REGULAR MEETING:

1. Meeting called to order

2. Roll call

CONSENT AGENDA: All items in the consent agenda are considered to be routine by the Utility and Infrastructure Board and will be enacted by one motion. There will be no separate discussion of these items unless a Board Member or a citizen so requests, in which event the item will be removed from the consent agenda and considered separately.

3. Approve minutes of October 8, 2019.


REGULAR AGENDA:


7. Consider bid for Ditch Witch FT80T4 Trencher for the Distribution Department.


10. Consider Supplemental Agreement 8 for Preliminary Engineering for Rawhide Creek Trail Project.

11. Consider Ordinance 5510 for Sale and Conveyance of Real Estate to the Nebraska Department of Transportation for the Southeast Beltway Roadway Project.

13. Consider Ordinance 5511 to correct the Electric Rate Schedule.

14. Move to change last meeting in December from December 31, 2019 to December 30, 2019.

15. City Administrator Update (no board action is requested).
   a. Fremont, Farmland and Railroad Levee Update

16. Adjournment

The agenda was posted at the Municipal Building on October 25, 2019. The agenda and enclosures are distributed to the Board and posted on the City of Fremont’s website. The official current copy of the agenda is available at Municipal Building, 400 East Military, office of the City Administrator. A copy of the Open Meeting Law is posted in the 2nd floor conference room for review by the public. The Utility & Infrastructure Board reserves the right to adjust the order of items on this agenda.
A meeting of the Utility and Infrastructure Board was held on October 8, 2019 at 4:00 p.m. in the 2nd floor meeting room at 400 East Military, Fremont, Nebraska. The meeting was preceded by publicized notice in the Fremont Tribune and the agenda displayed in the Municipal Building. The meeting was open to the public. A continually current copy of the agenda was available for public inspection at the office of the City Administrator, 400 East Military. The agenda was distributed to the Utility and Infrastructure Board on October 7, 2019 and posted, along with the supporting documents, on the City’s website. A copy of the open meeting law is posted continually for public inspection.

ROLL CALL
Roll call showed Board Members Sawtelle, Shelso, Wiese, Vering, and Bolton present. 5 present, 0 absent. Others in attendance included Brian Newton, City Admin.; Troy Schaben, Asst. City Admin-Utilities; Jody Sanders; Acctng Dir.; Lottie Mitchell, Exec. Assist; Keith Kontor, Water/Sewer/WWTP Supt.; Kirk Hillrichs, Gas Supt.; Nick Brand, Dir. of IT; and Mark Vyhlidal, Supt of Public Services.

CONSENT AGENDA
Moved by Member Shelso and seconded by Member Vering to approve items 3-5 (Minutes from September 24, 2019, Accounts Payable through October 8, 2019, the Investment Report). Ayes: Sawtelle, Wiese, Shelso, Vering and Bolton. Motion carried 5-0.

CONSIDER BID FOR 416FST CATERPILLAR BACKHOE FOR THE GAS DEPARTMENT.
Hillrichs gave overview. Moved by Member Vering and seconded by Member Wiese to recommend to City Council to approve Sourcewell purchasing contract #032119-cat for a Cat Backhoe 416FST in the amount of $97,360.00. Ayes: Sawtelle, Wiese, Shelso, Vering and Bolton. Motion carried 5-0.

CONSIDER MICROSOFT LICENSING AGREEMENT.
Brand gave overview. Moved by Member Wiese and seconded by Member Shelso to recommend to City Council to approve resolution to accept proposal from En Pointe NASPO Contract # ADSP016-136053 in the amount of $85,235.88. Ayes: Sawtelle, Wiese, Shelso, Vering and Bolton. Motion carried 5-0.

CONSIDER BID FOR 2021 MODEL HV507 INTERNATIONAL TRUCK WITH DUMP BOX AND SNOWPLOW FOR THE STREET DEPARTMENT.
Vyhlidal gave overview. Moved by Member Shelso and seconded by Member Bolton to recommend to City Council to approve Sourcewell purchasing contract #081716-NVS for a 2021 Model HV507 International Truck with Dump Box and Snowplow for the Street Department in the amount of $133,823.00. Ayes: Sawtelle, Wiese, Shelso, Vering and Bolton. Motion carried 5-0.

CONSIDER BID FOR 2020 TYMCO MODEL 600 REGENERATIVE AIR STREET SWEEPER FOR THE STREET DEPARTMENT.
Vyhlidal gave overview. Moved by Member Vering and seconded by Member Wiese to recommend to City Council to approve Sourcewell purchasing contract #122017-TYM for a 2020 Tymco Model 600 Regenerative Air Street Sweeper for the Street Department in the amount of $244,270.00. Ayes: Sawtelle, Wiese, Shelso, Vering and Bolton. Motion carried 5-0.
CITY ADMINISTRATOR UPDATE (NO BOARD ACTION IS REQUESTED).

ADJOURNMENT
Moved by Member Vering and seconded by Member Wiese to adjourn at 4:16 p.m. Ayes: Ayes: Sawtelle, Wiese, Shelso, Vering and Bolton. Motion carried 5-0.

______________________________  ____________________________
Allen Sawtelle, Chairman        Toni Vering, Secretary

_______________________ ______________________        ___________________
David Shelso    Michelle Wiese       Gary Bolton
STAFF REPORT

TO: Utility and Infrastructure Board (UIB)
    Brian Newton, City Administrator
    Troy Schaben, Assistant City Administrator - Utilities

FROM: Jody Sanders, CPA, Director of Finance

DATE: October 29, 2019

SUBJECT: Claims

Recommendation: Move to approve October 9 through October 29, 2019 claims, as well as subsequent claims due and payable before the next meeting of the UIB.

Background: Staff is requesting approval by the UIB to pay claims that will become due and payable (by virtue of contractual agreements or regulatory requirements) before the next UIB meeting. The amount due is not known as of this staff report, but the related vendors are listed below. These approved claims will still be presented as claims at the next UIB meeting and included in the total requested by Council for approval.

- Direct deposit of employee payroll on October 31, 2019 and related withholdings remitted to pension plans, federal and state tax withholdings, and garnishments.
- Nebraska Department of Revenue – all sales tax collected and use tax owed by the utility departments.
- Transmission and energy purchases payable to Southwest Power Pool, every Tuesday.
- Transmission and energy purchases payable to Omaha Public Power District.
- Natural gas purchases from Northern Natural Gas/US Energy, BP, Cargill, Central Plains Energy Project (CPEP), and Public Energy Authority of Kentucky (PEAK).
- Coal purchases from Cloud Peak Energy Resources, and Peabody Coal, and freight charges to Union Pacific.
- UPS weekly invoice for shipping costs, due within ten days or late fees are incurred.

There are a limited number of agencies that debit the City’s bank account for credit card processing fees, kiosk fees, and bank analysis. These are based on a fee schedule.

Fiscal Impact: Utility funds claims total $5,174,771.83
PAYMENT TYPES
Checks .................................................. Y
EFTs .................................................... Y
ePayables ............................................. Y
VOUCHER SELECTION CRITERIA
Voucher/discount due date .................. 10/07/2019
All banks .......................................... A
REPORT SEQUENCE OPTIONS:
Vendor ..................................................... X
Bank/Vendor ........................................ One vendor per page? (Y,N) ................ N
Fund/Dept/Div ........................................ Validate cash on hand? (Y,N) ............. N
Fund/Dept/Div/Element/Obj ........................ Validate cash on hand? (Y,N) ............. N
Proj/Fund/Dept/Div/Elm/Obj .....................
This report is by: Vendor
Process by bank code? (Y,N) ................ Y
Print reports in vendor name sequence? (Y,N) .. Y
Calendar year for 1099 withholding ........... 2019
Disbursement year/per .......................... 2020/01
Payment date ........................................ 10/07/2019
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VENDOR TOTAL *
EFT/EPAY TOTAL ***

TOTAL EXPENDITURES ****

GRAND TOTAL ****************************************

307,078.83
307,078.83
307,078.83
307,078.83
### DEPARTMENT OF UTILITIES
### ELECTRONIC WITHDRAWAL LIST

FOR UTILITIES AND INFRASTRUCTURE BOARD MEETING: 10/29/19

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**TOTAL EXPENDITURES**: 13,748.05
PAYMENT TYPES

Checks ......................... Y
EFTs .......................... Y
ePayables ........................ Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date .......................... 10/15/2019
All banks ................................ A

REPORT SEQUENCE OPTIONS:

Vendor ............................................. X One vendor per page? (Y,N) ..................... N
Bank/Vendor ................................. One vendor per page? (Y,N) ..................... N
Fund/Dept/Div ................................. Validate cash on hand? (Y,N) ..................... N
Fund/Dept/Div/Element/Obj .......... Validate cash on hand? (Y,N) ..................... N
Proj/Fund/Dept/Div/Elm/Obj ..........

This report is by: Vendor
Process by bank code? (Y,N) ..................... Y
Print reports in vendor name sequence? (Y,N) . Y
Calendar year for 1099 withholding .......... 2019
Disbursement year/per ......................... 2020/01
Payment date ............................... 10/15/2019
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Page 10 of 191  Agenda Item #4
PAYMENT TYPES
- Checks ........................................... Y
- EFTs ............................................. Y
- ePayables ..................................... Y

VOUCHER SELECTION CRITERIA
- Voucher/discount due date ..................... 10/17/2019
- All banks ........................................ A

REPORT SEQUENCE OPTIONS:
- Vendor .......................................... X
- One vendor per page? (Y,N) ...................... N
- Process by bank code? (Y,N) ..................... Y
- Print reports in vendor name sequence? (Y,N) . Y
- Calendar year for 1099 withholding ............ 2019
- Validate cash on hand? (Y,N) .................... N
- Disbursement year/per .......................... 2020/01
- Validate cash on hand? (Y,N) .................... N
- Payment date .................................... 10/17/2019

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**EFT/EPAY TOTAL *****

**TOTAL EXPENDITURES ******

**GRAND TOTAL ******************
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Final Total     276,793.98  Count  170
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# VOUCHER SELECTION CRITERIA

- **Voucher/discount due date**: 10/21/2019
- **All banks**: A

# REPORT SEQUENCE OPTIONS

- **Vendor**: X
- **One vendor per page? (Y,N)**: N
- **Bank/Vendor**: N
- **One vendor per page? (Y,N)**: N
- **Fund/Dept/Div**: N
- **Validate cash on hand? (Y,N)**: N
- **Fund/Dept/Div/Element/Obj**: N
- **Validate cash on hand? (Y,N)**: N
- **Proj/Fund/Dept/Div/Elm/Obj**: N

This report is by: Vendor

- **Process by bank code? (Y,N)**: Y
- **Print reports in vendor name sequence? (Y,N)**: Y
- **Calendar year for 1099 withholding**: 2019
- **Disbursement year/per**: 2020/01
- **Payment date**: 10/21/2019
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**VENDOR TOTAL * ** 235.40

**EFT/EPAY TOTAL *** 310,690.85

**TOTAL EXPENDITURES **** 210,829.84

**GRAND TOTAL ******************* 521,520.69
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VOUCHER SELECTION CRITERIA

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REPORT SEQUENCE OPTIONS:

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GRAND TOTAL *******************
EAL DESCRIPTION:  EAL: 10242019 ANDERSEND

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EFTs ............................................. Y
ePayables ....................................... Y

VOUCHER SELECTION CRITERIA
Voucher/discount due date ....................... 10/30/2019
All banks ........................................ A

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Bank/Vendor ...................................... One vendor per page? (Y,N) ................. N
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Print reports in vendor name sequence? (Y,N) . Y
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Disbursement year/per ......................... 2020/01
Payment date .................................. 10/30/2019
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**Program:** GM339L  
**As of:** 10/30/2019  
**Payment Date:** 10/30/2019

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**Coal purchase**

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**Agenda Item #4**

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**Coal dust suppressant**
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**As Of:** 10/30/2019  
**Payment Date:** 10/30/2019

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## Agenda Item #4

### Crushed concrete for well field roads

**Agenda Item #4**

**Crushed concrete for well field roads**

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**PROGRAM: GM339L**

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**CC Res 2019-058 purchase tractor for water department**: 96,997.82

**PREPARED 10/24/2019, 11:48:23**

**EXPERIMENT APPROVAL LIST**

**AS OF: 10/30/2019**

**PAYMENT DATE: 10/30/2019**

**DEPARTMENT OF UTILITIES**

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## Expenditure Approval List

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**Department:** Utilities  
**As Of:** 10/30/2019  
**Payment Date:** 10/30/2019

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## Agenda Item #4

**Postage for bills and delinquent notices**

**Chemicals for water lab**

Page 41 of 191
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<tr>
<th>VEND NO</th>
<th>SEQ#</th>
<th>VENDOR NAME</th>
<th>VOUCHER P.O.</th>
<th>BNK CHECK/DUE DATE</th>
<th>ACCOUNT NO</th>
<th>ITEM DESCRIPTION</th>
<th>CHECK NO</th>
<th>CHECK AMOUNT</th>
<th>EFT, EPAY OR HAND-ISSUED AMOUNT</th>
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<td>YOUNG, STORMY D</td>
<td>UT</td>
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VENDOR TOTAL * 21.60

VENDOR TOTAL * 61.86

EFT/EPAY TOTAL *** 2,446,029.73

TOTAL EXPENDITURES **** 985,811.63

GRAND TOTAL ***************** 3,431,841.36
STAFF REPORT

TO: Utility and Infrastructure Board
FROM: Jan Rise, Administrative Services Director
DATE: October 29, 2019
SUBJECT: Collection Report Updated October 2019

Recommendation: Motion to accept the Collection Report updated October 2019 as presented.

Background: Accounts sent to the Credit Bureau the past month totaled $13,302.24. In comparison to $5,804.00 during same period in 2018, accounts in collections were much higher in 2019, due to higher utility bills. There were no large commercial accounts included in the accounts sent to the Credit Bureau during the past month.

Please let me know if you have any questions.
## COLLECTION ACTIVITY REPORT
Updated October 2019

<table>
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<tr>
<th>Activity Month</th>
<th>Accounts Sent to Credit Bureau</th>
<th>Funds Collected</th>
<th>Funds Not Collected</th>
<th>Fees Paid</th>
<th>Net to Utility</th>
<th>Past Year Comparison Net to Utility</th>
<th>Past Year Comparison Accounts Sent to Credit Bureau</th>
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### 12 Month Averages

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TO: Utility and Infrastructure Board  
FROM: Mike Royuk, Distribution Superintendent, Troy Schaben, Assistant City Administrator Utilities  
DATE: October 29, 2019  
SUBJECT: Purchase ALTEC AM55 Overcenter Aerial Device with Material Handling  

Recommendation: Recommend City Council approve awarding the ALTEC AM55 Overcenter Aerial Device with Material Handling (insulated) bid to ALTEC Industries Incorporated, through Sourcewell (NJPA) in the amount of $257,946.

Background: The Distribution Department has budgeted for the replacement of a 1999 ALTEC A50-OC Overcenter Aerial Device. The 1999 ALTEC A50-OC Aerial Device will be sold at auction as soon as possible after the new one has arrived.

The City Council approved Ordinance 5386, on September 27, 2016, for the purchase of supplies and equipment, exceeding $50,000, through Vendors where acquisition costs of the item being purchased has been established through a public bidding process conducted under the Interlocal Cooperation Act or a Joint Public Agency Act (Nebraska State Administrative Services Material Division), and where the cost of obtaining the supplies or equipment does not result in any additional fees from any vendor, or require an exclusive purchasing agreement.

On November 30, 2016, the City of Fremont entered into an agreement with Sourcewell (NJPA), authorized by City Ordinance 5386 and in accordance with the Interlocal Cooperation Act, to purchase of goods and services from Sourcewell awarded vendors.

Since the purchase of the ALTEC AM55 Overcenter Aerial Device is greater than $50,000, staff recommends purchasing an ALTEC AM55 through Sourcewell contract (Contract No. 012418-ALT) with ALTEC Industries Incorporated. This contract was prepared in accordance with Sourcewell’s usual and customary procedures and policies for all materials and equipment necessary to provide the purchase of one each ALTEC AM55 Overcenter Aerial Device for the City of Fremont, Department of Utilities as the City may determine in compliance with the prices as established by Sourcewell.

When comparing the value of the Sourcewell purchase contract with ALTEC Ind. Inc., the discounted price from Sourcewell is $257,946, compared to a price of $262,300 from ALTEC Ind. Inc. without the discount. That is a $4,354 discount using the NJPA.

Fiscal Impact: $257,946 - Budgeted expense for 2019-2020
Unit / Body Specifications

- Altec model AM55E articulating overcenter aerial device
  - working height: 61.0 ft
  - side reach: 48.8 ft
- Automatic upper boom stow
- Single two-man side mounted platform with platform elevator and 90 degree rotator. Includes hydraulically extended jib/winch
- Hydraulically articulated jib
- Remote engine start/stop with secondary stowage system
- Category B, 46 KV and below
- X-frame primary outriggers with safety interlock system
- A-frame auxiliary outriggers with fold-up shoe and safety interlock system
- Platform cover
- Telescopic jib extension, 3 in dia x 36 in L
- Swivel hook for winch load line
- Hydraulic oil heater, engine coolant style
- Tool circuit
- Fiberglass body
- Aerial service line body with step
- Fiberglass hotstick shelf
- Fiberglass hotstick shelf
- Fiberglass hotstick shelf
- Aluminum tailshelf
- Aluminum top opening storage box
- Aluminum top opening storage box
- Aluminum open top storage bin
- Swivel Style Pintle Hitch (30 000 LB MGTW with 6 000 LB MVL), 11 Bolt T-Mount, Wallace Forge T-15 (T-125 Style)
- Inverter storage enclosure in chassis cab
- Mount Water Cask Bracket on Curbside Outrigger
- Complete LED FMVSS lighting package
- Amber LED strobe light
- Directional light bar, amber
- Flood light, LED
- Multi-point grounding system
- Straight stainless steel grounding lug
- Electric trailer brake controller
- Inverter, 3600 watt, pure sine wave, 120 VAC
- Standard Altec warranty: one (1) year parts, one (1) year labor, ninety (90) days travel and limited lifetime structural

Chassis Specifications

- Freightliner M2-106
- 4x2 drive train
- 120 Inch CA
- Extended cab
- 300 HP engine rating
- Allison 3000 RDS automatic transmission
- GVWR 37,600 lb
- 14,600 Lb front GAWR
- 23,000 Lb rear GAWR
Price: $262,300.00
Opportunity Number: 1076414
Quotation Number: 485745
Sourcewell Contract #: 012418-ALT
Date: 2/7/2019

Quoted for: City of Fremont (NE)
Customer Contact:
Phone:  / Email:

Quoted by: Chris Olinger
Phone: 816-901-4709 / Email: chris.olinger@altec.com
Altec Account Manager: Travis Allen

REFERENCE ALTEC MODEL

| AM55 | Overcenter Aerial Device with Material Handling (Insulated) | $184,977 |

(A.) SOURCEWELL OPTIONS ON CONTRACT (Unit)

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<td>1</td>
<td>AM55-WESR</td>
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(A1.) SOURCEWELL OPTIONS ON CONTRACT (General)

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<td>LTC</td>
<td>LOWER TOOL CIRCUIT</td>
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<td>2</td>
<td>BK</td>
<td>WATER CASK (Includes Bracket)</td>
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<td>3</td>
<td>CH</td>
<td>Cone Holder, Fold Over Post Style</td>
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<td>4</td>
<td>RL</td>
<td>COMPARTMENT LIGHTS in Body Compartments - Rope LED (Per Compartment)</td>
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<tr>
<td>5</td>
<td>VRI</td>
<td>120 Volt GFCI Receptacle, Includes Weather-Resistant Enclosure</td>
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<td>6</td>
<td>T10</td>
<td>TELESCOPIC JIB EXTENSION; 3.00 IN DIA; 36.69 IN L; 7 ADJUSTABLE HOLES;</td>
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<td>7</td>
<td>TBE</td>
<td>ELECTRIC TRAILER BRAKE CONTROLLER. Controls Trailers with Electric Brakes</td>
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<td>8</td>
<td>CHOCKS</td>
<td>Rubber Wheel chocks and holders (Qty. two)</td>
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SOURCEWELL OPTIONS TOTAL: $192,641

(B.) OPEN MARKET ITEMS (Customer Requested)

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<td>Grab Handles, E/H Outrigger Controls, Boom Cover, Larger Outrigger Shoes</td>
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<td>2</td>
<td>UNIT &amp; HYDRAULIC ACC</td>
<td>AB Chance Wireholder/Sheave, Canvas Jib Bag, Xmas Tree, Scuff Bad, Ergo Pad</td>
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<td>BODY</td>
<td>Custom Fiberglass Body and Boxes</td>
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<td>BODY &amp; CHASSIS ACC</td>
<td>PVC Tubes, Vice Bracket, Sight Rod, D-rings, Hose Guards, Steps</td>
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<td>ELECTRICAL</td>
<td>Inverter, Strobes, Light Bar, Radio Install</td>
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<td>6</td>
<td>FINISHING</td>
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<td>7</td>
<td>CHASSIS</td>
<td>Custom Chassis</td>
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<tr>
<td>8</td>
<td>OTHER</td>
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OPEN MARKET OPTIONS TOTAL: $65,305

SUB-TOTAL FOR UNIT/BODY/CHASSIS: $257,946

DELIVERY: No later than 390 days ARO, FOB Customer Location

TERMS: Net 30 days

**Pricing valid for 45 days**

NOTES

PAINT COLOR: White to match chassis, unless otherwise specified

WARRANTY: Standard Altec Warranty for Aerials and Derricks - One (1) year parts warranty One (1) year labor warranty Ninety (90) days warranty for travel charges (Mobile Service) Limited Lifetime Structural Warranty. Chassis to include standard warranty, per the manufacturer.

TO ORDER: To order, please contact the Altec Account Manager listed above.

CHASSIS: Per Altec Commercial Standard

BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

TRADE-IN: Equipment trades must be received in operational condition (as initial inspection) and DOT compliant at the time of pick-up. Failure to comply with these requirements, may result in customer bill-back repairs.

BUILD LOCATION: Midwest

City of Fremont - AM55E Sourcewell.xlsx
STAFF REPORT

TO: Utility and Infrastructure Board
FROM: Mike Royuk, Distribution Superintendent
       Troy Schaben, Assistant City Administrator Utilities
DATE: October 29, 2019
SUBJECT: Ditch Witch RT80T4 Trencher

Recommendation: Recommend to City Council to approve resolution.

Background: The Distribution Department has budgeted for the replacement of a 2004 Ditch Witch trencher. This trencher will be sold at auction as soon as the new trencher has been received.

The City Council approved Ordinance 5386, on September 27, 2016, for the purchase of supplies and equipment, exceeding $50,000, through Vendors where acquisition costs of the item being purchased has been established through a public bidding process conducted under the Interlocal Cooperation Act or a Joint Public Agency Act (Nebraska State Administrative Services Material Division), and where the cost of obtaining the supplies or equipment does not result in any additional fees from any vendor, or require an exclusive purchasing agreement.

On November 30, 2016, the City of Fremont entered into an agreement with Sourcewell, authorized by City Ordinance 5386 and in accordance with the Interlocal Cooperation Act, to purchase of goods and services from Sourcewell awarded vendors.

Since the purchase of the Ditch Witch RT80T4 Trencher is greater than $50,000, staff recommends purchasing a Ditch Witch RT80T4 Trencher through Sourcewell contract (Contract No. 012418-CMW) with Ditch Witch Undercon Omaha. This contract was prepared in accordance with Sourcewell’s usual and customary procedures and policies for all materials and equipment necessary to provide the purchase of one each Ditch Witch RT80T4 Trencher for the City of Fremont, Department of Utilities as the City may determine in compliance with the prices as established by Sourcewell.

When comparing the value of the Sourcewell purchase contract with Ditch Witch Undercon Omaha, the discounted price from Sourcewell is $148,224.21, compared to a price of $161,989.23 from Ditch Witch Undercon Omaha. That is a $13,765.02 discount using Sourcewell.

Fiscal Impact: $148,224.21 - Budgeted expense for 2019-2020
RT80T4 Heavy Duty Trencher

The Ditch Witch® RT80T4 hydrostatic unit can be used with a variety of front and rear attachments. The basic power unit is priced less all options and attachments. Select these items from the appropriate lists. The Ditch Witch® RT80T4 basic unit includes the following: Deutz TD 3.6 L4 water cooled diesel engine (74 hp gross @ 2,500 rpm) EPA Tier 4, EU, Stage III B compliant OR Deutz TD 3.6 L4 water cooled diesel engine (74 hp gross @ 2,500 rpm) EPA Tier 4i, EU Stage III A compliant, four-wheel drive, 2 - post Roll Over Protective Structure, hand throttle, cruise, control, rear steer, 3 speed "shift on the fly" ground drive, automotive, type steering on oscillating Carraro front differential, enclosed and, lubricated ground drive gearbox, infinitely variable hydrostatic, attachment drive, deluxe adjustable operator's seat, seat belt, parking, brake, 12-volt electric start, integrated Digital Gauge Display (gauges, interlock, indicators, and diagnostic) and air filter restriction.

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<td>DOUBLE SHORT AUGER ASSEMBLY KIT</td>
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<td>LTR WEAR BAR BOOM (60&quot; 3P)</td>
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<td>3P, 5' CLEANER BAR</td>
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<td>BELSHE</td>
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Equipment Subtotal $ 153,544.29

Subtotal Before Tax $ 153,544.29
DITCH WITCH UNDERCON

10304 SAPP BROTHERS DRIVE
OMAHA, NE 68138-3892
Phone 402-895-2444
Fax 402-895-5183

FREMONT DEPT OF UTILITIES
DEB ANDERSON

400 E MILITARY AVE
FREMONT, NE 68025-5141
INFO@DWUNDERCON.COM

Quote: 50244481
Ext. Ref.: 
Description: 
Date: 10/16/2019
Salesperson: Mitch Swartzendruber
Mobile Phone: 
Email: 

Price Quote
Quote valid for: 30 days, until 11/15/2019

Tax 8,444.94
Total Tax $ 8,444.94

Total Amount $ 161,989.23
U.S. Dollars
# Quotation

**Information**

- **Quotation No.**: 20151075
- **Document Date**: 10/11/2019
- **Customer No.**: 509530
- **Dealership**: DITCH WITCH UNDERCON OMAHA
- **Created by**: Todd Miller

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**Global Account Price Quote**

**Quote Valid until**: 12/10/2019

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FOR MODEL SPECIFICATIONS OR OTHER INFORMATION, VISIT OUR WEBSITE AT WWW.DITCHWITCH.COM

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## Quotation Details

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<td>Engine Highly Regulated</td>
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<td>Roll over protection 4-post</td>
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<td>Backfill Blade 6-way tilt 72 in</td>
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<td>Hydraulic Manifold Kit No</td>
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<td>Hydraulic Oil Standard</td>
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<tr>
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<td>190-1997</td>
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<tr>
<td>1</td>
<td>A820A</td>
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<td>Backhoe Bucket 18 in HD</td>
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<td></td>
<td></td>
<td>Stabilizer Pads Dirt Pad</td>
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<td></td>
<td></td>
<td>Hydraulic Oil Standard</td>
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**Global Account Price Quote**

Quote Valid until: 12/10/2019

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<td>H813 Digging Attachment</td>
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<td>With the following configuration:</td>
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<td></td>
<td></td>
<td>Decals English</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hydraulic Drive Motor Standard Speed</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Slide Kit Hydraulic Slide</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Color Standard</td>
</tr>
<tr>
<td>1</td>
<td>190-1366</td>
<td>30&quot; BOOM STUB KIT</td>
</tr>
<tr>
<td>1</td>
<td>604-682</td>
<td>DOUBLE SHORT AUGER ASSEMBLY KIT</td>
</tr>
<tr>
<td>1</td>
<td>140-1225</td>
<td>LTR WEAR BAR BOOM (60&quot; 3P)</td>
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<td>1</td>
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<td>3P, 5’ CLEANER BAR</td>
</tr>
<tr>
<td>1</td>
<td>100-129</td>
<td>CLEANER SHOE &amp; SLIDE KIT</td>
</tr>
<tr>
<td>1</td>
<td>116-033</td>
<td>SHOE FACING (6”)</td>
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<td>1</td>
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<td>NON DW TRAILER</td>
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Quotation

Global Account Pricing
135,786.28
Total Freight
1,981.00
Total Tax
9,696.93
Installation Charge
760.00
-------------------------------------
Total Amount
$ 148,224.21

Sold-to Party Address
CITY OF FREMONT - DEPT OF UTILITIES
SOURCEWELL MEMBER 78238
400 EAST MILITARY
FREMONT NE  68025

Quotation Details

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<td>Total Freight</td>
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<td></td>
<td></td>
<td>Total Tax</td>
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<tr>
<td></td>
<td></td>
<td>Installation Charge</td>
<td>760.00</td>
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<td>----------------------------</td>
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</tr>
<tr>
<td></td>
<td></td>
<td>Total Amount</td>
<td>$ 148,224.21</td>
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Global Account Price Quote
Quote Valid until : 12/10/2019

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Information

Quotation No.       20151075
Document Date       10/11/2019
Customer No.        509530
Dealership          DITCH WITCH UNDERCON OMAHA
PO                  __________________________
Created by          Todd Miller

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STAFF REPORT

TO: Utilities and Infrastructure Board

FROM: Jeff Shanahan, Power Plant Superintendent

DATE: October 29, 2019


BACKGROUND:

In an effort to provide safety, reliable operation of Lon D. Wright Power Plant Unit 8. Lon D. Wright (LDW) Power Plant staff requested proposals from Engineering Firms for a Boiler Pressure Part Evaluation and Remaining Useful Life, Flow Accelerated Corrosion Study and a High Energy Piping Hanger Evaluation at the LDW facility unit 8.

The engineering testing contractors received a specification that describes the required scope of work, including the systems to evaluate, the required testing methods and the quantity of test required.

The engineering testing contractors were required to provide a list of similar projects on like kind boilers to be qualified for consideration. Below is a summary of the proposals:

<table>
<thead>
<tr>
<th></th>
<th>Thielsch Engineering</th>
<th>Briem Engineering</th>
<th>Bobcock and Wilcox Inc.</th>
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<tr>
<td>Boiler Pressure Part Evaluation</td>
<td>$73,000.00</td>
<td>Included in Base</td>
<td></td>
</tr>
<tr>
<td>Flow Accelerated Corrosion</td>
<td>$16,000.00</td>
<td>Included in Base</td>
<td></td>
</tr>
<tr>
<td>High Energy Piping Hanger Evaluation</td>
<td>$7,000.00</td>
<td>Included in Base</td>
<td></td>
</tr>
<tr>
<td>Price</td>
<td>$96,000.00</td>
<td>$149,900.00</td>
<td>No Bid</td>
</tr>
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LDW staff reviewed the proposals, technical specifications, and references and concluded that Thielsch Engineering could provide the required studies at the best value.

LDW Staff requests that the Utilities and Infrastructure Board recommend to the City of Fremont Mayor and City Council to authorize Department of Utility Staff to execute an agreement and issue a purchase order for the Boiler Pressure Part Evaluation and Remaining Useful Life, Flow Accelerated Corrosion Study and High Energy Piping Hanger Evaluation to Thielsch Engineering.

FISCAL IMPACT:

FY 2019/2020 operating budget expenditure of $96,000.00 this study was budgeted.
STAFF REPORT

TO: Utility and Infrastructure Board

FROM: Troy Schaben, Assistant City Administrator - Utilities

DATE: October 29, 2019

SUBJECT: Sanitary Sewer Connection Fee Policy

Recommendation: Approve Policy for Connection to Existing Sanitary Sewer System

Background: The City Council voted on September 10, 2019 to continue discussion to the last meeting in October.

The City does not have a City Council Approved policy on connections to an existing sanitary sewer. The City/Utility practice on connection to an existing sanitary sewer (that was not constructed as part of Connection or Assessment District) has been that all adjacent landowners pay ½ the frontage in feet times the cost of the sewer (approx. $10-12 per foot). Subdivisions that construct an interior sewer system at 100% developers cost, which connect to the existing system, have not paid the connection fee.

Attached is the rate consultant study and the proposed policy for connection to existing sanitary sewer system.
October 15, 2019

Mr. Brian Newton  
City Administrator  
City of Fremont Department of Utilities  
400 East Military Avenue  
Fremont, NE 68026

RE:  Sewer Line Extension Policy

Dear Brian:

JK Energy Consulting, LLC (JKEC) is pleased to submit this letter report and proposed Sewer Line Extension Policy for the City of Fremont Department of Utilities (Fremont) and its sewer system. The purpose of the Line Extension Policy is to provide guidance to Fremont on the proper level of compensation it should collect from customers who are not connected to the system and who have not paid to connect through some other method, such as implementation of an improvement district.

**Background**

Fremont currently does not have a written policy addressing the compensation required when a customer requests connection to the sewer system. Most new customers pay for required improvements through the establishment of an improvement district or similar mechanism that assesses costs to customers and requires payment of costs, including new facility costs as well as a cost for existing facilities, upon establishment of the district. There are a number of pre-existing customers, particularly in areas outside the corporate limits of the City, that were not connected to the sewer system when it was built. These customers typically have private septic systems.

