project phase can be obligated. In addition to ranking projects based on criteria, projects will also be evaluated based on each project's timeline of implementation and fiscal constraint within the TIP. The two gate process will allow projects to advance from the illustrative years to the implementation year of the TIP:

First Gate – New projects and projects wanting to move from the illustrative years to the fiscal constraint years are ranked and placed in the TIP based on each individual project's ranking, timelines, and the available funding per year.

Second Gate - Projects that can be obligated within the first 8 months of the fiscal year will be moved to the implementation year of the TIP based on NDOT timelines and fiscal constraints.

Each project that will be programmed in the TIP must submit an attainable timeline, be ranked by MAPA staff, and approved by the relevant committee before it will be placed in the TIP. Each committee (ProSeCom, TAP-C or the CTC) will have flexibility in selecting projects that are deemed higher priority to the committee. Projects will be allowed to present an argument for implementation before the committee if the project sponsor wishes to challenge the points total or scoring of the project. No project will be allowed to move into the implementation year unless the project timeline has been approved by the Project Selection Committee (either ProSeCom, TAP-C, or CTC), TTAC, and MAPA's Board of Directors and fits within the fiscal year as coordinated with either NDOT or Iowa DOT for each state's projects respectively.

MAPA's project funds are allowed to be carried over in the TIP from one Federal fiscal year to another if MAPA has not obligated all of its apportionment for that fiscal year. Only project phases that can be obligated within the first 8 months of the fiscal year based on MAPA's programming guidelines will be eligible to be moved to the first year of the TIP. In order to ensure implementation and effective use of STBG, TAP, and 5310 funding, projects are limited to two years in the implementation year (most recent year) of the TIP. If a project cannot be obligated within two years, the project phase or phases will be moved to Advanced Construction, a later year within the TIP, or funding will be reallocated to another project. This will help ensure that deadlines will be met and help those projects that have been moved forward most effectively to proceed to construction and completion.

2.4.3 Performance Based Planning Measures: Target Setting

With the passing of the Moving Ahead for Progress in the 21st Century (MAP-21) transportation bill, and continuing in the FAST-Act, states and MPOs are required to use performance based transportation planning practices. MPO TIPs will be required to document compliance with each of the performance

based planning categories. Categories currently implemented include Safety (PM 1) and Transit Asset Management (TAM).

Compliance with safety performance based planning requirements began May 27, 2018 for MPOs. To satisfy the safety performance measure MPOs can choose to support the DOT safety targets or MPOs can set their own unique targets. MAPA chose to set its own unique targets for the Omaha-Council Bluffs region.

Any Iowa DOT sponsored HSIP projects within the MPO area were selected based on the safety performance measures set by Iowa DOT and were approved by the Iowa Transportation Commission. The Iowa DOT conferred with numerous stakeholder groups, including MAPA, as part of its target setting process. Working in partnership with local agencies, Iowa DOT safety investments were identified and programmed which will construct effective countermeasures to reduce traffic fatalities and serious injuries. The Iowa DOT projects chosen for HSIP investment are based on crash history, roadway characteristics, and the existence of infrastructure countermeasure that can address the types of crashes present. The Iowa DOT continues to utilize a systemic safety improvement process rather than relying on “hot spot” safety improvements.

The Safety PM Final Rule establishes five performance measures as the five-year rolling averages to include:

1. Number of Fatalities
2. Rate of Fatalities per 100 Million Vehicle Miles Traveled (VMT)
3. Number of Serious Injuries
4. Rate of Serious Injuries per 100 Million VMT
5. Number of Non-motorized Fatalities and Non-motorized Serious Injuries

Compliance with the FTA final rule on Transit Asset Management began on January 1, 2017 for transit providers. FTA's national Transit Asset Management System Rule:

- Defines "state of good repair"
- Requires grantees to develop a TAM plan
- Establishes performance measures
- Establishes annual reporting requirements to the National Transit Database
- Requires FTA to provide technical assistance

Safety Performance Measure Targets

The Safety Performance Management Measures regulation supports the Highway Safety Improvement Program (HSIP) and requires State Departments of Transportation (DOTs) and Metropolitan Planning Organizations (MPOs) to set HSIP targets for these five safety performance measures. MPOs must establish their HSIP targets by February 27 of the calendar year in which they apply.

MPOs establish HSIP targets by either:

1. Support the State HSIP Target; or
2. Establish its own HSIP Target.

As a result of the stakeholder process, MAPA elected to establish its own HSIP targets for safety performance measures, and as a bi-state MPO, MAPA coordinated with both the Nebraska Department of Transportation (NDOT) and the Iowa Department of Transportation (Iowa DOT) in the process of adopting its own region-wide targets. Targets for the MAPA region were identified using VMT estimates for all public roads within the planning area to establish rate targets. These targets have since been integrated into the metropolitan transportation planning process and include a description of the

anticipated effect of the TIP toward achieving HSIP targets in the MTP, linking investment priorities in the TIP to these safety targets.

MAPA will coordinate with both NDOT and the Iowa DOT on the manner in which they will report targets to the respective state agencies. A systems performance report evaluating the condition and performance of the transportation system with respect to the safety performance targets described in the MTP including progress achieved by MAPA in achieving safety performance targets will be produced annually by MAPA to NDOT and Iowa DOT.

The following safety performance measures have been adopted by the MAPA Executive Board:

Table 2.6 - Safety Performance Measure Targets

Safety Performance Measure Summary		
5-Year Rolling Average		
Category	2012-2016	2014-2018
	Baseline	Anticipated Target
Fatalities (#)	53.4	55.6
Fatality Rate	0.839	0.961
Serious Injuries (#)	539.0	510.6
Serious Injury Rate	8.450	7.968
Non-Motorized (# Fatal & Serious)	53.4	56.0

Transit State of Good Repair (SGR) Targets

The TAM final rule requires transit providers and group TAM plan sponsors to set State of Good Repair (SGR) performance targets within three months after the effective date of the final rule [49 CFR § 625.45 (b)(1)]. MAPA reviewed and coordinated with Metro Transit and the City of Council Bluffs in a review of the ages, conditions, and useful life status of equipment, rolling stock and facilities (as applicable). Targets were jointly agreed to based on the investment program laid out in the FY2018 Transportation Improvement Program (TIP).

Public transit capital projects included in the TIP align with the transit asset management (TAM) planning and target setting processes undertaken by the Iowa DOT, transit agencies, and MPOs. The Iowa DOT establishes a group TAM plan and group targets for all small urban and rural providers while large urban providers establish their own TAM plans and targets. Investments are made in alignment with TAM plans with the intent of keeping the state's public transit vehicles and facilities in a state of good repair and meeting transit asset management targets. The Iowa DOT allocates funding for transit rolling stock in accordance with the Public Transit Management System process. In addition, the Iowa DOT awards public transit infrastructure grants in accordance with the project priorities established in Iowa Code chapter 924. Additional state and federal funding sources that can be used by transit agencies for vehicle and facility improvements are outlined in the funding chapter of the Transit Manager's Handbook. Individual transit agencies determine the use of these sources for capital and operating expenses based on their local needs.

Metro Transit and the Council Bluffs Specialized Transit Service, in conjunction with MAPA Executive Board approval, have adopted the following SGR targets for FY2018:

Table 3.7 – FY2018 Transit State of Good Repair Targets

Agency	Asset	Target % Exceeding Useful Life Benchmark
Metro Transit	Equipment	100%
	Rolling Stock	26%
	Facilities	0%
Council Bluffs STS	Rolling Stock	25%

2.5 Other Federal Transportation Programs

The majority of Federal Highway Administration (FHWA) program funds in the TIP are not directly suballocated to MAPA. In general, NDOT and Iowa DOT make programming decisions for these funding programs and MAPA cooperates with the states and local jurisdictions to program the projects in the TIP appropriately. A detailed tabulation of the funding programmed from these funding sources can be found in Chapter 3.

Funding for Federal Transit Administration (FTA) and Federal Aviation Administration (FAA) programs are also programmed in the TIP. Descriptions of these programs are found in the following sections.

2.5.1 Federal Transit Authority Funded Projects

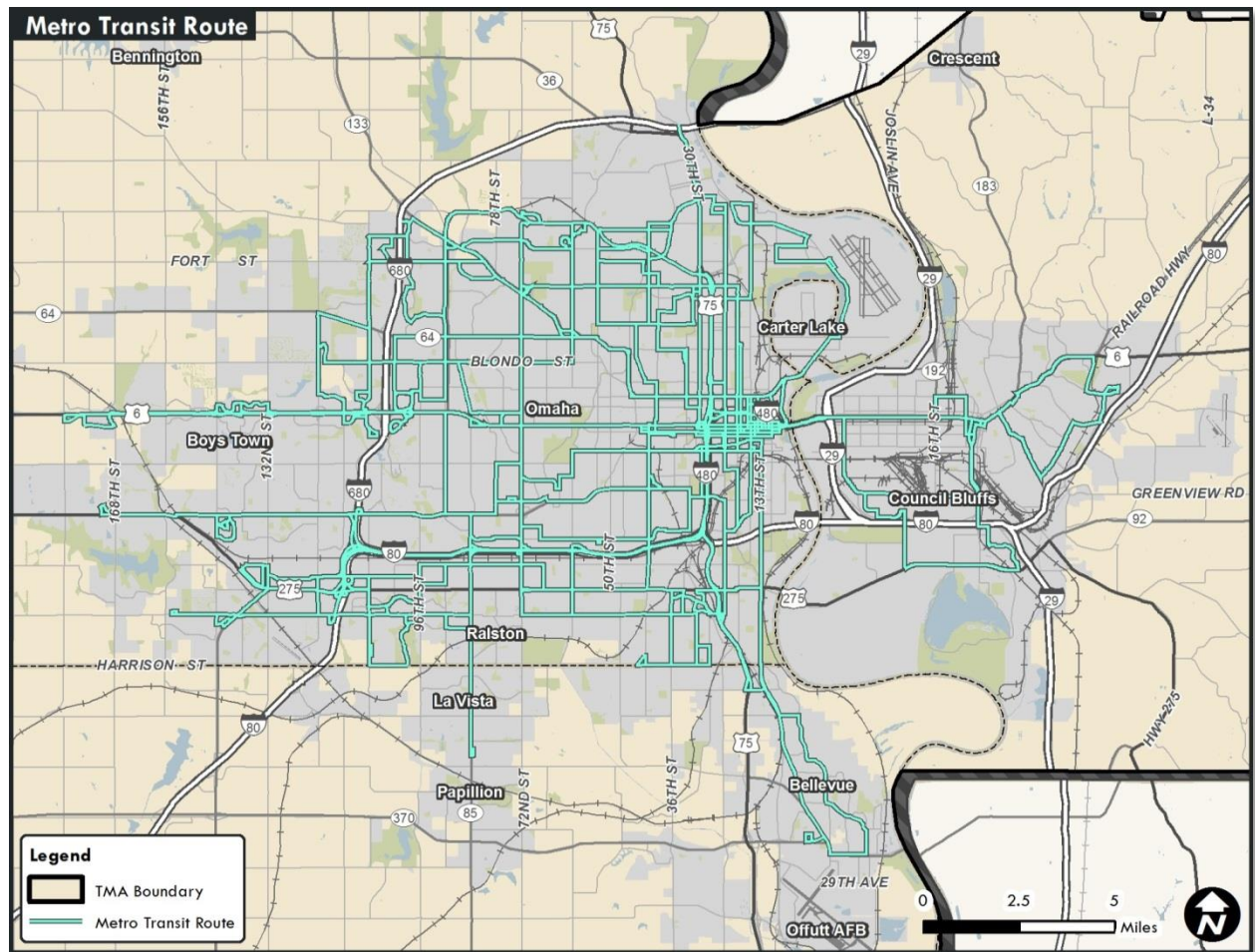
Federal-aid transit projects in the MAPA region are funded through the Federal Transit Administration (FTA) of the USDOT. Federal funding for transit projects under Sections 5309 - Bus and Bus Facilities - and 5307 - Urbanized Area Formula - are directed to Metro Transit to support their operations. For a listing of FTA projects receiving funding awards through MAPA's project selection process, please refer back to Table 2.5 on page 2-11.

Metro Transit is responsible for the operation of fixed route, express/commuter bus, and Americans with Disabilities Act Complementary Paratransit Service within the city limits of Omaha, Douglas County, NE. Additionally, Metro has contracts with five contiguous political jurisdictions for the operation of transit services as part of the Metro bus system:

- Ralston (NE)
- La Vista (NE)
- Bellevue (NE)
- Papillion (NE)
- Council Bluffs (IA)

Figure 2.4 below shows Metro's fixed route bus transit coverage throughout the region.

Figure 2.4 – Regional Metro Transit Route Coverage



MAPA has also received a Veterans Transportation and Community Living Initiative (VTCLI) 5309 grant for a one-call center/system in 2012. This grant is being used to develop a centralized one-call dispatch center for the large number of agencies, which currently provides disjointed paratransit services. The one-call center/system would improve the efficiency and effectiveness of the ride experience in the Metro area.

2.5.2 Federal Aviation Administration Programs

In addition to surface transportation projects, the MAPA TIP also includes a list of projects programmed by the Federal Aviation Administration (FAA) of the USDOT. Under MAP-21, federally funded airport improvement projects must be contained in the regional Transportation Improvement Plan. For that purpose, MAPA coordinates annually with the Omaha Airport Authority to ensure that regionally significant projects are included within the Transportation Improvement Program. A listing of the Airport Improvement Program projects for the Omaha-Council Bluffs Metropolitan Area is included in Table 5-2 in Section 5.1.4 on page 5-47.

2.6 Revisions to the TIP

It is sometimes necessary to revise the TIP during the time between annual approvals. The two types of revisions are a TIP Amendment and a TIP Administrative Modification. General guidelines are described in the sections below and a summary table with examples is provided on the next page.

2.6.1 TIP Amendments

An amendment is a revision to the TIP that involves a major change to a project. This includes an addition or deletion of a project, a major change in project cost, moving a project in or out of the fiscally-constrained four years, or a major change in design concept or scope change. A “major” change is defined by MAPA by four main components, which are summarized in Table 2.6 (next page).

Amendments require public review and re-demonstration of fiscal constraint. Formal amendments should be submitted to MAPA staff at least two weeks prior to one of the eleven regularly scheduled meetings of the Transportation Technical Advisory Committee (TTAC). Staff will review the amendment for impact on fiscal constraint and other factors and present the proposed amendment to TTAC. The amendment is then considered by the MAPA Board of Directors and submitted to the states and FHWA/FTA for final approval and incorporation into the Statewide Transportation Improvement Programs (STIP).

TIP amendment requests which may drastically alter the fiscal constraint of MAPA’s regional funding and/or constitute a “new project” based on major scope changes may be recommended to MAPA’s project selection committees to be prioritized in the next application cycle. In general, reconsideration of a project in this way would only occur when requests would greatly exceed the base TIP amendment thresholds identified in Table 2.6 or when construction costs increase 100% or more.

2.6.2 TIP Administrative Modifications

An Administrative Modification is a revision to the TIP that involves a minor change to a project. This includes any change that does not meet the criteria listed above for an amendment. For instance, if a project is moved from the third year to the second year within the fiscally-constrained TIP it would not constitute a “major” change and thus, would not trigger an amendment. Other examples of revisions that would be eligible for an administrative modification include changes that are less than project cost amounts described above, minor changes to project descriptions, or splitting an entry already in the TIP, where the intent is not to add a new project that is distinct from the original TIP entry, but to more smoothly implement the original TIP entry.

To process the Administrative Modification, MAPA submits a letter with the proposed project change to NDOT and FHWA/FTA, and for projects in Iowa, MAPA submits proposed project modifications through the Transportation Project Management System (TPMS). After approval, the changes will be made in the MAPA TIP document and the Statewide Transportation Improvement Programs (STIP).

Projects that are eligible as administrative modifications can still be changed as an amendment. MAPA staff reserve the right to process a proposed revision as an amendment even if a project qualifies as an administrative modification. For changes in Iowa, both amendments and administrative modifications will be entered into the TPMS for review by Iowa DOT.

Table 2.6 – Summary of Requirements for Amendments & Administrative Modifications

Circumstance for Revision	Requirements for Each Revision Type
Changes to Project Costs	Amendment* <u>Nebraska Projects:</u> An amendment is required when Federal-Aid for a project changes by more than 20% or \$2 million dollars (whichever is greater) <u>Iowa Projects:</u> An amendment is required when Federal-Aid for a project increases by more than 30% or \$2 million dollars (whichever is greater) <i>Example: Increasing Federal-Aid for a project from \$1 million to \$1.5 million would require a TIP Amendment in both Iowa and Nebraska</i>
	Administrative Modification Administrative Modifications may be used to change the Federal-Aid for a project change below the thresholds identified for a TIP Amendment <i>Example: Increasing Federal-Aid for a project from \$1 million to \$1.1 million may be approved with an Administrative Modification</i>
Schedule Changes	Amendment* An Amendment is required to program a project phase within the first four years of the TIP if it is not a part of the existing fiscal constraint <i>Example 1: Programming a new project within the fiscally constrained portion of the TIP would require a TIP Amendment (FY2016-FY2019)</i> <i>Example 2: Reprogramming a new phase of an existing TIP project into the fiscally constrained portion of the TIP (FY2016-FY2019)</i>
	Administrative Modification An Administrative Modification may be used to reprogram an existing project phase within the fiscally constrained portion of the TIP <i>Example: Reprogramming a project phase from FY2017 to FY2016 may be approved with an Administrative Modification</i>
Change in Funding Source	Amendment* An Amendment is required when the source for Federal-Aid for a project is changed <i>Example: Changing the funding source for a project from the Surface Transportation Program (STBG) to the Highway Safety Improvement Program (HSIP) would require a TIP Amendment</i>
Scope & Termini Changes	Amendment* <u>Project Scope:</u> An Amendment is required when the project scope and description within the TIP do not match the activities identified during project design. <u>Termini:</u> An Amendment is required to change project termini identified in the TIP or to eliminate inconsistencies with the Long Range Transportation Plan (LRTP) <i>Example: Changing a terminus of a project from “1st Street” to “3rd Street” would require a TIP Amendment</i>
* Emergency TIP Amendments have the same requirements as a TIP Amendment in addition to the public notice and meeting guidelines detailed in Section 2.7.3	

Funding Source	Lead Agency	Project Name	Activity Line Item	2018		2019		2020		2021		2022		2023	
				Funding	Notes	Funding	Notes	Funding	Notes	Funding	Notes	Funding	Notes	Funding	Notes
5307	Metro	Rollingstock			2017 5307 Obligation										
		Rolling Stock (35' Bus Replacement)	11.12.02	\$ 2,000,000.00	\$ 6,600,000.00	\$ 2,200,000.00		\$ 1,250,000.00		\$ 2,000,000.00		\$ 2,500,000.00		\$ 2,000,000.00	
		Rolling Stock (30' Bus Replacement)	11.12.03	\$ 159,000.00	\$ -	\$ -		\$ 1,000,000.00		\$ 500,000.00					
		Rolling Stock (<30' Bus Replacement)	11.12.04	\$ 100,000.00	\$ 300,000.00	\$ 10,000.00		\$ 100,000.00		\$ -		\$ 79,000.00		\$ 500,000.00	
					\$ -										
		Transit Enhancements			\$ -										
		Stationary Fare Equipment	11.32.06	\$ 100,000.00	\$ -	\$ 75,000.00		\$ 65,000.00		\$ 50,000.00		\$ 50,000.00		\$ 50,000.00	
		Bus Route Signing	11.32.09	\$ 50,000.00	\$ -	\$ 75,000.00		\$ 75,000.00		\$ 50,000.00		\$ 50,000.00		\$ 50,000.00	
		Shelters	11.32.10	\$ 50,840.00	\$ 100,257.00	\$ 65,000.00		\$ 75,000.00		\$ 75,000.00		\$ 75,000.00		\$ 75,000.00	
					\$ -										
		Support Equipment & Facilities			\$ -										
		Shop Equipment (OFFICE)	11.42.06	\$ 15,127.00	\$ 25,000.00	\$ 110,000.00		\$ 30,000.00		\$ 10,000.00		\$ 15,000.00		\$ 25,000.00	
		Computer Hardware	11.42.07	\$ 15,000.00	\$ 460,000.00	\$ 30,000.00		\$ 75,000.00		\$ 15,000.00		\$ 15,000.00		\$ 60,000.00	
		Computer Software	11.42.08	\$ 15,000.00	\$ 460,000.00	\$ 25,000.00		\$ 75,000.00		\$ 150,000.00		\$ 15,000.00		\$ 100,000.00	
		Security Project	11.42.09	\$ 53,188.00	\$ 100,257.00	\$ 95,000.00		\$ 100,000.00		\$ 110,690.00		\$ 112,904.00		\$ 99,157.00	
		Office Equipment	11.42.20	\$ 10,000.00	\$ 10,000.00	\$ 15,000.00		\$ 15,000.00		\$ 15,000.00		\$ 15,000.00		\$ 15,000.00	
					\$ -										
		Capital Enhancement Projects			\$ -										
		Rehab/Renovate AdminBuilding	11.44.01	\$ -	\$ -	\$ -		\$ -		\$ -		\$ -		\$ -	
		Rehab/Renovate Maitenance Facility	11.44.02	\$ -	\$ -	\$ -		\$ -		\$ -		\$ -		\$ -	
		Rehab/Renovate Admin/Maitenance Facility	11.44.03	\$ -	\$ -	\$ -		\$ -		\$ -		\$ -		\$ -	
		Rehab/ Renovate Storage Facility	11.44.04	\$ -	\$ -	\$ -		\$ -		\$ -		\$ -		\$ -	
		Shop Equipment (SHOP)	11.44.06	\$ -	\$ -	\$ -		\$ -		\$ -		\$ -		\$ -	
		Support Vehicles	11.44.11	\$ -	\$ -	\$ 15,000.00		\$ 15,000.00		\$ 15,000.00		\$ 15,000.00		\$ 15,000.00	
					\$ -										
		Unified Work Program			\$ -										
		Program Support and Administration	44.21.00	\$ 137,000.00	\$ 20,000.00	\$ 141,110.00		\$ 145,343.30		\$ 149,703.60		\$ 154,194.71		\$ 158,820.55	
		Short Range Transportation Planning	44.24.00	\$ 225,000.00	\$ 20,000.00	\$ 231,750.00		\$ 238,702.50		\$ 245,863.58		\$ 253,239.48		\$ 260,836.67	
		Planning Emphasis - Management and Operations	44.26.15	\$ 225,000.00	\$ 20,000.00	\$ 231,750.00		\$ 238,702.50		\$ 245,863.58		\$ 253,239.48		\$ 260,836.67	
		Planning Emphasis - Safety & Security	44.26.16	\$ 150,000.00	\$ 20,000.00	\$ 154,500.00		\$ 159,135.00		\$ 163,909.05		\$ 168,826.32		\$ 173,891.11	
		Planning - Other Activities	44.27.00	\$ 261,521.00	\$ 20,000.00	\$ 269,366.63		\$ 277,447.63		\$ 285,771.06		\$ 294,344.19		\$ 303,174.52	
					\$ -										
		Management Education and Training			\$ -										
		Employee Travel	50.10.00	\$ 5,500.00	\$ 10,000.00	\$ 10,000.00		\$ 10,000.00		\$ 10,000.00		\$ 10,000.00		\$ 10,000.00	
		Employee Tuition/Fees	50.20.00	\$ 1,000.00	\$ 5,000.00	\$ 4,000.00		\$ 4,000.00		\$ 4,000.00		\$ 4,000.00		\$ 5,000.00	
		Employee Housing/Meals	50.30.00	\$ 5,500.00	\$ 10,000.00	\$ 10,000.00		\$ 10,000.00		\$ 10,000.00		\$ 10,000.00		\$ 10,000.00	
					\$ -										
		Capital Operations			\$ -										
		Preventative Maintenance	11.7A.00	\$ 4,000,000.00	\$ 3,250,000.00	\$ 4,120,000.00		\$ 4,243,600.00		\$ 4,370,908.00		\$ 4,502,035.24		\$ 4,637,096.30	
		ADA Services	11.7C.00	\$ 1,044,852.00	\$ 1,011,403.00	\$ 1,052,264.00		\$ 1,073,309.00		\$ 1,094,776.00		\$ 1,116,671.00		\$ 991,572.00	
		Transit Related Employee Education and Training	11.7D.00	\$ 35,000.00	\$ 50,570.00	\$ 52,613.00		\$ 53,665.00		\$ 54,739.00		\$ 55,834.00		\$ 49,578.00	
		Project Administration	11.79.00	\$ 85,000.00	\$ 25,000.00	\$ 87,550.00		\$ 90,176.50		\$ 92,881.80		\$ 95,668.25		\$ 98,538.30	
					\$ -										
		Total		\$ 8,743,528.00	\$ 12,517,487.00	\$ 9,079,903.63		\$ 9,419,081.43		\$ 9,719,105.65		\$ 9,859,956.67		\$ 9,948,501.10	
		Federal		\$ 7,107,772.00	\$ 10,013,990.00	\$ 7,263,922.90		\$ 7,535,265.14		\$ 7,775,284.52		\$ 7,887,965.34		\$ 7,958,800.88	
		Local		\$ 1,635,755.00	\$ 2,503,497.00	\$ 1,815,980.73		\$ 1,883,816.29		\$ 1,943,821.13		\$ 1,971,991.33		\$ 1,989,700.22	
					\$ -										
					\$ -										
5307 Projects				\$ 7,107,772.00	\$ 10,013,990.00	\$ 7,263,922.90		\$ 7,535,265.14		\$ 7,775,284.52		\$ 7,887,965.34		\$ 7,958,800.88	
5307 Apportionment				\$ 7,115,807.00	\$ 10,152,266.00	\$ 7,329,281.21		\$ 7,549,159.65		\$ 7,775,634.44		\$ 8,008,903.47		\$ 8,249,170.57	
Balance				\$ 8,035.00	\$ 138,276.00	\$ 65,358.31		\$ 13,894.50		\$ 349.91		\$ 120,938.13		\$ 290,369.69	
Funding Source	Lead Agency	Project Name	Activity Line Item	2018		2019		2020		2021		2022		2023	
				Funding	Notes	Funding	Notes	Funding	Notes	Funding	Notes	Funding	Notes	Funding	Notes
5339	Metro	Rollingstock (60' Artic/CNG)	11.12.02	\$ 375,000.00	BRT	\$ 700,000.00	BRT			\$ -					
5339	Metro	Rollingstock (35' Replacement)	11.12.01					\$ 800,000.00		\$ 100,000.00		\$ 600,000.00			
5339	Metro	Rollingstock (30' Replacement)	11.12.02					\$ 77,500.00				\$ 160,000.00			
5339	Metro	Stationary Fare Collection	11.32.06	\$ 76,075.00	BRT	\$ 190,000.00	BRT								
				\$ -						\$ -				\$ -	
		Capital Enhancement Projects			\$ -										
2015 5339 Funds	Metro	AVL Hardware	11.42.07	\$ 509,624.00	AVL, FY 2015 5339					\$ 750,000.00				\$ 800,000.00	
		AVL Software	11.42.08	\$ 339,749.00	AVL, FY 2015 5339										
		Total		\$ 1,584,256.00		\$ 890,000.00		\$ 877,500.00		\$ 850,000.00		\$ 760,000.00		\$ 800,000.00	
		Federal		\$ 1,300,448.00		\$ 756,500.00		\$ 745,875.00		\$ 722,500.00		\$ 646,000.00		\$ 680,000.00	
		Local		\$ 283,808.00		\$ 133,500.00		\$ 175,500.00		\$ 127,500.00		\$ 114,000.00		\$ 120,000.00	
5339 Projects				\$ 1,300,448.00		\$ 756,500.00		\$ 745,875.00		\$ 722,500.00		\$ 760,000.00		\$ 680,000.00	
5339 Apportionment				\$ 1,300,448.00		\$ 760,000.00		\$ 760,000.00		\$ 760,000.00		\$ 760,000.00		\$ 760,000.00	
Balance				\$ -		\$ 3,500.00		\$ 14,125.00		\$ 37,500.00		\$ -		\$ 80,000.00	

CONTRACT COVER PLATE

CONTRACT IDENTIFICATION

1. Contract Number: 1990310006
2. Project: Pottawattamie County GIS Activities – FY19
3. Effective Date: July 1, 2018
4. Completion Date: June 30, 2019

CONTRACT PARTIES

5. Contractor Name and Address:

Pottawattamie County
GIS Coordinator
223 S 6th Street
Council Bluffs, IA 51501

6. The Planning Agency:

The Omaha-Council Bluffs Metropolitan Area Planning Agency
2222 Cuming Street
Omaha, Nebraska 68102

ACCOUNTING DATA

7. Contract – not to exceed \$30,000 FHWA PL Funds, plus minimum \$ 12,857 in local matching funds.

Allotted - \$30,000 FHWA PL Funds, CFDA Number 20.205
8. Administrative Fee: Contractor shall pay the Planning Agency an administrative fee of \$1,500 equal to 5% of the federal portion of this agreement. Federal funds from this agreement shall not be used to pay the administrative fee.

