

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

BOARD OF DIRECTORS MEETING
Thursday, February 27, 2020 at 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 Meeting Act. For reference, the Open Meeting 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 January 23, 2020 meeting.](#) (ACTION)
- D. AGENCY REPORTS & PRESENTATIONS – (INFO)
 - 1. AGENCY REPORTS
 - a. Executive Director's Report
 - b. Employee Recognition - Karna Loewenstein, Communications and Outreach Manager – 5 Years
 - c. Staff Report: Don Gross, Community and Economic Development Manager
- E. PUBLIC COMMENTS – See Footnote
- F. 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. [FINANCE COMMITTEE MINUTES of the February 19, 2020 meeting.](#)
 - 2. FINAL CONTRACT PAYMENTS
 - a. [City of Council Bluffs - Paratransit Services - \\$7,636.00](#)
 - b. [Emspace + Lovgren - CMAQ and Reduced Fare Program - \\$23,164.13](#)
 - 3. [TRAVEL – Technology of Participation \(ToP\) Facilitation Methods of Training - 4 Staff Members - Seward, NE - \\$2,548.92](#)
- G. OLD BUSINESS –
 - 1. CONTRACT AMENDMENTS –
 - a. [Pacific Junction - Agreement for Service – Property Acquisition Administrative Services - \\$80,000](#)

This amendment will add administrative services for property acquisitions in Pacific Junction funded through the Iowa Flood Mitigation Fund (FMF) program. MAPA will charge \$4,000 per property for 20 properties.
 - b. [Pottawattamie County Housing Trust Fund, Inc. – Extension of Time and Name Change](#)

This amendment will extend MAPA's administrative support of the Housing Trust Fund for two additional years through March 2022 as allowed by the contract.

2. [RESOLUTION 2020 – 14: FY 2020 - 2025 TRANSPORTATION IMPROVEMENT PROGRAM \(TIP\) AMENDMENT #5](#) – (ACTION)

The Board will consider for approval Resolution 2020 – 14: FY 2020 - 2025 TIP Amendment #5, which includes changes to section 5.4 - Grouped Project Categories, the addition of funding to Metro Transit's Program of Projects, and CMAQ funding programmed for NDOT's ENOA Transit Operating Costs project.

3. [RESOLUTION 2020 – 15: 2040 LONG RANGE TRANSPORTATION PLAN \(LRTP\) AMENDMENT #13](#)

The Board will consider for approval Resolution 2020 - 15: LRTP Amendment #13, which includes an addition to the grouped project categories found on page 7-6.

H. [NEW BUSINESS](#)

1. [FY 2019 AUDITED FINANCIAL STATEMENTS](#) – (ACTION)

The Board will consider for approval the 2019 Audited Financial Statements.

2. [FY 2021 BUDGET](#) – (ACTION)

The Board will consider for approval the FY 2021 Preliminary Funds Budget.

3. [NEW CONTRACTS](#) – (ACTION)

The Board will consider approval of the contracts listed below.

a. [Resolution 2020 – 16: Professional Services Agreement - Alfred Benesch & Co. - Sarpy County I-80 Interchange Study - Total of \\$366,806.54](#)

This contract covers the Sarpy County I-80 Planning and Environment Linkages (PEL) study. MAPA will provide \$158,455.54 in federal planning funds, and \$208,350 will be split evenly between Gretna, Papillion and Sarpy County. The study is anticipated to take up to 18 months to complete.

b. [Bishop Business – Printing Services Lease and Plotter Purchase](#) –

The Board will consider a new lease with Bishop for printing services for 60 months as well as the purchase of a new wide format (44-inch) plotter.

4. [HEARTLAND 2050 UPDATE](#) – (INFORMATION)

Staff will update the Board on sub-committee targeted projects and focus areas.

5. [RESOLUTION 2020 – 17 - 2020 SAFETY PERFORMANCE MEASURE TARGETS](#) – (ACTION)

The Board will consider for approval recommendations for the 2020 Safety Performance Measure Targets.

I. [ADDITIONAL BUSINESS](#)

J. [ADJOURNMENT](#)

Executive Session: We reserve the right to enter into an executive session in order to protect the public interest with respect to discussion regarding litigation and personnel.

Future Meetings:

Council of Officials: Wednesday, March 11, 2020 @ Metro Community College - Fort Omaha Campus

Finance Committee: Wednesday, March 18, 2020

Board of Directors: Thursday, March 26, 2020

* 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 non-agenda 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 the 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.

Meeting Quorum: The presence of fifty percent (50%) of the total membership of the Board of Directors (5) at an officially called meeting shall constitute a quorum. (Articles of Interlocal Cooperation Agreement, Section 6.13)

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

Minutes
January 23, 2020

The Board of Directors met at the MAPA offices, 2222 Cuming Street, Omaha. Chairman Kindig called the meeting to order at 1:45 p.m.

A. ROLL CALL/INTRODUCTIONS

Members/Officers Present

Patrick Bloomingdale – Secretary/Treasurer	Chief Administrative Officer, Douglas County
Clare Duda	Douglas County Commissioner
Rusty Hike	Mayor, City of Bellevue
Doug Kindig – Chair	NE Small Communities/Counties Representative (Mayor, City of La Vista)
Justin Schultz	Pottawattamie County Board of Supervisors
Jean Stothert	Mayor, City of Omaha
Carol Vinton – Vice Chair	IA Small Communities/Counties Representative (Mills County Board of Supervisors)
Matt Walsh	Mayor, City of Council Bluffs
Jim Warren	Sarpy County Commissioner

Members/Officers Absent

Pete Festersen	Omaha City Council
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MAPA Staff

Natasha Barrett	Christina Brownell	Don Gross	Mike Helgersen	Michael Keays
Karna Loewenstein	Amanda Morales	Emily Sneller	Greg Youell	

Guest

Troy Anderson	City of Omaha
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B. APPROVAL OF THE AGENDA – (Action)

MOTION by Hike, SECOND by Duda to approve the agenda for the January 23, 2020 meeting of the Board of Directors.

AYES: Duda, Hike, Kindig, Schultz, Stothert, Vinton, Walsh, Warren

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

C. APPROVAL OF THE BOARD OF DIRECTORS MINUTES of the December 12, 2019 meeting – (Action)

MOTION by Vinton, SECOND by Hike to approve the minutes of the December 12, 2019 meeting of the Board of Directors.

AYES: Duda, Hike, Kindig, Schultz, Stothert, Vinton, Walsh

NAYS: None.

ABSTAIN: Warren

MOTION CARRIED.

D. AGENCY REPORTS & PRESENTATIONS – (Information)

1. Agency Reports –

a. Executive Director's Report – Presented by Greg Youell, Executive Director

Mr. Youell provided an update to the Board on MAPA activities for the month of December. Updates were provided on the following: new Finance Director, project and grants update, Council Bluffs Mobility Task Force, Eppley Corridor Transportation & Econ-Dvmt Study, State Legislative Updates, Federal DC agenda (NARC Visit, Feb. 9 – 12), recognition of 5 years of service for Karna Loewenstein.

Approved by _____
Patrick Bloomingdale, Secretary/Treasurer

b. Staff Report: Mike Helgerson, Transportation and Data Manager

Mr. Helgerson provided an update to the Board on Transportation and Data Activities. Updates were provided on the following: ConnectGO and MAPA Long Range Transportation Plan (LRTP), project selection for STBG & TAP, Sarpy County – I-80 Interchange Planning & Environmental Linkages (PEL) Study, Regional Safety Report and Coordination.

E. PUBLIC COMMENT – None.

F. CONSENT AGENDA – (Action)

1. Finance Committee Minutes of the January 15, 2020 meeting.
2. Final Contract Payment – Florence Home for the Aged – Paratransit Services – \$5,706.85

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

AYES: Duda, Hike, Kindig, Schultz, Stothert, Vinton, Walsh, Warren

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

G. DISCUSSION – None.

H. OLD BUSINESS – None.

I. NEW BUSINESS

1. New Contracts – (Action)

The Board considered for approval the contracts listed below.

- a. Economic Development Administration (EDA) Disaster Non-Construction Project Funding - \$388,556 (with local match of \$97,139 for a total of \$485,695) –
MAPA was awarded funding from EDA disaster funds to support two community economic recovery coordinators (CERC) for two years as well as 5% of the Community Development Manager's costs. The contract period expires December 2021.

MOTION by Duda, SECOND by Stothert to approve the contract with EDA for disaster funds in the amount of \$388,556.

AYES: Duda, Hike, Kindig, Schultz, Stothert, Vinton, Walsh, Warren

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

- b. Emspace + Lovgren, 2020 Clean Air Partnership - \$220,000 –

This contract covers project support for the Little Steps Big Impact air quality program in 2020. Project tasks include, but are not limited to, graphic design, media purchasing, community outreach and engagement, program and measurement. The contract term is one year, with an option of two one-year renewals.

MOTION by Walsh, SECOND by Vinton to approve the contract with Emspace + Lovgren for the 2020 Clean Air Partnership in the amount of \$220,000.

AYES: Duda, Hike, Kindig, Schultz, Stothert, Vinton, Walsh, Warren

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

2. FY 2021 Budget – (Action)

- a. FY 2021 County Dues Request –

The Finance Committee recommended to the Board of Directors FY21 Dues of 48-cents per capita for member counties.

- b. FY 2021 Budget Schedule –
The Board considered for approval the FY 2021 Budget Schedule.

MOTION by Duda, SECOND by Stothert to approve the FY 2021 County Dues Request and Budget Schedule.

AYES: Duda, Hike, Kindig, Schultz, Stothert, Vinton, Walsh, Warren

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

3. Cost Recovery Plan – Douglas County Emergency Management – (Action)

The Board considered for approval participation in a Douglas County Emergency Management Agency application to NEMA, in which MAPA would coordinate and oversee a consultant for the Tri-County PET Region for a Cost Recovery Plan. This plan will assist local jurisdictions with proper procurement, documentation, recordkeeping, payment and reimbursement methods to ensure they are up-to-date and positioned to recover costs for future disaster events.

MOTION by Duda, SECOND by Vinton to approve MAPA's participation in a Douglas County Emergency Management Agency application to NEMA.

AYES: Duda, Hike, Kindig, Schultz, Stothert, Vinton, Walsh, Warren

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

4. Resolution 2020 – 11 – Statewide Urban Design and Specifications (SUDAS) Board Appointment – (Action)

The Board considered for approval the appointment of Matt Cox from the City of Council Bluffs to Iowa's SUDAS Board.

MOTION by Duda, SECOND by Stothert to approve Resolution 2020 – 11 – appointment of Matt Cox from the City of Council Bluffs to Iowa's SUDAS Board.

AYES: Duda, Hike, Kindig, Schultz, Stothert, Vinton, Walsh, Warren

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

J. ADDITIONAL BUSINESS –

1. Resolution 2020 – 12: Council of Officials Membership – (Action)

The Board considered for approval Resolution 2020 – 12, accepting the request from Bellevue Public Schools, Ralston Public Schools, and Papillion-La Vista Community Schools to discontinue membership in MAPA.

MOTION by Stothert, SECOND by Duda to approve Resolution 2020 – 12 – changes to Council of Officials Membership.

AYES: Duda, Hike, Kindig, Schultz, Stothert, Vinton, Walsh, Warren

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

2. Safety Report Presentation – (Information)

Mr. Helgerson, MAPA Transportation and Data Manager, provided an update to the Board on 2017 – 2018 Safety Report and 2020 Performance Measure Targets.

K. ADJOURNMENT

Chair Kindig adjourned the meeting at 2:32 p.m.

METROPOLITAN AREA PLANNING AGENCY
2222 Cuming Street
Omaha, NE 68102-4328
Finance Committee
February 19, 2020

The Metropolitan Area Planning Agency Finance Committee met February 19, 2020, in the MAPA conference room. Patrick Bloomingdale called the meeting to order at 8:28 a.m.

ROLL CALL

Members Present

Patrick Bloomingdale Secretary/Treasurer
Clare Duda, Douglas County
Jim Warren, Sarpy County
Janet McCartney, Cass County
Carol Vinton, Mills County (8:43 AM)

Staff Present

Mike Helgersen
Amanda Morales
Greg Youell
Natasha Barrett
Michael Keays
Josh Corrigan

Guests

Liz Larson
Stephanie Abbott

Members Absent

Justin Schultz, Pottawattamie County
Steve Dethlefs, Washington County

A. DRAFT AUDITED FINANCIAL STATEMENTS – (ACTION)

Ms. Larson & Ms. Abbott of Hamilton Associates presented the draft audited financial statements to the Finance Committee. The auditors reported there were no findings or adjustments related to the financial statements. The Final version of the Audited Financials will be presented to the MAPA Board of Directors next week.

B. FINANCE COMMITTEE INFORMATION – (INFORMATION)

1. Monthly Financial Statements (November & December)
 - a. Bank Reconciliations (ANB & WCB) and Statements on Investments
 - b. Receipts and Expenditures
 - c. Schedules of Accounts Receivable & Accounts Payable
 - d. Statement of Financial Position
 - e. Statement of Revenues and Expenditures

Mr. Keays presented the November & December financials.

2. MAPA Projects / Activities
 - a. New / Anticipated Transportation and Community Development Projects

Mr. Youell provided an overview of anticipated projects

C. FOR FINANCE COMMITTEE APPROVAL – (ACTION)

1. Contract Payments
 - a. Hamilton Associates – Audit – PMT #2 – \$3,225.00
 - b. Metro Transit – Transportation Planning Activities – PMT #2 - \$21,042.19
 - c. City of Omaha Planning – FY 20 Transportation Planning Activities – PMT #2 – \$3,622.26
 - d. Sarpy County Planning & GIS – Transportation Planning Activities – PMT #2 – \$13,812.61
 - e. Toole Design Group – Council Bluffs 1st Avenue Transit Alternatives Analysis – PMT #1 - \$16,949.23

Mr. Youell presented the Contract Payments for committee approval.

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

D. RECOMMENDATIONS TO THE BOARD – (ACTION)

1. Final Contract Payments

- a. City of Council Bluffs – Paratransit Services - \$7,636.00
- b. Emspace + Lovgren – CMAQ and Reduced Fare Program – \$23,164.13

Mr. Youell presented the Final Contract Payments for Finance Committee recommendation to the Board.

MOTION by Duda, SECOND by Vinton to recommend final contract payments as presented. MOTION CARRIED.

2. Contract Amendment

- a. Pacific Junction – Agreement for Service (Iowa Flood Mitigation Fund – Property Acquisition Administrative Services)
- b. Pottawattamie County Housing Trust Fund, Inc. – Extension of Time and Name Change

Mr. Youell presented the Contract Amendments to the Finance Committee for recommendation to the Board.

MOTION by Vinton, SECOND by Warren to recommend contract amendments presented. MOTION CARRIED.

3. New Contracts/Task Orders

- a. Office Equipment Lease

Mr. Corrigan presented the Copier Lease/Plotter Purchase comparison to the Finance Committee for recommendation to the Board. The Lease period will be 60 months. The Finance Committee agreed that Bishop seemed like the best value.

MOTION by Duda, SECOND by Vinton to recommend Board approval of the office equipment lease & purchase. MOTION CARRIED.

4. Travel

- a. Four staff members, Technology of Participation (ToP) Facilitation Methods Training - Seward, NE - \$2,548.92

Mr. Youell presented the request for travel for four staff members to the Finance Committee for recommendation to the Board.

MOTION by Vinton, SECOND by McCartney to recommend Board approval of the travel. MOTION CARRIED.

5. FY 2021 Budget

- a. Preliminary Funds Budget

Mr. Keays presented the FY2021 Funds Budget to the Finance Committee for recommendation to the Board.

MOTION by Vinton, SECOND by Warren to recommend Board approval of the preliminary funds budget. MOTION CARRIED.

E. DISCUSSION

- 1. Alfred Benesch & Co. – Sarpy County I-80 Interchange Study

Mr. Helgersen discussed the Sarpy County I-80 Interchange Study and reviewed the Scope of Services. The total contract, which is being finalized by NDOT is \$366,000 and anticipated to be ready for the Board's consideration next week.

F. ADJOURNMENT

The Finance Committee meeting adjourned at 9:15 a.m.



Subcontractor Payment Authorization

Contract Number: 19903100002
Contract Party: City of Council Bluffs
Contract Description: Paratransit Services
Contract Approved by Board of Directors: February 28, 2019
Contract Amount: \$72,485.00
Match Amount: \$72,485.00
Contract Period: March 1, 2019 - December 31, 2019
Trans Grant: NE-2018-007-01-00 18FTAA07

Final Payment

Billed to Date: \$ 72,485.00
Less Previous Payments: \$ 64,849.00
Amount Due: \$ 7,636.00

Payment Recommended By: _____
Responsible Charge / MAPA Staff Member

Department Manager

MAPA Executive Director

Approved by MAPA Finance Committee: _____
Date

MAPA Treasurer/Finance Committee Member

Approved by MAPA Board of Directors: _____
Date

MAPA Board Chair/Member

Billing Summary										
Project Name:	City of Council Bluffs STS									
Contact Name:	Ann Grober									
Billing Period:	August 1, 2019 - September 30, 2019									
	TOTAL	TOTAL	TOTAL	08-01-2019 to 09-30-2019		TOTAL	Program to Date		Remaining	
BUDGET DETAIL	Year 1 Budget	BUDGET Federal	BUDGET Local Match	Federal Request	LOCAL MATCH	COST MONTH	Federal Request	LOCAL MATCH	Federal Request	LOCAL MATCH
A. OPERATING EXPENSES¹										
Grant NE-2016-015-04-01										
1. Cost of Contracting	\$ 144,970.00	\$ 72,485.00	\$ 72,485.00	\$ 7,636.00	\$ 7,636.00	\$ 15,272.00	\$ 72,485.00	\$ 72,485.00	\$ -	\$ -
Subtotal - Operating Expenses	\$ 144,970.00	\$ 72,485.00	\$ 72,485.00	\$ 7,636.00	\$ 7,636.00	\$ 15,272.00	\$ 72,485.00	\$ 72,485.00	\$ -	\$ -
B. PROGRAM TOTAL BUDGET	\$ 144,970	\$ 72,485	\$ 72,485	\$ 7,636	\$ 7,636	\$ 15,272	\$ 72,485	\$ 72,485	\$ -	\$ -
				11%	11%	11%	100%	100%	0%	0%

¹ 5310 funding for Operating Expenses may not exceed 50% of the total cost.

MAPA Finance Committee wants just double of 5310 for total cost, per Court's e-mail 2/1/19.



Subcontractor Payment Authorization

Contract Number: BK1819
Project Number: CM-D2 (107) 22553
Contract Party: Emspace + Lovgren
Contract Description: CMAQ and Reduced Fare Program
Contract Approved by Board of Directors: March 29, 2018
Contact Amount: \$442,813.00
Match Amount: \$0.00
Contract Period:

Payment # Final Payment

Billed to Date: \$ 425,376.75
Less Previous Payments: \$ 402,212.62
Amount Due: \$ 23,164.13

Payment Recommended By: _____
Responsible Charge / MAPA Staff Member

Department Manager

MAPA Executive Director

Approved by MAPA Finance Committee: _____
Date

MAPA Treasurer/Finance Committee Member

Emspace + Lovgren
105 North 31 Avenue Suite 200
Omaha NE 68131
402-398-9448

STATEMENT



Metropolitan Area Planning Agency (MAPA)
2222 Cuming Street
Omaha NE 68102-4328

Date

1/31/2020

*Charges** 12/1/19 - 12/31/19*

Agreement 1819-01*

Project #CM-D2 (107)

CN#22553

E-Mail: scutsforth@mapacog.org

E-Mail: amorales@mapacog.org

Date	Invoice	Transaction	Amount
1/31/2020	1011	CMAQ Air Quality & Reduced Fare Program	\$23,164.13
		AMOUNT DUE*PLEASE REMIT	\$23,164.13



TRAVEL AUTHORIZATION FORM

Person Traveling :	Megan Walker		
Dates of Travel:	February 27 - 28, 2020		
Departure Time:	6:00 AM	Return Time:	7:00 PM
Traveling to :	Seward, NE		
Purpose:	Facilitation Training		
Coding:	28000-01 19NDOT02		
Block Rate Deadline:	N/A		
# Traveling:	4		

Estimated Travel Expenses:

Registration \$400.00
Flights \$0.00

Transp. Fares \$0.00
Auto Rental

Parking
Other

MAPA Vehicle Miles
MAPA Vehicle Mileage \$0.00

Personal Vehicle Miles
Personal Vehicle Mileage \$0.00 Rate \$0.575

Per Diem	Start Day	Between Days	x	# of days	End Day
Day's Max.	\$41.25	\$55.00			\$41.25
Breakfast	\$9.75	\$13.00	x	0	\$9.75
Lunch	\$10.50	\$14.00	x	0	\$10.50
Dinner	\$17.25	\$23.00	x	0	\$17.25
Incidental	\$3.75	\$5.00	x	0	\$3.75
Meals & Incidental					
Total	\$41.25	\$55.00	x	0	\$41.25
Lodging	\$104.99		x	0	
Taxes & Fees on Lodging	\$20.99	\$0.00	x	0	

Deduction for Meals Provided at Conferences

Total Lodging \$125.98

Total Meals and Incidentals \$82.50

Total Estimated Travel Expenses: \$608.48

Date Submitted: 2/14/20 by M. Walker
Employee Traveling

Date Approved: by Christina Brownell
Events Coordinator

Date Approved: by
Department Director

Date Approved: by
Executive Director

Date Approved: by
Finance Committee Chair/Member (if amount is over \$1000)

Date Approved: by
Board of Directors Chair/Member (if amount is over \$2000)



TRAVEL AUTHORIZATION FORM

Person Traveling :	Court Barber		
Dates of Travel:	February 27 - 28, 2020		
Departure Time:	6:00 AM	Return Time:	7:00 PM
Traveling to :	Seward, NE		
Purpose:	Facilitation Training		
Coding:	28000-01 19NDOT02		
Block Rate Deadline:	N/A		
# Traveling:	4		

Estimated Travel Expenses:

Registration	\$400.00	Transp. Fares	\$0.00	Parking	
Flights	\$0.00	Auto Rental		Other	
MAPA Vehicle Miles		Personal Vehicle Miles		Rate	\$0.575
MAPA Vehicle Mileage	\$0.00	Personal Vehicle Mileage	\$0.00		
<u>Per Diem</u>	Start Day	Between Days	x	# of days	End Day
Day's Max.	\$41.25	\$55.00			\$41.25
Breakfast	\$9.75	\$13.00	x	0	\$9.75
Lunch	\$10.50	\$14.00	x	0	\$10.50
Dinner	\$17.25	\$23.00	x	0	\$17.25
Incidental	\$3.75	\$5.00	x	0	\$3.75
Meals & Incidental					
Total	\$41.25	\$55.00	x	0	\$41.25
Lodging	\$104.99		x	0	
Taxes & Fees on Lodging	\$20.99	\$0.00	x	0	