As existing septic systems need to be replaced, it is not unusual for a property owner to request connection to the existing sewer system. Connecting to the Fremont sewer system is less expensive than replacing a septic system while providing lower long-term operating costs and fewer maintenance issues for the property owner. What is important from the perspective of the sewer system is to ensure that the property owner pays its fair share of existing facility costs as well as incremental connection costs so that existing customers are not subsidizing new customers.
The approach Fremont has been using on an informal basis to connect customers that are not part of an improvement district is to assess the following costs:

1. The customer is required to pay for all costs incurred to construct the sewer line tap through a tap fee.
2. The customer is required to pay a per foot cost based upon property frontage.

The first component of the customer contribution policy protects existing customers from paying incremental costs to subsidize a new customer. The second component compensates existing customers for costs the utility incurred to build a line adjacent to the property.

One key issue with the current practice is that it is based on an unwritten policy that has not been approved by the City Council. While the practice is justified from a cost of service standpoint and represents a fair method for assessing costs to new customers, the fact that it is not written leaves it open to interpretation and may make it more difficult to explain to new customers.

**Purpose and Approach**

The purpose of this project was to:

1. Review the Line Extension Practice for the sewer system.
2. Compare the existing practice to other similarly situated municipalities and determine if there are other appropriate methods that may be better than the existing policy.
3. Ensure the fees included in the Line Extension Practice are adequate.
4. Draft a written policy for approval by the City Council for inclusion in the Fremont municipal code.

Data was collected from the City and other municipalities to complete a review of the existing practice. The current fee per foot of frontage was reviewed to determine if it is adequate to compensate existing customers for the cost incurred by Fremont to build existing lines. A written policy was drafted based on the review of other municipal policies, with updated costs based on the City’s costs of construction. A letter report was prepared and policy language was submitted to the City Council in the form of an updated Ordinance.

**Comparable Municipality Analysis**

JKEC reviewed the existing sewer connection policy of several Nebraska municipalities. The review was focused on connection costs for new customers that are not covered by an improvement district or other similar mechanism. This approach would cover the scenario where a customer not included in an improvement district requests connection to the Fremont sewer system. In an improvement district, sewer connection and extension
costs are addressed and assessed to the property owners in the improvement district, so no additional costs need to be allocated to these customers.

Table 1 compares the sewer connection policies of six Nebraska municipalities. Columbus is listed twice as it has different charges based on whether the property is inside or outside of the corporate limits. This comparison is focused on those connections that are not covered under an improvement district or otherwise compensated through some other mechanism.

<table>
<thead>
<tr>
<th>Municipality</th>
<th>Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lincoln</td>
<td>Connection Costs + Impact Fee</td>
<td>Actual connection costs + $665 impact fee</td>
</tr>
<tr>
<td>Scottsbluff</td>
<td>Tap Fee + Extension</td>
<td>$210 + $8 per running foot of the premises abutting the street or alley in which the sewer is located. Double this fee outside city.</td>
</tr>
<tr>
<td>Columbus - inside</td>
<td>Connection Fee if never previously assess</td>
<td>$1,650 + $25/ft. of frontage in excess of 66'</td>
</tr>
<tr>
<td>Columbus – outside</td>
<td>Connection Fee if never previously assess</td>
<td>$1,750 + $25/ft. of frontage in excess of 66'</td>
</tr>
<tr>
<td>Norfolk</td>
<td>Connection Fee</td>
<td>$5/ft. of frontage</td>
</tr>
<tr>
<td>York</td>
<td>Connection Fee</td>
<td>$16.67/ft. of frontage, plus adjustment for change in type of use for lot, less credit for previous special assessments</td>
</tr>
<tr>
<td>Kearney</td>
<td>Connection Fee</td>
<td>$62 + “benefits” calculated by Register of Deeds if line abuts property or “the present costs of laying and assessing a sewer main to the property” if the line does not currently abut property</td>
</tr>
<tr>
<td>Fremont</td>
<td>Tap Fee + Extension</td>
<td>Actual costs to tap line + $16/ft. of frontage</td>
</tr>
</tbody>
</table>

Four of the six municipalities charge a connection fee based on property frontage. The fees vary widely, from $5/ft. in Norfolk up to $25/ft. in Columbus. It is unclear from the municipal code of each system what the basis for the frontage fee is, though Fremont staff was planning to discuss the basis for those charges with each municipality.

Lincoln uses an impact fee approach. Under this approach, each lot is assessed the same amount regardless of frontage. Each lot is also responsible for connection costs to tap the sewer line. In Kearney, the fee is based on actual cost to extend the line or a “benefits” test recorded by the Register of Deeds.
The prevalent method used by the municipalities identified is to use the frontage method, and some utilities charge an additional fixed fee. The approach currently used by Fremont is consistent with the prevalent method of these other utilities.

**Cost of Service Analysis**

There are two key considerations in analyzing the cost of service associated with serving a new customer:

1. Ensuring the new customer pays any incremental costs associated with the new connection.
2. Compensating the utility for previous expenditures associated with facilities and infrastructure constructed by the Utility.

Table 2 provides a calculation of the projected monthly margin for a new residential customer. The expenses in the calculation generally include non-labor, non-capital costs that are likely to vary based on either volumes or number of customer bills rendered. Using a five-year net present value calculation, the estimated margin received from a typical residential customer is approximately $536.

**Table 2**

**Projected Monthly Margin**

**New Residential Customer**

<table>
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<td>Revenue</td>
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<tr>
<td><strong>Expenses</strong></td>
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<tr>
<td>Customer</td>
<td>0.98</td>
</tr>
<tr>
<td>Collection</td>
<td>1.04</td>
</tr>
<tr>
<td>Treatment</td>
<td>5.13</td>
</tr>
<tr>
<td><strong>Total Marginal Expense</strong></td>
<td>$ 7.15</td>
</tr>
<tr>
<td><strong>Monthly Residential Margin</strong></td>
<td>$ 10.18</td>
</tr>
<tr>
<td><strong>Five Year NPV</strong></td>
<td>$ 536</td>
</tr>
</tbody>
</table>

Table 3 (see page 5) is an estimate of the sewage treatment plant costs allocable to a new customer. This calculation is based on the net plant in service related to existing sewage treatment plant in service and excludes new plant expenses that are being funded by the issuance of debt. The estimated value of net plant in service for treatment facilities is $187 for a typical residential customer. The net margins from a new customer are adequate to fund the cost of existing treatment facilities.
Table 3
Development of Allocated Share
Existing Treatment Plant Costs
Typical Residential Customer

<table>
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<tr>
<td>Gross Sewer Plant</td>
<td>$52,935,000</td>
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<td>Accumulated Depreciation</td>
<td>$26,943,000</td>
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<tr>
<td>Net Sewer Plant</td>
<td>$25,992,000</td>
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<tr>
<td>Treatment</td>
<td>$10,396,800</td>
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<tr>
<td>Collection</td>
<td>$15,595,200</td>
</tr>
<tr>
<td>Typical Residential Usage (ccf)</td>
<td>75</td>
</tr>
<tr>
<td>Weighted Annual Usage (ccf) (1)</td>
<td>4,198,688</td>
</tr>
<tr>
<td>Residential Share</td>
<td>0.0018%</td>
</tr>
<tr>
<td>Plant in Service Allocable to Customer</td>
<td>$187</td>
</tr>
</tbody>
</table>

(1) Based on 2x multiplier for large industrial customers.

The new customer is required to pay for the actual costs of tapping the sewer system, so existing customers do not subsidize costs associated with the new customer tapping the sewer system. Fremont charges a frontage fee of $16/ft., based on the length of the property line where the sewer main was constructed. This cost is comparable to one-half of the construction cost of a new sewer line construction and assumes the line would be tapped by customers with frontage on both sides of the line. Fremont does not track historical construction costs of individual lines, so use of a single frontage fee for the entire system is a reasonable substitute.

Payment of the frontage fee is consistent with cost of service principles. The sewer line would be shorter by the length of the frontage if the customer’s property did not exist. It is reasonable to split the allocable cost between the two properties on either side of the line. The current practice recovers the cost incurred by Fremont to provide the sewer connection and sewer main facilities that would not be constructed but for the presence of the customer, specifically the portion of main abutting the property. The existing practice protects existing customers from subsidizing new customers while charging an appropriate contribution to new customers.

Multi-Lot Development Waiver

The existing practice provides for a waiver of the frontage fee for multi-lot developments provided that certain conditions are met. These conditions are as follows:

1. The development must include at least four new services.
2. The developer must build all sewer collection infrastructure from the tap to the customer locations according to Fremont’s construction standards and turn the facilities over to the Utility upon completion.

3. The developer must tap into an existing line with adequate capacity and pay Fremont’s out-of-pocket cost for installing the tap.

Table 4 is a projected margin analysis for multiple-lot developments, based on the margin information developed in Table 2 and the estimated sewage treatment cost calculated in Table 3. Table 4 shows that developments of three or fewer lots are inadequate to provide sufficient margin to cover the embedded cost of existing sewer mains and sewage treatment plant costs. If a development has at least four lots, Fremont can expect to collect sufficient margins to cover its embedded costs, including sewer treatment and the typical frontage cost associated with the sewer main.

![Table 4](image)

Table 4 shows that developments of three or fewer lots are inadequate to provide sufficient margin to cover the embedded cost of existing sewer mains and sewage treatment plant costs. If a development has at least four lots, Fremont can expect to collect sufficient margins to cover its embedded costs, including sewer treatment and the typical frontage cost associated with the sewer main.

![Written Policy](image)

Written Policy

Attachment 1 to this letter is proposed language that would amend the Municipal Code to implement the proposed policy. The existing Municipal Code has language addressing sewer connections but does not include the specific costs. Implementing the attached ordinance would reduce the existing practice to written language that is included in the Municipal Code for future reference. The proposed language in Attachment 1 should be reviewed by Fremont’s legal counsel prior to presentation to the City Council.
Mr. Brian Newton  
October 15, 2019  
Page 7  

JKEC appreciates the opportunity to work with the City on this project. We look forward to working with you to implement the proposed policy.

Sincerely yours,

[Signature]

John A. Krajewski, P.E.  
JK Energy Consulting, LLC  

Attachment
AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, AMENDING CHAPTER 3, Article 2, SECTION 3-230 OF THE FREMONT MUNICIPAL CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING WHEN THE FEES ARE EFFECTIVE; AND PROVIDING WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA, THAT:

SECTION I. That Chapter 3, Article 2, Section 3-230 – Municipal Sewerage System; Change for Connections Outside City, be amended to read as follows:

Sec. 3-230. – Municipal Sewerage System; charge and considerations for connections

The City shall charge and collect fees for sanitary sewer connections to the public sewer of the City:

(1) The owner of the premises from which the connection is to be made shall pay to the City a tap fee (listed in the Master Fee Schedule) for connection of the premises to the sewer system.

(2) If abutting the property there is an existing public sewer laid according to the specifications of the City of Fremont and (a) the property has not previously been included within an improvement district created for the purpose of construction of the sewer; (b) no part of the cost of construction of the sewer has been paid by the owner or previous owner(s) of the property (the cost of construction shall not include the furnishing of a right-of-way or payment of general taxes or sewer charges); and (c) the property is adjacent to, but not within the City's corporate limits; then no permit shall be issued until the property owner files a petition to voluntarily annex the property into the City and there is paid a fee (listed in the Master Fee Schedule) per running foot of the premises abutting the street or alley in which the sewer is located. This fee shall be in addition to the tap fee set out in paragraph (1).

(3) If there is no public sewer abutting the property, the connection charge shall be the estimated assessable cost for installing a public sewer in front of the property plus the tap fee set out in paragraph (1) and if the property is adjacent to, but not within the City's corporate limits, the property shall file a petition to voluntarily annex the property into the City. Assessable costs shall be determined by the Mayor and City Council upon the recommendation of the City Engineer and the City Administrator.

(4) If a developer proposes to connect four or more services to the City sewer system, the frontage fee in the Master Fee Schedule will be waived if all of the following conditions are met:
a. The developer constructs all sewer facilities between the City’s existing main and the individual premises in accordance with the City’s construction standards and turns those facilities over to the City upon their completion.

b. The developer makes a single tap into an existing City sewer main that has adequate capacity to serve the new customers.

c. The developer pays for the actual cost of tapping the City’s existing main.

d. If the development is adjacent to, but not within the City’s corporate limits, the developer shall file a petition to voluntarily annex the development into the City.

SECTION II. That all other Ordinances of the City of Fremont, Nebraska, and Sections of the Fremont Municipal Code not amended hereby or in conflict herewith shall remain in full force and effect.

SECTION III. That this Ordinance shall be published in pamphlet form and shall take effect and be in force from and after its passage, approval and publication according to law.

PASSED AND APPROVED THIS ____ DAY OF __________________, 2019.

_____________________________________
Scott Getzschman, Mayor

ATTEST:

_____________________________________
Tyler Ficken, City Clerk
STAFF REPORT

TO: Utility and Infrastructure Board
FROM: Dave Goedeken, Public Works Director, Public Works Department
DATE: October 29, 2019
SUBJECT: Supplemental Agreement No. 8, for Preliminary Engineering, Rawhide Creek Trail Project.

Recommendation: Recommend Approval of Resolution

Background: The City entered into the Original Preliminary Engineering Services Agreement with HGM Associates to design the Rawhide Creek Trail Project. There are two segments of the trail being designed. One segment lays out a bike/pedestrian trail along Linden Avenue from Madison Street to Somers Drive and then north on Somers Drive from Linden Avenue to Ronin Park. The second segment of the trail begins at Clemmons Park along 19th Street to Luther Road and then east along the north bank of Rawhide Creek to Diers Parkway.

Supplemental Agreement No. 8 is for work outside the original Scope of Work as the project progressed through Environmental. The bulk of the additional work is for Right of Way and Bridge Design work.

Fiscal Impact: The original contract amount for Preliminary Design was $133,864.49. There have been 7 prior Supplemental Agreements which increased the total cost of the design work to $228,030.75. Supplemental Agreement No. 8 will increase the contract amount by $114,871.64, for a total project cost of $342,902.39. The project is a Federal Aid Project with a 80/20 cost share. The City’s share is 20% of the total project cost.
PROFESSIONAL SERVICES
SUPPLEMENTAL NO. 8
BETWEEN
CITY OF FREMONT, NEBRASKA
AND
HGM ASSOCIATES
PROFESSIONAL SERVICES AGREEMENT
SUPPLEMENT NO. #8

CITY OF FREMONT
HGM ASSOCIATES, INC.
PROJECT NO. ENH-27(61)
CONTROL NO. 22472
RAWHIDE CREEK TRAIL

THIS SUPPLEMENTAL AGREEMENT is between the City of Fremont ("LPA") and
HGM Associates, Inc. ("Consultant"), collectively referred to as the "Parties".

WHEREAS, Consultant and LPA entered into an agreement ("Original Agreement")
executed by LPA on August 29, 2012 for Consultant to provide preliminary engineering for
LPA's project, and

(1) Supplemental Agreement #1 executed by LPA on October 30, 2013;
(2) Supplemental Agreement #2 executed by LPA on March 12, 2014;
(3) Supplemental Agreement #3 executed by LPA on July 29, 2014
(4) Supplemental Agreement #4 executed by LPA on June 14, 2016;
(5) Supplemental Agreement #5 executed by LPA on October 12, 2016;
(6) Supplemental Agreement #6 executed by LPA on October 10, 2017
(7) Supplemental Agreement #7 executed by LPA on May 29, 2018; for
for Consultant to provide preliminary engineering for LPA's project, and

WHEREAS, it is necessary that preliminary engineering and NEPA Services 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 services under this Agreement, and

WHEREAS, LPA desires that this project be developed and constructed under the
designation of Project No. ENH-27(61) and formally authorizes the signing of this Agreement, as
evidenced by the Resolution of LPA dated __________ day of ________________, 20__,
attached as Exhibit "A" 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 "B", Scope of Services and
Consultants Fee Proposal, attached and incorporated herein by this reference.

SECTION 2. NOTICE TO PROCEED AND COMPLETION
2.1 LPA issued Consultant a written Notice-to-Proceed on June 21, 2019. 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, Supplemental Agreement(s) #1-7, and this Supplemental Agreement by December 31, 2020.

SECTION 3. FEES AND PAYMENTS
For the work required, SECTION 9 FEES AND PAYMENTS of the Original Agreement, as amended in supplement(s) #1-7, is hereby further amended in accordance with Exhibit "B" so that the fixed-fee-for-profit is increased from $21,516.07 to $32,686.61, an increase of $11,152.54. Actual costs are increased from $206,514.68 to $310,233.78, an increase of $103,719.10. The total agreement amount is increased from $228,030.75 to $342,902.39, an increase of $114,871.64 which Consultant must not exceed without the prior written approval of LPA.

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.
## Consultant Work Order

### (Local Projects)

<table>
<thead>
<tr>
<th>Work Title</th>
<th>Summary of Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rawhide Creek Trail (Supplement 8)</td>
<td></td>
</tr>
<tr>
<td>A. Total Direct Labor Cost</td>
<td>$34,750.68</td>
</tr>
<tr>
<td>B. Overhead (Factor * x A)</td>
<td>$52,720.26</td>
</tr>
<tr>
<td>C. A + B</td>
<td>$87,470.94</td>
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<tr>
<td>D. Profit/Fee (Factor ** x C)</td>
<td>$11,152.54</td>
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<tr>
<td><strong>Overhead Factor: 151.71%</strong></td>
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<tr>
<td><strong>Profit/Fee Factor: 12.75%</strong></td>
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<tr>
<td><strong>Total Fee Notes:</strong></td>
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<tr>
<td>G. Subconsultant Services</td>
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<tr>
<td>TOTAL FEE: C + D + E + F + G</td>
<td>$114,871.64</td>
</tr>
<tr>
<td>☑ ESTIMATED TOTAL FEE:</td>
<td></td>
</tr>
<tr>
<td>☑ FINAL TOTAL FEE:</td>
<td>$114,871.64</td>
</tr>
</tbody>
</table>

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

**Consultant:**

Stephanie M. Moffitt, PE-VP  

Name  

Signature  

Date  

4/24/2019

---

**LPA:**

Name  

Signature  

Date  

---

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

Name  

Signature  

Date  

03/21/19

---

**LPS Unit Head Review (for PE Phase):**

Name  

Signature  

Date  

---

**LPS Manager or Construction Engineer (Construction Phase):**

Name  

Signature  

Date  

---

**FHWA: (FHWA Approval on Full Oversight Projects Only):**

Name  

Signature  

Date  

---

**Distribution:** Consultant, LPA – RC, State Rep., FHWA, LPS PC, NDOT Agreements Engineer, Highway Funds Manager, CD PC

NDOT Form 250, September 17

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Notice to Proceed will be granted by email by:

LPS PC for Preliminary Engineering  

CD PC for Construction Engineering.

---

FMIS Approval Date: 04/20/19  

Notice to Proceed Date: 04/21/19

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EXHIBIT "B"  
Page 1 of 81  

Agenda Item #10
Scope of Services
Project Name: Rawhide Creek Trail
Project No.: ENH-27(61)
CN: 22472
Engineering Design Services

PROJECT DESCRIPTION

The scope of services for this project involves engineering design services required to produce final construction plans and specifications for the following:

Project description
The Rawhide Creek Trail, Fremont project includes the construction of two 10-foot wide, concrete, multi-use trails in Fremont, Nebraska.

The western segment, known as the Linden Avenue Trail, begins at the existing Airport/FEVR and Linden Trail trailhead at the intersection of Linden Avenue and Madison Street. The trail would continue eastward on the north side of Linden Avenue for approximately 440 feet to Somers Avenue, then northward on the west side of Somers Avenue for approximately 1,700 feet to the northern edge of Ronin Park. The total length of this segment would be approximately 2,140 feet. The trail would be constructed within the public right-of-way owned by the City of Fremont adjacent to urban residential properties and a segment would be constructed within Ronin Park. The existing sidewalk along this segment would be removed and replaced by the proposed trail. Construction of the Linden Avenue Trail would begin on the eastern side of Madison Street and would not impact the existing Airport/FEVR and Linden Trail trailhead. This connects a trailhead and trail (Airport/FEVR and Linden Trail) to an existing park (Ronin Park).

The eastern portion of the project, known as Rawhide Creek Trail, begins at the southeast corner of 19th Street and Garden City Road intersection. The trail would extend eastward for approximately 650 feet along the south side of 19th Street right-of-way and within the northern portion of Clemmons Park, to the east side of Luther Road. From this point, the trail would continue northward approximately 260 feet along the east side of Luther Road and would cross over a perennial stream, known as Rawhide Creek. The trail would continue eastward approximately 2,100 feet along the north side of Rawhide Creek. Then the trail continues northward approximately 250 feet, then eastward approximately 400 feet along the south side of Elkhorn Drive right-of-way, and then southward...
approximately 300 feet along the west side of Diers Parkway right-of-way. The Rawhide Creek Trail would terminate at Fremont Johnson Road Trail. The total length of this segment would be approximately 4,000 feet. The trail segment along 19th Street and Clemmons Park would be partially within Clemmons Park. The trail segment along the east side of Luther Road is partially in the right-of-way and partially on private property and would require acquisition of right-of-way. The trail segment along the northern side of Rawhide Creek would be on new alignment on private property and would require acquisition of right-of-way. The trail segment along Elkhorn Drive and Diers Parkway would require acquisition of right-of-way for a curb ramp. This segment will connect a park on the eastern edge of town (Clemmons Parks) to the Fremont Johnson Road Trail, providing a link for recreation users and children biking to school.

The existing triple box culvert on Luther Road for Rawhide Creek would be extended eastward approximately 25 feet to accommodate the trail. The culvert extension would match the existing design. A chain-link fence would be constructed on the east side of the box culvert. The trail and box culvert designs would meet all existing NDOT requirements and design standards. The box culvert design would satisfy the Load and Resistance Factor Design (LRFD) standards. The bicycle trail would accommodate an average 25 mile per hour design speed (except at the right-angle turns) as specified in current design standards.

The proposed project also includes clearing and grubbing, culvert extension for perennial streams, curb and gutter, earth shoulder construction, erosional controls (consisting of inlet/outlet protection and vegetation), fencing, minor grading from edge of pavement to hinge point, pavement marking, pavement removal, paving, removal of structures and obstructions, signs with soil disturbance, perennial stream channel impacts, and survey and staking.

The Rawhide Creek Trail project would provide connections to other existing trail systems. The existing Airport/FEVR and Linden Trail extends westerly from the intersection of Linden Avenue and Madison Avenue and ends on the west end of the Christensen Field complex. The approximate length of the existing Airport/FEVR and Linden Trail is approximately 0.5 miles. Fremont Johnson Road Trail starts at the eastern terminus of Rawhide Creek Trail and extends southward along Diers Parkway and Johnson Road and terminates at the existing Military Avenue Trail. The length of the Fremont Johnson Road Trail is 1.15 miles long.

As described above, the project termini for both trail segments are based on limits identified by the City of Fremont and previous construction projects.
The project will include the following: survey, right-of-way survey, final bridge design, final box culvert design, roadway trail design, right-of-way design plans and opinion of probable cost.

**TASKS AND TASK ASSIGNMENTS**

Projects located in the jurisdictional area of the Metropolitan Area Planning Agency, Omaha (MAPA) and a Responsible Charge (RC) who is an employee of the respective Local Public Agency will manage the jurisdictional area of Lincoln City/Lancaster County (LCLC). Projects located outside of MAPA and a RC who is an employee of the Nebraska Department of Transportation (NDOT) will manage the project.

It is anticipated the project will require the following major tasks:

a. Environmental Documents and coordination (Design Consultant/NEPA Consultant)

b. Project Management and Quality Control

c. Preliminary Field Survey

d. Right of Way Survey

e. Roadway Design (including Right-of-Way Design)

f. Hydrology and Hydraulic Design

g. Bridge Design and Concrete Box Culvert Design.

h. When NDOT is the Responsible Charge (RC) the National Pollutant Discharge Elimination System/ and the Storm water Pollution Prevention Plan/SWPPP will be prepared by the NDOT's Roadside Stabilization Unit. The erosion control plans will be designed by the Design Consultant. NDOT’s Roadside Stabilization Unit will submit the Notice of Intent, NPDES permit and the SWPPP.

i. PS&E Submittals

j. Project Meetings (Kick-off meeting, Progress, Plan in Hand (PIH) meeting and Utility meeting)

k. Public Involvement

l. Geological Studies

**APPLICABLE PUBLICATIONS**

**Overview:** Work shall be done in accordance with the most current version of the following materials. The most current versions of the NDOT materials can be obtained from the NDOT Website.

1) LPA Guidelines Manual for Federal-Aid Projects. NDOT April 2009

2) A Policy on Geometric Design of Highways and Streets 2011 (AASHTO)


5) MUTCD - Nebraska 2011 Supplement to the MUTCD
6) Nebraska Minimum Design Standards – Counties, Municipalities, State - 2016 (or most current) (Nebraska Administrative Code Title 428; Rules and Regulations of the Board of Public Roads Classifications and Standards
7) Nebraska State Plane Coordinate System Datum Adjustment Computations Lambert Conformal System Manual
9) Standard Specifications for Highway Construction 2017 (or latest edition) (NDOT)
10) NDOT Hydraulic Analysis Guidelines for Consultant
13) Uniform Relocation Assistance and Real Property Acquisition Act (Uniform Act)
15) Evidencing Nebraska Land Titles (Nebraska Land Title Association)
16) So you Want Access to the Highway (March 2008)

SOFTWARE AND EQUIPMENT REQUIREMENTS

1. The Consultant's design and drafting software and design files must be compatible with NDOT's design and drafting software. Information on NDOT's design protocol can be found on NDOT's website on the Roadway Design page; http://roads.nebraska.gov/business-center/design-consultant/
2. The Consultant's design must be accomplished using the design software GEOPAK version SS4 or later but no later than that in use by NDOT. The consultant's design must follow NDOT's drafting procedures, guidelines, and file naming convention using the appropriate version of MicroStation dgn. Format CAD software. Consultant's use of an earlier version of GEOPAK OpenRoads may be approved for specific activities with written permission of NDOT and at NDOT's sole discretion.
3. In many cases, projects will require that a 3D model be generated using GEOPAK OpenRoads technology.
4. Reports and documents must be submitted in a form compatible with Microsoft Office products unless otherwise directed.
5. The Consultant will provide all software and computer equipment required to complete the work including any analysis software required to perform the bridge design work.
6. The Consultant is required to complete work (CAD/Geopak files) within the ProjectWise environment. All project document submittals (non CAD/Geopak) are to be uploaded into OnBase. Modeling files to be located within ProjectWise.
EXPECTATIONS FOR THE DELIVERABLES

1. The consultant shall provide to NDOT acceptable final plans, specifications and estimates (PS&E) for use in a bid letting and construction of the project. The Consultant shall seal and sign the final plans and applicable deliverables in accordance with the Nebraska Engineers and Architects Regulation Act. Consultant shall also provide to NDOT all applicable supporting documentation and reports as described in the Task Order.

2. Plans and special provisions shall be developed in compliance with the manuals, guidelines and specifications as listed in the Qualifications, Knowledge and Experience section, paragraph B.

3. Consultant shall submit to the NDOT roadway design plans at the following stages, when applicable: before the plan-in-hand field inspection, before public meetings, at 90% completion stage, and final PS&E package. Deliverables must be completed and submitted in accordance with the schedule set out in the Task Order.

4. Deliverables must be submitted in hard copy and electronic form as outlined in the Task Order.

5. Submittals will be reviewed and approved by NDOT. Consultant shall address all issues raised by NDOT’s review and make all necessary changes to the work.

DESIGN PLAN PREPARATION AND ASSEMBLY

Overview. These tasks are to develop design plans and assembly of design plans of items not shown in the Roadway Design section. Items to be included, but not limited to, can be found in the NDOT Roadway Design Manual under Highway Plans Assembly. These are the plans which will be let to contract, therefore, plans should be thoroughly checked for completeness, accuracy, and formatting by the design technician, the roadway designer and other contributing parties.

Drafting Procedures. Consultants using MicroStation will follow the State’s CADD drafting procedures and guidelines in preparing plans. File names must follow the State’s CADD naming convention. Line weights, line styles, test size and leveling must follow the State’s guidelines.

NDOT’s CADD drafting standards do not apply for projects developed in AutoCAD, however, the Consultant shall make an effort to follow the State’s CADD drafting procedures and guidelines in preparing plans.

Format of Project Plans

1. The Consultant shall prepare plan and profile plan sheets on a scale of 1” = 20’ and “2L” (enlarged detail) sheets on a scale of 1” = 50’ (rural) or 1” = 20’ (urban).

2. All full-sized plan sheets must be approximately 24” x 36”. The border sheet information is on NDOTs’ website. All half-size plan sheets must be on 11” x 17” paper.
3. Any materials submitted to the State by the Consultant must be on equivalent to white bond.
4. Any material which does not produce an acceptable reproduction will be returned to the Consultant for rectification.
5. The Consultants shall follow the State's CADD Drafting procedures and guidelines in preparing the project plans.
   a. Sheets must be set up according to the State's procedures.
   b. File names must follow the State's CADD naming convention.
   c. Line weights, line styles, text size and leveling must follow the State's guidelines.
6. The CADD files must also conform to the following standards and conventions:
   (a) Working units must be:
       1. Master Units = Survey Feet (sf)
       2. Sub Units = inches (in)
       3. Resolution = 1000 per survey foot
       4. Accuracy = 0.1234
       5. Working Area = 813.442402 miles
   (b) The Consultant shall tie the project into the State Plane Coordinate System using NAD 1983 for horizontal control. Consultant shall coordinate with the Geodetic Survey office for the Project Datum Adjustment Factor (DAF). Prepare all topography information in a MicroStation. Line weights, line styles, text sizes and leveling will follow NDOT's guidelines.

   **Format of cross-sections**

   1. Plot all cross-sections. This includes labeling stations on the right side of the sheet, labeling existing and design centerline elevations at centerline and labeling offset distances every 5 or 10 feet at the bottom of each sheet.
   2. Plot cross-sections on standard size sheets (same size as project plan sheets) according to the State's standards.
   3. Stamp or plot in the upper right corner of each sheet the control number, horizontal and vertical scale. Plot the roadway cross-sections at the scale of 1" = 10' H & V, or 1" = 20'H & V.
   4. Plot cross-sections with stations progressing upward from the bottom to the top of the sheet.
   5. Plot the cross-sections so that there is room for the improvement cross-section. Do not overlap cross-sections.
   6. Cut cross-sections at 100 foot intervals (maximum) and at other locations as needed.
   7. Plot a cross-section at each location where there may be a drainage structure needed and at driveways, intersections or other unusual features.
   8. Plot drainage structure cross-sections and keep them separate from roadway cross-sections.
   9. Plot drainage structure cross-sections at the following scales:
   (a) Storm Sewer 1" = 10' H & V.
(b) Roadway Culverts 1" = 10' H & V.

10. Plot computer roadway cross-sections in the following manner:
   (a) Plot original ground with a dashed line.
   (b) Plot design template with a solid line.

11. Plan Sheets. The consultant will refer to NDOT Roadway Design Manual for a complete list of plans sheets to be included in the plan set. The Consultant will develop special plans. Standard plans are not included with the plan set, but a current up to date list of Standard Plans used for the project will be included to be placed on the Title Sheet.
The State/LPA Shall Provide:

PRELIMINARY ITEMS

1. As-built or design plans of the existing and adjacent roadways (if available).
2. Existing work already completed including traffic study, geotechnical report, and survey.
3. Any drainage studies completed in the area (if available).
4. Names of known utilities, addresses and permits listing use and occupancy permit data along the project.
5. Electronic files of current aerial photographs (if available).
6. Existing cadastral maps, plat maps, etc. electronic right-of-way files of the project area (if available).
7. Traffic count information. (NDOT)
8. Crash history for study corridor. (NDOT)
9. Detour route.
10. Section Corner Ties to corner monuments.
11. Existing benchmark information.
12. ROW negotiations and acquisitions.
13. Permit to occupy ROW (NDOT Form 19)
14. Local Public Agency (LPA) Project Programming Request (NDOT Form 530)
15. Probable Class of NEPA Action (NDOT 53) Form.
16. An environmental re-evaluation of the proposed design shall be completed after the review and approval of the Right of Way design and ROW Acquisition.
Consultant Shall Provide:

PROJECT MANAGEMENT AND QUALITY CONTROL

Coordination of Design Professional and Scheduling. The Consultant Project Manager will serve as point of contact, maintain project schedule and coordinate work of sub-Consultants

1. Project Management. This task includes activities to initiate and monitor project schedules, workload assignments and internal cost controls throughout the project. Also included are efforts to prepare and process invoices, prepare monthly progress reports and prepare project correspondence with the Responsible Charge (RC) and to NDOT and maintain project records.

2. Project Description/Purpose and Need: NDOT will develop the Project Description and Purpose and Need statements for the project (NDOT Form 530). The Consultant shall work with the NDOT and the NEPA Consultant when updates or corrections are needed.

3. Quality Assurance/Quality Control. The Consultant will perform QA/QC checks at various stages of the project including prior to any official submittal. The Consultant will provide a copy of their QA/QC plan to the RC at the start of the project. The Consultant will submit in writing that this plan has been used during the project at each submittal with the name of the person responsible for performing the QA/QC the review.
MEETINGS

1. **Owner Meetings.** Consultant will meet with County/City Representatives, kick off meeting, review preliminary meeting(s), and final drawing meeting(s).

2. **Plan-in-Hand Meeting/Report.** The Consultant will schedule and attend a plan-in-hand meeting to review the thirty (30) percent roadway design plans. Consultant to prepare plan-in-hand report (On-site meeting).