DATES OF SIGNING AND MAPA BOARD APPROVAL

9. Date of MAPA Board Approval -
10. Date of County Approval
11. Legal Review -
12. Date of State Concurrence -

AGREEMENT
FOR PROFESSIONAL SERVICES

THIS AGREEMENT entered into this first day of July, 2018 by and between Pottawattamie County, Iowa on behalf of the GIS Department, 223 S 6th Street, Council Bluffs, IA 51501 (hereinafter referred to as "the County") and the Omaha-Council Bluffs Metropolitan Area Planning Agency, 2222 Cuming Street, Omaha, Nebraska, 68102 (hereinafter referred to as "MAPA"), providing for professional services described herein and within the MAPA FY 2019 Unified Work Program (hereinafter referred to as the "FY 2019 Program").

NOW, THEREFORE, it is mutually understood and agreed by the parties hereto as follows:

1. EMPLOYMENT OF THE COUNTY

The County agrees to undertake certain transportation planning activities identified in 23 USC Section 134; 23 CFR Part 420, subpart A, and Part 450, subpart C and incorporated into MAPA's FY 2019 Program Exhibit I and incorporated hereto by reference. This Agreement shall be subject to all required provisions of the Iowa Department of Transportation ("IDOT") Agreement Project No. _____ attached as Exhibit II and incorporated hereto by reference.

2. AREA COVERED

The area to be covered in the study under this Agreement shall be Pottawattamie County, Iowa.

3. SCOPE OF SERVICES

- A. The County shall do, perform, and carry out the duties stated herein and in accordance with MAPA's FY 2019 Unified Work Program for transportation planning activities for the Omaha-Council Bluffs Metropolitan Area. The work will include the various work activities within work element 310 identified below and Exhibit III.

Pottawattamie County GIS Activities (31001)

Pottawattamie County will conduct a GIS program including creating, maintaining, and managing ongoing geospatial data. Pottawattamie County will accurately develop and maintain data sets and tools supporting transportation planning, modeling, analysis, and forecasting. Data sets will include, but not be limited to, streets, right-of-way, land records (lots, parcels, subdivisions, etc.), section corners, zoning, and annexations. Funding will support staff time for the aforementioned activities. Implementing the natural resources inventory and coordinating open data resources with other county GIS departments.

- B. The County shall develop progress reports documenting their work activities and studies undertaken under the terms of this Agreement. These reports shall be of a quality suitable for publication, but will not ordinarily be intended for wide distribution. The documents shall be written in a style and form suitable for a technical audience rather than the mass public. Such reports shall contain the following information:

1. Activities completed in the quarter.

2. Percentage completion.
 3. Number of hours completed by employee by activity for the quarter.
 4. Activities to be completed next quarter.
 5. Any existing or expected concerns about completed the activities included in the scope.
- C. The aforementioned reports shall be prepared for no less than the work activities specifically cited within Section 3, Scope of Services. The remaining work activities within the FY 2019 Program may be documented in a single report or additional reports as is mutually agreeable to MAPA and the County.
 - D. The County will cooperate with MAPA in the preparation of information and reports to meet in a timely manner, the requirements of IDOT. MAPA will be provided a copy of data and reports developed as a result of this Agreement.
 - E. The County will be available to provide quarterly oral reports to the MAPA Transportation Technical Advisory Committee and the MAPA Board of Directors when necessary, and will submit written quarterly progress reports. These progress reports will provide, for work element 310 the following information: work performed during the completed quarter, conformance to approved project scope, percent completed, if on schedule, and planned activities for the next quarter. These reports need to be submitted no later than thirty (30) days after the end of each quarter.

4. PERSONNEL

- A. The County represents that it has, or will secure all personnel required in performing the services under this Agreement without exceeding the project budget. Such personnel will not have any other financial interest pertaining to work covered by this Agreement.
- B. All of the services required hereunder shall be performed by the County or under its supervision and all personnel engaged in the work shall be fully qualified and authorized under state and local law to perform such services.
- C. All subcontracted services covered by this Agreement shall be reviewed and approved prior to contracting by MAPA and IDOT.

5. TIME OF PERFORMANCE

The County agrees to perform the services of this Agreement as outlined in the FY 2019 Program and stated herein, within the time of this Agreement. The agreement shall cover work performed beginning July 1, 2018 and ending June 30, 2019.

6. COMPENSATION

Contingent upon receipt of Federal Highway Administration (FHWA) PL funds from IDOT under Agreement Project No. _____, MAPA agrees to pay for the services rendered by the County

under the terms of this Agreement, compensation on a cost reimbursement basis for costs incurred and to include direct costs not to exceed in any event thirty thousand dollars (\$30,000) less independent audit and inspection fees, unless acceptable compliance with 2 CFR 200 can be substituted. The County agrees to contribute in cash or in services a minimum requirement of twelve thousand eight hundred fifty-seven dollars (\$12,857). Services shall be defined as staff time paid with non-federal dollars or equipment purchased with non-federal dollars. (Exhibit III)

Payments for work under this agreement will be made based on actual costs up to a Maximum-Not-To-Exceed amount identified in the preceding paragraph. Actual costs include direct labor costs, direct non-labor costs, and overhead costs.

A. Direct Labor Costs are the earnings that individuals receive for the time they are working directly on the project.

a. Hourly Rates: For hourly employees, the hourly earnings rate shall be their employee's straight time hourly rate for the pay period in which the work was performed. If overtime hours are worked on this project, the premium pay portion of those hours is not allowable as a direct labor cost. For salaried employees, the hourly earnings rate shall be their actual hourly rate as recorded in the County's accounting books of record.

b. Time Reports: The hours charged to the project must be supported by adequate time distribution records that clearly indicate the distribution of hours to all projects/activities on a daily basis for the entire pay period. Time reports must provide a clear identifying link to the projects: such as project description, project number, pertinent work phase, dates of service, and the individual's name and position. 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, and allowable costs related to completing the work under the agreement, including but not limited to: meals, lodging, mileage, subject to the limitations outlined below; communication costs; reproduction and printing costs; special equipment and materials required for the project; special insurance premiums if required solely for this agreement; and such other allowable items. Purchases of such items should follow federal funding procurement process. Meal and lodging expenses shall not exceed IRS published per diem rates for the region. Alcoholic beverages are not considered to be an allowable expense and are not reimbursable.

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

County shall submit to the Planning Agency an invoice or billing itemizing all direct non-labor costs claimed for work under this agreement, and all supporting receipts or invoices.

7. ADMINISTRATIVE FEE

The County agrees to pay MAPA an administrative fee of one thousand five hundred fifty dollars (\$1,500). MAPA in exchange shall monitor compliance with grant requirements, review and

approve payment authorizations and submit to the federal agency for payment. Sources of funding for this administrative fee shall come from non-federal funds.

8. ACCOUNTING RECORDS

- A. The County shall establish and maintain accounts for the project in a manner consistent with applicable provisions of 2 CFR, Subtitle A, Chapter 2 Part 200 Subpart F.
- B. Expenditures shall be in conformance with the standards for allowability of costs set forth in 2 CFR 200.
- C. The County shall establish and maintain separate accounts for expenditures under this Agreement.
- D. If necessary, the Federal award information needed for SEFA includes:
 - Federal Grantor:** US Department of Transportation - Federal Highway Administration
 - Pass-Through Grantor:** Omaha-Council Bluffs Metropolitan Area Planning Agency
 - Program Title:** Highway Planning and Construction
 - CFDA Number:** 20.205
 - Project Number:** 1990310006
- E. The County shall maintain an accurate cost-keeping system as to all costs incurred in connection with the subject of this Agreement and shall produce for examination books of account, bills, invoices and other vouchers, or certified copies thereof if originals are lost, at such reasonable time and place as may be designated by MAPA, FHWA or a designated Federal representative and shall permit extracts and copies thereof to be made during the period and for three (3) years after the final FHWA-MAPA audit is completed, resolved and closed.
- F. The County shall at all times afford a representative of MAPA, FHWA, or any authorized representative of the Federal government, reasonable facilities for examination and audits of the cost account records, shall make such returns and reports to a representative as may be required, shall produce and exhibit such books, accounts, documents and property as the representative may desire to inspect, and shall in all things aid the representative in the performance of audit duties.
- G. If any amount paid by MAPA to the County under this Agreement is found to be ineligible for reimbursement from the sponsoring federal agency, the County shall pay such amount back to MAPA.

9. SUBMISSION OF VOUCHERS/INVOICES

- A. The County may submit monthly, but no less than quarterly, documented invoices of costs incurred for the work elements and work activities that were previously identified in Sections 3A and 3E of this Agreement. Said reports shall account for the expenditure of Federal and the County shares, shall indicate work program percentage completion, and shall contain a

statement of the County's estimate of the percentage of work completed and be signed by a responsible representative of the County certifying that all of the items herein are true and correct for the work performed under the terms of this Agreement. Final payment shall be made upon determination by MAPA and IDOT that all requirements hereunder have been completed, which determination shall not be unreasonably withheld. Promptly after receipt of the County's invoices, and following receipt of funds from IDOT under Agreement Project No._____, MAPA shall make payment thereon to the County. MAPA may withhold ten percent (10%) of the total compensation pending a final audit of this Agreement, 120 days from the end date of this agreement.

- B. All invoices shall be taken from the books of account kept by the County and the County shall have available copies of payroll distribution, receipted bills or other documents reasonably required by MAPA. The County shall use actual labor rates for billing purposes.
- C. The County shall have available a listing of all the County personnel positions that may be selected or assigned to the work contemplated herein. Said listing shall indicate the title or classification and salary range of each such position. It is agreed that employees of the County, whose time is directly assignable to this FY 2019 Program, shall keep and sign a time record showing the work element and work activity of the FY 2019 Program, date and hours worked, and title of position.
- D. It is understood that reimbursement for out-of-state (other than Nebraska, Iowa and Kansas) travel costs, will not be requested unless written prior approval for such travel has been given by MAPA and the State. The rate of reimbursement will be that allowed by the State for travel by its own employees.
- E. If the FHWA notifies MAPA that a cost item (as identified in the cost circulars and regulations identified herein) paid to the County under this Agreement is not eligible for funding by the FHWA, then the County shall reimburse to MAPA the amount of the ineligible cost item.

10. TERMINATION OF AGREEMENT FOR CAUSE

- A. If, through any cause, the County shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the County shall violate any of the covenants, agreements, or stipulations of this Agreement, or refuse to accept changes required by IDOT, MAPA shall thereupon have the right to terminate this Agreement by giving written notice to the County of such termination and specifying the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings and reports prepared by the County shall be made available to MAPA, and the County shall be entitled to receive compensation for all expenses incurred or obligated on all work mutually agreed to be satisfactorily completed through the effective date of termination.

- B. The above also applies when the Agreement may be terminated because of circumstances beyond the control of MAPA or the County.

11. CHANGES

The County or MAPA may, from time to time, request changes in the Scope of Services set forth in this Agreement, which are to be performed by the County GIS Coordinator. Such changes, including any increase or decrease in the amount of the County's compensation, which are mutually agreed upon by and between MAPA and the County, and subject to the approval of the IDOT, shall be incorporated in written amendments to this Agreement and duly executed by authorized officials of the Parties.

12. ASSIGNABILITY

Neither the County nor MAPA shall assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written mutual consent.

13. CLAIMS

Both parties indemnify, save and hold harmless the other party, and all its agents and employees of and from any and all claims, demands, actions or causes of action of whatever nature or character arising out of, or by reason of, the work to be performed by either party. Each party further agrees to defend, at its own sole cost and expense, any action or proceeding commenced for the purpose of asserting any such claim of whatever character arising as a result of its actions. Each party agrees to cooperate in the defense or settlement negotiation of such claim, action, or proceeding. It is further agreed that any and all employees of either party while engaged in the performance of any work or service required or provided for herein to be performed by that party, shall not be considered employees of the other party, and that any and all claims that may or might arise under the Worker's Compensation Act of the State of Nebraska or any other applicable workers' compensation law on behalf of said employees, while so engaged, and any and all claims made by any third parties as a consequence of any act or omission on the part of said employees, shall in no way be the obligation or responsibility of the other party.

14. CONFLICT OF INTERES LAWS

The County shall review the Conflict of Interest provisions of 23 CFR 1.33, 49 CFR 18.36(b)(3) and 2 CFR, and agrees to comply with all the conflict of Interest provisions (including applicable State and local provisions) in order for the Eligible Planning Activities to remain fully eligible for State of Iowa and Federal funding.

15. IDENTIFICATION OF DOCUMENTS

- A. All reports, maps, and other documents completed as part of this Agreement, other than documents completed exclusively for internal use within MAPA, shall carry the following notation on the front cover or a title page (or, in the case of maps in the same block) containing the name of MAPA, the County and the following:

"The preparation of this report, document, etc. was financed in part through a Federal grant from the Department of Transportation under the Transportation Planning Program authorized under 23 USC Section 134."

Together with the date (month and year) the document was prepared.

- B. Originals of all documents including computer tapes, tracings, drawings, estimates, specifications, field notes, investigations, studies, etc., as instruments of service under terms of this Agreement are to be the joint property of the political jurisdiction and governmental agencies participating in the transportation planning process. Copies of said documents will be made available to such participants upon request at costs of such reproduction.

16. PUBLICATION OR RELEASE OF INFORMATION

- A. Papers, interim reports, forms or other material which are a part of the work under this Agreement shall not be copyrighted without written approval of IDOT and FHWA.
- B. Either party to the Agreement may initiate a request for publication of the final or interim reports, or any portions thereof.
- C. Publication by either party shall give credit to the other party and to the FHWA. However, if IDOT or FHWA does not wish to subscribe to the findings or conclusions of the study the following statement shall be included on the credit sheet: "The opinions, findings and conclusions expressed in this publication are those of the authors and not necessarily those of IDOT or the Federal Highway Administration."
- D. In the event of failure of agreement between IDOT and the County relative to the publication of any reports during the period of the Agreement, each party reserves the right to publish independently, in which event the nonoccurrence of the other party shall be set forth, if requested.
- E. Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study with participants in the Transportation Planning Program, small technical groups or lectures to employees or students. Lectures to other groups which describe the plans are permissible.
- F. Neither party shall publish nor otherwise disclose, nor permit to be disclosed or published, the results of the investigation herein contemplated, during the period of the Agreement, without notifying the other party.
- G. When the scheduled time for presentation of a paper does not permit formal review and approval of a complete report, abstracts may be used for notification of intent to present a paper based

on the study. Such presentation must protect the interest of the other party by the inclusion of a statement in the paper and in presentation to the effect that the paper had not been reviewed by the State.

17. FAIR EMPLOYMENT PRACTICES

Both Parties agree that in accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101-48-1126, and all regulation relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27 as set forth in SECTION 22. TITLE VI NONDISCRIMINATION CLAUSES of this Agreement. The reference to "Contractor" in this section also means "County".

18. DISABILITIES ACT

The County agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-366), as implemented by 28 CFR 35, which is hereby made a part of and included in this Agreement by reference.

19. RESIDENCY VERIFICATION

Each party shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the States of Iowa and 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.

20. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

- A. The County shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts finance in whole or in part with Federal Funds under this Agreement
- B. The County and MAPA shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts finance in whole or in part with Federal Funds provided under this Agreement. In this regard, the County shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. MPO shall not discriminate on the basis of race, color, sex, age, disability, or national origin in the award and performance of FHWA assisted contracts.

21. TITLE VI NONDISCRIMINATION CLAUSES

During the performance of this Agreement, the County, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations:

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

B. Nondiscrimination:

The County with regard to the work performed by it after award and prior to completion of the contract work, shall not discriminate on the basis of disability, race, color, sex, age, disability, religion or national origin in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The County shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulation, including employment practices when the contract covers a program set forth in Appendix "A", "B", and "C" of Part 21 of the Regulation.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:

In all solicitations either by competitive bidding or negotiation made by the County for work to be performed under a subcontract, including procurements of materials or equipment, each potential sub-contractor or supplier shall be notified by the County of the County's obligations under this agreement and the Regulation relative to nondiscrimination on the basis of disability, race, color, sex, religion or national origin.

D. Information and Reports:

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

E. Sanctions for Noncompliance:

In the event of the County's noncompliance with the nondiscrimination provisions of this Agreement, the MPO will impose such contract sanctions as it or FHWA may determine to be appropriate, including but not limited to,

- a. Withholding of payments to the County under this Agreement until the County complies, and/or

b. Cancellation, termination or suspension of this Agreement, in whole or in part.

F. Incorporation of Provisions:

The County shall include the provision of section 22.A through 22.F in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The County shall take such action with respect to any subcontract or procurement as the MPO or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the County may request the MPOR to enter into such litigation to protect the interests of the MPO, and in addition, the County may request the United States to enter into such litigation to protect the interests of the United States.

22. APPLICABLE LAW AND VENUE

Parties to this Agreement shall conform to all existing and applicable city ordinances, resolutions, state and local laws, federal laws, and all existing and applicable rules and regulations. Nebraska and Iowa laws will govern the terms and the performance under this Agreement.

23. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the Parties. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of trade usage or prior course of dealings. No representations were made or relied upon by either Party other than those that are expressly set forth herein. No agent, employee or other representative of either Party is empowered to alter any of the terms hereof except as provided herein.

24. CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a

Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

- c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, sub-grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

25. DRUG FREE POLICY

Both parties have established and maintain drug free workplace policies.

26. PUBLIC BENEFITS

With regard to Neb. Rev. Stat. §§ 4-108 – 113, neither Party is an individual or sole proprietorship. Therefore, neither Party is subject to the public benefits attestation and related requirements of Neb. Rev. Stat. §§ 4-108 – 113.

27. INDEPENDENT CONTRACTOR

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing a partnership or joint venture between the Parties. Any and all acts that either Party or its personnel, employees, agents, contractors, or servants, perform pursuant to the terms of this Agreement shall be undertaken as independent contractors and not as employees of the other. The Parties shall, except as provided herein, act in their individual capacities and not as agents, employees, partners, joint ventures or associates of the other. An employee or agent of one shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. None of the Parties nor its personnel, employees, agents, contractors, or servants shall be entitled to any benefits of the other. The Parties shall not provide any insurance coverage to the other or their employees including, but not limited to, workers' compensation insurance. Each Party shall pay all wages, salaries and other amounts due its employees and shall be responsible for all reports, obligations, and payments pertaining to social security taxation, income tax withholding, workers' compensation, unemployment compensation, group insurance coverage, collective bargaining agreements or any other such similar matters. Neither Party shall have any authority to bind the other by or with any contract or agreement, nor to impose any liability upon the other. All

acts and contracts of each shall be in its own name and not in the name of the other, unless otherwise provided herein.

28. COPELAND “ANTI-KICKBACK” ACT (18 U.S.C. 874 and 40 U.S.C. 276c) – (If applicable)

The County or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

29. DAVIS-BACON ACT, as amended (40 U.S.C. 276a to a-7) – (If applicable)

The County and subcontractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

30. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 327-333) – (If applicable)

The County and subcontractors shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

31. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT – (If applicable)

Any performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

32. DEBARMENT AND SUSPENSION (E.O.s 12549 and 12689)

The County and all subcontractors assert the organization or individuals are not listed on the government-wide Excluded Parties List System, in accordance with the OMB guidelines at 2 CFR part 180 that implement E.O.s 12549 (3 CFR, 1986 Comp., p. 189) and 12689 (3 CFR, 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549.[69 FR 26281, May 11, 2004, as amended at 70 FR 51879, Aug. 31, 2005]

IN WITNESS WHEREOF, the parties have hereto caused this Agreement to be executed by their proper officers and representatives.

**OMAHA-COUNCIL BLUFFS METROPOLITAN
AREA PLANNING AGENCY**

Attest: _____

by _____ DATE: _____
Chair, Board of Directors

POTTAWATTAMIE COUNTY, NEBRASKA

Attest: _____

by _____ DATE: _____

Printed Name _____

Title _____

APPROVED AS TO LEGAL FORM

DATE _____, 20____

Signed _____
MAPA Legal Counsel

MAPA FY-2019 PL Funding Request

Jurisdiction: Pottawattamie County

Project Name: Pottawattamie County GIS

Project Description: Pottawattamie County GIS Program

Natural Resources Inventory

Pottawattamie County GIS will continue to support the Natural Resources Inventory by preparing for and attending the monthly meetings, fulfilling action items from those meetings, and supporting the uploading tools that are used by the area agencies.

Regional Data Portal

Pottawattamie County GIS will coordinate with MAPA and the area GIS agencies to bring MAPA's ArcGIS online account to fruition.

Data Maintenance

Pottawattamie County GIS actively maintains many transportation-related geographic datasets that are offered in paper form, served and viewable via web applications and are also available for download at www.iowagisdata.org. These datasets are maintained with a high degree of accuracy using legal documents which are recorded and kept on record by various county departments. The GIS Department employs highly skilled staff who use complex GIS software to keep this data up-to-date and relevant. The data is shared with local jurisdictions in the MAPA region as well as engineering companies doing work in our County. It is used in transportation planning, modeling, analysis, and construction.

The transportation-related geographic datasets include the following:

- Road Centerlines
- Right-of-Way
- Landrecords (lots, parcels, subdivisions, etc.)
- Section Corners
- Zoning
- Annexations
- Basemap (used for the websites)

Website Maintenance

The GIS staff also serves the data via several web applications, as mentioned above. These applications make the GIS data, maps, and queries available externally to the general public and internally for our Secondary Roads Department. These applications require maintenance and configuration. The list of sites includes:

- Public-facing GIS Website (gis.pottcounty-ia.gov)
- Internal Secondary Roads Website
- Internal Secondary Roads AVL Website

Deliverables:

Each of these projects uses a subset of data that Pottawattamie County GIS maintains. These datasets are and will continue to be available via the various services and applications used within the projects respectively (i.e. ArcGIS online, our publicly available GIS applications, NRI Portal, etc.). If, however, there are other datasets that MAPA needs for separate projects and/or services, we will always be open to sharing that data.

Budget:

Description	Employees	Hours	Hourly Rate	Total Expenses	Requested Amount	Local Match (30%)
Project A: Natural Resources Inventory	Employee 1	36	\$45.86	\$1,650.96	\$1,155.67	\$495.29
Project B: Regional Data Portal *	Employee 1	0	\$45.86	\$0.00	\$0.00	\$0.00
Project C: Data Maintenance	Employee 1	215	\$45.86	\$9,859.90	\$6,901.93	\$2,957.97
	Employee 2	450	\$34.25	\$15,412.50	\$10,788.75	\$4,623.75
Project D: Website Maintenance	Employee 1	10	\$45.86	\$458.60	\$321.02	\$137.58
	Employee 2	350	\$34.25	\$11,987.50	\$8,391.25	\$3,596.25
Fringe Benefits	Employee 1	261	\$17.64	\$4,604.04	\$3,222.83	\$1,381.21
	Employee 2	800	\$15.62	\$12,496.00	\$8,747.20	\$3,748.80
Total				\$56,469.50	\$39,528.65	\$16,940.85

* Note: Pottawattamie County staff will support Project B, but the work and hours to support this project is insignificant and thus not worth reporting.

DRAFT

CONTRACT COVER PLATE

CONTRACT IDENTIFICATION

1. Contract Number: 1950310005
2. Project: 310 Metro Transit Planning – FY 19
3. Effective Date: July 1, 2018
4. Completion Date: June 30, 2019

CONTRACT PARTIES

5. Contractor Name and Address:

The Transit Authority, City of Omaha
(Doing Business As Metro)
2222 Cuming Street
Omaha, NE 68102

6. The Planning Agency:

The Omaha-Council Bluffs Metropolitan Area Planning Agency
2222 Cuming Street
Omaha, Nebraska 68102

ACCOUNTING DATA

7. Contract – not to exceed \$60,000 FTA PL Funds, plus minimum \$25,714 in local matching funds.

Allotted - \$60,000 FTA PL Funds, CFDA Number 20.505

8. Administrative Fee: Contractor shall pay the Planning Agency an administrative fee of \$3,000 equal to 5% of the federal portion of this agreement. Federal funds from this agreement shall not be used to pay the administrative fee.

DATES OF SIGNING AND MAPA BOARD APPROVAL

9. Date of MAPA Board Approval -
10. Date of Metro Approval
11. Legal Review -
12. Date of State Concurrence -

AGREEMENT
FOR PROFESSIONAL SERVICES

THIS AGREEMENT entered into this first day of July, 2018 by and between Transit Authority, City of Omaha, 2222 Cuming Street, Omaha, NE 68102 (hereinafter referred to as "Metro") and the Omaha-Council Bluffs Metropolitan Area Planning Agency, 2222 Cuming Street, Omaha, Nebraska, 68102 (hereinafter referred to as "MAPA"), providing for professional services described herein and within the MAPA FY 2019 Unified Work Program (hereinafter referred to as the "FY 2019 Program").

