

Agreement No.	BK2301-002
Effective (NTP) Date	10/2/2024
Supplement Amount	\$509,473.46
Total Agreement Amount	CPFF \$1,257,854.61

PROFESSIONAL SERVICES AGREEMENT
SUPPLEMENT NO. 2
PRELIMINARY ENGINEERING SERVICES

CITY OF YORK, NEBRASKA
OLSSON, INC.
PROJECT NO. DPS-93(15)
CONTROL NO. 43010
PROJECT ACCESS YORK

THIS SUPPLEMENTAL AGREEMENT is between the City of York, Nebraska ("LPA") and Olsson, Inc. ("Consultant"), collectively referred to as the "Parties".

WHEREAS, Consultant and LPA entered into an agreement ("Original Agreement") executed by LPA on April 6, 2023 and Supplemental Agreement No. 1 executed on April 4, 2024 for Consultant to provide Preliminary Engineering Services for LPA's project, and

WHEREAS, it is necessary that services as outlined in Exhibit "A" be added under this Supplemental Agreement, and

WHEREAS, it is necessary to increase Consultant's compensation by this Supplemental Agreement for the additional work necessary to complete the services under this Agreement, and

WHEREAS, LPA desires that this project be developed and constructed under the designation of Project No. DPS-93(15) and formally authorizes the signing of this Agreement, as evidenced by the Resolution of LPA dated 19 day of September, 2024, attached as Exhibit "C" and incorporated herein by this reference.

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

SECTION 1. SCOPE OF SERVICES

Consultant will perform the additional work as set out in Exhibit "A", Consultant Work Order and Scope of Services, and Exhibit "B", Consultant's Fee Proposal, attached and incorporated herein by this reference.

SECTION 2. NOTICE TO PROCEED AND COMPLETION

- 2.1 LPA, or State on LPA's behalf, will issue Consultant a written Notice to Proceed upon 1) complete execution of this Agreement, 2) State's determination on LPA's behalf, that federal funding approval has been obtained for the project and 3) State's concurrence that the form of this 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 is not eligible for reimbursement.
- 2.2 Consultant will complete all work stipulated in the Original Agreement and this Supplemental Agreement by August 27, 2026.

SECTION 3. FEES AND PAYMENTS

Section 2 in Exhibit “C” of the Original Agreement is hereby amended in accordance with Exhibit “B” and as shown below.

Previous Amount*	This Supplement Amount	Amended Agreement Amount	
\$ 219,927.95	\$156,045.30	\$375,973.25	For actual direct labor costs
\$ 454,024.67	\$299,931.46	\$753,956.13	For indirect labor costs & direct expenses
\$ 74,428.53	\$53,496.70	\$127,925.23	For a fixed fee for profit
\$748,381.15	\$509,473.46	\$1,257,854.61	Total agreement amount

*Includes all prior supplements

SECTION 4. CONFIDENTIAL INFORMATION

Documents submitted to LPA, including invoices, supporting documentation, and other information are subject to disclosure by LPA under the Nebraska Public Records Act found at Neb.Rev.Stat. § 84-712 et.seq. Accordingly, Consultant shall redact or not submit to LPA 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 LPA 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 LPA for the disclosure of such information.

SECTION 5. CONSULTANT CERTIFICATION AND REAFFIRMATION

The undersigned duly authorized representative of Consultant, by signing this Supplemental Agreement, hereby reaffirms, under penalty of law, the truth of the certifications set out in the Original Agreement and all Supplements thereto, including this Supplement. Further, Consultant has a duty to inform LPA of any material changes in the accuracy of all assertions set out in the Original Agreement and all Supplements thereto.

SECTION 6. CERTIFICATION BY LPA

By signing this Supplemental 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.

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

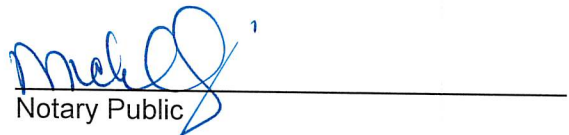
SECTION 7. ENTIRE AGREEMENT

The Original Agreement, any and all other previous supplements thereto, and this Supplemental Agreement, constitute the entire agreement (“The Agreement”) between the Parties. The Agreement supersedes any and all other previous communications, representations, or other understandings, either oral or written; all terms and conditions of the Original Agreement and all previous supplements thereto, to the extent not superseded, remain in full force and effect, and are incorporated herein as if set forth in their entirety.


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


Vice President

SUBSCRIBED AND SWORN to before me this 27th day of September, 2024.



Barry R. Kuehn



Mayor

Amanda King
Clerk

Federal Funding Eligibility:

Jade Wilson

10/7/2024

Date

SUPPLEMENT #2

This CONTRACT SUPPLEMENT executed between the City of York ("Client") and Olsson, Inc. ("Olsson"), shall amend the task order BK2301 of master agreement BK2278 dated February 23rd 2023.

PROJECT DESCRIPTION AND LOCATION

Project Name: "Project Access York"
 Project Number: DPS-93(15)
 Control Number: 43010
 Location: City of York, Nebraska

REASON FOR AMENDMENT

The Consultant is required to provide additional services to complete the Right-of-Way (ROW) design plans and final design of the project. Services include project management, meetings, survey, plans specifications, and estimates (PS&E) submittals, ROW design, and bridge design.

AMENDED SECTION(S)

The scope of services of the above referenced agreement shall be amended to add the following.

PROJECT MANAGEMENT AND QUALITY CONTROL

1. **Project Management.** This task includes activities to continue to monitor project schedules, workload assignments and internal cost controls throughout the project. Also included are efforts to prepare and process invoices, prepare monthly progress reports, and prepare project correspondence with the LPA Project Contact and to NDOT and maintain project records.
3. **Quality Assurance/Quality Control.** The Consultant will perform QA/QC checks before each milestone submittal of the project which include but are not limited:
 - Draft PS&E Submittal
 - Final PS&E Submittal
4. **Public Outreach Updates.** The Consultant will assist the LPA with up to 4 project status updates through the remainder of the project. Assistance could consist of providing information to the LPA to update their website for the project status, schedule, exhibits, answering questions and reviewing materials before they are posted online. The Consultant would provide up to 4 hours of assistance per outreach update. This task would require approval from the LPA to utilize this task.