3. **LPA/NDOT Coordination Meetings.** The Consultant will meet with the LPA and NDOT to discuss the status of plan development and coordinate design activities. The consultant should anticipate 9 meetings. The Consultant will be responsible for distributing meeting invitations, coordinating meeting locations, and preparing meeting minutes.

4. **Meetings with Utilities.** Utility review meetings will be scheduled. Effort is also included for coordination via the phone and up to total one-on-one meetings with affected utilities.

5. **Public Involvement Planning Meetings.** See section on Public Involvement.

6. **Key Stakeholder Outreach.** See section on Public Involvement.

7. **City Council/County Board.** At the request of the RC/PL, the Consultant will attend pre-council/board meetings and council/board meetings to report on project progress and answer council/board member questions.

8. **Open Houses.** See section on Public Involvement.

9. **One-on-One, Small Group Meetings.** See section on Public Involvement.
Survey

1) Preliminary Field Survey. The topographic survey will be completed by the design consultant for the project corridor in accordance with current NDOT survey specifications. The design consultant will perform the necessary topographical ground survey including the existing centerline, intersecting streets, and drives, tying the location of land monuments to the existing centerline, cross sections and profiles. A topographical survey will be performed using GPS and electronic "Total Station" technology in MicroStation.dgn. Format. Copies of field book records and electronic records will be submitted to the RC at the completion of final design. Natural topographic features and man-made features, will be recorded by coordinates to the nearest one-tenth (0.1) of a foot. All such topographic features, which are pertinent to the design or are necessary to properly show the effect of the proposed work upon the adjoining property and/or improvements, will be recorded. The topographical survey will not include an exact and detailed tree count. The consultant will complete a site visit after LOC's are created noting the size, type and location of trees to be removed. Station and offset will be noted on the plans. Unless otherwise noted the limits of the survey are to be at least 100 feet on each side of the existing centerline or to corners of structures on tracts, and must include enough information to build the proposed typical cross section and show the limits of construction. The survey limits will extend 500 feet before the start of the project and 500 feet beyond the end of the project. The topographic survey will extend along intersecting streets a minimum distance of 500 feet from roadway centerline.

2) Digital Terrain Model. A Digital Terrain Model will be provided for use in cross-section creation. Natural topographic features and man-made features above ground (including existing adjacent building limits) will be recorded. All above and below ground utilities will be located once Digger's Hotline marks them. Sanitary and storm sewer manholes will have rim and flow line elevations surveyed.

3) Base Map Preparation. Consultant will create the base maps using the topographic survey data.

4) Horizontal and Vertical Control. The design consultant will establish control points along the project corridor at regular intervals and provide control "reference" point ties to topographic features of permanent nature:
   a) Horizontal control points will be established and referenced to existing section corners. The control points will be permanent in nature and tied to Nebraska State Plane Coordinate System.
   b) Vertical control points will be established and referenced to USGS NAVD88 datum. There will be a minimum of three permanent benchmarks established with additional temporary benchmarks set along the project corridor at intervals not to exceed 500 feet.
5) **Section/Property Corners.** The consultant will locate necessary section corners, quarter section and property corners for use in drafting existing right-of-way and property lines. The Consultant will work with the County Surveyor on any corners not found to be set by the County Surveyor.

6) **Existing Utilities.** The consultant will call in a One Call utility locate ticket. Utilities will be shown based on visible, above-ground, evident in the field and utility locator’s markings. The project liaison will assist in providing utility locations and contact information.

7) **Note Reduction/Preliminary Plotting.** This task will include the effort for gathering data to create the existing topography file to use for preliminary design. Placing station offsets for all topographic items.

8) **PIL Staking the Right of Way.** For the PIL field visit the Consultant will stake new and existing right-of-way, assume ______ tract(s).

9. **Negotiations Staking the Right of Way.** During the negotiations, the Consultant will stake new and existing right of way, assume ___37___ tract(s).

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 ___3___ 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 ___3___ tract(s).

12. **Condemnation Hearings.** The Engineer is to attend the Condemnation Hearing to provide an expert opinion regarding the need for the taking, assume ___3___ tract(s).

ROW staking should be done to clearly and accurately represent on the ground the information that is illustrated on the ROW plans. When a tract requires ROW staking the following items should be staked:

1. Existing ROW
2. Existing Control of Access.
3. Existing Control of Access Breaks.
4. Existing Permanent Easements (except utility easements are generally not staked).
5. New ROW
6. New Permanent Easements
8. New Control of Access Breaks

For each line the ROW staking should at a minimum include the staking of points at the following:

1. The ends of each line.
2. Their intersection with a property line.
3. Their intersection with lot lines, section, quarter section line, etc.
4. Any deflection points within the line (turn points).
5. If a line involves a long straight run interim stakes along the line should be placed as needed to clearly denote the line in the field.
6. Any critical points along a line such as the portion coming close to a significant feature such as a structure, center-pivot, well, etc.
7. The stakes should be clearly visible in the field and denote the type of line(s) it is representing. Information to be included on the stakes include.
8. A color identification (surveyor's tape and/or paint) unique to the type of line. Generally Orange for ROW and Yellow - Green for easements.
9. The line designation (ROW, PE, TE, CA, etc.)
10. The distance to Centerline.
11. The Station

See NDOT's Construction Manual for additional ROW staking information
Preliminary Roadway and ROW Design (PIH/30%)

Overview. The following task will be used to accomplish Roadway Design and in the development of design plans. This task includes roadway design services during the Plan-in-Hand phase.

The design shall be in conformance to “Nebraska Minimum Design Standards” for New and Reconstructed Projects. 3R Standards (Resurfacing, Restoration and Rehabilitation) and the “NDOT Standard Specifications for Highway Construction” Reference to local standard plans and specifications is not allowed, those plans and specifications must be included within the PS&E package as special plan sheets or special provisions.

The consultant is to make every effort to use NDOT standard items, standard plans and products from the NDOT approved product list in the design of the project. Items unique to the project, not on the standard item list will need a special provision stating the method of construction, the unit of measure and method of payment. Special items not on the approved product list will require the consultant to provide a list of 3 or more products/suppliers and an “or approved equal statement”. Approval by both NDOT and FHWA is needed before the item may be incorporated in the project.

1. Complete Form DR-76. Roadway Design—Principal Controlling Design Criteria—After Form DR-76 has been completed send a copy to Local Projects Section (LPS) of NDOT with a request any design exceptions or relaxations that may be needed.

2. Data Collection and Review. For gathering, reviewing and organizing data for the project. Determining design criteria will also be included with this task.

3. Roadway Horizontal Alignment. This task includes the design and drafting of the horizontal alignments(s). Task includes creation of the Control Point/PI/Curve Data 2-H sheet(s); the Consultant will create 2-H Horizontal Alignment and Orientation on any design alignments.

4. Roadway Vertical Alignment. This task includes the design and drafting of the vertical alignment(s) and/or adjustment of vertical alignment(s).

5. Template Roadway Cross Sections. Develop the design templates necessary to template the cross sections, including design of special ditches.

6. Limits of Construction. This task includes efforts to create LOCs for the project. The Consultant will define and draft the limits of construction on the plan sheets. These limits are to be used to determine environmental impacts and right-of-way requirements.

7. Earthwork. Determine earthwork balance factor. Process the earthwork for each alignment, including any extra earthwork due to large driveways, guardrail and any other
cause for earthwork. Calculate earthwork quantities and produce earthwork summary and plan notes.

8. Roadway Geometric Design. This task includes the geometric design of all roadway alignments, intersections, driveways, parking lot reconstruction, sidewalks, and pavement transitions, which includes setting up all the geometric sheets for the project and labeling.

9. Storm Sewer and Drainage. This task includes hydrologic and hydraulic analysis for design of the new storm sewer system for the new and reconstruction portion of the project. This would include hydrologic review to determine drainage areas and discharges to the roadways for multiple storm events; development of a hydraulic model; identification of outlet storm sewers or drainage ways; and required improvements to outlet storm sewers or drainage ways necessary to drain the reconstructed highway. The storm sewer design will review the 10-year storm event to determine if a reasonable and practical storm sewer system can be provided to meet the current criteria. If it is determined that it is not practical to meet a 10-year storm event, a practical design approach will be used to determine a reasonable design that meets or exceeds the capacity required to convey a 2-year design storm. The design of the storm sewer will be developed in a manner to accommodate phased construction of the project that will maintain existing roadway drainage while providing outlets for the new storm sewer being constructed. This work also includes of drainage plans and storm sewer profiles. Storm sewer design will be based upon the new and reconstruction urban segment.

10. Roadway and Driveway Culverts. This task is for roadway and driveway culverts and includes the preparation of a drainage map outlining all drainage areas and completion of the following for each area. NDOT’s Pipe Policy will be followed:
   a. Compute area size and Q.
   b. Determine allowable H.W.
   c. Size culvert and compute H.W.
   d. Using design cross-sections, determine length of culvert.
   e. For each culvert, show the Station, D.A., Q., H.W., Size and Length.
   f. Determine location of new/existing culverts with special-ditch locations
   g. Draft culvert build notes

11. Construction and Removal. Development of Construction and Removal notes detailing construction and removal items not specifically identified elsewhere in this scope. NDOT CAD standards and construction/removal notes/tabs are to be used.

12. Utility Coordination/Verification. The Consultant will draft utilities on the plans that were not included in the preliminary plotting and for limited coordination with the utilities, to verify the location and type of utility. In addition, the Consultant will coordinate and schedule a Utilities meeting to identify and work through potential conflicts identified in the preliminary 30% Plan-In-Hand plans and prepare NDOT Standard Utility contracts and pole tab sheets. (LPA is responsible to coordinate utility agreement negotiations.
13. Construction Phasing/Detour Route/Temporary Roads. The Consultant shall develop traffic phasing concepts to allow for reasonable access during construction for highway and local traffic that may include detours and staging of construction. The Consultant shall prepare a written description of the Construction Phasing, noting detour routes if applicable. This phasing plan shall be submitted at the time of the first submittal.

14. Erosion Control. This task includes effort required to design and draft erosion control measures for the project. The consultant will submit the erosion control plans to the LPS of NDOT for review and concurrence by NDOT Roadside Stabilization Unit.

15. Quantities/Estimates. Develop and tabulate all of the preliminary quantities. Computation sheets will be submitted with all Quantities to the RC and or the LPS of NDOT for all submittals, including Preliminary Plan in Hand and Final Plans, using NDOT standard bid items, NDOT Project Information sheet (DR Form 342), and NDOT quantities forms (DR Form 243 and DR Form 366). In addition to these submittals, opinion of probable cost will be updated and submitted yearly (January 31) throughout the preliminary engineering and final design phases. Estimate of probable cost will be prepared by the Consultant using recent bid tabulations and other available information. If there is railroad involvement and it is determined that a theoretical opinion of probable cost is needed, this task will be added as a supplement to the agreement.

16. Typical Sections. This includes design and drafting of the typical cross sections and other details as needed for the project.

17. 2W/2A Sheets. This task includes developing the aerial plan sheets from existing GIS information. This task will include effort to illustrate wetlands, restricted areas, channels, alignments, impacted areas, reference files, and other wetland features. Sheet based on GIS information provided by NDOT.

18. Guardrail. This task includes effort to analyze potential guardrail locations and design new guardrail at locations that do not meet current standards or are affected by other elements of the project. Guardrail will be designed to meet current NDOT standards unless justified by an accepted design as governed by the current Roadside Design Guide.

19. Floodplain Permitting Identification. This task includes the following:

Determine if the project will have construction occurring in a floodplain, whether crossing or parallel. The Consultant determines if the project crosses or occurs within a mapped floodplain, or in the case of parallel floodplains determines and quantifies the highway embankment work that will encroach into the area mapped as a floodplain.
20. **Floodplain Permit.** If a Floodplain Permit is required, the Design Consultant will prepare a Floodplain Certification Package. The package is to include a memo describing the project and its impacts on the floodplain, a location map showing the boundary of the project, FIRMette maps with floodplains and structures identified and a certification form signed, sealed and dated by a professional engineer certifying compliance with floodplain and floodway regulations. A FIRMette is a legal scale copy of a portion of a Flood Insurance Rate Map (FIRM). FIRMettes can be printed in either letter legal or ledger-size paper and found at the following website: [http://msc.fema.gov](http://msc.fema.gov). The LPA with assistance from the Consultant is to apply for the permit.

21. **Plan-In-Hand Meeting/Report.** Schedule and attend a plan-in-hand meeting with the key stakeholders to review the thirty (30) percent roadway design plans. The Consultant will prepare and submit a draft Plan-in-Hand report within two (2) weeks of the meeting summarizing the findings and decisions made regarding the project design. The draft PIH report will be submitted and routed for review and comments. The consultant will address the comments (within 2 weeks) and submit the final PIH report.

22. **Working Day Calculations.** Working Days for construction activities will be calculated at the (30) percent plan stage and incorporated into the draft PIH report and updated at the (90) percent plan stage.

23. **Pavement Determination.** The Consultant shall provide complete documentation of the structural pavement design analysis used for the project. The pavement analysis must be a nationally recognized method, such as AASHTO, AIM, PCA, etc. The Pavement Determination Data Sheet (supplied by NDOT) shall be completed by the Consultant and included as part of the documentation.

**Deliverables**

a) Meeting Minutes for all meetings to be summarized and delivered/email to the Client, NDOT and applicable stakeholders within (2) days of meetings.

b) Hydraulic Report and Data Sheet

c) Deliverables for the Plan-in-Hand Phase include:

i) Preliminary Waterway Permit Data Sheet, DR Form 290

ii) Erosion Control Plan-in-Hand Checklist, Exhibit G of the NDOT Roadway Design Process Outline (DPO), if applicable

iii) FAA Form 7460-1 when applicable

iv) Two half size set Plan-in-Hand Plans and corresponding electronic files

v) Project Information Sheet, DR Form 342

vi) Project Quantity Sheet, DR Form 343E


viii) Plan-in-Hand plans with comments consolidated on one set

d) Final Plan-in-Hand Report (pdf format and paper copy)

e) Plans/display showing project in relation to mapped floodplains/floodways; if applicable
Agenda Item #10

f) Opinion of Probable Construction Cost

g) Construction and working day estimates

Below is a list of plans to be included, but not limited to, in the Plan In Hand plan set and the order the plans are to be arranged in the plan set:

a) Title Sheet
b) Typical Section Sheet
c) 2A - Aerial Sheet
d) Centerline Control
e) 2P - Preliminary Phasing
f) 2L - Construction / Geometrics
g) 2L - Removal Plans
h) 2L - Storm Sewer/Culvert
i) P & P sheets
j) Special Plans - Wall P&P Sheets, etc.
k) Cross Sections
l) Right of Way Ownership Plans
Functional Plans (60%)

Functional plans incorporate review comments needing revisions identified during the plan in hand and serves as a mid-point check of the design (60% complete). Plan submittal will be as previously submitted on 04-05-2015 to NDOT with the following revisions:

- As noted in the letter and redline plan provided on 09-02-2015 by NDOT and
- As noted in the Erosion Control Review (Revised) Memorandum and redline plan dated 07-10-2018 from Ronald Poe.

Quantity estimates the Consultant shall prepare quantity estimates (DR 342, 343E) for all construction and removal items on the plans and submit them to the RC. After the review of the functional plans, the LPD Project Coordinator and approval of the environmental documentation by NDOT and FHWA the Project Coordinator will issue a notice to proceed with final design. DR 342 & 343E will be as previously submitted on 04-05-2015 to NDOT.

Sixty percent plan submittal the following plans with the limits of construction are to be submitted to the LPD Project Coordinator at the completion of the functional design.

Below is the order the plans are to be arranged in the plan set.

One half-size set. Plans sets shall have the following applicable sheets:

a. Preliminary Title Sheet (by Consultant)
b. Title Sheet (Prepared by NDOT PS&E)
c. Typical Cross-Section Sheets (2T)-(B1)
d. Summary of Quantities Sheet (Prepared by NDOT PS&E) (C1)
e. Summary of Soil and Materials Information (2K)
f. Wetland Sheets (2W)-(E)
g. Aerial Photo-Sheets (2A)
h. Horizontal/Vertical Control Sheets (2H)-(F)
i. General Notes Sheet (2H)-(G)
j. Construction Phasing Plans (2P)
k. Geometric Sheets (2L)-(J)
l. Joints and Grades Sheets (2L)-(J)
m. Storm Drainage Plan and Profile Sheets (2L)-(R)
n. Construction Sheets (2L)-(J)
o. Removal Sheets (2L)-(J)
p. Sediment and Erosion Control Sheets (2L)-(J)
q. Roadway Plan and Profile Sheets (Start with sheet 3) (L)
r. Traffic Control Sheets (M)
s. Pavement Marking & Signing Sheets
t. Lighting Plan Sheets
u. Landscaping Plan Sheets
v. Earthwork Data Sheets
w. Culvert/Channel Cross-Section Sheets
x. Bridge (SP-)
y. Detail Sheets (SP-)
z. Retaining Wall Plan and Profile Sheets (SP-)
aa. Retaining Wall Details (SP-)
b. Wastewater Plan and Profile Sheets (SP-)
c. Water Main Plan and Profile Sheets (SP-)
d. Traffic Signal Plan Sheets (SP-)
e. Right of Way Title Sheet (R-1)-(W)
ff. Right of Way Summary Sheet (R-2)-(W)
gg. Right-of-Way Plans (R-3)-(W)
h. Roadway Cross-Section Sheets (X-)

Upon completion of the LPD Project Coordinator’s review and the ROW Division’s Project Coordinator’s review of the ROW plans. The LPD Project Coordinator will issue notice to proceed with development of the draft PS&E package.
Draft PS&E Submittal (90%) plan review

Overview, upon receipt of the 90% plans on projects NDOT has assumed the duties of the Responsible Charge (typically projects located outside of MAPA and LCLC) the NDOT’s Right of Way Division will prepare the ROW Cost Estimate.

1. **Incorporate review comments** the Consultant will address and incorporate review comments from the 60% review.

2. **Opinion of probable construction cost** the consultant is to prepare an updated opinion of probable cost the consultant shall prepare an updated total estimate of quantities and opinion of probable cost (DR-342, and 343E) for all construction and removal items on the plans.

3. **Draft PS&E package submittal** the Consultant shall submit a draft PS&E package, to the Project Liaison and NDOT Project Coordinator for final review. The package will include the plan set, special provisions, and total project quantities. The 90% submittal shall include the following. Below is the order the plans are to be arranged in the plan set:

One half-size set. Plans sets shall have the following applicable sheets

1. Preliminary Title Sheet (by Consultant)
2. Title Sheet (Prepared by NDOT PS&E)
3. Typical Cross-Section Sheets (2-T)
4. Summary of Quantities Sheet (Prepared by NDOT PS&E)
5. Summary Of Soil and Materials Information (2K)
6. Wetland Sheets (2W)
7. Aerial Photo Sheets (2A)
8. Horizontal/Vertical Control Sheets (2H)
9. General Notes Sheet (2N)
10. Construction Phasing Plans (2P)
11. Geometric Sheets (2L)
12. Joints and Grades Sheets (2L)
13. Storm Drainage Plan and Profile Sheets (2L)
14. Construction Sheets (2L)
15. Removal Sheets (2L)
16. Sediment and Erosion Control Sheets (2L)
17. Roadway Plan and Profile Sheets (Start with sheet 3)
18. Traffic Control Sheets
19. Pavement Marking & Signing Sheets
20. Lighting Plan Sheets
21. Landscaping Plan Sheets
22. Earthwork Data Sheets
23. Culvert/Channel Cross-Section Sheets
24. Bridge (SP-)
25. Detail Sheets (SP-)
26. Retaining Wall Plan and Profile Sheets (SP-)
27. Retaining Wall Details (SP-)
28. Wastewater Plan and Profile Sheets (SP-)
29. Water Main Plan and Profile Sheets (SP-)
30. Traffic Signal Plan Sheets (SP-)
31. Right of Way Title Sheet (R-1)
32. Right of Way Summary Sheet (R-2)
33. Right-of-Way Plans (R-)
34. Roadway Cross-Section Sheets (X-)
35. Project Information Sheet, DR Form 342
36. Project Quantity Sheet, DR Form 343E
37. Summary of Quantity Sheets, DR Form 355
38. Guardrail Summary, DR Form 105
39. Summary of Quantities and Locations of Surfaced Driveways/Intersections
40. Table of Drainage Summary Items, “Horse blankets”
41. Length Sheet, DR Form 415
42. PS&E Required Sheet, DR Form 263
43. Grading Item Summary, DR Form 64E
44. Special provisions
45. Standard Plan listing
46. Special Plan listing
47. Opinion of Probable Construction Cost
48. Right-of-Way Cost Estimate
49. Environmental re-evaluation
50. Certification of Compliance, BR Form 366
51. Floodplain Certification and Permit (if applicable)
52. Construction and working day estimates

Railroad insurance If applicable for insurance purposes, the consultant will calculate the percentage of work being performed within railroad right of way is within 50 feet of any railroad track will need to be estimated by the Consultant. The Consultant shall also estimate work being performed outside the 50-foot line but within the railroad right of way. Work within the 50-foot line will require the construction contractor to carry railroad protective insurance and the work outside the 50-foot line but within railroad right of way will require the Contractor to carry regular Contractor’s Public Liability and Property Damage Insurance.

The 90% plans represent the final design of the project. The only revisions to the 90% plans would be modifications resulting from right of way negotiations, design modifications due to unknown utility conflicts or revisions requested by an affected railroad.
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 NDOT Project Coordinator for the final PS&E review. The completed PS&E plans to be submitted by the Consultant shall include the following:
   a. Electronic Plan Data for the Contractor:
   b. Slope staking information at locations where grading is to be completed to flatten slopes, construct guardrail and mailbox turnouts, and construct new erosion control curb and-shoulders. The Consultant shall provide the State with samples of these items for approval of the formats and information. Final construction information to be submitted as directed by the NDOT Project Coordinator.
   c. Subgrade and finish grade information for new construction (previously blue tops and paving grades).

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.

3. **Electronic CADD files** after PS&E corrections, the Consultant shall upload all electronic CADD files and a DVD. The following should also be included:
   a. Documentation File (metadata about the files provided, descriptions, etc.)
   b. CADD Files (*.DGN format)
      1) Alignment File(s), GPX file
      2) Roadway Design Feature File(s)
      3) ROW Feature File, if applicable
   c. Wetlands Feature File
   d. Topography Cross Sections (when available)
   e. 3D Design Break-line file
   f. Alignment Data
      1) LandXML Format
   d. Machine Control Surface Model files (LandXML format)
      1) Existing Ground
      2) Proposed Finished Grade
      3) Proposed Grading Surface
   e. Temporary erosion control after PS&E corrections are complete, the Consultant shall produce temporary erosion control worksheets and submit them in
electronic form and as half-sized plan sheets, along with the signed and dated plans. The temporary erosion control sheets must include the following items:
a. Topography  
b. New Design (does not include temporary 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 design contours. This would occur on reconstruction projects, not overlays)  
i. ROW. (If possible) (legend cell: tempeclegend - change the legend to match the ROW lines used on your project)

5. Printing this includes effort to print and resubmit any sheets that change based on PS&E comments (not to include errors or omissions).

6. SWPPP When required by the NPDES Construction Stormwater Permit, the Consultant shall provide a Stormwater Pollution Prevention Plan (SWPPP) for the project. The SWPPP must be developed using NDOT's SWPPP template that will be provided by the Roadside Stabilization Unit. The Roadside Stabilization Unit will complete a redline review of the SWPPP and Erosion Control Plans. The Consultant shall incorporate comments received from the Roadside Stabilization Unit prior to delivery of the final documents.

7. QA/QC This includes an internal review by the consultant of any sheets resubmitted to NDOT.

8. Letting Task
   a. Answering questions received from Contractors during Letting Phase  
   b. Supplying Information to NDOT for preparing addendums  
   c. Shop drawing review/approvals

DELIVERABLES FOR FINAL PLANS (PS&E) PHASE INCLUDE

a. Revised Waterway Permit Data Sheet, DR Form 290  
b. Floodplain Certification Package  
c. Concrete Box Culvert Request Sheet, DR Form 67  
d. Opinion of Probable Construction Cost  
e. Two half-size set and one full-size set of Final Plans and corresponding electronic files (stamped and signed and preliminary stamp removed). Plans sets shall have the following applicable sheets. Below is the order the plans are to be arranged in the plan set. 
   Preliminary Title Sheet (by Consultant)  
f. Title Sheet (Prepared by NDOT PS&E)
g. Typical Cross-Section Sheets (2-T)
h. Summary of Quantities Sheet (Prepared by NDOT PS&E)
i. Summary Of Soil and Materials Information (2K)
j. Wetland Sheets (2W)
k. Aerial Photo Sheets (2A)
l. Horizontal/Vertical Control Sheets (2H)
m. General Notes Sheet (2N)
n. Construction Phasing Plans (2P)
o. Geometric Sheets (2L)
p. Joints and Grades Sheets (2L)
q. Storm Drainage Plan and Profile Sheets (2L)
r. Construction Sheets (2L)
s. Removal Sheets (2L)
t. Sediment and Erosion Control Sheets (2L)
u. Roadway Plan and Profile Sheets (Start with sheet 3)
v. Traffic Control Sheets
w. Pavement Marking & Signing Sheets
x. Lighting Plan Sheets
y. Landscaping Plan Sheets
z. Earthwork Data Sheets
aa. Culvert/Channel-Cross Section Sheets
bb. Bridge (SP-)
c. Detail Sheets (SP-)
dd. Retaining Wall Plan and Profile Sheets (SP-)
e. Retaining Wall Details (SP-)
f. Wastewater Plan and Profile Sheets (SP-)
g. Water Main Plan and Profile Sheets (SP-)
hh. Traffic-Signal Plan Sheets (SP-)
ii. Right of Way Title Sheet (R-1)
jj. Right of Way Summary Sheet (R-2)
kk. Right-of-Way Plans (R-)
ll. Roadway Cross-Section Sheets (X-)
m. Project Information Sheet, DR Form 342
nn. Project Quantity Sheet, DR Form 343E
oo. Summary of Quantity Sheets, DR Form 355
pp. Guardrail Summary, DR Form 395
eq. Summary of Quantities and Locations of Surfaced Driveways/Intersections
rr. Table of Drainage Summary Items, "Horse blankets"
s. Length Sheet, DR Form 415
t. PS&E Required Sheet, DR Form 263
uu. Grading Item Summary, DR Form 64E
vv. Special provisions
ww. Standard Plan listing
xx. Special Plan listing
yy. Opinion of Probable Construction Cost
Railroad insurance if applicable for insurance purposes, the consultant will calculate the percentage of work being performed within railroad right of way is within 50 feet of any railroad track will need to be estimated by the Consultant. The Consultant shall also estimate work being performed outside the 50-feet line but within the railroad right of way. Work within the 50-foot line will require the construction contractor to carry railroad protective insurance and the work outside the 50-foot line but within railroad right of way will require the Contractor to carry regular Contractor's Public Liability and Property Damage Insurance.
UTILITIES

1. **Assistance** this includes effort to assist the LPA with engaging the existing utility owners.

2. **Utility Location/Verification** the Consultant will review the utility locations shown on the plans, and verify these locations during field inspections. After the survey is complete, plans will be printed and distributed to the Utility Companies for verification of ownership, type, size, location, and cased or uncased.

The Consultant will request that the Utility Companies return to the Consultant marked up plans with utility verification. The Consultant will incorporate the information into the topography. All utilities identified in the topographic survey and verified by the individual utility will be incorporated into the plans.

Identification and verification by the Utility Companies of major utility conflicts such as fiber optic lines, gas pipelines, crude oil pipelines, high-pressure waterlines, transmission lines, etc., will be accomplished at the earliest possible time. The Consultant and the RC will discuss major conflicts and attempt to avoid them. If avoidance is not possible, the Consultant will then request the Utility Company to verify the conflict and provide a preliminary estimate of reimbursable costs associated with the utility relocation.

3. **Utility Plan Submittals** With each plan, submittal to the LPA the Consultant will distribute plans to public and private utilities within the project limits for review and comment.

4. **Utility Permits** the consultant will assist the LPA in permitting private utilities
RIGHT-OF-WAY DESIGN

Overview: The following tasks will be completed to establish the existing Right-of-Way and to design the proposed Right-of-Way. The consultant will complete and submit title research, legal description and ROW plans.

Qualifications, Knowledge and Experience. The Services must be completed by, or under the direct supervision of a registered abstractor who is qualified and in good standing to complete the Services in Nebraska. Consultant must be knowledgeable and have substantial experience completing Services of this type.

Software, Equipment, and Submission Requirements. Title researcher will be responsible for providing all necessary equipment, supplies, materials and software to complete the Services. The Certificate of Title reports shall be signed, converted to pdf format and submitted in readable electronic form. Supporting documents shall be submitted in pdf, jpeg or tiff format. All deliverables shall be submitted using the specified file naming convention.

Format of Right-of-Way plans The Consultant shall submit all Right-of-Way plans as half-size plans plotted at the appropriate scale. They must measure the standard 11”x17” paper that is used in any normal Xerox machine. The margins must measure as follows: left margin must be approx. 1 inch, right margin must be approx. 5/16 inch, and the top and bottom margins must be approx. 3/8 inch. The border used must be the one supplied with the ROW cell file. It measures approximately 15 5/8 inches x 10 3/8 inches when plotted at 1” = 200’ scale. The scale of the ROW, plan sheets will match the scale of the roadway plan sheets. Any materials submitted to the State by the Consultant must be on or equivalent to white bond. Any material, which does not produce an acceptable reproduction, will be returned to the Consultant for rectification. The Consultant shall follow the State’s “CADD Drafting procedures and guidelines” in preparing the project plans. Sheets must be set up according to the State’s procedures. File names must follow the State’s CADD naming convention. Line weights, line styles, text size and leveling must follow the State’s guidelines. The CADD files must conform to the following standards and conventions:

Graphic elements must be placed in accordance with the State MicroStation Right-of-Way element attributes standards. Working units must be:

1. Master Units = Ft
2. Sub Units = 1000 TH
3. Position Units = 1

File names must use State CADD naming convention.

Data Transfer It shall be the Consultant's responsibility to obtain the necessary software to translate to and from the specified format for all electronic files supplied by the State.
and for all electronic files prepared by the Consultant and supplied to the LPA/State. The State and the Consultant shall transfer all Graphic files in a MicroStation dgn. Format. A data sheet must accompany all electronic file submittals listing the file names and detailing the method of placement so the State will know how to restore the data in our system. All computer files shall be provided on either compact disk (CD), or loaded to State's FTP site unless otherwise specified. The State will provide instructions and password for FTP site with final contract documents.

1) **Existing Right-of-Way Base.** This task involves certified title research including: collecting the Plat drawings, reviewing property titles, reviewing survey data, and other necessary information to establish the existing Right-of-Way, including easements, for the properties abutting the project. Title Searches to be completed by a certified abstractor. Ownership plans will be developed from this information and the consultant will have this task completed prior to the plan-in-hand meeting.

2) **Proposed Right-of-Way.** The Consultant will determine the easements (temporary and permanent) and right-of-way required to construct the project. It is estimated that there will be up to ___37____ tracts associated with this project.

3) **Right-of-Way Plan Sheets.** The Consultant will prepare right-of-way plan sheets to include in the plan set. The sheets will include existing property lines and all proposed right-of-way ownerships, easements and takings will be tabulated and shown on the sheets. Tract Maps with all legal description will be provided by the Consultant.

4) **Title Research.** All title research services will be completed in compliance with the Uniform Relocation Assistance and Real Property Acquisition Act (the Uniform Act) and with the NDOT Right-of-Way Manual. The Services must be completed by, or under the direct supervision of a registered abstractor who is qualified and in good standing to complete the Services in Nebraska. Consultant must be knowledgeable and have substantial experience completing Services of this type. The State will provide instructions and password for FTP site with final contract documents. Consultant will be responsible for providing all necessary equipment, supplies, materials and software to complete the Services. The Certificate of Title reports shall be signed, converted to pdf format and submitted to State in readable electronic form. Supporting documents shall be submitted in pdf, jpeg or tiff format. All deliverables shall be uploaded to an ftp site specified by State using State's file naming convention.

5) **Permit to occupy right of way.** Projects encroaching on NDOT right of way (utilities, drainage structures, grading, etc.) need to be permitted by the NDOT District Construction office. At the 30 percent design stage, NDOT will assist the LPA/LPA's with contacting the District Engineer or Permits Officer to determine if a permit or permits are needed.

All requests for a permit for an access shall first be submitted to the District Engineer in whose District such access lies. Requests must be submitted on standard access permit.
application form available from the Department (NDOT Form 13). The consultant shall provide the following items to the RC for evaluation of encroachments or an access application or the construction of an access:

1. Highway and access plan and profile.
2. Complete drainage plan of the site showing impact to the highway right of way.
3. Map and letters detailing the utility locations before and after development in and along the highway.
4. Subdivision zoning and development plan. These should be coordinated with the local officials and their comments should be included with the application.
5. Property map indicating other accesses and abutting public roads and streets, including those on the opposite side of the highway.
6. Proposed access design details, such as, ADA requirements, or wetlands.

The District Engineer will make appropriate comments and forward the application together with the plans and other supporting data to the LPD PC/RC will coordinate with the Right of Way Division for issuance of the permit.