Deduction for Meals Provided at Conferences

Total Lodging \$125.98

Total Meals and Incidentals \$82.50

Total Estimated Travel Expenses: **\$608.48**

Date Submitted: 2/14/2020

by 
Employee Traveling

Date Approved:

by 
Events Coordinator

Date Approved:

by 
Department Director

Date Approved:

by
Executive Director

Date Approved:

by
Finance Committee Chair/Member (if amount is over \$1000)

Date Approved:

by
Board of Directors Chair/Member (if amount is over \$2000)



TRAVEL AUTHORIZATION FORM

Person Traveling :	Sue Cutsforth		
Dates of Travel:	February 27 - 28, 2020		
Departure Time:	6:00 AM	Return Time:	7:00 PM
Traveling to :	Seward, NE		
Purpose:	Facilitation Training		
Coding:	28000-01 16DUES01		
Block Rate Deadline:	N/A		
# Traveling:	4		

Estimated Travel Expenses:

Registration	\$400.00	Transp. Fares	\$0.00	Parking	
Flights	\$0.00	Auto Rental		Other	
MAPA Vehicle Miles	200	Personal Vehicle Miles			
MAPA Vehicle Mileage	\$115.00	Personal Vehicle Mileage	\$0.00	Rate	\$0.575

Per Diem	Start Day	Between Days	x	# of days	End Day
Day's Max.	\$41.25	\$55.00			\$41.25
Breakfast	\$9.75	\$13.00	x	0	\$9.75
Lunch	\$10.50	\$14.00	x	0	\$10.50
Dinner	\$17.25	\$23.00	x	0	\$17.25
Incidental	\$3.75	\$5.00	x	0	\$3.75
Meals & Incidental					
Total	\$41.25	\$55.00	x	0	\$41.25
Lodging	\$104.99		x	0	
Taxes & Fees on Lodging	\$20.99	\$0.00	x	0	

Deduction for Meals Provided at Conferences

Total Lodging \$125.98

Total Meals and Incidentals \$82.50

Total Estimated Travel Expenses: **\$723.48**

Date Submitted: 2-14-20 by Sue Cutsforth
Employee Traveling

Date Approved: by Christina Brownell
Events Coordinator

Date Approved: by _____
Department Director

Date Approved: by _____
Executive Director

Date Approved: by _____
Finance Committee Chair/Member (if amount is over \$1000)

Date Approved: by _____
Board of Directors Chair/Member (if amount is over \$2000)



TRAVEL AUTHORIZATION FORM

Person Traveling :	Grant Anderson		
Dates of Travel:	February 27 - 28, 2020		
Departure Time:	6:00 AM	Return Time:	7:00 PM
Traveling to :	Seward, NE		
Purpose:	Facilitation Training		
Coding:	28000-01 20NDED01		
Block Rate Deadline:	N/A		
# Traveling:	4		

Estimated Travel Expenses:

Registration \$400.00
Flights \$0.00

Transp. Fares \$0.00
Auto Rental

Parking
Other

MAPA Vehicle Miles
MAPA Vehicle Mileage \$0.00

Personal Vehicle Miles
Personal Vehicle Mileage \$0.00 Rate \$0.575

Per Diem	Start Day	Between Days	x	# of days	End Day
Day's Max.	\$41.25	\$55.00			\$41.25
Breakfast	\$9.75	\$13.00	x	0	\$9.75
Lunch	\$10.50	\$14.00	x	0	\$10.50
Dinner	\$17.25	\$23.00	x	0	\$17.25
Incidental	\$3.75	\$5.00	x	0	\$3.75
Meals & Incidental					
Total	\$41.25	\$55.00	x	0	\$41.25
Lodging	\$104.99		x	0	
Taxes & Fees on Lodging	\$20.99	\$0.00	x	0	

Deduction for Meals Provided at Conferences

Total Lodging \$125.98

Total Meals and Incidentals \$82.50

Total Estimated Travel Expenses: \$608.48

Date Submitted: 2/14/2020 by Grant Anderson
Employee Traveling

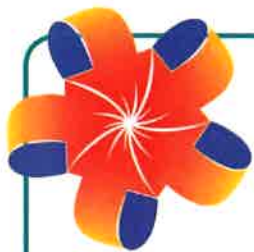
Date Approved: 2/14/20 by Christina Brownell
Events Coordinator

Date Approved: 2/14/20 by
Department Director

Date Approved: by
Executive Director

Date Approved: by
Finance Committee Chair/Member (if amount is over \$1000)

Date Approved: by
Board of Directors Chair/Member (if amount is over \$2000)



ToP[®]
TECHNOLOGY of
PARTICIPATION

Learn three proven tools to engage your group!

Activate group **participation**

Build **understanding** and agreement

Plan **action with commitment** for follow through

Facilitation Methods

THE FOCUSED CONVERSATION METHOD

This method helps you generate deeper conversations around complex issues.

- Conduct purposeful discussions
- Probe beneath the surface to the depth of a topic
- Surface new ideas and solutions
- Deepen understanding of diverse perspectives

THE CONSENSUS WORKSHOP METHOD

This method brings a group's diverse ideas into agreement and infuses the team with energy for action.

- Easily capture a group's best thinking
- Tap rational and intuitive thought processes
- Integrate diverse ideas and resolve turf battles
- Generate practical and creative solutions
- Develop a strong consensus

THE ACTION PLANNING PROCESS

This process allows a group to take an idea for an event, project or campaign to a detailed plan of action with timeline and task assignments.

- Visualize and articulate a successful result
- Analyze the current situation
- Maximize involvement and solidify commitment
- Create clear forms of accountability
- Develop an action timeline

WHO SHOULD TAKE THIS COURSE?

- Community leaders interested in building collaborative skills
- Fund Advisory Committee members and peer mentors
- Nonprofit Board members and executive directors
- Managers and supervisors

Location

Seward Civic Center
616 Bradford Street
Seward, NE

Dates

February 27-28, 2020

Tuition

Special price: \$400
(Free to Fund Advisory Committee members affiliated with Nebraska Community Foundation)

TO REGISTER, email:

gleach@nebcommfound.org

(NCF participants), or

leanne@cultivatesewardcounty.com

(SCCDP participants)



King Studio Suite Non-Smoking

Sleeps 4 | 1 King

King Studio Suite includes complimentary hot breakfast.

Room details

Best Available Rate

 **Breakfast Included**

 **Guaranteed with Credit Card**

This rate includes a complimentary hot breakfast each morning as well as complimentary WiFi.

\$104.99

Per Night

\$104.99 Total for 1 night

Excluding Taxes & Fees

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AAA Discounted Rate

 **Breakfast Included**

 **Guaranteed with Credit Card**

This AAA discounted rate requires a valid membership card to be presented at check in.

\$94.49

Per Night

\$94.49 Total for 1 night

**OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY
AGREEMENT FOR SERVICE
(IOWA FMF ACQUISITION PROGRAM – PROPERTY ACQUISITION ADMINISTRATIVE SERVICES)**

This Contract is hereby made and entered into as of this 27th day of January 2020 by and between the Metropolitan Area Planning Agency, 2222 Cuming Street, Omaha, Nebraska 68102 (hereinafter referred to as Planning Agency) and the City of Pacific Junction, P.O. Box 127, Pacific Junction, Iowa 51561 (hereinafter referred to as City).

WITNESSETH THAT:

WHEREAS, the City desires to engage the Planning Agency to render certain services, hereinafter described.

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. Employment of MAPA. The City hereby agrees to engage Planning Agency and Planning Agency hereby agrees to perform the services hereinafter set forth.
2. Scope of Services. MAPA shall do, perform and carry out in a satisfactory and proper manner all necessary services required to carry out the Contract as set out in the attached Scope of Services. As part of that Scope of Services, required federal contract language has been attached and said language is also to be considered part of this Contract.
3. Personnel. The Planning Agency shall furnish the necessary personnel, materials and services, equipment and transportation and otherwise do all things necessary for or incidental to the performance of the work set forth in the Scope of Services herein.

All of the services required hereunder shall be performed by the Planning Agency or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized by the Planning Agency to perform such services.

None of the work or services covered by this Contract shall be subcontracted by the Planning Agency without prior written approval by the City.

4. Time of Performance. The services of Planning Agency shall commence on upon execution of the City and be finished on or before April 1, 2021.
5. Compensation. Payment shall be due upon reimbursement from the State of Iowa and receipt of an invoice for actual work performed. Actual costs include direct labor costs, direct non-labor costs, and overhead costs. The City agrees to compensate the Planning Agency for professional services rendered in an amount equal to \$4,000 per property acquired. Based on the estimated twenty (20) acquired under this contract, total compensation shall not exceed \$80,000. This shall not include appraisal and interim mortgage assistance costs.
 - A. Direct Labor Costs. Direct costs are the earnings that individuals receive for the time they are working directly on the project.

i. 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 Planning Agency's accounting books of record.

ii. 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 Planning Agency'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.

6. Method of Payment. The Planning Agency will request payment for services performed under this Contract upon completion of the project. Final payment of services under this contract shall be made by the City within thirty (30) days following satisfactory completion of the Planning Agency's obligations under this Contract.

7. Records. At any time during the normal business hours and as often as is necessary, each party shall make available to the other party and federal or state agents, the financial and administrative records with respect to all matters covered by this Contract.

All reports, data or other public documents and information necessary to the performance of work under this Contract shall be made available to the Planning Agency.

The Planning Agency shall maintain all financial and administrative records for a period of five (5) years from the date of final payment by the City.

8. Termination of Contract for Cause. If, through any cause, the Planning Agency shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Planning Agency shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Planning Agency of such termination and specifying the effective date thereof, at least fourteen (14) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Planning Agency shall, at the option of the

City, become its property, and the Planning Agency shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

9. Termination for Convenience of the City. The City may terminate this Contract at any time by giving written notice to the Planning Agency of such termination and specifying the effective date thereof, at least fourteen (14) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph 8 above shall, at the option of the City, become its property. If the contract is terminated by the City as provided herein, the Planning Agency will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Planning Agency covered by this Contract, less payments of compensation previously made. If this Contract is terminated due to the fault of the Planning Agency, Paragraph 8 hereof relative to termination shall apply.
10. Changes. The City may, from time to time, require changes in the scope of the services of the Planning Agency to be performed hereunder. Such changes, including any increase or decrease in the amount of the Planning Agency's compensation, which are mutually agreed upon by and between the City and the Planning Agency, shall be incorporated in written amendments to this Contract.
11. Interest of Members of the City and Others. No employee of the City and no members of its governing body, and no other public official of the governing body of the locality in which the Project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Project, shall participate in any decision relating to this Contract which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.
12. Interest of the Planning Agency. The Planning Agency covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Planning Agency further covenants that in the performance of this Contract no person having any such interest shall be employed.
13. The Planning Agency hereby agrees to comply with all federal, state and local laws, rules and ordinances applicable to the work and to this Contract.
14. This Contract shall be binding on successors and assigns of either party.
15. The Planning Agency warrants that it has not employed or retained any company, or persons, other than a bona fide employee working solely for the Planning Agency to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Planning Agency, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty the City shall have the right to annul this Contract without liability.
16. Severability. Should any provisions of this Contract be deemed unenforceable by a court of law, all of the other provisions shall remain in effect.
17. Entire Agreement. This Contract contains the entire agreement between the Planning Agency and the City for the purpose of providing administrative services related to the City's post-flood acquisition

grant application. There are no other written or oral agreements, understandings, or contracts that shall take precedence over the items contained herein, unless they have been made a part of this Contract per Section 10.

18. Hold Harmless. The City shall hold harmless, waive, and indemnify the Planning Agency against all claims, liabilities, and costs, including reasonable attorney fees, of defending any claim or suit, including those by any third party, arising out of the services provided by the Planning Agency, except to the extent caused by the gross negligence or willful misconduct of the Planning Agency or its employees. In no event shall the Planning Agency be liable to the City for lost revenues of the City, or special or consequential damages, even if the Planning Agency has been advised of the possibility of such damages. The Planning Agency's total liability under this Contract for damages, costs and expenses, regardless of cause, shall not exceed the total amount of fees paid to the Planning Agency by the City under this Contract.

Passed and Approved:

Metropolitan Area Planning Agency

City of Pacific Junction

Date

Date

MAPA Board Chair / Member

Andy Young, Mayor

**SCOPE OF SERVICES
PACIFIC JUNCTION, IOWA
(Iowa FMF ACQUISITION PROGRAM: PROPERTY ACQUISITION ADMINISTRATIVE SERVICES)**

The Metropolitan Area Planning Agency (Planning Agency) shall assist in completing acquisition of approximately 20 properties in the City, in conjunction with the City and the Iowa Homeland Security and Emergency Management Division (HSEMD). This project has been awarded funding by the Iowa Flood Mitigation Fund (FMF— Contract Number _____). The Scope shall also include the maintenance of required records and documents and other required actions not specifically listed, but requested by the local government, including but not limited to the following activities:

General Grant Activities:

1. Serve as the City's acquisition representative.
2. Meet with the City to review and assure understanding of terms and conditions of the grant agreement with HSEMD and FMF.
3. Provide supervision, inspection, and other services necessary to complete the program from inception to closeout.
4. Assure compliance with other agencies, such as the State Historic Preservation Office.
5. Update the City on the progress of the hazard mitigation project.

Project Management:

1. Prepare Program Administrative Plan for approval by the City.
2. Assist City in acquiring required contract and bid documents for legal and title services.
3. Participate in all agreement meetings.
4. Perform the procurement process for all activities in accordance with Federal and City regulations.
5. Prepare all necessary documents and submit, as required.
6. Coordinate with the City-contracted attorney for the necessary legal work.
7. Meet with property owners to make the offer to purchase and prepare all necessary documentation.
8. Determine relocation allowances to eligible tenants and property owners.
9. Inspect all purchased property at time of closing and demolition.
10. Assist City in acquiring required contract and bid documents for property demolitions, including asbestos and demolition management.
11. Monitor project compliance with HSEMD and FMF requirements.
12. Monitor progress toward successful completion of project.
13. Provide necessary documentation as verification of expended funds.
14. Assist in complying with all financial and audit requirements.
15. Monitor and update the City on any necessary contract or project amendments.
16. Perform close-out and assist with audit.
17. Provide other technical assistance as may be required.

Recordkeeping:

1. Assist in setting up filing system for program information maintenance.
2. Regularly monitor records.

3. Prepare payment requests and assist in disbursing funds.
4. Meet with HSEMD/FMF officials, as requested.
5. Assist in preparing monthly, quarterly, and annual reports.
6. Prepare final close-out reports.

The above scope is intended to be general, but some areas may have more detailed requirements implied, but not listed. Planning Agency will assist the City with these requirements, unless special requests are made to the Executive Director of MAPA, or governing body of the grantee.

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must 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 or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must 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 one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to

construction work and provide that no laborer or mechanic must 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.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 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.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions 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 Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]


**CONTRACT AMENDMENT
BETWEEN THE
POTTAWATTAMIE COUNTY HOUSING TRUST FUND (PottCoHTF)
AND
OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY (MAPA)**

This amendment modifies the Contract between the PottCoHTF and MAPA executed on April 9, 2018. This Amendment does not take effect until signed by both parties.

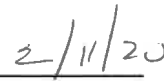
1. The contract is amended as follows:

PottCoHTF and MAPA agree to extend the term of this contract from March 1, 2020 to March 1, 2022.

2. Except as set forth in this Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with the its terms.



Gloria Ruesch, President
Pottawattamie County Housing Trust Fund



Date

Doug Kindig, Board Chair
Metropolitan Area Planning Agency

Date

FY2020-2025 Amendment 5 - Proposed

Effective Date 02/27/2020

ONEDOT STIP Approval Date

Revisions

Lead Agency	Project Name	Description	Date Added
Document Revision			
		Section 5.4 - Grouped Project Categories is updated to include a new category: Discretionary Projects. All projects programmed with DPS or DPU funding that are not included under a different program have been added to this category.	02/06/2020
Funding Increase			
Metro	Bus Rolling Stock	\$1,912,500 of FTA 5339(b) funds programmed in FY2020 for 30' bus replacement.	01/31/2020
Metro	Bus Rolling Stock	\$2,000,000 of FTA 5339(b) funds programmed in FY2020 for 35' bus replacement, \$1,912,500 of FTA 5339(b) funds programmed in FY2020 for 30' bus replacement, and \$75,000 of FTA 5339(b) funds programmed in FY2020 for Rebuild Spare Parts/Assoc. Capital Maint.	01/31/2020
Metro	Bus Support Equipment & Facilities	\$196,875 of FTA 5339(b) funds programmed in FY2020 for Shop Equipment, \$75,000 of FTA 5339(b) funds programmed in FY2020 for Computer Hardware, \$300,000 of FTA 5339(b) funds programmed in FY2020 for Computer Software, and \$150,000 of FTA 5339(b) funds programmed in FY2020 for Misc. Equipment	02/03/2020
Project Added - New			
NDOT	ENOA Transit Operating Costs	\$1,116,353 of CMAQ funds programmed in FY2020 for Transit Operations	02/06/2020

outreach and marketing activities, equipment purchases, vehicle replacements, and capital improvements which meet the criteria in 23 CFR 771.117(c).

Safety Projects: HSIP funded activities in accordance with the priorities of the State Highway Safety Plan (SHSP) cooperatively developed by both NDOT and Iowa DOT. These plans provide the framework for safety planning in each state and are the framework for the long-range goals identified in Chapter 14 of this plan. Anticipated project types include: capital improvements (such as intersection improvements) which meet the criteria in 23 CFR 771.117(c), traffic signal upgrades, guardrail, equipment purchases, rumble strips, and protective devices at railroad crossings

System Preservation Projects: All STBG-funded bridge projects through the quantitative asset management models managed by the Nebraska Department of Transportation (NDOT) and Iowa DOT and non-regionally significant system preservation activities including resurfacing, patching, crack-sealing, painting, and other minor system preservation activities which meet the criteria in 23 CFR 771.117(c).

Planning Activities: All STBG-funding planning activities including corridor studies, regional plans, and planning efforts in support for the Long Range Transportation Plan (LRTP).

Discretionary Projects: These include projects funded with competitive, one-time, or otherwise unique federal awards that are difficult to predict. The types of projects included here can vary, but they all share a distinct separation from those funded through annual funding formulas.

MAPA
FY21 Funds Budget - DRAFT

		FY21			FY20				
Account Number		Less Pass Through/			Less Pass Through/			Increase/ (Decrease) FY20- FY21	
		Gross Award	Vendor Agreements	Net Award	Gross Award	Vendor Agreements	Net Award		
Federal Grants									
Transportation									
	FHWA - Nebraska PL	\$ 1,229,787	\$ 427,300	\$ 802,487	\$ 1,283,944	\$ 414,800	\$ 869,144	\$ (66,657)	
	FHWA- CMAQ	195,000	163,000	32,000	300,000	244,000	56,000	(24,000)	
	FHWA - IDOT, MPO PL	115,567	39,000	76,567	113,369	39,000	74,369	2,198	
	FHWA - IDOT, MPO PL-C/O	-	-	-	80,000	80,000	-	-	
	FHWA - STBG/TE - Central 24th Street	125,000	125,000	-	260,000	260,000	-	-	
	FHWA - STBG/TE - The New BLK	30,000	30,000					-	
	FHWA - STBG/TE - Epply	300,000	300,000					-	
	FHWA - STBG/TE - F21 Mini-grants	250,000	250,000	-					
	Eppley Corridor Connector Study	75,000	75,000		75,000	75,000		-	
	FHWA - STBG/TE-C/O	80,000	80,000	-	80,000	80,000	-	-	
	FHWA - IDOT, RPA SPR	22,815	-	22,815	26,468	-	26,468	(3,653)	
	FTA - 5310 Funding	288,930	188,930	100,000	383,022	333,022	50,000	50,000	
	FTA - Nebraska 5303	410,930	60,000	350,930	385,967	150,000	235,967	114,963	
	FTA - Nebraska 5305d - C/O	-	-	-	-	-	-	-	
	FTA - IDOT MPO 5305d	39,697	-	39,697	36,892	-	36,892	2,805	
	FTA - IDOT RPA 5311	22,815	-	22,815	22,685	-	22,685	130	
	Subtotal Transportation Federal Grants	\$ 3,185,541	\$ 1,738,230	\$ 1,447,311	\$ 3,047,347	\$ 1,675,822	\$ 1,371,525	\$ 75,786	
Community Development									
	HUD Mills Co. Disaster Resilience	\$ 57,680	\$ -	\$ 57,680	\$ 57,680	\$ -	\$ 57,680	\$ -	
	FEMA Mills Co. Hazard Mitigation Plan	-	-	-	-	-	-	-	
	EDA - Admin	60,000	-	60,000	70,000	-	70,000	(10,000)	
	EDA- Recovery Coordinator Grant	194,278	-	194,278				194,278	
		-	-	-	-	-	-	-	
	Subtotal Comm Dev Federal Grants	\$ 311,958	\$ -	\$ 311,958	\$ 127,680	\$ -	\$ 127,680	\$ 184,278	
10-4100	Total Federal Grants	\$ 3,497,499	\$ 1,738,230	\$ 1,759,269	\$ 3,175,027	\$ 1,675,822	\$ 1,499,205	\$ 260,064	
State Funding									
Transportation									
	Nebraska Environmental Trust	\$ 10,000	\$ 5,000	\$ 5,000	\$ 50,000	\$ 40,000	\$ 10,000	\$ (5,000)	
Community Development									
	Nebraska DED	\$ 115,000	\$ 6,750	\$ 108,250	\$ 111,650	\$ 6,750	\$ 104,900	\$ 3,350	
	Eppley Corridor Connector Study	100,000	100,000	-	100,000	100,000	-	-	
	Iowa COG Assistance	13,000	-	13,000	15,277	-	15,277	(2,277)	
	Subtotal Comm Dev State Funding	\$ 228,000	\$ 106,750	\$ 121,250	\$ 226,927	\$ 106,750	\$ 120,177	\$ 1,073	
10-4200	Total State Funding	\$ 238,000	\$ 111,750	\$ 126,250	\$ 276,927	\$ 146,750	\$ 130,177	\$ (3,927)	