MEETINGS

3. **Project Coordination Meetings** the Consultant will meet with the LPA and NDOT to discuss the status of plan development and coordinate design activities at different stages throughout the project. The consultant should anticipate 3 virtual meetings (PCMs 70, 80 and 90). The Consultant will be responsible for preparing meeting minutes from the discussion on this project and shall prepare required materials prior to the meeting as listed on the agenda for PCM meeting.

The individuals included within this scope for the Project Coordination Meetings are as follows:

- 2 Transportation Engineer (PM, Assistant Engineer)
 - 1 Environmental Scientist
 - 1 Bridge Engineer
5. **Progress Meetings** (No additional progress meetings are included within this supplemental scope of services. If the original number of progress meetings assumed with the original agreement is exceeded, an additional supplement would be needed).
 9. **Encroachment Review Meeting:** The Consultant will conduct an encroachment review meeting to determine the existing features located within public ROW. The Consultant and LPA will conduct a drive-by evaluation of the segments of the trail located within the existing ROW (as outlined below). The Consultant and LPA will stop at potential encroachment sites, measure offsets to the encroachment from existing features like sidewalks and curbs and take pictures to document. The Consultant will document any existing features located within the public ROW that are not permitted to be there in a report. Existing encroachments could include: landscaping blocks, signs, furniture, etc.

The Consultant will submit an Encroachment Review Report to the LPA and NDOT for documentation. The LPA and NDOT will then contact the associated property owners to require removal of the features prior to the project if necessary. Otherwise, items needing to be removed would not be covered by project costs. Staking of the existing ROW would not be included with this review as determination of the encroachment will be made via measurements from existing hard surface features to determine if they encroach within the ROW via a design review.

The sections of trail located within existing ROW to be evaluated are:

- South side of Nobes Road from Blackburn Avenue to Maine Avenue
- East side of Maine Avenue from Nobes Road to 8th Street
- North side of 14th Street adjacent to the Elementary School
- East side of Pennsylvania Avenue between 14th Street and 15th Street
- South side of 15th Street between Pennsylvania Avenue and Maine Avenue
- East side of Maine Avenue between 15th Street to approximately 200' north of Duke Circle
- West side of Delaware Avenue between the high school entrance and Duke Drive
- North and south side of Duke Drive between Delaware and Blackburn Avenues
- East side of Blackburn Avenue between Duke Drive and the BNSF railroad crossing
- South side of 19th Street between Nebraska Avenue and the BNSF railroad crossing
- North side of 19th Street at pedestrian detour locations for new sidewalk construction
- East side of Nebraska Avenue south of 1st Street to the existing trail connection

The individuals included within this scope for the Encroachment Review Meeting are as follows:

- 2 Transportation Engineers (PM, Assistant Engineer)

10. ~~Pre-Construction Public Meeting~~: (This will be supplemented with a future contract if needed).

SURVEY

9. **Appraisal and Negotiations Staking the Right of Way.** During the appraisals and negotiations, the Consultant will stake new and existing right of way, assume 25 tract (s), staked once for the appraisals and then again for negotiations for up to 10 tracts. The consultant will also attend a site visit with the appraisal team to review project impacts and answer project questions for the appraisal process.
10. **Staking Right of Way for Condemnation Hearing.** The Consultant will stake the new and existing right of way prior to the Condemnation Hearing so the Board of Appraiser's can view the proposed taking (to include temporary and permanent easements), assume 5 tract(s).
11. **Condemnation Plats.** The Consultant will prepare condemnation plats. The plat is a unique plan sheet showing the condemned tract along with the metes and bounds reflected in the legal description. A reduced drawing of the section(s) and how the tract in question is situated in that section is also included as part of the plat. Emphasis should be made to keep the plat(s) to a manageable size yet easily readable. A CADD file of the condemnation plat and an electronic version of the legal descriptions will also be submitted, assume 5 tract(s).

POST PLAN IN HAND PLANS

7. **Utility Coordination.** The Consultant will document the information provided from the utility companies within NDOT's Utility Coordination Template Form (provided by NDOT's Local Assistance Division).
 - a. The Consultant will prepare utility pole listings for each pole within the project limits of construction or temporary easements to identify the ownership of the pole, if it needs to be moved or not, and if compensation may be granted to the utility.
 - b. LPA is responsible to coordinate utility agreement negotiations with utilities.
 - c. NDOT to provide Consultant standard templates for utility notifications.
 - d. LPA and NDOT to provide Consultant with utility contact information.

19. **Utility Rehabilitation Plans (K Sheets):** the Consultant will prepare K Sheets that show existing utilities, proposed utility relocations, and buried utilities to be abandoned in place as provided by the utility companies for information only.