ROW Deliverables at the 60% Design Stage.

a) The title researcher shall review the title research study area ("Study Area") and search the County real estate records to identify each separate parcel of land located within the Study Area. A separate parcel of land is all contiguous land owned by the same owner, and held in the same title (e.g. sole owner, joint tenants, tenants in common, etc.).

b) The title researcher shall provide a copy of the title-vesting document for the current owner of each parcel of land in the Study Area.

c) The title researcher shall list all owners of record of the parcel within the preceding 5-years, and include a copy of each additional instrument conveying title to each owner identified.

d) Title researcher shall provide a Certificate of Title Report for each parcel within the study area. This Title Report shall be on the State’s approved Certificate of Title Report form (or a preapproved form) to report such information. Each Title Report shall also include the following information:

i) The name of the current parcel owner(s) and how the title is held, exactly as shown on the title vesting document(s).

ii) The owner’s mailing address as shown in the County Assessor or Treasurer’s records.

iii) If the owner of record is known to be deceased, the Case Number of the Deceased’s Probate along with the name(s) of court appointed Personal Representative(s) if available.

iv) Active Mortgages, Deeds of Trusts, and other financing documents, and any assignments of such documents.

v) Active liens, agreements, conditions, limitations, restrictions or covenants affecting title.
Agenda Item #10

vi) Easements such as private water, sewer, ingress/egress (access), cell towers, flood, and irrigation or others that encumber or restrict the use of the land. Consultant should not provide easements for public utilities (water, sanitary sewer, power, gas, cable, telephone and telegraph).

vii) All recorded leases except oil and gas leases.

viii) List the document recording information for each record listed in the title report to include the date of record and instrument number.

ix) The legal description for the subject parcel of land.

x) Comments the abstracter believes are necessary for a full understanding of the information reviewed for the parcel.

xi) Name, signature, and license number of abstracter and title effective date.

e) Provide copies of all supporting documentation (deeds, easements, etc.) that are listed in the title report in an electronic format type using the document naming convention as specified. Consultant should not provide copies of the active mortgages, deeds of trust or assignments that are listed on the Title Report.

f) If applicable, Consultant shall provide copies of subdivision plats and surveys of irregular tracts and tax lots with metes and bounds field notes.

g) Provide copies of deeds, easements, dedications, plats, etc., for any property acquired by or conveyed to governmental entities.

h) Provide copies of County Cadastral Maps in counties that do not have a GIS website.

Title Report and Supporting Document Naming Convention. For each parcel - two separate electronic files must be submitted as detailed below:

1. For each parcel - One electronic file containing the Title Report
2. For each parcel - One electronic file containing all supporting documents. This file should include all documents as specified under the above ROW Deliverables at the 60% Design Stage.
3. For each electronic file - file names should be simple, easy, and logical. File names should include last name of private owner or first name of company.

### Examples of File Names

<table>
<thead>
<tr>
<th>Vesting Owner</th>
<th>Title Report File Name</th>
<th>Documents File Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Joe Smith</td>
<td>Smith TR</td>
<td>Smith Documents</td>
</tr>
<tr>
<td>Lincoln Methodist Church</td>
<td>Methodist Church TR</td>
<td>Methodist Church Documents</td>
</tr>
<tr>
<td>MSD LLC</td>
<td>MSD TR</td>
<td>MSD Documents</td>
</tr>
<tr>
<td>Sam Jones and Doug Peters</td>
<td>Jones TR</td>
<td>Jones Documents</td>
</tr>
<tr>
<td>AJ Brown Auto Body</td>
<td>Brown TR</td>
<td>Brown Documents</td>
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The Consultant is to submit a geographically oriented base file in MicroStation .dgn format showing the following information for the entire project. Files may be submitted in one file or in reference files, all necessary reference files need to be in the submittal.

- Surveyed Topography
- All construction items (feature file)
- Limits of construction.
- ROW Survey (section corners, lot corners, etc.)
- Ownership information (property lines, owner names, lot numbers, lot lines, tract numbers, etc.)
- ROW Design (new ROW, PE's and TE's)
- ROW patterning (if placed in the base file)
- Air photo if used

On Projects the NDOT is acquiring the ROW the consultant shall submit a kmz file.
Prepare, Right of Way Cost Estimate

Overview. NDOT will prepare the ROW Cost Estimate on projects located outside of the Metropolitan Planning Organizations (MPO) of Metropolitan Area Planning Agency, Omaha (MAPA) and of Lincoln City-Lancaster County (LCLC).

Right of Way Cost Estimates will be prepared by the LPA on projects located in the jurisdictional area of the Metropolitan Area Planning Agency, Omaha (MAPA) and of Lincoln City-Lancaster County (LCLC).

If a LPA in MAPA or LCLC elects to outsource preparation of the ROW Cost Estimate they may do so provided ROW Cost Estimate is prepared by a real estate professional knowledgeable of land values in the area of the project and the ROW Cost Estimate is prepared using the following criterion:

ROW Cost Estimates. The notice to proceed with preparing the ROW cost estimate is to be issued by the RC/PC upon review and approval of the ROW Design by the ROW Project Coordinator. Are to be prepared by a real estate professional knowledgeable of land values in the area of the subject property and have adequate experience to enable them to determine the effects of the acquisition. The ROW Cost Estimate is an estimate of the Federal Funds to be obligated for the right of way phase of the project. The federal obligation may be revised to reflect the appraised tract costs of the needed ROW. Upon the completion of the acquisitions of the ROW, the federal obligation may be revised.

ROW Cost Estimates should include an estimate of the current value of the takings, any damage costs, incidental costs (such as appraisal fees, negotiator fees, title fees, etc.), relocation expenses, possible condemnation costs, and demolition fees; (ROW Cost Estimate form PA-4). The estimate provides the LPA and their ROW Consultant with a tract-by-tract valuation, which assists them in determining the type of valuation forms that will need to be prepared.

Upon completion of the review and approval of the ROW plans, the NDOT PC will issue the notice to proceed with preparing the ROW Cost estimate.

The ROW Consultant is to prepare a Right of Way Cost Estimate; the following items are required in the estimate:

1. Land Value. The land value for all fee takings and easements shall be calculated on a square foot cost basis in urban areas and by the acre in rural areas. Each tract shall be evaluated as to zoning and type of use, such as business, residential, and public use. Not all tracts will be valued at the same square foot price.
2. Damage Costs. Damage costs must be determined for each tract. These will include cost to cure items and damages to the remainder of the property.
3. Relocation Costs. Any residential properties or businesses that will be acquired, as part of the project needs to be included in the ROW Estimate. The estimated value of
the home or business and the additional relocation costs (relocation payments to the owner, tenant, and Consultant fees) for each tract will be identified on the Estimate as Relocation Costs.

4. Administrative Costs and Incidental Expenses—These costs will include the fees for the Appraisal, Appraisal Review, and Consultant negotiation fees. An incidental cost should be included for each tract on the project if the LPA is hiring ROW Consultants.

5. Demolition Contracts—should also include any costs associated with hazardous materials removal.

6. Advertising-Sign Cost if applicable

7. Condemnation Costs/Administrative Settlements—indicate the anticipated percent of parcels affected by either condemnation costs or administrative settlements.

The ROW Cost Estimate includes the cost to research and acquire the right-of-way for the project, including easements. It includes the right-of-way costs for storm water management, wetland mitigation, and other work outside of the roadway prism. Contractual obligations with property owners to relocate fencing, reconstruct gates, relocate sprinkler systems, etc., are a ROW cost and are not to be a construction item.

The cost to repair sprinkler systems on public right-of-way is ineligible for federal participation. However, Local Public Agency policies may provide local funding to repair underground sprinkler systems located in the public ROW and damaged by a public project.

The cost to repair sprinkler systems on public property is ineligible for federal participation. However, Local Public Agency policies may provide for local funding to repair underground sprinkler systems located in the public ROW and damaged by a public project. The ROW Cost Estimate is to note if local funding is available and the estimated cost of repair of the system in the public right-of-way.

If the extent of the right-of-way acquisition is not known, then a contingency should be added based upon historical settlements and awards for condemnation cases, which must include costs for attorneys, engineering research, witness research, survey, and staff time. The right-of-way acquisition schedule needs to be considered. Right-of-way acquisition costs will increase quickly in rapidly developing areas. Costs must include relocation assistance and benefits for displaced individuals, families, businesses, governments, and nonprofit organizations. Special acquisitions, such as those from government sites can be time-consuming and costly. The LPA recognizes right-of-way estimates are dependent upon the accuracy and reliability of information concerning the locations of the right-of-way limits on a project. A small change in the locations of the right-of-way line, or a change in access control or drainage retentions placement, particularly in commercial areas, can affect the right-of-way cost estimate by millions of dollars because of required damage payments such as severance or business damages.

It is anticipated a ROW Cost Estimated is needed for __________ tracks.
Bridge Design Services

Project Description
This scope provides for engineering services to provide (ex. Bridge Design Data Sheets and TS & L’s, Final Bridge Design, Final Bridge Plans, Bridge Load Rating, and Construction Services for ______________ and ______________.

State to provide
1. Provide as-built plans of existing structure.
2. Provide subsurface investigation report and foundation recommendations (including boring logs, allowable soil pressure and bearing pile resistance for a selected pile type).
3. Provide pile order lengths.
5. Provide MicroStation dgn. Format bridge design files, including base sheets, current design standards, libraries, etc. (Available on NDOT website)
6. Provide a sample set of typical bridge plans.
7. Provide hydraulic data sheet.
8. Provide bridge design data sheet / TS&L.
9. Provide latest bridge inspection reports.
10. Provide Sufficient Ratings and HS Ratings of existing bridges.
11. Provide available survey information.
12. Provide preliminary roadway design plans.
13. Determine lighting locations on the bridge(s).
14. Provide traffic data.

Applicable Publications
The Consultant shall follow the criteria of the current applicable publications of the American Association of State Highway and Transportation Officials and design criteria furnished by the State. These publications and others which the Consultant shall use in this work are:

1. AASHTO LRFD Bridge Design Specifications (Seventh Edition)
3. Nebraska Department of Transportation Standard Specifications for Highway Construction, 2017 (or latest edition)

Project Plans Formant, Convention and CADD
All full-sized plan sheets must be 24” x 36”. The margin on the right will be ½”, the margin on the top and bottom will be 1” and the margin on the left side (binding edge)
will measure 2'. The border will measure 22' x 33 1/2'. Any materials submitted to the
State by the Consultant must be on or equivalent to white bond. Any material which
does not produce an acceptable reproduction will be returned to the Consultant for
rectification.

The CADD files must also conform to the following standards conventions:

- Graphic elements must be placed according to NDOT-Bridge level conventions
  as described in the README DGN file.
- Working units must be:
  - Master Units = Survey Feet, Label: '
  - Sub Units = inches, Label: "
- Resolution = 1000 per distance survey foot
- File names must use NDOT-Bridge CADD naming convention as described in

Data Transfer
The Consultant shall create and transfer all plan files to the State in MicroStation.dgn
Format. It is the Consultant's responsibility to obtain the MicroStation.dgn Format
software.
The MicroStation.dgn Format software files shall be transferred to the State via NDOT's
FTP site.

1. General Project Management, Field Inspections and Meetings
General Project Management:
This task includes effort for coordination of staff, coordination with NDOT, progress
reports, invoices and overall project management.

The consultant shall arrange field inspections as follows:

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The Consultant shall arrange meetings as follows:

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Within three working days after the close of each meeting and/or field trip, the
Consultant shall prepare and submit to the State one copy of a report summarizing the
discussions, decisions, and agreements reached.

2. Bridge Design Data Sheets and Bridge Type, Size and Location Plans
(TS&L) for Non-Hydraulic Structures
The Consultant shall prepare a Bridge Design Data Sheet and Type, Size, and Location
plans (TS&L) for concrete and steel superstructure alternatives (if applicable) for the
structures listed below:
The Consultant shall prepare a general description/layout of the proposed bridges on each TS&L plan. This information shall include, but is not necessarily limited to the following:

1. Sectional Elevation View of Bridge
2. Span arrangement
3. Locations of substructure elements
4. Existing and/or design profiles of ground, roadways, railroads, etc., below and adjacent to the bridge
5. Low-girder elevations
6. Vertical clearances of bridge to roadway/railroad below
7. Grade elevations of bridge and other critical elevations
8. Top of pier footing elevations
9. General Plan View of Bridge
10. Span arrangement
11. Locations of substructure elements
12. Locations of existing roadway/railroads
13. Horizontal clearances to substructure elements
14. Typical Cross-Section of Bridge-Roadway/Superstructure
15. Girder type designation
16. Girder spacing
17. Clear roadway width of bridge
18. Pier elevation view
19. Phasing (if any)
20. New Grade Profile Sketch
21. Structure Location Note

The title block along the right side of the sheet shall include the information specified in Section 2.1.3 of the Bridge Office Policies and Procedures Manual. The Bridge Design Data Sheet shall be done in accordance with the Bridge Office Policies and Procedures Manual. The Consultant retains electronic TS&L plot data for reproduction if necessary.

3. Bridge Design Data Sheets and Bridge Type, Size and Location Plans (TS&L) for Hydraulic Structures

The Consultant shall prepare a Bridge Design Data Sheet and Type, Size, and Location plans (TS&L) for concrete and steel superstructure alternates (if applicable) for the structures listed below:

The Consultant shall prepare a general description/layout of the proposed bridges on each TS&L plan. This information shall include, but is not necessarily limited to the following:
Sectional Elevation View of Bridge

1) Span arrangement
2) Locations of substructure elements
3) Existing and/or design profiles of ground, roadways, railroads, etc. below and adjacent to bridge (where applicable).
4) Low girder/Slab elevations
5) Grade elevations of bridge and other critical elevations
6) Top of pier footing elevations
7) Bottom of sheet pile or abutment wall elevation
8) Bottom of pile bent cap assembly elevation
9) H.W. Elevation (Q100)
10) General Plan View of Bridge
11) Span arrangement
12) Locations of substructure elements
13) Location of existing bridge
14) Typical Cross Section of Bridge Roadway/Superstructure
15) Girder-type designation
16) Girder spacing
17) Clear roadway width of bridge
18) Pier elevation view
19) Phasing (if any)

Show all hydraulic information as shown in the hydraulic data sheet. Also, show elevation and plan view of riprap layout, channel shaping and channel transition back to the natural channel, to scale. Show ordinary high water (OHW) elevation. Existing Profiles, New Grade Profile Sketch, Structure Location Note The title block along the right side of the sheet shall include the information specified in Section 2.1.3 of the Bridge Office Policies and Procedures Manual. The Bridge Design Data Sheet shall be done in accordance with the Bridge Office Policies and Procedures Manual. The Consultant retains electronic TS&L plot data for reproduction if necessary. The TS&L drawing as prepared for the previous final submittal will be used for the current 90% submittal with the addition of the hydraulic data.

4. Final Bridge Design

The NDOT Consultant shall prepare final bridge design plans for the culvert extension structure(s) as described in Section A. of this Scope of Services, and as detailed in the bridge design data sheets approved by the State. Because the bridges in this Scope of Services may be different types, some of the items in this section and the following section may not apply for each structure:

1) The Consultant shall compute quantities according to the standard bid items in the Standard Specifications. Quantities submitted with 90% submittal will be the set that was previously calculated for the final submittal.

2) 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.
3) 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.

4) 75% Bridge Plan Submittal. The Consultant shall submit to the State PDF plans via NDOT’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.

5) 90% Bridge Plan Submittal. The Consultant shall submit to the State PDF plans via NDOT’s FTP site for the 90% review when the design and detail check is complete, and a draft copy of the special provisions. 90% plans will consist of plans that have previously been submitted as final plans on the Rawhide Creek Trail project.

6) 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 showing a preliminary watermark shall be submitted via NDOT’s FTP site.

7) 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.

8) 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.

9) The Consultant shall provide shim data (deflections due to slab and curb/rail weight).

5. Final Bridge Plans
Requirements for bridge design plans:
1) The Consultant shall prepare final bridge design plans on sheets in accordance with the format described in Section D of this Scope of Services.
2) 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".
3) 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.
4) 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.

6. **Load Rating Services**

Load Rating Services shall include the following:

1. **Provide bridge rating using BR 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. These items shall be submitted via NDOT's FTP site along with the final bridge plans.**

2. **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.**

7. **Review Shop Drawings, Provide Construction Consolation and Girder Shim Calculations**

Shop Drawings the Consultant shall review the detailed shop drawings. This review is for general conformance with design concept only. The Consultant shall as a minimum:

1) Review the shop drawings for conformance with the geometry of the structure.
2) Review all main and detailed material to assure they conform to the requirements of the contract plans and specifications.
3) Review the camber and blocking diagrams for the girders.
4) Review the geometry of the retaining wall structure for principal dimensions including wall length and height, elevations, location and offset from roadway centerline, distance from bridge abutment and clearance between top of wall and bridge girders.

Return each reviewed shop drawing electronically to the State's Bridge Engineer and other designees as directed by the Construction Division. A stamp showing the level of acceptance must be placed on each shop drawing sheet. The reviewer's initials and the date of review must be indicated on the stamp. Each sheet must also bear the State's Project No., Control No., and Structure No. if not already shown. Return shop drawings within two weeks after receiving them. Make all notations in red.

Consult with the State's Bridge Engineer any time it seems necessary to make a major change in material or details from that specified by the contract plans. The Consultant shall get the State's approval for any deviation from the contract plans and specifications.

8. **Construction Consultation.** The Consultant shall only do the following items upon request of the District Construction Engineer, the Bridge Engineer, or their designated representatives.

1) The Consultant shall attend the State's Pre-Construction Conference.
2) The Consultant shall respond to fabrication and field questions and proposed changes.
3) The Consultant shall evaluate conflicts involving piling, utilities and the railroad.
4) The Consultant shall make site visits. A total of ______1____ site visits are assumed. Assume two Consultant engineers per site visit.
5) The Consultant shall make plan revisions. Assume ______1____ minor plan revisions will be required.

9. Girder Shim Calculations

1) 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.
2) The Consultant shall calculate the girder shims of each point and provide the results to the Engineer.
3) The Consultant shall recommend any needed adjustments to the grade, shear connector embedment, etc., to provide for proper girder shims.

Bridge Design Completion Dates

_______ Notice to Proceed (NTP)
_______ Submit Preliminary TS&L plans.
_______ Submit Bridge Design Data Sheets/Final TS&L Plans
_______ Submit bridge plans for 75% review.
_______ Submit bridge plans for 90% review.
_______ Submit completed final bridge plans, special provisions, design calculations, and quantity calculations, Load Rating Summary Sheet, and load rating calculations.
_______ Contract completion date

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.
Environmental Services and Coordination

Environmental coordination requires the Design Consultant to work with the NEPA Consultant to ensure environmental commitments are met. The RC is responsible for coordinating these efforts.

4) Review of NEPA documents and commitments. The Design Consultant shall review the NEPA Documents for any commitments made that must be addressed during the design. The Project Sponsor or NEPA Consultant, on the Project Sponsor’s behalf, will perform a re-evaluation of the proposed design:

   After the review and approval of the Right of Way design by NDOT’s ROW Division and prior to the initial request for obligation of Right of Way funds (based on the ROW Cost Estimate). The NEPA Consultant is to re-evaluate the project to determine whether the scope of the project and environmental documentation remain valid under current policies and regulations. The NEPA Consultant is to submit a “Re-evaluation Approval Request” for approval by the NDOT, LPA Environmental Coordinator.

Review of NEPA documents and commitments after ROW Acquisition: Modifications to the final design may have been made during the acquisition of the right of way needed to construct this project. The NEPA Consultant is to re-evaluate the project to determine whether the scope of the project and environmental documentation remain valid under current policies and regulations. The NEPA Consultant is to submit a “Re-evaluation Approval Request” for approval by the NDOT, LPA Environmental Coordinator.

2) NEPA exhibits. The Design Consultant will provide the NDOT with exhibits as needed for the Development of Public Involvement.

3) Preliminary Waterway Permit Data Sheet. The Design Consultant will complete form DR-200 for the project.

4) Wetlands Impacts. The Design Consultant will provide limits of construction to the Environmental Consultant for calculation of impacts to wetland areas delineated. This information shall be provided in the final plans on the 2-W Sheet.

5) Permits. The Design Consultant shall prepare and submit on behalf of the LPA the following permits, certifications, and forms. The Consultant shall copy the RC (NDOT) on all applications submitted.
   a. Floodplain Permit (Design Consultant) Army Corps of Engineers 404 permit (NEPA Consultant)
   b. National Pollution Discharge Elimination System, Storm-water Pollution Prevention Plan & Notice of Intent (NPDES, SWPPP & NOI) (NDOT)
   c. Activity Checklists (NEPA Consultant)
   d. NEPA Coordination (Green Sheets).
e. Wetland impact calculations form DR290 Waterway Permit Data Sheet
   (To be calculated by PE consultant)

f. Nebraska Department of Environmental Quality (NDEQ), (NEPA
   Consultant)

gh. City/County Health Department Permits (NEPA Consultant)

h. The need or potential need for a FAA Form 7460-1 should be noted in the
   plan-in-hand report and added as a special provision in the PS&E
   package by the design consultant.
### Scope Items Pertaining to this Project

(checked boxes indicate the sections of this scope that apply to the project)

<table>
<thead>
<tr>
<th>No</th>
<th>Scope Item</th>
<th>Tasks</th>
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<tbody>
<tr>
<td>1</td>
<td>Categorical Exclusion (CE)</td>
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<td>2</td>
<td>Farmland</td>
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<td>3</td>
<td>Section 106 - Request Letter</td>
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<td>5</td>
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<td>6</td>
<td>Floodplain Review</td>
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<td>7</td>
<td>Water Quality Review</td>
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<td>8</td>
<td>Threatened &amp; Endangered Species Review</td>
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<td>9</td>
<td>Hazardous Materials Review (HMR)</td>
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<td>Wetland &amp; Stream Delineation</td>
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**LPA OR STATE: ON LPA'S BEHALF, TO PROVIDE**

(to the extent that the items listed are available or needed for the scope checklist above):

- Project description, location information, Program documents (DR-530, DR-53), purpose and need statement (if applicable—Level 3 Categorical Exclusion (CE)), Threatened and Endangered species (T&E) Activity Checklist, general project location map, PQS (Professionally Qualified Staff) Memos (Wetlands, HMR, EJ/LEP, T&E Species, Section 406). When appropriate, detour route information will be provided (including a list of property owners along the project and detour route).

- If available, electronic files of current aerial photographs with Project alignment and preliminary design, existing and new rights-of-way (ROW) and easements, topographic survey, utilities data, and Limits of Construction (LOC), if available.

- Roadway Feature File, Alignment File, Feature Codes and SMD (Simple Method Description) File (downloadable from State's website).

- County-wide plat (ownership) or TAM (occupancy) maps for Consultant's use if landowner notification is needed. A notification letter, on LPA's letterhead for the consultant's use in landowner contact and site access will also be provided.

- Waterway Permit Data Sheet and 2W plan Sheets from design consultant, if permitting services are required.
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Wetland Delineation Data Sheets and Photographs (if already available and not part of this scope of work).

Environmental Justice/Limited English Proficiency Memo (provided by State if available).

Section 106 documentation and Professionally Qualified Staff (PQS) Memo (provided by State if available).

HMR-PQS Memo (provided by the State if available).

Threatened and Endangered Species PQS Memo (provided by State if available).

Wetlands PQS Memo.

APPLICABLE PUBLICATIONS:

Work shall be done in accordance with the most current version of the following materials:

Instructions and Guidance for Completing the Nebraska Categorical Exclusion Determination Form for Federal-Aid Projects, June 2, 2015.


Nebraska Biological Evaluation Process, Prepared in Support of the Programmatic Agreement that was developed between FHWA, State, USFWS and NGPC, January 20, 2012.

Certified NEPA consulting firms and requirements—NDOT, July, 2015.


Environmental Laboratory, Department of the Army, Waterways Experiment Station, US Army Corps of Engineers, Vicksburg, Mississippi, 1987.


Nebraska Wetland Subclasses (Attachment K—Wetland Mitigation Banking—Standard Operating Procedures in Nebraska).

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1. CE DOCUMENT AND RESOURCE REVIEWS

Project Description and Purpose & Need (when applicable). Consultant will determine if the provided project description meets the NDOT guidance for project descriptions and revise as necessary for use in the CE document, consultation letters, and public involvement materials. If a Purpose & Need statement is required (applicable for Level 3 CEs), the consultant will determine if the original Purpose & Need meets the NDOT guidance requirements and if necessary, draft a revised Purpose & Need statement for inclusion in the CE document.

CE Determination Form for Federal-Aid Projects—When the Consultant determines whether the Project will qualify as a Level 1, 2, or 3 CE under the existing CE Programmatic Agreement, they will notify the Project’s assigned State-NEPA Environmental Project Manager (PM) and complete the appropriate Level (1, 2, or 3) CE Form. Consultant will notify the State-NEPA Environmental PM if a threshold has been crossed which elevates the level of CE documentation—Consultant will obtain or produce supplemental information, figures and resource maps to attach to the NEPA Form or to be placed into the Project file as back-up reference material for the document. Figures and resource maps are required to be attached to the NEPA Form (as per the CE guidance manual). If not required as an attachment, Consultant shall produce them for the NEPA project file. Consultant’s effort shall also include up to three progress meetings as needed, with LPA and/or State by telephone. If a Project on-site meeting or meeting at State is needed, it would be considered an out-of-scope item and would be negotiated as a Supplement to this Agreement.

Consultant will prepare a Project Vicinity map on a 7.5 Minute Quadrangle Topographic Map base (1:24,000 scale), showing the Project location with inset showing the county and its position in Nebraska. The Project Location Aerial Figure shall be shown on an aerial photograph as the background, with the overall Environmental Study Area mapped (minimum 1/4 mile from centerline, right and left), the Project start and end points plotted, and pertinent constraints such as limits of Construction depicted, if known.

Documentation and Revisions. Consultant will submit the completed CE Determination Form for Federal-Aid Projects (including attachments) to the LPA, State and FHWA (if
Level 3) for review and approval (assume 2 rounds of comments from NDOT and 2 rounds of comments from FHWA if Level 3).

CE Quality Control. The consultant shall submit to LPA and State evidence that the CE document has had a quality control review by the Consultant’s Principal NEPA Author or Project Manager (as identified in the firm’s current, approved NEPA Certification submittal - Category 101A), other than the document author. The submittal shall accompany both draft and final NEPA documents and may be in the form of a transmittal letter with the name, date and signature of the QC reviewer, on the Consultant’s internal review process form, on NDOT’s QC review form, or when the electronic CE Form allows, provide evidence of QC review in the appropriate position on the CE form.

CE Comment Tracking Table: The consultant shall maintain a summary table of all review comments and resolution of comments made by LPA, State and FHWA during document review and revision processing. Comments shall be organized by the CE Form’s subject title and question number. The comment tracking table shall be submitted to LPA, State or FHWA, as appropriate, along with the revised draft and final documents.

2. FARMLAND

Farmland Conversion Form: If there is farmland located in the Project Environmental Study Area and its use may be converted to other purposes as part of the Project, Consultant will prepare a Natural Resource Conservation Service (NRCS) Farmland Conversion Form CP-106 and perform coordination with NRCS, if necessary.
3. **SECTION 106 STATE HISTORIC PRESERVATION OFFICE/TRIBAL HISTORIC PRESERVATION OFFICE (SHPO/THPO):**

Section 106 Review Request Letter. NDOT will complete Section 106 reviews and evaluations for LPA projects located outside the Omaha, Metropolitan Area Planning Agency (MAPA) and the Lincoln City and Lancaster County (LCLC) metropolitan planning area.

Consultant will complete a Section 106 Review Request Letter and submit it as both a PDF and a MS Word document to the State's Section 106 PQS, submitting a copy to the LPA's Project Coordinator and the NEPA Environmental PM. The Section 106 Review Request Letter shall include a Vicinity Map and a Location Figure, showing the project's start and end points. Project activities shall be clearly defined.

The State will act as the lead federal agency, and will complete all outside consultation, SHPO, tribal, etc. The State will complete the Section 106 PQS memo.

Omaha, Metropolitan Planning Agency (MAPA) and the Lincoln City and Lancaster County (LCLC) metropolitan planning area:

The environmental consultant is responsible for ensuring that cultural resource identification and evaluation is completed for those undertakings located within the Omaha, Metropolitan Planning Agency (MAPA) and the Lincoln City and Lancaster County (LCLC) metropolitan planning area. Cultural resource surveys shall be completed by individuals meeting or exceeding qualifications set forth by the U.S. Secretary of the Interior's Standards for Professional Qualification Standards. The qualifications (36 CFR 61) define minimum education and experience required to perform identification, evaluation, registration, and treatment activities. In some cases, additional areas or levels of expertise may be needed, depending on the complexity of the task and the nature of the historic properties involved. Illustrative examples include an architectural historian with specialized experience in assessing early plains architecture, a geoarchaeologist with specialized experience in assessing the potential for deeply buried cultural deposits in alluvial settings, or a paleobotanist with specialized experience in assessing floral material recovered from a prehistoric pit feature. The Principle Investigator (PI) shall submit their resume to the State's Section 106 Professionally Qualified Staff (PQS) for review and approval prior to execution of this agreement.

Upon execution of this agreement, and prior to completing fieldwork, the NDOT Section 106 PQS shall review the proposed area of potential effects (APE) as well as the proposed level of effort.

The consultant shall follow the report guidelines discussed in NDOT's Section 106 Guidance document (2018) when compiling and submitting documentation.
The State will act as the lead federal agency, and will complete all outside consultation, SHPO, tribal, etc. The State will complete the Section 106 PQS memo.

4. **Section 4(f) Exception or De Minimis Determination.**

Section 4(f) Initial Assessment Form—Consultant will determine if adjacent Section 4(f) properties such as public parks, recreation areas, and wildlife/waterfowl refuges, or historic sites of local, state or national significance are present, as part of the resource review. Consultant will prepare the Section 4(f) Initial Assessment Form and submit to State NEPA Environmental PM for review and approval. The approved Section 4(f) Initial Assessment Form will be sent to the Consultant for inclusion in the CE appendices.

Section 4(f) Documentation—If a Section 4(f) property is identified within the Project area, the project or undertaking must determine a ‘use’ of land from that property within the meaning of Section 4(f). If it is determined that there is a ‘use’ of the land then coordination with State must occur and one or more of the following documents will be prepared by the Consultant:

Section 4(f) De Minimis Form
Coordinate with the Official with Jurisdiction for the Section 4(f) resource, to obtain concurrence that the impact will not adversely affect the resource. If more than one Section 4(f) property has a ‘use’ determined, analysis and document preparation for the additional properties would be considered out of scope and the additional effort would be negotiated as a Supplement to this Agreement.

Individual Section 4(f) Evaluation—If needed, an Individual Section 4(f) Evaluation and documentation would be considered out of scope and the additional effort would be negotiated as a Supplement to this Agreement.

5. **SECTION 6(F) ANALYSIS DOCUMENTATION.**

Consultant will research and document whether Section 6(f) resources are present. If yes, then Consultant will contact the Nebraska Game and Parks Commission to determine if Section 6(f) resources are present. If Section 6(f) resources are present, the Consultant will determine if a conversion will occur. If replacement land is needed, coordination with the jurisdictional agencies would be required, as well as additional Section 6(f) documentation. This additional Section 6(f) coordination and documentation as a result of a conversion would be considered out of scope and additional hours will be negotiated as a Supplement to this Agreement.

6. **FLOODPLAIN REVIEW.**

The consultant will research and document whether the project is located within a Zone A floodplain. The consultant is to determine if the project will have construction occurring in a floodplain, whether crossing or parallel. The Consultant determines if the project crosses or occurs within a mapped floodplain, or in the case of parallel floodplains determines and quantifies the highway embankment work that will encroach into the area mapped as a floodplain.
If a Floodplain Permit is required, the Design Consultant will prepare a Floodplain Certification Package. The package is to include a memo describing the project and it is impacts on the floodplain, a location map showing the boundary of the project, FIRMette maps with floodplains and structures identified and a certification form signed, sealed and dated by a professional engineer certifying compliance with floodplain and floodway regulations. A FIRMette is a legal to scale copy of a portion of a Flood Insurance Rate Map (FIRM). FIRMette can be printed in either letter legal or letter size paper and found at the following website, http://msc.fema.gov. The LPA with assistance from the Consultant is to apply for the permit.

7. WATER QUALITY REVIEW

a._________Consultant will research and document whether impaired waters (303d list) are located within the Environmental Study Area.
b._________If impacts to the impairment of the water resource will be affected by the project, Consultant will coordinate with NDEQ.
c._________When the LPA is / has an RC the LPA is responsible for the NPDES and the SWPPP. The PE consultant is to develop the erosion control plans and assist with the application for the Floodplain Permit. The Consultant is to issue the Notice of Intent, permit for the NPDES and the SWPPP.

d. ________When NDOT is the Responsible Charge (RC) the NDOT’s Roadside Stabilization Unit will review the NPDES and the SWPPP for concurrence. The permit close out will be performed by the LPA.

e. ________When NDOT is the Responsible Charge (RC) the NDOT’s Roadside Stabilization Unit will prepare the National Pollutant Discharge Elimination System (NPDES) permit and the Storm Water Pollution Prevention Plan (SWPPP). The erosion control plans will be designed by the Design Consultant. NDOT’s Roadside Stabilization Unit will submit the Notice of Intent, NPDES permit and the SWPPP.