Account Number		FY21			FY20			Increase/ (Decrease) FY20- FY21
		Gross Award	Less Pass Through/ Vendor Agreements	Net Award	Gross Award	Less Pass Through/ Vendor Agreements	Net Award	
	Local Funding							
	Transportation							
	RPA County Dues	\$ 5,590	\$ -	\$ 5,590	\$ -	\$ -	\$ -	\$ 5,590
	County Membership	\$ 398,228	\$ -	\$ 398,228	\$ 385,896	\$ -	\$ 385,896	\$ 12,332
	Administrative Fees on PL Contracts	14,600	-	14,600	14,600	-	14,600	-
	Subtotal General Local Funding	\$ 412,828	\$ -	\$ 412,828	\$ 400,496	\$ -	\$ 400,496	\$ 12,332
10-4300	Total Local Reveue	\$ 418,418	\$ -	\$ 418,418	\$ 400,496	\$ -	\$ 400,496	\$ 17,922
10-4305	TIP Fees	\$ 180,000	\$ 35,200	\$ 144,800	\$ 184,330	\$ 35,200	\$ 149,130	\$ (4,330)
10-4310	Match Contributions							
	CMAQ	\$ 37,000	\$ 31,000	\$ 6,000	\$ 25,000	\$ 21,000	\$ 4,000	\$ 2,000
	Sarpy PEL Study - Local Share FY21	130,000	130,000	-	25,000	25,000	-	-
	Traffic Data Services	8,000	8,000	-	8,000	8,000	-	-
	EDA- Recovery Coordinator Grant	48,570	-	48,570	-	-	-	48,570.00
	IA Mini Grant	-	-	-	40,000	40,000	-	-
	NE FY20 Mini Grant	25,000	25,000	-	25,000	25,000	-	-
	Eppley Corridor Connector Study	-	-	-	-	-	-	-
10-4310	Total Match Contributions	\$ 248,570	\$ 194,000	\$ 54,570	\$ 123,000	\$ 119,000	\$ 4,000	\$ 50,570
	Contracts							
	Transportation							
10-4405	Aerial Photography FY20 Flight	\$ 234,061	\$ 234,061	\$ -	\$ 1,015,573	\$ 1,015,573	\$ -	\$ -
	Greater Omaha Chamber - LRTP Technical Asst.	-	-	-	25,000	-	25,000	(25,000)
	Subtotal Transportation Contracts	\$ 234,061	\$ 234,061	\$ -	\$ 1,040,573	\$ 1,015,573	\$ 25,000	\$ (25,000)
	Community Development							
	Existing Community Development Contracts	\$ -	\$ -	\$ -	\$ 10,000	\$ -	\$ 10,000	\$ (10,000)
	Iowa COG - Workforce Development Inspections	6,000	0	6,000	-	-	-	6,000
	Valley Waterloo Housing Administration Income(NAHTF)	-	-	-	17,500	-	17,500	(17,500)
	Valley Waterloo Housing Administration Income	11,500	0	11,500	-	-	-	11,500
	HUD Mills Co. Disaster Resilience	30,000	0	30,000	-	-	-	30,000
	M&P - EDA	10,000	0	10,000	-	-	-	10,000
	Council Bluffs - EDA	25,000	0	25,000	-	-	-	25,000
	Mills County - RISE/EDA	17,500	0	17,500	-	-	-	17,500
	Projected Community Development Contracts	30,000	0	30,000	40,000	-	40,000	(10,000)
	CITIES Admin	7,500	0	7,500	5,250	-	5,250	2,250
	Council Bluffs Housing Trust Fund Admin	21,500	0	21,500	21,500	-	21,500	-
	CDBG Admin: Pott Co. Downtown Revitalization	12,000	0	12,000	30,000	-	30,000	(18,000)
	CDGB Admin: Hancock Sewer	-	0	-	5,000	-	5,000	(5,000)
	Blair - Dana Suites Project	20,000	0	20,000	-	-	-	20,000
	Pacific Junction Buyouts	225,000	0	225,000	-	-	-	225,000
	Blair Workforce Housing Administration Fees	5,000	0	5,000	7,500	-	7,500	(2,500)
	Subtotal Comm Dev Contracts	\$ 421,000	\$ -	\$ 421,000	\$ 136,750	\$ -	\$ 136,750	\$ 284,250

Account Number		FY21			FY20			Increase/ (Decrease) FY20- FY21
		Gross Award	Less Pass Through/ Vendor Agreements	Net Award	Gross Award	Less Pass Through/ Vendor Agreements	Net Award	
	Heartland 2050							
	2020 Census - Complete Counts Committees	\$ -	\$ -	\$ -	\$ 40,000	\$ -	\$ 40,000	\$ (40,000)
	Block talks/H2050 Community Assistance	-	-	-	2,500	-	2,500	(2,500)
		\$ -	\$ -	\$ -	\$ 42,500	\$ -	\$ 42,500	\$ (42,500)
10-4400	Total Contracts	\$ 655,061	\$ 234,061	\$ 421,000	\$ 1,219,823	\$ 1,015,573	\$ 204,250	\$ 216,750
	Forums							
10-4505	Heartland 2050 Summits	\$ 6,000	\$ -	\$ 6,000	\$ 6,000	\$ -	\$ 6,000	\$ -
10-4506	Heartland 2050 Speaker Series	4,000	-	4,000	4,000	-	4,000	-
10-4507	Site Visit Registrations	15,000	-	15,000	40,000	-	40,000	(25,000)
10-4502	Council of Officials Annual Meeting	\$ 5,000	\$ -	\$ 5,000	\$ 6,000	\$ -	\$ 6,000	\$ (1,000)
10-4501	Council of Officials Quarterly Meeting	1,400	-	1,400	1,400	-	1,400	-
	Total Forums	\$ 31,400	\$ -	\$ 31,400	\$ 57,400	\$ -	\$ 57,400	\$ (26,000)
	In-kind Match							
	Transportation							
	NE PL	\$ 86,571	\$ 86,571	\$ -	\$ 86,571	\$ 86,571	\$ -	\$ -
	IA PL	12,857	12,857	-	12,857	12,857	-	-
	STBG	-	-	-	-	-	-	-
	5310 Grants	188,930	188,930	-	223,768	223,768	-	-
	NE FTA	-	-	-	48,214	48,214	-	-
	Subtotal Transportation In-kind	\$ 288,358	\$ 288,358	\$ -	\$ 371,410	\$ 371,410	\$ -	\$ -
10-4510	Total In-kind	\$ 288,358	\$ 288,358	\$ -	\$ 371,410	\$ 371,410	\$ -	\$ -
10-4520	Investment Earning	\$ 15,000	\$ -	\$ 15,000	\$ 15,000	\$ -	\$ 15,000	\$ -
10-4540	Miscellaneous							
	Foundations - Heartland 2050	\$ 94,000	\$ -	\$ 94,000	\$ 87,000	\$ -	\$ 87,000	\$ 7,000
	Total Reveune	\$ 5,666,306	\$ 2,601,599	\$ 3,064,707	\$ 5,910,413	\$ 3,363,755	\$ 2,546,658	\$ 518,049
	Reserve Funding							
	Transit ROI	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Capital Funds Transfer	35,000	-	35,000	35,000	-	35,000	-
	Total Reserves	\$ 35,000	\$ -	\$ 35,000	\$ 35,000	\$ -	\$ 35,000	\$ -
	Total Available Funding	\$ 5,701,306	\$ 2,601,599	\$ 3,099,707	\$ 5,945,413	\$ 3,363,755	\$ 2,581,658	\$ 518,049

Account Number	FY21			FY20			Increase/ (Decrease) FY20- FY21
		Less Pass Through/ Vendor Agreements	Net Award		Less Pass Through/ Vendor Agreements	Net Award	
	Gross Award			Gross Award			
Summary by Department							
Transportation	\$ 3,972,120	\$ 2,459,649	\$ 1,463,901	\$ 4,632,330	\$ 3,221,805	\$ 1,410,525	\$ 53,376
Community Development	960,958	106,750	902,778	491,357	106,750	384,607	518,171
Heartland 2050	119,000	-	119,000	179,500	-	179,500	(60,500)
General	649,228	35,200	614,028	642,226	35,200	607,026	7,002
	\$ 5,701,306	\$ 2,601,599	\$ 3,099,707	\$ 5,945,413	\$ 3,363,755	\$ 2,581,658	\$ 518,049
						Change in Net Award	20%



Agreement No.	UK2005	
NTP Date		
Agreement Amount	CPFF	\$366,807

PROFESSIONAL SERVICES AGREEMENT

MPO PROJECTS

PRELIMINARY ENGINEERING SERVICES

OMAHA – COUNCIL BLUFFS METROPOLITAN
 AREA PLANNING AGENCY
 ALFRED BENESCH AND COMPANY
 PROJECT NO. PLM-1(57)
 CONTROL NO. 01001M
 SARPY COUNTY 1-80 INTERCHANGE PLANNING STUDY

THIS AGREEMENT is between the Omaha-Council Bluffs Metropolitan Area Planning Agency ("MPO") and Alfred Benesch and Company ("Consultant"), collectively referred to as the "Parties".

WITNESSETH

WHEREAS, State is authorized by state law to assist Metropolitan Planning Agencies with obtaining and expending federal funds for local planning projects, and

WHEREAS, State is presently assisting MPOs in the development of Federal-aid MPO planning projects, and

WHEREAS, MPO desires that this project be developed under the designation of Project No. PLM-1(57) and formally authorizes the signing of this Agreement, as evidenced by the Resolution of MPO dated _____ day of _____, 2020, attached as Exhibit "A" and incorporated herein by this reference, and

WHEREAS, MPO used a qualification based selection process to select Consultant to provide for the development of a Sarpy County I-80 Interchange Planning & Environmental Linkages Study, hereinafter referred to as "Services", and

WHEREAS, Consultant is qualified to do business in Nebraska and, if applicable, has met all requirements of the Nebraska Board of Engineers and Architects to provide the Services in the State of Nebraska, and

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

PROFESSIONAL SERVICES AGREEMENT

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.

NOW THEREFORE, in consideration of these facts and mutual promises, the Parties hereto agree as follows:

SECTION 1. DEFINITIONS

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

"MPO" for this Agreement MPO means Omaha-Council Bluffs Metropolitan Area Planning Agency.

"CONSULTANT" means the firm of Alfred Benesch and Company and any employees thereof, whose business and mailing address is 14748 W. Center Road, Suite 200, Omaha, Nebraska 68144.

"SUBCONSULTANT/SUBCONTRACTOR" means the firm of Hg Consult, Inc. and any employees thereof, whose business and mailing address is 9111 NE 9th Street, Kansas City, Missouri 64158.

"SUBCONSULTANT/SUBCONTRACTOR" means the firm of Patti Banks Associates, dba Vireo and any employees thereof, whose business and mailing address is 1111 N. 13th Street, Suite 116, Omaha, Nebraska 68131.

"SUBCONSULTANT/SUBCONTRACTOR" means the firm of Cambridge Systematics, Inc. and any employees thereof, whose business and mailing address is 1010 Station Landing, Suite 410, Medford, Massachusetts 02155.

"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>.

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“**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 MPO will issue Consultant a written Notice-to-Proceed upon 1) full execution of this Agreement, 2) MPO’s determination 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, MPO issued Consultant a Notice-to-Proceed and Consultant began work, MPO 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 required under this Agreement in a satisfactory manner by June 30, 2021. Costs incurred by Consultant after the completion date, are not eligible for reimbursement unless Consultant has received a written extension of time from MPO. 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 MPO may, upon request, constitute a basis for an extension of time.

SECTION 5. DURATION OF THIS AGREEMENT (SOW)

- 5.1 Effective Date – This Agreement is effective when executed by the Parties.
- 5.2 Expiration Date – This Agreement expires when the last of the following events is completed: The expiration of the Initial Duration, the expiration of any extension of the Initial Duration, and the waiver or completion of the project financial audit and cost settlement.
- 5.3 Initial Duration – The initial duration of this Agreement will be two years beginning upon full execution of this agreement and ending on March 1, 2022.
- 5.4 Extension of the Agreement - State may, in its sole discretion, extend the duration of this Agreement in writing, for an additional period of time up to, but not to exceed, one-half of the Initial Duration of the Agreement. State will notify Consultant of an extension to this Agreement approximately one month prior to the expiration of the Initial Duration of the Agreement.
- 5.5 Identifying Date – This Agreement may be identified by the date State signed the Agreement.
- 5.6 Termination or Suspension – State 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 MPO 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 Sarpy County 1-80 Interchange Planning Study for Project PLM-1(57), Sarpy County 1-80 Interchange, in Sarpy County, Nebraska. The Scope of Services ("Services") is outlined in Exhibit "B", attached and incorporated herein by this reference.
- 6.2 Exhibit "B" 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, as shown in Exhibit "B" and Fee Proposal document, as shown in Exhibit "C-F".

PROFESSIONAL SERVICES AGREEMENT

- 6.3 MPO 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 "G", attached and incorporated herein by this reference.

SECTION 7. STAFFING PLAN (PE)

- 7.1 Consultant has provided MPO with Staffing Plans, described in Exhibit "C" Consultants Fee Proposal and Exhibit's "D", "E" and "F" Subconsultants Fee Proposals. The Staffing Plans identify the employees of Consultant and Subconsultant who are anticipated to provide Services under this Agreement. Consultant understands that MPO are relying on key personnel from the Staffing Plan(s) to be primarily responsible for completing the Services under this Agreement. MPO 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 MPO.
- 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 "F".

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

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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 "C", and Subconsultants fee proposals are attached as Exhibits "D", "E" and "F" and incorporated herein by this reference.
- 10.2 The general provisions concerning payment under this Agreement are attached as Exhibit "G".

SECTION 11. CONSULTANT'S PERFORMANCE (MPO 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 MPO 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 MPO 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 MPO 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, MPO may conduct a Consultant Performance Evaluation based on the applicable foregoing performance categories. If MPO chooses to conduct a Consultant Performance Evaluation, MPO 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. MPO's remedies for substandard performance will apply even in the absence of a Consultant Performance Evaluation.

11.4 MPO'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 MPO. Further, Consultant shall reimburse MPO for any costs incurred by MPO for necessary remedial work. Consultant shall respond to MPO'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 MPO. If Consultant discovers errors, omissions, or negligence in its Services, Consultant shall notify MPO of the errors within three (3) business days. Failure of Consultant to notify MPO constitutes a breach of this Agreement.

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

If MPO requires Consultant to remedy any deficiencies in the Services, Consultant shall make such corrections at no additional cost to MPO. 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 MPO caused by Consultant's errors, omissions, or negligent acts without liability or expense to MPO. The rights and remedies of MPO provided herein are in addition to any other remedies provided by law.

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

12.1 Consultant agrees that MPO will rely on the professional training, experience, performance and ability of Consultant. Consultant agrees that examination by MPO, 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 MPO'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.

PROFESSIONAL SERVICES AGREEMENT

- 12.2 Consultant agrees that acceptance or approval of any of the services of Consultant by MPO or of payment, partial or final, will not constitute a waiver of any rights of MPO 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

MPO 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 MPO 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. MPO'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;

PROFESSIONAL SERVICES AGREEMENT

- I. 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 MPO 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 MPO 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 MPO 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 MPO 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 MPO. Failure to correct the deficiencies identified in a suspension will be grounds for termination of this Agreement.

14.4 Termination

If MPO 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.

PROFESSIONAL SERVICES AGREEMENT

14.5 Compensation upon suspension or termination

If MPO suspends the work or terminates the Agreement, Consultant must be compensated in accordance with the provisions set out in Exhibit "G", provided however, that in the case of suspension or termination for cause or for Consultant's breach of this Agreement, MPO 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, MPO may make the compensation adjustments set out in Exhibit "G".

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 MPO. Consultant shall deliver these documents to MPO at the conclusion of the project for inclusion in MPO's federal-aid file.
- 15.2 MPO 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 MPO's sole risk and without legal exposure or liability to Consultant.
- 15.3 Further, Consultant shall keep time sheets and payroll documents in Consultant's files for at least three years from the completion of final cost settlement by FHWA and project closeout by State.

SECTION 16. CONFLICT OF INTEREST LAWS

Consultant shall review the Conflict of Interest provisions of 23 CFR 1.33 and 49 CFR 18.36(b)(3) and agrees to comply with all the Conflict of Interest provisions in order for MPO'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 MPO 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

PROFESSIONAL SERVICES AGREEMENT

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 MPO 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 MPO 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 MPO 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 MPO 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. MPO 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 MPO] 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 MPO 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 MPO 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 MPO or State for any damages that may occur as a result of the unauthorized dissemination. Consultant agrees to hold harmless, indemnify, and release MPO or State from any liability that may ensue on the part of MPO or State for any unauthorized dissemination of any privileged or confidential information or documentation on the part of Consultant.

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

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, MPO 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 MPO 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 MPO 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 "H", 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 "H", with the following exception: Cambridge Systematics is exempt from Sections B. (10) and 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:

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If MPO's project involves more than one licensed professional engineer, MPO 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 MPO 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 MPO or State or such remedy as MPO 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,

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records, accounts, other sources of information, and its facilities as may be determined by MPO, 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 MPO, 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, MPO 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 MPO, 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 MPO or State enter into such litigation to protect the interests of MPO or State and, in addition, Consultant may request that the MPO, State and the United States enter into such litigation to protect the interests of the MPO, State and United States.

SECTION 28. SUBLETTING, ASSIGNMENT, OR TRANSFER

- 28.1 The Subconsultants will provide tasks for the Sarpy County I-80 Interchange Planning Study.
- 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 MPO is obtained.
- 28.3 At MPO'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-

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of-action against MPO 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).

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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.

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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

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- 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. MPO 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 Planning 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.

PROFESSIONAL SERVICES AGREEMENT

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

EXECUTED by Consultant this ____ day of _____, 2020.

ALFRED BENESCH & COMPANY
Jeffery A. Sockel

Senior Vice President

STATE OF NEBRASKA)
)ss.
SARPY COUNTY)

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2020.

Notary Public

EXECUTED by the MPO this ____ day of _____, 2020.

OMAHA – COUNCIL BLUFFS METROPOLITAN
PLANNING AGENCY
Greg Youell

Executive Director

Subscribed and sworn to before me this ____ day of _____, 2020.

Clerk

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION
Form of Agreement Approved for
Federal Funding Eligibility
Ryan Huff

Strategic Planning Manager

Date

EXHIBIT B: Scope of Services

Sarpy County I-80 Interchange Planning & Environmental Linkages Study

Metropolitan Area Planning Agency



Connect. Plan. Thrive.

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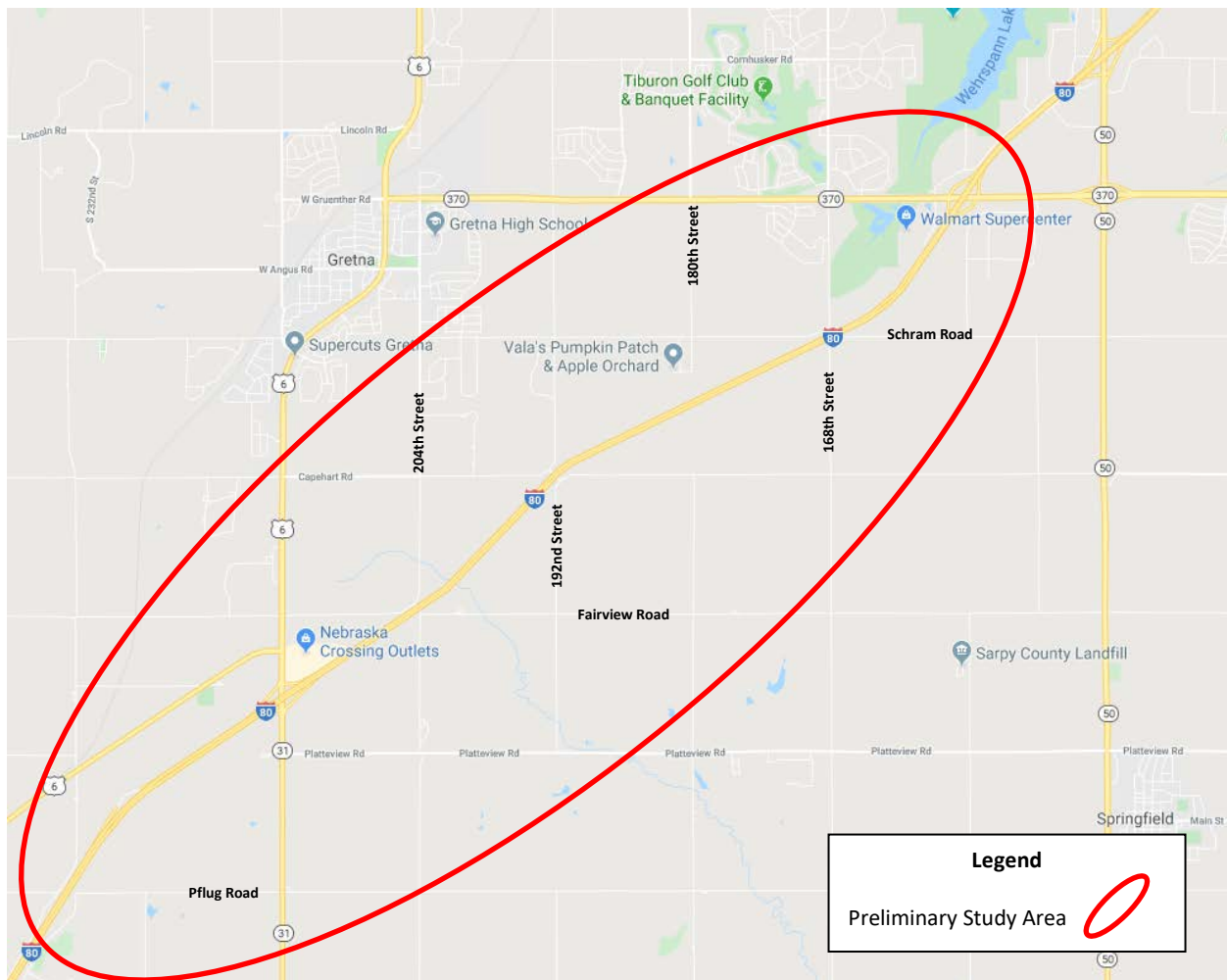
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INTRODUCTION AND STUDY OBJECTIVES

The below referenced scope of services represents effort to be performed in completion of the **Sarpy County I-80 Interchange Planning and Environmental Linkages (PEL) Study**. This study will prepare the Metropolitan Area Planning Agency (MAPA), its partners on this project (Sarpy County, the cities of Gretna and Papillion), and the Nebraska Department of Transportation (NDOT) for possible future transportation improvement projects, including National Environmental Policy Act (NEPA) documentation, on segments of independent utility within the defined study area.

An 'area of influence' (hereinafter referred to as the Study Area) has been defined as the area along I-80 from Pflug Road to just east of Nebraska Highway 370, with more emphasis approximately halfway between Nebraska Highway 31 and Nebraska Highway 370, in Sarpy County, Nebraska. The preliminary Study Area is presented below for purposes of this scope to identify the general areas for developing alternatives and evaluating improvements and impacts, and will be modified throughout the study, resulting the final Study Area which will be presented in the PEL Study.