DRAFT PS&E SUBMITTAL REVIEW

1. **Incorporate review comments** the Consultant will address and incorporate review comments from the Post Plan in Hand Plan review. This task also includes revisions per ROW process, Stakeholder coordination meetings, utility coordination, and the environmental process (not to include errors and omissions).
2. **Pavement Marking and Signing:** This task includes design and drafting of a longitudinal pavement marking centerline for the trail and crosswalk markings at key street crossing locations. It also includes the design and drafting of the on-street bicycle facilities such as the at-grade cycle track, shared lanes, and bike lanes. Signing locations will be designed to place approximately 75 trail route marking signs and 75 trail crossing or bike lane signs. It is assumed that there will be approximately 20 50-scale piggyback pavement marking and signing sheets included in this project. The LPA is assumed to procure and construct the pavement markings and signing for the project.
3. **Pedestrian Crossing Signal (RRFB) Plans.** This task includes effort to indicate on plans the general quadrant of RRFB infrastructure at five trail crossing locations. Material specifications will be added to the special provisions, it is assumed that the assemblies will be solar powered and communicate wirelessly between sides of the crossing. The LPA is assumed to procure, locate, and construct the RRFBs.
4. **Lighting Plans.** This task includes effort to finalize lighting design, electrical circuitry, installation details, and electrical service design. Lighting area of work is at the pedestrian bridge approaches and the pedestrian bridge. Removals and abandonment of the property owners existing parking lot lights would be outside this scope and an item negotiated and compensated for in the ROW appraisals, negotiations, and acquisition process.
5. **Quantities/Estimates:** This task includes effort to update quantities (based on revisions from this phase) using NDOT standard bid items. This includes preparation of horseblankets for drainage items. This effort also includes breaking out quantities for LPA responsibilities during construction such as, but not limited to:
 - a. Pavement Marking & Signing Quantities
 - b. Watermain/Hydrant relocation quantities
 - c. RRFB quantities
6. **Special Plans.** This task includes effort to prepare Special Plans for:
 - a. Pedestrian Safety Railing
 - b. Curb walls
 - c. Shallow pipe crossings
 - d. MSE wall typical sections
 - e. MSE wall plan/profiles
 - f. Trail Signs
 - g. Bike Lane Markings
7. **Miscellaneous:** This task includes completion of any necessary forms as required in the deliverables section such as:
 - a. NDOT Form 64E
 - b. NDOT Form 415
 - c. NDOT Form 280
 - d. Special Plans List
 - e. Special Provisions (draft)
 - f. Standard Plan List
8. **Draft PS&E Submittal:** This task includes effort to compile and print the plan set to PDF format. The Consultant shall submit a draft PS&E package, to the Project Liaison and LAD PC for final review. The package will include the plan set and total project quantities. Below is the order the plans are to be arranged in the plan set.
 - Title Sheet
 - Typical Cross-Sections
 - Environmental or Aerial Sheets (including Wetlands)
 - Horizontal Alignment and Control Points
 - General Information Sheets

- Construction, Removals, Geometrics and Grades
- Erosion & Sediment Control (w/ Wetland Areas)
- Utility Rehabilitation Plans (K Sheets)
- Plan and Profile Sheets
- Pavement Marking & Signing Plans
- Lighting Plans
- Earthwork Data Sheets
- Drainage Structure Cross-Section Sheets
- Bridge Plans
- Special Plans from Bridge
- Special Plans from Roadway
- Right-of-Way Appraisal Plans
- Trail Cross-Sections

The only revisions to the Draft PS&E plans would be modifications resulting from right of way negotiations, ~~design modifications due to unknown utility conflicts,~~ review comments from NDOT or the LPA, or revisions requested by an affected railroad.

DELIVERABLES FOR DRAFT PS&E SUBMITTAL:

- a. Grading Item Summary, NDOT Form 64E
- b. Table of Drainage Summary Items, "Horse blankets"
- c. Length Sheet, NDOT Form 415
- d. OnBase (NDOT RD PS&E Plans)
- e. One full-sized .pdf set each of "Pre PS&E Plans" and "Pre PS&E Cross Sections"
- f. PS&E Required Sheet (Word format), NDOT Form 280
- g. Special Plans list (from NDOT's "Standard/Special Plans" book)
- h. Special Provisions (draft)
- i. Standard Plan list (from NDOT's "Standard/Special Plans" book)
- j. Summary of Quantities, NDOT Form 355

FINAL PS&E SUBMITTAL/BLUE LINE CORRECTIONS

1. **Final PS&E Submittal.** Upon incorporating review comments into the plan set and special provisions, the Consultant shall prepare and submit all drawings, special provisions, and an estimate of quantities to the LAD Project Coordinator for the final PS&E review.
2. **Address comments or questions** during PS&E Review this includes the effort of addressing any questions or comments that arise during the PS&E review. And making corrections per PS&E Comments (not to include errors or omissions), this includes corrections based on PS&E comments that make the plans biddable (bluelines).
3. **Printing** this includes effort to print and resubmit any sheets that change based on PS&E comments (not to include errors or omissions).
 - Title Sheet (Provided by NDOT)
 - Typical Cross-Sections
 - Summary of Quantities (Provided by NDOT)
 - Summary of Soil and Materials Survey Information (Provided by NDOT)
 - Environmental or Aerial Sheets (including Wetlands)
 - Horizontal Alignment and Control Points
 - General Information Sheets
 - Construction, Removals, Geometrics and Grades
 - Erosion & Sediment Control (w/ Wetland Areas)
 - Utility Rehabilitation Plans (K Sheets)
 - Plan and Profile Sheets
 - Pavement Marking & Signing Plans
 - Lighting Plans
 - Earthwork Data Sheets
 - Drainage Structure Cross-Section Sheets
 - Bridge Plans
 - Special Plans from Bridge
 - Special Plans from Roadway
 - Right-of-Way PS&E Plans
 - Trail Cross-Sections
 - Standard Plans (Provided by NDOT)

4. **SWPPP Coordination:** This task includes effort to provide information to NDOT for NDOT to prepare the NPDES Construction Stormwater Permit, the Stormwater Pollution Prevention Plan (SWPPP) for the project.
5. **Temporary Erosion Control Sheets:** After PS&E corrections are complete, the Consultant shall produce temporary erosion control sheets for the Stormwater Pollution Prevention Plan. These are to be submitted in electronic form (.pdf) as half-sized plan sheets. These sheets do not need to be stamped plans. The temporary erosion control sheets must include the following items:
 - a. Topography
 - b. New design (do not include erosion control design)
 - c. New drainage
 - d. Wetlands and Legend
 - e. Ditches with slopes and arrows
 - f. Limits of Construction lines
 - g. Restricted areas
 - h. Contours (Attach the contour file with a "c1" logical name) (Only show contours if there are reconstruction design contours.)
 - i. R.O.W. (If possible) (legend cell: tempeclegend – change the legend to match the ROW lines used on your project)
6. **Letting Task**
 - a. Answering questions received from Contractors during Letting Phase
 - b. ~~Supplying information to NDOT for preparing addendums~~ (will be supplemented with future contract if needed)
 - c. Shop drawing review/approvals

Deliverables for Final Plans (PS&E) Phase include

- a. Revised Waterway Permit Data Sheet, NDOT Form 290
- b. Floodplain Certification Package
 - Floodplain Certification and Permit (if applicable)
- c. Opinion of Probable Construction Cost
- d. Two full-size sets of Final Plan electronic files (one stamped/signed and one unstamped/unsigned both with preliminary stamp removed).
- e. Project Information Sheet, NDOT Form 342
- f. Project Quantity Sheet, NDOT Form 343E
- g. Summary of Quantity Sheets, NDOT Form 355
- h. Summary of Quantities and Locations of Surfaced Driveways/Intersections (if applicable)
- i. Table of Drainage Summary Items, "Horse blankets"
- j. Length Sheet, NDOT Form 415
- k. PS&E Required Sheet, NDOT Form 280
- l. Grading Item Summary, NDOT Form 64E
- m. Special Provisions
- n. Standard Plan listing
- o. Special Plan listing
- p. Certification of Compliance, NDOT Form 366
- q. Construction and working day estimates