8. THREATENED AND ENDANGERED SPECIES (T&E) REVIEW

Biological Evaluation (BE) Review Request Letter—Consultant will complete the BE Review Request Letter and submit it as a PDF to the State’s LPA T&E PQS and NEPA Environmental PM. Consultant will revise it in response to State comments as needed. This letter will include the wetland delineation as an attachment. The NDOT T&E PQS Memo will be cited and summarized in the CE document, and included in the CE appendices.

Field Review. A field review may be needed and would be conducted by the Consultant’s qualified biologist in conjunction with the wetland delineation site visit. If a wetland delineation is not required for the project and a site visit for T&E Species is needed, a qualified biologist would perform a site visit and conduct the field review.

Services are applicable if a utility would be moved to outside the ROW and additional ROW would be required. Services are limited to the area of additional ROW and consist of field observations for habitat associated with state and federal listed T&E species and documentation of our findings in an addendum to the NDOT. Field services would be
conducted in conjunction with the wetlands site visit. Report would be an addendum to the existing BE Review and prepared in a memorandum format.

9. HAZARDOUS MATERIALS REVIEW (HMR).

Hazardous Materials Review—Consultant will complete a HMR within the HMR Study Area (which encompasses the Environmental Study Area and is defined in the 2015 HMR Guidance manual) that are known to be, or may potentially be, contaminated with hazardous materials. Conditions that indicate an existing release, a past release, or a material threat of a release, of any hazardous substances or petroleum products into structures, on the property or into the soils, groundwater, or surface water should be evaluated and assessed for potential impacts on the Project, and discussed in the HMR technical report. The Consultant shall:

Conduct and review local, state and federal environmental database records, searching for regulated sites within the HMR Study Area;

Conduct an on-site visual/site reconnaissance survey (after coordination with the NDOT Hazardous Materials PQS). If it is determined the project will be processed as a Level 1 CE, then this survey will not be required;

Complete the HMR Visual Reconnaissance Form and photo log;

If warranted and in consultation with the NDOT Hazardous Materials PQS, the scope of the HMR may include conducting addition analysis per the HMR guidance. Additional analysis may include:

1. Conducting a regulatory file review (NDEQ, SFM, etc.)
2. Reviewing readily available historical record sources (aerial photographs, topographic maps, Sanborn Fire Insurance maps, etc.) and/or
3. Conducting interviews with local agencies and regulators;

If a subsurface investigation is determined to be necessary a Supplement to this Agreement would be required.

Prepare a written Hazardous Materials Review Report. The Report will be submitted by the Consultant to the State for inclusion in the Project file. The NDOT Hazardous Materials PQS will summarize the results of the Report into a PQS Memo, which will be sent to the Consultant for inclusion in the CE appendices. The findings and mitigation measures stated on the PQS Memo shall be summarized in of the CE document.

Quality Control—The Consultant shall perform thorough QC by a NDT-defined Environmental Professional prior to any official HMR submittal to the State.

Services are limited to evaluation of utility outside the ROW. Report would be an addendum in a Memorandum format.

Services are applicable if a utility would be moved outside the ROW and additional ROW would be required. Services are limited to field observations for hazardous materials in the vicinity of the additional ROW and documentation of our findings in an addendum to the NDOT. Field services would be conducted in conjunction with the wetlands site visit. Report would be an addendum to the existing HMR and prepared in a memorandum format.
10. NOISE STUDY AND REPORT.

a. Consultant shall review the Noise Analysis and Abatement Policy to determine if a noise study is required (definition of a Type I project). The NDOT PQS will verify that a noise study is needed. When no noise analysis is required, the NDOT Noise PQS and/or NDOT NEPA Environmental PM will forward the Noise PQS memo to the Consultant. Consultant shall cite the date of the Noise PQS Memo in the appropriate block of the CE Form and attach it to the document.

b. When a noise study is required, Consultant shall follow the NDOT Noise Analysis and Abatement Policy and provide a Noise Study Report including, but not limited to the following:

a) General information regarding the nature of noise and measurement of sound, 23 CFR Part 772 Standards, noise abatement criteria and noise prediction method used;

b) Project Description;

c) Table showing existing and future (20+ years from date of construction) traffic counts (Average Daily Traffic and Design Hourly Volume) as well as medium and heavy truck percentages, all to be used in conjunction with FHWA's Traffic Noise Model (TNM);

d) Field noise measurements are required. Consultant shall prepare a table to include such items as location, distance from Project centerline, noise levels, and other appropriate information;

e) Information about land use adjacent to Project;

f) Table showing the following:

i) receptor ID (home address or business name if possible);

ii) distance from Project centerline;

iii) modeled existing noise level (TNM results);

iv) predicted future no-build noise level (TNM results);

v) predicted future build noise level (TNM results);

vi) Leq noise abatement criteria (66 or 71 dBA);

vii) Specify if build situation approaches or exceeds Leq criteria (if substantial noise increase >15 dBA) (yes or no):

g) Analyze noise abatement for feasibility and reasonableness if necessary (determined by noise impacts);

h) Detour information (lane closures, how many will remain open);

i) Address construction noise;

j) Provide setback recommendations to local officials;

k) Consultant will provide conclusions—stating findings (how many impacted receptors in existing, no-build and build situations; noise abatement results);

l) List references.
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11. WETLAND AND STREAM DELINEATION SERVICES.

Site Visit. The Consultant shall visit the Project site to determine if waters of the United States (US), including wetlands, are present within the Project Delineation Limits as described below. The site visit will be conducted by a qualified wetland scientist and during the recognized growing season unless otherwise approved by the State Environmental Permits Unit (EPU) Project Manager. Delineation methods shall be in accordance with the 1987 US Army Corps of Engineers (USACE) Wetland Delineation Manual; appropriate USACE Regional Supplement (Midwest or Great Plains); and the "NDOT Procedure: Wetland and Water Resource Delineation and Water Conveyance Investigation" (January 2013 DRAFT).

Services are applicable if a utility would be moved to outside the ROW and additional ROW would be required. Services are limited to a wetland delineation in the vicinity of the additional ROW and documentation of our findings in an addendum to the NDOT. Report would be an addendum to the existing approved wetland delineation report and prepared in a memorandum format.

Review Existing Resources/Databases. Consultant will review existing resources prior to field delineation (January 2013 DRAFT). For projects requiring new Right of Way (ROW) beyond existing, into agricultural land, the State shall be contacted for direction. In some cases, at State's direction, delineation of agricultural wetlands may be needed. The consultant shall follow the Natural Resources Conservation Service (NRCS) standard method for agricultural wetlands delineation.

Farm Service Agency (FSA) Wetland Review. In some cases, a review of FSA historic aerial photography with recorded wetland determinations may be required for permitting. This type of review is not included as part of this Scope of Services. If such a review is appropriate for the permitting of the wetland resources, additional scope and fee, appropriate to the length of the Project, shall be negotiated as a supplement to this Agreement.

Delineation Limits. For purpose of scope and fee development, the Consultant shall assume the following study area for a Full Delineation. Along the project alignment, the study area extends 50 feet beyond LOCs or within ROW whichever is farther from the roadway centerline. At bridge sized culverts and bridges along the project alignment, the study area extends 150 feet beyond designed LOCs or 150 feet beyond ROW, whichever is farther from the roadway centerline. A full delineation shall be performed for known construction access, staging, stockpiling, or waste disposal areas.

At bridge sized culverts and bridges along the project alignment, a Full Delineation (including delineation of the Ordinary High Water Mark (OHWM) if present, and adjacent wetlands) shall be provided for the area 150 feet outside of the LOCs or ROW, whichever is farthest from the centerline.
Estimated Delineation Project Size—(See Table on pg. 1 for Project Size)

Small Delineation—Can be accomplished with 1-2 day-or-less of field activities

Medium Delineation—Can be accomplished with 1-3 days of field activities

Large Delineation—Can be accomplished with up to 5 days of field activities

Plot Boundaries—Consultant shall plot the data on aerial photographs. Data plotted on aerial photographs will include project environmental study area boundaries and project delineation limits, roadway alignment and stationing when available. Data will include wetland boundaries, wetland types, OHWM and location of data collection points, photographs, and wetland acres. Map scale must be drawn to a scale of 1 inch = 200 feet.

Documentation of Findings—Consultant shall prepare documents according to State procedures (January 2013 DRAFT).

Quality Control—The Consultant shall perform thorough QC checks prior to any official submittal to State. Reports and associated data sheets shall be scrutinized for accuracy and completeness. The consultant shall submit to State evidence that the wetlands documents have had a quality control review by a Qualified Wetland Scientist or Project Manager (as defined in the firm’s current, approved NEPA Certification submittal—Category 101A), other than the document author. The submittal shall accompany both draft and final documents and may be in the form of a transmittal letter with the name, date and signature of the QC reviewer. Inadequate delineation reports and/or geospatial data will be returned to the Consultant for correction.

Electronic Files and Transmittal Letter or Email—Consultant shall submit the delineation materials to State in electronic format as described in Section F. All geospatial data shall be post-processed to correct GPS-data inaccuracies, compile all required information in the State geodatabase attribute tables, and checked for completeness, accuracy, and conformance to State data standards (see Section F). Geospatial data shall provide an accurate representation of field observations. If contract includes permitting services, Consultant shall submit the wetland delineation to the LPA design consultant to assess impacts of the road improvements on wetlands and other waters of the U.S. A Waterway Permit Data Sheet Form will then be completed by the LPA’s design consultant and the design consultant or LPA shall forward to Consultant for use in completing the Section 404 permit application. Files shall be accompanied by a transmittal letter or email.

42. SECTION 404 NATIONWIDE PERMITTING SERVICES

Pre-Application Meeting—Consultant shall discuss with the State the necessity of a pre-application meeting. If required, the Consultant shall arrange for, attend and conduct a pre-application meeting with the USACE, State, the LPA and their design consultant, and other interested resource agencies to discuss the wetland delineation and other issues relating to fill and disturbance impacts. Consultant shall prepare and distribute minutes. This activity would be considered in scope, however Consultant must obtain written approval from the LPA or State when acting on the LPA’s behalf, to attend
and conduct the meeting.—With LPA or State approval, Consultant will be able to use the estimated hours for the meeting attendance and documentation.

404 Nationwide Permit Application Package.—Consultant shall prepare a 1st Draft of the 404 Permit Application Package consisting of the 404 Permit Application and Wetland Delineation Report, and the Waterway Permit Data Sheet from the design consultant (this is needed for NDOT review of whether all culverts and other items are included). The package shall include a complete project description, documentation of impacts to all wetlands and waters of the US, and wetland and stream channel mitigation. Electronic files of the documents will be submitted to State for review and approval. The Consultant shall revise materials per State comments and resubmit a subsequent draft to State for review and approval.

Jurisdictional Determination (JD) from the USACE.—In some cases, at State’s direction, the Consultant shall request the USACE to make a Preliminary and/or Final JD decision. The JD request would consist of the Consultant’s submittal of either a preliminary wetland determination or a final delineation, along with a cover letter requesting the JD. If the JD request would require additional supporting documentation beyond that specified above, at State’s direction additional scope would be defined and a supplement to this Agreement would be negotiated.

Agency Coordination.—Consultant shall correspond with the USACE, whether in writing or personal contact documented in a telephone memo or meeting notes. Consultants are expected to be available to provide additional information, answer questions, respond to public comments, and attend and conduct a meeting, if necessary. This activity would be considered in scope, however Consultant must obtain written approval from the LPA, or State on LPA’s behalf, to attend and conduct the meeting. With written approval from LPA, or State on LPA’s behalf, Consultant will be able to use the hours for the meeting attendance and documentation. Any correspondence with the USACE, if necessary, shall be submitted to the State in draft form for approval from LPA, or State on-LPA’s behalf, at least 10 days before final submittal. If needed, Consultant shall coordinate with NDEQ and obtain a letter of 401 Water Quality Certification. If wetlands are non-jurisdictional, Consultant shall obtain a Letter of Opinion from NDEQ, stating compliance with the non-degradation clause of Title 117 Nebraska Surface Water Quality Standards.

Final Deliverables.—Consultant shall prepare and submit to LPA, or State on LPA’s behalf, the electronic files and hard copies of all materials. For the final package, the Consultant will submit one bound copy to LPA and electronic files to State on NDOT’s ftp site. The Consultant shall submit a hard copy of the 404 permit application package to the USACE and NDEQ (when required) unless otherwise directed by LPA, or State on LPA’s behalf.

13. SECTION 404 INDIVIDUAL PERMIT APPLICATION

Alternatives Analysis and Sequencing Demonstration.—If required, all tasks specified above for Nationwide permits, also apply to Individual Permits with the following additional tasks: Consultant shall prepare an Alternatives Analysis and Sequencing
Demonstration for inclusion with the individual Permit Application. For LPA projects, this will involve incorporating materials provided by the LPA’s design consultant. The Consultant will also handle coordination activities with the USACE and other regulatory and resource agencies, as needed.

14. MITIGATION PLAN

Mitigation Documentation: If required, the Consultant shall prepare materials for submittal of a conceptual mitigation plan and the associated 12 components of Mitigation documentation for submittal to the USACE. This will involve incorporating materials provided by the roadway or bridge design consultant into a single document to identify mitigation locations, types of wetlands to potentially develop, and buffer areas associated with the mitigation areas. If a Mitigation Plan is needed and not originally contracted, additional scope and fee shall be negotiated as a supplement to this Agreement.

PUBLIC INVOLVEMENT

The Consultant shall serve as the agent for the Client, representing the Client in all matters related to public involvement services for this project, with the exception of (list any tasks to be conducted by the Client or others):

1. Civil Rights Analysis
2. Preparation of a distribution list of stakeholders and contiguous property owners
3. Preparation and dissemination of a press release in regards to public involvement
4. Ordering and posting temporary public meeting highway signs (if needed)

It is anticipated that the project will require the following major tasks (include the following, as appropriate):

1. Project Management and QA/QC
2. Public Information Meeting (PIM)

APPLICABLE PUBLICATIONS:

Work shall be done in accordance with the most current version of the following materials. The most current versions of the NDOT materials can be obtained from the NDOT website.

NDOT: Public Involvement Procedure


CLIENT SHALL PROVIDE:

1. As-built or design plans of the existing and adjacent roadways (if available).
2. Electronic files of current aerial photographs (if available).
3. Existing cadastral maps, plat maps, electronic right-of-way files of the project area (if available).
4. If applicable, cover any costs associated with securing or using meeting venue(s).
5. Typical Sections, Preliminary Plans, or other design documents.
6. Distribution list of stakeholders and contiguous property owners.
7. Press Release to be sent two weeks prior to public information meeting (optional).
8. Temporary signage to be installed 15 days prior to public information meeting (if needed).
9. Templates for standard reports, legal notices, handouts, comment response letters, etc., for materials being developed for Client.

CONSULTANT SHALL PROVIDE THE FOLLOWING SERVICES:

Consultant will work with the Client to develop a Public Involvement Plan to address public notification, develop a database of project stakeholders and plan for the PIM, one-on-one meetings, or agency meetings that might be necessary. Consultant will assist the Client in conducting a Public Information Meeting (PIM) including setup, facilitation and teardown. Consultant will:

1. Project Management. This task includes activities to develop and monitor project schedules, workload assignments, and internal cost controls throughout the project. Also included are efforts to prepare and process invoices and monthly progress reports; prepare project correspondence with the Client; and maintain project records.

2. Quality Assurance/Quality Control. The Consultant will perform QA/QC checks prior to any official submittal.

3. Identify Venue and arrange for booking. Provide a meeting venue floor plan including identification of ADA compliant access routes, location of display and presentation materials, and seating arrangement, if applicable.

4. Prepare a Legal Notice of meeting to include project location, purpose and need, planned construction, state if additional right of way or easements will be needed to construction the project, additional impacts and construction schedule.

5. Public Notice Publication. Verify local newspaper distribution schedule and critical dates and submittal information related to legal advertisements. Client will place advertising for the public notice in one local Nebraska Press Association (NPA)-certified paper at least 15 days prior to event with two affidavits of publication.

6. Postal Outreach. Prepare and distribute invitations to property owners directly adjacent to the project and other project stakeholders from a list provided by the client.
Client, anticipate ___ invitations sent through the U.S. Postal Service.

7. Informational Poster, ___ posters showing publicly owned park and recreation areas that are open to the general public, publicly owned wildlife and waterfowl refuges, and public or privately owned historic sites. The term historic sites include prehistoric and historic districts, sites, buildings, structures or objects listed in, or eligible for, the National Register of Historic Places, if applicable;

8. Prepare aerials with proposed alternatives and potential impacts;

9. Posters, anticipate ___ other informational posters, note types of posters.

10. Develop Advertising for public meetings ___ radio adds, ___ website.

11. Provided Translators for public information meeting and for public meeting anticipate ___ documents (if needed).

12. Prepare a Fact Sheet suitable for a mailer or handout at the PIM. The Fact Sheet will be similar to the legal notice and include the project location, purpose and need, scope of work, traffic volumes, construction schedule, accommodations of traffic, ROW, potential impacts, additional costs, location map/detour map and appropriate logos (FHWA, NDOT, Clients logo, Preliminary Plan Stamp—NO consultant logos / branding);

13. Prepare for and Attend the Public Meeting meet approximately 15 minutes before the actual public meeting for the project team to review key facts/information and to go over any potential issues and to provide suggestions on how to approach questions and/or conflicts.

14. Prepare a matrix summarizing general comments and concerns from the public meeting and written comments. The client will identify those comments which warrant a response. The Consultant will prepare ___ draft responses and revise them as needed based on the Client's review comments. The approved responses will be mailed by U.S. Postal Service. The Consultant is to anticipate ___ responses.

15. Summary Memo, the Summary Memo is summary of what done to involve and inform the public of the proposed improvements and to solicit the public's comments and concerns.

16. Public Involvement Report, (which will include a summary of the outreach performed [tools used, information about the distribution list, legal notice publication dates, specified comment period date, etc.], a table of summarized comments/responses, and attachments that consist of what the public received in
their project information packet, the comments received, and the final signed responses to the comments. The public involvement report/summary memo and attachments shall be attached to the CE. [Additional deliverables shall be inserted for various levels of public outreach.]

47. Public Information Packet Consultant will assist the Client in the development of a Public Information Packet, as described by NDOT's PI Reports outline. Consultant will:

- Prepare Cover Letter
- Develop Comment Form
- Include the Legal Notice
- Include the Fact Sheet in the packet

48. Packet Distribution Consultant will coordinate the mailing of the Public Information Packet, using a distribution list provided by the Client. The Client will coordinate hand delivery of packets to the businesses and property owners adjacent to the project.

49. MEETINGS

Meetings anticipate:

- Kickoff meeting
- Project status meeting(s)
- Public meeting
- Comment review meeting(s)
- One-on-one meeting(s)
- Agency meeting(s)

Other (Additional project specific tasks may be added here):

DIRECT COST-ITEMS

- Venue,
- Nametags, Sign-in Sheets, comment forms,
- Informational posters

20. ENVIRONMENTAL RE-EVALUATION AFTER ROW DESIGN After the review and approval of the Right of Way design by NDOT's ROW Division the Consultant is to re-evaluate the project to determine whether the scope of the project and environmental documentation remain valid under current policies and regulations. The consultant is to submit a "Re-evaluation Approval Request" for approval by the NDOT; LPA Environmental Coordinator.
Services are limited to the NEPA Consultant answering questions from the
NDOT Environmental Staff.

24. REVIEW OF NEPA DOCUMENTS AND COMMITMENTS AFTER ROW
ACQUISITION. Modifications to the final design may have been made
during the acquisition of the right of way needed to construct this project.
The Consultant is to re-evaluate the project to determine whether the scope of
the project and environmental documentation remain valid under current policies
and regulations. The Consultant is to submit a "Re-evaluation Approval Request"
for approval by the NDOT, LPA Environmental Coordinator.

The NEPA Consultant may need to answer questions from the NDOT
Environmental Staff (per Dan Rea email 3-15-2019)

GREEN SHEETS
NEPA Coordination (Green Sheets) The Project Sponsor or consultant, on the Project
Sponsor’s behalf, will submit the Green Sheet to the NDOT NEPA Specialist and Local
Projects Section for review. The Green Sheet must be submitted in a word document
format with the attachments in a PDF format. And developed using guidance from the
NDOT LPA Green Sheet Guidance document

DELIBERABLES:
1. Project Schedule
2. Monthly Invoices and Progress Reports
3. Meeting Minutes
4. Public Information Meeting Documents and Maps
5. Public Involvement Summary Memo of entire public involvement process, public
   comments and responses to written comments
6. Public Involvement Report
7. Stakeholder letters addressing Comments

PROJECT MANAGEMENT
This task includes activities to initiate and monitor project schedules, workload
assignments and internal cost controls throughout the project. Also included are efforts
to prepare and process invoices, prepare project correspondence with the LPA or State
on LPA’s behalf; and maintain project records. Monthly Progress Reports shall be
prepared and submitted according to the schedule provided by LPA, which may or may
not coincide with Consultant’s invoicing schedule.

This task includes preparing a detailed project schedule documenting project milestones
and critical paths. The schedule will be updated and submitted to LPA, NDOT, and
FHWA on a quarterly basis.
TRAVEL TIME

Site Visits. Consultant will (as needed) conduct up to 1 site visit for wetlands and stream review.

DELIVERABLES IDENTIFIED IN "SCOPE ITEMS TABLE" AND "CONSULTANT SHALL PROVIDE (SECTION D) ABOVE:

Final Deliverables. Consultant will prepare final deliverables and submit to LPA the electronic files and hard copies of all materials.

(Send all Deliverables to the LPA and State when acting on LPA’s behalf, for review prior to submittal to the State and FHWA.

Monthly Invoices with Progress Reports per LPA’s scheduled delivery dates

Meeting Minutes (if meetings are held)

The Appropriate Level of CE Document (Level 1, 2, 3) and supporting attachments and file data

NRCS Form CPA-108 for Corridor Type Projects, if needed

Hazardous Materials Review (HMR) report, if needed

Section 4(f) Initial Assessment Form and exception/diminimus documentation (if required)

Section 6(f) Documentation

Wetland and Stream Delineation Report—For Full Delineation, USACE Wetland Determination Data Sheets (Midwest or Great Plains Regional Supplements) and Wetland Delineation Report including Plot(s) showing Wetland Boundaries, Wetland Types, OHWM, Waters of US and Location of Data Collection Points and Photos, and associated geospatial data (See section F data transfer below)

404 Permit Application (Nationwide or Individual)—404 Permit Application Package consisting of 404 Permit Application, Water Way Permit Data Sheet, and Wetland Delineation Report—For Individual Permits, includes Alternatives Analysis and Sequencing Demonstration (Hard Copy and Electronic Files)

Mitigation Plan (if required)

Section 404 Authorization Letter, and if required, NDEQ-401 Water Quality Certification or Letter of Opinion regarding compliance with Title 117

A current Jurisdictional Determination from the USACE (if required)

Threatened and Endangered Species BE Review Request Letter

Public Involvement Plan

Official Legal Notice

Project Information Packet
Public Involvement Report

Quality Control documentation

PDF copies of all materials and final electronic files (i.e., geodatabases for wetland delineations) as stated above. All supporting information shall be submitted to the State for their Project File.

DATA TRANSFER

It shall be the Consultant's responsibility to obtain the necessary software to translate to and from the specified format for all electronic files supplied by the LPA or State and for all electronic files prepared by the Consultant and supplied to the LPA or State.

For wetland delineations—plot(s) showing wetland boundaries, environmental study area boundaries, wetland types, acres, waters of US and location of data collection points and photo points—will be submitted in GIS Geodatabase (.mdb or .gdb). Coordinate system projections for all submittals shall be: NAD 1983 State Plane Nebraska FIPS 2600 (Feet). The submittal will include a completed attribute table with relevant information, such as wetland name and type, for each feature, as described in State's (2013) procedure.

WATERLINE/SANITARY SEWER RELOCATION/RECONSTRUCTION

The Consultant shall identify existing water mains or sanitary sewers that are in conflict with project improvements. Project improvements are to be designed around existing water mains and sanitary sewer lines; however, in some situations relocating the water main or sanitary line will produce an improved engineering design. Engineering judgment shall be used to determine when to relocate a public utility. This task involves minor reconstruction or relocation involving a public utility due to a roadway improvement and not a project initiated by the utility. Sometimes it is beneficial for municipalities (LPAs) to upgrade existing facilities concurrently with a transportation construction project. Federal Aid Highway Transportation funds may not be used for betterments to water or wastewater systems. Only portions of the system directly impacted by improvements to the roadway may receive Federal-Aid Highway Transportation funds. The pay items for improvements to the water and waste-water systems will need to be separated out from the pay items for which Federal participation is allowed.

1. Wastewater Reconstruction Plan Sheets. The design of the wastewater collection system shall comply with the requirements of the Federal and State Clean Water Acts. Design and construction of facilities for the City's the design of the system shall generally follow the Recommended Standards for Sewage Works, a report of the Committee of the Great Lakes-Upper Mississippi River Board of State Public Health and Environmental Managers (10-State Standards). Details of construction shall conform to the LPA's Standard Specifications for Municipal Construction and Standard Plans if applicable. All plans for construction of wastewater system improvements shall be
reviewed and approved by the LPA’s Public Works and Utilities Department and the State of Nebraska Department of Environmental Quality prior to construction.

- Horizontal Alignment
- Vertical Alignment
- Detail Drawings
- Utility Conflict Verification and Resolution
2. **Water Main Reconstruction**. Plan Sheets (SP). The design of water mains, water distribution systems, valves, backflow preventers, fire hydrants, etc. shall comply with the Federal and State Safe Drinking Water Acts. The design of the system shall generally follow the standards of the American Water Works Association (AWWA) and the Recommended Standards for Water Works, a Report of the Committee of the Great Lakes-Upper Mississippi River Board of State Public Health and Environmental Managers (10-State Standards). The design and construction of the improvement shall comply with LPA's Standard Specifications for Construction and Standard Plans if applicable. Fire flow requirements shall generally follow those in the Fire Suppression Rating Schedule published by the Insurance Services Office. All plans for the construction of water system improvements shall be reviewed and approved by the LPA's Public Works and Utilities Department, the Local Fire Department and if applicable the State of Nebraska Department of Health and Human Services, prior to construction. The Nebraska Safe Drinking Water Act and regulations require plans and specifications for all major construction related to public water systems to be prepared by a registered professional engineer and be approved by the Department of Health and Human Services before construction costs are committed by the system owner. The law defines major construction as structural changes that affect the source of supply, treatment processes, or transmission of water to service areas, but it does not include the extension of service mains within an established service area.

- Horizontal Alignment
- Vertical Alignment
- Detail Drawings
- Utility Conflict Verification and Resolution
Geotechnical

Geotechnical Investigations the Consultant will provide geotechnical investigations of the subgrade on areas to be surfaced roadways, parking lots, trails with borings every 500 feet unless otherwise directed by the engineer, and prepare the pavement determination.

4. Data Research

Based upon current site topography, the site grading is expected to be minor, with cuts and fills sloped at 3H:1V or flatter. Borings will be taken expect soil test with the project. The fee associated with these borings assumes the project site is easily accessible for truck-mounted drilling equipment and rights of access can be obtained from adjacent owners. These test borings will be in accordance with schedules located in the most recent NDOT Geotechnical Policy and Procedures Manual. The field exploration program consists of the following:

<table>
<thead>
<tr>
<th>Number of Borings</th>
<th>Boring Depth (feet bgs)</th>
<th>Planned Location</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. Design Recommendations

The Consultant shall prepare geotechnical recommendations for the primary purpose of developing geotechnical design criteria for use in designing retaining walls, bridges, and pavements for the project.

3. Geotechnical Report

The Consultant shall prepare and submit three (3) copies of a geotechnical report to the RC for review.
Coordination for Railroad Viaducts

Overview. Railroad coordination will be performed by NDOT staff, with the exception of preparation of the "Theoretical Cost Estimate" if needed. The following is for the consultants information and use in developing the design schedule.

After the Preliminary Design (PiH/30%) submittal the RC forwards the PiH plans and the bridge data information (TS&L's) to the NDOT’s Rail Division for their review and submittal to the Railroad for their review. Note, the PiH may occur before or after the railroad’s review and it will take 45 to 60 working days for the railroad to complete their review.

After the 90 percent plan review is complete by NDOT ROW Division, the NDOT Bridge Division and the RC, The consultant is to prepare and submit a "Theoretical Cost Estimate" to the RC. The NDOT’s Rail Division will forward the reviewed plans and documents to the Railroad for their review. Note the review and approval of these documents may take the railroad 3 to 6 months complete.

1. Theoretical Cost Estimates

Theoretical Cost Estimates are only needed for projects the railroad is participating in the project cost. The Code of Federal Regulations, Title 23, Chapter I, Subchapter G, Part 646, Subpart B, Section 642.210(o)(1) states:

"Where a grade crossing is eliminated by grade separation, the structure and approaches required to transition to a theoretical highway profile which would have been constructed if there were no railroad present, for the number of lanes on the existing highway and in accordance with the current design standards of the State highway agency."

On all new Grade Separation Projects, by law, it was established the railroad’s participation in the project cost (NEPA studies, preliminary engineering, construction engineering, right of way and construction cost) be based on a two-lane theoretical structure from touchdown to touchdown located on alignment over the existing at-grade crossing that is to be eliminated.

With the exception for viaducts construction on new horizontal alignment, the railroad’s participation in the right of way cost would be for the estimated ROW cost had the project been constructed on the original alignment of the at-grade crossing.

The NDOT Rail Division will submit the following items to the railroad:

1. The final (100%) bridge plans;
2. NDOT approved ROW plans, appraisal and acquisition documents;
3. A construction and maintenance agreement, which can take up to 6 to 9 months for the railroad to review and approve.
4. The LPA (if they are the RC) or NDOT (if it is the RC) will make payment to the railroad for the needed easements and or right of way. Note: easements, deeds etc. will not signed by the railroad until the construction and maintenance agreement is fully executed.

5. Recording of Easements

i. Handled by NDOT ROW (if NDOT is the RC).

ii. Handled by the LPA (if they are the RC).

6. Before plans are sent to PS&E the Railroad will supply special provisions.

Permitting Process

1. The City/County or the Utility who is occupying the Railroad ROW will need to apply for the railroad permit.

2. It is up to the Railroad if the work can be completed under one permit or if each utility will need a permit per utility.

3. A processing fee of approximately $2000 is required to process each permit by the railroad.

4. The permit is valid for one year or the negotiated amount of time based on a timeline.

5. When to apply for the permit:

a) If the utilities will be moved prior to the project, the permit needs to be processed concurrent with the ROW phase or just after ROW acquisition.

i. If the timeline to move the utilities is anticipated to take a great length of time, the permit process should be carefully considered and arranged as to not delay the project letting. The timeline should be calculated as 2-3 months for the Railroad to process and approve the permit added to the amount of time for:

1) The utilities to be moved by the Permit Applicant.

2) Or the length of time needed for the contractor procured by the Permit Applicant to move the utilities as well as the time for procurement.

b) If the utilities will be moved during the project, the permit needs to be applied for as to allow 2-3 months for the Railroad to process and approve the permit prior to the project letting.
1) **Retaining Wall Design.** Retaining wall design is not included in this scope of services. The Consultant can provide these services through a Supplemental Agreement if it is determined that retaining walls are needed.

2) **Extended Preliminary Engineering Services** the Consultant may provide extended PE services through a supplement to this agreement.

3) **Construction Engineering Services.** The Consultant may provide Construction Engineering Services through a separate agreement.

4) **Right-of-Way Acquisition.** Right-of-Way Acquisition Services are included in this agreement. For example, Tract Maps needed for condemnation hearings.
## Schedule

**Project Timeline.** The Consultant shall prepare a schedule for project milestone dates and the schedule will be updated quarterly or if dates change. The consultant will show old dates with the updated schedule dates. The schedule will be printed on a separate document as well as included in the agreement. The document will include the project name, the project number, project control number consultant firm name, project manager and date.