Preliminary PEL Study Area

The PEL Study will identify and evaluate alternatives for an interchange (or interchanges) on I-80, or improvements to existing interchanges or local roadways, allowing for connections to the local roadway

network, as well as alternatives to utilize the existing bridges at 192nd Street and Capehart Road, 168th Street and Schram Road, 204th and Fairview Road, and Pflug Road as part of these transportation system improvement options.

The PEL Study will also consider the corridors of Nebraska Highway 370, Platteview Road, and Nebraska Highway 31 within the study area, including their connections to I-80 and one another, as well as evaluating potential improvements to these corridors, and ways to postpone (or accelerate) major improvements to one or all of them.

Attention will be given to existing and future comprehensive land use plans that affect the relocation or improvements of these corridors and the local roadway network, opportunities to harmonize adjoining or overlapping plans, and steps that may need to be taken to update these plans in accordance with Long Range Transportation planning efforts and to update funding mechanisms such as the Statewide Improvement Plan (STIP) or regional Transportation Improvement Plan (TIP).

Other issues to be considered will include current and future access to residential, commercial, industrial and distribution centers in the area, bicycle and pedestrian accommodations, impacts to transit corridors and railroads, and recommendations for interrelated and connected actions. Improvement alternatives will address future access needs, mobility, safety, system preservation, and redevelopment.

The PEL Study framework will incorporate the best practices and draw upon the following guidance documents:

- Linking the Transportation Planning and NEPA Processes: 23 CFR Part 450 Appendix A
- Guidance on Using Corridor and Subarea Planning to Inform NEPA: FHWA 2011
- FHWA PEL Questionnaire: FHWA
- PEL Guidance: Nebraska (*pending*)

The primary tasks of services to be provided to complete the PEL Study are broken down as follows:

- Task 1: Project Management and Coordination
- Task 2: Study Area Condition Assessment
- Task 3: Outreach and Public Engagement
- Task 4: Transportation Modeling and Traffic Analysis
- Task 5: Data Collection and Analysis
- Task 6: Statement of Purpose and Need
- Task 7: Land Use Scenario Planning
- Task 8: Evaluation and Screening Criteria
- Task 9: Alternatives Development
- Task 10: Alternatives Screening
- Task 11: PEL Study Documentation

The order in which the above tasks are completed may or may not correspond to the sequence of the task numbers in the scope of services. The Consultant expects that many tasks listed within the scope of services will be prepared concurrently by the project team in order to expedite the preparation of the PEL Study document and associated deliverables. Items of work may be listed in more than one task in the scope of services, solely for the purposes of clarification. It should not be assumed that this is an indication that the items of work must be performed multiple times. However, the results from any item of work may be incorporated into multiple tasks within the scope of services. The attached estimate of hours and costs provides further detail on the anticipated effort for each task required for this study.

Furthermore, there may be various task items that are best performed by MAPA or its project partners in order to facilitate better communication, reduce cost, or to gain greater public visibility. To the extent that these tasks have been identified and assigned during the scoping process, they have been assigned as such. If it becomes apparent during execution of the contract that tasks can be better performed by the project partners or the Consultant, efforts will be made to share these assignments equitably.

The inherent nature and characteristics of this Planning and Environmental Linkages Study may require adjustments and refinements in task efforts and deliverables as the study proceeds. Such revisions that can be incorporated into the work or performed as a tradeoff with other efforts that might be deleted or reduced in scope will be identified and negotiated between the Consultant and MAPA and would be documented as no-cost modifications to the scope. Preparation and execution of supplemental agreements will be required prior to performance of any requested work considered an additional service not included in the original scope of services or fee budget. The Consultant will not be compensated for additional services performed prior to written approval of a supplemental agreement. Written confirmation from MAPA of requested additional services and associated costs prior to formal execution of the supplement will formulate a basis for additional compensation under the supplement, if necessary, to accommodate the Consultant's progress towards meeting the schedule. Only additional services that are required due to changed or unforeseen conditions or due to a change in the specified deliverables will be considered for inclusion in a supplemental agreement. Additional effort required to complete specified tasks are not considered additional services and will not be compensated in a supplemental agreement.

MAPA or its project partners will provide or complete the following items or tasks (the format or extent of each is described in greater detail later in this scope):

- GIS base data (aerials, property lines, utilities, roadway network, among others)
- Existing and Future Traffic Data volumes
- Crash Data (if available)
- LIDAR elevation data (if available)
- As-Built Plans for existing freeway infrastructure (if available)
- Media interaction
- Website hosting
- Landowner notification and mailers
- Venues for workshops, public events, and progress meetings

1.0 PROJECT MANAGEMENT AND COORDINATION

The Consultant will develop and maintain a Project Management Plan and assume responsibility of comprehensive coordination among the major work groups, including environmental and socio-economic studies, traffic modeling, engineering, public involvement and others. Key aspects of the project will include progress reporting and a general outline of communications and data sharing among the study parties. Other project management responsibilities and efforts will include:

- Core Team Coordination
- Communication Protocol
- Technical and Community Advisory Groups Coordination
- Resource Agency Coordination
- Data Sharing Protocols
- Key Contact List, including Secondary Contacts
- Progress Meetings
- Decision Log / Action Item reporting
- Quality Review
- Budget and Cost Control
- Study Schedule and Progress Reporting

The PEL Study will be led and contractually managed through MAPA as the contracting agency implemented through close coordination with and oversight by the Core Team consisting of designated staff from MAPA, Sarpy County, the cities of Papillion and Gretna, and the Nebraska Department of Transportation (NDOT). A Technical Advisory Group (TAG) will be convened regularly consisting of designated staff from the Core Team, supplemented with staff from the Federal Highway Administration (FHWA), and others as suggested by the Core Team. The TAG will be called upon and convened at key decision points and milestones to review and provide input and comment on deliverables as directed by the Core Team throughout the duration of the study. In addition, a Community Advisory Group (CAG) will be convened at major milestones consisting of designated public and private representatives from within the Core Team jurisdictions expanded to include representatives from the adjacent municipal jurisdictions, possibly to include the cities of Springfield, Bellevue, LaVista, Omaha, and other public or private entities as directed by the Core Team. The TAG and CAG are discussed in greater detail in subsequent sections.

1.1 Project Management Plan

Consultant will prepare a Project Management Plan (PMP) documenting the work plan and general management coordination of the study activities. The PMP will:

- Include a work breakdown for each subtask described in this scope of services
- Identify the method for tracking budget and schedule for the duration of the project
- Establish key project contacts within the Consultant team and other stakeholders
- Establish Project Milestones
- Include a Quality Control Plan

Consultant will submit monthly cost and schedule reports with each monthly invoice to support project administrative monitoring. The original contract budget (and supplements if needed) will be referenced as the baseline against which status and progress are measured and reported.

1.2 Project Controls, Administration and Contract Administration

1.2.1 Schedule

Consultant will develop and prepare a project schedule and assign tasks. The schedule will list individual tasks described in the scope of services and identify key milestone dates. The project schedule will be maintained and updated as the study proceeds. The schedule will include anticipated review times by the Core Team and other appropriate reviewing agencies.

1.2.2 Invoicing and Progress Reporting

Consultant will prepare an invoice and submit it to MAPA following each month where there is activity on the project. The Consultant shall certify that subconsultants are paid in a timely manner. The Consultant will prepare and submit a monthly progress report including the following:

- The past month's activities and accomplishments by task
- Pending issues and decisions
- Budget status summary including percent of hours and dollars spent to date by subconsultants
- Schedule status summary
- Upcoming planned activities

1.2.3 Budget Tracking

Consultant will track the detailed project budget by task and report monthly related expenditures to date, total budget, and completion of deliverable tasks to date.

1.3 Data Sharing Protocols

Consultant will develop a document that outlines the protocols for data sharing, permissions, file naming, and information transfer, and will distribute to the Project Team and Core Team.

1.4 Kickoff Meeting

The Consultant will schedule, coordinate and facilitate a kick-off meeting with the Consultant team, the Core Team and FHWA. The intent of this meeting will be to discuss study goals, expectations related to project scope, overall schedule, the makeup of the TAG and CAG groups, and a discussion of expected study deliverables. Consultant will coordinate with MAPA to identify specific meeting attendees and the Consultant will be responsible for notifying the attendees.

1.5 Core Team Meetings

The Consultant team will meet regularly with the Core Team throughout the project. Meetings with the Core Team will be held monthly, depending on need, for up to 12 meetings. The Core Team meetings will typically be attended by the Consultant team's project manager and deputy project manager. Other project team members will attend based on the anticipated discussion at each meeting. The meetings will focus on the following topics:

- Activities completed since the last meeting
- Problems encountered or anticipated
- Late activities/activities slipping behind schedule
- Proposed solutions for unresolved or newly identified problems
- Schedule of upcoming activities
- Information on items required from other agencies
- Action items

1.6 Internal Project Team Meetings

This task includes weekly internal Consultant team meetings to coordinate staffing, work tasks, track schedule, and discuss other items that may arise during the execution of the contract. In addition, Consultant will schedule and conduct weekly telephone calls with project management staff from MAPA to provide general production status updates.

1.7 Technical Advisory Group Meetings

With assistance and input from the Core Team, Consultant will maintain a current contact list of jurisdictions and individuals who will serve and represent the Technical Advisory Group (TAG). In addition to review and input on key study deliverables, the TAG will be convened for up to six meetings throughout the duration of the study. Roles, responsibilities, and key milestone points requiring TAG input will be established in coordination with the Core Team and documented in the Project Management Plan.

1.8 Community Advisory Group Meetings

With assistance and input from the Core Team, Consultant will maintain a current contact list of jurisdictions and individuals who will serve and represent the Community Advisory Group. The CAG will be convened for three meetings as progress proceeds during the following major milestone tasks: Development of Purpose and Need; Development of the Initial Range of Alternatives; and Evaluation and Screening of Alternatives. Roles and responsibilities and input points from the CAG will be established in coordination with the Core Team and documented in the Project Management Plan.

1.9 Miscellaneous Meetings/Presentations

The Consultant will be available for four meetings with various entities and groups (e.g. NDOT leadership, Sarpy County Chamber of Commerce, city councils) to give presentations or meet on various topics throughout the PEL process. The Consultant Project Manager will also attend (with the Client Project Manager) up to eight monthly NDOT/FHWA process meetings to provide updates on the study.

Deliverables:

- Project Management Plan
- Project Budget
- Project Schedule
- Monthly Progress Reports
- Meeting Minutes and Action Items

2.0 STUDY AREA CONDITION ASSESSMENT

Using available existing data and supplemental data collected under **Task 5**, Consultant will assess the current conditions and characteristics in the Study Area as they relate to the transportation network, traffic, safety, built and natural environmental conditions, and land use and development characteristics and trends. The assessment will include any future approved development and programmed improvements and resulting conditions that would formulate the planning context and the basis for the No-Action Alternative. The assessment will document environmental resources and other characteristics within the Study Area that will be affected by the proposed alternatives.

2.1 Planning Context

Consultant will identify and collect available past and active agency planning studies and initiatives relevant to this study. A summary of the planning efforts will be developed to present an integrated overview of the future planning context for consideration and incorporation by this study. Consultant will identify, collect, and summarize relevant transportation and development/redevelopment project information to document current and proposed transportation projects and development activity that may influence project planning efforts from at least the following studies:

- *Transportation Funding Study for Douglas and Sarpy Counties* (2004) – MAPA
- *192nd/180th Street Corridor Study – Harrison to N-370* (2015) - Sarpy County
- *180th Street Interchange Concepts* (2004) – Sarpy County
- *Platteview Road Corridor Study* (2016) – MAPA
- *Flatwater Metroplex Sixty Mile Radius Study* (2004) – Joslyn Institute for Sustainable Communities (JISC), Nebraska Environmental Trust
- *Sarpy County Comprehensive Plan* (2017) – Sarpy County
- *Sarpy County Plan* (2005) – Sarpy County (Pflug Road interchange)
- *Sarpy County Trails Master Plan* (2017) – Sarpy County
- *Pflug Road Interchange EIS (Notice of Intent 2007)* – FHWA/NDOT/Sarpy County
- *Sarpy County Transit Study* (2017) – MAPA
- *Flatwater Metroplex Envisioning Regional Design Final Report* (2007) – JISC
- *Gretna Comprehensive Plan - Update* (2017) – City of Gretna
- *Nebraska Innovation Zone Commission Regional Comprehensive Plan* (2008) - NDOT
- *Sarpy County I-80 Interchange Assessment* (2017) - MAPA
- *Metro Omaha Beltway Feasibility Study* (2009) – MAPA
- *Papillion Comprehensive Plan - Update* (2019) – City of Papillion
- *Gretna Comprehensive Plan* (2009) – City of Gretna
- *Heartland 2050 and associated studies (Close the Gap, ConnectGO, Equity Profile)* – MAPA, Greater Omaha Chamber, SmartCities, et al.
- *Metro Area Travel Improvement Study (MTIS)* (2015-2019) – MAPA

2.2 Resource Agency Scoping/Coordination

Resource agency scoping activities will be conducted early to identify key issues and concerns to be evaluated by the study. The purpose of the meeting will be to review the broad goals for the study, provide a framework of the purpose and need, review the study schedule and an open solicitation for areas of concerns and opportunities for coordination and collaboration. Consultant will produce the meeting materials including, agenda and handouts, and will track comments and meeting minutes. It is

envisioned that NDOT's quarterly inter-agency meeting can be used to leverage the logistics and reduce costs rather than arranging a separate meeting for this purpose. If this is not possible, Consultant assumes that NDOT or MAPA will provide the venue and send invitations to the agencies.

In order to maintain compliance during future NEPA studies, those resource agencies that could become cooperating agencies in the future will be coordinated with and given a chance to comment on the development of the purpose and need, screening methodology, alternatives, and other key decisions, in conjunction with the lead federal agency, FHWA.

2.3 Transportation System Condition Assessment

An evaluation of the existing transportation system will be performed by the Consultant involving the identification, characterization and mapping of existing and planned components of the system within the Study Area, using data collected in **Task 5**. This task will identify the make-up of transportation markets served in the study area including major generators, commuter through traffic, freight, origin/destination characteristics, and transit.

Existing system conditions data collection will include:

- Highway Facilities (Interstate/NHS) – existing data on number of lanes, pavement condition, bridge condition and access locations, and substandard geometrics and service conditions.
- Pedestrian/Bike Facilities – type of facility, width, connectivity, and general ADA compliance
- Transit Facilities – bus stops, bus routes, stations, EV charging stations, and park-and-ride lots

Consultant will generally assess the safety and crash data obtained in **Task 5.1** to identify existing safety problems and issues.

2.4 Environmental and Land Use Condition Assessment

Consultant will conduct an environmental scan of the Study Area based on data collected in **Task 5**. The scan will examine and document existing environmental resource conditions including a summary of findings and critical issues, with supporting maps, figures and tables as necessary. Issues requiring further investigation and future processing will be identified. The list of critical environmental issues includes:

- Floodplains and floodways
- Wetlands
- Known archaeological sites
- Hazardous materials
- Historic buildings, sites and districts
- Wildlife Refuges or Management Areas
- Threatened and Endangered species (known locations or possible habitat)
- Public parks and recreational resources
- Socio-economic characteristics (land use, population, diversity)
- Sensitive Noise receptors (identification only, no modelling or measurements)
- Air quality (not including measurements)
- Environmental Justice or protected population areas

- Landfills and open dumps
- Public use Airports
- Water supply and wastewater treatment facilities, including public wells
- Power stations (or electrical substations)

2.5 Study Area Condition Assessment Report

2.5.1 Draft Study Area Condition Assessment Report

The findings of **Tasks 2.1 through 2.4** will be documented in a Study Area Condition Assessment Report, including:

- Summary of the planning context, resource agency scoping, and environmental and land use conditions.
- Description and assessment of transportation system including identification of areas of substandard features and safety operations.

The draft report will be distributed to the Core Team and the TAG for review and comment.

2.5.2 Final Study Area Condition Assessment Report

Consultant will review comments with the Core Team, address and incorporate comments, and submit the final Study Area Condition Assessment Report.

Deliverables:

- Draft Study Area Condition Assessment Report
- Final Study Area Condition Assessment Report
- Constraint Maps showing various environmental resources and infrastructure components

DOES NOT INCLUDE:

- Topographic surveys
- Utility Locates
- Wetland Delineations
- Archeological or Historic Structures Surveys
- Aerial photography or drone surveys
- Traffic Counts
- VISSIM modeling
- Phone surveys
- Phase 1 ESA field surveys
- Plant or Animal Species Surveys
- ROW or property assessments
- Noise measurements or modelling
- Geotechnical investigations
- Bridge condition assessments
- Pavement condition assessments

3.0 OUTREACH AND PUBLIC ENGAGEMENT

The Consultant team will engage all relevant stakeholders in a way that is consistent with MAPA's *Public Participation Plan (2019)*, bringing them together to discuss needs, assets, and priorities for the Study Area and surrounding vicinity. The effort will involve:

- Providing creative and effective means of connecting with stakeholders
- Balancing non-traditional and traditional engagement tools to ensure that as many community members are reached during the engagement timeframe as possible
- Building interactivity, consensus building, and informed consent into outreach activities
- Discussing needs, vision, and alternatives for addressing traffic concerns in the project area
- Measuring and evaluating engagement success
- Staffing and logistics coordination
- Utilizing a combination of print and digital materials to educate, inform, and engage the community

3.1 Public Involvement Plan

Consultant will develop a Public Involvement Plan that serves as the “playbook” for meaningful community participation. The plan will describe:

- Goals for awareness building and engagement.
- Central messaging for reaching the broadest possible audience, including, but not limited to, persons with Limited English Proficiency (LEP) and persons with disabilities.
- Development of outreach tools that inform and collect feedback from the community members.
- An implementation strategy that outlines deployment strategies and activities associated with outreach tool deployment and communications, along with timing and evaluation measures.
- A contact list of stakeholders, such as business and economic development representatives, property owners, community groups, project partners, and others from across the study area.

Consultant will implement the final public involvement plan in coordination with the Core Team (MAPA, NDOT, Sarpy County, Papillion, and Gretna) and FHWA.

3.2 Public Involvement Deployment

Consultant will work with MAPA staff and the project partners to prepare a package of materials for use during the project. Consultant will provide (written/oral) translation needs for general materials if requested, not to exceed one language in addition to English. Specific efforts and activities to be provided by Consultant will include:

3.2.1 Community Advisory Group Meetings

Working with a group of diverse community stakeholders (identified by the Core Team) who will serve as the project's Community Advisory Group (CAG), the Consultant will hold, staff, prepare presentation materials, and summarize three meetings with them. The first CAG meeting will involve a virtual tour of the study area and the group will explore the project purpose, needs, visioning, and opportunities. The second meeting will be an interactive workshop to present

possible alternatives. Visualizations of traffic models, alternatives, and land use concepts will be presented for feedback. The third meeting will outline the recommended alternatives and updated visualizations will be presented for comment. The Consultant will staff, prepare presentation materials, and summarize each meeting.

3.2.2 Public Meetings

To reach the various generations that make up the project area, the Consultant will hold, staff, prepare presentation materials, and summarize, three interactive public meetings. One meeting will be held immediately after each CAG meeting (on the same day), ideally during the later afternoon/early evening. As a result, the first will focus on developing the project purpose, needs, visioning, and opportunities. The second meeting will present the draft purpose and need, as well as present possible alternatives. The third meeting will outline the recommended alternatives. The Consultant will staff, prepare presentation materials, and summarize each meeting.

3.2.3 Email Marketing

The Consultant will develop up to six email marketing campaigns to provide notice of meetings and input opportunities. Each campaign will consist of a series of e-blasts. The Consultant will deploy them via an electronic service that monitors the open and click-through rates and those who unsubscribe during and after each campaign. The campaigns will focus on the CAG meetings, public meetings, and commenting opportunities.

3.2.4 Online Commenting

The Consultant will provide an online commenting survey to gather feedback for younger generations, busy families, and other stakeholders, and will coordinate online comment gathering, so that it corresponds with the public meetings and develop survey questions for it. Consultant will deploy the questions using Vireo's survey application, Digicate®. Survey Monkey may be used as an alternative. The Consultant will provide the final surveys as a URL (for digital needs) and PDF (for printing) and will coordinate with the Core Team and TAG to formulate responses if needed. Consultant will summarize the survey results and integrate them into planning recommendations. If appropriate, the Consultant will incorporate digital tools, such as Mentimeter, for crowdsourcing/real-time commenting and/or voting, into CAG and public meetings.

3.2.5 Social Media

Because there are nearly 100,000 people (aged 18 to 65+) on Facebook who self-identified as being located in Sarpy County, Nebraska, the Consultant will provide the Core Team with sample social media posts that they can share with their existing networks (Facebook, Twitter). The posts will focus on public meetings and commenting opportunities.

3.2.6 Press Releases

To keep local news outlets up to speed on the project, the Consultant will draft three press releases and provide them to the Core Team for review and comment. MAPA, Sarpy County, and the Cities will distribute the final releases to media contacts. Where possible, the Consultant will link the releases to electronic publications and high-quality imagery that the local news media can easily download and use for news coverage. The releases will focus on the public meetings and commenting opportunities.

3.3 Public Outreach Documentation

The Consultant will combine the summaries from the CAG and public meetings, online commenting, and social media comments into a consolidated public involvement summary that can be incorporated into the PEL Study document. The Consultant will provide a draft summary to the Core Team for review and comment and then finalize it.