RIGHT-OF-WAY DESIGN SERVICES

1. **TITLE RESEARCH** Any additional or updated Title Information would be provided by NDOT.
3. **ROW PLANS**
 1. The consultant shall reference construction elements and roadway design information contained in the design files (alignment, feature, loc, etc.) to the ownership plans. The proposed design alignment shall be referenced to the ROW Appraisal plans instead of the preliminary project alignment. Construction elements to be referenced include items such as limits of construction (LOC's), pavement edges, sidewalks, sewers, drives, culverts, drainage structures, dikes, retaining walls, bridges, guardrail, wetland mitigation sites, construction staging areas, temporary roads, erosion control, traffic signals, street lights, etc.
 2. The Consultant shall design the new ROW and easements necessary to construct, operate, and maintain the transportation facility and in accordance with NDOT's General ROW Design Guidelines. All new acquisitions shall be shown on the ROW plans and patterned accordingly.

3. Tract numbers are to be assigned to all parcels from which property rights will be acquired from.
4. Station and offsets shall be placed and referenced to the project design alignment for all new Right of Way, permanent easements, and control of access lines at their break points, intersects with property lines, and intersects with section lines and 1/4 section lines.
5. The consultant shall determine if any existing items within the temporary or permanent easements can be left in place and not disturbed during the construction of the project. If so a "Do Not Disturb" (DND) note shall be placed on the ROW and construction plans. The DND note shall identify the type of item (i.e. tree, fence, landscaping etc.) and its location either with a note leader or the Station and offset of the item.
6. All text must be legible and not overlapping other text, construction items, topography, or patterning.
7. The Consultant shall submit to the ROW Design Section no later than the scheduled date one set of Preliminary ROW Plans with each sheet dated in the lower right corner. Each sheet shall be labeled as "Preliminary ROW Plans" and that they are "Preliminary Plans – Not Final Subject to Change".
8. The Consultant shall submit all Preliminary ROW plan sheets in pdf format.
9. The Consultant shall monitor all project scope and project design information throughout the development of the project. All ROW Design information and requirements shall be updated as necessary to reflect the latest project scope and project design.
10. Each time a Preliminary ROW Plan revision is done the date of the revision will be shown in the lower right corner of the revised sheet(s). When submitting revised Preliminary ROW plans the Consultant shall include an electronic transmittal sheet listing all revisions made to the plans.
11. After the Preliminary ROW plans are submitted the Local Assistance Division and the ROW Design Section will arrange a Preliminary ROW Design review meeting. A representative of the Consultant shall attend this meeting. The consultant may also be requested to submit a kmz file with the Preliminary ROW plans for use at the Preliminary ROW Design review meeting.
12. After the ROW review meeting, the Consultant shall make all the necessary revisions, corrections, etc. from the Preliminary ROW Review meeting.
13. Each separate area to be acquired within a tract that is described with its own legal description shall be assigned an acquisition type and a sequential number. A tract can have multiple acquisition areas, which when assembled, encompass all the property rights that are being acquired from that tract. Areas where absolute ownership is being acquired (ROW) shall be assigned a ROW1. Each Permanent and Temporary Easement area to be acquired are to be assigned a PE1 or TE1 respectively. If more than one acquisition area per tract occurs a consecutive number will be assigned to the subsequent area (i.e., ROW2, PE2, TE2 etc.) The ROW areas do not need to be labeled on the plans, but each new easement must be labeled with its acquisition type and number along with their respective purposes.
14. All text must be legible and not overlapping other text, topography, construction items, or patterning.
15. The Consultant shall prepare legal descriptions (distances and deflections, no bearings or azimuths) for all ROW, control of access, permanent easements, and temporary easements. Legal descriptions must follow NDOT's standard legal description format and use NDOT's Standard Library statements. Degrees, Minutes, Seconds, Feet, etc. must be spelled out in text format in the legal descriptions. Symbols such as °, ', and " must not be used to denote units of measurement in the legal descriptions. Superscript text should also not be used in legal descriptions. Generally urban areas are to be calculated in square feet rounded up to the nearest whole square foot, and rural areas are to be in acres rounded up to two decimal places. During the appraisal process the consultant may be directed to use different units depending on the particular characteristics of the property. The legal descriptions shall be submitted in electronic text format (not pdf). Each legal description shall be identified by the project control number, its tract number, acquisition type, and its sequential number. Legal descriptions can be submitted in one text document, or each tract can have its own document. BEFORE SUBMITTAL TO NDOT ALL LEGAL DESCRIPTIONS SHALL BE REVIEWED AND APPROVED BY A REGISTERED LAND SURVEYOR REGISTERED IN THE STATE OF NEBRASKA.
16. The consultant shall update the situation sheet (sheet 1) as needed. The tract numbers assigned to each parcel shall be added to the corresponding parcel on the situation sheet.
17. The Consultant shall prepare a summary of areas sheet (#2 sheet). The #2 sheet must display all tract numbers, the owner(s) name, how the title is held, and the summary legal description (lot-block, Tax Lot, Quarter Section, etc.), the areas of all acquisitions, and the ROW sheet number(s) where the tract is located.
18. The Consultant shall submit to the ROW Design Section no later than the scheduled date one set of legal descriptions in the specified format, and one set of Appraisal Plans with