NOW, THEREFORE, it is mutually understood and agreed by the parties hereto as follows:

1. EMPLOYMENT OF METRO

Metro agrees to undertake certain transportation planning activities identified in 23 USC Section 134; 23 CFR Part 420, subpart A, and Part 450, subpart C and incorporated into MAPA's FY 2019 Program Exhibit I and incorporated hereto by reference. This Agreement shall be subject to all required provisions of the Nebraska Department of Transportation ("NDOT") Agreement C990(019) attached as Exhibit II and incorporated hereto by reference.

2. AREA COVERED

The area to be covered in the study under this Agreement shall be Omaha, Nebraska and surrounding area with transit service.

3. SCOPE OF SERVICES

A. Metro shall do, perform, and carry out the duties stated herein and in accordance with MAPA's FY 2019 Unified Work Program for transportation planning activities for the Omaha-Council Bluffs Metropolitan Area. The work will include the various work activities within work element 310 identified below and Exhibit III.

Metro Transit Planning Activities (31001)

Metro Transit will conduct various planning activities to support the regional transit system. Activities will include refining service changes implemented in June 2016 based on the Heartland Connections Regional Transit Vision recommendations, coordinating transit with Heartland 2050, managing the Transit Development Plan, and analyzing the recent on-board survey to implement changes.

B. Metro shall develop progress reports documenting their work activities and studies undertaken under the terms of this Agreement. These reports shall be of a quality suitable for publication, but will not ordinarily be intended for wide distribution. The documents shall be written in a style and form suitable for a technical audience rather than the mass public. Such reports shall contain the following information:

1. Activities completed in the quarter.
2. Percentage completion.
3. Number of hours completed by employee by activity for the quarter.
4. Activities to be completed next quarter.

5. Any existing or expected concerns about completed the activities included in the scope.
- C. The aforementioned reports shall be prepared for no less than the work activities specifically cited within Section 3, Scope of Services. The remaining work activities within the FY 2019 Program may be documented in a single report or additional reports as is mutually agreeable to MAPA and Metro.
- D. Metro will cooperate with MAPA in the preparation of information and reports to meet in a timely manner, the requirements of NDOT. MAPA will be provided a copy of data and reports developed as a result of this Agreement.
- E. Metro will be available to provide quarterly oral reports to the MAPA Transportation Technical Advisory Committee and the MAPA Board of Directors when necessary and will submit written quarterly progress reports. These progress reports will provide, for work element 310 the following information: work performed during the completed quarter, conformance to approved project scope, percent completed, if on schedule, and planned activities for the next quarter. These reports need to be submitted no later than thirty (30) days after the end of each quarter.

4. PERSONNEL

- A. Metro represents that it has or will secure all personnel required in performing the services under this Agreement without exceeding the project budget. Such personnel will not have any other financial interest pertaining to work covered by this Agreement.
- B. All of the services required hereunder shall be performed by Metro or under its supervision and all personnel engaged in the work shall be fully qualified and authorized under state and local law to perform such services.
- C. All subcontracted services covered by this Agreement shall be reviewed and approved prior to contracting by MAPA and NDOT.

5. TIME OF PERFORMANCE

Metro agrees to perform the services of this Agreement as outlined in the FY 2019 Program and stated herein, within the time of this Agreement. The agreement shall cover work performed beginning July 1, 2018 and ending June 30, 2019.

6. COMPENSATION

Contingent upon receipt of Federal Transit Administration (FTA) PL funds from NDOT under Agreement C990(019), MAPA agrees to pay for the services rendered by Metro under the terms of this Agreement, compensation on a cost reimbursement basis for costs incurred and to include direct costs not to exceed in any event sixty thousand dollars (\$60,000) less independent audit and inspection fees, unless acceptable compliance with 2 CFR 200 can be substituted. Metro agrees to contribute in cash or in services a minimum requirement of twenty-five thousand seven hundred

fourteen dollars (\$25,714). Services shall be defined as staff time paid with non-federal dollars or equipment purchased with non-federal dollars. (Exhibit III)

Payments for work under this agreement will be made based on actual costs up to a Maximum-Not-To-Exceed amount identified in the preceding paragraph. Actual costs include direct labor costs, direct non-labor costs, and overhead costs.

A. Direct Labor Costs are the earnings that individuals receive for the time they are working directly on the project.

a. Hourly Rates: For hourly employees, the hourly earnings rate shall be their employee's straight time hourly rate for the pay period in which the work was performed. If overtime hours are worked on this project, the premium pay portion of those hours is not allowable as a direct labor cost. For salaried employees, the hourly earnings rate shall be their actual hourly rate as recorded in Metro's accounting books of record.

b. Time Reports: The hours charged to the project must be supported by adequate time distribution records that clearly indicate the distribution of hours to all projects/activities on a daily basis for the entire pay period. Time reports must provide a clear identifying link to the projects: such as project description, project number, pertinent work phase, dates of service, and the individual's name and position. 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, and allowable costs related to completing the work under the agreement, including but not limited to: meals, lodging, mileage, subject to the limitations outlined below; communication costs; reproduction and printing costs; special equipment and materials required for the project; special insurance premiums if required solely for this agreement; and such other allowable items. Purchases of such items should follow federal funding procurement process. Meal and lodging expenses shall not exceed IRS published per diem rates for the region. Alcoholic beverages are not considered to be an allowable expense and are not reimbursable.

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

Metro shall submit to the Planning Agency an invoice or billing itemizing all direct non-labor costs claimed for work under this agreement, and all supporting receipts or invoices.

7. ADMINISTRATIVE FEE

Metro agrees to pay MAPA an administrative fee of three thousand dollars (\$3,000). MAPA in exchange shall monitor compliance with grant requirements, review and approve payment authorizations and submit to the federal agency for payment. Sources of funding for this administrative fee shall come from non-federal funds.

8. ACCOUNTING RECORDS

- A. Metro shall establish and maintain accounts for the project in a manner consistent with applicable provisions of 2 CFR, Subtitle A, Chapter 2 Part 200 Subpart F.
- B. Expenditures shall be in conformance with the standards for allowability of costs set forth in 2 CFR 200.
- C. Metro shall establish and maintain separate accounts for expenditures under this Agreement.
- D. If necessary, the Federal award information needed for SEFA includes:

Federal Grantor: US Department of Transportation - Federal Transit Administration

Pass-Through Grantor: Omaha-Council Bluffs Metropolitan Area Planning Agency

Program Title: Metropolitan Transportation Planning

CFDA Number: 20.505

Project Number: 1950310005

- E. Metro shall maintain an accurate cost-keeping system as to all costs incurred in connection with the subject of this Agreement and shall produce for examination books of account, bills, invoices and other vouchers, or certified copies thereof if originals are lost, at such reasonable time and place as may be designated by MAPA, FTA or a designated Federal representative and shall permit extracts and copies thereof to be made during the period and for three (3) years after the final FTA-MAPA audit is completed, resolved and closed.
- F. Metro shall at all times afford a representative of MAPA, FTA, or any authorized representative of the Federal government, reasonable facilities for examination and audits of the cost account records, shall make such returns and reports to a representative as may be required, shall produce and exhibit such books, accounts, documents and property as the representative may desire to inspect, and shall in all things aid the representative in the performance of audit duties.
- G. If any amount paid by MAPA to Metro under this Agreement is found to be ineligible for reimbursement from the sponsoring federal agency, Metro shall pay such amount back to MAPA.

9. SUBMISSION OF VOUCHERS/INVOICES

- A. Metro may submit monthly, but no less than quarterly, documented invoices of costs incurred for the work elements and work activities that were previously identified in Sections 3A and 3E of this Agreement. Said reports shall account for the expenditure of Federal and Metro shares, shall indicate work program percentage completion, and shall contain a statement of Metro's estimate of the percentage of work completed and be signed by a responsible representative of Metro certifying that all of the items herein are true and correct for the work performed under the terms of this Agreement. Final payment shall be made upon determination by MAPA and NDOT that all requirements hereunder have been completed, which determination shall not be unreasonably withheld. Promptly after receipt of Metro's invoices and following receipt of funds

from NDOT under Agreement Project No. C990(019), MAPA shall make payment thereon to Metro. MAPA may withhold ten percent (10%) of the total compensation pending a final audit of this Agreement, 120 days from the end date of this agreement.

- B. All invoices shall be taken from the books of account kept by Metro and Metro shall have available copies of payroll distribution, receipted bills or other documents reasonably required by MAPA. Metro shall use actual labor rates for billing purposes.
- C. Metro shall have available a listing of all Metro personnel positions that may be selected or assigned to the work contemplated herein. Said listing shall indicate the title or classification and salary range of each such position. It is agreed that employees of Metro, whose time is directly assignable to this FY 2019 Program, shall keep and sign a time record showing the work element and work activity of the FY 2019 Program, date and hours worked, and title of position.
- D. It is understood that reimbursement for out-of-state (other than Nebraska, Iowa and Kansas) travel costs, will not be requested unless written prior approval for such travel has been given by MAPA and the State. The rate of reimbursement will be that allowed by the State for travel by its own employees.
- E. If the FTA notifies MAPA that a cost item (as identified in the cost circulars and regulations identified herein) paid to Metro under this Agreement is not eligible for funding by the FTA, then Metro shall reimburse to MAPA the amount of the ineligible cost item.

10. TERMINATION OF AGREEMENT FOR CAUSE

- A. If, through any cause, Metro shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if Metro shall violate any of the covenants, agreements, or stipulations of this Agreement, or refuse to accept changes required by NDOT, MAPA shall thereupon have the right to terminate this Agreement by giving written notice to Metro of such termination and specifying the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings and reports prepared by Metro shall be made available to MAPA, and Metro shall be entitled to receive compensation for all expenses incurred or obligated on all work mutually agreed to be satisfactorily completed through the effective date of termination.
- B. The above also applies when the Agreement may be terminated because of circumstances beyond the control of MAPA or Metro.

11. CHANGES

Metro or MAPA may, from time to time, request changes in the Scope of Services set forth in this Agreement, which are to be performed by Metro. Such changes, including any increase or decrease in the amount of Metro's compensation, which are mutually agreed upon by and between MAPA

and Metro, and subject to the approval of the NDOT, shall be incorporated in written amendments to this Agreement and duly executed by authorized officials of the Parties.

12. ASSIGNABILITY

Neither Metro nor MAPA shall assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without prior written mutual consent.

13. CLAIMS

Both parties indemnify, save and hold harmless the other party, and all its agents and employees of and from any and all claims, demands, actions or causes of action of whatever nature or character arising out of, or by reason of, the work to be performed by either party. Each party further agrees to defend, at its own sole cost and expense, any action or proceeding commenced for the purpose of asserting any such claim of whatever character arising as a result of its actions. Each party agrees to cooperate in the defense or settlement negotiation of such claim, action, or proceeding. It is further agreed that any and all employees of either party while engaged in the performance of any work or service required or provided for herein to be performed by that party, shall not be considered employees of the other party, and that any and all claims that may or might arise under the Worker's Compensation Act of the State of Nebraska or any other applicable workers' compensation law on behalf of said employees, while so engaged, and any and all claims made by any third parties as a consequence of any act or omission on the part of said employees, shall in no way be the obligation or responsibility of the other party.

14. CONFLICT OF INTERES LAWS

A. Metro shall review the Conflict of Interest provisions of 23 CFR 1.33, 49 CFR 18.36(b)(3) and 2 CFR, and agrees to comply with all the conflict of Interest provisions (including applicable State and local provisions) in order for the Eligible Planning Activities to remain fully eligible for State of Nebraska and Federal funding. Metro should review, understand and follow the instruction provided in the **NDOR CONFLICT OF INTERST GUIDANCE DOCUMENT FOR LPA OFFICIALS, EMPLOYEES 7 AGENTS FOR LOCAL FEDERAL-AID TRANSPORATATION PROJECTS** located on the State of Nebraska's website:

<http://dot.nebraska.gov/media/7349/coi-guidance-doc-lpa.pdf>

B. Metro must also complete, sign and submit to MAPA, the **NDOR CONFLICT OF INTEREST DISCLOSURE FORM FOR LPAS FOR LOCAL FEDERAL-AID TRANSPORATION PROJECTS**. This form is located on the State of Nebraska's website,

<http://dot.nebraska.gov/media/7323/coi-disclosure-doc-lpa.pdf>

15. IDENTIFICATION OF DOCUMENTS

- A. All reports, maps, and other documents completed as part of this Agreement, other than documents completed exclusively for internal use within MAPA, shall carry the following notation on the front cover or a title page (or, in the case of maps in the same block) containing the name of MAPA, Metro and the following:

"The preparation of this report, document, etc. was financed in part through a Federal grant from the Department of Transportation under the Transportation Planning Program authorized under 23 USC Section 134."

Together with the date (month and year) the document was prepared.

- B. Originals of all documents including computer tapes, tracings, drawings, estimates, specifications, field notes, investigations, studies, etc., as instruments of service under terms of this Agreement are to be the joint property of the political jurisdiction and governmental agencies participating in the transportation planning process. Copies of said documents will be made available to such participants upon request at costs of such reproduction.

16. PUBLICATION OR RELEASE OF INFORMATION

- A. Papers, interim reports, forms or other material which are a part of the work under this Agreement shall not be copyrighted without written approval of NDOT and FTA.
- B. Either party to the Agreement may initiate a request for publication of the final or interim reports, or any portions thereof.
- C. Publication by either party shall give credit to the other party and to the FTA. However, if NDOT or FTA does not wish to subscribe to the findings or conclusions of the study the following statement shall be included on the credit sheet: "The opinions, findings and conclusions expressed in this publication are those of the authors and not necessarily those of NDOT or the Federal Highway Administration."
- D. In the event of failure of agreement between NDOT and Metro relative to the publication of any reports during the period of the Agreement, each party reserves the right to publish independently, in which event the nonoccurrence of the other party shall be set forth, if requested.
- E. Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study with participants in the Transportation Planning Program, small technical groups or lectures to employees or students. Lectures to other groups which describe the plans are permissible.
- F. Neither party shall publish nor otherwise disclose, nor permit to be disclosed or published, the results of the investigation herein contemplated, during the period of the Agreement, without notifying the other party.
- G. When the scheduled time for presentation of a paper does not permit formal review and approval of a complete report, abstracts may be used for notification of intent to present a paper based

on the study. Such presentation must protect the interest of the other party by the inclusion of a statement in the paper and in presentation to the effect that the paper had not been reviewed by the State.

17. FAIR EMPLOYMENT PRACTICES

Both Parties agree that in accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101-48-1126, and all regulation relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27 as set forth in SECTION 22. TITLE VI NONDISCRIMINATION CLAUSES of this Agreement. The reference to "Contractor" in this section also means "Metro".

18. DISABILITIES ACT

Metro agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-366), as implemented by 28 CFR 35, which is hereby made a part of and included in this Agreement by reference.

19. RESIDENCY VERIFICATION

Pursuant to Neb. Rev. Stat. § 4-114 et seq., each party shall 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.

20. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

- A. Metro shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts finance in whole or in part with Federal Funds under this Agreement
- B. Metro and MAPA shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts finance in whole or in part with Federal Funds provided under this Agreement. In this regard, Metro shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. MPO shall not discriminate on the basis of race, color, sex, age, disability, or national origin in the award and performance of FTA assisted contracts.

21. TITLE VI NONDISCRIMINATION CLAUSES

During the performance of this Agreement, Metro, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations:

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

B. Nondiscrimination:

Metro with regard to the work performed by it after award and prior to completion of the contract work, shall not discriminate on the basis of disability, race, color, sex, age, disability, religion or national origin in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. Metro shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulation, including employment practices when the contract covers a program set forth in Appendix "A", "B", and "C" of Part 21 of the Regulation.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:

In all solicitations either by competitive bidding or negotiation made by Metro for work to be performed under a subcontract, including procurements of materials or equipment, each potential sub-contractor or supplier shall be notified by Metro of Metro's obligations under this agreement and the Regulation relative to nondiscrimination on the basis of disability, race, color, sex, religion or national origin.

D. Information and Reports:

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

E. Sanctions for Noncompliance:

In the event of Metro's noncompliance with the nondiscrimination provisions of this Agreement, the MPO will impose such contract sanctions as it or FTA may determine to be appropriate, including but not limited to,

- a. Withholding of payments to Metro under this Agreement until Metro complies, and/or
- b. Cancellation, termination or suspension of this Agreement, in whole or in part.

F. Incorporation of Provisions:

Metro shall include the provision of section 22.A through 22.F in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. Metro shall take such action with respect to any subcontract or procurement as the MPO or FTA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, Metro may request the MPOR to enter into such litigation to protect the interests of the MPO, and in addition, Metro may request the United States to enter into such litigation to protect the interests of the United States.

22. APPLICABLE LAW AND VENUE

Parties to this Agreement shall conform to all existing and applicable city ordinances, resolutions, state and local laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this Agreement. Venue for any non-federal legal proceeding under this Agreement shall be in the State of Nebraska, District Court of Douglas County and for any federal legal proceeding in the United States District Court for the State of Nebraska located in Omaha Nebraska.

23. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the Parties. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of trade usage or prior course of dealings. No representations were made or relied upon by either Party other than those that are expressly set forth herein. No agent, employee or other representative of either Party is empowered to alter any of the terms hereof except as provided herein.

24. CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, sub-grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

25. DRUG FREE POLICY

Both parties have established and maintain drug free workplace policies.

26. PUBLIC BENEFITS

With regard to Neb. Rev. Stat. §§ 4-108 – 113, neither Party is an individual or sole proprietorship. Therefore, neither Party is subject to the public benefits attestation and related requirements of Neb. Rev. Stat. §§ 4-108 – 113.

27. INDEPENDENT CONTRACTOR

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing a partnership or joint venture between the Parties. Any and all acts that either Party or its personnel, employees, agents, contractors, or servants, perform pursuant to the terms of this Agreement shall be undertaken as independent contractors and not as employees of the other. The Parties shall, except as provided herein, act in their individual capacities and not as agents, employees, partners, joint ventures or associates of the other. An employee or agent of one shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. None of the Parties nor its personnel, employees, agents, contractors, or servants shall be entitled to any benefits of the other. The Parties shall not provide any insurance coverage to the other or their employees including, but not limited to, workers' compensation insurance. Each Party shall pay all wages, salaries and other amounts due its employees and shall be responsible for all reports, obligations, and payments pertaining to social security taxation, income tax withholding,

workers' compensation, unemployment compensation, group insurance coverage, collective bargaining agreements or any other such similar matters. Neither Party shall have any authority to bind the other by or with any contract or agreement, nor to impose any liability upon the other. All acts and contracts of each shall be in its own name and not in the name of the other, unless otherwise provided herein.

28. COPELAND "ANTI-KICKBACK" ACT (18 U.S.C. 874 and 40 U.S.C. 276c) – (If applicable)

Metro or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

29. DAVIS-BACON ACT, as amended (40 U.S.C. 276a to a-7) – (If applicable)

Metro and subcontractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

30. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 327-333) – (If applicable)

Metro and subcontractors shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

31. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT – (If applicable)

Any performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under

Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

32. DEBARMENT AND SUSPENSION (E.O.s 12549 and 12689)

Metro and all subcontractors assert the organization or individuals are not listed on the government-wide Excluded Parties List System, in accordance with the OMB guidelines at 2 CFR part 180 that implement E.O.s 12549 (3 CFR, 1986 Comp., p. 189) and 12689 (3 CFR, 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549.[69 FR 26281, May 11, 2004, as amended at 70 FR 51879, Aug. 31, 2005]

IN WITNESS WHEREOF, the parties have hereto caused this Agreement to be executed by their proper officers and representatives.

**OMAHA-COUNCIL BLUFFS METROPOLITAN
AREA PLANNING AGENCY**

Attest: _____

by _____ DATE: _____
Chair, Board of Directors

TRANSIT AUTHORITY, CITY OF OMAHA

Attest: _____

by _____ DATE: _____

Printed Name _____

Title _____

APPROVED AS TO LEGAL FORM

DATE _____, 20____

Signed _____
MAPA Legal Counsel



MAPA Unified Work Program

Description of Projects

FY-2019

TRANSIT/HUMAN SERVICE TRANSPORTATION (440)

440.02 Short-Range and Service Planning

In FY2019, staff will study trends in ridership, route performance, and customer feedback from the on-board survey conducted in the fall of 2017. This survey contributes baseline data for the Transit Development Plan, which will evaluate current service, make recommendations for system adjustments, and incorporate regional partners in the planning of future transit service. Staff also will study alternatives for changes to the bus network to coordinate with the upcoming Bus Rapid Transit (BRT) project on the Dodge corridor (anticipated to begin service in late 2019), which serves as the spine of the overall transit network.

440.03 Long Range Transit Planning

Metro will coordinate with implementation efforts of the Heartland 2050 plan to monitor the region's progress towards the vision goals highlighted in the plan. Additionally, Metro staff will coordinate with regional partners to complete the Transit Development Plan, which will serve as the bridge between current transit service and the region's long-range vision.

440.08 Transit Service Standards

Ridership, service interruption, on time performance, and other reporting will be conducted during FY2019. Report information will be used to monitor existing service and aid in identifying potential areas for future transit improvement. All required information from such reports will be submitted to the National Transit Database (NTD) on a monthly basis.

440.16 Program Certification

During FY2019, Metro will conduct a weekly random sample of four (4) one-way transit trips to measure boarding and alighting activity, contributing to an annual sample size of 208 trips. This information will be used to calculate average passenger trip length, reported to the National Transit Database (NTD) on an annual basis. Additionally, this data will be compiled annually to monitor vehicle assignment, on-time performance, and vehicle load in conformance with Metro's Title VI plan, to ensure equitable distribution and operation of service and equipment to low income and minority populations.

METRO MAPA 546-600 2018-2019		
MAPA PROJECTS	Project Hours	Project Dollars
440.02 - Short-Range and Service Planning		
Schweitz, Evan M (22959)	1,050.00	
Andry, Alicia (22964)	256.00	
TOTAL FOR 440.02	1,306.00	\$49,467.00
440.03 - Long-Range Transit Planning		
Schweitz, Evan M (22959)	262.50	
Andry, Alicia (22964)	256.00	
TOTAL FOR 440.03	518.50	\$17,928.00
440.08 - Transit Service Standards		
Schweitz, Evan M (22959)	87.50	
Andry, Alicia (22964)	170.70	
TOTAL FOR 440.08	258.20	\$8,444.00
440.16 - Program Certification		
Schweitz, Evan M (22959)	0.00	
Andry, Alicia (22964)	341.30	
TOTAL FOR 440.16	341.30	\$9,876.00
Total Labor	2,424.00	\$85,715.00
		Total
MAPA PORTION - 70%		\$60,000
LOCAL MATCH - 30%		\$25,715
		\$85,715

LPA PROGRAM AGREEMENT- FEDERAL-AID FUNDS

METROPOLITAN PLANNING AGENCY
STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION
PROJECT NO. MAPA-5002(3)
STATE CONTROL NO. 22755
BELLEVUE BRIDGE STUDY – GRAND ARMY OF REPUBLIC BRIDGE

THIS AGREEMENT is between the Metropolitan Area Planning Agency, Nebraska, a local public agency ("LPA"), and the State of Nebraska, Department of Transportation ("State"), collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, certain routes in LPA 's jurisdiction have been designated as being eligible for Surface Transportation Program (STP) Funds by the Department of Transportation, Federal Highway Administration, hereinafter called the FHWA, in compliance with Federal laws pertaining thereto, and

WHEREAS, STP Funds have been made available by Title 23 of the United States Code, providing for improvements on eligible routes, and

WHEREAS, the Federal share payable on any portion of a STP project will be a maximum of 80 percent of the eligible and participating costs; LPA's share will be the remaining 20 percent of the eligible and participating costs; and LPA will also be responsible for all other nonparticipating or ineligible costs, and

WHEREAS, regulations for implementing the provisions of the above mentioned act provide that the Federal share of the cost of those projects will be paid only to State, and

WHEREAS, the regulations further permit the use of funds other than State funds in matching Federal Funds for the improvements of those routes, and

WHEREAS, State is willing to assist LPA to the end of obtaining Federal approval of the proposed work and Federal Funds for the construction of the proposed improvement, with the understanding that this project is not a State project and that no State Funds are to be expended on this project, and

WHEREAS, LPA has designated an available fully-qualified public employee or elected official to act as "Responsible Charge" (RC) for the subject Federal-aid Transportation project, and

WHEREAS, the RC will be in day-to-day responsible charge of all aspects of the project, from planning through post-construction activities and maintain the project's eligibility for Federal-aid Transportation project funding, and

WHEREAS, LPA understands that it must comply with all terms of 23 C.F.R. 635.105 in order for this Federal-aid transportation project to be eligible for Federal funding, and

WHEREAS, if LPA is to receive Federal participation for any portion of the work on the proposed project, it is necessary for all phases of work to comply with Federal requirements and procedures, and

WHEREAS, State and LPA agree that State, on behalf of LPA, will advertise the project for bids, conduct a letting, make award recommendations to LPA and prepare a construction contract for LPA's execution and use, and

WHEREAS, State will be responsible for paying directly LPA's construction contractor, preliminary and construction engineering providers, and may pay directly other services providers when specified in subsequent agreements, and

WHEREAS, State's role is only federal funding eligibility, including providing quality assurance to ensure FHWA on LPAs behalf that the project is designed, constructed and managed according to federal rules and regulations. State will coordinate with LPA on federal funding issues on behalf of LPA, and

WHEREAS, Federal Regulations provide that LPA shall not profit or otherwise gain from local property assessments that exceed LPA's share of project costs, and

WHEREAS, the funding for the project under this Agreement includes monies from the FHWA, therefore, if a non-federal entity expends \$750,000 or more in total federal awards in a fiscal year then the audit requirements of 2 CFR, Subtitle A, Chapter 2, Part 200, Subpart F, must be addressed as explained further in this Agreement, and

WHEREAS, the total cost of the project, is currently estimated to be \$169,999.94, but such costs may increase or decrease due to variations between the estimated and actual project costs, and

WHEREAS, LPA's share of the total project costs is estimated to be \$34,000.19. LPA has earmarked and has placed in its fiscal budget at least the amount of the local match indicated above. These costs may increase or decrease due to variations between the estimated and actual project costs, and

WHEREAS, the project is described as follows:

The Bellevue Bridge, officially called the Grand Army of the Republic Bridge, was formerly part of Highway 370 and spans the Missouri River to connect Olde Towne Bellevue with Mills County Iowa, including access to Interstate 29. Since the completion of the Highway 34 Missouri River Bridge in 2014, the Bellevue Bridge has been a decrease in traffic of about 50 percent. The purpose of this study will be to determine whether future conditions in the area warrant replacement of the bridge, alternative for reconstruction, and the impacts of closing the bridge.