Deliverables:

- Public Involvement Plan
- 3 CAG meetings and summaries
- 3 Public meetings and summaries
- Up to 6 email marketing campaigns
- 3 opinion surveys
- Social media content
- 3 official press releases
- Information for landowner notification (mailers to be sent by MAPA and Core Team)
- Consolidated public involvement summary

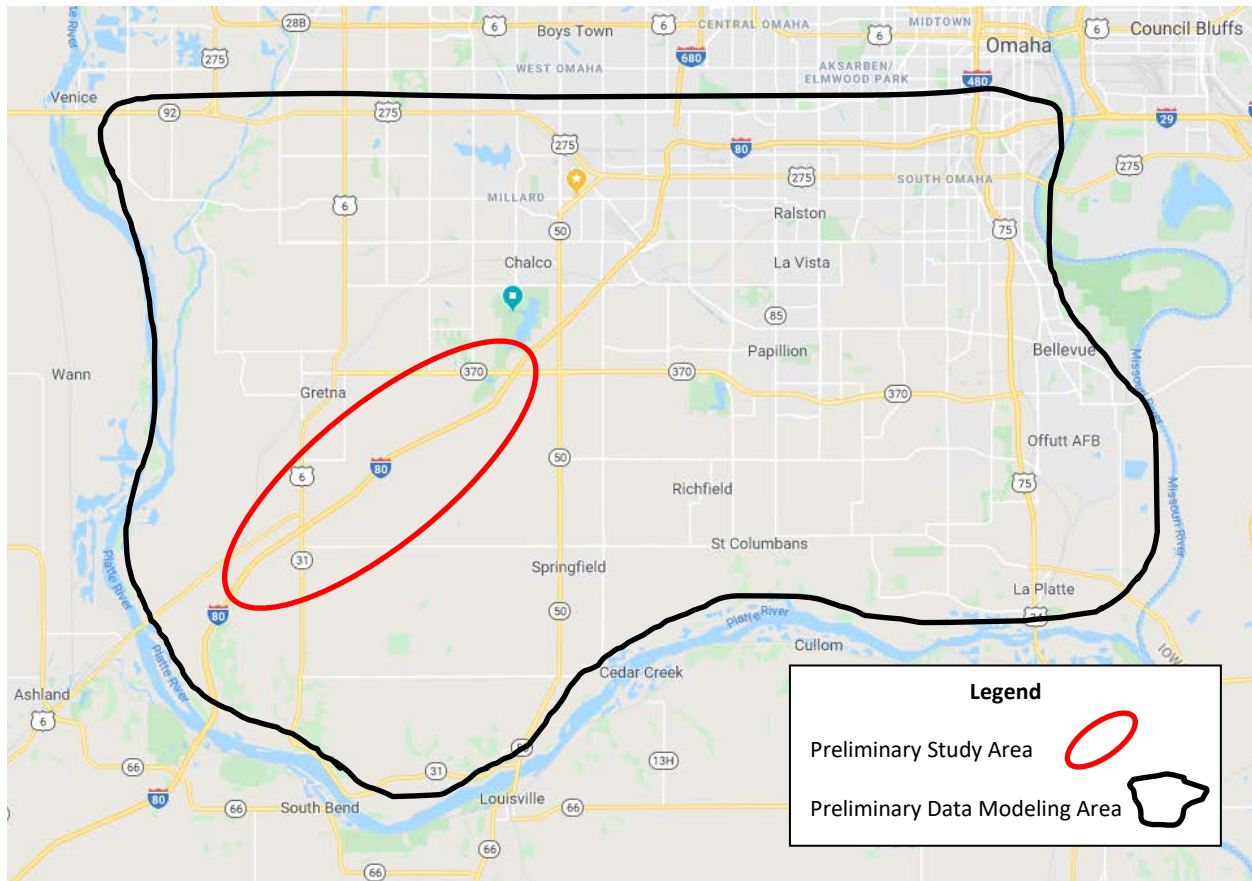
Assumptions:

- CAG members may include representatives from the Sarpy County Chamber of Commerce, Sarpy County Economic Development Corporation, Amazon, freight companies, Smart Cities, Offutt Air Force Base, and the Cities of Bellevue and Springfield.
- CAG meetings and corresponding Public meetings will be held back-to-back, on the same day.

4.0 TRANSPORTATION MODELING AND TRAFFIC ANALYSIS

This task will include efforts relating to travel demand model projections and traffic operations analysis. These efforts will involve taking a fresh look at MAPA's travel demand model within the study area and adjusting the model as needed, to better reflect travel conditions within the study area. It will also involve coding land use and network adjustments into the model that reflect key assumptions to be tested. Outputs of these forecasts will be used to evaluate traffic operations of the alternatives at the interchange location and network configuration level. The geographic extent of the modeling for this task is shown below as the preliminary Data Modeling Area, which is broad enough to include all expected input points on major travel corridors, as well as to document changes on major corridors as a result of the proposed improvements and interchange(s) studied.

This task will support **Task 10** and will include an assessment of existing conditions and future No-Actions conditions. The travel demand modeling will support the Level 2 screening of the Practicable Alternatives, and the traffic operations analysis will support the Level 3 screening of the Reasonable Alternatives.



Preliminary Data Modeling Area

4.1 Methods and Assumptions Document

Consultant will develop a methods and assumptions memorandum to document the travel demand modeling and traffic analysis assumptions and methodologies. The memorandum will be reviewed and

agreed upon by MAPA and Core Team/TAG members prior beginning travel demand forecasting and traffic analysis.

4.2 **Regional Travel Demand Modeling**

4.2.1 **Review Current MAPA Model**

Consultant will review MAPA's most recent calibrated travel demand model within the limits of the study area. The primary objective of this task is to ensure the model generates reasonable results for base and forecast year within the study area. The Consultant will summarize model results and compare to traffic count and cell phone data collected/assembled in **Task 5**. In addition, one or more sensitivity tests will be conducted to assess model convergence and overall reasonableness of model sensitivity in response to changes in model input.

Consultant will obtain land use data from the high/medium/low land use scenarios from **Task 7**, develop the travel demand data for inclusion into the model runs for the scenario at hand, and then provide the data to MAPA to update the Transportation Analysis Zones in the regional model.

Refinements or modifications to MAPA's model can be completed if needed and agreed by the Core Team and MAPA, upon request, but are outside the scope of services in this agreement.

4.2.2 **Model Post-Processing**

The Consultant will specify and use a post-processing method to process model outputs for this study. Several options for post-processing are available. The two most common methods include the following:

- **Offset approach.** In this approach, offsets between base year model volumes and observed traffic counts are computed for links in the study area. In the future year, the same offset is applied to the model forecasts.
- **Factor method.** In this approach, the ratio of observed traffic counts to base year model volumes is computed and multiplied by the model forecasts.

The main difference between the approaches is that the factor method assumes that errors in the model propagate forward into future years, while the offset approach assumes the error remains constant into the future. The factor method can be more difficult to use since large errors in the base year could lead to unreasonable post-processed forecasts in the future year.

4.2.3 **TDM Scenario Analysis**

After the Practicable Alternatives have been identified, the Travel Demand Model will be used to forecast roadway volumes and generate travel performance metrics. Each model run may include minor adjustments to land use data as well as network alignment updates. It is anticipated that the TDM will be used to examine three interchange locations that will be evaluated through the Level 2 screening defined in **Task 10**.

An additional two scenarios would be modeled to address possible network configurations that involve Platteview Road connections to I-80. Furthermore, if a single interchange between N-31 and N-370 cannot accommodate forecasted demand generated from the proposed land use scenarios,

one additional model run would be conducted within this area to assess a second interchange in the Study Area.

Consultant anticipates using a single land use scenario developed in **Task 7** (i.e. the mid-density scenario) to test the initial TDM scenarios in Level 2 screening, which will provide a consistent benchmark from which to evaluate the alternatives. If excess growth-related congestion is encountered during this phase, this assumption may be revisited and/or one of the other land use scenarios may be tested.

A variety of model outputs will be generated and reported as part of each model run. These outputs include the following:

- Link volumes
- Link level of service and/or volume-to-capacity ratios
- Regional and subarea vehicle miles traveled (VMT), vehicle hours traveled (VHT), and delay
- Maps showing link level information

Turning movement volumes at intersections will not be generated as part of this task. See Task 4.3.2 for a description of efforts related to turning movement volume generation.

4.3 Traffic Operations Analysis

4.3.1 Roadway Network Level of Service

Base Year Volume Scenario: Using the traffic volume scenarios developed from Task 4.2.1, Consultant will summarize the segment Level of Service (LOS) for the major streets located within the study area for the base year volume condition. The segment LOS will be determined using HCM methodologies. The primary segments that will be summarized are listed below¹:

- | | |
|--|---|
| • N-370 (I-80 to N-50) | • 168 th Street (North of N-370) |
| • N-370 (168 th to I-80) | • 168 th Street (Platteview Rd to Schram Rd) |
| • Schram Road (East of I-80) | • 192 nd Street (Capehart Rd to N-370) |
| • Schram Road (West of I-80) | • 192 nd Street (North of N-370) |
| • Capehart Road (East of I-80) | • 192 nd Street (Platteview Rd to Capehart Rd) |
| • Capehart Road (West of I-80) | • N-31 (I-80 to US-6) |
| • Fairview Road (East of I-80) | • N-31 (US 6 to Capehart Rd) |
| • Fairview Road (West of I-80) | • N-31 (Platteview Rd to I-80) |
| • Platteview Road (East of N-31) | • N-31 (South of Platteview Rd) |
| • 144 th Street (N-50) (South of N-370) | • US-6 (West of N-31) |
| • 144 th Street (N-50) (North of Springfield) | • Four Additional Corridors (TBD) |
| • 144 th Street (N-50) (South of Springfield) | |
| • 168 th Street (I-80 to N-370) | |

¹ It should be noted that these segments are those that will be placed on a map within the models and reported on as the output of the model. The number of segments does not have any bearing on the number of alternatives, scenarios or interchange configurations. These are simply the locations that will be used to compare variations in the traffic volumes for each scenario.

Alignment Options Levels of Service: Using the traffic volume scenarios developed from Task 4.2.3, Consultant will summarize the LOS for the major streets located within the study area for the future year volume condition. The segment LOS will be determined using HCM methodologies. The same segments for the base year volume conditions will be analyzed on a segment level condition. Results from this LOS analysis will be used in the Level 2 screening process.

4.3.2 Traffic Volume Development

Following the Level 2 screening, the Reasonable Alternatives to be studied further will be analyzed at the intersection level. Up to ten intersections will be evaluated. Consultant will review available turning movement counts at the ten agreed upon intersections provided by Sarpy County, MAPA and NDOT to develop the existing conditions analysis. The future volume scenarios will be obtained from the TDM for each alternative. The following traffic scenarios will be developed:

- Existing Condition
- Year 2045 No-Action
- Year 2045 Action Alternatives
 - Up to three interchange locations (between N-370 and N-31)
 - Up to two potential interchange/network configurations at each interchange location
 - Two land use growth scenarios per interchange/network configuration

The base year and future year volumes for the N-370 and N-31 interchanges with I-80 will be generated from available information from the Metro Area Travel Improvement Study (MTIS).

Using the traffic volume scenarios defined in the above sections, peak period turning movements will be developed for two land use growth scenarios per interchange in the PM commuter period. The results will be summarized on figures to be used for the intersection and interchange traffic analysis.

4.3.3 Existing Interchange Capacity Analysis

Existing interchange operations will be derived from the MTIS study for the N-370 and N-31 interchanges. If delays and levels of service are unavailable, additional interchange analysis may be required to compare build scenarios with base conditions. Additional analyses for these locations are not included in this scope of service.

4.3.4 Proposed Interchange Alternatives

Up to two proposed interchange configurations, at up to three locations, will be analyzed using the most likely land use growth scenarios for each location. Using the peak hour traffic volumes defined in Task 4.3.2, the proposed interchanges will be analyzed using FHWA's Capacity Analysis for Planning of Junctions (CAP-X) tool to evaluate interchange alternatives. This tool will allow the consultant to compare different alternatives at the planning level, based on volume to capacity ratios, to be used as part of the Level 3 screening of alternatives in **Task 10**.

4.3.5 Recommended Alternative(s) Capacity Analysis

Consultant will use either Synchro/Sim Traffic or Highway Capacity Software to provide detailed level of traffic operation to analyze and refine the recommended alternatives for the final PEL report. The traffic volumes developed in Task 4.3.2 will be used to evaluate how the alternative(s)

will operate with different land-use growth scenarios. This analysis will be used for the Level 3 screening.

4.4 Traffic Operations Report of Findings

4.4.1 Draft Traffic Operations Report of Findings

Consultant will prepare a draft report of findings of the traffic operations analysis documenting the No-Action condition, and potential operational conditions of the Reasonable Alternative scenarios. The analysis will focus of the planning level operation for the roadway network and intersection traffic operation for the key study intersections. The findings will be reported in the context of comparison with the No-Action alternative. The draft report will be distributed to the Core Team and the Technical Advisory Group for review and comment.

4.4.2 Final Traffic Operations Report of Findings

Consultant will review comments with the Core Team, address and incorporate comments, and submit the final Traffic Operations Report of Findings.

Deliverables:

- Methods and Assumptions Memorandum
- Travel Demand Model Methodology Technical Memorandum
- Calibrated Travel Demand Model (if any changes are made)
- Draft Traffic Operations Report of Findings
- Final Traffic Operations Report of Findings

Assumptions:

- No capacity analysis will be completed for the existing N-370 and N-31 interchanges with I-80, and the proposed interchange configurations for these locations will be those defined in MTIS.
- Existing and future volumes for the I-80 interchanges at N-370 and N-31 will be provided by MAPA or NDOT.

5.0 DATA COLLECTION AND ANALYSIS

This task includes the identification of sources and data collection needs to support all aspects of the PEL Study. Data needs include but are not limited to:

- Base Mapping
- Previous Studies and Plans
- Programmed Improvements
- Traffic and Safety
- Stakeholders List by Individual or Group
- Environmental and other pertinent regional data to be addressed in the PEL

5.1 Study Area Base Mapping

Consultant will collect base mapping information in the Study Area from available sources including aerial photography, USGS, and GIS data from the Core Team and other sources. Aerial-based project mapping will be prepared at scales suitable to depict alternatives by location and of sufficient detail to ascertain potential impacts to the adjacent and surrounding environment. GIS data will be inventoried by layer for reference and use by the Consultant team.

5.1.1 Utilities

Consultant will inventory available information on major utilities (existing and proposed) within the Study Area potentially affecting the existing and alternative strategy scenarios for the transportation system. Consultant will coordinate with major utility providers to obtain this information. This does not include a utility coordination meeting or any sub-surface utility locations (SUE).

5.1.2 Roadway Plans and Condition Ratings

Consultant will collect and inventory from NDOT and Sarpy County available as-built plans, bridge service ratings and pavement condition ratings for interstate bridges, freeways and principal arterials in the Study Area. Plans for roads directly connecting the freeway system along the project route will also be collected and inventoried. This task does not include performing pavement or bridge condition assessments. This data will be used to support the Transportation System Condition Assessment in Task 2.3.

5.1.3 Transit Operations Review

Available transit related studies that could be relevant to the development and analysis of alternatives as they relate to access and connectivity within the Study Area will be inventoried.

5.1.4 Traffic Data Review

Consultant will review the available traffic data provided by Sarpy County, NDOT, and MAPA. This data should include daily traffic volumes and peak period intersection turning movement counts for the proposed study segments and intersections. This task does not include conducting traffic counts.

5.1.5 Crash and Safety Data

Consultant will review available crash data provided by NDOT by numbers of crashes, and crash rates by intersection and highway segment within the preliminary study area.

5.1.6 Existing Traffic Operations Models

Consultant will obtain and review available previously developed traffic operational models from NDOT, MAPA, and Sarpy County. These previous models will provide a background for constructing new models to support this PEL study.

5.1.7 Non-Motorized Facilities

Consultant will collect data related to facilities and routes within the Study Area designated specifically for non-motorized transportation modes (e.g., bicycle and pedestrian).

5.1.8 Freight Traffic and Intermodal Access

Consultant will collect, analyze, and review vehicle classification count data to be provided by NDOT, MAPA, Iowa Department of Transportation, and others. The primary purpose of this task is to document truck traffic and its effects on transportation operations along the project route in the Study Area. Major freight generating facilities within the Study Area will be identified.

5.1.9 Land Use and Zoning Data

Consultant will identify existing and adopted land use and zoning classifications within the Study Area, including incorporated boundaries, and review land use forecasts by MAPA and local jurisdictions. Data to be collected will include commercial level platting information in critical areas and known planned developments within the Study Area. Consultant will assemble readily available planning information within the Study Area related to proposed land use. Such information will include publicly adopted studies and private land use planning as available through and shared by the identified stakeholders.

5.1.10 Social, Economic, and Demographic Data

Consultant will collect readily available data regarding social, economic and demographic characteristics within the Study Area. Data will include most recently published demographic reports and census data by MAPA. Data will also include future projections related to social, economic and demographic characteristics to the extent the data are readily available from public jurisdictions in the Study Area including MAPA and city and county sources.

5.2 Environmental Data

Consultant will collect, inventory and review available environmental databases within the Study Area to identify known constraints and potential impacts.

5.2.1 Wetlands

Consultant will obtain stream wetland and hydric soil information from Natural Resources Conservation Service (NRCS) offices, USGS and National Wetland Inventory (NWI) mapping. This task does not include performing wetland delineations.

5.2.2 Floodplains

Consultant will collect available floodplain information including approximate 100-year floodplain limits, using National Floodplain Insurance Program (NFIP) maps and identify regulatory floodways. Show floodway, floodway fringe and floodplain from NFIP maps on project mapping.

5.2.3 Threatened and Endangered Species

Consultant will contact the Nebraska Game and Parks Commission and the US Fish and Wildlife Service to obtain information on threatened and endangered species locations and natural features.

5.2.4 Public Lands

Consultant will identify potential Public Recreation and Wildlife Areas, or lands encumbered by Land and Water Conservation Funds (Section 4(f) and Section 6(f) properties).

5.2.5 Hazardous Materials Sites

Consultant will collect and review relevant information available in public and private files (CERCLIS, RCRA, LUST, and Nebraska Department of Environment and Energy (NDEE) hazardous materials list) on properties known or suspected of waste disposal and/or waste sources.

5.2.6 Cultural Resources

Consultant will review Nebraska SHPO, National Register of Historic Places (NRHP), Sarpy County Historical Society files and records, and any other appropriate agency for recorded archeological and architectural resources. Consultant will locate historic districts, structures and sites from the relevant lists on the composite environmental constraints mapping.

5.3 Supplemental Field Traffic Counts

The following tasks would be considered out of scope and would be completed only if requested.

Intersection Turning Movement Counts: If directed by MAPA and agreed upon by the Core Team, supplemental AM and/or PM peak period turning movements can be collected at intersections where traffic counts are not available.

Daily Traffic Volume Counts: If directed by MAPA and agreed upon by the Core Team, supplemental daily traffic volume counts can be collected along the existing street network where ADT traffic counts are not available.

Deliverables:

- Digital GIS Data Files as appropriate

6.0 STATEMENT OF PURPOSE AND NEED

Consultant will coordinate and engage with the Core Team and resource agencies through scoping meetings, public and stakeholder engagement, and traffic and travel demand activities to develop the PEL Study's statement of Purpose and Need. The Purpose and Need will be based on policies within *Heartland 2050*, MAPA's Long Range Transportation Plan (LRTP), the Metro Area Travel Improvement Study (MTIS), and other local planning documents, and will formulate the basis for identifying the needs for transportation improvements, defining goals and objectives of the PEL Study, and support development of a methodology for evaluating and screening alternatives.

6.1 Develop the Statement of Purpose and Need

Consultant will prepare a written narrative containing the statement of purpose and need for review and comment. The statement of Purpose and Need will formulate an "umbrella" statement for the study area, based on identification of needs and efficiencies. The statement will reflect the context sensitivity of the transportation needs within the study area to support the attainment of stated transportation goals by encouraging the consideration of land use, transportation, environmental and infrastructure needs in an integrated manner.

Consultant will develop a Statement of Purpose and Need for the transportation system improvements. Specifically, the statement will contain and address the following:

- Identify the visions and goals of the Core Team and stakeholders for the near and long-term future of the study area, and document points of disagreement and congruence.
- Refer to data identified in **Task 2** and **Task 4** regarding existing and expected deficiencies in the transportation system serving the study area to support compilation of system deficiencies.
- Reference the list of issues that resulted from contacts with stakeholders and general knowledge of the area to identify a list of key needs in the study area.
- Prepare and document a preliminary list of existing and anticipated deficiencies in the transportation system and the growth or changing needs in the study area.

6.1.1 Draft Statement of Purpose and Need

Consultant will prepare a draft Statement of Purpose and Need for distribution to the Core Team and the Technical Advisory Group for review and comment.

6.1.2 Final Statement of Purpose and Need

Consultant will review comments with the Core Team, address and incorporate comments, and submit the final Statement of Purpose and Need.

Deliverables:

- Draft Statement of Purpose and Need
- Final Statement of Purpose and Need

7.0 LAND USE SCENARIO PLANNING

Several different land use plans have been adopted by various jurisdictions that envision alternative futures for the planning area. The Land Use Scenario Planning effort outlined herein is intended to create a tool for jurisdictions to jointly pursue alternatives that are most consistent with existing plans, provide necessary coordination between existing plans, and identify opportunities and constraints for flexible implementation for accomplishing local goals and policies recognized in the adopted plans. This task will focus on creating three scenarios (i.e. low, medium, and high) that correspond to different levels of development intensity which would require varying corresponding traffic improvements and construction phasing.

The goal of this task is to use existing planning efforts to arrive at a series of possible outcomes or development scenarios and triggers (i.e. possible actions that would steer development toward one scenario or another). The scenarios would then be available to each jurisdiction as they make future land use decisions, ensuring to the extent possible, that these decisions take best advantage of the significant investment in transportation improvements that plan implementation may require.

7.1 Existing Land Use Conditions Analysis

Data in existing plans will be obtained from current available resources evaluated as part of **Task 2** and **Task 5**. This information will be analyzed and noted along with their implications in the Existing Conditions Memorandum. The Existing Conditions Analysis includes:

- Land Use
- Zoning
- Utilities and Infrastructure
- Transportation (all modes)
- Topography and natural resources
- Public Facilities
- Parks and Open Space

The Existing Conditions Analysis will identify areas of consistency within the various adopted plans and areas of inconsistency to be discussed further through the Public Involvement Process, or Stakeholder Visioning Process (explained further below).

7.2 Land Use Profile and Analysis

The Land Use Profile and Analysis will update other information related to the adopted plans that impact decisions related to transportation improvements. The analysis will highlight changes from previous studies and the implications of such changes to the future land use scenarios. The following issues will be evaluated:

- Planning Vision, Goals and Guiding Principles (from adopted plans noting consistencies and inconsistencies)
- General Demographic Characteristics (population, age, racial/cultural composition, educational attainment, and poverty status)

- Housing Characteristics (housing structures/units, housing occupancy/vacancy, home values, and age of housing structures)
- Household Characteristics (total households, size, type, income, monthly homeowner costs, and monthly renter costs)
- Employment Characteristics (employment status, occupation, industry, and class of worker)
- Commuting/Mobility Characteristics (commuting to work patterns, available vehicles per household)

The information developed in Tasks 7.1 – 7.2 will be shared and discussed in the first set of stakeholder and public meetings. The results of these discussions will be summarized in a memorandum of findings and lead to the creation of the Preliminary Land Use Scenarios Memorandum.

7.3 Stakeholder Land Use Visioning

Based on discussions with MAPA and NDOT, it is important to gather data and prepare a pathway for future land use planning document updates, as well as harmonize the vision for the area surrounding the new interchange(s), as well as make sure the proposed land uses and proposed infrastructure improvements are considered “consistent” with local land use plans. The Consultant proposes a series of efforts to gather this vision and document the path forward considering the recommended alternatives.