- each ROW plan sheet dated in the lower right corner. Each sheet shall be labeled as "Appraisal Plans" and that they are "Preliminary Plans – Not Final Subject to Change".
19. The Consultant shall submit all Appraisal plan sheets in pdf format.
 20. The Consultant shall monitor all project scope and project design information throughout the development of the project. All ROW Design information and requirements shall be updated as necessary to reflect the latest project scope and project design.
 21. The Consultant shall make ROW design alterations as required by the State during the Appraisal of the ROW. The revisions must be made within five (5) working days after the State requests the revision.
 22. Each time an Appraisal Plan revision is done the date of the revision will be shown in the lower right corner of the revised ROW plan sheet(s).
 23. Each time a revision is made to a legal description the date of the revision shall be placed with the tract number, acquisition type, and its sequential number identifier.
 24. Each time a revision to the legal descriptions or Appraisal Plans are made the Consultant shall submit updated versions of all affected electronic legal description text.
 25. When submitting revised Appraisal plans or legal descriptions the Consultant shall include an electronic transmittal sheet listing all revisions made to the plans and/or legal descriptions in chronological order for the duration of the appraisal stage.
 26. Upon request the Consultant shall submit a ROW staking listing for any tracts requested within three working days of the request. The listing must provide station offsets to the design centerline and coordinates for all ROW, PE, TE, and control of access lines at all break points, TS, SC, CS, ST, TC, CT, centerline deflections, and at every 100 feet or even stations like the cross sections. The staking report shall be provided in Excel and csv formats. Program and instructions for making the staking reports are found on the NDOT website.
 27. A pre-appraisal and/or appraisal meeting may be held to inform the appraisers of the aspects and history of the project and to answer any questions they may have. A representative of the Consultant shall attend these meetings. The consultant may also be requested to submit a kmz file for use at these meetings.
 28. The Consultant shall make ROW design alterations as required by the State during the acquisition phase of the ROW process. The revisions must be made within five working days after the State requests the revision. It is assumed that up to 13 tracts would require revisions on this project as a result of the acquisition / negotiation process.
 29. Each time a Negotiation Plan revision is done the date of the revision will be shown in the lower right corner of the revised ROW plan sheet(s).
 30. Each time a revision is made to a legal description the date of the revision shall be placed with the tract number, acquisition type, and its sequential number identifier.
 31. Each time a revision to the legal descriptions, Negotiation Plans, or staking report is made the Consultant shall submit updated versions of all affected electronic legal description text and staking report files.
 32. When submitting revised Negotiation plans, legal descriptions, or staking reports, the Consultant shall include an electronic transmittal sheet listing all revisions made to the plans, legal descriptions, and/or staking reports in chronological order for the duration of the acquisition stage of the project.
 33. The Consultant shall submit to the ROW Design Section within seven working days of their request 2 sets of PS&E ROW plans (as described in the Project ROW Plans Format) in PDF format as specified below:
 - a. One PS&E ROW set with Preliminary stamp OFF/Seal OFF uploaded to the _EPlans folder on ProjectWise with the name of the PDF "13275 ROW Prelim Plans"
 - b. One PS&E ROW set with Preliminary stamp OFF/Seal ON and electronically signed uploaded to the _EPlans folder on ProjectWise with the name of the PDF "13275 ROW Final Plans"

The PS&E plan set shall consist of all Negotiation Plan sheets except the title sheet, situation sheet, and summary of areas sheet (2 sheet); and shall have the following changes made:

 - a. The Negotiation Plan stamp will be removed along with any "revised" stamps.
 - b. Any construction notes will be removed from the ROW plan sheets by shutting off the level(s) in which they are placed except for "Do Not Disturb" notes which are to remain on the PS&E ROW Plans.
 34. The Consultant shall stamp, sign, and date PS&E ROW plans. The seal of the Consultant should be CADD generated that is then electronically signed and dated by the Professional Civil Engineer or Registered Land Surveyor registered in Nebraska.
 35. The PS&E plans shall incorporate all negotiation plans revisions.
 36. The Consultant shall make PS&E corrections as required by the state during the PS&E letting package preparation process. Any updated ROW Design CADD and GEOPAK ROW files shall also be submitted with the revised PS&E ROW plans as necessary. The revisions must be made within five working days after the state requests the revision.

BRIDGE DESIGN SERVICES

- 1) **Final Bridge Design.** The Consultant shall prepare final bridge design plans for the pedestrian bridge structure over US-81, and as detailed in the bridge design data sheets approved by the State.
 - a. The Consultant shall compute quantities according to the standard bid items in the Standard Specifications.
 - b. The Consultant shall prepare a list of all current standard special provisions that pertain to this project. In addition, the Consultant shall prepare special provisions for any bid item not in accordance with the Standard Specifications.
 - c. If any proprietary items are specified in the final design plans, the Consultant shall list at least three manufacturers in the plans and special provisions, or a general specification eliminating any reference to proprietary names. In addition, the Consultant shall provide to the State any technical brochures pertaining to the proposed products.
 - d. 75% Bridge Plan Submittal. The Consultant shall submit to the LAD PC PDF plans via the State's FTP site for the 75% review when the initial design and detailing is completed, but prior to the checking. To avoid delays in the design, during this period of preliminary review, the Consultant may proceed with the bridge design check.
 - e. 90% Bridge Plan Submittal. The Consultant shall submit to the LAD PC PDF plans via the State's FTP site for the 90% review when the design and detail check is complete, and a draft copy of the special provisions.
 - f. 100% Final Bridge Plan Submittal. The Consultant shall submit final drawings and final special provisions when all final corrections and quantity calculations are completed. The consultant shall submit one complete set of design calculations and one complete set of check calculations, including copies of any computer output used in the design and check calculations. Also, to be submitted, is one complete set of quantity calculations and one complete set of quantity check calculations (including copies of any applicable computer output). All design/check calculations and all quantity/check calculations, the Word files for the special provisions, and a PDF of the final bridge plans shall be submitted via LAD PC.
 - g. The Consultant shall do the design check calculations and check quantity calculations independent from the original design calculations and original quantity calculations. All check calculations are to be performed by a person of equal professional status as the one who performed the original calculations.
 - h. The Consultant shall show the names of the individuals preparing and checking the work, along with the date on each sheet of the original design, design check calculations, and quantity calculations and check quantity calculations. The Consultant shall make sure that all calculations are properly indexed, arranged in a logical and orderly manner.
 - i. The Consultant shall provide shim data (deflections due to slab and curb/rail weight).
- 2) **Final Bridge Plans.** Requirements for bridge design plans:
 - a. The Consultant shall prepare final bridge design plans on sheets in accordance with the format described in this Scope of Services.
 - b. The Consultant shall provide a title block along the right side of each sheet that is in conformance with the "Bridge Office Policies and Procedures Manual".
 - c. The Consultant shall draft all structural details at a scale which will clearly show all details, notes, and lettering when the plans are reduced to half size.
 - d. The Consultant shall put the seal and signature of a registered professional engineer licensed to practice in the State of Nebraska on all sheets of the final design plans.
- 3) **MSE Wall Design.** The Consultant will design four MSE (Mechanically Stabilized Earth) walls utilizing small, reinforced blocks at the pedestrian bridge approaches. The maximum exposed heights of the walls are expected to be approximately 12 feet or less and would provide grade separation for the new pedestrian bridge. The Consultant will perform the following services:
 - a. Design of the retaining walls in accordance with NCMA design guidelines
 - b. Global Stability Analysis on the critical wall sections
 - c. Preparation of design calculations
 - d. Preparation of construction documents, plans and design notes.