WHEREAS, LPA desires that this project, the location of which is shown on attached Exhibit "A", be developed and constructed under the designation of Project No. MAPA-5002(3), as evidenced by the Resolution of LPA dated the _____ day of _____, 20____, attached as Exhibit "B" and incorporated herein by this reference.

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

SECTION 1. DEFINITIONS

For purposes of this Agreement, the following definitions will apply:

“CFDA” means Catalog of Federal Domestic Assistance.

“CFR” means the Code of Federal Regulations.

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

“LPA” means Local Public Agency that is sponsoring a Federal-Aid transportation project.

“NEB. REV. STAT.” means the Nebraska Revised Statutes, which is the official compilation of Nebraska law.

“OMB” means the Federal Office of Management and Budget.

“FULL-TIME PUBLIC EMPLOYEE” means a public employee who meets all the requirements and is afforded all the benefits of full-time employees as that phrase is applied to other employees of the employing entity. A person is not a full-time employee if that person provides outside private consulting services, or is employed by any private entity, unless that person can prove to State in advance, that employee's non-public employment is in a field unrelated to any aspect of the project for which Federal-aid is sought.

“PUBLIC EMPLOYEE” for the purpose of selecting an RC for this project means a person who is employed solely by a county, a municipality, a political subdivision, a Native American tribe, a school district, another entity that is either designated by statute as public or quasi-public, or entity included on a list of entities determined by State and approved by the Federal Highway Administration (FHWA), as fulfilling public or quasi-public functions.

“RESPONSIBLE CHARGE” or **“RC”** means the public employee or elected official who is fully empowered by LPA and has actual day-to-day working knowledge and responsibility for all decisions related to all aspects of the Federal-aid project from planning and development through construction project activities, including all environmental commitments before, during and after construction. The RC is the day-to-day project manager, and LPA's point-of-contact for the project. Responsible charge does not mean merely delegating the various tasks; it means active day-to-day involvement in identifying options, working directly with stakeholders, making decisions, and actively monitoring project construction. It is understood that RC may delegate or contract certain technical tasks associated with the project so long as RC actively manages and represents LPA's interests in the delegated technical tasks.

“STATE” means the Nebraska Department of Transportation in Lincoln, Nebraska, its Director, or authorized representative. State is a funding liaison between LPA and the United States Department of Transportation for LPA federally funded transportation projects.

“STATE REPRESENTATIVE” means an individual from the Nebraska Department of Transportation District Office assigned to the project, who will perform State's federal funding eligibility duties under this Agreement.

SECTION 2. DURATION OF THIS AGREEMENT (2-25-14)

2.1 Effective Date --This Agreement is binding on the date it is fully executed by State.

2.2 Renewal, Extension or Amendment --This Agreement may be renewed, extended or amended by mutual agreement or as otherwise provided herein.

- 2.3 *Identifying Date*** – For convenience, this Agreement’s identifying date will be the date State signed the Agreement.
- 2.4 *Duration***– This Agreement will expire upon completion of LPA’s Federal-aid project and final financial settlement, except that any terms of this Agreement that contemplate long term activities of LPA such as environmental, maintenance, and operational commitments, will remain in effect as long as required by law, NEPA document, permit or agreement.
- 2.5 *Termination*** – Further, State reserves the right to terminate this Agreement as provided herein. If LPA determines that for any reason it will not continue with the development of this project as a Federal-aid project, LPA shall notify State and negotiate any necessary project termination conditions consistent with this Agreement.

SECTION 3. PURPOSE OF AGREEMENT

- 3.1 LPA wishes to obtain Federal-aid funding for a transportation project on a street, highway, road, trail or other transportation related facility under LPA’s jurisdiction. The Federal Highway Administration (FHWA) will not provide funding directly to LPA for this project but will provide Federal funding for eligible and participating project costs through State. State, pursuant to Neb. Rev. Stat. § 39-1305, will act under this Agreement as a steward of Federal Funds and as a liaison between LPA and FHWA. The purpose of this Agreement is to set forth the understanding of LPA and State concerning their respective duties to enable the project to be eligible for federal-aid funding. Under this Agreement, LPA shall continue to have all duties concerning any aspect of project management, planning, design, construction, operation and maintenance. Nothing in this Agreement shall be construed to create any duty of State to LPA concerning such matters. LPA further agrees that LPA shall have no claim or right of action against State under this Agreement if FHWA determines that the project is not eligible in whole or in part, for federal-aid funding. The following sections of this Agreement include the program requirements and other conditions State believes in good faith that LPA must meet for this project to be eligible for federal funding.
- 3.2 LPA acknowledges that many conditions must be met for the transportation project contemplated by this Agreement to be constructed and for project costs to be reimbursed with federal-aid funds. Those conditions include, but are not limited to, the unknown availability of federal-aid funds, the timely and satisfactory completion of all federal-aid funding requirements and the perceived priority of this project with other projects competing for limited federal-aid funds. Therefore, LPA agrees to develop this project in an effort to meet all federal and state eligibility requirements so the project may be determined eligible for federal-aid funding.

SECTION 4. RESPONSIBLE CHARGE (RC) REQUIREMENTS

- 4.1 LPA hereby designates Court Barber as the RC for this project.
- 4.2 Duties and Assurances of LPA concerning its designated RC for this project.
- 4.2.1 LPA understands the duties and responsibilities of LPA and RC as outlined in LPA Guidelines Manual for Federal-Aid Projects.

- 4.2.2 LPA has authorized and fully empowered the RC to be in day-to-day responsible charge of the subject Federal-aid project; this does not mean merely supervising, overseeing or delegating various tasks, it means active day-to-day involvement in the project including identifying issues, investigating options, working directly with stakeholders, and decision making.
- 4.2.3 The RC is a full-time public employee or elected official of LPA, or a full-time employee of another entity as defined in "Public Employee" above.
- 4.2.4 LPA agrees to take all necessary actions and make its best good faith efforts to ensure that the RC's work on the project would be deemed to meet the same standards that State must meet under 23 CFR 635.105.
- 4.2.5 If, for whatever reason, the designated RC is no longer assigned to the project during the design phase, LPA shall, within one day or sooner if possible, notify verbally and in writing State's LPD Quality Management Engineer and the LPD Project Coordinator; after such notification LPA shall replace the RC no later than thirty calendar days or sooner if possible. If the designated RC must be replaced during the letting or construction phases, LPA shall, within one day or sooner if possible, notify verbally and in writing State's LPD Quality Management Engineer, the LPD Project Coordinator, and State District Representative; after such notification, LPA shall replace the RC no later than ten calendar days or sooner if possible. With advance written approval by State, LPA may use a Provisional RC in accordance with State's Provisional RC Policy.
- 4.2.6 LPA agrees that it is ultimately responsible for complying with all Federal and State requirements and policies applicable to Federal-aid highway projects. This includes, but is not limited to, meeting all post-construction commitments, including but not limited to environmental or maintenance. LPA understands that failure of LPA or State to meet any eligibility requirements for Federal funding may result in the loss of all Federal funding for the project. In the event that LPAFHWA finds that the project is ineligible for Federal funding, LPA will repay State all previously paid Federal Funds, as determined by State, and any costs or expenses State has incurred for the project, including but not limited to, any costs reimbursed for the time and expenses of the RC.
- 4.2.7 LPA acknowledges that many conditions must be met for the transportation project contemplated by this Agreement to be constructed and for project costs to be reimbursed with federal-aid funds. Those conditions include, but are not limited to, the unknown availability of federal-aid funds, the timely and satisfactory completion of all federal-aid funding requirements, and State's perceived priority of this project with other projects competing for limited federal-aid funds.
- 4.2.8 The Parties further understand that the project plans and specifications shall be sealed, signed and dated by a professional licensed engineer in State of Nebraska, and that estimates will be prepared and the construction will be observed by a professional engineer licensed in State of Nebraska or a person

under direct supervision of a professional engineer licensed in State of Nebraska as required by Neb. Rev. Stat. § 81-3445.

SECTION 5. FEDERAL AID PROJECT REQUIREMENTS

For any work to be completed by LPA on this project, LPA agrees to comply with all Federal-aid project procedures and requirements applicable to this project, including federal laws, and when applicable, state and local laws, and the LPA Guidelines Manual for Federal-aid Projects.

5.1 The Applicable Legal and Contract Requirements.

- a. The primary provisions of law applicable to this Agreement are generally found in 23 U.S.C. Section 134; and 23 CFR Part 420, subpart A, and Part 450, subpart C.
- b. **LPA Guidelines Manual** - LPA also agrees to strictly comply with the applicable provisions of Guidelines Manual for Federal Aid Projects (The Manual), which is incorporated herein by this reference. The Manual is a document drafted in part, and formally approved, by the FHWA as a document setting out requirements for LPA projects funded with Federal-aid funds. A current version of The Manual can be found in its entirety at the following internet address:

<https://dot.nebraska.gov/media/6319/lpa-guidelines.pdf>. In the event LPA believes that The Manual does not clearly address a particular aspect of the project work, LPA shall seek guidance or clarification from State's Local Project Division Section Engineer or Project Coordinator, and shall make its best effort to comply with such guidelines or clarification.

5.2 Federal Oversight.

If the project has been designated as full federal oversight, then additional federal oversight and approvals will be required. It is the responsibility of LPA to understand the additional requirements and ensure that State and FHWA are provided timely notice for additional oversight and approvals.

SECTION 6. SCHEDULE

In order to retain federal funding for this project, LPA shall cause the project to move promptly through all project stages to meet the targeted letting date. LPA shall coordinate with State concerning the progress of the project and notify State of any issues that will affect the project schedule. Failure of LPA to properly advance the project or meet project deadlines may result in suspension or termination and loss of federal funding for this project. See SECTION 19.

SUSPENSION OR TERMINATION.

SECTION 7. PROCUREMENT OF PROFESSIONAL SERVICES

7.1 Engineering Services

LPA shall procure engineering services providers using the Qualifications Based Selection process set out in the LPA Guidelines Manual. Engineering services include, but are not limited to; planning studies, preliminary engineering, environmental activities, Right-of-Way design, construction engineering, or architectural services.

7.2 Right-of-Way Services

LPA shall comply with State's "Right-of-Way Acquisition Guide for Local Public Agencies" and State's "Right-of-Way Manual" for the procurement of Right-of-Way

services for property acquisition appraisals, appraisal reviews, negotiations, and relocation assistance.

SECTION 8. COORDINATING PROFESSIONAL

If LPA's project involves more than one licensed professional engineer or architect, LPA will designate a Coordinating Professional 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.). LPA will notify State in writing of such designation prior to commencement of professional services. The Coordinating Professional shall 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 shall 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. LPA's failure to provide written notice to State under this section may result in the costs of previous professional services being declared ineligible for reimbursement or other sanctions allowed by law or both.

SECTION 9. DEVELOPMENT OF THE PROJECT

LPA shall be responsible for all stages of the development and construction of this Federal-aid project. The stages of LPA's project may include all or any of the following services: environmental, design, right-of-way, utilities, railroad, and construction. This Agreement, in conjunction with the LPA Guidelines Manual, will define the responsibilities and actions required by LPA for each of these applicable services.

SECTION 10. ENVIRONMENTAL RESPONSIBILITY

10.1 NEPA

10.1.1 LPA must comply with the National Environmental Policy Act (NEPA) and all applicable federal, state and local environmental requirements because this project is federally funded. Therefore, prior to letting the project, LPA shall be responsible for (1) completing all environmental reviews, (2) obtaining permits and approvals. Additionally, LPA shall be responsible for meeting all environmental commitments during and after the construction of the project.

10.1.2 Prior to appraising property, acquiring right-of-way, or final design for the project, LPA shall receive approval by State and the FHWA of one of the following: (1) Categorical Exclusion, (2) Environmental Assessment - Finding of No Significant Impact, (3) Environmental Impact Statement - Record of Decision.

10.1.3 Public involvement must be held in accordance with State's "Pursuing Solutions Through Public Involvement" located at:
<http://www.transportation.nebraska.gov/docs/public-involvement.pdf>. When the NEPA process requires public involvement, LPA shall conduct necessary location or design hearings or combined location and design public hearings. State Local Projects, Project Coordinator is available to assist LPA in determining what public involvement efforts are required based upon NEPA and public sensitivities.

10.2 Municipal Separate Storm Sewer System (MS4) Program

If LPA's project is within an area that is subject to the federal Storm Water Phase II Regulatory Requirements of 40 CFR 122.34 (b), then LPA or the project consultant will design, construct and maintain, as a part of this project, water quality facilities as required by LPA's National Pollutant Discharge Elimination system (NPDES) permitted Municipal Separate Storm Sewer System (MS4) program. If LPA does not have an active construction storm water management and post construction storm water management program, LPA or the project consultant shall follow the State MS4 program.

SECTION 11. DESIGN

11.1 Preparation of Plans, Specifications, and Estimates

LPA will develop project plans, specifications, and estimates sufficient for a bid letting. This work may be accomplished by LPA or a consultant selected by LPA following the process set out in SECTION 7. PROCUREMENT OF PROFESSIONAL SERVICES. The scope of services and associated costs will be set out in a Professional Services Agreement using States' standard template agreement. Any work performed prior to execution of said agreement, Federal authorization of funding, and receipt of a Notice to Proceed will not be eligible for Federal-aid. All plans, specifications, and estimates must be submitted to State for review and comment for federal funding eligibility.

11.2 Professional Performance

It is understood by the Parties that LPA is solely responsible for the professional performance and ability of LPA and the project consultant(s) in the planning, design, construction, operation and maintenance of this project. Any review or examination by State, or acceptance or use of the work product of LPA or the project consultant(s) will not be considered to be a full and comprehensive review or examination and will not be considered an approval, for funding or for any other purpose, of the work product of LPA and the project consultant(s) which would relieve LPA from any expense or liability that would be connected with LPA's sole responsibility for the propriety and integrity of the professional work to be accomplished by LPA for the project.

SECTION 12. RIGHT-OF-WAY

12.1 Governing Documents

The Federal law governing acquisition of additional property rights and relocation on federally assisted projects is found in 23 CFR Part 710, and Public Law 91-646, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended, commonly called the Uniform Act (49 CFR Part 24). The LPA shall comply with 23 CFR part 710, the Uniform Act, State's "Right-of-Way Acquisition Guide for Local Public Agencies" and State's "Right-of-Way Manual".

The Uniform Act applies whenever Federal dollars are used in any phase of a project, such as planning, engineering, environmental studies, or construction. **The Uniform Act must be followed even if there is NO Federal funding in the Right-of-Way phase.** State's Relocation Assistance Act, Neb. Rev. Stat. §§ 76-214 to 76-1238 applies on all projects.

12.2 Costs

Any eligible actual Right-of-Way costs incurred by LPA shall be billed to State for reimbursement in accordance with the SECTION 18. FINANCIAL RESPONSIBILITIES in this Agreement.

12.3 Encroachments

Federal law requires that the right-of-way for a Federal-aid project must be dedicated exclusively to the transportation use for which the project is to be constructed. State will not advertise for, or hold, a bid letting for LPA's project until the existing ROW has been cleared of all encroachments. LPA, at no cost to the project, shall clear the entire existing Right-of-Way of this project of any private or non-LPA uses or occupancy of the area above, below, or on the existing Right-of-Way. LPA agrees to take all necessary actions, including but not limited to (1) bringing appropriate legal proceedings to remove encroachments if the owner has no right to occupy the public ROW, (2) to acquire and pay for the removal of encroachments when the owner's right to occupy public ROW is clear, or (3) to litigate or otherwise resolve all disputed claims to State's satisfaction at LPA's sole cost. LPA understands that after the project is completed, LPA shall keep the project ROW free of future public or private encroachments or uses. LPA shall communicate regularly with State about the status of LPA's efforts to remove all encroachments identified on the project

12.4 Land Corners

LPA shall fully cooperate with State and the project consultants to locate and reference or have located and referenced all section corners, quarter section corners and subdivision lot corners that may be affected by the construction of the proposed project in accordance with Section 39-1708 et. seq., R.R.S. 1943 as amended.

12.5 Special Assessments

Prior to initiating a special assessment on a Federal-aid project, LPA shall notify State of LPA's proposed assessment. A special assessment levied as part of this Federal-aid project shall be conducted as described in this section.

LPA is required to provide to State documentation for each of the four points noted below. LPA is also required to follow all the terms of the Uniform Act in the acquisition of right-of-way for this Federal-aid project.

"When federal funds participate in a project, an LPA may not levy a *special assessment*, solely against those property owners from whom acquisitions are made for the public improvement, for the primary purpose of recovering the compensation paid for the real property. This recapture of compensation would constitute a form of forced donation, which is coercive and thus not permitted under the Uniform Act. However, an LPA may levy an assessment to recapture funds expended for a public improvement, provided the assessment is levied against all properties in the taxation area or in the district being improved and provided it is consistent with applicable local ordinances."

LPA needs to confirm there is no Uniform Act violation by documenting the following:

- The affected property owners will be provided just compensation for their property as required by the Federal and State Constitutions and reiterated in the Uniform Act.
- The acquisition costs will be paid by LPA and property owners made aware they will not be assessed the cost to acquire their property needed for the project.
- The purpose of the special assessment is not to recover the acquisition costs.
- The assessment will not be arbitrarily imposed on selected property owners in the special improvement district in response to their demand for just compensation or that the assessment will be implemented in a way that differs from the way other like assessments have been imposed under similar circumstances.

The project files must contain documentation affirming the above bulleted items.

12.6 Reimbursement of LPA's Right-of-Way

LPA is not expected to incur any reimbursable ROW costs for this project. However eligible ROW expenses include appraisal fees, title research fees, ROW Consultant fees, tract acquisition costs, reasonable relocation assistance costs, condemnation awards and Board of Appraisers fees. Additional expenses for condemnation proceeding or District Court Trial may be reimbursed to LPA on a case-by-case basis. All required documentation of Chapter 7 of State's Right-of-Way Manual must be submitted to and approved by State Right of Way Division in order for LPA's ROW expenses to be reimbursed. All requests for ROW reimbursement should be submitted to State on ROW Form AP-23, along with supporting documents. One form needs to be completed for each property tract on the project.

SECTION 13. RAILROAD

This section has intentionally been left blank in this contract.

SECTION 14. UTILITIES

- 14.1 Utility facilities installed, relocated, or rehabilitated within the Right-of-Way for this project must be completed in accordance with the provisions of Federal-aid Highway Policy Guide, 23 C.F.R. § 645A, "Utility Relocations, Adjustments and Reimbursement", and Federal-Aid Policy Guide, 23 CFR 645B, "Accommodation of Utilities" issued by the U.S. Department of Transportation, Federal Highway Administration, and State's "Policy for Accommodating Utilities on State Highway Right-of-Way." Further, LPA utility work shall be performed in conformance with the Buy America provisions found at 23 U.S.C § 313 and applicable regulations in 23 C.F.R § 635.410. LPA's project utility work shall also follow the current "Policy for Accommodating Utilities on State Highway Right-of-Way" and the LPA Guidelines Manual. In order for the utility work to be eligible for Federal-aid, a utility agreement between LPA and the Utility will need to be executed by both parties and approved by State. A Notice to Proceed given by State to LPA must be obtained prior to beginning the utility rehabilitation or utility installation work. State's

standard utility agreement (State Template AGR167) must be used; a copy of this Agreement can be obtained from the LPD Project Coordinator.

- 14.2 All eligible non-betterment municipally owned and operated utility rehabilitation costs within the corporate limits of LPA will become a project cost. Outside the corporate limits, the non-betterment portion of utility rehabilitation costs will become a project cost for facilities occupying private property.

Further, there will be no Federal reimbursement for utility facilities if they are located on existing public Right-of-Way, unless a right to future reimbursement was retained in the prior project; however, non-betterment costs of privately owned and operated utilities that serve a public interest will be reimbursed if they exist on private property and it becomes necessary to rehabilitate the utilities due to this project. All such reimbursements will be based on items and actual costs submitted by the utility and approved by LPA and State up to the amount of federal funding obligation obtained by State.

14.3 LPA Owned Utilities

14.3.1 Waterlines and Sanitary Sewer Lines – Along and under the project route

LPA or the project consultant will be responsible for designing the location within the new project of any waterlines or sewer lines that are located along and under the transportation project route. If applicable, LPA shall cooperate with and provide the design consultant with the non-location design items, such as type, size and needed accessories, for any lines of these types.

14.3.2 All other Utility Facilities – Along or crossing the project

The eligible non-betterment costs of the necessary rehabilitation of all other LPA owned utility facilities shall be a project cost. No LPA owned utility rehabilitation work shall be performed by LPA prior to State obtaining Federal authorization and receipt of a Notice to Proceed; any work performed by LPA prior to receipt of Notice to Proceed will not be eligible for Federal-aid. **LPA shall develop the rehabilitation plan for the other LPA owned facilities affected by the project and submit the plan to State for review and approval.** State may either (1) allow LPA to separately construct the other LPA owned utility rehabilitation plan, or (2) incorporate the other LPA owned utility rehabilitation plan into the plans for the transportation project to be constructed by the project construction contractor. When LPA separately constructs the other LPA owned utility rehabilitation, LPA shall submit to State its final invoice for the utility rehabilitation for State's review and reimbursement of actual eligible costs.

14.4 Non-LPA Owned Utilities

LPA shall develop a Utility Rehabilitation Agreement for LPA to approve and sign with each non-LPA owned Utility Company that has utility facilities that may be affected by the project construction. **LPA shall formally approve and sign all Utility Rehabilitation Agreements with non-LPA owned utilities.** The agreements will require the owner of the utility facilities to develop a plan and schedule the completion of a project for the necessary rehabilitation of each facility caused by the project. State will reimburse the eligible non-betterment rehabilitation costs incurred by the non-LPA owned utility. LPA shall take all actions State deems necessary to comply with any utility rehabilitation agreement(s) on this project, including enforcing the utility rehabilitation work schedule to avoid to the maximum extent possible any conflict with the project construction contractor's schedule.

14.5 State Highway Right-of-Way

Any project utility work to be completed within a State Highway ROW will require LPA to obtain approval and a form of a letter of authorization or a permit from State. State shall assist LPA with contacting State's local District Engineer or Permits Officer to determine if a permit or permits are needed for the project and to make application for any needed permits to the District Engineer.

SECTION 15. FINAL PLANS, BID LETTING AND CONSTRUCTION

15.1 Plans, Specifications and Estimates (PS&E)

LPA is solely responsible for the accuracy and completeness of the PS&E package for LPA's project. Approximately five months prior to the targeted letting date, LPA shall submit a complete final plans package (including, but not limited to the following documents; 100 percent plans, specifications, engineers' estimate, status of utilities, status of environmental commitments, environmental permits, right-of-way certificate) to State's Local Projects Division Project Coordinator for review. The PS&E package will be reviewed by State. LPA shall promptly make, or cause to be made, any necessary or requested changes and provide all required certifications, in order for the PS&E package to be ready for advertisement to meet the targeted date of the bid letting.

15.2 Bid Letting and Award of Construction Contract

State, on behalf of LPA, will provide State's standard notice to bidders and will conduct a bid letting for LPA's Federal-aid project following State's bid letting and award procedures. State will recommend, for LPA's review and approval, its determination of the apparent low bidder for the project, except when State rejects all bids. LPA must provide a resolution concurring with the selection of the low bidder before State will issue the construction contract for signing. LPA shall sign the construction contract with the selected contractor and will issue all applicable purchasing agent appointments and tax exempt certificates for this project.

15.3 Construction and Construction Engineering

LPA agrees to cause the project to be constructed in compliance with the approved PS&E package, State approved change orders, and applicable rules, regulations and statutes. The construction of this project will require a) the services of the RC as LPA's representative, b) construction oversight by a licensed professional engineer (see Neb.

Rev. Stat. § 81-3445), and c) a State Representative from the District whose review of the project's construction will relate solely to the eligibility of the project for federal funding.

Trans*Port SiteManager shall be used as the construction record-keeping system for construction and construction engineering services for this project. The RC and construction Consultants must complete State's training in the use of Trans*Port SiteManager software.

LPA will be solely responsible for all construction engineering on this project. The construction engineering is an eligible project expense and includes, but is not limited to; construction management, staking, inspection and field testing. This work may be accomplished by LPA, or a Consultant selected by LPA, following the process set out in SECTION 7. PROCUREMENT OF PROFESSIONAL SERVICES. The scope of services and associated costs will be set out in a Professional Services Agreement using State's standard template agreement. Construction engineering services will not be eligible for Federal funding if performed prior to: 1) execution of said agreement, 2) Federal authorization of funding, and 3) receipt of a written Notice to Proceed.

SECTION 16. PROJECT COMPLETION, ACCEPTANCE, AUDIT, AND FINAL SETTLEMENT

16.1 Tentative Final Acceptance

Consultant, or LPA providing the construction engineering, shall notify the RC in writing when all contract work is complete and ready for inspection. RC shall, within one week, inspect the work for conformance with the construction contract. Within one week of acceptance of the work by LPA, LPA shall issue a Tentative Final Acceptance letter to the Contractor, with a copy to State, advising them that all contract work has been tentatively accepted.

16.2 NDOT Form 91 - Notification of Contract Completion Upon receipt by State of LPA's Tentative Final Acceptance letter to the Contractor, State's District Engineer will prepare and distribute a NDOT Form 91. Consultant or LPA providing construction engineering services may only incur expenses for up to 45 days following the construction completion date cited on the NDOT Form 91 or the Tentative Final Acceptance letter.

16.3 NDOT Form 299 – Project Construction Conformity Certification

When the project final records are ready to be submitted to State for approval, LPA and, when applicable, LPA's Consultant shall certify project construction conformity by signing the NDOT Form 299. LPA shall submit the NDOT Form 299, one set of As-Built Plans (per the Nebraska Department of Transportation Construction Manual) and all final records to State Representative.

State Representative assigned to the project will then conduct a final review of the project and determine whether the project meets federal program requirements. If State Representative determines the project meets federal requirements, State Representative will submit the NDOT Form 299, the final records, and one set of As-Built Plans to State Construction Division – Final Review Section. If State Representative determines the project does not meet federal program requirements, State Representative will notify LPA's RC in writing of what must be done to bring the project into compliance.

State Construction Division – Final Review Section will review and approve the finals package, and when approved, will sign the NDOT Form 299 and distribute it to the NDOR Controller Division, to provide notification of project closeout and to request final payment to the Contractor.

16.4 Audit and Final Settlement with LPA

16.4.1 If deemed necessary, an audit will be performed by State to determine whether the actual costs incurred on the project are eligible for reimbursement with Federal Funds. LPA shall cooperate fully with State and shall provide any relevant information necessary to complete the final audit of the project. LPA shall take any actions necessary to resolve any issues involved with the audit of the project.

16.4.4 The amount of the final settlement between State and LPA will be LPA's share of the total eligible project costs, plus all ineligible project costs, less the total local funds previously paid to State by LPA.

16.4.5 If LPA's calculated share is more than the amount of local funds previously paid to State, State will bill LPA for the difference. LPA agrees to pay the amount due State within thirty (30) days of receipt of invoice.