7.3.1 Visioning Interviews

Consultant will conduct interviews with community leaders (e.g. Planning Directors or Commission Members, Community Development Personnel, etc.) with knowledge or expertise relevant to the study area as identified by the Core Team and TAG. The interviews will be used to inform issues and opportunities surrounding the Study Area. Up to ten one-hour interviews will be conducted.

7.3.2 Visioning Workshop

Consultant will facilitate a half-day visioning workshop. The format, agenda, and all visual materials (compilation of land use and development plans to date, analysis mapping, graphics, and imagery) for the workshop will be prepared, and shared in draft form. The workshop will include sessions for the Core Team, TAG and CAG members, and other public officials, planning experts, or opinion leaders that the Core Team or MAPA recommends.

The workshop may include interactive exercises and will be designed to obtain consensus through a visioning process while understanding and prioritizing the opportunities, constraints, and discrepancies identified prior to and during the workshops. The result will be a list of measures of success for any land use approach at each of the three levels, low, medium, and high development density. This list will guide development of the conceptual land use scenarios. It is anticipated that the workshop will be held at a City Hall, or County Facility within the study area.

7.3.3 Visioning Summary

A memorandum will be prepared summarizing the process and findings. Photographs of the event and any displays will be provided for use in final deliverable as needed.

7.4 Preliminary Land Use Scenarios Memorandum

Preliminary land use scenarios will be developed based on the information generated above and the stakeholder and public discussion at the first round of meetings.

- Identification of study area vision, goals and guiding principles – the things the various jurisdictions can agree on.
- Land Use and Zoning – The Preliminary Land Use Scenarios Memorandum will identify three draft land use growth scenarios based on the concept of high, medium and low intensity. Key opportunity areas or triggers will be highlighted for each scenario.
- Key Development and Redevelopment Opportunities: The Preliminary Land Use Scenarios Memorandum will identify possible development opportunities within the study area that would impact generation of transportation modelling alternatives at the high, medium and low intensities. This is not a full economic analysis, but a feasibility approach based on feedback received to date.
- Conceptual Transportation networks (Roadways, Pedestrian and Trail) to support each of the draft land use scenarios.

The Preliminary Land Use Scenarios Memorandum will be shared in the second round of stakeholder and public meetings. Feedback and comment will be incorporated into the Final Land Use Scenarios Report.

7.5 Final Land Use Scenarios Report

The Preliminary Land Use Scenarios Memorandum will be revised based on one round of feedback and comment to result in the Final Land Use Scenarios Report, which will include:

- Land Use Development Scenarios at three intensities (high, medium and low) communicated in an illustrative plan and in narrative form. The development scenarios will include policy, land use and general transportation recommendations for each scenario. All scenarios will address the project purpose and need, goals, and vision established for the PEL Study.
- Recommendations broken down by jurisdiction for their use in updating local plans as a tool for implementation of the land use scenarios including conceptual timeline of key land use and development elements, funding opportunities, and administration strategies.
- Transportation Improvement Plan that graphically communicates the transportation facilities and phasing required to support the development scenarios and satisfy the overall projects' purpose and need.

The Final Land Use Scenarios Report will include all exhibits and memoranda, along with an executive summary to submit in the third round of stakeholder and public meetings. The report will be finalized based on one round of comment and feedback. The Core Team will provide feedback as a single set of review comments to be addressed before distribution of the final report.

Deliverables:

- Existing Conditions Memorandum
- Visioning Summary Memorandum
- Preliminary Land Use Scenarios Memorandum
- Final Land Use Scenarios Report

Assumptions:

- A full economic analysis of the study area will not be prepared.
- Aesthetics and Urban Design Enhancements will not be part of this task.
- Efforts in this task will include the no-action alternative for consistency in future NEPA analysis.

8.0 EVALUATION AND SCREENING CRITERIA

This effort will include development of a framework and procedures for identifying the Recommended Alternatives to be carried into subsequent NEPA studies and documents. Screening will be accomplished in three steps that use increasing levels of analysis to reduce the broad Initial Range of Alternatives to a set of Recommended Alternatives to be further evaluated.

The first level evaluation criteria will be based on the Purpose and Need, and other PEL Study goals identified in **Task 6**. The criteria developed will consider policies in *Heartland 2050*, performance metrics and targets defined in the MAP-21 Transportation Bill, and other resources identified in and other regional planning documents. The second level criteria will be based on how well the alternatives meet basic performance metrics for travel demand and overall transportation benefits, as described in **Task 4.2**. The third level criteria will focus on advanced performance metrics including benefits and costs, traffic operations described in **Task 4.3**, as well as their impacts to various socio-economic and environmental resources.

If certain criteria become less important or are not able to effectively discern between different alternatives and their effectiveness or their impact intensity, they may be subsequently modified following their development. However, the intent of this task is to develop and obtain agreement on the screening criteria prior to the development of the alternatives, as well as prior to the implementation of the screening process itself.

8.1 Performance Metrics

Consultant will develop and apply basic and advanced performance metrics and screening criteria to evaluate alternatives and strategies. The list of measures below is preliminary and is subject to potential revision determined from input from the Core Team and the study stakeholders.

8.1.1 **Transportation, Safety and Traffic Operational Effectiveness**

Consultant will develop measures to comparatively determine how each alternative may address transportation demand, safety, traffic capacity, and operational deficiencies and needs as identified in the Purpose and Need.

8.1.2 **Land Use Consequences, Impacts and Opportunities**

Consultant will develop measures to comparatively determine how each alternative will affect accessibility, mobility, connectivity and land use/economic development potential in the study area (i.e. indirect and cumulative impacts). Some transportation network alternatives are anticipated to affect land use considerations, while some land use and urban design alternatives are anticipated to affect the transportation network. Corresponding land use opportunities and implications will then be assessed and compared.

8.1.3 **Financial Analysis and Economical Feasibility**

Consultant will develop measures to compare the alternatives in terms of whether the benefits and economic development opportunities are commensurate with the costs. This analysis will also consider the availability of funds for construction and operation, the anticipated economic development benefits and strategies associated with each scenario, and the anticipated equity (i.e., the distribution of costs and benefits).

8.1.4 Environmental Impacts

Consultant will develop measures to compare the alternatives in terms of impacts on environmental resources and feasibility as they relate to environmental issues and regulations. Resources to be considered in this evaluation will include but may not be limited to floodplains, water quality, air quality, noise, historical and cultural resources, hazardous waste, and public lands.

8.1.5 Socio-Economic Impacts

Consultant will develop measures and evaluation factors to compare the alternatives as they relate to impacts to displacements, property values, neighborhoods, and environmental justice.

8.1.6 Conformity with Current and Future Planning Goals and Policies

Consultant will develop measures and evaluation factors to compare the alternatives as they relate to conformance with local and regional planning goals and policies.

8.2 Screening Criteria Memorandum

8.2.1 Draft Screening Criteria Memorandum

Consultant will prepare a draft Screening Criteria Memorandum to document the methodologies and performance metrics to be applied in the study. Consultant will distribute the memorandum to the Core Team and the Technical Advisory Group for review and comment.

8.2.2 Final Screening Criteria Memorandum

Consultant will review comments with the Core Team, address and incorporate comments, and submit the final Screening Criteria Memorandum.

Deliverables:

- Draft Screening Criteria Memorandum
- Final Screening Criteria Memorandum

9.0 ALTERNATIVES DEVELOPMENT

The Consultant will develop alternatives based on the initial input from MAPA and the project partners, TAG and CAG input, as well as public involvement. Alternatives may come from other previous studies and planning documents or may be developed during the initial stages of the PEL study. The alternatives will be developed at increasing levels of detail and will be evaluated and screened using criteria explained elsewhere in this scope of services.

- **Initial Range of Alternatives** – brainstormed without bias and with just enough information to ascertain if the alternative meets the Purpose and Need developed in **Task 6** (Level 1 screening).
- **Practicable Alternatives** – developed at a network level of detail (i.e. lines on a map) to evaluate their effectiveness in meeting basic performance metrics developed in **Task 8**, and by the transportation demand modeling efforts explained in **Task 4.2** (Level 2 screening).
- **Reasonable Alternatives** – developed at a greater level of detail (i.e. corridors with approximate roadway widths, general roadway configurations, and anticipated connections to local roadways) to be screened using advanced performance metrics developed in **Task 8** and by the traffic operations and capacity analysis explained in **Task 4.3** (Level 3 screening).
- **Recommended Alternatives** – refined at a higher level of detail to include number of lanes and configurations of intersections subject to a Value Planning Workshop explained in **Task 10**.

9.1 New Interchange Location(s) and Configurations

Consultant will identify various interchange and other transportation improvement alternatives that may address the problems identified in the Purpose and Need. These alternatives will focus first on the connection points for various local roadways and highways, and then will investigate possible interchange types and configurations, with emphasis on the differences between the varying development scenarios (i.e. residential development vs. major distribution center development), as well as possible options to development expansion plans or phased implementation of improvements, tied to certain development triggers.

It is anticipated that options considered for a new interchange will include locations within the vicinity of 192nd and Capehart Road, as well as other locations nearby.

Consultant will illustrate up to three interchange locations at the conceptual level to be considered as Practicable Alternatives. These concepts will be completed in CAD using available base mapping and aerials imagery from Sarpy County. LIDAR data files (if available) would be utilized to evaluate the vertical elements of the configurations. As described in **Task 4.2**, these interchange locations would be identified for the Practicable Alternatives advancing beyond Level 1 screening (i.e. Purpose and Need) and would be further developed with enough detail to be evaluated in the Level 2 screening using basic performance metrics developed in **Task 8**, and the transportation demand methodology in **Task 4.2**. The Practicable Alternatives would account for various major roadway connections including Platteview Road.

For those alternatives advancing past Level 2 screening (i.e. Reasonable Alternatives), they would be developed further with enough detail to be evaluated using the advanced criteria developed for Level 3

screening. These configurations would account for roadway priority and connectivity and would illustrate possible intersection types at the ramp terminals. At those locations with an existing I-80 bridge, interchange configurations may be developed to utilize existing infrastructure (i.e. Pflug Road, Fairview Road, Capehart Road, and Schram Road). Ramp access to I-80, bridge widening or modifications, and other ways to utilize these existing resources would be considered. It is anticipated that up to two interchange configurations at up to three interchange locations would be developed at this level of detail. These alternatives would then be screened during Level 3 using the traffic operations and capacity analysis described in **Task 4.3** and the advanced performance metrics described in **Task 8**.

9.2 Arterial Roadway Network Layout

For the Reasonable Alternatives, consultant will provide illustrations of proposed arterial roadway networks and identify possible options to connect local roads to the three interchange locations developed in **Task 9.1**. Up to two variations of the arterial roadway network will be developed for each of the three interchange locations. The street classification, number of lanes, and preliminary intersection locations would be developed within this task. The arterial roadway network will be completed in CAD using available base mapping and aerials imagery from Sarpy County. LIDAR data files (if available) would be utilized to evaluate the vertical elements of the configurations. These network layouts would be used in Level 3 screening.

9.3 Alternatives and Strategies Developed

9.3.1 Draft Alternatives and Strategies Memorandum

Consultant will prepare a draft Alternatives and Strategies Memorandum that explains the alternatives developed and distribute the memorandum to the Core Team and the Technical Advisory Group for review and comment.

9.3.2 Final Alternatives and Strategies Memorandum

Consultant will review comments with the Core Team, address and incorporate comments, and submit the final Alternatives and Strategies Memorandum.

Deliverables:

- Draft Alternatives and Strategies Memorandum
- Final Alternatives and Strategies Memorandum

Assumptions:

- Approximately 8-10 Practicable Alternatives will be developed
- Approximately 3-6 Reasonable Alternatives will be developed
- Data from the MTIS studies regarding prior planning efforts and modal analysis will be included and briefly discussed in this task.

10.0 ALTERNATIVES SCREENING

In coordination with the Core Team, the Initial Range of Alternatives and strategies will be evaluated and screened by the Purpose and Need developed in **Task 6**, transportation demand modeling data and traffic operations analysis performed in **Task 4**, and screening criteria established in **Task 8**. The screening process will involve three steps with increasing levels of analysis to reduce the broad range of alternatives to a set of alternatives to be further evaluated at a higher level of detail, and ultimately result in a range of Recommended Alternatives to be advanced beyond this study.

10.1 Level 1 Screening

The purpose of the Level 1 screening is to eliminate the apparently unfeasible alternatives as agreed upon by the Core Team and alternatives that do not meet the Purpose and Need developed in **Task 6**. Alternatives deemed to be impractical, too costly, or redundant with more suitable alternatives will be documented and eliminated at this level. The results of the Level 1 screening will be a set of Practicable Alternatives that can be carried into the Level 2 screening.

10.2 Level 2 Screening

Level 2 will evaluate and screen the Practicable Alternatives for their transportation benefits and basic performance metrics developed in **Task 8**. The evaluation for each alternative will include applying TDM model data from **Task 4.2** to determine the extent to which alternatives may perform better than others. The results of Level 2 screening will be a set of Reasonable Alternatives that can be carried into Level 3 screening.

10.3 Level 3 Screening

Level 3 will evaluate and screen the Reasonable Alternatives. The evaluation for each alternative will include development of conceptual alignments, typical sections, cost estimates, and environmental and land use impacts. The Reasonable Alternatives will be evaluated and screened by application of the methodology and advanced performance metrics established in **Task 8** including environmental and land use impacts, cost benefits, conformity with land use plans, and traffic operations completed in **Task 4.3**. Following the Level 3 screening, a Value Planning Workshop will be scheduled (described below) to refine the Recommended Alternatives for further study.

10.4 Value Planning Workshop

Consultant will conduct a Value Planning workshop with the Core Team and the TAG to refine the Recommended Alternatives advancing from the Level 3 screening. The workshop will be scheduled after the second public input meeting and after the Recommended Alternatives have been identified. The Value Planning Workshop will focus on cost, performance, and acceptance. Through this process, one or more alternatives, in addition to the No-Action, could be recommended for further study.

The outcome of this task will be a set of Recommended Alternatives and strategies with planning-level details and cost estimates, and with enough detail to be carried forward into future NEPA analysis. The logical termini for the recommended alternatives will be defined to establish segments of independent utility where feasible to support independent NEPA classifications and actions.

10.5 Alternatives Screening Documentation

10.5.1 Draft Recommended Alternatives Memorandum

Consultant will prepare a draft Recommended Alternatives Memorandum and distribute to the Core Team and the Technical Advisory Group for review and comment. This memorandum will include descriptions of each screening level and how and why alternatives were either eliminated or advanced. This document will be incorporated into the final PEL Report, explained in **Task 11**.

10.5.2 Final Recommended Alternatives Memorandum

Consultant will review comments with the Core Team, address and incorporate comments, and submit the final Recommended Alternatives Memorandum.

Deliverables:

- Level 1, 2, and 3 Evaluation Matrices
- Draft Recommended Alternatives Memorandum
- Final Recommended Alternatives Memorandum

11.0 PEL STUDY DOCUMENTATION

The Consultant will prepare a PEL Report that will describe the objectives, alternatives, and findings developed within this study. The PEL Report will be a technical summary of the engineering and environmental considerations, assumptions, analysis methodologies and illustrations of the final recommended alternatives and implementation considerations. Included in the report will be the NEPA Implementation Plan and responses to the FHWA PEL Questionnaire. The objective of the study will be to receive an acceptance letter from FHWA.

11.1 Draft PEL Report

A draft PEL Report will be prepared by the Consultant for review and comment. One set of consolidated comments will be received from the Core Team for incorporation into the final document.

The PEL Study report will include the following chapters which may be subject to revision as directed and approved by the Core Team:

- Executive Summary
- Methodology and Data Sources
- Introduction and Purpose and Need Statement
- Alternatives Development and Screening
- Transportation Impacts
- Environmental Impacts
- Land Use and Land Use Planning Impacts
- Economic Development Impacts
- Agency Coordination and Public Involvement

11.2 Draft NEPA Transition Plan and FHWA PEL Questionnaire

The Consultant will prepare a strategic plan for identifying segments of independent utility and probable NEPA classifications for the recommended alternatives to be carried forward for subsequent NEPA analyses. The Consultant will review the FHWA PEL Questionnaire to determine what information is available to carry into the NEPA process, and how subsequent NEPA studies can be appropriately scoped to include any follow-on steps identified in the Questionnaire. Components of the PEL Study report to be addressed in the Questionnaire will include:

- **Agency Scoping**
 - How the PEL methodology should be presented in NEPA.
 - What steps should be taken with each agency during NEPA scoping.
 - Whether any unresolved issues exist with the public, stakeholders, or agencies.
 - How to use PEL study information when coordinating with agencies and the public during the NEPA process.
 - Critical issues identified in the PEL study that need consideration in the NEPA process.

- **Purpose and Need**
 - What steps will need to be taken during the NEPA process to convert the PEL study vision/purpose and need into a project-level purpose and need statement(s).
- **Recommended Alternatives to be Brought Forward**
 - Which project alternatives should be brought forward into NEPA and why.
- **Environmental Analysis and Mitigation**
 - Which resource issues need to be considered during NEPA.
 - Which environmental resources were evaluated in the PEL study and why, and how environmental resource data will be supplemented during the NEPA process.
 - Which environmental resources were not evaluated in the PEL study and why, and whether they should be reviewed during the NEPA process.
 - Mitigation strategies that should be analyzed during NEPA.

The plan will also include planning-level analysis and recommendations for potential funding and financing strategies for future improvements recommended in the PEL Study.

A draft NEPA Transition and Documentation Report will be prepared by the Consultant for review and comment. The NEPA Transition and Documentation Report will be a technical summary of the engineering and environmental considerations, assumptions, analysis methodologies and illustrations of the recommended alternatives and implementation considerations. The Consultant will also complete the FHWA PEL Questionnaire for documentation of the PEL Study and for use with the future NEPA actions. A draft questionnaire will be submitted with the draft PEL report for review and comment.

11.3 Final PEL Report, NEPA Transition Plan and FHWA PEL Questionnaire

Based on comments, a final PEL Report, NEPA Transition Plan and FHWA Questionnaire will be prepared by the Consultant for submission to FHWA by the Core Team. The Consultant will assist the project sponsors with the presentation of the final PEL Report to agency leadership, project partners and key stakeholders, as requested.

Deliverables:

- Draft PEL Report
- Draft NEPA Transition Plan
- Draft FHWA PEL Questionnaire
- Final PEL Report, NEPA Transition Plan and FHWA PEL Questionnaire

12.0 DEFINITIONS AND TERMS

Preliminary PEL Study Area: Detailed condition assessment, preliminary corridor for potential interchange alternatives, subject to change based on development of alternatives and stakeholder/public involvement.

Preliminary Data Modeling Area: Overall travel modeling area, captures input data for traffic operations, area in which travel patterns may be affected by proposed changes in the Study Area.

Core Team: Consists of primary representatives of MAPA, Sarpy County, Cities of Papillion and Gretna, and NDOT. The Core Team will meet regularly (at least monthly) to discuss project progress and make key decisions.

Technical Advisory Group: Consists of the Core Team with additional representation from each of their agencies/staff to provide technical guidance on various topics (traffic, planning, economics, design). Also includes additional staff from NDOT and FHWA.

Community Advisory Group: Consists of designated representatives from the Core Team jurisdictions expanded to include representatives from the adjacent municipal jurisdictions, possibly to include the cities of Springfield, Bellevue, LaVista, Omaha, and other public or private entities as directed by the Core Team.

Consultant: Alfred Benesch and Company and its subconsultants (Hg Consult, Vireo, and Cambridge Systematics)

Resource Agency: Federal, State, and local agencies with primary responsibility for natural resources, including the United States Army Corps of Engineers, United State Fish and Wildlife Service, United States Environmental Protection Agency, Nebraska Game and Parks Commission, Nebraska Department of Natural Resources, Nebraska Department of Environment and Energy, Papio-Missouri River Natural Resources District, among others.

Initial Range of Alternatives: Those alternatives presented by MAPA or the Project Partners, Consultant, Agencies, or the Public that have a basic proposition to address some or all of the problems in the Study Area, but have not been vetted to determine if or how much they meet the components of the Purpose and Need statement of the project.

Practicable Alternatives: Those alternatives that meet the Purpose and Need and are capable of being done within the realm of possibility but have not been validated for basic performance metrics.

Reasonable Alternatives: Those alternatives that meet the Purpose and Need, are capable of being done, that meet basic performance metrics and present logical solutions to the problems at hand.