- 4) ~~Load Rating Services~~ (will be handled as a supplement to this contract if needed) ~~Load Rating Services shall include the following:~~
- ~~a. Provide bridge rating using BrR software. A Load Rating Summary Sheet (BR Form 465, current version; form available on NDOT website) and the load rating calculations shall be provided for the bridge.~~
 - ~~b. The load rating shall include analysis for the Special Haul Vehicles SU4, SU5, SU6 and SU7 Trucks shown in the latest version of the Manual for Bridge Evaluation. NDOT Rating Trucks shall also be included in the load rating analysis. The load rating shall be performed in accordance with NDOT's Bridge Inspection Program Manual. The consultant should utilize the Load Rating Report checklist in this manual when completing the load rating.~~
- 5) ~~Girder Shim Calculations~~ (will be handled as a supplement to this contract if needed)
- ~~a. The Engineer shall provide to the Consultant the height of instrument elevation and the rod readings taken on top of the girders at the points designated by the Consultant.~~
 - ~~b. The Consultant shall calculate the girder shims of each point and provide the results to the Engineer.~~
 - ~~c. The Consultant shall recommend any needed adjustments to the grade, shear connector embedment, etc. to provide for proper girder shims.~~

NOTE: The State may make suggestions or comments and will attempt to return the plans within approximately two weeks after receiving the plans from the Consultant for the above bridge plan submittals.

WATERLINE/SANITARY SEWER RELOCATION/RECONSTRUCTION

Waterline/Sanitary Sewer Relocation/Reconstruction services are not included within this contract. If these services are needed for the project they will be included within a supplemental agreement. Hydrants to be relocated with the project as assumed to be a LPA responsibility during construction.

DELIVERABLES

- 1. Required Materials and Agendas for PCM Meetings
- 2. Utility Coordination Forms
- 3. Utility Pole Listings
- 4. Stakeholder Meeting Notes
- 5. Encroachment Review Report
- 6. Staking for Appraisals, Negotiations, & Condemnations (if applicable)
- 7. Condemnation Plats (if applicable)
- 8. Draft PS&E Plans and Deliverables (as described in the Draft PS&E Submittal Section)
- 9. Final PS&E Plans and Deliverables (as described in the Final PS&E Submittal Section)
- 10. Preliminary ROW Plans
- 11. Appraisal Plans
- 12. Negotiation Plans
- 13. PS&E ROW Plans
- 14. Archived ROW Plans
- 15. Final Bridge Design Plans

SCHEDULE

- | | |
|--------------------------------------|----------------------|
| 1. Notice to Proceed (NTP) | Completed - 02/23/23 |
| 2. Project Kickoff Meeting | Completed - 03/07/23 |
| 3. PCM 0 Meeting | Completed - 03/16/23 |
| 4. Design Charrette Meeting | Completed - 03/30/23 |
| 5. Lidar Survey Complete & Processed | Completed - 06/02/23 |
| 6. PCM 20 Meeting | Completed - 08/31/23 |
| 7. Trail Design PIH Submittal | Completed - 08/31/23 |
| 8. PCM 30 Meeting | Completed - 09/14/23 |
| 9. Plan-in-Hand Visit | Completed - 09/25/23 |
| 10. Trail Design Post-PIH Submittal | Completed - 01/12/24 |
| 11. PCM 35 Meeting | Completed - 01/22/24 |
| 12. Public Meeting | Completed- 05/28/24 |
| 13. Submit Draft CE | Oct. 2024 |
| 14. PCM 50 Meeting (If needed) | Nov. 2024 |
| 15. Anticipated Approved CE | Dec. 2024 |
| 16. PCM 70 Meeting | Jan. 2025 |

17. Begin ROW Acquisition Process	Feb. 2025
18. Draft PS&E Submittal	Dec. 2025
19. PS&E Submittal	Feb 2026
20. PCM 80 Meeting (If needed)	April 2026
21. Anticipated Completed ROW Acquisitions	May 2026
22. PCM 90 Meeting	06/18/26
23. Bluelines PS&E Submittal	06/29/26
24. Obligation of Construction Dollars	July 2026
25. Project Letting	08/27/26
26. Obligation of Construction Funds Deadline	09/30/26
27. Contract Amendment End Date	12/31/26
28. Construction	Spring 2027 – Fall 2028
29. Expenditure of Construction Funds Deadline	09/30/31

Staffing Plan (CPFF)

Supplement 2

Project Name:

Project Access York

Consultant:

Olsson

Consultant PM:

Patrick Lusk, 402-458-5004, plusk@olsson.com

LPA RC:

Example: Sue Jones, 402-777-0000, sue@lpa.gov

NDOT PC:

Paul Kieper, paul.kieper@nebraska.gov

Date:


August 29, 2024

Project Number:

DPS-93(15)

Control Number:

43010



#	Code	Classification	#	Code	Classification
1	PR	Principal	6	TECH	Technician
2	PM	Project Manager	7	RLS	Registered Land Surveyor
3	SENG	Sr. Engineer	8	SPC	Survey Party Chief
4	ENG	Engineer	9	SUR	Surveyor I
5	SDES	Sr. Designer/Technician	10	ADM	Administrative

