

Exhibit A

Form of Preconstruction Services Amendment

NEBRASKA DEPARTMENT OF TRANSPORTATION

**CONSTRUCTION MANAGER / GENERAL CONTRACTOR
(CM/GC)**

Preconstruction Services Amendment

FOR THE

SADDLE CREEK ROAD BRIDGE PROJECT

Project Number: NH-6-7(187)

Control Number: 22761

Project Location: Omaha

ISSUED:

June 27, 2025 - DRAFT

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PRECONSTRUCTION SERVICES AMENDMENT

This Preconstruction Services Amendment ("Amendment") is intended to govern all Preconstruction Services (**Services**) performed as part of the CM/GC Master Contract (**Contract**).

NEBRASKA DEPARTMENT OF TRANSPORTATION

[Contractor Name]

PROJECT NO. NH-6-7(187)

CONTROL NO. 22761

Project Location – Omaha

THIS AMENDMENT is between the Nebraska Department of Transportation ("Department") and [Contractor] ("Contractor"), collectively referred to as the "Parties".

SECTION 1. DURATION OF THE AMENDMENT

1.1 Effective Date

This Amendment is effective when executed by the Parties.

1.2 Expiration Date

This Amendment expires when the Services have been completed to the satisfaction of the Department, when this Amendment is replaced by an additional Preconstruction Services Amendment, or upon written notice to the Contractor that the Services are no longer needed.

1.3 Duration of the Amendment

The Amendment duration is from the Effective Date to the Expiration Date. The Amendment duration is "specified" under Neb. Rev. Stat. § 73-506 to the period of time necessary for a Contractor to complete the applicable phase or phases of the Work for this particular federal, state, or locally funded construction Project, including when applicable, the time during construction of the Project.

SECTION 2. SCOPE OF SERVICES

The Scope of Services for this Project is set out in Attachment 1 – Scope of Services and incorporated herein by this reference.

Attachment 1 – Scope of Services sets out the Services reasonably necessary and costs reasonably estimated for the Contractor to participate in the Preconstruction Phase so that the Project advanced in compliance with the Contract and Laws. The Contractor agrees to provide the services listed Attachment 1, for Project NH-6-7(187), Control No. 22761, in Douglas County, Nebraska.

The Department reserves the right to add to, subtract from, or alter the Scope of Services at any time, upon agreement between the Parties.

SECTION 3. STAFFING PLAN

The Contractor has provided the Department with a Staffing Plan. The Staffing Plan identifies the employees of the Contractor and, when applicable Subcontractors, who are anticipated to provide Services under this Amendment. The Contractor understands that the Department is relying on Key Personnel from the Staffing Plan to be primarily responsible for completing the Services under this

Amendment. The Contractor and, when applicable, Subcontractors, may make occasional temporary changes to the Key Personnel. However, any permanent change to the Key Personnel will require prior written Approval from the Department. The Department has the right to revoke the Contract if any Key Personnel is removed, replaced, or added to without the Department's written Approval. The Department does not approve requests for modification without justification, which could include death of a team member, changes in employment status, bankruptcy, inability to perform, or organizational conflict of interest. The written request must document that the proposed removal, replacement, or addition is equal to or better than the Key Personnel provided in the Proposal.

To obtain the Department's approval, the Contractor shall provide a written request to the Department's Project Manager that includes:

1. The nature and reason for the desired change; and
2. A statement of how the change is to meet the required qualifications for the position.

In its discretion, the Department may use the criteria specified in the Contract, the RFP and the qualifications submitted by the Proposer to evaluate all requests.

SECTION 4. FEES AND PAYMENTS

The Contractor's Fee Proposal and Preconstruction Compensation Cap is attached as Attachment 2 – Fee Proposal.

The requirements for Contractor payment under this Amendment are attached as Attachment 3 - Fees and Payments.

SECTION 5. AGREEMENT SIGNING PROCESS

This instrument may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures may be made and delivered electronically.

[CONTRACTOR FIRM NAME]

[Contractor Signatory Name]

[Contractor Signatory Title]

EXECUTED by the Contractor on: **[DATE]**

NEBRASKA DEPARTMENT OF TRANSPORTATION

[Department Signatory Name]

[Department Signatory Title]

EXECUTED by the Department on: **[DATE]**

NOTE: THESE REQUIREMENTS ARE SUBJECT TO CHANGE BASED ON THE PROJECT. MEETING FREQUENCY AND ATTENDANCE WILL BE DETERMINED AFTER CONTRACT AWARD

ATTACHMENT 1 – SCOPE OF SERVICES

SECTION A. INTRODUCTION

The Preconstruction Phase is intended for the Department, its Designer (Engineer of Record), and the Contractor to develop, implement, and maintain a spirit of cooperation and open communication so that the goals and objectives of each are clearly understood, problems are resolved, and the Project is deemed to be a success.

The Contractor shall provide input on aspects of the design; constructability; phasing; materials selection, availability and procurement; cost; and construction schedule throughout the Preconstruction Phase. The Contractor offers the skills and knowledge to provide:

1. Information on constructability, phasing, and other design input;
2. Information on content and level of detail needed for Design Plans and specifications for construction;
3. Quantities, pricing, and availability of materials, and equipment needed for construction;
4. Estimates regarding availability of labor resources needed for construction;
5. Estimates of the durations, sequencing, and related scheduling impositions considering the foregoing, as related to construction; and
6. Identification of the methods, costs, and impacts on the foregoing materials, equipment, labor resources, and schedule to mitigate risks identified during the Preconstruction Phase.