<table>
<thead>
<tr>
<th>Notice-to-Proceed Supplement 8, CWO 6</th>
<th>May 16, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Submit Utilities</td>
<td>May 16, 2019</td>
</tr>
<tr>
<td>Start Title Research (Subconsultant)</td>
<td>May 16, 2019</td>
</tr>
<tr>
<td>Submit Draft NEPA – CE (Smartform 2.0)</td>
<td>June 1, 2019</td>
</tr>
<tr>
<td>Complete Title Research (Subconsultant)</td>
<td>June 6, 2019</td>
</tr>
<tr>
<td>Utility Review and Comments</td>
<td>June 16, 2019</td>
</tr>
<tr>
<td>Submit Functional Plans/ROW (60%)</td>
<td>June 20, 2019</td>
</tr>
<tr>
<td>Review Comments Functional Plans/ROW (60%) – NDOT</td>
<td>June 21, 2019</td>
</tr>
<tr>
<td>Review Comments Draft NEPA – CE (NDOT) Sent to Consultant</td>
<td>July 1, 2019</td>
</tr>
<tr>
<td>Consultant Submits Revised NEPA – CE</td>
<td>July 8, 2019</td>
</tr>
<tr>
<td>Submit Final NEPA – CE</td>
<td>July 8, 2019</td>
</tr>
<tr>
<td>Start ROW Design Survey Plat Documents</td>
<td>July 20, 2019</td>
</tr>
<tr>
<td>Submit ROW Design Survey Plat Documents</td>
<td>July 27, 2019</td>
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<tr>
<td>Approved NEPA – CE</td>
<td>August 8, 2019</td>
</tr>
<tr>
<td>Re-Evaluation (NDOT)</td>
<td>August 9, 2019</td>
</tr>
<tr>
<td>Prepare ROW Cost Estimate (NDOT)</td>
<td>August 10, 2019</td>
</tr>
<tr>
<td>ROW Notice-to-Proceed (approx. 9 months for ROW)</td>
<td>August 15, 2019</td>
</tr>
<tr>
<td>Final Design Submittal (50%)</td>
<td>August 22, 2019</td>
</tr>
<tr>
<td>Review Comments Final Design Submittal (90%) (NDOT)</td>
<td>September 6, 2019</td>
</tr>
<tr>
<td>PS&amp;E Package Submittal and Turn-in</td>
<td>May 1, 2020</td>
</tr>
<tr>
<td>Let Project</td>
<td>October 29, 2020</td>
</tr>
</tbody>
</table>
# Preliminary and Final Design
## Labor Rates

**Project Name:** Reaches Creek Trail Supplement B - CVO B  
**Project Number:** ENH-27(B1)  
**Control Number:** 23472  
**Location (City, County):** City of Fremont, Dodge County, Nebraska  
**Consultant Project Manager:** Jane F. Koeger III, PE  
**County Project Liaison:** Dave Goodchen, PE  
**NDOR RC:** Judy Bover  
**Firm Name:** GGM Associates  
**Phone/Email:** 402-340-7558/jkoeger@hgmassociates.com, 402-729-2682/dave.goodchen@hgmassociates.com, 402-478-4435/judy.bover@nebraska.gov  
**Date:** 4/23/2019

### Labor Costs

<table>
<thead>
<tr>
<th>Code</th>
<th>Classification Title</th>
<th>Hours</th>
<th>Blended Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>PR</td>
<td>Principal</td>
<td>83</td>
<td>$49.25</td>
<td>$3,951.75</td>
</tr>
<tr>
<td>RLS</td>
<td>Registered Land Surveyor</td>
<td>130</td>
<td>$41.91</td>
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<tr>
<td>ENV</td>
<td>Environmental Scientist</td>
<td>72</td>
<td>$54.86</td>
<td>$3,944.68</td>
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<tr>
<td>ENG</td>
<td>Project Manager</td>
<td>12</td>
<td>$68.11</td>
<td>$817.32</td>
</tr>
<tr>
<td>ENDE</td>
<td>Engineer</td>
<td>20</td>
<td>$53.02</td>
<td>$1,060.42</td>
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<tr>
<td>ESDE</td>
<td>Senior Designer/Technician</td>
<td>33</td>
<td>$33.50</td>
<td>$1,099.50</td>
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<tr>
<td>ADM</td>
<td>Administrative</td>
<td>8</td>
<td>$33.50</td>
<td>$268.00</td>
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<tr>
<td>SPC</td>
<td>Survey Party Chief</td>
<td>172</td>
<td>$61.41</td>
<td>$10,653.22</td>
</tr>
<tr>
<td>SUR</td>
<td>Surveyor</td>
<td>172</td>
<td>$61.41</td>
<td>$10,653.22</td>
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<tr>
<td>SRV</td>
<td>Survey Crew</td>
<td>172</td>
<td>$61.41</td>
<td>$10,653.22</td>
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<tr>
<td><strong>TOTALS</strong></td>
<td></td>
<td>773</td>
<td></td>
<td>$54,790.95</td>
</tr>
</tbody>
</table>

**Overhead Rate:** 15.71%  
**Fixed Fee:** 12.79%

### Blended Rates Worksheet

#### EMPLOYEE NAME

<table>
<thead>
<tr>
<th>Classification</th>
<th>SALARY RATE</th>
<th>% Assigned</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$52.25</td>
<td>100.00</td>
</tr>
<tr>
<td>Registered Land Surveyor</td>
<td>$48.25</td>
<td>100.00</td>
</tr>
<tr>
<td>Environmental Scientist</td>
<td>$45.25</td>
<td>100.00</td>
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<tr>
<td>Project Manager</td>
<td>$62.17</td>
<td>88.00</td>
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<tr>
<td>Engineer</td>
<td>$59.11</td>
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</tr>
<tr>
<td>Architect</td>
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<td>Survey Party Chief</td>
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<td>Surveyor</td>
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<tr>
<td>Survey Crew</td>
<td>$51.51</td>
<td>100.00</td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
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<td></td>
</tr>
</tbody>
</table>

*Input actual employee classification as designated by firm.  
Total of % Assigned must equal 100% for each personnel classification category. If one person in classification, list them as 100% for "% Assigned".
### Direct Expenses

**Project Name:** Rawhide Creek Trail Supplement 8 - CWO 6  
**Project Number:** ENH-27(81)  
**Control Number:** 23473  
**Location (City, County):** City of Fremont, Dodge County, Nebraska  
**Firm Name:** HGM Associates  
**Consultant Project Manager:** John F. Krager III, PE  
**County Project Liaison:** Dave Goeddeken, PE  
**NDOR RC:** Judy Borer  
**Phone/Email:** 402-346-7559/krager@hgmontline.com, 402-727-2636/dave.goeddeken@hmoninne.gov, 402-479-4435/judy.borer@nebraska.gov  
**Date:** 4/23/2019

<table>
<thead>
<tr>
<th>Subconsultants:</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Terraco</td>
<td>1</td>
<td>$10,248.16</td>
<td>$10,248.16</td>
</tr>
<tr>
<td>Dodge County Title &amp; Escrow Co.</td>
<td>30</td>
<td>$200.00</td>
<td>$6,000.00</td>
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<tr>
<td><strong>Subtotal</strong></td>
<td></td>
<td></td>
<td>$16,248.16</td>
</tr>
</tbody>
</table>

**Printing and Reproduction:**

| Mileage/Travel: | Quantity | Unit Cost | Amount  |
|                |          |           |         |
| **Subtotal**   |          |           |         |

**Logistics:**

<table>
<thead>
<tr>
<th>Other Miscellaneous Costs:</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Misc. Survey costs</td>
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<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL DIRECT EXPENSES**

Per Diem Rates:  
- [http://www.dpa.gov/operatemanagement/10477](http://www.dpa.gov/operatemanagement/10477)  

**2011 Standard Rates**

<table>
<thead>
<tr>
<th>Type</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Black and White Copies</td>
<td>Actual reasonable cost</td>
</tr>
<tr>
<td>Color Copies</td>
<td>Actual reasonable cost</td>
</tr>
<tr>
<td>Miscellaneous Postage, Mailing, Deliveries Etc.</td>
<td>Actual reasonable cost</td>
</tr>
<tr>
<td>Equipment</td>
<td>Actual reasonable cost</td>
</tr>
<tr>
<td>Privately Owned Vehicle</td>
<td>Actual reasonable cost</td>
</tr>
<tr>
<td>Automobile Rental</td>
<td>Actual reasonable cost</td>
</tr>
<tr>
<td>Air fare</td>
<td>Actual reasonable cost</td>
</tr>
<tr>
<td><strong>Breakfast</strong></td>
<td>Actual reimbursement amount to employee, not to exceed rates for company vehicles outlined above</td>
</tr>
<tr>
<td><strong>Dinner</strong></td>
<td>Actual reasonable cost</td>
</tr>
<tr>
<td><strong>Incidental</strong></td>
<td>Actual reasonable cost</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>Actual reasonable cost</td>
</tr>
<tr>
<td><strong>Statewide</strong></td>
<td>Omaha/Douglas County</td>
</tr>
</tbody>
</table>

* A full list of rates can be found at the following website: [www.osp.gov/ir](http://www.osp.gov/ir)

Consultant Independent Cost Estimate  
Direct Expenses  

**EXHIBIT "B"**  
Page 75 of 191
## Preliminary and Final Design
### Project Cost

**Project Name:** Rawhide Creek Trail Supplement B - CWQ 5  
**Project Number:** ENH-27(61)  
**Control Number:** 22472  
**Location (City, County):** City of Fremont, Dodge County, Nebraska  
**Firm Name:** HGM Associates  
**Consultant Project Manager:** John F. Krager III, PE  
**LPA Responsible Charge:** Dave Goedeken, PE  
**NDOR Project Coordinator:** Judy Borier  
**Phone/Email:** 402-479-4435/judy.borier@nebraska.gov  
**Date:** April 23, 2019

### Direct Labor Costs:

<table>
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<tr>
<th>Personnel Classification</th>
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<td>Survey Crew</td>
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**TOTALS**  
773  
$34,760.68

### Direct Expenses:

| Subconsultants                     | Amount  | $16,248.16 |
| Printing and Reproduction Costs    |         |            |
| Mileage/Travel                     |         |            |
| Lodging Meals                      |         |            |
| Other Miscellaneous Costs          |         |            |

**TOTALS**  
$16,248.16

### Total Project Costs:

| Direct Labor Costs                 | Amount  | $34,750.68 |
| Overhead @ 151.71%                 |         | $55,720.20 |
| Total Labor Costs                  |         | $87,470.94 |
| Fixed Fee @ 12.75% (direct labor costs x FCGM%) | | $11,163.54 |
| Facility Capital Cost of Money (FCM) @ | | (direct labor costs x FCGM%) |
| Direct Expenses                    |         | $16,248.16 |

**PROJECT COST**  
$114,871.84

---

*Consultant Independent Cost Estimate*  
*Project Cost*
NEPA and Geotechnical Services
Consultant’s Estimate of Hours

Project Name: Rawhide Creek Trail
Project Number: 2566-217641
Control Number: 39742
City (County): City of Fremont, Dodge County, Nebraska
Prime: Terracon Consultants, Inc.
Int Project Manager: David Jordan
Phone/Email: 402-330-2201 / djordan@terracon.com
Insponsible Change: Dave Goodale
Phone/Email: 402-727-3836 / Dave.Goodale@nebraska.gov
Project Coordinator: Judy Bener
Phone/Email: 402-474-4436 / j.bener@nebraska.gov
Date: March 15, 2018

TASKS

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<th>-eng</th>
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<th>DES</th>
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<th>PR</th>
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Total Hours: 68
Total Days (8 hrs): 8

CLASSIFICATIONS:
P = Project Manager
SEIV = Senior Environmental Scientist
SEING = Senior Engineer
ENG = Engineer
SD = Senior Designer
DEES = Senior Designer
ADM = Administrative
PR = Principal
DRL = Director
DH = Dist Helper
* For Project Manager, use one of the technical classifications

** For User-Defined Classifications, you will need to edit the Classifications Legend located above. To enter a new classification, replace "UDF" with its abbreviation (e.g. GEA) and replace "User Defined 1" with the corresponding title (e.g. Greatful Artist). Once the user-defineds are added, they will populate the Consultant independent Cost Estimate table as well as the remaining sheets.
# Agenda Item #10

## NEPA Categorical Exclusion and Preliminary Engineering Labor Rates

### Project Information
- **Name:** Rawhide Creek Trail
- **Project Number:** ENH-2781
- **Control Number:** 24472
- **Location (City, County):** City of Fremont, Dodge County, Nebraska
- **Firm Name:** Terracon Consultants, Inc.
- **Consultant Project Manager:** David Jordan
- **Phone/Email:** 402-335-2303 / djordan@terracon.com
- **LPA Responsible Charge:** Dave Goedeken
- **Phone/Email:** 402-727-2636 / Dave.Goedeken@francecove.gov
- **MDOR Project Coordination:** Judy Stoeber
- **Phone/Email:** 402-479-4435 / judy.stoeber@mdotshp.gov
- **Date:** March 15, 2019

### Labor Costs

<table>
<thead>
<tr>
<th>Code</th>
<th>Classification Title</th>
<th>Hours</th>
<th>Blended Rate</th>
<th>Amount</th>
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<td></td>
<td>64.25</td>
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<td>$5,129.36</td>
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### Overhead Rate:
- **Overhead Rate:** 160.80%
- **Fixed Fee:** 10.00%

### CLASSIFICATIONS
- **PM** = Project Manager
- **SENV** = Senior Environmental Scientist
- **ENV** = Environmental Scientist
- **ADM** = Administrative
- **SEN** = Senior Engineer
- **ENG** = Engineer
- **DDES** = Senior Designer/Technician
- **DES** = Designer/Technician
- **PR** = Principal
- **DRL** = Draftee
- **WH** = Draft

### Blended Rates Worksheet

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<td>100.00%</td>
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<td>Engineer</td>
<td>ENG Displayed</td>
<td>blend</td>
<td>100.00%</td>
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<tr>
<td>Senior Designer/Technician</td>
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<tr>
<td>Design/Technician</td>
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<td>100.00%</td>
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<tr>
<td>Administrative</td>
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<td>blend</td>
<td>100.00%</td>
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<tr>
<td>Principal</td>
<td>PR Displayed</td>
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<tr>
<td>Draftee</td>
<td>DRL Displayed</td>
<td>blend</td>
<td>100.00%</td>
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<tr>
<td>Draft Helper</td>
<td>WH Displayed</td>
<td>blend</td>
<td>100.00%</td>
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</table>

*Input actual employee classification as designated by firm
*Total of % Assigned must equal 100% for each personnel classification category. If one person in classification, list them as 100% for "% Assigned".

Consultant Independent Cost Estimate Labor Rates

---

**EXHIBIT "B"**
Page 78 of 191

---

**Agenda Item #10**

---

**Page 148 of 191**
## NEPA Categorical Exclusion and Preliminary Engineering

### Direct Expenses

**Project Name:** Rawhide Creek Trail  
**Project Number:** ENH-27(81)  
**Control Number:** 22472  
**Location (City, County):** City of Fremont, Dodge County, Nebraska  
**Firm Name:** Terracon Consultants, Inc.  
**Consultant Project Manager:** David Jordan  
**Phone/Email:** 402-330-2202 / djordan@terracon.com  
**LPA Responsible Charge:** Dave Goedeken  
**Phone/Email:** 402-727-2836 / Dave.Goedeken@emnrd.state.ne.us  
**NDOR Project Coordinator:** Judy Borel  
**Phone/Email:** 402-479-4425 / judy.borel@nebraska.gov  
**Date:** March 15, 2019

### Subconsultants:

<table>
<thead>
<tr>
<th>Subconsultant</th>
<th>Quantity</th>
<th>Unit Cost</th>
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### Printing and Reproduction:

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Subtotal: $34,80

### Mileage/Travel:

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Subtotal: $34,80

### Lodging/Meals:

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Subtotal: $34,80

### Other Miscellaneous Costs:

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Subtotal: $34,80

**TOTAL DIRECT EXPENSES:** $34,80

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<td>Prevailing standard rate as established by the IRS, currently $0.51/mi</td>
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<td>Black and White Copies</td>
<td>Actual reasonable cost</td>
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<td>Color Copies</td>
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<td>Miscellaneous Postage, Mailing, Deliveries Etc.</td>
<td>Actual reasonable cost</td>
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<tr>
<td>Equipment</td>
<td>Actual reasonable cost</td>
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<tr>
<td>Privately Owned Vehicle</td>
<td>Actual reasonable cost</td>
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<tr>
<td>Automobile Rental</td>
<td>Actual reimbursement amount to employee, not to exceed rates for company vehicles outlined above</td>
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<td>Air fare</td>
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<td>Lodging</td>
<td>Actual cost, (excluding taxes &amp; fees), not to exceed federal GSA reimbursement guidelines, not to exceed $77 per person daily statewide, not to exceed $104 in Omaha/Douglas County.</td>
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<td>Meals</td>
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#### Statewide

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<td>Dinner</td>
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* A full list of rates can be found at the following website: [www.gsa.gov/psrdem](http://www.gsa.gov/psrdem)
# NEPA Categorical Exclusion and Preliminary Engineering
## Cost by Task

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<th>Rawhide Creek Trail</th>
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<td>Project Number</td>
<td>ENH-27[81]</td>
</tr>
<tr>
<td>Control Number</td>
<td>22472</td>
</tr>
<tr>
<td>Location (City, County)</td>
<td>City of Fremont, Dodge County, Nebraska</td>
</tr>
<tr>
<td>Firm Name</td>
<td>Terracon Consultants, Inc</td>
</tr>
<tr>
<td>Consultant Project Manager</td>
<td>David Jordan</td>
</tr>
<tr>
<td>Phone/Email</td>
<td>402-333-2202 / <a href="mailto:djordan@teracon.com">djordan@teracon.com</a></td>
</tr>
<tr>
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<td>Dave Goedeke</td>
</tr>
<tr>
<td>Phone/Email</td>
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<tr>
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</tr>
<tr>
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<td>402-479-4435 / <a href="mailto:judy.borin@nebraska.gov">judy.borin@nebraska.gov</a></td>
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<td>Date</td>
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<table>
<thead>
<tr>
<th>Tasks</th>
<th>Total Hours</th>
<th>Direct Labor Cost</th>
<th>Overhead 183.00%</th>
<th>Fixed Fee 15.00%</th>
<th>Total Project Cost</th>
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<td>$1,278.99</td>
<td>$295.23</td>
<td>$2,271.08</td>
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<td>3. Preliminary Survey</td>
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<td>4. Preliminary Trail Design Engineering</td>
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<td>5. 90% Trail Design Engineering</td>
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Consultant Independent Cost Estimate
Cost by Task
### NEPA Categorical Exclusion and Preliminary Engineering Project Cost

**Project Name:** Rawhide Creek Trail  
**Project Number:** ENH-27(61)  
**Control Number:** 22472  
**Location (City, County):** City of Fremont, Dodge County, Nebraska  
**Firm Name:** Terracon Consultants, Inc.  
**Consultant Project Manager:** David Jordan  
**Phone/Email:** 402-330-2203 / djordan@terracon.com  
**LPA Responsible Charge:** Dave Goedecken  
**Phone/Email:** 402-727-2036 / Dave.Goedecken@emnrd.gov  
**NDOR Project Coordinator:** Judy Borre  
**Phone/Email:** 402-479-4438 / judy.borre@nebraska.gov  
**Date:** March 15, 2019

<table>
<thead>
<tr>
<th>Personnel Classification</th>
<th>Hours</th>
<th>Rate</th>
<th>Amount</th>
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**Total Project Costs:**  
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<td>Fixed Fee @ 15.00%</td>
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<tr>
<td>Direct Expenses</td>
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<td><strong>PROJECT COST</strong></td>
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Consultant Independent Cost Estimate  
Project Cost

EXHIBIT "B"  
Page #1 of 2
RESOLUTION
PRELIMINARY ENGINEERING SERVICES AGREEMENT
SUPPLEMENTAL AGREEMENT NO. 8 – BO1213

CITY OF FREMONT

Resolution No. ___________

Whereas: City of Fremont and HGM Associates, Inc., have previously executed a Preliminary Engineering Services Agreement (BO1213) for a transportation project for which the Local Public Agency (LPA) would like to obtain Federal funds;

Whereas: City of Fremont 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 Fremont and HGM Associates, 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 the City of Fremont, Nebraska that:

Scott Getzschman, Mayor of City of Fremont is hereby authorized to sign the attached Preliminary Engineering Services Supplemental Agreement No. 8 between the City of Fremont and HGM Associates, Inc.

NDOR Project Number: ENH-27(61)
NDOR Control Number: 22472
NDOR Project Description: Rawhide Creek Trail

Adopted this ______ day of _____________, 2019 at ___________________ Nebraska.

The City Council of City of Fremont, Nebraska:

________________________________________

________________________________________

________________________________________

________________________________________

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

Attest:

________________________________________

Signature City Clerk

EXHIBIT "A"
TO: Utility and Infrastructure Board
FROM: Dave Goedeken, Public Works Director/City Engineer
DATE: October 29, 2019
SUBJECT: Ordinance for Sale of City Owned Real Estate

Recommendation: Recommend approval of the Ordinance.

Background: The Nebraska Department of Transportation is in the final design process of the Southeast Beltway Roadway Project. This project will relocate Highway 77 around the City of Fremont from the Platte River Bridge at the South End and tie into Highway 275 in the proximity of Old Highway 8 on the Easterly end.

Part of Final Design is the acquisition of Right-of-Way necessary for the project. The City of Fremont owns land now used as Monnich Park located East of existing Highway 77, just North of the Platte River Bridge. The NDOT's route for the Beltway will bisect the park North to South, and the NDOT wishes to acquire 2.81 Acres as shown on the attached drawing for Right-of-Way.

The NDOT is required to follow federal law in the acquisition of Right-of-Way, and those requirements are attached in pamphlet form to this agenda item. Staff has met with the appraiser on-site to inspect the property, the property has been appraised, and the Right-of-Way established by the NDOT design team. The property required is 2.81 acres, and offer price is $20,060.00. A copy of the Appraisal Report is on file in the office of the City Engineer.

Approval of the Ordinance authorizes the sale of the property and authorizes the Mayor to sign the Acquisition Documents.

Fiscal Impact: The appraisal report values the land at $20,060.00. The City of Fremont bears no expenses in the sale of this property.
EXHIBIT “A”
Real Estate Purchase Agreement

(See Attached)

4821-1375-3951, v. 1

Exhibit “A”
OWNERS COPY

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION

ACQUISITION CONTRACT

Project No.: 77-3(1036)
Project Name: Fremont Southeast Beltway
Control No.: 22722
Tract No.: 2

THIS CONTRACT, made and entered into this ________ day of ________________, 20____,
by and between City of Fremont,
Address: 400 E. Military Avenue, Fremont NE 68025, hereinafter called the OWNER, and the Nebraska
Department of Transportation, hereinafter called the STATE.

RIGHT OF WAY

WITNESSETH: In consideration of the payment or payments as specified below, the OWNER hereby
agrees to execute to the STATE, a deed which will be prepared and furnished by the STATE, to certain real
estate described as follows:

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER
OF SECTION 26, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE SIXTH PRINCIPAL MERIDIAN,
DODGE COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF TAX LOT 51 ON THE EAST LINE OF THE
EXISTING HIGHWAY 77 RIGHT-OF-WAY; THENCE EASTERLY, ALONG THE NORTH LINE OF TAX
LOT 51, A DISTANCE OF 198.00 FEET; THENCE SOUTHEASTERLY, DEFLECTING 45 DEGREES, 41
MINUTES, 55 SECONDS, RIGHT, A DISTANCE OF 80.46 FEET; THENCE SOUTHEASTERLY,
DEFLECTING 05 DEGREES, 07 MINUTES, 43 SECONDS, LEFT, A DISTANCE OF 104.59 FEET;
THENCE SOUTHEASTERLY, DEFLECTING 04 DEGREES, 25 MINUTES, 35 SECONDS, LEFT, A
DISTANCE OF 82.64 FEET; THENCE SOUTHEASTERLY, DEFLECTING 13 DEGREES, 50 MINUTES,
29 SECONDS, LEFT, A DISTANCE OF 33.28 FEET; THENCE EASTERLY, DEFLECTING 21 DEGREES,
58 MINUTES, 18 SECONDS, LEFT, A DISTANCE OF 37.55 FEET, TO THE WEST LINE OF THE
EXISTING MAIN STREET RIGHT-OF-WAY; THENCE SOUTHERLY, DEFLECTING 90 DEGREES, 00
MINUTES, 00 SECONDS, RIGHT, ALONG SAID WEST LINE OF THE EXISTING MAIN STREET RIGHT-
OF-WAY, A DISTANCE OF 190.77 FEET; THENCE WESTERLY, DEFLECTING 90 DEGREES, 00
MINUTES, 00 SECONDS, RIGHT, ALONG SAID EXISTING MAIN STREET RIGHT-OF-WAY, A
DISTANCE OF 14.00 FEET; THENCE SOUTHWESTERLY, DEFLECTING 35 DEGREES, 14 MINUTES,
15 SECONDS, LEFT, A DISTANCE OF 309.17 FEET; THENCE NORTHEASTERLY, DEFLECTING 151
DEGREES, 23 MINUTES, 40 SECONDS, RIGHT, A DISTANCE OF 98.13 FEET; THENCE
NORTHWESTERLY, DEFLECTING 38 DEGREES, 46 MINUTES, 58 SECONDS, LEFT, A DISTANCE OF
153.03 FEET; THENCE NORTHWESTERLY DEFLECTING 26 DEGREES, 41 MINUTES, 30 SECONDS,
LEFT, A DISTANCE OF 342.24 FEET, TO THE EAST RIGHT-OF-WAY LINE OF HIGHWAY 77; THENCE
NORTHERLY, DEFLECTING 43 DEGREES, 30 MINUTES, 36 SECONDS, RIGHT, ALONG SAID EAST
RIGHT-OF-WAY LINE OF HIGHWAY 77, A DISTANCE OF 51.58 FEET, TO THE POINT OF BEGINNING,
CONTAINING 2.81 ACRES, MORE OR LESS.

THERE WILL BE NO INGRESS OR EGRESS OVER THE FOLLOWING DESCRIBED CONTROLLED
ACCESS LINE LOCATED IN THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 17 NORTH,
RANGE 8 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DODGE COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 26; THENCE EASTERLY, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 398.00 FEET, TO A POINT ON THE EAST LINE OF THE EXISTING HIGHWAY 77 RIGHT-OF-WAY; THENCE NORTHEASTERLY, DEFLECTING 88 DEGREES, 02 MINUTES, 34 SECONDS, LEFT, ALONG SAID EAST LINE OF THE EXISTING HIGHWAY 77 RIGHT-OF-WAY, A DISTANCE OF 376.10 FEET, TO THE SOUTH PROPERTY LINE OF THE GRANTOR(S) AND THE POINT OF BEGINNING; THENCE NORTHEASTERLY, DEFLECTING 40 DEGREES, 56 MINUTES, 39 SECONDS, RIGHT, ALONG THE SOUTH PROPERTY LINE OF THE GRANTOR(S), A DISTANCE OF 221.23 FEET; THENCE NORTHEASTERLY, DEFLECTING 12 DEGREES, 09 MINUTES, 00 SECONDS, RIGHT, ALONG SAID SOUTH PROPERTY LINE OF THE GRANTOR(S), A DISTANCE OF 113.83 FEET; THENCE NORTHEASTERLY, DEFLECTING 28 DEGREES, 36 MINUTES, 21 SECONDS, LEFT, A DISTANCE OF 98.13 FEET; THENCE NORTHWESTERLY, DEFLECTING 38 DEGREES, 46 MINUTES, 58 SECONDS, LEFT, A DISTANCE OF 153.03 FEET; THENCE NORTHWESTERLY, DEFLECTING 26 DEGREES, 41 MINUTES, 30 SECONDS, LEFT, A DISTANCE OF 342.24 FEET, TO THE EAST LINE OF THE EXISTING HIGHWAY 77 RIGHT-OF-WAY AND THE POINT OF TERMINATION; THENCE NORTHERLY, DEFLECTING 43 DEGREES, 30 MINUTES, 36 SECONDS, RIGHT, ALONG THE EAST LINE OF THE EXISTING HIGHWAY 77 RIGHT-OF-WAY, A DISTANCE OF 51.58 FEET, TO THE NORTH PROPERTY LINE OF THE GRANTOR(S); THENCE EASTERLY, DEFLECTING 85 DEGREES, 28 MINUTES, 38 SECONDS, RIGHT, ALONG SAID NORTH PROPERTY LINE OF THE GRANTOR(S), A DISTANCE OF 198.00 FEET, TO THE POINT OF RESUMPTION; THENCE SOUTHEASTERLY, DEFLECTING 45 DEGREES, 41 MINUTES, 55 SECONDS, RIGHT, A DISTANCE OF 80.46 FEET; THENCE SOUTHEASTERLY, DEFLECTING 05 DEGREES, 07 MINUTES, 43 SECONDS, LEFT, A DISTANCE OF 104.59 FEET; THENCE SOUTHEASTERLY, DEFLECTING 04 DEGREES, 25 MINUTES, 35 SECONDS, LEFT, A DISTANCE OF 82.64 FEET; THENCE SOUTHEASTERLY, DEFLECTING 13 DEGREES, 50 MINUTES, 29 SECONDS, LEFT, A DISTANCE OF 33.28 FEET; THENCE EASTERLY, DEFLECTING 21 DEGREES, 58 MINUTES, 18 SECONDS, LEFT, A DISTANCE OF 37.55 FEET, TO THE WEST LINE OF THE EXISTING MAIN STREET RIGHT-OF-WAY AND POINT OF TERMINATION.

SAID GRANTOR DOES HEREBY RETAIN AND RESERVE TO SAID GRANTOR AND TO ITS HEIRS, SUCCESSORS AND assigns ALL RIGHTS TO MINERALS, IN OR ON THE ABOVE DESCRIBED REAL PROPERTY. SAID GRANTOR AND/OR ITS HEIRS, SUCCESSORS AND assigns SHALL HAVE NO RIGHT TO ENTER OR USE THE SURFACE OF SAID REAL PROPERTY FOR ANY PURPOSE CONCERNING SAID MINERAL RIGHTS, NOR SHALL SAID GRANTOR AND/OR ITS HEIRS, SUCCESSORS AND assigns IN EXTRACTING SAID MINERALS FROM SAID REAL PROPERTY, DAMAGE OR IN ANY WAY IMPAIR THE USE OF SAID REAL PROPERTY.

The STATE agrees to purchase the above described Right of Way and/or Easement(s) and to pay, therefore, upon the delivery of said executed Deed and/or Easement(s). If the OWNER so desires, he/she shall have the right to receive 100% of the final payments due under this contract prior to vacating the premises being acquired.

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<th>Description</th>
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<tr>
<td>2.81ac of Special Use at $6,000.00/ac</td>
<td>$16,860.00</td>
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<tr>
<td>Light Pole Removal</td>
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<td>Chain Link Fence</td>
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<td><strong>TOTAL</strong></td>
<td><strong>$20,060.00</strong></td>
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Project No.: 77-3(1036)
Project Name: Fremont Southeast Beltway
CN: 22722
Tract No.: 1
It is agreed and understood that the STATE is hereby granted an immediate right of entry upon the premises described above.

Any fence constructed, reconstructed or moved by Owner/Tenant pursuant to this acquisition must be placed outside of the limits of State property. It is expressly agreed that any fence erected along the new property line by Owner/Tenant will be owned by the property owner and will not be a "division fence" as that phrase is used under Nebraska law.

The above payments shall cover all damages caused by the establishment and construction of the above project except for CROP DAMAGE, if any, which will be paid for in an amount based on the yield from the balance of the field less expenses of marketing and harvesting. CROP DAMAGE shall mean damage to such crops as are required to be planted annually and which were planted at the time of the signing of this contract and which are actually damaged due to construction of this project, but in no case shall damages be paid for more than one year's crop. The OWNER agrees to make a reasonable attempt to harvest any crop so as to mitigate the crop damage.

If any other party shall hold any encumbrance against the aforementioned property at the time of delivery of the aforementioned property, such payments as are due under this contract shall be made to the OWNER jointly with the party or parties holding such encumbrance, unless said party or parties holding such encumbrance shall have in writing waived his/her right to receive such payment.

Expenses for partial release of mortgages will be paid by the STATE, if required.

This contract shall be binding on both parties as soon as it is executed by both parties, but should none of the above real estate be required, this contract shall terminate upon the payment of $10.00 by the STATE to the OWNER.

This contract may be executed in more than one copy, each copy of which, however, shall serve as an original for all purposes, but all copies shall constitute but one and the same contract.

REMARKS

_______________________________
THIS IS A LEGAL AND BINDING CONTRACT - READ IT.
The representative of the STATE, in presenting this contract has given me a copy and explained all its provisions. A complete understanding and explanation has been given of the terminology, phrases, and statements contained in this contract. It is understood that no promises, verbal agreements or understanding, except as set forth in this contract, will be honored by the STATE.
Duly executed this ___ day of _____________________, A.D. 20____.

City of Fremont, Nebraska

______________________________
Acknowledging Member, Agent or Manager (Title)

Print or type name of Acknowledging Member, Agent or Manager

STATE OF ________________________________ )
COUNTY OF ________________________________ )ss.

On this ___ day of ________________________________, A.D., 20____, before me, a General Notary Public, duly commissioned and qualified, personally came ________________________________

______________________________ to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as Grantor(s) and acknowledged the same to be a voluntary act and deed.

WITNESS my hand and notarial seal the day and year last above written

______________________________
Notary Public

[ ]

NOTARY STAMP HERE

[ ]
STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION

By ______________________________
Brendon Schmidt - Right of Way Manager

Date ______________________________
condemnation of your property, or if you are successful in an adverse condemnation action. You may appeal our decision of eligibility for these expenses. Your written appeal must be filed with us within 60 days after we have given you written notice of our original decision. If you are still dissatisfied after our review or your appeal, you may seek judicial review of our final decision.

**Donations**

An owner may donate the property required for the project to the Department. Prior to accepting the donation, the Department must inform the owner of their right to receive just compensation for the property. Should you wish to donate your property, please discuss this with the Department’s Agent.

**May I keep my building and move it?**

You may desire to keep a building and move it if possible. The offer to you will be reduced by an amount estimated by the Department to be the salvage value during negotiations, and you will be given the date by which the property must be vacated and the structure moved. However, you must retain your own moving contractor at your own expense. A building that an owner does not retain is disposed of by the Department, either by public sale or demolition by a contractor or the Department.

**Must I pay a capital gain tax or an income tax?**

The sale of property to the state for public purposes, in most instances, is considered “involuntary conversion” by the U.S. Internal Revenue Service. You may not have to pay a capital gains tax on any profits you make in the sale of your property, provided you reinvest at least the same amount of money you received in a similar property in accordance with the Internal Revenue code.

However, federal tax laws and official interpretations may vary from time to time; thus it is best to check with your tax advisor or the Internal Revenue Service officials.