Overhead Rate ^[1]	
185.69%	0.00%
Fee for Profit Rate ^[2]	
12.00%	\$0.00
FCCM (if applicable)	
1.00%	0.00%

BLENDED RATES TABLE

Template: T-WB-B-2 LPA PE (rev 10-23-2019) CPFF

Employee Name	Job Title & Certifications ^[3]	Current Actual Salary Rate/Hr ^[4]	% Assigned
Principal			
Tony Baumert	Vice President	\$81.73	100%
Blended Rate:		\$81.73	\$0.00
Project Manager			
Patrick Lusk	Project Manager	\$53.85	100%
Blended Rate:		\$53.85	\$0.00
Sr. Engineer			
Jon Olsen	QAQC Lead	\$74.28	15%
James Landrum	Lead Geotechnical Engineer	\$72.60	2%
Shane King	Technical Leader - Traffic	\$70.19	10%
Denny Blind	Senior Landscape Architect	\$59.13	20%
Ian Dillon	Senior Geotechnical Engineer	\$54.09	10%
Brandon Roesler	Team Leader - Bridge Design	\$61.06	40%
Lance Murry	Survey Team Leader - Ground	\$53.85	2%
Frank Egelhoff	Senior Engineer - Electrical	\$73.80	1%
Blended Rate:		\$63.09	\$0.00
Engineer			
Jacob Delone	Engineer - Bridge Design	\$39.66	50%
Sarah Hruby	Engineer - Roadway Design	\$40.38	20%
Pavel Karamshin	Assistant Engineer - Traffic Design	\$36.30	20%
Robert Sherwood	Associate Engineer - Geotech	\$36.06	5%
Kyle McLaughlin	Transportation Planner	\$45.19	5%
Blended Rate:		\$39.23	\$0.00
Sr. Designer/Technician			
Chase Jelden	Environmental Scientist	\$38.94	5%
Becky Zoubek	Senior Technician - Lighting	\$61.54	95%
Blended Rate:		\$60.41	\$0.00
Technician			
Ed Klein	Assistant Technician - Lighting	\$31.00	5%
Jeremy Vesely	Senior Technician - Roadway	\$37.00	20%
Stacey Fryc	Survey Technician	\$33.50	5%
Mark Lambertus	Senior Technician - ROW Design	\$36.75	35%
Tyler Troxel	Senior Technician - Bridge Design	\$29.25	20%
Jason Martins	Design Technician Manager - Roadway	\$52.16	15%
Blended Rate:		\$37.16	\$0.00
Registered Land Surveyor			
Daniel Thomson	Senior Surveyor	\$49.04	100%
Blended Rate:		\$49.04	\$0.00
Survey Party Chief			
Rey Alcalde	Associate Surveyor	\$33.00	50%
Brandon Clark	Associate Surveyor	\$40.00	50%
Blended Rate:		\$36.50	\$0.00

BLENDED RATES TABLE

Template: T-WB-B-2 LPA PE (rev 10-23-2019) CPFF

Employee Name	Job Title & Certifications ^[3]	Current Actual Salary Rate/Hr ^[4]	% Assigned
Surveyor I			
Zach Leffler	Assistant Surveyor	\$22.00	100%
Blended Rate:		\$22.00	\$0.00
Administrative			
Stacey Roach	Public Involvement Specialist	\$41.59	100%
Blended Rate:		\$41.59	\$0.00

Consultant's Estimate of Hours

Supplement 2

Project Name: Project Access York

Consultant: Olsson

Consultant PM: Patrick Lusk, 402-458-5004, plusk@olsson.com

NDOT PC: Paul Kieper, paul.kieper@nebraska.gov

Date: August 29, 2024

Project Number: DPS-93(15)

Control Number: 43010

TASKS	PERSONNEL CLASSIFICATIONS										
	PR	PM	SENG	ENG	SDES	TECH	RLS	SPC	SUR	ADM	Total
I. Project Management & Quality Control	4	210	104	0	0	0	0	0	0	8	326
1. Project Management	4	206	20								230
3. Quality Assurance / Quality Control			80								80
4. Public Outreach Updates		4	4							8	16
											0
II. Meetings	0	16	2	10	8	0	0	0	0	0	36
3. Project Coordination Meetings (2 Additional Meetings)		8	2	2	8						20
9. Encroachment Review Meeting		8		8							0
											0
III. Survey	0	0	18	0	0	76	40	130	130	0	394
9. Appraisals & Negotiations Staking the Right of Way.			8			36		110	110		0
10. Staking Right of Way for Condemnation Hearing			6					20	20		0
11. Condemnation Plats			4			40	40				0
											0
V. Post Plan in Hand Plans	0	24	0	0	0	72	0	0	0	0	96
7. Utility Coordination		16									16
19. Utility Rehabilitation Plans (K Sheets)		8				72					80
											0
VI. Draft PS&E Plan Review	0	96	84	278	44	356	0	0	0	0	858
1. Incorporate Review Comments		40		40		80					160
2. Pavement Marking and Signing			40	150		40					230
3. Pedestrian Crossing Signal (RRFB) Plans				8		8					16
4. Lighting Plans		4	8		40	108					160
5. Quantities/Estimates		16	4	20	4	32					76
6. Special Plans		12	8	60		80					160
7. Miscellaneous		16	24								40
8. Draft PS&E Submittal		8				8					16
											0
VII. Final PS&E Submittal/Blue Line Corrections	0	40	32	40	8	40	0	0	0	0	160
1. Final PS&E Submittal		8				16					24
2. Address comments or questions		8	16	40		16					80
3. Printing		4				4					8
4. SWPPP Coordination		8									8
5. Temporary Erosion Control Sheets		4				4					8
6. Letting Task		8	16		8						32
											0
VIII. Right of Way Design	0	0	0	0	0	602	180	0	0	0	782
3. ROW Plans						602	180				782
											0
IX. Bridge Design Services	0	0	182	334	0	344	0	0	0	0	860
4. Final Bridge Design & Plans											0
a) Typical Sheets											0
General Notes Quantities and Index			4	10		2					16
General Plan and Elevation			10	30		40					80
Coordinate Layout and Data											0
Geological Profile/Pile Layout and Data			6	10		20					36
Abutments			8	18		36					62
Piers			20	60		80					160
Bearings			8	16		10					34
Girder Layout/Girder Data/Superstructure System			24	52		54					130
Typical Section			6	10		10					26
Pedestrian Railing			10	20		46					76
Miscellaneous Details			8	16		26					50
Bill of Bars and Bending Diagrams			16	30							46