16.4.6 If LPA's calculated share is less than the amount of local funds previously paid to State, State will reimburse LPA for the difference.

SECTION 17. MAINTENANCE AND ENVIRONMENTAL COMMITMENTS

LPA accepts sole responsibility for maintenance of the project after tentative acceptance of the project. LPA shall provide all future maintenance of the project consistent with the requirements for a Federal-aid project. LPA also accepts responsibility for meeting all project environmental and other commitments and responsibilities required by contract, permit, and environmental document or by federal or state law. LPA will release and hold harmless State and FHWA from any suits brought against State arising out of LPA's operation and maintenance of or related to the project.

SECTION 18. FINANCIAL RESPONSIBILITY

18.1 General

LPA intends that its project be developed so that the project costs will be eligible for partial reimbursement with Federal-aid funds. The Parties understand that no State funds will be used to finance the costs of LPA's project. LPA understands that payment for the costs of this project, whether they be services, engineering, ROW, utilities, material or otherwise, are the sole responsibility of LPA when Federal participation is not allowable or available or if the project is subsequently determined to be ineligible for Federal-aid funding. Therefore, if the Federal government declines to participate in the project or any portion of the project, LPA is responsible for full project payment with no cost or expense to State in the project or in the ineligible portion of the project. Should the project be abandoned before completion by LPA, LPA shall pay or repay State for all costs incurred by State or reimbursed with Federal-aid funds prior to such abandonment.

18.2 Total Project Costs and Funding Commitments

The total cost of the project is currently estimated to be \$169,999.94 as set out in the table below:

ESTIMATED PROJECT FUNDING (Attach supporting documentation for estimates)						
	FFY of TIP/STIP	Federal	Local Match	Nonparticipating	Other	Total
PE Phase						
PE		119,999.75	\$30,000.19			\$149,999.94
NEPA						
Final Design						
RC		\$8,000.00	\$2,000.00			\$10,000.00
NDOR		\$8,000.00			\$2,000.00	\$10,000.00
PE Subtotal		\$135,999.75	\$32,000.19			\$169,999.94
ROW						
Utilities						
Construction						
CE Phase						
CE						
RC						
NDOR						
CE Total						
TOTAL		\$135,999.75	\$32,000.19		\$2,000.00	\$169,999.94

Both LPA and State recognize this is a preliminary estimate and the final cost may be higher or lower. In order to exceed the costs obligated for some of the phases set out above, LPA must seek and obtain, from State, additional Federal funding obligation by:

- Submitting a detailed cost estimate, when applicable, and receiving State’s approval of such estimate,
- Receiving notification from State that additional Federal Funds have been obligated,
- Receipt of a notice to proceed from State to incur costs, if applicable

18.3 LPA Responsibility

LPA understands that payment for the costs of this project, whether they be services, engineering, Right-of-Way, utilities, material or otherwise, are the sole responsibility of LPA when Federal participation is not allowable or available or if the project is subsequently determined to be ineligible for Federal-aid funding. Therefore, when the Federal government refuses to participate in the project or any portion of the project LPA is responsible for full project payment with no cost or expense to State in the project or in the ineligible portion of the project. Should the project be abandoned before completion, LPA shall pay or repay State for all costs incurred by State prior to such abandonment.

18.4 Reimbursement of Costs Incurred by LPA

LPA incurred project costs of the five (5) types listed in this section may be eligible for reimbursement from Federal-aid funds for this project if:

- LPA submits a detailed cost estimate, when applicable, and State approves such estimate,
- State has obtained Federal Funds obligation,

- State issues notice to proceed to LPA to incur costs. Work performed on the project prior to receipt of the Notice-to-Proceed is ineligible for Federal-aid reimbursement, and
- LPA submits invoices no more frequently than monthly. LPA is responsible for submitting for reimbursement the total actual costs expended that are eligible for Federal-aid. State, on behalf of FHWA, will review the costs submitted and determine what costs are eligible for reimbursement. State will reimburse LPA for the Federal share of the eligible actual costs. LPA shall retain detailed cost records supporting all invoices, and shall submit those records to State upon request.

The criteria contained in Part 31 of the Federal Acquisition Regulations System (48 CFR 31) will be applied to determine whether the costs incurred by LPA are allowable under this Agreement, including any Professional Services agreements.

18.4.1 LPA Project oversight costs

Project oversight costs include: direct costs, such as compensation of LPA employees for their time devoted and related directly to the performance of the project phase for which the federal-aid was approved; cost of materials consumed as part of the project; and indirect costs, with an approved Indirect Cost Allocation Plan as outlined in the LPA Guidelines Manual for Federal Aid Projects. If LPA wishes to be reimbursed for these costs, State will request an initial Federal funding obligation of \$5,000 for this purpose, so that LPA may commence work immediately following receipt of a notice to proceed from State prior to performing any work which would result in exceeding the initial \$5,000 Federal funding authorization.

If additional reimbursement is desired by LPA, LPA must submit a detailed cost estimate for approval by State. If approved, State will request an adjustment to the Federal funding obligation.

18.4.2 LPA provided professional services

Professional services provided by LPA, such as preliminary engineering and construction engineering, require execution of a Professional Services Agreement to identify the services to be provided by LPA and associated costs.

Any Professional Services performed prior to Federal authorization and receipt of a Notice to Proceed will not be eligible for Federal-aid.

18.4.2 Non-betterment Utility Relocation Costs

Certain utility relocation costs incurred by LPA may be eligible for reimbursement from Federal-aid funds. Reimbursement of these costs require LPA to execute a Utility Agreement with the applicable utility using State's template agreement, which shall identify the services to be provided by the utility and associated costs. **Any utility work performed prior to Federal authorization and receipt of a Notice to Proceed will not be eligible for Federal-aid.**

18.4.3 Right-of-Way

Certain right-of-way costs incurred by LPA may be eligible for reimbursement from Federal-aid funds. Eligible ROW expenses include, but are not limited to, appraisal fees, title research fees, ROW Consultant fees, tract acquisition costs, reasonable relocation assistance costs, condemnation awards and Board of Appraisers' fees. Additional expenses for condemnation proceedings or District Court Trials may be reimbursed to LPA on a case-by-case basis.

If LPA uses ROW service providers, LPA shall execute an agreement using State's template agreement, which shall include a detailed scope of services and associated costs. **Any right-of-way costs incurred prior to Federal authorization and receipt of a Notice to Proceed will not be eligible for Federal-aid.**

18.4.4 Railroad

Certain railroad costs incurred by LPA may be eligible for reimbursement from Federal-aid funds. Reimbursement of these costs require LPA to execute a Railroad Agreement with the applicable railroad using State's template agreement, which shall identify the services to be provided by the railroad and associated costs. **Any railroad work performed prior to Federal authorization and receipt of a Notice to Proceed will not be eligible for Federal-aid.**

18.5 Payment of Consultant Professional Services by State

When LPA uses consultant professional services for this project, the costs of these services may be eligible for payment from Federal-aid funds. For State to pay for these professional services, LPA must execute an agreement with the service provider using State's template agreement. Such agreement shall include a detailed scope of services and fee proposal. State shall pay the consultant directly, with Federal and local funds, for any eligible costs. Any non-participating costs, or costs determined to be ineligible, shall be the sole responsibility of LPA and LPA shall reimburse State for any such costs paid to the Consultant. **Any professional services performed prior to Federal authorization and receipt of a Notice to Proceed will not be eligible for Federal-aid.**

18.6 Payment of Construction Costs by State

All project contractor construction costs will be paid directly to the contractor by State, on behalf of LPA. Progress invoices and final invoices shall be prepared by the RC or Consultant using **Trans*Port SiteManager Software**. All progress estimates and final estimates must be approved by the RC prior to submittal to State Representative for funding approval and processing of payments.

18.7 State Incurred Costs

The expense incurred by State employees to perform tasks related to the development and construction of this project may be part of the cost of the project. LPA shall be responsible for such costs as charged by State employees; however, these costs are eligible for Federal-aid participation up to the maximum amounts outlined below. The maximum amount for which Federal Funds will participate in State incurred costs are:

1. PE Phase (including ROW Design activities)

Upon execution of this Agreement, State may obligate up to a maximum of \$10,000, allocated in accordance with the table above, for State incurred PE Phase services.

2. Construction Phase

State will request an obligation of Federal Funds equal to 1% of the estimated construction costs or \$5,000, whichever is greater, allocated in accordance with the table above, for Construction Phase services. State will request an additional obligation of Federal Funds of \$2,500 for internal audit costs incurred by State.

LPA shall be solely responsible for any State incurred costs 1) exceeding the Federal share of the obligated funds, 2) not eligible for reimbursement for any reason, or 3) for which an obligation is not obtained.

18.8 LPA Project Budget and Invoicing by State

18.8.1 LPA will earmark and place in its fiscal budget an amount sufficient to fund LPA's project commitments as shown in subsection A. above.

18.8.2 At times determined by State, and after execution of this Agreement, State will invoice LPA for some or LPA's entire share of State incurred preliminary engineering project costs. After execution of a professional consultant services agreement for this project, State will invoice LPA their share of the total agreement amount.

18.8.3 Upon award of the construction contract, State will invoice LPA their share of the construction contract plus contingencies and construction engineering (includes \$2,500 audit costs), and any unbilled preliminary engineering expenses, unless other arrangement have been agreed upon by the Parties. LPA shall pay State within 30 calendar days of receipt of invoice from State.

18.9 Audit and Final Cost Settlement

18.9.1 Final reimbursement requests must be made within 60 days after LPA has filed a completed State DR Form 299 with State. Any invoices submitted after the 60 calendar days will be ineligible for reimbursement.

18.9.2 The final settlement between State and LPA will be made after final funding review and approval by State and after an audit, if deemed necessary, has been performed to determine eligible actual costs. Refer to the SECTION 16.

PROJECT COMPLETION, ACCEPTANCE, AUDIT, AND FINAL SETTLEMENT of this Agreement for additional information.

18.10 Project Withdrawal

If LPA withdraws the project for any reason, LPA shall (a) repay State all Federal-aid funds that have been expended for the project and (b) pay State for all of State's costs associated with the project that have not been reimbursed.

SECTION 19. SUSPENSION OR TERMINATION

19.1 Suspension.

State, in its sole discretion, reserves the right to suspend LPA's project when State determines that there are issues related to responsiveness, quality, project monitoring, eligibility or compliance with the terms of this Agreement that must be corrected by

LPA. Suspension of the project may include, but is not limited to, State declaring LPA's continued work on the project ineligible for reimbursement and State discontinuing assistance with and review of LPA's work on the project. State shall provide LPA with notice of the suspension including (1) a description of the reason(s) for the suspension, (2) a timeframe for LPA to correct the deficiencies, and (3) a description of the actions that must be taken for State to revoke the suspension.

A suspension may also be imposed by State for any of the reasons listed in the Termination subsection below.

Failure to correct the deficiencies identified in a suspension will be grounds for the loss of eligibility for federal funding for the project and for termination of this Agreement.

19.2 Termination.

This Agreement may be terminated as follows:

- a. State and LPA, by mutual written agreement, may terminate the Agreement at any time for any reason.
- b. State may terminate this Agreement for the following reasons:
 1. A decrease or shift in available federal-aid funding that will, in the sole discretion of State, make it unlikely or impossible for this project to be prioritized to receive federal-aid funding.
 2. When LPA's project has not been properly advanced as evidenced by the occurrence of any of the following events:
 - a) LPA has not sought reimbursement from State for any RC or other eligible project costs for a period of one year.
 - b) LPA has not advanced the project to Right-of-Way acquisition or construction within the time periods set out in 23 USC Section 102(b) and 23 CFR Part 630.112(c)(2) (10 years), and 23 USC Section 108 (a)(2) and 23 CFR Part 630.112(c)(2) (20 years). (See also the FHWA Federal-Aid Policy Order number 5020.1, dated April 26, 2011.)
 - c) LPA's designated RC has not met all RC qualification requirements for the project by the time specified by State.
 - d) LPA has failed to replace the RC with an RC approved by State within 30 days during the design stage or 10 days during the project letting or construction stages, from when the RC leaves, or is removed from the project for any reason.
 - e) LPA either (1) informs State that it is unwilling to use condemnation to acquire any of the property interests needed to construct the project, or (2) does not move promptly to acquire the needed property rights.
 - f) LPA has failed to take any action deemed necessary by State for the project to be ready for the targeted letting date within the year specified in the STIP.
 - g) LPA has not included the project or project phases within LPA's one or six year plans or, when applicable, within LPA's Transportation Improvement Program (TIP), in the correct fiscal year.

3. LPA's failure to meet the requirements for Federal-aid local projects found in federal, state, or local law or policy, or the requirements of the LPA Guidelines Manual.
 4. A notice or declaration of FHWA or State that any part of the project is or has become ineligible for federal funding.
 5. LPA's failure to sign any State requested project documents in a timely manner.
 6. LPA's failure to pay in full the local share specified in any agreement within 30 days after receipt of an invoice from State.
 7. LPA's breach of a provision of this Agreement.
 8. LPA's failure to cause the project to be constructed according to the approved project plans and specifications.
- c. LPA may terminate the Agreement upon sixty (60) days written notice of termination to State, subject to LPA meeting the conditions of paragraph 5 below.
 - d. Prior to State terminating this Agreement, State shall provide written notice to LPA of the basis for termination and, when determined applicable by State, provide LPA sixty (60) days to properly resolve all issues identified by State.
 - e. Whenever the project is terminated for any reason, LPA shall (a) repay State all Federal-aid funds that have been expended for the project and (b) pay State for all of State's costs associated with the project that have not been reimbursed under e.(a). Further, LPA will thereafter be solely responsible for all costs associated with LPA's project.

SECTION 20. FEDERAL AUDIT REQUIREMENT

- 20.1 The funding for the project under this Agreement includes federal monies from the FHWA. According to the Single Audit Act Amendments of 1996 and the implementing regulations contained in 2 CFR, Subtitle A, Chapter 2, Part 200, Subpart F (hereinafter Part 200), the Part 200 Audit is required if the non-federal entity expends \$750,000 or more in total federal awards in a fiscal year. Non-federal entity means state and local governments and non-profit organizations.
- 20.2 LPA shall comply with this Single Audit mandate as described in Section 20.1. Any federal funds for LPA projects paid directly to contractors and consultants by State, on behalf of LPA, will be reported on State's schedule of expenditures of federal awards (SEFA) and need not be reported by LPA (as per FHWA's February 16, 2012 letter and State's February 24, 2012 letter). If a Part 200 audit is necessary, the expenditures related to the federal funds expended under this project should be shown in the report's Schedule of Expenditures of the Federal Awards (SEFA).
- 20.3 If necessary, the Federal award information needed for the SEFA includes:
 - Federal Grantor:** U.S. Department of Transportation – Federal Highway Administration
 - Pass-Through Grantor:** Nebraska Department of Transportation
 - Program Title:** Highway Planning and Construction (Federal-Aid Highway Program)
 - CFDA Number:** 20.205
 - Project Number:** MAPA-5002(3)

20.4 If a Part 200 Audit is submitted by LPA, LPA shall notify the Nebraska Department of Roads, Highway Audits Manager, at P.O. Box 94759, Lincoln, NE 68509-4759 when the audit reporting package and the data collection form have been submitted to the Federal Audit Clearinghouse (FAC) website.

SECTION 21. COMMITMENT TO CONTINUED USE OF TRANSPORTATION FACILITY

LPA has requested Federal-aid funds for this project based on a specific need for the construction or improvement of a street, road, highway, bridge, trail, or other transportation facility. If the project is constructed, LPA commits to use the project facility to meet the specific need that was the basis for the expenditure of Federal-aid funds. LPA shall submit to State, for review and approval, any proposed changes to LPA routes which affect the function or operation of the project facility either during construction or after the project is completed.

SECTION 22. INDEMNITY

LPA agrees to hold harmless, indemnify, and defend State and FHWA against all liability, loss, damage, or expense, including reasonable attorney's fees and expert fees, that State and/or FHWA may suffer as a result of claims, demands, costs, or judgments arising out of LPA's project and the terms of this Agreement.

SECTION 23. TRAFFIC CONTROL

LPA shall be responsible for the development, installation, and monitoring of the traffic control plan for the project, and for project related detours, before, during and after construction. Traffic control must conform to the current adopted Manual on Uniform Traffic Control Devices. LPA's RC shall monitor the construction work zone to confirm that the traffic control devices remain in conformance with the traffic control plan. LPA shall certify that all permanent traffic control devices on the completed project have been properly installed. LPA

SECTION 24. CONFLICT OF INTEREST LAWS

LPA shall review the Conflict of Interest provisions of 23 CFR 1.33 and 49 CFR 18.36(b)(3) and agrees to comply with all the Conflict of Interest provisions in order for the project to remain fully eligible for State or Federal funding. LPA should review, understand and follow the instructions provided in the **NDOR CONFLICT OF INTEREST GUIDANCE DOCUMENT FOR LPA OFFICIALS, EMPLOYEES & AGENTS FOR LOCAL FEDERAL-AID TRANSPORTATION PROJECTS** located on State website at the following location:
<https://dot.nebraska.gov/media/7349/coi-guidance-doc-lpa.pdf>

LPA must also complete and sign the **NDOR CONFLICT OF INTEREST DISCLOSURE FORM FOR LPAS FOR LOCAL FEDERAL-AID TRANSPORTATION PROJECTS**, for each project. This form is located on State website at the following location:
<https://dot.nebraska.gov/media/7349/coi-guidance-doc-lpa.pdf>

Consultants and subconsultants providing services for LPA's, or submitting proposals for services, shall submit a Conflict of Interest Disclosure Form for Consultants. Consultants and subconsultants shall submit a revised form for any changes in circumstances, or discovery of any additional facts that could result in someone employed by, or who has an ownership, personal, or other interest with Consultant or subconsultant having a real or potential conflict of interest on an LPA federal-aid transportation project.

SECTION 25. DRUG FREE WORKPLACE

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

SECTION 26. RECORDS RESPONSIBILITY

LPA shall keep a project file for this project and keep and maintain all correspondence, files, books, documents, papers, field notes, quantity tickets, accounting records and other evidence related to costs incurred. LPA shall make such material available at its office at all reasonable times during the contract period and for at least three years from the date of final cost settlement under this Agreement; such records must be available for inspection by State and the FHWA or any authorized representatives of the Federal government, and LPA shall furnish copies to those mentioned in this section when requested to do so.

SECTION 27. FAIR EMPLOYMENT PRACTICES

If LPA performs any part of the work on this project, LPA shall abide by the provisions of the Nebraska Fair Employment Practices Act as provided by Neb. Rev. Stat. §§ 48-1101 to 48-1126, and all regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27 as set forth in the SECTION 31. TITLE VI NONDISCRIMINATION CLAUSES of this Agreement. The reference to "Contractor" in this section also means the "LPA".

SECTION 28. DISABILITIES ACT

LPA agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-366), as implemented by 28 CFR 35, which is hereby made a part of and included in this Agreement by reference.

SECTION 29. LAWFUL PRESENCE IN USA AND WORK ELIGIBILITY STATUS PROVISIONS

LPA agrees to comply with the requirements of Neb. Rev. Stat. §§ 4-108 to 4-114 with its Federal-aid project, including, but not limited to, the requirements of § 4-114(2) to place in any contract it enters into with a public contractor a provision requiring the public contractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within State of Nebraska.

SECTION 30. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

30.1 Policy

LPA shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal Funds under this Agreement.

30.2 Disadvantaged Business Enterprises (DBEs) Obligation

LPA and State shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal Funds provided under this Agreement. In this regard, LPA shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. LPA shall not

discriminate on the basis of race, color, sex, age, disability, or national origin in the award and performance of FHWA assisted contracts.

LPA, acting as a sub-recipient of Federal-aid funds on this project shall adopt the disadvantaged business enterprise program of State for the Federal-aid contracts LPA enters into on this project.

Failure of LPA to carry out the requirements set forth above shall constitute breach of contract and, after the notification of the FHWA, may result in termination of the agreement or contract by State or such remedy as State deems appropriate.

SECTION 31. TITLE VI NONDISCRIMINATION CLAUSES

During LPA's performance of work under this Agreement, LPA, for itself, its assignees and successors in interest agrees as follows:

- 31.1 Compliance with Regulations: LPA shall comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- 31.2 Nondiscrimination: LPA, with regard to the work performed by it after award and prior to completion of the contract work, shall not discriminate on the basis of disability, race, color, sex, age, disability, religion or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. LPA shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A," "B," and "C" of Part 21 of the Regulations.
- 31.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by LPA for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by LPA of LPA's obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of disability, race, color, sex, religion or national origin.
- 31.4 Information and Reports: LPA shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by State or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, LPA shall so certify to State, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- 31.5 Sanctions for Noncompliance: In the event of LPA's noncompliance with the nondiscrimination provisions of this Agreement, State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including but not limited to,
- (a) Withholding of payments to LPA under this Agreement until LPA complies, and/or
 - (b) Cancellation, termination or suspension of this Agreement, in whole or in part.

31.6 Incorporation of Provisions: LPA shall include the provisions of Sections 31.1 through 31.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. LPA shall take such action with respect to any subcontract or procurement as State or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, LPA may request State enter into such litigation to protect the interests of State, and in addition, LPA may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 32. ENTIRE AGREEMENT

This Agreement embodies 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.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement pursuant to lawful authority as of the date signed by each party.

EXECUTED by LPA this ____ day of _____, 2018.

WITNESS:

METROPOLITAN AREA PLANNING AGENCY
Greg Youell

LPA Clerk

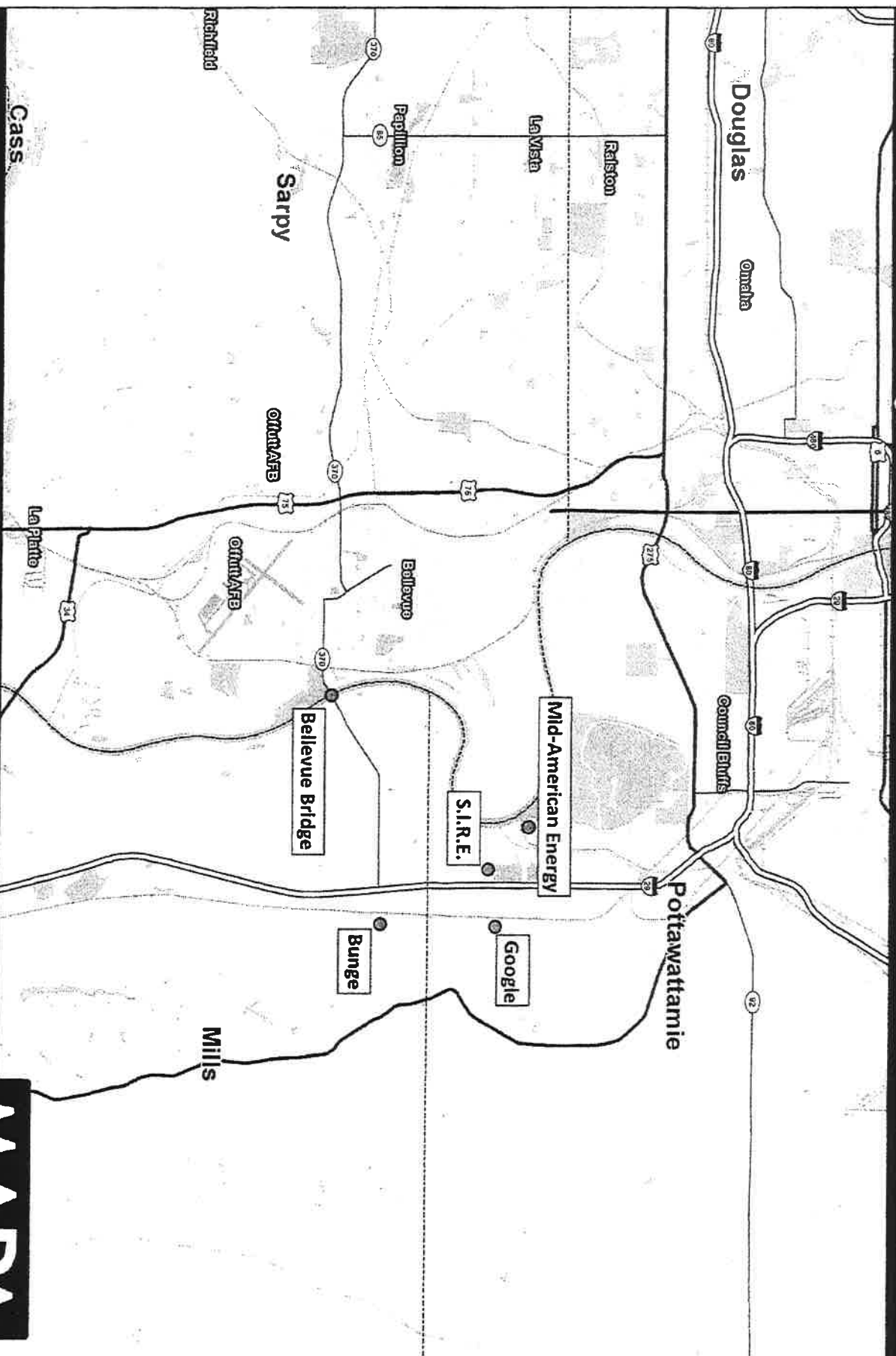
Director

EXECUTED by State this ____ day of _____, 2018.

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION
Mick Syslo, P.E.

Materials & Research Engineer

Bellevue Bridge and Surrounding Area



MAPA

RESOLUTION
SIGNING OF THE PROJECT PROGRAM AGREEMENT

METROPOLITAN AREA PLANNING AGENCY

Resolution No. _____

Whereas: Metropolitan Area Planning Agency is proposing a transportation project for which it would like to obtain Federal funds;

Whereas: Metropolitan Area Planning Agency understands that it must strictly follow all Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of the Federal-aid project; and

Whereas: Metropolitan Area Planning Agency and Nebraska Department of Transportation (NDOT) wish to enter into a new Project Program Agreement setting out the various duties and funding responsibilities for the Federal-aid project.

Be It Resolved: by the Board of the Metropolitan Planning Agency that:

Greg Youell, Director of the Metropolitan Area Planning Agency, is hereby authorized to sign the attached Project Program Agreement between the Metropolitan Area Planning Agency and the NDOT.

Metropolitan Area Planning Agency is committed to providing local funds for the project as required by the Project Program Agreement.