Recommended Alternatives: Those alternatives meeting Purpose and Need, are capable of being done, meet basic and advanced performance metrics, present logical solutions, and have relatively fewer resource impacts than others. The recommended alternatives will be refined for further study using a Value Planning Methodology that focuses on performance, cost and acceptance

Staffing Plan (CPFF)

Project Name: Sarpy County I-80 Interchange Planning Study

Project Number: PLM-1(57)

Consultant: Alfred Benesch and Company

Control Number: 01001M

Consultant PM: Craig Mielke

Date: January 23, 2020



#	Code	Classification	#	Code	Classification
1	PR	Principal	6	DES	Designer
2	PM	Project Manager	7	TECH	Technician
3	SENG	Sr. Engineer	8		
4	ENG	Engineer	9	ENV	Enviromental Scientist
5			10		

Overhead Rate ^[1]
161.09%
Fee for Profit Rate ^[2]
12.60%
FCCM (if applicable)
0.68%

BLENDED RATES TABLE

Template: T-WB-Generic Fee Proposal (rev 11-07-2019) CPFF

Employee Name	Job Title & Certifications ^[3]	Current Actual Salary Rate/Hr ^[4]	% Assigned
Principal			
Mike Gorman, PE	Project Principal	\$96.00	100%
	Blended Rate:	\$96.00	
Project Manager			
Craig Mielke, PWS	Group Manager, Environmental Scientist	\$56.00	100%
	Blended Rate:	\$56.00	
Sr. Engineer			
Jim Jussel, PE, PTOE	Project Manager II, Traffic Engineer	\$58.60	100%
	Blended Rate:	\$58.60	
Engineer			
Pat Kastl, PE	Project Manager II, Roadway Engineer	\$58.50	60%
Chris Hennings, PE	Project Manager, Roadway Engineer	\$47.00	40%
	Blended Rate:	\$53.90	
Designer			
Jessica Iszczyszyn	Design Engineer - Traffic	\$33.20	100%
	Blended Rate:	\$33.20	
Technician			
Tracy Salisbury	Technologist II	\$29.00	100%
	Blended Rate:	\$29.00	
Enviromental Scientist			
Zach Kresl	Project Scientist II	\$37.00	100%
	Blended Rate:	\$37.00	

Consultant's Estimate of Hours

Project Name: Sarpy County I-80 Interchange Planning Study
Consultant: Alfred Benesch and Company
Consultant PM: Craig Mielke
Date: January 23, 2020

Project Number: PLM-1(57)
Control Number: 01001M

TASKS	PERSONNEL CLASSIFICATIONS									
	PR	PM	SENG	ENG		DES	TECH		ENV	Total
I. Project Management	6	162	20						8	196
1.1. Project Management Plan		16								16
1.2. Project Controls and Administration		12								12
1.3. Data Sharing		8								8
1.4. Kickoff Meeting	4	12	8						8	32
1.5. Core Team Meetings		12								12
1.6. Internal Meetings		52	12							64
1.7. Technical Advisory Group (coord. and management) - mtgs below		24								24
1.8. Community Advisory Group (coord. and management) - mtgs below		12								12
1.9. Miscellaneous Meetings	2	14								16
II. Study Area Condition Assessment		32	12						52	96
2.1. Planning Context		8							16	24
2.2. Resource Agency Scoping		8							8	16
2.3. Transportation System Assessment			12							12
2.4. Environmental and Land Use Assessment		8							12	20
2.5. Reporting		8							16	24
III. Outreach and Public Engagement		32	12						20	64
3.1. Public Involvement Plan		8								8
3.2.1 Deployment - CAG meetings									12	12
3.2.2 Deployment - Public Meetings		12	12							24
3.2.3-3.2.6 Deployment - Email, Online, Social Media, Press Releases		8								8
3.3. Documentation		4							8	12
IV. Transportation Modeling and Traffic Analysis			60			64			16	140
4.1. Methods and Assumptions			12							12
4.2. Regional Travel Demand Modelling			12							12
4.3. Traffic Operations Analysis			20			64			16	100
4.4. Reporting			16							16
V. Data Collection		8							40	48
5.1. Study Area Base Mapping		4							20	24
5.2. Environmental Data		4							20	24
VI. Purpose and Need	2	32	8							42
6.1. Develop P&N	2	16	8							26
6.2. Documentation of P&N		16								16

TASKS	PERSONNEL CLASSIFICATIONS									
	PR	PM	SENG	ENG		DES	TECH		ENV	Total
VII. Land Use Scenario Planning		24							8	32
7.1. Existing Conditions Analysis									4	4
7.2. Land Use Profile									4	4
7.3. Stakeholder Land Use Visioning		8								8
7.4. Preliminary Land Use Scenarios Memorandum		8								8
7.5. Final Land Use Scenarios Report		8								8
VIII. Screening Criteria Development	2	40	24						16	82
8.1. Performance Metrics	2	24	16						16	58
8.2. Screening Criteria Memorandum		16	8							24
IX. Alternatives Development		28	64	48			40		12	192
9.1. New Interchanges		8	36	24			20			88
9.2. Street Network Layout		8	20	24			20			72
9.3. Reporting		12	8						12	32
X. Screening	4	60	44	8					28	144
10.1. Level 1		16	4							20
10.2. Level 2		12	12						6	30
10.3. Level 3		12	12						6	30
10.4. Value Planning Workshop	4	12	16	8						40
10.5. Reporting		8							16	24
XI. PEL Study Documentation	6	32								38
11.1- 11.2 Draft PEL Report, Transition Plan, FHWA Questionnaire		16								16
11.3. Final Report	6	16								22
Total Days	2.5	56.3	30.5	7		8	5		25	134
Total Hours	20	450	244	56		64	40		200	1,074.0

Direct Expenses

Project Name: Sarpy County I-80 Interchange Planning Study

Project Number: PLM-1(57)

Consultant: Alfred Benesch and Company

Control Number: 01001M

Date: January 23, 2020

Subconsultants:			Amount
Hg Consult (Exhibit "C")			\$120,999.52
Vireo (Exhibit "D")			\$50,936.14
Cambridge Systematics (Exhibit "E")			\$30,205.52
Subtotal			\$202,141.18
Printing and Reproduction:	Qty	Unit Cost	Amount
Printing and Reproduction:	500	\$1.00	\$500.00
Subtotal			\$500.00
Mileage/Travel:	Qty	Unit Cost	Amount
Mileage/Travel:	3000	\$0.580	\$1,740.00
Subtotal			\$1,740.00
Lodging/Meals:	Qty	Unit Cost	Amount
Subtotal			
Other Miscellaneous Costs:	Qty	Unit Cost	Amount
Miscellaneous Rounding	1	\$0.46	\$0.46
Subtotal			\$0.46
TOTAL DIRECT EXPENSES			\$204,381.64

Project Cost & Breakdown

Project Name: Sarpy County I-80 Interchange Planning Study

Project Number: PLM-1(57)

Consultant: Alfred Benesch and Company

Control Number: 01001M

Consultant PM: Craig Mielke

Date: January 23, 2020

DIRECT LABOR COSTS			
Classification	Hours	Rate	Amount
Principal	20	\$96.00	\$1,920.00
Project Manager	450	\$56.00	\$25,200.00
Sr. Engineer	244	\$58.60	\$14,298.40
Engineer	56	\$53.90	\$3,018.40
Designer	64	\$33.20	\$2,124.80
Technician	40	\$29.00	\$1,160.00
Enviromental Scientist	200	\$37.00	\$7,400.00
	1074	Subtotal	\$55,121.60
DIRECT EXPENSES			Amount
Subconsultants:			\$202,141.18
Printing And Reproduction:			\$500.00
Mileage/Travel:			\$1,740.00
Other Miscellaneous Costs:			\$0.46
		Subtotal	\$204,381.64
TOTAL PROJECT COSTS			Amount
Direct Labor Costs			\$55,121.60
Labor Cost Escalation Factor for Multi-year Projects (if allowed): Y 1.0 years @ 3.0% / year =			
Overhead @ 161.09%			\$88,795.39
Facility Capital Cost of Money (FCCM) @ 0.680% (labor costs x FCCM%)			\$374.83
Direct Expenses			\$204,381.64
Fee for Profit Rate @ 12.60%			\$18,133.54
TOTAL COST			\$366,807.00

Staffing Plan (CPFF)

SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT

Project Name: Sarpy County I-80 Interchange Planning Study

Project Number: PLM-1(57)

SubConsultant: Hg Consult, Inc.

Control Number: 01001M

Sub PM: Stephen Wells, AICP

Date: January 23, 2020



#	Code	Classification	#	Code	Classification
1	DPM	Deputy Project Manager	6		
2	ENG	Engineer	7		
3	SPLN	Sr. Planner	8		
4	PLN	Planner	9		
5	CAD	GIS/CADD	10		

Overhead Rate ^[1]
156.74%
Fee for Profit Rate ^[2]
12.60%
FCCM (if applicable)

BLENDED RATES TABLE

Template: T-WB-Generic Fee Proposal (rev 11-07-2019) CPFF

Employee Name	Job Title & Certifications ^[3]	Current Actual Salary Rate/Hr ^[4]	% Assigned
Deputy Project Manager			
Stephen Wells, AICP	Vice President	\$79.33	100%
	Blended Rate:	\$79.33	
Engineer			
Josh Castor, PE	Engineer	\$49.47	100%
	Blended Rate:	\$49.47	
Sr. Planner			
Brenda Durbahn	Senior Planner	\$56.55	100%
	Blended Rate:	\$56.55	
Planner			
Jen Johnson	Planner	\$48.50	100%
	Blended Rate:	\$48.50	
GIS/CADD			
Brian Wrisinger	GIS/CADD	\$56.55	100%
	Blended Rate:	\$56.55	

SubConsultant Hours

SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT

Project Name: Sarpy County I-80 Interchange Planning Study

Project Number: PLM-1(57)

SubConsultant: Hg Consult, Inc.

Control Number: 01001M

Sub PM: Stephen Wells, AICP

Date: January 23, 2020

TASKS	PERSONNEL CLASSIFICATIONS							
	DPM	ENG	SPLN	PLN	CAD			Total
I. Project Management	106		24					130
1.1. Project Management Plan	8							8
1.2. Project Controls and Administration	12							12
1.3. Data Sharing								
1.4. Kickoff Meeting	12		8					20
1.5. Core Team Meetings	12		4					16
1.6. Internal Meetings	26		12					38
1.7. Technical Advisory Group (coord. and management) - mtgs below	24							24
1.8. Community Advisory Group (coord. and management) - mtgs below	12							12
1.9. Miscellaneous Meetings								
II. Study Area Condition Assessment	2		8	6				16
2.1. Planning Context			6	6				12
2.2. Resource Agency Scoping								
2.3. Transportation System Assessment								
2.4. Environmental and Land Use Assessment								
2.5. Reporting	2		2					4
III. Outreach and Public Engagement	12		2					14
3.1. Public Involvement Plan	2		2					4
3.2.1 Deployment - CAG meetings								
3.2.2 Deployment - Public Meetings	8							8
3.2.3-3.2.6 Deployment - Email, Online, Social Media, Press Releases								
3.3. Documentation	2							2
IV. Transportation Modeling and Traffic Analysis	2	4						6
4.1. Methods and Assumptions								
4.2. Regional Travel Demand Modelling								
4.3. Traffic Operations Analysis								
4.4. Reporting	2	4						6
V. Data Collection	4		16	20				40
5.1. Study Area Base Mapping	2		16	20				38
5.2. Environmental Data	2							2
VI. Purpose and Need	34		34	20				88
6.1. Develop P&N	10		10	20				40
6.2. Documentation of P&N	24		24					48

TASKS	PERSONNEL CLASSIFICATIONS							
	DPM	ENG	SPLN	PLN	CAD			Total
VII. Land Use Scenario Planning	16							16
7.1. Existing Conditions Analysis								
7.2. Land Use Profile								
7.3. Stakeholder Land Use Visioning	8							8
7.4. Preliminary Land Use Scenarios Memorandum	4							4
7.5. Final Land Use Scenarios Report	4							4
VIII. Screening Criteria Development	6							6
8.1. Performance Metrics	4							4
8.2. Screening Criteria Memorandum	2							2
IX. Alternatives Development	8	4						12
9.1. New Interchanges								
9.2. Street Network Layout								
9.3. Reporting	8	4						12
X. Screening	44	50	30					124
10.1. Level 1	8	8						16
10.2. Level 2	10	16	10					36
10.3. Level 3	10	16	10					36
10.4. Value Planning Workshop								
10.5. Reporting	16	10	10					36
XI. PEL Study Documentation	60		50	38				148
11.1- 11.2 Draft PEL Report, Transition Plan, FHWA Questionnaire	40		38	22				100
11.3. Final Report	20		12	16				48
Total Days	36.8	7.25	20.5	10.5				75
Total Hours	294	58	164	84				600.0

Direct Expenses

SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT

Project Name: Sarpy County I-80 Interchange Planning Study

Project Number: PLM-1(57)

SubConsultant: Hg Consult, Inc.

Control Number: 01001M

Date: January 23, 2020

Subconsultants:			Amount
Subtotal			
Printing and Reproduction:	Qty	Unit Cost	Amount
Subtotal			
Mileage/Travel:	Qty	Unit Cost	Amount
Mileage/Travel:	8000	\$0.580	\$4,640.00
Subtotal			\$4,640.00
Lodging/Meals:	Qty	Unit Cost	Amount
Motel - Omaha/Douglas Co. \$110+tax	6	\$126.00	\$756.00
Meals & Incidentals (GSA Std Rate, full days, Omaha/Douglas Co.)	7	\$61.00	\$427.00
Meals & Incidentals (GSA Std Rate, first and last days, Omaha/Douglas Co.)	19	\$45.75	\$869.25
Subtotal			\$2,052.25
Other Miscellaneous Costs:	Qty	Unit Cost	Amount
Subtotal			
TOTAL DIRECT EXPENSES			\$6,692.25

Project Cost & Breakdown

SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT			
Project Name:	Sarpy County I-80 Interchange Planning Study	Project Number:	PLM-1(57)
SubConsultant:	Hg Consult, Inc.	Control Number:	01001M
Sub PM:	Stephen Wells, AICP		
Date:	January 23, 2020		

DIRECT LABOR COSTS			
Classification	Hours	Rate	Amount
Deputy Project Manager	294	\$79.33	\$23,323.02
Engineer	58	\$49.47	\$2,869.26
Sr. Planner	164	\$56.55	\$9,274.20
Planner	84	\$48.50	\$4,074.00
	600	Subtotal	\$39,540.48
DIRECT EXPENSES			Amount
Mileage/Travel:			\$4,640.00
Lodging/Meals:			\$2,052.25
		Subtotal	\$6,692.25
TOTAL PROJECT COSTS			Amount
Direct Labor Costs			\$39,540.48
Labor Cost Escalation Factor for Multi-year Projects (if allowed):			Y 1.0 years @ 3.0% / year =
Overhead @ 156.74%			\$61,975.75
Facility Capital Cost of Money (FCCM) @ (labor costs x FCCM%)			
Direct Expenses			\$6,692.25
Fee for Profit Rate @ 12.60%			\$12,791.04
SUBCONSULTANT TOTAL COST			\$120,999.52

Staffing Plan (CPFF)

SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT

Project Name: Sarpy County I-80 Interchange Planning Study

Project Number: PLM-1(57)

SubConsultant: Vireo (Patti Banks Associates dba Vireo)

Control Number: 01001M

Sub PM: Robin Fordyce, PLA, 402-972-8736, robin@bevireo.com

Date: January 23, 2020



#	Code	Classification	#	Code	Classification
1	PR	Principal	6		
2	PI	Public Involvement Specialist	7		
3	PLN	Planner	8		
4	DES	Designer	9		
5			10		

Overhead Rate ^[1]
153.70%
Fee for Profit Rate ^[2]
12.60%
FCCM (if applicable)
%

BLENDED RATES TABLE

Template: T-WB-Generic Fee Proposal (rev 11-07-2019) CPFF

Employee Name	Job Title & Certifications ^[3]	Current Actual Salary Rate/Hr ^[4]	% Assigned
Principal			
Robin Fordyce	Landscape Architect, PLA	\$45.67	100%
Blended Rate:		\$45.67	
Public Involvement Specialist			
Triveece Penelton	City Planner, Comm. Engagement, AICP	\$33.65	100%
Blended Rate:		\$33.65	
Planner			
Ben Wagner	Landscape Architect, PLA	\$28.85	60%
Lindsay French	Graphic Designer	\$27.88	40%
Blended Rate:		\$28.46	
Designer			
Becca Pruett	Designer	\$19.23	100%
Blended Rate:		\$19.23	

SubConsultant Hours

SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT

Project Name: Sarpy County I-80 Interchange Planning Study

Project Number: PLM-1(57)

SubConsultant: Vireo (Patti Banks Associates dba Vireo)

Control Number: 01001M

Sub PM: Robin Fordyce, PLA, 402-972-8736, robin@bevireo.com

Date: January 23, 2020

TASKS	PERSONNEL CLASSIFICATIONS							
	PR	PI	PLN	DES				Total
I. Project Management	20	32						52
1.1. Project Management Plan								
1.2. Project Controls and Administration		12						12
1.3. Data Sharing								
1.4. Kickoff Meeting	4	4						8
1.5. Core Team Meetings	4	4						8
1.6. Internal Meetings	12	12						24
II. Study Area Condition Assessment	6	2						8
2.1. Planning Context	6	2						8
III. Outreach and Public Engagement	8	120	66	104				298
3.1. Public Involvement Plan		16						16
3.2.1 Deployment - CAG meetings	5	30	22	20				77
3.2.2 Deployment - Public Meetings	3	30	22	20				75
3.2.3- 3.2.6 Deployment - Email, Online, Social Media, Press Releases		40	22	48				110
3.3. Documentation		4		16				20
IV. Transportation Modeling and Traffic Analysis	2			8				10
4.1. Methods and Assumptions								
4.2. Regional Travel Demand Modelling								
4.3. Traffic Operations Analysis	2			8				10
V. Data Collection								
VI. Purpose and Need								
VII. Land Use Scenario Planning	56	36	38	52				182
7.1. Existing Conditions Analysis	12	4		16				32
7.2. Land Use Profile	4	8	6					18
7.3. Stakeholder Land Use Visioning	12	20						32
7.4. Preliminary Land Use Scenarios Memorandum	12	2	16	24				54
7.5. Final Land Use Scenarios Report	16	2	16	12				46
VIII. Screening Criteria Development	2	2						4
8.1. Performance Metrics	2	2						4
8.2. Screening Criteria Memorandum								
IX. Alternatives Development								
X. Screening								
XI. PEL Study Documentation								
Total Days	11.8	24	13	20.5				69
Total Hours	94	192	104	164				554.0

Direct Expenses

SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT

Project Name: Sarpy County I-80 Interchange Planning Study
SubConsultant: Vireo (Patti Banks Associates dba Vireo)
Date: January 23, 2020

Project Number: PLM-1(57)
Control Number: 01001M

Subconsultants:			Amount
Subtotal			
Printing and Reproduction:	Qty	Unit Cost	Amount
Public Engagement Materials	823	\$0.95	\$781.85
Subtotal			\$781.85
Mileage/Travel:	Qty	Unit Cost	Amount
4 trips to Project Meetings Car Rental:	4	\$180.000	\$720.00
Subtotal			\$720.00
Lodging/Meals:	Qty	Unit Cost	Amount
Subtotal			
Other Miscellaneous Costs:	Qty	Unit Cost	Amount
Digital Media (Public Involvement): Digicate	6	\$75.00	\$450.00
Digital Media (Public Involvement): Facebook Ads	6	\$100.00	\$600.00
Digital Engagement: Mentimeter	1	\$200.00	\$200.00
Subtotal			\$1,250.00
TOTAL DIRECT EXPENSES			\$2,751.85

Project Cost & Breakdown

SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT

Project Name: Sarpy County I-80 Interchange Planning Study **Project Number:** PLM-1(57)
SubConsultant: Vireo (Patti Banks Associates dba Vireo) **Control Number:** 01001M
Sub PM: Robin Fordyce, PLA, 402-972-8736, robin@bevireo.com
NDOT PC: _____
Date: January 23, 2020

DIRECT LABOR COSTS			
Classification	Hours	Rate	Amount
Principal	94	\$45.67	\$4,292.98
Public Involvement Specialist	192	\$33.65	\$6,460.80
Planner	104	\$28.46	\$2,959.84
Designer	164	\$19.23	\$3,153.72
	554	Subtotal	\$16,867.34
DIRECT EXPENSES			Amount
Printing And Reproduction:			\$781.85
Mileage/Travel:			\$720.00
Other Miscellaneous Costs:			\$1,250.00
		Subtotal	\$2,751.85
TOTAL PROJECT COSTS			Amount
Direct Labor Costs			\$16,867.34
Labor Cost Escalation Factor for Multi-year Projects (if allowed): Y 1.0 years @ 3.0% / year =			
Overhead @ 153.70%			\$25,925.10
Facility Capital Cost of Money (FCCM) @ (labor costs x FCCM%)			
Direct Expenses			\$2,751.85
Fee for Profit Rate @ 12.60%			\$5,391.85
SUBCONSULTANT TOTAL COST			\$50,936.14

Staffing Plan (CPFF)

SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT

Project Name: Sarpy County I-80 Interchange Planning Study

Project Number: PLM-1(57)

SubConsultant: Cambridge Systematics

Control Number: 01001M

Sub PM: Jason Lemp

Date: January 23, 2020



#	Code	Classification	#	Code	Classification
1	LMOD	TDM Lead Modeler	6		
2	MOD	TDM Modeler	7		
3			8		
4			9		
5			10		

Overhead Rate ^[1]
175.00%
Fee for Profit Rate ^[2]
12.60%
FCCM (if applicable)
%

Blended Rates Table

Template: T-WB-Generic Fee Proposal (rev 11-07-2019) CPFF

Employee Name	Job Title & Certifications ^[3]	Current Actual Salary Rate/Hr ^[4]	% Assigned
TDM Lead Modeler			
Jason Lemp	Senior Associate	\$65.33	100%
Blended Rate:		\$65.33	
TDM Modeler			
Haiyun Lin	Travel Demand Modeler	\$45.33	100%
Blended Rate:		\$45.33	

SubConsultant Hours

SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT

Project Name: Sarpy County I-80 Interchange Planning Study

Project Number: PLM-1(57)

SubConsultant: Cambridge Systematics

Control Number: 01001M

Sub PM: Jason Lemp

Date: January 23, 2020

TASKS	PERSONNEL CLASSIFICATIONS								Total
	LMOD	MOD							
I. Project Management	30								30
1.1. Project Management Plan									
1.2. Project Controls and Administration	6								6
1.3. Data Sharing									
1.4. Kickoff Meeting	8								8
1.5. Core Team Meetings	4								4
1.6. Internal Meetings	12								12
II. Study Area Condition Assessment		8							8
2.1. Planning Context		8							8
III. Outreach and Public Engagement									
IV. Transportation Modeling and Traffic Analysis	38	76							114
4.1. Methods and Assumptions	8								8
4.2. Regional Travel Demand Modelling	22	60							82
4.3. Traffic Operations Analysis									
4.4. Reporting	8	16							24
V. Data Collection									
VI. Purpose and Need									
VII. Land Use Scenario Planning									
VIII. Screening Criteria Development	4								4
8.1. Performance Metrics	4								4
IX. Alternatives Development	6								6
9.1. New Interchanges	2								2
9.2. Street Network Layout	2								2
9.3. Reporting	2								2
X. Screening	6	6							12
10.1. Level 1	2	2							4
10.2. Level 2	2	2							4
10.3. Level 3	2	2							4
XI. PEL Study Documentation									
<i>Total Days</i>	<i>10.5</i>	<i>11.3</i>							<i>22</i>
Total Hours	84	90							174.0

Direct Expenses

SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT

Project Name: Sarpy County I-80 Interchange Planning Study

Project Number: PLM-1(57)

SubConsultant: Cambridge Systematics

Control Number: 01001M

Date: January 23, 2020

Subconsultants:			Amount
Subtotal			
Printing and Reproduction:	Qty	Unit Cost	Amount
Subtotal			
Mileage/Travel:	Qty	Unit Cost	Amount
Mileage/Travel:	1000	\$0.580	\$580.00
Subtotal			\$580.00
Lodging/Meals:	Qty	Unit Cost	Amount
Subtotal			
Other Miscellaneous Costs:	Qty	Unit Cost	Amount
Subtotal			
TOTAL DIRECT EXPENSES			\$580.00

Project Cost & Breakdown

SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT

Project Name:	Sarpy County I-80 Interchange Planning Study	Project Number:	PLM-1(57)
SubConsultant:	Cambridge Systematics	Control Number:	01001M
Sub PM:	Jason Lemp		
Date:	January 23, 2020		

DIRECT LABOR COSTS			
Classification	Hours	Rate	Amount
TDM Lead Modeler	84	\$65.33	\$5,487.72
TDM Modeler	90	\$45.33	\$4,079.70
	174	Subtotal	\$9,567.42
DIRECT EXPENSES			Amount
Mileage/Travel:			\$580.00
			Subtotal
			\$580.00
TOTAL PROJECT COSTS			Amount
Direct Labor Costs			\$9,567.42
Labor Cost Escalation Factor for Multi-year Projects (if allowed):			
Y 1.0 years @ 3.0% / year =			
Overhead @ 175.00%			\$16,742.99
Facility Capital Cost of Money (FCCM) @ (labor costs x FCCM%)			
Direct Expenses			\$580.00
Fee for Profit Rate @ 12.60%			\$3,315.11
SUBCONSULTANT TOTAL COST			\$30,205.52

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 AMOUNTS

For completion of the services as outlined in this Agreement, Consultant will be paid no more than the following amounts:

\$ 55,121.60	for actual direct labor costs
\$ 293,551.86	for indirect labor costs and direct expenses
<u>\$ 18,133.54</u>	for a fixed fee for profit
\$366,807.00	total agreement amount. Consultant's total compensation shall not exceed this maximum amount without prior written approval of MPO.