**Possession**

The Department may take possession of your property when:
- You have been paid the agreed purchase price, or
- In the case of condemnation, the Department has deposited the award of the Board of Appraisers with the County Court.

If you must move because your home has been acquired, or if you must relocate your business or farm operation because of the acquisition of your property, you will be given at least 90 days written advance notice of the date by which you are required to move. If you have to move from your home, a decent, safe and sanitary replacement dwelling must be available to you, on a nondiscriminatory basis, prior to your displacement. A “Relocation Assistance in Nebraska” brochure explains the payments and requirements for eligibility.

---

**At Your Service**

From your first notice to the final payment, you will be kept informed of all developments concerning the acquisition of your property. Every representative of the Nebraska Department of Transportation is sincerely interested in cooperating with you, as with every other owner or tenant affected by our highway program. We offer you assistance and understanding and will appreciate your confidence and good will.

Right of Way Division
Department of Transportation
PO Box 94759
Lincoln, NE 68509-4759
1-800-764-0422

**Project**

**Tract**

Persons I have talked to representing the Department:

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Notes

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**Agenda Item #11**

Highway Progress and Your Property

DEPARTMENT OF TRANSPORTATION

Good Life. Great Journey.
Highways and Your Property

As our state, cities and towns grow it becomes necessary to make changes and improvements to our roads and highways. The Nebraska Department of Transportation has the responsibility of providing safe highways. The pressure of increasingly heavy traffic requires the improvement of existing highways and the construction of new highways. The task is monumental and never-ending.

To serve this broad public interest, it sometimes becomes necessary for the state to acquire private property to construct new highways or improve and modernize the existing ones. The citizens of the State of Nebraska, through their Legislature, have given the Department statutory permission to acquire private property for this purpose. It is unfortunate that a private property owner must be inconvenienced in any way. However, the accomplishment of modern public works projects would not be possible if the land necessary was not first acquired. There would be no highways, government buildings, railroads, irrigation systems, airports, military bases, or public convenience of transportation. Right-of-way acquisition is a necessary event in the normal course of progress.

The purpose of this brochure is to help you understand methods used by the Department to acquire the land needed. Hopefully, this will provide the information you need and be a basis for mutual understanding and cooperation.

Valuation Process

Real property shall be appraised before the initiation of negotiations. The owner of a subject tract estimated to be valued in excess of $10,000 shall be given an opportunity to accompany the appraiser during inspection of the subject property. When the appraiser views your property, it is to your advantage to offer comments concerning your land or business, particularly local peculiarities and operational requirements.

You should advise the appraiser if any of these conditions exist:

- There are other persons who have ownership or interest in the property.
- There are tenants on the property.
- Items of real or personal property that belong to someone else and are located on your property.
- The presence of hazardous material, underground storage or utilities.

The appraiser will inspect your property and note its physical characteristics. He or she will review sales of properties similar to yours in order to compare the facts of those sales with the facts about your property. The appraiser will analyze all elements that affect value.

The appraiser must consider normal depreciation and physical deterioration that has taken place. By law, the appraiser must disregard the influence of the future public project on the value of the property. This requirement may be partially responsible for any difference in the fair market value and market value of your property.

The appraisal report will describe your property and the agency will determine a value based on the condition of the property on the day that the appraiser last inspected it, as compared with other similar properties that have sold.

Upon completion of the report, a Review Appraiser analyzes the report and personally inspects your property. The Review Appraiser will establish the just compensation that will be offered for your property.

Exceptions to the Appraisal Requirements

Regulations provide that the appraisal may be waived:

- If you elect to donate the property and release the Department from the obligation of completing an appraisal.
- If we believe the acquisition of your property is likely to be less than $10,000, we will prepare a Waiver Valuation to determine your property's fair market value.
- When a Compensation Estimate is prepared, the appraiser is not required to contact the owner.

Procedures Used to Acquire Real Property for Public Use

You will then be contacted by a Right of Way Agent from the Department who will make a written offer for your property. If only a portion of your property is being acquired, this offer will separate the amount for property acquired and the amount, if any, for damages to the remainder.

If there is a portion of your property which is considered by the Department to be an unhealthy remainder, you will have the right to receive an offer from the Department to acquire the remainder.

Appraisals are made for the mutual benefit of property owners and the Department. The agent does not attempt to bargain or "horse trade" for a lesser amount. The agent is not authorized to go higher than the appraised value unless certain values or damage items have been overlooked in the appraisal. If this is the case, please bring it to the attention of the agent so it can be discussed with the appraiser.

The agent will explain the requirements of the Department and present the written offer. The agent will submit to the owner a contract providing for the payment price offered by the state, a deed providing for the conveyance of the necessary right-of-way, and a payment document. The Department will give you a reasonable amount of time to consider the offer and ask questions or seek clarification of anything that is not understood.

To complete the transaction, the owner will execute these documents. The documents will then be returned to the Department for final review and approval.

The Department will pay all closing costs associated with the conveyance of the property being acquired including the following reasonable and necessary costs:

- Recording fees, transfer taxes, documentary stamps, evidence of title, surveys, and similar expenses incidental to this property transaction.
- Penalty costs or charges for prepayment of pre-existing recorded mortgages.
- The pro rata share of real estate taxes allocated to the period after we own the property.

Payment

Upon approval of the documents, payment is then mailed directly to you, except in those instances where it is necessary to arrange for electronic payment.

There are basic administrative tasks which must be performed before the payment can actually be tendered, but every effort is made to assure you receive payment in the most expeditious manner.

The Department then proceeds with the recording of the deed in the county's record.

What if a price cannot be agreed upon?

If agreement cannot be reached, the eminent domain law must be used. The Department prepares all the applications and other documents necessary to institute formal condemnation proceedings. They are filed with the office of the county court in the county where the land is located.

The prospects of a condemnation should not cause fear or apprehension. The eminent domain law provides a means of settlement of honest disagreement and protects you as well as the Department.

With proper notification to you, the county court appoints three local property owners as a Board of Appraisers. After viewing your property, the Board of Appraisers listens to your statements (or those of your representative) and those of the Department. A formal report of their findings of value is filed with the county judge. This hearing is conducted at no expense to you unless you hire an attorney or other representative.

If you or the Department are not satisfied with the award of the Board of Appraisers, either may appeal to District Court for determination by a jury.

The award by the Board of Appraisers is paid by the Department directly to the County Court. You may then secure your payment from the County Court after the specified appeal period has lapsed. In the event either you or the Department should elect to appeal the award, special arrangements may be made through the Department's attorneys to withdraw the amount of the Department's original written offer.

In some extreme and seldom occurring circumstances, you may be eligible for certain expenses if a Court decides that we cannot condemn your property, if we abandon a
Who may file a Title VI Complaint?

A complaint may be filed by any individual or group that believes they have been subjected to discrimination or retaliation based on their race, color, national origin, sex, age, disability/handicap and/or income level. The complaint may be filed by the affected party or representative and must be received in writing.

How to File a Complaint

You may file a written complaint within 180 days from the date of the alleged discrimination.

The complaint should include:

1. Your name, address and telephone number. If you are filing on behalf of another person, include their name, address, telephone number and your relation to the person (e.g. friend, attorney, parent, etc.)

2. The name and address of the agency, institution or department you believe discriminated against you.

3. Your signature.

4. A description of how, why and when you believe you were discriminated against. Include as much background information as possible about the alleged acts of discrimination.

5. The names of individuals whom you allege discriminated against you, if you know them.

6. The names of any persons, if known, that NDOT could contact for additional information to support or clarify your allegations.

Your complaint must be signed, dated and submitted to the Highway Civil Rights Coordinator.

What will happen if the recipient retaliates against me for asserting my rights or filing a complaint?

A recipient is prohibited from retaliating against you or any person because he or she reported an unlawful policy or practice, or made charges, testified or participated in any complaint action under Title VI.

What is a Recipient?

Any state, territory, possession, the District of Columbia, Puerto Rico, or any political subdivision, or instrumentality thereof, or any public or private agency, institution, or organization, or other entity, or any individual, in any state, territory, possession the District of Columbia, or Puerto Rico, to whom Federal Assistance is extended either directly or through another recipient, for any program. Recipient includes any successor, assignee, or transferee thereof. The term recipient does not include any ultimate beneficiary under any such program.

Non-discrimination Statement

Under Title VI of the Civil Rights Act of 1964 and related statutes, the Nebraska Department of Transportation ensures that no person shall, on the grounds of race, color, national origin, age, disability or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in any programs, services or activities administered by the Nebraska Department of Transportation.

Highway Civil Rights

Nebraska Department of Transportation
Chris Hassler, Highway Civil Rights Coordinator
1500 Highway 2, PO Box 94759
Lincoln, Nebraska 68509

Phone: 402-479-3553 Fax: 402-479-3728
Email: christopher.hassler@nebraska.gov

Title VI

Of the Civil Rights Act of 1964

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

NEBRASKA

Good Life. Great Journey.
DEPARTMENT OF TRANSPORTATION

Agenda Item #11
What Is Title VI of the Civil Rights Act and the Title VI Program?

Title VI of the Civil Rights Act of 1964 is the Federal law that protects individuals and groups from discrimination on the basis of their race, color, and national origin in programs and activities that receive Federal financial assistance. This also includes other civil rights provisions of Federal Statutes and related authorities to the extent that they prohibit discrimination in programs and activities receiving Federal financial aid.

Pursuant to Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and other non-discrimination authorities, it is the policy of the Nebraska Department of Transportation that discrimination on the grounds of race, color, national origin, disability/handicap, sex, age or income status shall not occur in connection with programs or activities receiving Federal financial assistance.

What discrimination is prohibited by the FHWA Title VI Program?

Discrimination under our Title VI Program is an act (action or inaction), whether intentional or unintentional, through which a person or group, solely because of race, color, national origin, disability/handicap, sex, age or income status has been otherwise subjected to unequal treatment or impact, under any program or activity receiving financial assistance from FHWA.

Many forms of illegal discrimination based on the grounds identified above do exist that can limit the opportunity for individuals and groups to gain equal access to services and programs. In operating FHWA-assisted programs, a recipient cannot discriminate either directly or through contractual or other means by:

- Denying programs, services, financial aids or other benefits.
- Providing different programs, services, financial aids or other benefits, or providing them in a manner different from that provided to others.
- Segregating or separately treating individuals or groups in any matter related to the receipt of any program, service, financial aid or benefit.
- Denying person(s) the opportunity to participate as a member of a planning, advisory or similar body.
- Denying person(s) the opportunity to participate in the program through the provision of services, or affording the opportunity to do so differently from those afforded others.

Environmental Justice

In 1994, President Clinton signed Executive Order 12898: Federal Action to Address Environmental Justice in Minority Populations and Low-Income Populations, which focused attention on Title VI by providing that, "each agency shall make achieving environmental justice part of its mission by identifying and addressing, as appropriate, disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority and low-income populations."

Title VI & Limited English Proficiency (LEP)

The Federal government, and those receiving assistance from the Federal government, must take reasonable steps to ensure that persons of Limited English Proficiency (LEP) have meaningful access to the programs, services and activities of those entities. This will require recipients to create solutions to address the needs of this ever-growing population of individuals for whom English is not their primary language.

Who is an LEP Person?

Persons who do not speak English as their primary language and have a limited ability to read, speak, write or understand English may be considered Limited English Proficient or LEP. These individuals may be entitled to language assistance with respect to a particular type of service, benefit or encounter. Anyone requiring assistance may contact the Highway Civil Rights Coordinator.

Highway Civil Rights

Nebraska Department of Transportation
Chris Hassler, Highway Civil Rights Coordinator
1500 Highway 2, PO Box 94759
Lincoln, Nebraska 68509

Phone: 402-479-3553 Fax: 402-479-3728
Email: christopher.hassler@nebraska.gov

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Agenda Item #11
The State shall deposit with the County Court and make available to the property owner the amount of the appraiser award before the State shall take physical possession of the property. If neither party appeals to the District Court, the money is available to the landowner after 30 days from the filing of the award by the Board of Appraisers. The landowner should make inquiry of the County Court as to when the award was filed.

If either the landowner or the Department of Transportation is not satisfied with the report, either may appeal to the District Court for a determination of value by a jury. In the event of such an appeal by either party, it is the usual practice of the landowner to retain an attorney to represent him/her for the jury trial in District Court.

Prior to the hearing date, the landowner may accept the Department of Transportation’s offer, and the eminent domain proceedings will be dismissed.

EMINENT DOMAIN

“NDOT understands our responsibility to private property owners. In designing and constructing the most efficient and safest roads systems possible, the department does everything it can to avoid new acquisitions for right-of-way...”

NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

NDOT Right of Way Division
P.O. Box 94759
Lincoln, NE 68509-4759
1-800 764-0422

Eminent Domain is the power of a government agency to acquire private property for public use, following the payment of just compensation to the owner of that property. Action via eminent domain indicates the government is taking ownership of the property or some lesser interest in it, such as a temporary easement. The most common uses of real property acquired through eminent domain are for public utilities, or transportation purposes such as highway right-of-way (ROW).
What is Condemnation?

The term "condemnation" is used to describe the formal act of the exercise of the power of eminent domain to transfer title to the property from a private owner to the government through the court system. This use of the word should not be confused with its sense of a declaration that property is uninhabitable due to defects. Throughout these proceedings, the property owner has the right of due process. After the condemnation action is filed, the amount of just compensation is determined in the appropriate county or district court system.

Eminent Domain Protects Citizen's Rights

Eminent domain is meant to protect the rights of private property owners. For example, the Fifth Amendment to the U.S. Constitution was drafted to protect property rights by explicitly mandating limitations on the exercise of eminent domain: "just compensation" must be paid for private property acquired for "public use." The Fourteenth Amendment established the "Due Process Clause." This specifies when governments acquire private property they are required to follow well documented procedures. Property must then be devoted to a public use and the property owner must be quickly compensated, making the owner as whole as possible through restoration or remuneration.

How Is Compensation Determined?

American courts have held that the preferred measure of "just compensation" is "fair market value," i.e., the price that a willing buyer would pay a willing seller in a voluntary transaction, with both parties fully informed of the property's features. Also, this approach takes into account the property's highest and best use (i.e., its most profitable, legal, and economically feasible use). Just compensation is determined through a process of certified review of a real property appraisal or approved valuation methods.

The Uniform Act

The Uniform Relocation Assistance and Real Property Acquisition Act of 1970, often referred to as the Uniform Act or the URA, was written to ensure fair treatment of those displaced by federally-funded programs.

It also was intended to make the process of determining just compensation standard and uniform. Most states, including Nebraska, have enacted similar legislation which mirrors the language of the URA.

The Negotiation Process

When property is being sought for right-of-way acquisition, the Nebraska Department of Transportation (NDOT) agents will assist in guiding and advising the owner through this process. The procedure starts when an agent sends a packet of information to the property owner(s) and tenant(s). This packet includes a design plan map and the appraisal of the property; additionally a contract, deed, and additional materials are included to help inform you in the acquisition and payment process. If you find the offer satisfactory, the property owner can sign the documents in the indicated places and return them in the postage prepaid envelope.

An agent should call within a few days of the mailing to ensure the offer packet has arrived. The agent will ask to meet with you to explain the details of the project, the valuation and the offer. While the offer is based on the fair market value as established by the appraiser, and just compensation set by the reviewer, it is the property owner's right to disagree with their findings. The agent may address those concerns and discuss solutions to make the owner's property rights "whole" again. The owner may present a reasonable and prudent counter-offer.

While the agent has been given deadlines to meet to complete the project, the URA specifically requires the property owner be given a reasonable amount of time to contemplate the offer. In general this reasonable time has been interpreted to be about a month; however the property owner should never feel harassed, pressured, or deceived into making a decision. Occasionally an agreement cannot be reached even after a reasonable amount of time and several contacts between property owner and agent. In those cases the file will be turned over to the Nebraska State Attorney General's office to file eminent domain procedures.

What is the Eminent Domain Procedure?

This is a general outline of the steps taken to acquire property by eminent domain. This statement should not be considered as a complete statement of all laws and procedures governing eminent domain.

When agreement with the property owner cannot be reached, appropriate documents commencing eminent domain proceedings are filed by the State Attorney General on behalf of NDOT with the County Court where the property is located. The Judge then appoints three local property owners, who are familiar with local real property values, as a Board of Appraisers.

After proper notification to the landowner of the time and place of hearing, the appointed Board of Appraisers views the property and listens to statements of the landowner or his representatives as to their opinion of land value and damages and to statements of the Department of Transportation's representatives. The appointed Board of Appraisers then files a formal report of their findings of value with the County Court.

While the landowner is not required to attend the hearing, it is in your best interest to do so. The landowner may elect to present a statement to the Board of Appraisers or may wish to retain an attorney to represent him. Unless the landowner elects to retain an attorney, the above described hearing is conducted at no expense to the landowner.
Nebraska Department of Transportation - Right of Way Division

Civil Rights Survey

The Federal Highway Administration (FHWA) works collaboratively with the Nebraska Department of Transportation (NDOT) to protect the rights of those impacted by transportation projects receiving Federal-aid by ensuring that applicable laws, regulations, and policies are being complied with. As stated under 23 CFR 200.9, NDOT has the responsibility to uphold the rules relating to the civil rights of impacted citizens and affected communities by highway construction projects.

23 CFR 200.9 b 4 is the reason for this survey and is written as follows:

Sec. 200.9 State highway agency responsibilities.

(a) State assurances in accordance with Title VI of the Civil Rights Act of 1964.

(1) Title 49, CFR part 21 (Department of Transportation Regulations for the implementation of Title VI of the Civil Rights Act of 1964) requires assurances from States that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the recipient receives Federal assistance from the Department of Transportation, including the Federal Highway Administration.

(b) State actions. (1) Establish a civil rights unit and designate a coordinator who has a responsible position in the organization and easy access to the head of the State highway agency. This unit shall contain a Title VI Equal Employment Opportunity Coordinator or a Title VI Specialist, who shall be responsible for initiating and monitoring Title VI activities and preparing required reports.

(4) Develop procedures for the collection of statistical data (race, color, religion, sex, and national origin) of participants in, and beneficiaries of State highway programs, i.e., relocatees, impacted citizens and affected communities.

This Civil Rights Survey is intended to ensure that NDOT is collecting the statistical data needed to assure Federal Compliance. Answering these questions is entirely voluntary. You are requested to return this form to the NDOT, whether you choose to complete it or not.

Race/Color:

☐ White       ☐ Hispanic/Latino       ☐ Black      ☐ American Indian/Alaskan Native
☐ Asian       ☐ Native Hawaiian/Other Pacific Islander ☐ Multi-racial
☐ Other: ________________________________

Religion: ________________________________

Sex: ☐ Male       ☐ Female

National Origin: ________________________________

Project Number: 77-3 (1036))

Tract Number: 2
Affidavit

I, ________________________________, the undersigned, swear or affirm that the following is true and accurate to the best of my knowledge:

1. I am the __________________ for __________________, (title ) (name of organization)
   organized in accordance with the laws of the State of __________________ and/ or
   lawfully operating in the State of Nebraska; and

2. In that capacity or by resolution of the __________________ (governing body)
   dated __________________, _____, I am authorized to sign any and all documentation on behalf
   of the above named entity regarding the sale or use of property rights in general or specifically
   with the State of Nebraska - Department of Transportation project as noted at the close of this page.

Dated this _____ day of ____________________, 20____.

________________________________________
Signature

________________________________________
Print Name

State of __________________
   )
   ss
County of __________________

Subscribed and sworn before me this _____ day of ____________________, 20____.

________________________________________
Notary Public

Project No.: 77-3(1036)
Project Name: Fremont Southeast Beltway
Control Number: 22722
Tract No.: 2
ACQUISITION CONTRACT

Copies to:
1. Right of Way Division, NDOT
2. Owner (NDOT Approved)
3. Owner
4. District

Project No.: 77-3(1036)
Project Name: Fremont Southeast Beltway
Control No.: 22722
Tract No.: 2

THIS CONTRACT, made and entered into this ______ day of ____________, 20_____
by and between City of Fremont,
Address: 400 E. Military Avenue, Fremont NE 68025, hereinafter called the OWNER, and the Nebraska
Department of Transportation, hereinafter called the STATE.

RIGHT OF WAY

WITNESSETH: In consideration of the payment or payments as specified below, the OWNER hereby
agrees to execute to the STATE, a deed which will be prepared and furnished by the STATE, to certain real
estate described as follows:

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER
OF SECTION 26, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE SIXTH PRINCIPAL MERIDIAN,
DODGE COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF TAX LOT 51 ON THE EAST LINE OF THE
EXISTING HIGHWAY 77 RIGHT-OF-WAY; THENCE EASTERLY, ALONG THE NORTH LINE OF TAX
LOT 51, A DISTANCE OF 198.00 FEET; THENCE SOUTHEASTERLY, DEFLECTING 45 DEGREES, 41
MINUTES, 55 SECONDS, RIGHT, A DISTANCE OF 80.46 FEET; THENCE SOUTHEASTERLY,
DEFLECTING 05 DEGREES, 07 MINUTES, 43 SECONDS, LEFT, A DISTANCE OF 104.59 FEET;
THENCE SOUTHEASTERLY, DEFLECTING 04 DEGREES, 25 MINUTES, 35 SECONDS, LEFT, A
DISTANCE OF 82.64 FEET; THENCE SOUTHEASTERLY, DEFLECTING 13 DEGREES, 50 MINUTES,
29 SECONDS, LEFT, A DISTANCE OF 33.28 FEET; THENCE EASTERLY, DEFLECTING 21 DEGREES,
58 MINUTES, 18 SECONDS, LEFT, A DISTANCE OF 37.55 FEET, TO THE WEST LINE OF THE
EXISTING MAIN STREET RIGHT-OF-WAY; THENCE SOUTHERLY, DEFLECTING 90 DEGREES, 00
MINUTES, 00 SECONDS, RIGHT, ALONG SAID WEST LINE OF THE EXISTING MAIN STREET
RIGHT-OF-WAY, A DISTANCE OF 190.77 FEET; THENCE WESTERLY, DEFLECTING 90 DEGREES, 00
MINUTES, 00 SECONDS, RIGHT, ALONG SAID EXISTING MAIN STREET RIGHT-OF-WAY, A
DISTANCE OF 14.00 FEET; THENCE SOUTHWESTERLY, DEFLECTING 35 DEGREES, 14 MINUTES,
15 SECONDS, LEFT, A DISTANCE OF 309.17 FEET; THENCE NORTHEASTERLY, DEFLECTING 151
DEGREES, 23 MINUTES, 40 SECONDS, RIGHT, A DISTANCE OF 98.13 FEET; THENCE
NORTHWESTERLY, DEFLECTING 38 DEGREES, 46 MINUTES, 58 SECONDS, LEFT, A DISTANCE OF
153.03 FEET; THENCE NORTHWESTERLY DEFLECTING 26 DEGREES, 41 MINUTES, 30 SECONDS,
LEFT, A DISTANCE OF 342.24 FEET, TO THE EAST RIGHT-OF-WAY LINE OF HIGHWAY 77; THENCE
NORTHERLY, DEFLECTING 43 DEGREES, 30 MINUTES, 36 SECONDS, RIGHT, ALONG SAID EAST
RIGHT-OF-WAY LINE OF HIGHWAY 77, A DISTANCE OF 51.58 FEET, TO THE POINT OF BEGINNING,
CONTAINING 2.81 ACRES, MORE OR LESS.

THERE WILL BE NO INGRESS OR EGRESS OVER THE FOLLOWING DESCRIBED CONTROLLED
ACCESS LINE LOCATED IN THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 17 NORTH,
RANGE 8 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DODGE COUNTY, NEBRASKA, DESCRIBED
AS FOLLOWS:

REFERRING TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 26;
THENCE EASTERLY, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF
398.00 FEET, TO A POINT ON THE EAST LINE OF THE EXISTING HIGHWAY 77 RIGHT-OF-WAY;
THENCE NORTHERLY, DEFLECTING 88 DEGREES, 02 MINUTES, 34 SECONDS, LEFT, ALONG SAID
EAST LINE OF THE EXISTING HIGHWAY 77 RIGHT-OF-WAY, A DISTANCE OF 376.10 FEET, TO THE
SOUTH PROPERTY LINE OF THE GRANTOR(S) AND THE POINT OF BEGINNING; THENCE
NORTHEASTERLY, DEFLECTING 40 DEGREES, 56 MINUTES, 39 SECONDS, RIGHT, ALONG THE
SOUTH PROPERTY LINE OF THE GRANTOR(S), A DISTANCE OF 221.23 FEET; THENCE
NORTHEASTERLY, DEFLECTING 12 DEGREES, 09 MINUTES, 00 SECONDS, RIGHT, ALONG SAID
SOUTH PROPERTY LINE OF THE GRANTOR(S), A DISTANCE OF 113.83 FEET; THENCE
NORTHWESTERLY, DEFLECTING 28 DEGREES, 36 MINUTES, 21 SECONDS, LEFT, A DISTANCE OF
98.13 FEET; THENCE NORTHWESTERLY, DEFLECTING 38 DEGREES, 46 MINUTES, 58 SECONDS,
LEFT, A DISTANCE OF 153.03 FEET; THENCE NORTHWESTERLY, DEFLECTING 26 DEGREES, 41
MINUTES, 30 SECONDS, LEFT, A DISTANCE OF 342.24 FEET, TO THE EAST LINE OF THE
EXISTING HIGHWAY 77 RIGHT-OF-WAY AND THE POINT OF TERMINATION; THENCE NORTHERLY,
DEFLECTING 43 DEGREES, 30 MINUTES, 35 SECONDS, RIGHT, ALONG THE EAST LINE OF THE
EXISTING HIGHWAY 77 RIGHT-OF-WAY, A DISTANCE OF 51.58 FEET, TO THE NORTH PROPERTY
LINE OF THE GRANTOR(S); THENCE EASTERLY, DEFLECTING 85 DEGREES, 28 MINUTES, 38
SECONDS, RIGHT, ALONG SAID NORTH PROPERTY LINE OF THE GRANTOR(S), A DISTANCE OF
198.00 FEET, TO THE POINT OF RESUMPTION; THENCE SOUTHEASTERLY, DEFLECTING 45
DEGREES, 41 MINUTES, 55 SECONDS, RIGHT, A DISTANCE OF 80.46 FEET; THENCE
SOUTHEASTERLY, DEFLECTING 05 DEGREES, 07 MINUTES, 43 SECONDS, LEFT, A DISTANCE OF
104.59 FEET; THENCE SOUTHEASTERLY, DEFLECTING 04 DEGREES, 25 MINUTES, 35 SECONDS,
LEFT, A DISTANCE OF 82.64 FEET; THENCE SOUTHEASTERLY, DEFLECTING 13 DEGREES, 50
MINUTES, 29 SECONDS, LEFT, A DISTANCE OF 33.28 FEET; THENCE EASTERLY, DEFLECTING 21
DEGREES, 58 MINUTES, 18 SECONDS, LEFT, A DISTANCE OF 37.56 FEET, TO THE WEST LINE OF
THE EXISTING MAIN STREET RIGHT-OF-WAY AND POINT OF TERMINATION.

SAID GRANTOR DOES HEREBY RETAIN AND RESERVE TO SAID GRANTOR AND TO ITS
HEIRS, SUCCESSORS AND ASSIGNS ALL RIGHTS TO MINERALS, IN OR ON THE ABOVE DESCRIBED
REAL PROPERTY. SAID GRANTOR AND/OR ITS HEIRS, SUCCESSORS AND ASSIGNS SHALL HAVE
NO RIGHT TO ENTER OR USE THE SURFACE OF SAID REAL PROPERTY FOR ANY PURPOSE
CONCERNING SAID MINERAL RIGHTS, NOR SHALL SAID GRANTOR AND/OR ITS HEIRS,
SUCCESSORS AND ASSIGNS IN EXTRACTING SAID MINERALS FROM SAID REAL PROPERTY,
DAMAGE OR IN ANY WAY IMPAIR THE USE OF SAID REAL PROPERTY.

The STATE agrees to purchase the above described Right of Way and/or Easement(s) and to pay,
therefore, upon the delivery of said executed Deed and/or Easement(s). If the OWNER so desires, he/she
shall have the right to receive 100% of the final payments due under this contract prior to vacating
the premises being acquired.

| 2.81ac of Special Use at $6,000.00/ac         | $16,860.00 |
| Light Pole Removal                           | $2,000.00  |
| Chain Link Fence                             | $1,200.00  |
| **TOTAL**                                    | **$20,060.00** |
It is agreed and understood that the STATE is hereby granted an immediate right of entry upon the premises described above.

Any fence constructed, reconstructed or moved by Owner/Tenant pursuant to this acquisition must be placed outside of the limits of State property. It is expressly agreed that any fence erected along the new property line by Owner/Tenant will be owned by the property owner and will not be a "division fence" as that phrase is used under Nebraska law.

The above payments shall cover all damages caused by the establishment and construction of the above project except for CROP DAMAGE, if any, which will be paid for in an amount based on the yield from the balance of the field less expenses of marketing and harvesting. CROP DAMAGE shall mean damage to such crops as are required to be planted annually and which were planted at the time of the signing of this contract and which are actually damaged due to construction of this project, but in no case shall damages be paid for more than one year’s crop. The OWNER agrees to make a reasonable attempt to harvest any crop so as to mitigate the crop damage.

If any other party shall hold any encumbrance against the aforementioned property at the time of delivery of the aforementioned property, such payments as are due under this contract shall be made to the OWNER jointly with the party or parties holding such encumbrance, unless said party or parties holding such encumbrance shall have in writing waived his/her right to receive such payment.

Expenses for partial release of mortgages will be paid by the STATE, if required.

This contract shall be binding on both parties as soon as it is executed by both parties, but should none of the above real estate be required, this contract shall terminate upon the payment of $10.00 by the STATE to the OWNER.

This contract may be executed in more than one copy, each copy of which, however, shall serve as an original for all purposes, but all copies shall constitute but one and the same contract.

REMARKS

 THIS IS A LEGAL AND BINDING CONTRACT - READ IT.
The representative of the STATE, in presenting this contract has given me a copy and explained all its provisions. A complete understanding and explanation has been given of the terminology, phrases, and statements contained in this contract. It is understood that no promises, verbal agreements or understanding, except as set forth in this contract, will be honored by the STATE.
Duly executed this ___ day of __________________, A.D. 20__.

City of Fremont, Nebraska

__________________________
Acknowledging Member, Agent or Manager (Title)

Print or type name of Acknowledging Member, Agent or Manager

STATE OF ______________________
COUNTY OF ____________________

ss.

On this ___ day of ____________________, A.D., 20____, before me, a General Notary Public, duly commissioned and qualified, personally came ______________________

__________________________
__________________________

______________
Notary Public

[               ]

NOTARY STAMP HERE

[               ]

Project No.: 77-3(1036)
Project Name: Fremont Southeast Beltway
CN: 22722
Tract No.: 2
FOR REGISTER OF DEEDS USE ONLY
Return to: Karla Smith
Nebraska Dept. of Transportation, R.O.W. Division
Box 94759
Lincoln, NE 68509-4759

WARRANTY DEED

PROJECT: 77-3(1036)  C.N.: 22722  TRACT: 2

KNOW ALL PERSONS BY THESE PRESENTS:

THAT: City of Fremont

hereinafter known as the Grantor, for and in consideration of the sum of ONE AND NO/100----($1.00)----DOLLAR AND OTHER VALUABLE CONSIDERATION in hand paid does hereby grant, bargain, sell, convey and confirm unto THE STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION, the following described real property;

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DODGE COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF TAX LOT 51 ON THE EAST LINE OF THE EXISTING HIGHWAY 77 RIGHT-OF-WAY, THENCE EASTERLY, ALONG THE NORTH LINE OF TAX LOT 51, A DISTANCE OF 198.00 FEET; THENCE SOUTHEASTERLY, DEFLECTING 45 DEGREES, 41 MINUTES, 55 SECONDS, RIGHT, A DISTANCE OF 80.46 FEET; THENCE SOUTHEASTERLY, DEFLECTING 05 DEGREES, 07 MINUTES, 43 SECONDS, LEFT, A DISTANCE OF 104.59 FEET; THENCE SOUTHEASTERLY, DEFLECTING 04 DEGREES, 25 MINUTES, 35 SECONDS, LEFT, A DISTANCE OF 82.64 FEET; THENCE SOUTHEASTERLY, DEFLECTING 13 DEGREES, 50 MINUTES, 29 SECONDS, LEFT, A DISTANCE OF 33.28 FEET; THENCE EASTERLY, DEFLECTING 21 DEGREES, 58 MINUTES, 18 SECONDS, LEFT, A DISTANCE OF 37.55 FEET, TO THE WEST LINE OF THE EXISTING MAIN STREET RIGHT-OF-WAY; THENCE SOUTHERLY, DEFLECTING 90 DEGREES, 00 MINUTES, 00 SECONDS, RIGHT, ALONG SAID WEST LINE OF THE EXISTING MAIN STREET RIGHT-OF-WAY, A DISTANCE OF 190.77 FEET; THENCE WESTERLY, DEFLECTING 90 DEGREES, 00 MINUTES, 00 SECONDS, RIGHT, ALONG SAID EXISTING MAIN STREET RIGHT-OF-WAY, A DISTANCE OF 14.00 FEET; THENCE SOUTHWESTERLY, DEFLECTING 35 DEGREES, 14 MINUTES, 15 SECONDS, LEFT, A
WARRANTY DEED

PROJECT: 77-3(1036)  C.N.: 22722  TRACT: 2

DISTANCE OF 309.17 FEET; THENCE NORTHEASTERLY, DEFLECTING 151 DEGREES, 23 MINUTES,
40 SECONDS, RIGHT, A DISTANCE OF 98.13 FEET; THENCE NORTHWESTERLY, DEFLECTING 38
DEGREES, 46 MINUTES, 58 SECONDS, LEFT, A DISTANCE OF 153.03 FEET; THENCE
NORTHWESTERLY DEFLECTING 26 DEGREES, 41 MINUTES, 30 SECONDS, LEFT, A DISTANCE OF
342.24 FEET, TO THE EAST RIGHT-OF-WAY LINE OF HIGHWAY 77; THENCE NORTHERLY,
DEFLECTING 43 DEGREES, 30 MINUTES, 36 SECONDS, RIGHT, ALONG SAID EAST RIGHT-OF-WAY
LINE OF HIGHWAY 77, A DISTANCE OF 51.58 FEET, TO THE POINT OF BEGINNING, CONTAINING
2.81 ACRES, MORE OR LESS.