NDOR Project Number: MAPA-5002(3)

NDOR Control Number: 22755

NDOR Project Name: Bellevue Bridge Study

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

The Board of the Metropolitan Area Planning Agency

_____	_____
_____	_____
_____	_____

Board/Council Member _____
Moved the adoption of said resolution
Member _____ Seconded the Motion
Roll Call: _____ Yes _____ No _____ Abstained _____ Absent
Resolution adopted, signed and billed as adopted

Attest:

Signature

Agreement No.	BK1831	
NTP Date		
Agreement Amount	CPFF	\$149,999.94

PROFESSIONAL SERVICES AGREEMENT
LPA PROJECTS
PRELIMINARY ENGINEERING SERVICES

METROPOLITAN AREA PLANNING AGENCY
FELSBURG HOLT & ULLEVIG
PROJECT NO. MAPA-5002(3)
CONTROL NO. 22755
BELLEVUE BRIDGE STUDY

THIS AGREEMENT is between the Metropolitan Area Planning Agency ("LPA") and Felsburg Holt & Ullevig ("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's federal-aid project is designated as Project No. MAPA-5002(2), and

WHEREAS, LPA used a qualification based selection process to select Consultant to provide Preliminary 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 under this agreement 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, 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

PROFESSIONAL SERVICES AGREEMENT

meaning:

“**LPA**” for this Agreement LPA means Metropolitan Area Planning Agency 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 Felsburg Holt & Ullevig and any employees thereof, whose business and mailing address is 11422 Miracle Hills Drive Suite 115, Omaha, Nebraska 68154.

“**SUBCONSULTANT/SUBCONTRACTOR**” means the firm of RDG Planning & Design and any employees thereof, whose business and mailing address is 900 Farnam, Suite 100, Omaha, Nebraska, 68102.

“**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. NOTICE TO PROCEED AND COMPLETION SCHEDULE

- 4.1 LPA, or State on behalf of LPA, will issue Consultant a written Notice-to-Proceed upon 1) full execution of this Agreement, 2) LPA’s determination, or State’s determination on LPA’s behalf, that federal funding approval has been obtained for the project and 3) State’s concurrence that the form of this Agreement is acceptable for federal funding eligibility. Any work or services performed by Consultant on the project prior to the date specified in the written Notice-to-Proceed will not be eligible for reimbursement.
- 4.2 In the event that prior to the Effective Date of this Agreement, LPA or State, on LPA’s behalf, issue Consultant a Notice-to-Proceed and Consultant began work, State, on LPA’s behalf, will pay for such work in accordance with this Agreement and the Parties are bound by this Agreement as if the work had been completed after the Effective Date of the Agreement.
- 4.3 Consultant shall complete the Services according to the schedule in attached Exhibit “A” and shall complete all Services required under this Agreement in a satisfactory manner by March 25, 2019. Costs incurred by Consultant after the completion date, are not

eligible for reimbursement unless Consultant has received a written extension of time from LPA or State, on LPA's behalf. Extensions of the time to complete the services must not be construed as an extension to the duration of the agreement.

- 4.4 The completion date will not be extended because of any avoidable delay attributed to Consultant, but delays not attributable to Consultant, such as delays attributable to LPA or State, may, upon request, constitute a basis for an extension of time.

SECTION 5. DURATION OF THE AGREEMENT (Matches Construction Project Lifespan)

- 5.1 Effective Date – This Agreement is effective when executed by the Parties.
- 5.2 Expiration Date – This Agreement expires when State has (a) completed the project final audit and cost settlement or (b) waived the requirement of a financial audit.
- 5.3 Duration of the Agreement – The Agreement duration is from the Effective Date to the Expiration Date. The Agreement duration is “specified” under Neb. Rev. Stat. § 73-506 to the period of time necessary for a Consultant to complete this particular project “Bellevue Bridge Study”. The time it will take Consultant to complete the work is uncertain by its nature depending on many factors including the scope and complexity of the proposed project work and the availability of funding. It is in the LPA's, or State's, and Consultant's best interest to keep this Agreement in effect for the completion of all project work.
- 5.4 Identifying Date – This Agreement may be identified by the date LPA signed the agreement.
- 5.5 Termination or Suspension – LPA, or State on LPA's behalf, reserves the right to terminate or suspend this Agreement at any time for any of the reasons provided herein.

SECTION 6. SCOPE OF SERVICES

- 6.1 LPA and Consultant understand that the Services provided by Consultant must be completed in accordance with all federal-aid reimbursement requirements and conditions. Consultant shall provide bridge study for project <project number>. The Scope of Services (“Services”) is outlined in Exhibit “A”, attached and incorporated herein by this reference.
- 6.2 Exhibit “A” is the result of the following process:
- Consultant was provided with a document describing the detailed proposed Scope of Services for this project
 - Consultant made necessary and appropriate proposed additions, deletions, and revisions to the detailed Scope of Services document
 - 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, as shown in Exhibit “A”.
- 6.3 LPA, or State on LPA's behalf, 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 agreement. The addition or subtraction will become effective seven days after mailing written notice of such addition or subtraction.
- 6.4 Any change in the Services will follow the process specified in the *Out of Scope Services and Consultant Work Orders* section in Exhibit “B”, attached and incorporated herein by this reference.

SECTION 7. STAFFING PLAN (PE)

- 7.1 Consultant has provided LPA and State with Staffing Plan(s), described in Exhibit “A”, attached and incorporated herein by this reference. 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 or Subconsultant 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:
- a. Consultant must complete the United States Citizenship Attestation form and attach it to this Agreement. This form is available on the Department of Transportation’s website at <http://dot.nebraska.gov/media/2802/ndot289.pdf>.

- b. If Consultant indicates on such Attestation form that he or she is a qualified alien, Consultant agrees to provide the US Citizenship and Immigration Services documentation required to verify Consultant lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
- c. Consultant understands and agrees that lawful presence in the United States is required and Consultant may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb.Rev.Stat. §4-108.

SECTION 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".
- 10.3 For performance of the services as described in this Agreement, Consultant will be paid a **fixed-fee-for-profit** of \$8,690.45 and up to a maximum amount of \$141,309.49 for actual costs in accordance with Exhibit "B". The total agreement amount is \$149,999.94.

SECTION 11. CONSULTANT'S PERFORMANCE (LPA PE)

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 LPA's behalf, 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 LPA's behalf, 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 LPA's behalf, 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 LPA's behalf, may conduct a Consultant Performance Evaluation based on the applicable foregoing performance categories. If LPA, or State on LPA's behalf, chooses to conduct a Consultant Performance Evaluation, LPA, or State on LPA's behalf, 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 (PE 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

PROFESSIONAL SERVICES AGREEMENT

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)

PROFESSIONAL SERVICES AGREEMENT

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.

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 the LPA, State and the United States enter into such litigation to protect the interests of the LPA, State and 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 costs-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 a.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 Agreement, 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.

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

Felsburg Holt & Ullevig
Kyle A. Anderson

STATE OF NEBRASKA)
DOUGLAS COUNTY)ss.

Notary Public

METROPOLITAN AREA PLANNING AGENCY
Greg Youell

Clerk

EXHIBIT "A"**FHU SCOPE OF SERVICES****BELLEVUE BRIDGE STUDY****PROJECT DESCRIPTION**

The Metropolitan Area Planning Agency (MAPA), in conjunction with the Bellevue Bridge Commission, has commissioned a study to examine the potential of the Bellevue Bridge, officially called the Grand Army of the Republic Bridge. The Bellevue Bridge was formerly Highway 370 and spans the Missouri River to connect Old Towne Bellevue with Mills County Iowa, including access to Interstate 29. Since the completion of the Highway 34 Missouri River Bridge in 2014, the Bellevue Bridge has seen a decrease in traffic of about 50 percent.

The purpose of this study will be to determine whether future conditions in the area warrant replacement of the bridge, alternatives for reconstruction, and the impacts of closing the bridge.

The Bellevue Bridge is owned and operated by the Bellevue Bridge Commission. The Commission has sufficient funding to maintain the bridge for the foreseeable future. Replacement of the bridge will eventually become necessary and preliminary plans for a new bridge on the north side of the current structure have been designed. However, there is no current plan for the significant expense that would be required to reconstruct the bridge. This study will guide the Commission and adjacent communities to form the long-term plans for the bridge's future.

As part of the analysis, consideration will be given to the Bellevue Bridge's importance as a farm to-market route, bicycle connection, a nuclear escape route (related to OPPD's Ft. Calhoun plant), access route for Old Towne Bellevue, and a connection to Offutt Air Force Base. Stakeholder and public input is essential to weighing these factors and is a priority of this project.

The study area includes Bellevue Bridge, all Missouri River crossings within a ten-mile radius of Bellevue Bridge, and major roadways connecting to Bellevue Bridge.

A total of six (6) bridge alternatives will be evaluated. The alternatives will include:

1. Preservation & Maintenance of Existing Facility
2. Bridge Closure (demolition)
3. New Bridge Construction (including one alternative alignment)
4. Bridge Conversion to a Recreational Trail Facility (both lanes)
5. Bridge Preservation / Load or Time Restriction (one lane for vehicles, one lane to Trail facility)
6. One (1) Additional Alternative as Developed through Stakeholder Engagement

SCOPE OF SERVICES

Work will be conducted on this project as part of the following tasks:

- **Task 1** – Project Management and Administration
- **Task 2** – Stakeholder Outreach and Input
- **Task 3** – Data Gathering and Research
- **Task 4** – Analysis of Alternatives
- **Task 5** – Final Report

Task 1: Project Management and Administration

1.1 Detailed Workplan

FHU/RDG will provide a detailed work plan that outlines key steps, processes, and milestones necessary to complete the agreed-upon scope of work. The plan will include a detailed schedule for each task and corresponding deliverables, as well as details on data maintenance and file management.

1.1.1 Stop Milestones

The nine-month project will be broken into three three-month time periods, and stop milestones will be established at the 1/3 and 2/3 points. This will allow FHU/RDG and the steering committee to jointly assess the direction of the project and findings at each stop milestone. If desired, minor modifications to the project goals or desired outcomes can be made at the stop milestone points.

1.1.2 Methods & Assumptions Document

FHU/RDG will facilitate a discussion during the project kickoff meeting to determine the assumptions to be used during the study. Resulting from that meeting, FHU/RDG will develop a Methods & Assumptions document. The effort associated with this task includes compiling information and evaluation of current standards, meeting preparation, attendance and distribution of the Methods & Assumptions document for review, comment and approval.

1.2 Reporting and Administration

FHU/RDG shall submit monthly progress reports to the MAPA project manager. The progress reports will conform to the required reporting schedule identified in the programmatic agreed upon between the grantor and MAPA. FHU/RDG shall also take necessary steps to follow regulations and guidelines applicable to various funding sources.

Task 2: Stakeholder Outreach and Input

2.1 Project Information content generation

FHU/RDG will periodically generate project status reports to MAPA staff, including (but not limited to) graphic/pictorial content, written content or videos. These informational pieces will provide stakeholders, staff and the public a report on progress and findings of the process as it is undergone.

2.2 Bridge Commission

FHU/RDG will meet with the Bellevue Bridge Commission throughout the study to deliver project presentations and keep the Commission updated. Two (2) meetings with the Commission are anticipated.

2.3 Steering Committee

MAPA has developed a project steering committee consisting of key stakeholders for this study. FHU/RDG will present to and interact with the steering committee monthly. Bi-monthly meeting topics will include project updates, budget, direction of study, and project goals.

2.4 Community Engagement Plan

2.4.1 Kickoff and Community Roundtable

Once notice to proceed has been received, FHU/RDG will attend a kickoff meeting with the client and steering committee. In tandem with the kickoff meeting, our team will host a community roundtable discussion, inviting the public to participate in identifying goals, issues, and aspirations with their peers. The workshop will be organized to achieve desired outcomes and will provide engaging and interactive design activities created to maximize conversation and the exchange of ideas.

2.4.2 Focus Group Interviews

FHU/RDG will attend up to 2 days of focus group interviews. FHU/RDG will set up focus group interviews with key stakeholders selected during the project kickoff meeting. FHU/RDG will send invites to selected stakeholders and select the location.

2.4.3 Open Houses

FHU/RDG will attend two open house meetings. FHU/RDG will select location and set up open house meetings including sending out invitations. The first open house is related to the community roundtable and the second open house is related to the design charrette.

2.4.4 Social Media and Survey Monkey

FHU/RDG will schedule and create copy for any existing social media platforms. FHU/RDG will develop a questionnaire to understand community perspectives based on input from MAPA and the Bellevue Bridge Commission.

2.4.5 Establish Project Stakeholders Group

FHU/RDG will work with MAPA and the Bellevue Bridge Commission to identify key stakeholders to assemble a project stakeholders group. Stakeholders related to the Bellevue Bridge are expected to include major nearby employers, industries, utilities, elected officials, business organizations, community leaders, and resource agencies (US-Army Corps of Engineers, etc.). The project stakeholders group will be engaged throughout the study and will be called upon for input to help guide the direction of the study. Project stakeholders group meeting times and locations will be established as part of this task.

Task 3: Data Gathering and Analysis

3.1 Inventory of Existing Conditions

FHU/RDG will inventory current conditions in the study area. Existing data, such as traffic data collected by the Bellevue Bridge Commission, will be made available by MAPA to the consultant. This analysis will include:

- Traffic conditions for the Bellevue Bridge and other nearby crossings of the Missouri River
- Bridge condition
- Existing land use
- Employment and commuting patterns
- Commodity flows
- Tolling revenue
- Recent preservation and maintenance activities and expenses
- Bridge inspection reports
- Economic Impact

3.1.1 Traffic Study

FHU/RDG will conduct a traffic analysis for the study area including a detailed intersection analysis and a high-level planning capacity analysis for both the existing conditions and for the future year 2040 traffic conditions. This study will need to consider the future land uses in the study area and the impacts of the proposed alternatives to the Bellevue Bridge. MAPA will provide Year 2040 traffic projections which will be used for the opening year and future year traffic analysis.

Historic count data from several sources including the Bellevue Bridge Commission, City of Bellevue, NDOT, IowaDOT and MAPA will be requested for this project. To supplement historic counts, 24-hour counts and 4-hour peak period counts will be conducted at key locations on both the Nebraska and Iowa sides of the Bellevue Bridge. This information will be used to compare with model output and historic count information, and will help identify peak hour traffic flows.

FHU/RDG will complete 24-hour turning movement counts at the following intersections:

- E. Mission Avenue with S. 15th Street/Payne Drive just west of the Bellevue Bridge
- Mills County Highway H10/Bunge Avenue with the I-29 Frontage Road

FHU/RDG will complete 4-hour peak period turning movement counts at the following intersections:

- Harlan Drive with Galvin Road
- E. Mission Avenue with Lincoln Road
- E. Mission Avenue with Franklin Street (Harvell Drive connection)
- E. Mission Avenue with Hancock Street (Harlan Lewis Road connection)
- Harlan Lewis Road with US 34
- County Highway H10/Bunge Avenue with I-29 Southbound Ramps
- County Highway H10/Bunge Avenue with I-29 Northbound Ramps

Existing and future traffic operations will be evaluated at the study area intersections for two alternatives; Bridge Closure (demolition) and New Bridge Construction. Impacts to the study area intersections will be identified and any needed improvements will be recommended. MAPA shall provide future year ADT volumes all legs at the study area intersections for both these scenarios.

FHU/RDG will complete a high-level future year, planning capacity analysis for the six bridge alternatives as identified in the project description:

1. Preservation & Maintenance of Existing Facility (strawman)
2. Bridge Closure (demolition)
3. New Bridge Construction (including 1 alternative alignment)
4. Bridge Conversion to a Recreational Trail Facility (both lanes)
5. Bridge Preservation / Load or Time Restriction (1 lane for vehicles, 1 lane to Trail facility)
6. One (1) additional Alternative as Developed through Stakeholder Engagement

The planning level analysis will evaluate the cross-sections of primary roadway facilities in the 10-mile screenline area to determine if adequate capacity is provided with changes in travel patterns with each alternative. The analysis will use future year ADT volumes for the six alternatives. ADT thresholds from the MAPA long range transportation plan will be used. MAPA will complete transportation model runs and provide future year ADT data for the following roadways within the 10-mile screenline area:

- I-29 from US 34/Platteview Road to I-480
- US 75 from US 34/Platteview Road to I-80
- I-480 from I-29 to I-80
- I-80 from US 75/I-480 to I-29
- US 275/NE 92/Veterans Memorial Highway from US 75 to I-29
- US 34/Platteview Road from US 75 to I-29

The roadway cross-section (width and number of travel lanes) of the Bellevue Bridge and the adjacent Missouri River Bridge crossings will also be evaluated and will include the following structures:

- Bellevue Bridge
- I-480/US 6 Bridge
- I-80 Bridge
- US 275 Veterans Memorial Bridge
- US 34 Bridge
- Plattsmouth Bridge

A draft report will be prepared summarizing the results of this traffic study and will include graphical illustrations of the study area and analysis. FHU/RDG will identify traffic operational or roadway deficiencies in the immediate study area and will develop high-level improvement recommendations.

Assumptions:

- NDOT or IowaDOT to provide US 75/US 34 Traffic Study(s)
- NDOT to provide Nebraska Statewide Freight Plan
- IowaDOT and NDOT to provide historic ADT volumes for the study area
- MAPA to provide any available data from MTIS Study
- MAPA will complete transportation model runs as requested by FHU/RDG and will provide future year ADT volumes for the study area for the six alternatives

3.1.2 Baseline Structural Conditions Analysis

FHU/RDG will acquire current bridge inspection information as well as: existing bridge plans, maintenance history records, underwater inspections, correspondence, posting history, field testing reports and original construction documents to develop an independent assessment of the bridge overall condition. Immediate structural needs will be noted, (for example fracture critical members needing replacement or repair) and recommended actions identified. A determination of remaining useful life will be based on using the bridge in its current function (two-way toll traffic) into the future. Major and minor repairs required for this baseline level of service and project life will be identified and presented in a proposed maintenance schedule.

3.2 Screen Line Needs Analysis

Evaluation of the regional east-west vehicular movements between Nebraska and Iowa will be considered for existing and future demand. A screen line along the river including all bridge crossings between I-480/ US 6 and Plattsmouth Bridge will be developed for the existing daily vehicle demand to gain insight into vehicle flows potentially affected by a change to the Bellevue Bridge. Future traffic forecasts at the same screen line locations will be prepared using the Omaha -Council Bluffs Metropolitan Area Planning Agency regional travel demand model and forecasts prepared for the Nebraska DOT MTIS to understand future travel demand. These evaluations will consider the total vehicular flows as well as bridge specific forecasts to understand the future volumes and available capacity at crossings expected to be impacted by changes to the Bellevue Bridge.

Data from the U.S. Census LEHD Origin-Destination Employment Statistics (LODES) dataset will be generated at the Census Block level for 2015, the latest year available. LODES data is provided at the statewide level and will be generated in four datasets for Nebraska and Iowa, with an intrastate dataset for each state that enumerates the number of jobs and residences by Census Block within the state, and an interstate dataset that provides the flow of job commutes crossing state borders by Census Block for each state. An origin-destination matrix, along with heat maps depicting these flows, will be created and analyzed. Federal versus private jobs are enumerated in separate tables that can be generated if needed for the analysis. The LODES data is limited to commuter job flow trip type.

Task 4: Alternatives Analysis

4.1 Initial Screening

Using a series of potential impacts, FHU/RDG will evaluate scenarios for the future of the Bellevue Bridge. The analysis will be based on existing planning documents and MAPA's Travel Demand Model.

FHU/RDG will analyze each of the six bridge alternatives to determine a comparable list of benefits and shortcomings of each alternative, along with an estimated cost (by year) for each alternative. Costs will include planning level estimates for ROW easements, engineering services, construction costs, and other costs associated with each improvement of each scenario. Using a planning decision matrix, the improvement scenarios will be screened for fatal flaws to determine which scenarios are feasible to be included within a preliminary list of solutions. This matrix will be presented to the steering committee to determine which conceptual alternatives are to advance to the refinement stage. There will be at least three alternatives advanced to the refinement stage.

Completion of the baseline structural analysis and environmental desktop reviews prior to the development of the improvement scenarios will allow the project team to incorporate potential impacts to environmental resources as a part of the decision matrix.

Impacts to consider will include, but are not limited to:

- Travel time
- Bicycle and pedestrian connectivity
- Environmental review
- Future land use
- Emergency services
- Economic development impacts

Bridge Alternatives

A total of six (6) bridge alternatives will be evaluated. The alternatives will include:

1. Preservation & Maintenance of Existing Facility
2. Bridge Closure (demolition)
3. New Bridge Construction (including 1 alternative alignment)
4. Bridge Conversion to a Recreational Trail Facility (both lanes)
5. Bridge Preservation / Load or Time Restriction (1 lane for vehicles, 1 lane to Trail facility)
6. One (1) Additional Alternative as Developed through Stakeholder Engagement

Assumptions:

- 1.) Preservation of the bridge will provide for increased future traffic under the same use as today. This assumes no change to the bridge current function and will terminate with bridge demolition at an optimal future point in time determined in the baseline conditions analysis.
- 2.) Bridge demolition will be considered at some optimal point in the bridge useful life. Determination of this point is a function of traffic demand and construction of a replacement structure or closure and demolition where a replacement structure is deemed not necessary.
- 3.) The need for a new bridge will be evaluated for its contribution to area economic development, local and regional traffic demand, safety, river traffic, area recreation, sustainability.
- 4.) Bridge conversion of both lanes to recreational traffic only will be evaluated for the associated loading and suspected additional life due to the less frequent, lighter pedestrian and bicycle traffic. Bridge retrofit with appropriate guardrails and fencing along with associated installation and maintenance costs will be included in this analysis.
- 5.) Bridge conversion to one lane signalized vehicular traffic and one lane recreational traffic will be evaluated for the associated loading and suspected additional life due to the single lane of vehicular traffic in combination with recreational traffic. Bridge retrofit with appropriate

guardrails and fencing along with associated installation and maintenance costs will be included in this analysis. In addition, an automated toll system and signal will be evaluated for viability.

- 6.) One additional alternative future use (as defined in the public engagement process) will be analyzed for viability. Examples may include adding overlook platforms to the bridge to cantilevering a continuous walkway along the length of the bridge.

4.2 Refinements to Bridge Alternatives

Once three recommended bridge options are identified they will be weighed according to their: cost, ability to meet traffic and use demands, impacts to area commerce, impacts to area recreational facilities, structural viability, permitting needs, environmental impacts, land use, and ROW requirements.

Each alternative advancing from Task 3.3.1 will be refined to address the following information:

- Conceptual structure types, length(s) & width(s) for scenarios that include replacement/widening bridge projects.
- Estimated structure touchdown points for scenarios that include replacement bridge projects.
- General location of bridge piers relative to road, river, trail and utility crossings for scenarios that include replacement / widening bridge projects.
- General vertical and horizontal alignment and typical section of the mainline highway and all streets and trails affected by improvement scenarios.
- Lane requirements on the mainline highway (including the structure) and all intersecting streets necessary to maintain the minimum corridor traffic level of service for each bridge location corridor per its functional classification.
- Right of Way limits
- Local street connection modifications that may be needed as a result of implementing the option.
- Impacts to recreational facilities, including the trail systems and watercraft access and crossings.
- Pedestrian and bicycle facilities along the highway (including the structure) and other connecting streets and the connection to any trail systems.
- Impacts to the river flood plain and floodway, including navigational clearances where applicable.

4.3 Innovation Workshop

FHU/RDG will hold a half-day innovation workshop before the first stop milestone (1/3 point) with selected members of the project stakeholder group and agencies. During the innovation workshop, the project team will identify infrastructural, ITS, operational, and financial issues and solutions to promote the long-term viability of a Missouri River Crossing in Bellevue.

Upon completion of the workshop, we will create a matrix to identify innovative solutions to determine if any are viable for implementation in the short-term or long-term. Considerations will include: technology hurdles, generalized (planning level) measures of effectiveness, traffic efficiency, relative costs, funding sources, environmental impacts, and right-of-way impacts. Potential ITS solutions will be consistent with the national and local ITS architecture.

4.4 Bicycle Pedestrian Analysis

FHU/RDG will create an analysis diagram that will portray the pedestrian and bicycle connectivity of an area defined during the study with the steering committee. Bicycle/pedestrian connectivity concepts will be incorporated into each bridge alternative.

FHU/RDG will prepare an opinion of costs for bicycle and pedestrian improvements to each bridge alternative.

4.5 Environmental & Historical Resource Review

FHU/RDG shall prepare an Environmental/Historical Review for the project. The review will address existing environmental conditions in the study area and analyze impacts of six alternatives (including a maintenance only alternative, new bridge on new alignment alternative, and several existing bridge modification alternatives). Findings will be included as a chapter in the overall project report with supporting documentation, such as agency coordination, contained in the appendices.

The Environmental Review will contain a discussion of the following general topics:

- Project description, and purpose and need for the proposed action
- Discussion of alternatives considered and selection of the preferred alternative
- Discussion of social, economic, and environmental resources and impacts of the range of alternatives (affected environment and environmental consequences).
- Listing of agencies and persons consulted, and a summary of issues and concerns

- Listing of permits needs and a summary of required information necessary to obtain the permit.

The focus will be on important resources and permit requirements; issues of less importance will only briefly be discussed. Based on the extent of adverse impacts, mitigation will be identified as required. Detailed mitigation plans with specific criteria and associated monitoring activities are outside the scope of this study.

It is anticipated that the development of the Environmental Review will require the following tasks:

4.5.1 Agency Coordination

Contact various agencies and interested stakeholders, including City of Bellevue, Sarpy and Mills Counties, Nebraska and Iowa Departments of Transportation, US Army Corps of Engineers (USACE), US Fish and Wildlife Service, US Environmental Protection Agency, Nebraska and Iowa State Historic Preservation Offices, Nebraska Department of Environmental Quality, Nebraska Department of Natural Resources, Nebraska Game and Parks Commission, Iowa Department of Natural Resources, and any other applicable agencies or stakeholders (such as the Mills County Conservation Board (IA) or Papio-Missouri River Natural Resource District (NE)).

4.5.2 Data Collection and GIS Documentation

Gather information from existing resources and databases, and prepare GIS mapping for use as report figures for the Environmental Review and for presentation materials for public meetings.

4.5.3 Wetland Delineation and Habitat Investigation

A wetland delineation will be conducted of the project study area. This will include a review of existing data such as National Wetland Inventory maps, NHDS streams, NRCS soil survey data, and aerial photographs. The field investigation will follow methodology of the US Army Corps of Engineers (USACE) Wetlands Delineation Manual (1987), including investigation of hydrology, vegetation, and soils. Wetlands boundaries will be identified using GPS equipment, and a map will be developed showing the extent of wetlands and other waters of the U.S. A jurisdictional wetland report will be prepared documenting findings and will be included as an appendix to the project document. The delineation report will include photographs of the site, wetland determination data sheets, and mapping. Future permitting and mitigation requirements will be discussed.

4.5.4 Endangered Species Review

FHU/RDG will conduct an on-line CERT review for State and Federally listed threatened or endangered species that potentially could inhabit the project study area. Suitable habitat for these species, if any, will be identified at the same time as the wetland delineation. Mitigation measures will be included for any species likely to be impacted by the proposed project. Coordination letters will be sent to Nebraska and Iowa agencies requesting concurrence on findings.