3. FIXED FEE FOR PROFIT

The fixed fee for profit is computed at a rate of 12.6% of 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 fee for profit is calculated by multiplying the sum of the actual direct labor and overhead costs invoiced by the fee for profit rate. Upon completion of the services outlined in this Agreement, the Consultant may invoice the MPO any remaining fixed fee for profit not previously invoiced. The total fixed fee for profit eligible to be paid to consultant 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 MPO'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. Indirect Labor Costs (Overhead) 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.
- C. Direct Non-Labor Costs (Direct Expenses): 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 MPO; 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 MPO.
- 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 MPO. 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 MPO 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 MPO 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 MPO the benefit of all meal discounts.
 - (i) For Consultant and its employees to be eligible for the meal allowance, the following criteria must be met.

Breakfast:

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

Lunch:

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

Dinner:

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

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

5. INVOICES AND PROGRESS REPORTS

- A. Documents submitted to MPO, including invoices, supporting documentation, and other information are subject to disclosure by MPO and Nebraska Department of Transportation under the Nebraska Public Records Act found at Neb. Rev. Stat. § 84-712 et.seq. Accordingly, Consultant shall redact or not submit to MPO 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 MPO 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 MPO for the disclosure of such information.
- B. Consultant shall promptly submit invoices to MPO 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 MPO'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) 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 MPO'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 MPO
- iv. Percent of Services completed to date

3) Cost Breakdown Form: Each invoice package must include a completed "Cost Breakdown Form" (NDOT Form 162). This form is available on the Nebraska Department of Transportation's website at <http://dot.nebraska.gov/business-center/consultant/>.

- 4) 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 Nebraska Department of Transportation's website. Upon approval by MPO, 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.

E. Intentionally left blank

6. PROGRESS PAYMENTS

MPO will pay Consultant upon receipt of Consultant's invoice and determination by MPO 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 MPO determines that the Services have not been properly completed. MPO 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 MPO 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 MPO. 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 MPO 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 MPO deems appropriate.

Consultant may withhold payment only for just cause and must notify the MPO, 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 MPO.

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 MPO, 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 MPO, the most recent year's accepted rate should be applied. Upon receipt of final invoice and determination by MPO that the invoice and Progress Report adequately substantiate the Services provided and the Services were completed in accordance with this Agreement, MPO will pay Consultant. The acceptance by Consultant of the final payment will constitute and operate as a release to MPO 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 MPO a Notification of Completion Form (NDOT Form 39a). The form is available on the Nebraska Department of Transportation's website at <http://dot.nebraska.gov/business-center/consultant/>.

11. INELIGIBLE COSTS

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

12. FEDERAL COST PRINCIPLES

For performance of Services as specified in this Agreement, MPO 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 MPO. 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 MPO and, when applicable, Federal Highway Administration (FHWA).

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

MPO 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 MPO 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 MPO before proceeding with the out-of-scope services. Before written approval will be given by MPO, MPO 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 MPO that the out-of-scope services be performed under this Agreement.

Once the need for a modification to the Agreement has been established, the MPO will prepare a supplemental agreement. If the additional work requires the Consultant to incur costs prior to execution of a supplemental agreement, the MPO may issue a written notice to proceed prior to completing the supplemental agreement using the process set out below:

The Consultant Work Order (CWO) – NDOT Form 250 shall be used to describe and provide necessary justification for the additional scope of services, effort, the deliverables, modification of schedule, and to document the cost of additional services. The CWO form is available on the Nebraska 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, MPO 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 MPO for any underpayment, no adjustment, or a billing to Consultant for overpayment.

16. AUDIT AND FINAL COST ADJUSTMENT

Upon MPO's determination that Consultant has completed Services under this Agreement, Nebraska Department of Transportation's or its authorized representative, on MPO's behalf, 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 MPO for any overpayments identified in the audit review, and MPO agrees to pay Consultant for any identified underpayments.

17. CONSULTANT COST RECORD RETENTION

Consultant shall maintain, and also require that its Subconsultants/Subcontractors maintain, all books, documents, papers, detailed receipts, accounting records, and other evidence pertaining to costs incurred and shall make such material available for examination at its office at all reasonable times during the agreement period and for three (3) years from the date of final cost settlement by the Federal Highway Administration (FHWA) and project closeout by the Nebraska Department of Transportation. Such materials must be available for inspection by State, MPO, 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) MPO shall be named as Additional Insureds on a primary and non-contributory basis.
- (6) Consultant agrees to waive its rights of recovery against MPO. Waiver of subrogation in favor of MPO shall be added to, or included in, the policy.
- (7) Contractual liability coverage must be on a broad form basis and 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 structure, building, or facility, 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.")

EXHIBIT "H"
INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICE PROVIDORS (MPO PROJECTS)

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 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 MPO. Waiver of Subrogation in favor of MPO 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 MPO. Waiver of subrogation in favor of MPO shall 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

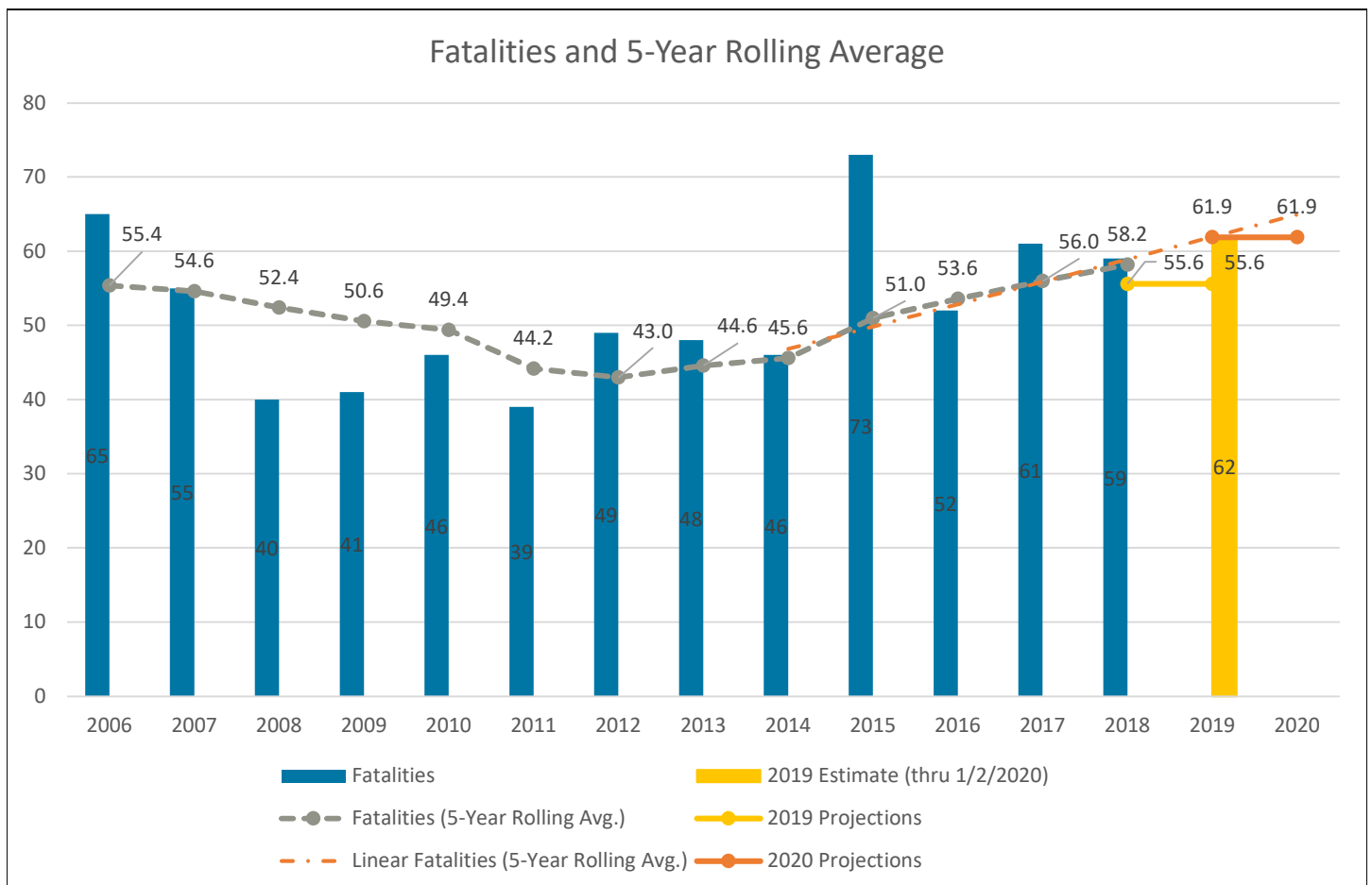
**INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICE PROVIDORS (MPO PROJECTS)**

- (2) Policy shall provide liability coverage in excess of the specified Employers Liability, Commercial General Liability and Auto Liability.
- (3) MPO shall be "Additional Insured".
- (4) Consultant agrees to waive its rights of recovery against MPO. Waiver of subrogation in favor of MPO shall be added to, or included in, the policy.

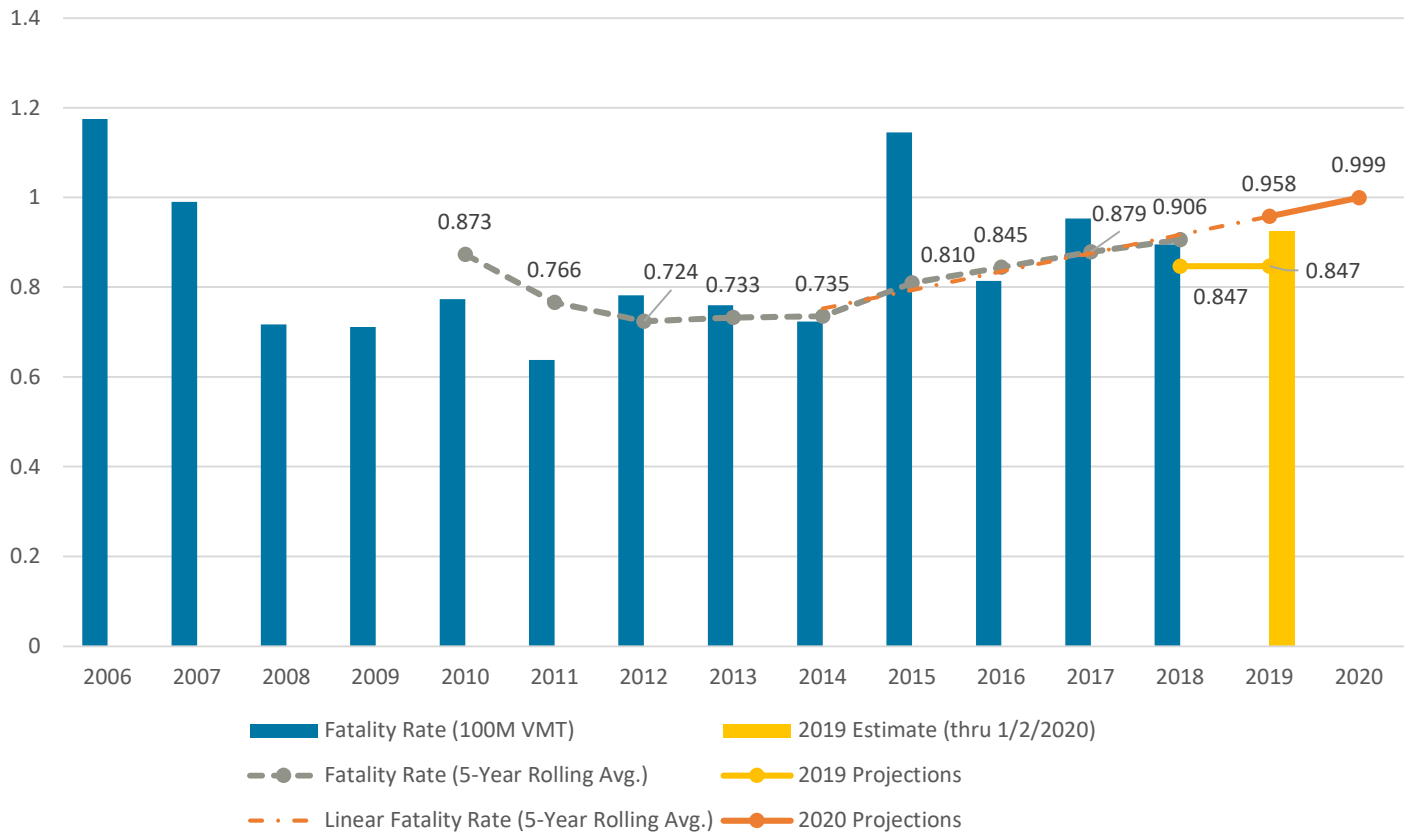
I. Additional Requirements –

- (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 a reputable insurance company acceptable to MPO or with a current Best's Insurance Guide Rating of A – and Class VII or better, and authorized to do business in Nebraska.
- (3) Prior to consultant beginning work on a project under this agreement, Consultant shall provide MPO evidence of such insurance coverage in effect in the form of an ACORD (or equivalent) certificate of insurance executed by a licensed representative of the participating insurer(s). Certificates of insurance must show the MPO as the certificate holder.
- (4) For so long as insurance coverage is required under this agreement, Consultant shall notify MPO when Consultant knows, or has reason to believe, that any insurance coverage required under this agreement will lapse, or may be canceled or terminated. Consultant shall forward any pertinent notice of cancelation or termination to MPO within two (2) business days of receipt by Consultant of any such notice from an insurance carrier.
- (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 of 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.

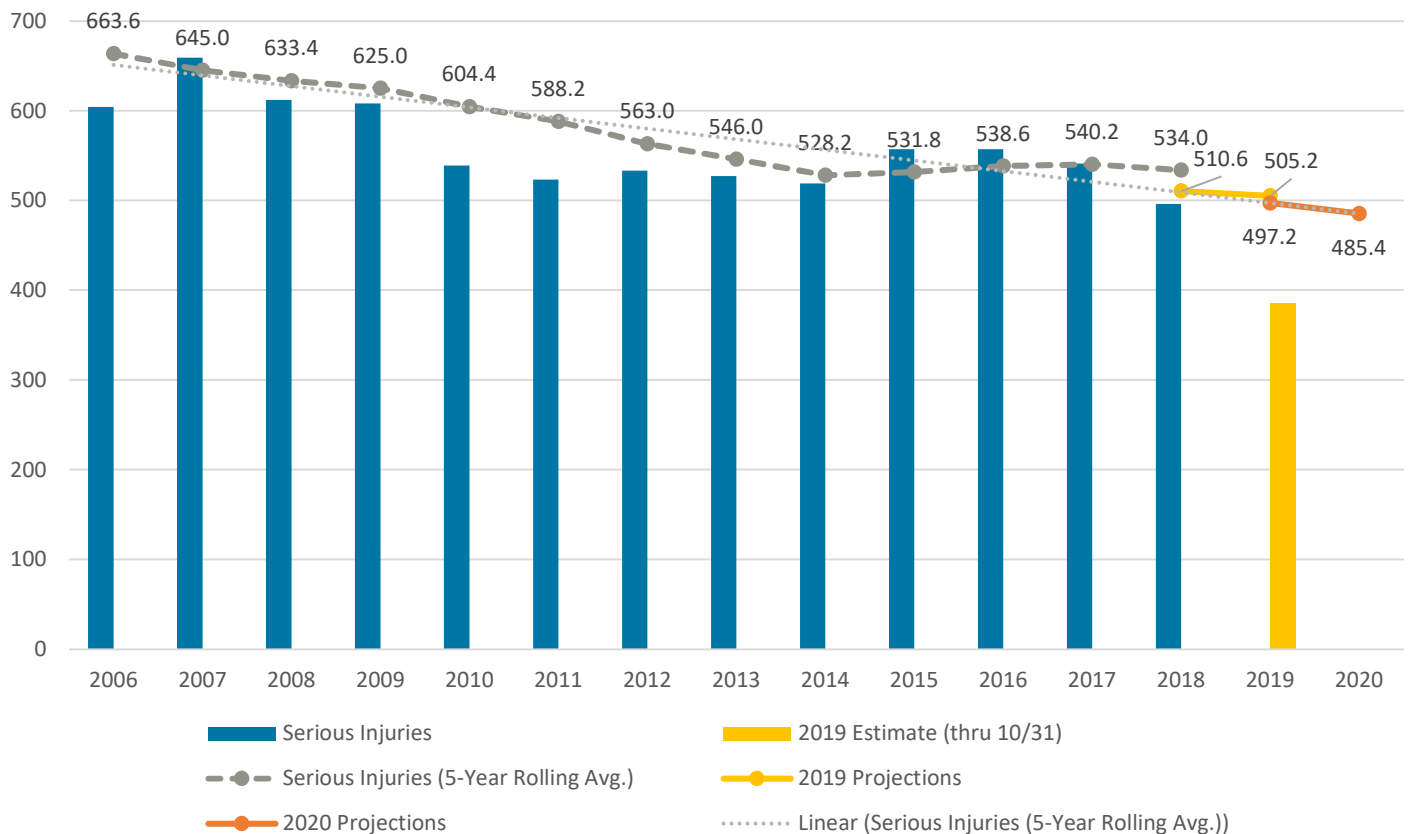
Safety Performance Measure Summary		
5-Year Rolling Average		
Category	2014-2018	2016-2020
	Baseline	Anticipated Target
Fatalities (#)	58.2	61.9
Fatality Rate (per 100M VMT)	0.906	0.999
Serious Injuries (#)	534.0	485.4
Serious Injury Rate (per 100M VMT)	8.317	7.357
Non-Motorized (# Fatal & Serious)	67.4	66.9



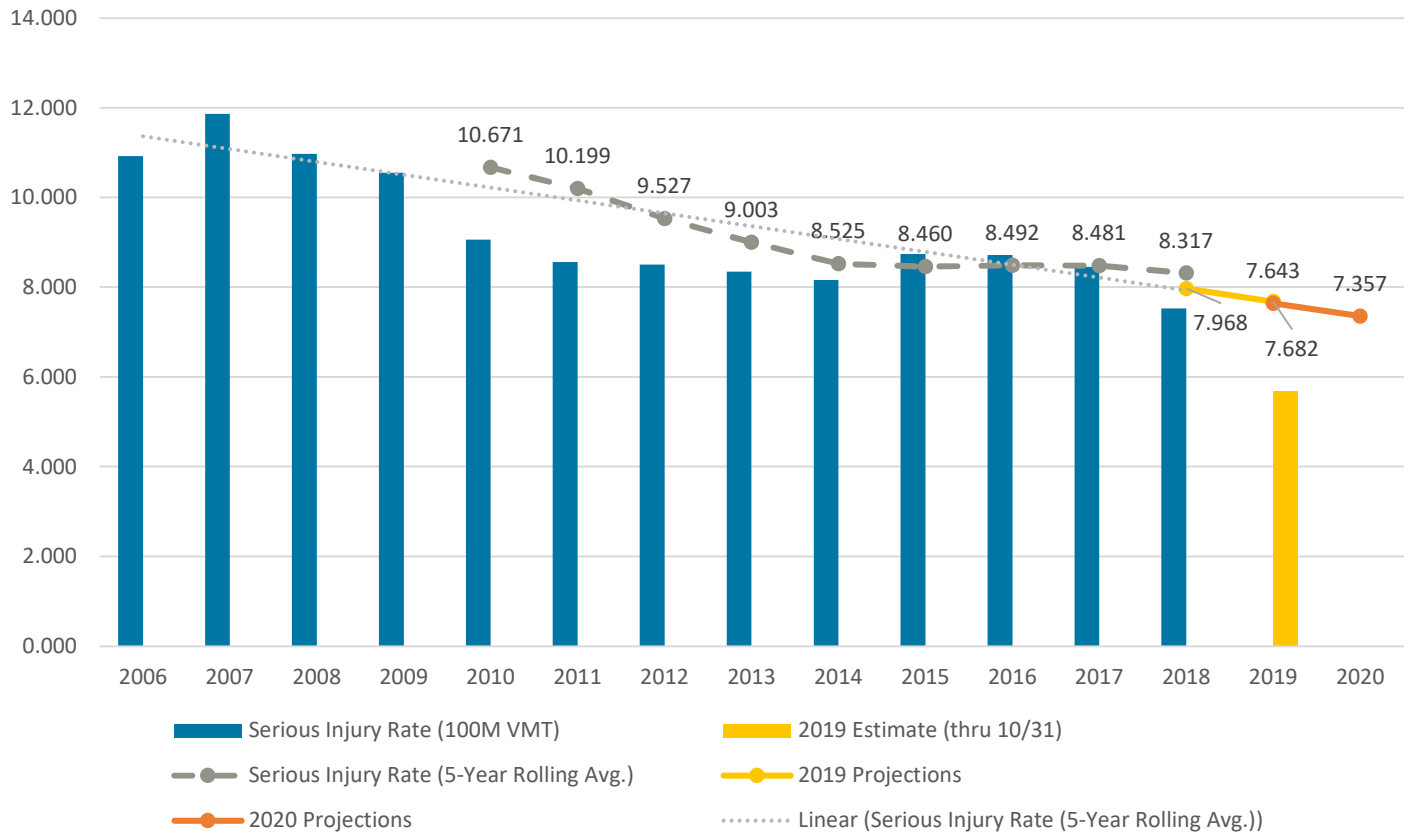
Fatality Rate (per 100M VMT) and 5-Year Rolling Average



Serious Injuries and 5-Year Rolling Average



Serious Injury Rate (per 100M VMT) and 5-Year Rolling Average



Non-Motorized Fatal and Serious Injuries and 5-Year Rolling Average