THERE WILL BE NO INGRESS OR EGRESS OVER THE FOLLOWING DESCRIBED
CONTROLLED ACCESS LINE LOCATED IN THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP
17 NORTH, RANGE 8 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DODGE COUNTY, NEBRASKA,
DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION
26; THENCE EASTERLY, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE
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THENCE NORTHERLY, DEFLECTING 88 DEGREES, 02 MINUTES, 34 SECONDS, LEFT, ALONG SAID
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NORTHWESTERLY, DEFLECTING 46 DEGREES, 56 MINUTES, 39 SECONDS, RIGHT, ALONG THE
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NORTHWESTERLY, DEFLECTING 12 DEGREES, 09 MINUTES, 00 SECONDS, RIGHT, ALONG SAID
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LINE OF THE GRANTOR(S); THENCE EASTERLY, DEFLECTING 85 DEGREES, 28 MINUTES, 38
SECONDS, RIGHT, ALONG SAID NORTH PROPERTY LINE OF THE GRANTOR(S), A DISTANCE OF
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LEFT, A DISTANCE OF 82.64 FEET; THENCE SOUTHEASTERLY, DEFLECTING 13 DEGREES, 50
MINUTES, 29 SECONDS, LEFT, A DISTANCE OF 33.28 FEET; THENCE EASTERLY, DEFLECTING 21
DEGREES, 58 MINUTES, 18 SECONDS, LEFT, A DISTANCE OF 37.55 FEET, TO THE WEST LINE OF
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SAID GRANTOR DOES HEREBY RETAIN AND RESERVE TO SAID GRANTOR AND TO ITS
HEIRS, SUCCESSORS AND ASSIGNS ALL RIGHTS TO MINERALS, IN OR ON THE ABOVE DESCRIBED
REAL PROPERTY. SAID GRANTOR AND/OR ITS HEIRS, SUCCESSORS AND ASSIGNS SHALL HAVE
NO RIGHT TO ENTER OR USE THE SURFACE OF SAID REAL PROPERTY FOR ANY PURPOSE
CONCERNING SAID MINERAL RIGHTS, NOR SHALL SAID GRANTOR AND/OR ITS HEIRS,
SUCCESSORS AND ASSIGNS IN EXTRACTING SAID MINERALS FROM SAID REAL PROPERTY,
DAMAGE OR IN ANY WAY IMPAIR THE USE OF SAID REAL PROPERTY.
WARRANTY DEED

PROJECT: 77-3(1036) C.N.: 22722 TRACT: 2

TO HAVE AND TO HOLD said real property, hereby known to include real estate together with all Tenements, Hereditaments and Appurtenances thereunto belonging, unto THE STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION, and to its successors and assigns forever.

Said Grantor does hereby covenant with THE STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION, and with its successors and assigns; that said Grantor is lawfully seized of said real property; that said real property is free from encumbrance; that said Grantor is duly authorized to sell said real property; that said Grantor warrants and will defend that title to said real property against the lawful claims of all persons, whomsoever.
WARRANTY DEED

PROJECT: 77-3(1036)                  C.N.: 22722                  TRACT: 2

Duly executed this ____ day of ______________________, A.D. 20____.

City of Fremont

by

___________________________________________
Authorized Officer or Agent

___________________________________________
Print name of Authorized Officer or Agent and Title

STATE OF _________________________________)
COUNTY OF _______________________________)

ss.

The foregoing instrument was acknowledged before me this ____ day of _______________________,

A.D., 20____, by __________________________________________, ___________________________,
(Signer of instrument) (Title of officer or agent)

of _________________________________, on behalf of the corporation.
(Name of Corporation)

___________________________________________
Notary Public

[Stamp]

[Stamp]

[Stamp]
STATE OF NEBRASKA W-9 & ACH ENROLLMENT FORM

PLEASE SUBMIT FORM TO INVOICED AGENCY

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2. Business name/disregarded entity name, if different from above

3. Check appropriate box for federal tax classification; check only one of the following boxes:
   - Individual
   - Sole proprietor
   - C Corporation
   - S Corporation
   - Partnership
   - Trust/Estate
   - Non-Profit Entity
   - Government (Local, State or Federal)
   - Limited Liability Company. Enter the tax classification (C = C Corporation, S = S Corporation, P = Partnership) ______
   - Other (see instructions)
   Note: Enter the owner’s name on line 1 and mark the appropriate federal tax classification box for disregarded entities.

4. Exemptions (see instructions): Exempt payee code (if any) ______ Exemption from FATCA reporting code (if any) ______

5. Address:

6. City, state, and ZIP code

Taxpayer Identification Number (TIN):
   Social Security Number (SSN): OR Employer Identification Number (EIN):

Certification:
Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding due to failure to report interest and dividend income, and
3. I am a U.S. citizen or other U.S. person (defined in the instructions), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.


Signature of US Person: ___________ Date: ___________

Printed Name: ___________ Contact Phone: ___________

Comments or Business/Entity Notes:

ACH Enrollment: (Rev. December 2014) Initial Setup Change Close Account

This information is REQUIRED to process ACH payments. Without this information, your payment may be delayed.

Financial Institution Name: Nine Digit Routing Number: Prior Routing Number: *

Address:
Depositor Account Number: Prior Account Number: *

City, state and ZIP code:

Type of Account: * Prior ACH instructions are required to be completed if changing/updating your ACH instructions with the State of Nebraska.

Checking Savings

E-mail: ____________________________
(Used for ACH payment notifications)

Authorized Individual or Entity Signature: ____________________________

Attachment Required!
(Select and attach one of the following items for verification):

Printed Name: ___________ Title: ___________ Date: ___________

Blank check (voided) or Photocopy of a cleared check
Letter or statement from your financial institution
Vendor invoice or letter which contains printed ACH instructions

Internal Use Only: Project Number: 77-3(1036) Control Number: 22722 Tract Number: 2

Page 177 of 191
CITY OF FREMONT, NEBRASKA
ORDINANCE NO. 2019-______
(Sale of City Owned Real Estate)

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, PERTAINING TO THE SALE AND CONVEYANCE OF REAL ESTATE OWNED BY THE CITY OF FREMONT, NEBRASKA TO THE STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION, PURSUANT TO NEBRASKA STATE LAW.

BE IT ORDAINED by The Mayor and City Council of The City Of Fremont, Nebraska;

Section 1. The City of Fremont, Nebraska owns certain reals estate located in Fremont, Nebraska legally described as:

A tract of land located in the Southwest Quarter of the Southwest Quarter of Section 26, Township 17 North, Range 8 East of the Sixth Principal Meridian, Dodge County, Nebraska, described as follows:

Beginning at the Northwest Corner of Tax Lot 51 on the East line of the Existing Highway 77 Right-of-Way; Thence Easterly, along the North line of Tax Lot 51, a distance of 198.00 Feet; thence Southeasterly, deflecting 45 degrees, 41 Min, 55 Sec, right, a distance of 80.46 feet; thence Southeasterly, deflecting 05 degrees, 07 min, 43 sec, Left, a distance of 104.59 feet; thence Southeasterly, deflecting 04 degrees, 25 min, 35 sec, left, a distance of 82.64 feet; thence Southeasterly, deflecting 13 degrees, 50 min, 29 sec, left, a distance of 33.28 feet; thence Easterly, deflecting 21 Degrees, 58 min, 18 sec, left, a distance of 37.55 feet, to the West line of the existing Main Street Right-of-Way; thence Southerly, deflecting 90 degrees, 00 min, 00 sec, right, along said West line of the existing Main Street Right-of Way, a distance of 190.77 feet; thence Westerly, deflecting 90 degrees, 00 min, 00 sec, right, along said existing Main Street Right-of-Way, a distance of 14.00 feet; thence Southwesterly, deflecting 35 degrees, 14 min, 15 sec, left a distance of 309.17 feet; thence Northeasterly, deflecting 151 degrees, 23 min, 40 sec, right a distance of 98.13 feet; thence Northwesterly, deflecting 38 degrees, 46 min, 58 sec, left, a distance of 153.03 feet; thence Northwesterly deflecting 26 degrees, 41 min, 30 sec, left, a distance of 342.24 feet, to the East Right-of-Way line of Highway 77; thence Northernly, deflecting 43 degrees, 30 min, 36 sec, right, along said East Right-of-Way line of Highway 77, a distance of 51.58 feet, to the Point of Beginning, containing 2.81 Acres, More or Less

Section 2. The City Council of the City of Fremont, Nebraska hereby finds and determines that is necessary and desirable to sell the Property, consisting of approximately 2.81 acres of land owned by the City of Fremont, Nebraska to the State of Nebraska, Nebraska Department of Transportation, pursuant to the terms of and in compliance with Nebraska Revised Statutes § 16-202.

Section 3. The terms upon which the City of Fremont, Nebraska shall sell the subject real estate to the State of Nebraska, Nebraska Department of Transportation, shall require a purchase price of Twenty Thousand Sixty Dollars and Zero Cents, ($20,060.00). The sale of such real estate to the State of Nebraska, Nebraska Department of Transportation is subject to the following conditions:
a) The City of Fremont, Nebraska compliance with the requirements of Nebraska Revised Statutes § 16-202, which requires the publication of the intent of the City to sell the subject real estate and no remonstrance filed by thirty percent (30%) of the voting public in objection thereto;

b) Upon successful completion of the remonstrance period, the Mayor is authorized to sign all said purchase agreements and documents.

The terms of such sale are contained in the proposes Real Estate Purchase Agreements attached as Exhibit “A” and incorporated by this reference.

Section 4. The Ordinance shall be in full force and effect from and after it’s final passage and publication as required by law. In accordance with Nebraska Revised Statutes § 16-202, the Notice of the proposed sale shall be published for three (3) consecutive weeks in a legal newspaper published in and of general circulation in the City of Fremont, Nebraska.

PASSED AND APPROVED THIS ____ DAY OF _______________ 2019

SCOTT GETZSCHMAN, MAYOR

ATTEST:

______________________________
TYLER FICKEN
CITY CLERK
STAFF REPORT

TO: Utility and Infrastructure Board
FROM: Dave Goedeken, Director of Public Works/City Engineer
DATE: October 29, 2019
SUBJECT: October 21, 2019 Traffic Committee Report

Recommendation: Recommend approval of the October 21, 2019 Traffic Committee Report and Committee recommendations.

Background: City Staff meets monthly to consider traffic related issues in the City of Fremont. The committee met on October 21st to consider three items. (See Attached Committee Report)

1) Speeding on 4th Street between Grant and 4th Avenue.

2) Placement of “No Engine Breaking” signs on Morningside Road between Hwy 275 and Luther Road.

3) Removal of parking stall on North side of 5th Street between “C” and “D” Streets.

4) Consider request of property owner on Lincoln Road between 16th and 19th Streets for parking restrictions at drive approaches.

5) Request for posting of speed limit signs on 9th Street between Davenport Avenue and Edearl Lane.

The committee recommends the following:

- No further action on 4th Street.
- Approve resolution to place “No Engine Breaking” signs on Morningside.
- Continue 5th Street parking stall issue to the November Committee Meeting.
- Allow Police Department to monitor parking stall violations on Lincoln Ave
- No further action on 9th Street.

Fiscal Impact: The City will have the expense of the additional sign placement.
Items for Discussion  

October 21, 2019

Attendees: Dave Goedeken, Mark Vylidhal, Jeff Elliot, Veronica Trujillo

1) Speeding on 4th Street between Grant and 4th Avenue.

The Committee had received a request to check the speeds of traffic in this segment of 4th Street. The Police Department was also contacted by the same individual with the same concerns. Grant Elementary is in the vicinity, the street is not posted for speed. By city code, the street would be a 25 mph zone.

Chief Elliot reported that officers have monitored this area due to the complaint. However, speeding was not observed and no tickets were issued. The Public Works Department placed traffic counters in the vicinity to determine volumes and speeds of traffic. Speed observed by the counters was in tolerance of the 25 mph.

The committee recommends no further action being taken.

2) Placement of “No Engine Breaking” signs on Morningside Road between Hwy 275 and Luther Road.

Complaints have been received regarding excessive noise due to engine breaking in this stretch of Morningside Road.

Vylidhal reported there are no signs in the area and the Street Dept has received similar complaints recently.

The committee recommends placement of “No Engine Breaking” signs both in the Westbound and Eastbound directions. This sign would be considered a regulatory sign and needs to be approved by the City Council by resolution.

3) Removal of parking stall on North side of 5th Street between “C” and “D” Streets.

This parking stall is located immediately in front of the First Baptist Church. There is a row of stalls between “C” Street and the drive into the residence in front of the church.
The last stall in front of the residence is very close to the drive approach and encroaches into the movement of vehicles entering and exiting the drive.

The committee looked at the drive and considered the closeness of the west limit of the stall in relation to the drive approach and agreed it is very close.

**Public Works will survey this stall and existing stalls east of this one and determine if all the stalls can be shortened and increasing the distance between the drive approach and the stall. Committee will consider the issue again at the November meeting.**

4) Consider request of property owner on Lincoln Road between 16th and 19th Streets for parking restrictions at drive approaches.

Vyhildal received a request to paint curb red on both sides of the drive at 1711 Lincoln Road. The property owner was concerned that vehicles are parking too close to his drive approaches and making it difficult to enter and exit drive. The property is across the street from Fremont Highschool and number of parked vehicles in the area is high while school is in session and during school events.

The Committee determined it isn’t practical to mark drive approaches in every instance along this stretch of street. Chief Elliot felt it would be a better option for the police to periodically monitor the situation for violations of the driveway spaces.

5) Request for posting of speed limit signs on 9th Street between Davenport Avenue and Edearl Lane.

The Committee received a request for a speed limit sign on 9th Street between Edearl and Davenport. The speed is not posted, by city code the speed limits would be 25 mph.

Chief Elliot was unaware of a need or request for the posting of signs. Therefore, the Police have not conducted speed checks in the area. Public Works has placed traffic counters to determine volumes and speeds of vehicles. The result of the traffic counters determined the volume of traffic to be very low and the 85 percentile speed is less than 20 mph.

The Committee considered the results and recommends no further action taken.

Request to add a speed limits sign on 9th Street between Edearl Lane and Davenport
STAFF REPORT

TO: Utility and Infrastructure Board
FROM: Troy Schaben, Assistant City Administrator - Utilities
DATE: October 29, 2019
SUBJECT: Electric Rate Adjustments

Recommendation: Approve correction to Utility Rates

BACKGROUND: On September 10th, 2019 the UIB approved electrical rates. There were errors in the 2019 portion of Sections VI and VII. This is the corrected rate schedule.

FISCAL IMPACT: None. The fiscal analysis was completed using the correct rates.
ORDINANCE NO. 5511

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, ESTABLISHING RATE SCHEDULES FOR ELECTRICITY CONSUMED BY CUSTOMERS OF THE MUNICIPAL ELECTRIC SYSTEM; DEFINING TERMS; REPEALING ORDINANCE NO. 5504 AND ALL OTHER ORDINANCES OR PART OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE, PROVIDING WHEN THE RATE SCHEDULES ARE EFFECTIVE; AND PROVIDING WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA, THAT:

SECTION I. RATE SCHEDULE - RESIDENCE SERVICE. The monthly rates shall be applicable to single family residences within the corporate limits of the City for household purposes only, such service to be limited to single-phase electric service only. Separate family units in new multi-family dwellings shall be separately metered.

Rates effective for all billings after November 1, 2019:

<table>
<thead>
<tr>
<th>Winter Rate (October-May)</th>
<th>Summer Rate (June-September)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Charge: $17.00 per month</td>
<td>Customer Charge: $17.00 per month</td>
</tr>
<tr>
<td>Energy Charge: All kWh $0.07500 per kWh</td>
<td>Energy Charge: All kWh $0.1180 per kWh</td>
</tr>
</tbody>
</table>

Rates effective for all billings after November 1, 2020:

<table>
<thead>
<tr>
<th>Winter Rate (October-May)</th>
<th>Summer Rate (June-September)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Charge: $18.00 per month</td>
<td>Customer Charge: $18.00 per month</td>
</tr>
<tr>
<td>Energy Charge: All kWh $0.0780 per kWh</td>
<td>Energy Charge: All kWh $0.1190 per kWh</td>
</tr>
</tbody>
</table>

Minimum Bill: The minimum monthly bill shall be the customer charge.

Late Payment: A late payment fee of ten (10) percent of the total monthly bill (maximum of $10.00) will be added to any bill not paid by the due date.

SECTION II. RATE SCHEDULE - SUBURBAN SERVICE. The monthly rates for suburban service shall be applicable to single family residences outside the corporate limits of the City for household and farming purposes only, such service to be limited to single-phase electric service only with no motors larger than 10 horsepower. Separate family units in new multi-family dwellings shall be separately metered.

Rates effective for all billings after November 1, 2019:

<table>
<thead>
<tr>
<th>Winter Rate (October-May)</th>
<th>Summer Rate (June-September)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Charge: $19.50 per month</td>
<td>Customer Charge: $19.50 per month</td>
</tr>
<tr>
<td>Energy Charge: First 700 kWh $0.0800 per kWh</td>
<td>Energy Charge: All kWh $0.1250 per kWh</td>
</tr>
<tr>
<td>Over 700 kWh $0.0765 per kWh</td>
<td></td>
</tr>
</tbody>
</table>

Rates effective for all billings after November 1, 2020:

<table>
<thead>
<tr>
<th>Winter Rate (October-May)</th>
<th>Summer Rate (June-September)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Charge: $20.50 per month</td>
<td>Customer Charge: $20.50 per month</td>
</tr>
<tr>
<td>Energy Charge: All kWh $0.0802 per kWh</td>
<td>Energy Charge: All kWh $0.1270 per kWh</td>
</tr>
</tbody>
</table>

Minimum Bill: The minimum monthly bill shall be the customer charge.
Late Payment: A late payment fee of ten (10) percent of the total monthly bill (maximum of $10.00) will be added to any bill not paid by the due date.

SECTION III. RATE SCHEDULE - COMMERCIAL SERVICE. The monthly rates for commercial service shall be applicable to single-phase electric service only, with no motors larger than 10 horsepower and no electric appliances larger than 12 kVA, or three-phase service with a monthly demand of 20 kW or less. The demand limitation is not applicable where the three-phase service is for outdoor recreational lighting.

Rates effective for all billings after November 1, 2019:

<table>
<thead>
<tr>
<th>Winter Rate (October-May)</th>
<th>Summer Rate (June-September)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Charge Single-Phase: $33.00 per month</td>
<td>Customer Charge Single-Phase: $33.00 per month</td>
</tr>
<tr>
<td>Customer Charge Three-Phase: $90.00 per month</td>
<td>Customer Charge Three-Phase: $90.00 per month</td>
</tr>
<tr>
<td>Energy Charge: First 900 kWh $0.0980 per kWh</td>
<td>Energy Charge: First 900 kWh $0.1300 per kWh</td>
</tr>
<tr>
<td>Energy Charge: Over 900 kWh $0.0790 per kWh</td>
<td>Energy Charge: Over 900 kWh $0.1260 per kWh</td>
</tr>
</tbody>
</table>

Minimum Bill: The minimum monthly bill shall be the customer charge for single-phase or for three-phase.

Late Payment: A late payment fee of ten (10) percent of the total monthly bill (maximum of $40.00) will be added to any bill not paid by the due date.

SECTION IV. RATE SCHEDULE - GENERAL POWER SERVICE. The monthly rates for general power service shall be applicable to single-phase electric service supplied for motors larger than 10 horsepower and electric appliances larger than 12 kVA and to three-phase electric service.

Rates effective for all billings after November 1, 2019:

<table>
<thead>
<tr>
<th>Winter Rate (October-May)</th>
<th>Summer Rate (June-September)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Charge: $75.00 per month</td>
<td>Customer Charge: $75.00 per month</td>
</tr>
<tr>
<td>Demand Charge: $11.50 per kW</td>
<td>Demand Charge: $17.00 per kW</td>
</tr>
<tr>
<td>Energy Charge: $0.0480 per kWh</td>
<td>Energy Charge: $0.0670 per kWh</td>
</tr>
</tbody>
</table>

Rates effective for all billings after November 1, 2020:

<table>
<thead>
<tr>
<th>Winter Rate (October-May)</th>
<th>Summer Rate (June-September)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Charge: $79.00 per month</td>
<td>Customer Charge: $79.00 per month</td>
</tr>
<tr>
<td>Demand Charge: $12.00 per kW</td>
<td>Demand Charge: $17.50 per kW</td>
</tr>
<tr>
<td>Energy Charge: $0.0493 per kWh</td>
<td>Energy Charge: $0.0680 per kWh</td>
</tr>
</tbody>
</table>

Minimum Bill: The minimum monthly bill shall be the customer charge.

Late Payment: A late payment fee of ten (10) percent of the total monthly bill (maximum of $40.00) will be added to any bill not paid by the due date.

Primary Metering/Customer-Owned Transformer Discount: A one (1) percent discount on energy and demand charges shall be applicable to customers that meet any or all of the following criteria, not to exceed a total discount
of one (1) percent:

a. Electric service is delivered at City's standard primary voltage and City does not provide a transformation voltage to solely serve the customer; and/or

b. Electricity is supplied at 13,800 volts or greater and is metered at the voltage of City's line or lines entering the customer's premises and where the customer furnishes, installs, and maintains any and all transformers and other facilities, necessary to reduce the primary voltage of each such line to the customer's utilization voltage.

Billing kW Demand: The billing demand in any month shall be that demand in kilowatts necessary to supply the average kilowatt-hours in 15 consecutive minutes of greatest consumption of electricity during the month. Demand shall be determined from readings of permanently installed meters or, at the option of the City, by any standard methods or meters.

SECTION V. RATE SCHEDULE - LARGE POWER SERVICE. The monthly rates for large power service shall be applicable to electric service supplied for loads with a monthly demand greater than 300 kW.

Rates effective for all billings after November 1, 2019:

<table>
<thead>
<tr>
<th>Winter Rate (October-May):</th>
<th>Summer Rate (June-September):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Charge:</td>
<td>Customer Charge:</td>
</tr>
<tr>
<td>$185.00 per month</td>
<td>$185.00 per month</td>
</tr>
<tr>
<td>Demand Charge:</td>
<td>Demand Charge:</td>
</tr>
<tr>
<td>$9.25 per kW</td>
<td>$15.25 per kW</td>
</tr>
<tr>
<td>Energy Charge:</td>
<td>Energy Charge:</td>
</tr>
<tr>
<td>$0.0498 per kWh</td>
<td>$0.0570 per kWh</td>
</tr>
</tbody>
</table>

Rates effective for all billings after November 1, 2020:

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<thead>
<tr>
<th>Winter Rate (October-May):</th>
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<tbody>
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<td>Customer Charge:</td>
<td>Customer Charge:</td>
</tr>
<tr>
<td>$185.00 per month</td>
<td>$185.00 per month</td>
</tr>
<tr>
<td>Demand Charge:</td>
<td>Demand Charge:</td>
</tr>
<tr>
<td>$9.75 per kW</td>
<td>$16.00 per kW</td>
</tr>
<tr>
<td>Energy Charge:</td>
<td>Energy Charge:</td>
</tr>
<tr>
<td>$0.0508 per kWh</td>
<td>$0.0580 per kWh</td>
</tr>
</tbody>
</table>

Minimum Bill: The minimum monthly bill shall be the customer charge.

Late Payment: A late payment fee of ten (10) percent of the total monthly bill (maximum of $80.00) will be added to any bill not paid by the due date.

Primary Metering/Customer-Owned Transformer Discount: A one (1) percent discount on energy and demand charges shall be applied to customers that meet any or all of the following criteria, not to exceed a total discount of one (1) percent:

a. Electric service is delivered at City's standard primary voltage and City does not provide a transformer to serve the customer; and/or

b. Electricity is supplied at 13,800 volts or greater and is metered at the voltage of City's line or lines entering the customer's premises and where the customer furnishes, installs, and maintains any and all transformers and other facilities, necessary to reduce the primary voltage of each such line to the customer's utilization voltage.

Power Factor: See Section IX below.

Billing kW Demand: The billing demand in any month shall be that demand in kilowatts necessary to supply the average kilowatt-hours in 15 consecutive minutes of greatest consumption of electricity during the month. Demand shall be determined from readings of permanently installed meters or, at the option of the City, by any standard methods or meters.
**SECTION VI. RATE SCHEDULE - SEASONAL POWER SERVICE.** The net monthly rates for seasonal power service shall be applicable to electric service supplied for seasonal requirements and shall be applied at the sole discretion of the City. Service under this rate is nine (9) months. If service is greater than nine (9) months, the service will be switched to either the Commercial or General Power rate.

Rates effective for all billings after November 1, 2019:

<table>
<thead>
<tr>
<th></th>
<th>Winter Rate (October-May)</th>
<th>Summer Rate (June-September)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Charge:</td>
<td>$82.90 per month</td>
<td>$82.90 per month</td>
</tr>
<tr>
<td>Demand Charge:</td>
<td>$11.32 per kW</td>
<td>$16.01 per kW</td>
</tr>
<tr>
<td>Energy Charge:</td>
<td>$0.0505 per kWh</td>
<td>$0.0640 per kWh</td>
</tr>
</tbody>
</table>

Minimum Bill: The minimum monthly bill shall be the customer charge. The customer will be billed the customer charge monthly as long as there is consumption on the meter.

Late Payment: A late payment fee of ten (10) percent of the total monthly bill (maximum of $40.00) will be added to any bill not paid by the due date.

Billing kW Demand: The billing demand in any month shall be that demand in kilowatts necessary to supply the average kilowatt-hours in 15 consecutive minutes of greatest consumption of electricity during the month. Demand shall be determined from readings of permanently installed meters or, at the option of the City, by any standard methods or meters.

**SECTION VII. RATE SCHEDULE - LARGE POWER CONTRACT SERVICE.** The monthly rates for large power contract service shall be applicable to electric service provided under a standard form agreement where the customer agrees to a minimum billing demand of at least 10,000 kW for a period of no less than five (5) years.

Rates effective for all billings after November 1, 2019:

<table>
<thead>
<tr>
<th></th>
<th>Winter Rate (October-May)</th>
<th>Summer Rate (June-September)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Charge:</td>
<td>$363.95 per month</td>
<td>$363.95 per month</td>
</tr>
<tr>
<td>Demand Charge:</td>
<td>$8.06 per kW</td>
<td>$14.08 per kW</td>
</tr>
<tr>
<td>Energy Charge:</td>
<td>$0.0433 per kWh</td>
<td>$0.0491 per kWh</td>
</tr>
</tbody>
</table>

Minimum Bill: The minimum monthly bill shall be the customer charge. The customer will be billed the customer charge monthly as long as there is consumption on the meter.

Late Payment: A late payment fee of five (10) percent of the total monthly bill (maximum of $80.00) will be added to any bill not paid by the due date.
Primary Metering/Customer-Owned Transformer Discount: A one (1) percent discount on energy and demand charges shall be applied to customers that meet any or all of the following criteria, not to exceed a total discount of one (1) percent:

a. Electric service is delivered at City’s standard primary voltage and City does not provide a transformer to serve the customer; and/or

b. Electricity is supplied at 13,800 volts or greater and is metered at the voltage of City's line or lines entering the customer's premises and where the customer furnishes, installs, and maintains any and all transformers and other facilities, necessary to reduce the primary voltage of each such line to the customer's utilization voltage

High Tension Service: In addition to the primary metering/customer-owned transformer discount, a three (3) percent discount shall be applied to any customer that takes service directly from a 69,000 volt transmission line or substation without using the City's 13,800 volt and below facilities

Power Factor: See Section IX below.

Billing kW Demand: The billing demand in any month shall be that demand in kilowatts necessary to supply the average kilowatt-hours in 15 consecutive minutes of greatest consumption of electricity during the month. Demand shall be determined from readings of permanently installed meters or, at the option of the City, by any standard methods or meters.

SECTION VIII. RATE SCHEDULE – ECONOMIC DEVELOPMENT SERVICE. The monthly rates for economic development service shall be applicable to for any customer that meets ALL of the following conditions:

a. Provides new or additional load of 5,000 kW or greater on a monthly basis.

b. Agrees to pay for energy based on a load factor of 90% or greater, calculated by dividing the monthly energy usage by the product of the monthly peak demand and the number of hours in the monthly billing period.

c. The customer has entered into a written service agreement with City for electrical service and met all requirements of that agreement.

d. The customer has entered into an agreement with either the State of Nebraska or other political subdivision to provide an economic development project under state or local law.

This rate shall only be available for a period of five (5) years from the start date of service.

Rates effective for all billings after November 1, 2019:

<table>
<thead>
<tr>
<th>Monthly Rate:</th>
<th>Per Agreement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Charge:</td>
<td>Per Agreement</td>
</tr>
<tr>
<td>Demand Charge:</td>
<td>Per Agreement</td>
</tr>
<tr>
<td>Energy Charge:</td>
<td>Per Agreement</td>
</tr>
</tbody>
</table>

Billing Demand: Billing demand shall be based on lesser of the following:

a. Highest 15-minute integrated demand during the month; or

b. 5,000 kW

Billing Energy: Billed energy shall be the greater of the following:

a. Measured energy for the month; or

b. The billing demand in the current billing period, multiplied by the number of hours in the billing period, multiplied by 90 percent.
Late Payment: A late payment fee of ten (10) percent of the total monthly bill (maximum of $80.00) will be added to any bill not paid by the due date.

Failure to Comply with Requirement of Economic Development Agreement: If the Customer fails to comply with the terms and conditions of the Economic Development Agreement, including minimum load and monthly load factor provisions, service under this rate schedule will be suspended and customer will revert to the Large Power Service rate schedule. The customer will remain on the Large Power Service rate until such time as customer is in compliance with all terms and conditions of the Economic Development Agreement.

SECTION IX. POWER FACTOR. The customer is responsible for maintaining a minimum power factor of 90 percent. The power factor is determined at the high kW load. If the customer's power factor drops below 90 percent, the following adjustment will be made to each monthly bill: Three (3) percent penalty on energy and demand charge when power factor is not maintained higher than 90 percent, but is maintained higher than 80 percent, and four (4) percent penalty on energy and demand charge when power factor is not maintained higher than 80 percent. There is no charge or credit for power factor greater than 90 percent and less than 94 percent. There is a two (2) percent credit on energy and demand charge when power factor is maintained at 94 percent or greater.

SECTION X. FUEL ADJUSTMENT CHARGE. All retail electric sales are subject to a "Fuel Adjustment Charge." The cost of fuel for generation and purchase power costs shall be calculated on a monthly basis to determine if the cost is above or below the Base Fuel Cost. For any period in which the cost of fuel is greater or less than the Base Fuel Cost, the energy charge shall be increased or decreased by an adjustment amount per kilowatt-hour of sales equal to the difference between the actual fuel cost incurred per kilowatt-hour and the Base Fuel Cost. The Base Fuel Cost is 0.02236 cents per kilowatt-hour.

SECTION XI. BILLING ERRORS. Notice of any billing error must be presented in writing to the Department of Utilities within six (6) months of the error date in order for a correction to be made. Billing errors may be corrected retroactively for up to one (1) year from the date of the correction.

SECTION XII. REPEAL OF CONFLICTING ORDINANCES. That Ordinance No. 5504 and any other ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION XIII. EFFECTIVE DATE. This ordinance shall take effect and be in force from and after its passage, approval, and publication according to law. This ordinance shall be published in pamphlet form on November___________, 2019 and distributed as a City Ordinance.

PASSED AND APPROVED THIS _____ DAY OF ________________, 2019.

________________________________________
Scott Getzschman, Mayor

ATTEST:

________________________________________
Tyler Ficken, City Clerk
STAFF REPORT

TO: Utility and Infrastructure Board
FROM: Troy Schaben, Assistant City Administrator - Utilities
DATE: October 29, 2019
SUBJECT: Change Utility and Infrastructure Board December 31, 2019 meeting date

Recommendation: Move to change meeting date.

Background: The final meeting for calendar year 2019 for the Utility and Infrastructure Board is currently scheduled for Tuesday, December 31, 2019.

The City Council was also scheduled to have their meeting the same date but have since approved moving their final meeting of calendar year 2019 to Monday, December 30, 2019.

Staff recommends the Utility and Infrastructure Board move to change its final meeting of calendar year 2019 from Tuesday, December 31, 2019, to Monday, December 30, 2019, and keep the time of the meeting unchanged at 4:00 p.m.