TASKS	PERSONNEL CLASSIFICATIONS										
	PR	PM	SENG	ENG	SDES	TECH	RLS	SPC	SUR	ADM	Total
Lighting			10	20		20					50
Floor Drains/ Drainage System											0
Quantities			10	20							30
Special Provisions			6	10							16
MSE Wall Design			36	12							48
											0
Total Days	0.5	48.3	52.8	82.8	7.5	186	27.5	16.3	16	1	439
Total Hours	4	386	422	662	60	1490	220	130	130	8	3,512.0

Direct Expenses

Supplement 2

Project Name: Project Access York

Project Number: DPS-93(15)

Consultant: Olsson

Control Number: 43010

Date: August 29, 2024

Subconsultants:			Amount
Subtotal			\$0.00
Printing and Reproduction:	Qty	Unit Cost	Amount
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Subtotal			\$0.00
Mileage/Travel:	Qty	Unit Cost	Amount
Mileage: 30 roundtrips from Lincoln @ 105 miles	3150	\$0.670	\$2,110.50
			\$0.00
Subtotal			\$2,110.50
Lodging/Meals:	Qty	Unit Cost	Amount
Motel - Standard Rate \$98+tax: 2 People @ 2 Nights		\$115.00	\$0.00
Meals & Incidentals (NDOT Per Diem Rate, full days): 2 People, 2 Full Days		\$59.00	\$0.00
Meals & Incidentals (NDOT Per Diem Rate, first & last day): 2 People; 1 First		\$44.25	\$0.00
Meals & Incidentals (NDOT Per Diem Rate, Lunch)	50	\$15.00	\$750.00
			\$0.00
Subtotal			\$750.00
Other Miscellaneous Costs:	Qty	Unit Cost	Amount
Wood Lath for Staking	1000	\$2.00	\$2,000.00
GPS Equipment Daily Unit Rate	25	\$150.00	\$3,750.00
			\$0.00
Subtotal			\$5,750.00
TOTAL DIRECT EXPENSES			\$8,610.50

Notes & Assumptions	Supplement 2
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Notes & Assumptions	Supplement 2
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Project Name: Project Access York

Consultant: Olsson

Date: August 29, 2024

Project Number: DPS-93(15)
Control Number: 43010

[illegible]

Project Cost & Breakdown

Supplement 2

Project Name: Project Access York

Consultant: Olsson

Consultant PM: Patrick Lusk, 402-458-5004, plusk@olsson.com

NDOT PC: Paul Kieper, paul.kieper@nebraska.gov

Date: August 29, 2024

Project Number: DPS-93(15)

Control Number: 43010

DIRECT LABOR COSTS			
Classification	Hours	Rate	Amount
Principal	4	\$81.73	\$326.92
Project Manager	386	\$53.85	\$20,786.10
Sr. Engineer	422	\$63.09	\$26,623.98
Engineer	662	\$39.23	\$25,970.26
Sr. Designer/Technician	60	\$60.41	\$3,624.60
Technician	1490	\$37.16	\$55,368.40
Registered Land Surveyor	220	\$49.04	\$10,788.80
Survey Party Chief	130	\$36.50	\$4,745.00
Surveyor I	130	\$22.00	\$2,860.00
Administrative	8	\$41.59	\$332.72
	3512	Subtotal	\$151,426.78

DIRECT EXPENSES		Amount
Subconsultants:		\$0.00
Printing And Reproduction:		\$0.00
Mileage/Travel:		\$2,110.50
Lodging/Meals:		\$750.00
Other Miscellaneous Costs:		\$5,750.00
Subtotal		\$8,610.50

TOTAL PROJECT COSTS		Amount
Direct Labor Costs		\$151,426.78
Labor Cost Escalation Factor for Multi-year Projects (if allowed): Y 3.0 years @ 3.0% / year = 3.05%		\$4,618.52
Overhead @ 185.69%		\$289,760.51
Facility Capital Cost of Money (FCCM) @ 1.000% (labor costs x FCCM%)		\$1,560.45
Direct Expenses		\$8,610.50
Fee for Profit Rate @ 12.00%		\$53,496.70
TOTAL COST		\$509,473.46

RESOLUTION
PRELIMINARY ENGINEERING SERVICES AGREEMENT
SUPPLEMENTAL AGREEMENT NO. 2 – BK2301

CITY OF YORK

Resolution No. 2024-28

Whereas: City of York and Olsson, Inc. have previously executed a Preliminary Engineering Services Agreement (BK2301) for a transportation project for which the Local Public Agency (LPA) would like to obtain Federal funds; and

Whereas: City of York understands that it must continue to strictly follow all Federal, State, and local laws, rules, regulations, policies, and guidelines applicable to the funding of this Federal-aid project; and

Whereas: City of York and Olsson, Inc. wish to enter into a preliminary engineering services supplemental agreement, setting out modifications and/or additional duties and/or funding responsibilities for the Federal-aid project.

Be It Resolved: by the City Council of York, Nebraska that:

Barry Redfern, Mayor of City of York, is hereby authorized to sign the attached Preliminary Engineering Services Supplemental Agreement No. 2 between the City of York and Olsson, Inc.

NDOT Project Number: DPS-93(15)
NDOT Control Number: 43010
NDOT Project Description: Project Access York

Adopted this 19 day of September, 2024 at York NE Nebraska.

The City Council of York, Nebraska:

<u>Matt Wagner - N</u>	<u>Tony North - Y</u>
<u>Jeff Pieper - Y</u>	<u>Jennifer Sheppard - Y</u>
<u>Scott Van Esch - Y</u>	<u>Stephen Postier - Y</u>
<u>Vicki Northrop - N</u>	<u>Jerry Wilkinson - N</u>

Board/Council Member North
Moved the adoption of said resolution
Member Pieper Seconded the Motion
Roll Call: 5 Yes 3 No 0 Abstained 0 Absent
Resolution adopted, signed, and billed as adopted

Attest:

Amanda King
Signature City Clerk