4.5.5 Cultural Resources (Historic/Archeological) Review

The Bellevue Bridge was previously evaluated for eligibility for the National Register of Historic Places and was not considered eligible. As part of this environmental/historical review, FHU/RDG will summarize publicly available information on previously recorded historic sites or districts within the project study area. Results of the records search will be submitted to the Nebraska and Iowa State Historic Preservation Offices with a request for concurrence regarding the effect of the proposed project on known resources. An archeological pedestrian survey will not be conducted; a Phase I survey report will not be prepared as part of this study.

4.5.6 Other Resources

Other social, economic, and natural environmental resources will be evaluated in less detail. These are likely to include, but only as applicable, floodplains and levees; land use and zoning; prime farmland; community facilities and services; neighborhoods; recreational resources and public lands (Section 6(f) of the Land and Water Conservation Fund Act); visual and aesthetic considerations; hazardous materials; utilities; construction impacts (air, noise, water, detours, traffic congestion, safety, etc.); and erosion control. This scope assumes that a traffic noise study will not be required.

4.5.7 Prepare Environmental Review

Findings of the Environmental/Historical Review will be included as a chapter in the overall project report.

4.6 Financial Analysis

FHU/RDG will evaluate the fiscal analysis for the various bridge alternatives. Funding options for reconstruction, maintenance, repurposing and closure will be researched and proposed.

4.6.1 Market Analysis

FHU/RDG will prepare a market analysis of the area that is most impacted by the bridge. This area will be defined with the help of MAPA.

4.6.2 Case Study Examples

RDG will also prepare case studies of similar bridge conversion projects and will include the economic impact of these similar projects.

Task 5: Final Report

5.1 Draft Report Production and Editing

FHU/RDG shall document all work performed under Tasks 2 & 3 and draft a final document for review by MAPA staff and the project steering committee. The Final Report shall contain an Executive Summary that can function as a stand-alone item. FHU/RDG shall edit and revise the document according to feedback given by MAPA staff and the project steering committee. A public meeting shall also be held to offer the draft plan for public comment and feedback (identified as the second public open house in Task 2.4).

5.2 Final Report and Documentation

FHU/RDG shall incorporate feedback on the draft report into the final report. The Final Report shall contain an Executive Summary that can function as a stand-alone item. A PowerPoint (PPT format) presentation will also be provided as part of the final report deliverables.

FHU/RDG shall package and deliver the final plan document in both PDF and an editable format (Microsoft Word or Adobe InDesign), as well as twelve (12) hard copies. All graphic content shall also be made available in PDF format as well as native live format (Adobe Illustrator or Photoshop).

FHU/RDG shall package and deliver to MAPA all data generated, analyzed or refined over the course of their engagement. GIS data shall be delivered in file geodatabase or shapefile format, along with map documents. Any and all data generated, analyzed or refined under this contract shall become property of MAPA upon conclusion of the contract.

PROPOSED SCHEDULE

1. **June 1, 2018** Notice to Proceed. Begin inventory of existing conditions.
 2. **June 7, 2018** Project Kickoff Meeting
 3. **August 2, 2018** Public Stakeholder Workshop #1 / Innovation Workshop
 4. **August 6, 2018** Begin Alternatives Analysis & Development
 5. **August 13-17, 2018** Focus Group Interviews
 6. **August 31, 2018** **Stop Milestone #1 / Steering Committee Meeting**
 7. **September 27, 2018** Public Stakeholder Workshop #2
 8. **November 1, 2018** Begin Draft Plan Development
 9. **November 15, 2018** Alternatives Screening Meeting
 10. **November 29, 2018** **Stop Milestone #2 / Steering Committee Meeting**
 11. **January 10, 2019** Public Open House / Present Draft Recommendations
 12. **January 14, 2019** Begin Final Plan Development
 13. **February 1, 2019** Submit Final Plan Report for Review / Begin Agency Review Period
 14. **February 22, 2019** Agencies Submit Final Plan Report Review Comments.
 15. **March 21, 2019** Final Plan Report Submitted. Presentation to Bridge Commission.
 16. **March 25, 2019** Project Complete.
- Assumes bi-monthly progress meetings with steering committee; some not shown on schedule.
 - Assumes two meetings with Bridge Commission; some not shown on schedule.

Staffing Plan

Bellevue Bridge Study

Project Name: Bellevue Bridge Study

Project Number: MAPA -XXXX(XX)

Consultant: Felsburg Holt & Ullevig

Control Number: XXXXX

Consultant PM: Mark Meisinger, PE, PTOE

MAPA RC: Court Barber

NDOR PC: TBD

Date: May 24, 2018



#	Code	Classification	#	Code	Classification
1	PR	Principal	6	DES	Designer
2	PM	Program Manager	7	TM	Trans Modeling
3	SENG	Sr. Engineer	8	ADM	Administrative
4	ENG	Engineer	9	ES	Enviro. Scientist
5	SDES	Sr. Designer	10	GIS	GIS Specialist

Overhead Rate ⁽¹⁾
178.82%
Fee for Profit Rate ⁽²⁾
12.00%
FCCM (if applicable)
%

BLENDED RATES TABLE

Employee Name	Job Title & Certifications ⁽³⁾	Hourly Salary	% Assigned
Principal			
Kyle Anderson	Principal II, PE, PTOE	\$86.54	30%
Amy Zlotsky	Principal I	\$75.48	70%
		Blended Rate:	\$78.80
Program Manager			
Mark Meisinger	Associate, PE, PTOE	\$60.10	100%
		Blended Rate:	\$60.10
Sr. Engineer			
Mike Bruckner	Sr. Engineer	\$55.29	45%
Adam Denney	Engineer III, PE	\$43.27	45%
David Andersen	Engineer IV, PE, PTOE	\$42.55	10%
		Blended Rate:	\$48.61
Engineer			
Dan Barth	Engineer III, PE	\$35.10	45%
Connor Gilinsky	Engineer I, EI	\$27.40	25%
Morgan McCoullough	Intern	\$17.00	30%
		Blended Rate:	\$27.75
Sr. Designer			
Brian Moffatt	Sr. Designer	\$45.25	80%
Zach Topoleski	Sr. Designer	\$39.00	20%
		Blended Rate:	\$44.00
Designer			
Joe James	Designer	\$41.00	100%
		Blended Rate:	\$41.00
Trans Modeling			
Steven Marfitano	Planner V	\$44.47	100%
		Blended Rate:	\$44.47
Administrative			
Krissy Strub	Administrative Assistant	\$27.75	50%
Linda Stuchlik	Administrative Assistant	\$35.00	50%
		Blended Rate:	\$31.38
Enviro. Scientist			
Allison Sambol	Environmental Scientist V	\$48.08	10%
Kody Unstad	Environmental Scientist II	\$33.65	65%
Avery Dresser	Intern	\$17.00	25%
		Blended Rate:	\$30.93
GIS Specialist			
Megan Ornelas	GIS Specialist III	\$39.90	25%
Evan Kirby	Associate	\$64.90	75%
		Blended Rate:	\$58.65

Consultant's Estimate of Hours

Bellevue Bridge Study

Project Name: Bellevue Bridge Study
 Consultant: Felsburg Holt & Ullevig
 Consultant PM: Mark Meisinger, PE, PTOE
 MAPA RC: Court Barber
 NDOR PC: TBD
 Date: May 24, 2018

Project Number: MAPA -XXXX(X)
 Control Number: XXXXX

TASKS	PERSONNEL CLASSIFICATIONS										
	PR	PM	SENG	ENG	SDES	DES	TM	ADM	ES	GIS	Total
	78.08	45.19	60.10	37.88	40.95	28.61	57.69	28.50	31.54	40.51	
1.0 Project Management and Administration	2	16						16			34
1.1 1.1 Detailed Workplan	2	8									10
1.2 Reporting and Administration		8						16			24
2.0 Stakeholder Outreach and Input	18	28	20	12					8	8	94
2.1 Project Information content generation	4	8	4	4							20
2.2 Bridge Commission	2	4									6
2.3 Steering Committee	4	8		4							16
2.4 Community Engagement Plan	8	8	16	4					8	8	52
3.0 Data Gathering and Analysis	2	16	44	16	8	24	16		44	24	194
3.1 Inventory of Existing Conditions											
3.1.1 Traffic Study		8	14	16					36	4	78
3.1.2 Baseline Structural Conditions Analysis	2		16			24				4	46
3.2 Screen Line Needs Analysis		8	14		8		16		8	16	70
4.0 Alternatives Analysis	8	26	32	8		8			44	4	130
4.1 Initial Screening		10	8								18
4.2 Refinements to Bridge Alternatives			8			8					16
4.3 Innovation Workshop	4	8	8	8					4	4	36
4.4 Bicycle Pedestrian Analysis		2									2
4.5 Environmental & Historical Resource Review									40		40
4.6 Financial Analysis	4	6	8								18
5.0 Final Report	6	32	24			20		4	10		96
5.1 Draft Report Production and Editing	4	24	16			16		4	8		72
5.2 Final Report and Documentation	2	8	8			4			2		24
Total Days	4.5	14.75	15	4.5	1	6.5	2	2.5	13.25	4.5	68.5
Total Hours	36	118	120	36	8	52	16	20	106	36	548

Direct Expenses**Bellevue Bridge Study**

Project Name: Bellevue Bridge Study
Consultant: Felsburg Holt & Ullevig
Consultant PM: Mark Meisinger, PE, PTOE
NDOR PC: TBD
Date: May 24, 2018

Project Number: MAPA -XXXX(XX)
Control Number: XXXXX

Subconsultants:			Amount
RDG Planning & Design			\$68,313.46
Subtotal			\$68,313.46
Printing and Reproduction:	Qty	Unit Cost	Amount
Black & White Prints	1920	\$0.09	\$172.80
Color Prints	500	\$0.19	\$95.00
Subtotal			\$267.80
Mileage/Travel:	Qty	Unit Cost	Amount
Airfare (3 trips total - 2 during Design, 1 during Construction)		\$300.00	
Rental Car + Fuel (6 days of Rental Car)		\$80.00	
Mileage (@ \$0.54 / mile) (trips to site & meetings)	570	\$0.54	\$307.80
Subtotal			\$307.80
Lodging/Meals:	Qty	Unit Cost	Amount
Lodging (6 days @ \$104.00)		\$104.00	
Per Diem (6 days @ \$64.00)		\$64.00	
Subtotal			
Other Miscellaneous Costs:	Qty	Unit Cost	Amount
Subtotal			
TOTAL DIRECT EXPENSES			\$68,889.06

Project Cost & Breakdown

Bellevue Bridge Study

Project Name: Bellevue Bridge Study

Project Number: MAPA -XXXX(X)

Consultant: Felsburg Holt & Ullevig

Control Number: XXXX

Consultant PM: Mark Meisinger, PE, PTOE

NDOR PC: TBD

Date: May 24, 2018

DIRECT LABOR COSTS			
Classification	Hours	Rate	Amount
Principal	36.0	\$78.80	\$2,836.80
Program Manager	118.0	\$60.10	\$7,091.80
Sr. Engineer	120.0	\$48.61	\$5,833.20
Engineer	36.0	\$27.75	\$999.00
Sr. Designer	8.0	\$44.00	\$352.00
Designer	52.0	\$41.00	\$2,132.00
Trans Modeling	16.0	\$44.47	\$711.52
Administrative	20.0	\$31.38	\$627.60
Enviro. Scientist	106.0	\$30.93	\$3,278.58
GIS Specialist	36.0	\$58.65	\$2,111.40
Subtotal			\$25,973.90

DIRECT EXPENSES		Amount
Subconsultants:		\$68,313.46
Printing And Reproduction:		\$267.80
Mileage/Travel:		\$307.80
Lodging/Meals:		
Other Miscellaneous Costs:		
Subtotal		\$68,889.06

TOTAL PROJECT COSTS		Amount
Direct Labor Costs		\$25,973.90
Overhead @ 178.82%		\$46,446.53
Total Labor Costs		\$72,420.43
Fee for Profit Rate @ 12.00%		\$8,690.45
Facility Capital Cost of Money (FCCM) @ (direct labor cost x FCCM%)		
Direct Expenses		\$68,889.06
TOTAL COST		\$149,999.94

LABOR COST BY MAJOR TASKS	Direct Labor	Overhead	Profit	Amount
1.0 Project Management and Administration	\$1,335.20	\$2,387.60	\$446.74	\$4,169.54
2.0 Stakeholder Outreach and Input	\$4,903.72	\$8,768.83	\$1,640.71	\$15,313.26
3.0 Data Gathering and Analysis	\$8,426.96	\$15,069.09	\$2,819.53	\$26,315.58
4.0 Alternatives Analysis	\$4,812.11	\$8,605.02	\$1,610.06	\$15,027.18
5.0 Final Report	\$4,358.56	\$7,793.98	\$1,458.30	\$13,610.84
	\$23,836.55	\$42,624.52	\$7,975.33	\$74,436.40

1. PAYMENT METHOD

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

2. TOTAL AGREEMENT AMOUNT

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

\$ 141,309.49 for actual services performed and direct expenses.

\$ 8,690.45 for a fixed fee for profit

\$ 149,999.94 total agreement amount. Consultant's total compensation shall not exceed this maximum amount without prior written approval of State.

3. FIXED FEE FOR PROFIT

The fixed fee for profit is computed upon the negotiated direct labor and overhead costs. The fixed fee for profit is not allowable upon direct non-labor costs. For each invoicing period, the fixed fee for profit is calculated by multiplying the sum of the actual direct labor and overhead costs invoiced by the negotiated fee for profit rate of 12.00%. Upon completion of the services outlined in this Agreement, the Consultant may invoice the State any remaining fixed fee for profit not previously invoiced, up to the maximum fixed fee for profit of \$8,690.45. The total fixed fee for profit eligible to be paid to consultant does not vary with actual costs, but may be increased or decreased as a result of scope changes in the agreement. If all of the services under this agreement are not completed for any reason, the fixed fee for profit may be adjusted based on the State's determination of the actual percentage of services completed.

4. ALLOWABLE COSTS

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

A. Direct Labor Costs are the earnings that individuals receive for the time they are working directly on the project.

1) Hourly Rates: For hourly employees, the hourly earnings rate shall be the employee's straight time hourly rate for the pay period in which the work was performed. If overtime hours are worked on this project, the premium pay portion of those hours is not allowable as a direct labor cost.

For salaried employees, the hourly earnings rate shall be their actual hourly rate as recorded in the Consultant's accounting books of record.

2) Time reports: The hours charged to the project must be supported by adequate time distribution records that clearly indicate the distribution of hours to all projects/activities on a daily basis for the entire pay period. Time reports must provide a clear identifying link to the projects: such as project description, project number, pertinent work phase, dates of service, and the individual's name and position. There must be an adequate system of internal controls in place to ensure that time charges are correct and have the appropriate supervisory approval.

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

Transportation, mileage, lodging, and meals, subject to limitations specified below; Communication costs; Reproduction and printing costs; Special equipment and materials required for the project and approved by LPA, or State on LPA's behalf; 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, or State on LPA's behalf.

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

Breakfast:

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

Lunch:

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

Dinner:

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

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

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

5. INVOICES AND PROGRESS REPORTS

- A. Documents submitted to State, including invoices, supporting documentation, and other information are subject to disclosure by State under the Nebraska Public Records Act found at Neb.Rev.Stat. § 84-712 et.seq. Accordingly, Consultant shall redact or not submit to State information that is confidential, including, but not limited to, financial information such as social security numbers, tax ID numbers, or bank account numbers. Consultant understands that State does not have sufficient resources to review and redact confidential information submitted by Consultant. If such confidential information is submitted, Consultant shall have no right of action of any kind against State for the disclosure of such information.
- B. Consultant shall promptly submit invoices to LPA, or State on *LPA's behalf*, no more frequently than monthly. Invoices must present actual direct labor, Subconsultant costs and other direct non-labor costs, and actual overhead, as well as the Fee for Profit based upon the actual direct labor and overhead costs billed for that period. State law may prohibit the payment of an invoice that includes charges for services rendered more than two (2) years prior to State's receipt of the invoice.
- C. 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 actual labor cost for each employee.
 - iii. Direct non-labor expenses:
 - 1. Direct non-labor expenses, other than travel-related expenses, must be itemized and provide a complete description of each item billed with supporting receipts or invoices.
 - 2. Travel-related expenses must be summarized and submitted on 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 162). This form is available on the Department of Transportation'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 the Department of Transportation's website at <http://dot.nebraska.gov/business-center/consultant/>. 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, or State on *LPA's behalf*.
 - 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. Consultant shall review the overhead costs billed to-date to determine if the overhead rates used on the progress billings match the actual allowable rate applicable to the time period that the labor was incurred. If cost adjustments are necessary, it should be reflected on the final invoice. If a particular year's actual overhead has not yet been computed or approved by State, the most recent year's accepted rate should be applied. Upon receipt of final invoice and determination by LPA and State that the invoice and Progress Report adequately substantiate the Services provided and the Services were completed in accordance with this Agreement, State, on LPA's behalf, will pay Consultant. The acceptance by Consultant of the final payment will constitute and operate as a release to LPA and State for all claims and liability to Consultant, its representatives, and assigns,

for any and all things done, furnished, or relating to the Services rendered by or in connection with this Agreement or any part thereof.

10. AGREEMENT CLOSE-OUT

Upon submitting its final invoice, the Consultant must complete and submit to the LPA, or State on LPA's behalf, a Notification of Completion Form (NDOT Form 39). The form is available on the Department of Transportation'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 SECTION 6. NOTICE TO PROCEED AND COMPLETION SCHEDULE of this Agreement or as approved in writing by LPA, or State on LPA's behalf.

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 shall be used by the parties. For performance of Services as specified in this Agreement, State, on LPA's behalf, will pay Consultant subject to the terms of this Agreement and all requirements and limitations of the federal cost principles contained in the Federal Acquisition Regulations 48 CFR 31 (Contract Cost Principles and Procedures).

13. SUBCONSULTANT OVER-RUNS AND UNDER-RUNS

Consultant shall require any subconsultant to notify Consultant if at any time the subconsultant determines that its costs will exceed its negotiated fee estimate (over-run). Consultant shall not allow any subconsultant costs to over-run without prior written approval of the LPA, or State on LPA's behalf. 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, or State on LPA's behalf, and, when applicable, Federal Highway Administration (FHWA).

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

LPA, or State on LPA's behalf, 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, or State on LPA's behalf, 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, or State on LPA's behalf, before proceeding with the out-of-scope services. Before written approval will be given by LPA, or State on LPA's behalf, LPA or State 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 State 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, or State on LPA's behalf, 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 251 shall be used to describe and provide necessary justification for the additional scope of services, effort, the deliverables, modification of schedule, and to document the cost of additional services. The CWO form is available on the Department of Transportation'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, LPA and State 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 behalf of LPA, 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

EXHIBIT "B"
FEEES AND PAYMENTS

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.

A. Consultant agrees to:

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

B. General Liability –

- (1) Limits of at least:
 - a. \$ 1,000,000 Per Occurrence
 - b. \$ 2,000,000 General Aggregate
 - c. \$ 2,000,000 Completed Operations Aggregate (if applicable)
 - d. \$ 1,000,000 Personal/Advertising Injury
- (2) Consultant shall be responsible for the payment of any deductibles.
- (3) Coverage shall be provided by a standard form Commercial General Liability Policy covering bodily injury, property damage including loss of use, and personal injury.
- (4) General Aggregate to apply on a Per Project Basis.
- (5) LPA and the State of Nebraska, Department of Transportation ("State") shall be named as Additional Insureds on a primary and non-contributory basis including completed operations (the completed work/product) for three (3) years after the work/product is complete.
- (6) Consultant agrees to waive its rights of recovery against LPA and State. Waiver of subrogation in favor of LPA and State shall be added to, or included in, the policy.
- (7) Contractual liability coverage shall be on a broad form basis and shall not be amended by any limiting endorsements.
- (8) If work is being done near a railroad track, the 50' railroad right of way exclusion must be deleted.
- (9) In the event that this contract provides for consultant to construct, reconstruct or produce a completed product, products and completed operations coverage in the amount provided above shall be maintained for the duration of the work, and shall be further maintained for a minimum period of five (5) years after final acceptance and payment.
- (10) Policy shall not contain a total or absolute pollution exclusion. Coverage shall be provided for pollution exposures arising from products and completed operations (as per standard CG0001 Pollution Exclusion or equivalent). (If the standard pollution exclusion as provided by CG0001 has been amended, please refer to the following section entitled "Pollution Coverage.")

C. Pollution Coverage –

- (1) In the event that the standard pollution exclusion as provided by CG0001 has been amended, coverage may be substituted with a separate Pollution Liability policy or a Professional Liability policy that includes pollution coverage in the amount of \$1,000,000 per occurrence or claim, and \$1,000,000 aggregate.
- (2) If coverage is provided by a "claims made" form, coverage will be maintained for three years after project completion. Any applicable deductible is the responsibility of

EXHIBIT "C"
INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICE PROVIDORS (LPA PROJECTS)

Consultant.

D. Automobile Liability –

- (1) Limits of at least:
 - a. \$ 1,000,000 CSL Per Accident
- (2) Coverage shall apply to all Owned, Hired, and Non-Owned Autos.
- (3) Consultant agrees to waive its rights of recovery against LPA and State. Waiver of Subrogation in favor of LPA and State, shall be added to the policy.

E. Workers' Compensation –

- (1) Limits: Statutory coverage for the State where the project is located.
- (2) Employer's Liability limits:
 - a. \$100,000 Each Accident
 - b. \$100,000 Disease – Per Person
 - c. \$500,000 Disease – Policy Limit
- (3) Consultant agrees to waive its rights of recovery against LPA and State. Waiver of subrogation in favor of LPA and State must be added to, or included in, the policy

F. Professional Liability –

- (1) Limits of at least:
 - a. \$ 1,000,000 Per Claim
 - b. \$ 1,000,000 Annual Aggregate
- (2) Coverage shall be provided for three years after work/project completion.

G. Electronic Data and Valuable Papers –

- (1) Limits of at least:
 - a. \$100,000 Electronic Data Processing Data and Media
 - b. \$25,000 Valuable Papers

H. Umbrella/Excess –

- (1) Limits of at least:
 - a. \$ 1,000,000 Per Occurrence
 - b. \$ 1,000,000 Annual Aggregate
- (2) Policy shall provide liability coverage in excess of the specified Employers Liability, Commercial General Liability and Auto Liability.
- (3) LPA and State shall be "Additional Insureds".
- (4) Consultant agrees to waive its rights of recovery against LPA and State. Waiver of subrogation in favor of LPA and State shall be provided.

I. Additional Requirements –

- (1) If any of the work is sublet, equivalent insurance shall be provided by or on behalf of the subconsultant or subconsultants (at any tier).
- (2) Any insurance policy shall be written by an insurance company with a Best's Insurance Guide Rating of A – VII or better.
- (3) Prior to consultant beginning work on a project under this agreement, Consultant shall provide LPA and State evidence of such insurance coverage in effect in the form of an Accord (or equivalent) certificate of insurance executed by a licensed representative of the participating insurer(s). Certificates of insurance must show the LPA and State as the certificate holders.
- (4) For so long as insurance coverage is required under this agreement, Consultant shall notify LPA and State when Consultant knows, or has reason to believe, that any

EXHIBIT "C"
**INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICE PROVIDORS (LPA PROJECTS)**

insurance coverage required under this agreement will lapse, or may be canceled or terminated. Consultant must forward any pertinent notice of cancelation or termination to LPA and State by mail to the address listed below (return receipt requested), hand-delivery or facsimile transmission within 2 business days of receipt by Consultant of any such notice from an insurance carrier.

Copies of notices received by Consultant shall be sent to LPA, in care of LPA's Responsible Charge, and to State at the following address:

Nebraska Department of Transportation
Construction Division – Insurance Section
1500 Highway 2, P. O. Box 94759
Lincoln, NE 68509-4759
Facsimile No. 402-479-4854

- (5) Failure of the owner or any other party to review, approve, and/or reject a certificate of insurance in whole or in part does not waive the requirements of this Agreement.
- (6) The limits of coverage's set forth in this document are minimum limits of coverage. The limits of coverage shall not be construed to be a limitation of the liability on the part of Consultant or any of its subconsultants/tier subconsultants. The carrying of insurance described shall in no way be interpreted as relieving Consultant, subconsultant, or tier subconsultant of any responsibility or liability under the Agreement.
- (7) If there is a discrepancy of coverage between this document and any other insurance specification for this project, the greater limit or coverage requirement will prevail.

RESOLUTION

SIGNING OF PRELIMINARY ENGINEERING AGREEMENT – BK1831

METROPOLITAN AREA PLANNING AGENCY

Resolution No. _____

Whereas: Metropolitan Area Planning Agency is developing a transportation project for which it intends to obtain Federal funds;

Whereas: Metropolitan Area Planning Agency as a sub-recipient of Federal-Aid funding is charged with the responsibility of expending said funds in accordance with Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of the Federal-aid project;

Whereas: Metropolitan Area Planning Agency and Felsburg Holt & Ullevig wish to enter into a Professional Services Agreement to provide preliminary engineering services for the Federal-aid project.

Be It Resolved: by the Board of the Metropolitan Area Planning Agency that:

Greg Youell, Director of the Metropolitan Area Planning Agency, is hereby authorized to sign the attached preliminary engineering services agreement between Metropolitan Area Planning Agency and Felsburg Holt & Ullevig.

NDOR Project Number: MAPA-5002(3)

NDOR Control Number: 22755

NDOR Project Description: Bellevue Bridge Study

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

The Board of Metropolitan Area Planning Agency,

Board/Council Member _____
Moved the adoption of said resolution
Member _____ Seconded the Motion
Roll Call: _____ Yes _____ No _____ Abstained _____ Absent
Resolution adopted, signed and billed as adopted

Attest:

Clerk

PR Code	Positions	Avg Current Salary	Avg Salary with 3% increase	Min Current Range	Max Current Range	% new avg to range	Avg High Salary of Peers at Siilar Level	% of new avg salary to avg high salary of peers
4	Administrative Asst II, Bookkeeper	44,803	46,147	38,331	53,000	53%	57,733	80%
5	GIS Tech, Graphics Asst	44,450	45,783	41,336	55,000	33%	55,715	82%
7	Assoc Planners	52,946	54,535	48,900	68,000	30%	65,993	83%
8	HR Manager, Fiscal Officer, Information Officer, GIS Coordinator, Senior Planner	60,190	61,996	55,265	78,000	30%	100,625	62%
9	Project Manager	74,022	76,243	62,886	83,000	66%	75,748	101%
10	Department Manager	77,259	79,577	67,951	110,000	28%	169,196	47%
11	Finance/Operations Director	90,012	92,712	73,101	115,000	47%	169,196	55%
13	Executive Director	119,002	122,572	100,297	145,000	50%	278,249	44%
	Total averages	70,335.49	72,445.55	61,008.38	88,375.00	42%	121,556.78	60%

Total annual budget cost per year for a 3% across the board and 1% merit increase is approximately \$55,000.



2018 Salary Forecast: Smaller Real Wage Increases in the U.S. and Globally

Asia sees highest real wage growth, though at slower pace than last year

By Stephen Miller, CEBS

Jan 4, 2018

A December forecast by the Hay Group division of consultancy Korn Ferry reveals that, adjusted for inflation, employees in North America and around the world are expected to see a smaller rise in their take-home pay in 2018 (https://engage.kornferry.com/Global/FileLib/PDFs/KFHG_2018_Salary_Forecast.pdf), and pay consultants warn this may lead to lower engagement and productivity.

"With inflation rising in most parts of the world, we're seeing a cut in real wage increases across the globe," said Bob Wesselkamper, Korn Ferry global head of rewards and benefits solutions. "On average, employees are not seeing the same real pay growth they did even one year ago."

North America Lagging

In the United States, an average 3 percent pay increase is predicted by Korn Ferry, the same as for 2017. Adjusted for the expected 2 percent inflation rate in 2018, however, the real wage increase is 1 percent—down from last year's 1.9 percent.

Canadian workers will see salaries increase by 2.6 percent, and with inflation at 1.7 percent, they'll experience real wage growth of 0.9 percent, according to Korn Ferry's forecast.

These findings mirror those of other pay researchers. Last July, WorldatWork, an association of total rewards professionals, released salary budget survey results (www.shrm.org/ResourcesAndTools/hr-topics/compensation/Pages/2018-salary-increase-budgets.aspx) with actual 2017 and projected 2018 salary budget increases for planned cost-of-living adjustments and merit increases. The actual 2017 median salary budget increase and the projected 2018 median increase in the U.S. and Canada were pegged at 3 percent, based on 4,942 employer responses received midyear.

"Companies are budgeting conservatively," said Kerry Chou, CCP, senior practice leader, WorldatWork. In the U.S., factors that might explain the plateau in growth include the increased use of variable pay (www.shrm.org/ResourcesAndTools/hr-topics/compensation/pages/salary-raises-variable-pay.aspx), Chou said.

Similarly, HR consultancy Mercer's U.S. compensation planning survey (www.shrm.org/ResourcesAndTools/hr-topics/compensation/pages/salary-budget-winners-and-losers.aspx) found salary increase budgets in the U.S. remaining relatively unchanged at 2.8 percent in 2017 with projections rising slightly to 2.9 percent in 2018. However, jobs such as "social media communications professional" and "senior engineering technologist" are experiencing pay raises of 5.8 percent and 5.4 percent, respectively, according to Mercer's compensation database, which reflects pay practices for more than 10 million employees.

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"While companies are holding the line on increases to fixed compensation, they are getting much smarter about how they distribute those budgets, focusing on in-demand skills," said Mary Ann Sardone, Mercer's North America workforce rewards practice leader. "Jobs that represent critical skills aligned with company growth are being prioritized when it comes to pay."

In December, New York City-based compensation firm Empsight shared results from its Spot Survey of 2018 Merit Forecasts & Practices (<http://www.empsight.com/s.nl/it.l/id.98/f>). The report summarizes data collected from 107 large *Fortune* 500 and multinational companies from November to December 2017, and shows that for 2018:

- Salary structures are forecast to increase by 2.37 percent on average (2 percent median) for organizations that are budgeting for an increase or making salary structure changes.
- Merit pay is forecast to increase by 2.89 percent on average (3 percent median) for those budgeting for a merit pay increase.
- Executives had the highest average 2018 merit forecast (3.03 percent) as compared to 2.90 percent for support/nonexempt employees.

The average is the sum of the responses divided by the total number of responses, and is affected more by the occurrence of outliers (extreme values on either the high or low end) than is the median or middle value.

"Only 1 percent of companies forecasted a zero increase as compared to 3.9 percent last year, which suggests a more optimistic trend," Empsight's report said.

[*SHRM members-only guide: How to Establish Salary Ranges* (www.shrm.org/resourcesandtools/tools-and-samples/how-to-guides/pages/howtoestablishsalaryranges.aspx)]

Creating a Strong Employee Value Proposition

"Employees are clearly demonstrating complacency in their careers—they aren't looking for new opportunities, but they also aren't going out of their way to work hard in their current roles," said Brian Kropp, HR practice leader at consultancy CEB/Gartner. "Part of this complacency is being driven by employees' expectations for minimal annual compensation increases and bonus pay, which is leading to lower productivity and engagement levels," he said.

To counter this situation, "leaders need to think about how to incentivize employees to remain motivated. Without additional compensation and other key rewards, workers' desires to go above and beyond in their jobs will remain limited," Kropp noted. Employers should "devote time and energy to develop a comprehensive employment value proposition ([https://www.cebglobal.com/insights/employee-value-proposition.html?](https://www.cebglobal.com/insights/employee-value-proposition.html?referrerTitle=Search&referrerContentType=systempage&referrerURL=http://www.cebglobal.com/search.html&referrerComponentName=Search%20Results&pageRequestId=b7a557e5-1017-4a6a-8481-c661d8caaa04&searchString=evp&screenContentId=200964437)

[referrerTitle=Search&referrerContentType=systempage&referrerURL=http://www.cebglobal.com/search.html&referrerComponentName=Search%20Results&pageRequestId=b7a557e5-1017-4a6a-8481-c661d8caaa04&searchString=evp&screenContentId=200964437](https://www.cebglobal.com/insights/employee-value-proposition.html?referrerTitle=Search&referrerContentType=systempage&referrerURL=http://www.cebglobal.com/search.html&referrerComponentName=Search%20Results&pageRequestId=b7a557e5-1017-4a6a-8481-c661d8caaa04&searchString=evp&screenContentId=200964437)) that best positions their organization as a top employer of choice," he advised.

Global Trends

The Korn Ferry report showed expectations for salary increases worldwide, as noted below. The data were drawn from the firm's database of more than 20 million job holders in 25,000 organizations across more than 110 countries. The U.S. database represents compensation practices for more than 2,200 companies and more than 4.3 million employees.

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- **Australasia sees the lowest real salary increase.**

Wages in Australasia are forecast to grow by 2.5 percent, which is an increase of 0.7 percent in real wages when adjusted for inflation. Australia will see a 2.5 percent top-line growth, a 2.1 percent inflation rate, and a 0.4 percent real wage increase. In New Zealand, a 2.5 percent salary increase is forecast, with 1.5 percent inflation, for a 1 percent real salary increase.

- **Eastern Europe faring better than Western Europe.**

According to the Korn Ferry forecast, workers in Western Europe are expected to see lower wage increases compared with 2017, with an average increase of 2.3 percent, and inflation-adjusted real wage increases of 0.9 percent.

Employees in Eastern Europe are set to see an average salary increase of 6 percent in 2018. However, after taking inflation into account, real wages will only rise by 1.4 percent, which is down from 2.1 percent in 2017.

With the continued uncertainty following the Brexit decision, wages in the United Kingdom are up just 2 percent. Combined with a 2.5 percent inflation rate, real wages are expected to decrease by 0.5 percent.

- **Highest real wage growth in Asia.**

In Asia, salaries are forecast to increase by 5.4 percent—down from 6.1 percent last year. Inflation-adjusted real wage increases are expected to be 2.8 percent—the highest globally, but down from 4.3 percent last year.

China remained consistent year over year with real wage increases predicted at 4.2 percent for 2018, compared to 4 percent last year.

- **Latin America sees second-highest real wage growth.**

Employees in Latin America are expected to see a 6.2 percent increase in wages, and with inflation slowing down in the region, real wage increases will reach 2.1 percent, up from last year's 1.1 percent.

"Slower economic growth in mature economies keeps a check on pay raises," said Wesselkamper. "In emerging economies, upskilling workers is crucial for companies to maintain a competitive advantage—and those skilled employees can expect to see wages rise as talent shortages in certain regions drive salaries upward."

Related SHRM Articles:

2018 Pay Forecasts: Flat Salary Increase Budgets Create Winners and Losers (www.shrm.org/ResourcesAndTools/hr-topics/compensation/pages/salary-budget-winners-and-losers.aspx), *SHRM Online* Compensation, October 2017

3% Salary Increases Put Greater Focus on Variable Pay (www.shrm.org/ResourcesAndTools/hr-topics/compensation/pages/salary-raises-variable-pay.aspx), *SHRM Online* Compensation, August 2017

Employers Try Better Ways to Measure and Reward Performance (www.shrm.org/ResourcesAndTools/hr-topics/compensation/Pages/better-ways-measure-reward-performance.aspx), *SHRM Online* Compensation, August 2017

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Current Consumer Price Index (CPI-U) 251.588 | Current Annual Inflation Rate 2.80% | Released June 12, 2018 for the year ending

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What is the Current Inflation Rate?

JUNE 12, 2018 BY [TIM MCMAHON](#) — [LEAVE A COMMENT](#)

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U.S. Annual Inflation Rate in Percent

[Jump to Current Inflation Table](#)

The inflation rate plays an important role in determining the health of an economy. Countries with extremely high inflation rates are said to have [hyperinflation](#) and when this occurs the economy is often near collapse. But even moderate inflation can rapidly erode purchasing

power and creates uncertainty as businesses have more difficulty estimating future costs. Usually, high inflation rates also correspond to high interest rates as lenders need to compensate for the decline in purchasing power of future interest and principal repayments. This results in higher costs of doing business and place an overall drag on the economy.

We calculate the **Current Inflation rate** (see table below) to two decimal places while the Bureau of Labor Statistics only calculates **inflation** to one decimal place. Therefore, while being based on the same government Consumer Price Index (CPI-U) our data provides a "finer" view.



January and February 2012 is a perfect example, according to the government statistics both months had **inflation rates** of 2.9%. However, our data shows inflation in January as 2.93% and in February as 2.87%. Therefore instead of the inflation rate being "flat" it is actually falling slightly. Of course this could just be a statistical anomaly but..

Using this enhanced view we might be alerted to watch for the possibility of a bigger decline... which in fact did happen as inflation rates for the following months fell to 2.65%, then 2.30% and 1.7%, 1.66%, and finally 1.41% before beginning to rise again.

In another example we see August 2003 and September with the Government saying inflation rates were 2.2% and 2.3% respectively. This would lead us to believe that inflation rose .1% during that period. In actuality however, it rose from 2.16% to 2.32% or a .16% increase, substantially more than .1%! Once again this finer view gives us a better picture that inflation might be rising more than it appeared to be.

Current Inflation Table

The Inflation table below is updated monthly and provides **the current US Inflation Rate** which is for the preceding 12 months. The Inflation rate is calculated using the [Current Consumer Price Index \(CPI-U\)](#) published monthly by the Bureau of Labor Statistics. [CPI Index Release Dates](#)

You may also be interest in a table of [Monthly Inflation Rate data](#), which shows how much prices have increased over the previous month. Also check our [current articles](#).

InflationData.com		Current Annual Inflation Rate											
YEAR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	AVE
2018	2.07%	2.21%	2.36%	2.46%	2.80%	NA	NA	NA	NA	NA	NA	NA	NA
2017	2.50%	2.74%	2.38%	2.20%	1.87%	1.63%	1.73%	1.94%	2.23%	2.04%	2.20%	2.11%	2.13%
2016	1.37%	1.02%	0.85%	1.13%	1.02%	1.01%	0.84%	1.06%	1.46%	1.64%	1.69%	2.07%	1.26%
2015	-0.09%	-0.03%	-0.07%	-0.20%	-0.04%	0.12%	0.17%	0.20%	-0.04%	0.17%	0.50%	0.73%	0.12%
2014	1.58%	1.13%	1.51%	1.95%	2.13%	2.07%	1.99%	1.70%	1.66%	1.66%	1.32%	0.76%	1.62%

2013	1.59%	1.98%	1.47%	1.06%	1.36%	1.75%	1.96%	1.52%	1.18%	0.96%	1.24%	1.50%	1.47%
2012	2.93%	2.87%	2.65%	2.30%	1.70%	1.66%	1.41%	1.69%	1.99%	2.16%	1.76%	1.74%	2.07%
2011	1.63%	2.11%	2.68%	3.16%	3.57%	3.56%	3.63%	3.77%	3.87%	3.53%	3.39%	2.96%	3.16%
2010	2.63%	2.14%	2.31%	2.24%	2.02%	1.05%	1.24%	1.15%	1.14%	1.17%	1.14%	1.50%	1.64%
2009	0.03%	0.24%	-0.38%	-0.74%	-1.28%	-1.43%	-2.10%	-1.48%	-1.29%	-0.18%	1.84%	2.72%	-0.34%
2008	4.28%	4.03%	3.98%	3.94%	4.18%	5.02%	5.60%	5.37%	4.94%	3.66%	1.07%	0.09%	3.85%
2007	2.08%	2.42%	2.78%	2.57%	2.69%	2.69%	2.36%	1.97%	2.76%	3.54%	4.31%	4.08%	2.85%
2006	3.99%	3.60%	3.36%	3.55%	4.17%	4.32%	4.15%	3.82%	2.06%	1.31%	1.97%	2.54%	3.24%
2005	2.97%	3.01%	3.15%	3.51%	2.80%	2.53%	3.17%	3.64%	4.69%	4.35%	3.46%	3.42%	3.39%
2004	1.93%	1.69%	1.74%	2.29%	3.05%	3.27%	2.99%	2.65%	2.54%	3.19%	3.52%	3.26%	2.68%
2003	2.60%	2.98%	3.02%	2.22%	2.06%	2.11%	2.11%	2.16%	2.32%	2.04%	1.77%	1.88%	2.27%
2002	1.14%	1.14%	1.48%	1.64%	1.18%	1.07%	1.46%	1.80%	1.51%	2.03%	2.20%	2.38%	1.59%
2001	3.73%	3.53%	2.92%	3.27%	3.62%	3.25%	2.72%	2.72%	2.65%	2.13%	1.90%	1.55%	2.83%
2000	2.74%	3.22%	3.76%	3.07%	3.19%	3.73%	3.66%	3.41%	3.45%	3.45%	3.45%	3.39%	3.38%

Note: Red indicates Deflation, NA indicates data not yet released.

[Get all Historical Inflation Rates since 1913](#) from [InflationData.com](#)

[Web Masters: Get This Widget](#)

Since high inflation is detrimental to the overall economy but beneficial to the government (since it allows them to pay back their debt with "cheaper dollars") the [Federal Reserve](#) has a constant balancing act to try to reconcile the government's desires for higher inflation with the need for a healthy [economy](#).

In an effort to convince people that inflation is really good, the government has a constant media circus going promoting the benefits of inflation and decrying the evils of deflation--- but [what's so bad about falling prices?](#))

Their major argument revolves around the "stimulating" effects of inflation. Basically it makes people feel richer until they eventually realize that each of their dollars now buys less. But in the

meantime they tend to spend the "excess". This results in people buying things they wouldn't have, had they realized that their money was actually worth less than they thought. Eventually this results in a monetary "hangover" as the effects of their buying binge become apparent.

Inflation is largely a result of increases in the money supply months or even years previously. Because of this serious lag in the time between the money creation and the time it shows up in the economy the [FED](#) must estimate the impact their money creation efforts will have years in advance. The Federal Reserve tries to target a 2% inflation rate but often over or underestimates the effect their actions will have.

The Federal Reserve monitors the inflation rate for its targeting purposes using the "[Core Inflation Rate](#)" which excludes food and energy leading some people to mistakenly believe that the U.S. government doesn't track those items in the inflation rate. Actually the Bureau of labor statistics does track them but the FED simply excludes them for targeting purposes because they are volatile and subject to external forces unrelated to the money supply.

We believe a picture is worth a thousand words, so we track the [recent inflation rate in chart form](#) to give you a better sense of the current direction of inflation and also the longer term inflation trends.

The inflation rate is calculated using the [Consumer Price Index](#) or [CPI](#).

To calculate inflation from a month and year to a later month and year, Try our [Inflation calculator](#).

We also post the previous Inflation Rates in our [Historical Inflation Tables](#). The [Historical Consumer Price Index](#) is also available in table format. You can instantly see the current inflation trend in our [chart of the Annual Inflation Rate](#).

[Subscribe to our FREE monthly E-zine](#) and we will keep you up-to-date on what is happening in the area of inflation, interest rates and market trends.

You may also enjoy:

- The [misery index](#) is an economic indicator designed to help determine how the average citizen is doing economically.
- [Which is Better: High or Low Inflation?](#)
- [What's the Difference Between the Consumer Price Index and Inflation?](#)
- [What is the velocity of money?](#)

SECTION VII. MAPA FOUNDATION LOAN PROGRAMS

Program guidelines on each MAPA Foundation loan program shall be prepared and approved by the MAPA Finance Committee and MAPA Foundation Board. Said guidelines shall outline the purposes of the loan program, eligible activities, projects and beneficiaries, use of consultants and contractors, legal documents and fillings, administrative procedures, procurement standards that are consistent the MAPA Administrative Procedures, and a disbursement policy.

A committee shall be formed for each loan program that has a MAPA Foundation representative, a community representative and others as assigned. The committee is responsible for reviewing applications for projects and selecting projects. Once a project and project budget have been selected by the committee, disbursements may be made directly to the vendor with required documentation. The Finance Committee will be presented with reports of activity in the project accounts on a monthly basis.

FY 2019 MAPA BOARD OF DIRECTORS

Members/Officers

Patrick Bloomingdale
Clare Duda, representing Mary Ann Borgeson
Vinnie Palermo
Tom Hanafan
Doug Kindig
Gary Mixan, representing Don Kelly
Rita Sanders
Jean Stothert
Carol Vinton
Matt Walsh

Affiliation

Secretary/Treasurer
Douglas County
Omaha City Council
Pottawattamie County (Vice-Chair)
NE Small Communities/Counties
Sarpy County
City of Bellevue, Mayor (Chair)
City of Omaha, Mayor
Iowa Small Communities/Counties
City of Council Bluffs, Mayor

Effective July 1, 2018

FY 2019 MAPA FINANCE COMMITTEE

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Patrick Bloomingdale
Clare Duda
Gary Mixan
Steve Dethlefs
Carol Vinton

Affiliation

Pottawattamie County
Chair, Secretary/Treasurer, Douglas County
Douglas County
Sarpy County
Washington County
Mills County

Effective July 1, 2018

FY 2019 TRANSPORTATION TECHNICAL ADVISORY COMMITTEE

Dennis Wilson, Chairman

Sarpy County Public Works Director

Voting Members

Member / Alternate

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Jeff Roberts / Dean Dunn
Janet McCartney
Brandon Garret
Greg Reeder / Matt Cox
Dan Kutilek / Tom Doyle / Tom McDonald
Scott Suhr / Scott Schram
Joe Soucie / John Kottman
Curt Simon
Tim Weander / Maurice Hincley
Mark Fischer
Dan Owens
Todd Pfitzer VICE CHAIRMAN
Derek Miller
Bob Stubbe
Mark Stursma
Jeff Thompson
John Rasmussen
Dan Freshman
Bruce Fountain / Donna Lynam
Dennis Wilson / Bill Herr CHAIRMAN

Affiliation

Bellevue Planning
Bellevue Public Works
Cass County Board of Commissioners
Council Bluffs Planning
Council Bluffs Public Works
Douglas County
Iowa DOT – District 4
La Vista Public Works
Metro Transit
Nebraska DOR – District 2
NDOR Lincoln
Omaha Airport Authority
Omaha Public Works City Engineer
Omaha Planning
Omaha Public Works Director
Papillion Planning
Papillion Public Works
Pottawattamie County Engineer
Ralston
Sarpy County Planning / Building Director
Sarpy County Public Works

Associates

Member

Jim Jussel
Terry Bailey
Tracy Troutner
Justin Luther
Mark Bechtel (representing Mokhtee Ahmad)
Kyle Anderson
Stephen Osberg
Tim Stuart
Matt Selinger
John Jorgensen
Arobindu Das
Sorin Juster
Matthew Kruse
Greg Youell
Mike Piernicky / Nick Weander
Karl Fredrickson
Todd Cochran
Charles Huddleston

Affiliation

Alfred Benesch & Company
Council Bluffs Chamber of Commerce
FHWA – Iowa Division
FHWA – Nebraska Division
Federal Transit Administration – Region VII
Felsburg Holt & Ullevig
Greater Omaha Chamber of Commerce
Greater Omaha Chamber of Commerce
HDR Engineering, Inc.
HGM Associates, Inc.
Iteris, Inc.
Kirkham Michael Associates
Lamp, Rynearson & Associates, Inc.
MAPA Executive Director
Olsson Associates
Parsons Brinckerhoff
The Schemmer Associates
The Schemmer Associates

Effective July 1, 2018

FY 2019 ECONOMIC DEVELOPMENT DISTRICT

Members/Officers

Patrick Bloomingdale
Clare Duda, representing Mary Ann Borgeson
Vinnie Palermo
Tom Hanafan
Doug Kindig
Gary Mixan, representing Don Kelly
Rita Sanders
Jean Stothert
Carol Vinton
Matt Walsh

Affiliation

Secretary/Treasurer
Douglas County
Omaha City Council
Pottawattamie County (Vice-Chair)
NE Small Communities/Counties
Sarpy County
City of Bellevue, Mayor (Chair)
City of Omaha, Mayor
Iowa Small Communities/Counties
City of Council Bluffs, Mayor

Effective July 1, 2018

FY 2019 MAPA CEDS COMMITTEE

Member

Affiliation

TBD. The MAPA CEDS Committee will be formed and approved by the MAPA Economic Development District Board of Directors on an as needed basis.

FY 2019 COORDINATED TRANSIT COMMITTEE

Voting Agency

Heartland Family Services
Council Bluffs Special Transit Service

Bellevue Specialized Transportation
Black Hills Works
Crossroads of Western Iowa
Eastern Nebraska Human Services Agency
Empowerment Network
Florence Home for the Aged
Friendship Program
Lutheran Family Services
Metro Transit
Nebraska Vocational Rehabilitation
Omaha Association of the Blind
Omaha Public Schools
Papillion Special Transportation Services
Southwest Iowa Transit Agency

Non-Voting

AARP
City of Omaha
Developmental Services of Nebraska
Eastern Nebraska Office on Aging
Easterseals
Great Plains Veterans Affairs
Happy Cab
Heartland Workforce Solutions
Intelli Ride
Intercultural Senior Center
Iowa DOT
Maximillian Employment
MCC
Nebraska DOT
Ollie Webb Center
Ponca Tribe of Nebraska
Pottawattamie County Veterans Affairs
Sarpy County
Sheltering Tree
Sherwood Foundation
Sisters of Notre Dame
United Way
UNO

Representative(s)

Lisa Picker - CHAIRMAN
Ann Grober - VICE CHAIR

Karen Jackson
Bob Matthews / Phil Johnson
Rita Hamele / Clint Sargent
Randy Stonys
Vicki Quaites-Ferris
Lois Jordan / Ann Erickson
Cliff Hall / Susan Stolinski
Rich Surber
Kelley Shadden / David Jameson
Melanee Peterson
Mark Bulger
Dan Stuche / Traci Shobe
Lori Hansen
Mark Lander / Daurine Peterson

Representative(s)

Lee Myers
Meridith Dillon / Kelley
Britt Sommers
Chris Gillette / Yvonne Betts
Shauna Dahlgren
Amanda Vazquez
John Davis
Erin Porterfield
Jamie Chambers
Sarah Gilbert
Scott Surh
David Vaughn
Lyndsie Gibbs
Kari Ruse
Lisa McMichael
Jacob Olsufka
Darlene McMartin
Danielle Richler / Lisa Haire
Shirley McNally
Tess Larson
Scott Adams
Heather Tomczack
Robert Blair

Effective July 1, 2018

FY 2019 RPA COMMITTEE MEMBERS

Policy Committee Members

Charles Parkhurst	Supervisor, Shelby County, Policy Committee Chair
Ron Kohn	Mayor, Glenwood
Gene Gettys, Jr.	City Administrator, City of Harlan
Richard Crouch	Supervisor, Mills County
Melvin Houser	Supervisor, Pottawattamie County
Walter Utman	Supervisor, Harrison County
Charles Parkhurst	Supervisor, Shelby County

Technical Committee Members

John Rasmussen	County Engineer, Pottawattamie County - Technical Committee Chair
----------------	---

Voting Members:

John McCurdy	Executive Director, SWIPCO
Perry Cook	Public Works Director, City of Glenwood
Gene Gettys, Jr.	City Administrator, City of Harlan
Kevin Mayberry	County Engineer, Mills County
Steven Struble	County Engineer, Harrison County
John Rasmussen	County Engineer, Pottawattamie County

Non-Voting Members:

Mark Bechtel	Transportation Planner, Region 7, Federal Transit Administration
Darla Hugaboom	Transportation Planner, Federal Highway Administration
Michelle Wodtke-Franks	Executive Director, Golden Hills RC&D
Andrea White	Statewide Planning Coordinator, Iowa DOT
Scott Suhr	District 4 Planner, Iowa DOT

Effective July 1, 2018

FY 2019 TRANSPORTATION ALTERNATIVES COMMITTEE MEMBERS

Nominated Transportation Alternative Committee Officers

Todd Pfitzer, City of Omaha, Chair

Sarah Johnson, Omaha Bicycle Company/Pedal Happy, Vice-Chair

Recommendation for Transportation Alternatives Committee Membership

City of Omaha Public Works	Todd Pfitzer
City of Omaha Planning	Stephen Osberg
City of Omaha Parks	Dennis Bryers
City of Council Bluffs	Larry Foster
City of Bellevue	Chris Shewchuk
City of Springfield	Kathleen Gottsch
City of La Vista	Chris Solsberg
City of Papillion	Mark Stursma
Douglas County	Dan Kutilek
Sarpy County	Denny Wilson
PMRNRD	Eric Williams
Metro Transit	Evan Schweitz
IDOT	Scott Suhr
Douglas County Health Department	Andy Wessel
Alternative Transportation Advocate	Sarah Johnson (ModeShift Omaha)
Public Health Advocate	Madison Haugland (Live Well Omaha)
Public Representatives	Chris Behr/Mark Meisinger
City of Omaha Planning	Stephen Osberg

Effective July 1, 2018

FY 2019 PROJECT SELECTION COMMITTEE (ProSeCom) MEMBERS

<u>Member</u>	<u>Affiliation</u>
Scott Suhr	Iowa DOT District 4 Representative
Tim Weander	Nebraska DOR District 2 Representative
Curt Simon	Metro Transit Representative
Dan Kutilek	Douglas County Engineer (Also represents Douglas County 2nd Class Cities)
Denny Wilson	Sarpy County Engineer
John Kottman	Sarpy County Municipalities Public Works Representative
Todd Pfitzer	Omaha/Douglas County Municipalities Public Works Representative
Greg Reeder	Council Bluffs Public Works Representative
Mark Stursma	All Metro Open Planning Representative
Derek Miller Representative	Omaha / Douglas County Municipalities Planning Representative / Bicycle-Pedestrian

Effective July 1, 2018