The Contractor shall provide the following Services:

1. Attend a Project Scoping Workshop, as described in Section D(1) – Project Scoping Workshop below;
2. Participate in design coordination meetings with the Department;
3. Provide input for and assist in identification of Project risks and risk management strategies.
4. Provide recommendations to the Department on each aspect of the planning, design, and proposed construction;
5. Develop, propose, and track Innovations and potential strategies for Project construction;
6. Document and track cost savings, other benefits, and schedule impacts associated with Innovations in a matrix and submit to Department;
7. Provide technical assistance to the Department as alternatives are evaluated and the environmental process is completed. The technical assistance will include risk assessments, constructability input, cost estimates, and identification of schedule impacts for items such as structure type/configuration, construction access, laydown and staging areas, and MOT for alternatives being evaluated;
8. Participate in the Pricing Milestone process, anticipated to occur at Baseline, Intermediate, and Final Design Plans and specifications submissions. This process involves developing Opinion of Probable Construction Costs (OPPCs), construction schedules, and providing input for the Risk Register;

9. Provide constructability reviews with the Department on various elements of the Project and provide recommendations;
10. During the development of the Construction Services Amendment GMP, prepare and submit a Construction Schedule, as well as an overall budget, if the Project is separated into more than one Construction Services Amendment, to ensure completion of construction within budget and within the allotted time;
11. Confirm that measures to ensure compliance with environmental commitments will be implemented during construction including those from Governmental Approvals as applicable through review of design and permit applications. The Department will provide the Contractor with anticipated timelines required to obtain the necessary environmental clearances and Governmental Approvals for the Project;
12. Provide constructability input on temporary construction and staging areas for Governmental Approvals based on the proposed construction operations necessary for the Design Plans and specifications. Identify time and cost impacts and propose alternatives to minimize these environmental impacts;
13. Assist the Department in preparing the draft and final submissions of a Storm Water Pollution Prevention Plan (SWPPP);
14. Prepare and submit OPCCs and, upon request, GMP proposals to Department with appropriate backup documentation including the Construction Schedule;
15. Negotiate in good faith and finalize the GMP and Construction Services Amendment(s); and
16. Such other services as may be required to perform the obligations assigned to the Contractor under this Scope of Services.

SECTION B. ACKNOWLEDGEMENT OF PRE-AGREEMENT SCOPING, PRICING

The Contractor acknowledges and agrees that, prior to the Effective Date, it met with the Department to review the existing Preconstruction Services Scope of Services. The purpose of this meeting was to establish procedures and plan the performance of tasks, assumptions, deliverables, and schedule related to the Preconstruction Services.

Following this meeting, the Contractor prepared a detailed scope of services, which is included in this Attachment 1. The Contractor also established the Preconstruction Compensation Cap for the finalized scope of services, as outlined in Attachment 2 – Fee Proposal.

The Contractor further acknowledges, agrees, represents, and warrants that any costs, fees, or expenses incurred in preparing the revised Preconstruction Services Scope of Services or determining its fee are not included in the fee itself.

SECTION C. PROJECT MANAGEMENT

The Contractor shall coordinate each task being accomplished by their respective personnel to ensure Services completion stages are on schedule as to the Preconstruction Services Schedule.

1. General Project Management

The Contractor shall perform Project management duties, monitor Project schedules, workload assignments and internal cost controls throughout the Project, in accordance with Section H – Schedule Development below. Also included are efforts to prepare and process invoices and monthly progress reports. Prepare project correspondence with Department and maintain Project records. This task and duties shall include the following:

1. Periodic invoices and progress reporting;
2. Coordination with Department's Authorized Representative;
3. Quality control and general quality management of the Services; and
4. Creation and maintenance of the Staffing Plan.

SECTION D. MEETINGS

1. Project Scoping Workshop

This workshop will be the start of the collaborative environment and is meant to introduce everyone from the Contractor, Designer, the ICE, and Department. The Department will present information known about the Project and the Contractor will identify and develop Project gaps and information necessary for Project development.

The Contractor will attend a Project Scoping Workshop that includes the following agenda items:

1. Introduction and partnering protocols and approach;
2. Communication protocols;
3. Introduction of the Project stakeholders as determined by Department;
4. Discussion of Project elements, including but not limited to current Project status, reiterated Project goals, Project constraints, schedule impositions, and milestones;
5. Process for design input, identification, analysis, evaluation, presentation, and consideration, and, if applicable, resolution by the attendees of (i) alternative strategies and (ii) the design and specification development process;
6. Discussion of development of the risk identification, valuation, and assignment/sharing processes and preparation, updating, and population of the Risk Register; and
7. Question and answer session.

Assumptions: The Contractor shall participate in one Project Scoping Workshop at a mutually agreed location. The anticipated duration of this meeting is 4 hours. The Contractor shall have all identified Key Personnel in attendance.

2. Progress Meetings

The Contractor shall participate in progress and partnering meetings as and when scheduled by the Designer or Department or as proposed and scheduled by the Contractor. The Department and Contractor shall agree on which meetings will be in-person or may be attended virtually.

These progress and partnering meetings will be used to coordinate and track the Preconstruction Services progression and resolve problems. The Contractor shall be prepared to discuss any and all reservations, ideas, and challenges to the Project.

As between the Department and the Contractor, the Department will provide meeting notes that include details discussed, and all action items and assignments relating to the meeting within one week of the meeting. The Contractor shall provide comments to the meeting minutes within two Business Days of receipt.

The agenda and discussion topics for these meetings may include the following:

1. Activities from last meeting;
2. Core CM/GC focus areas:

- a. Design, design coordination;
 - b. Constructability, construction planning (including MOT);
 - c. Project planning;
 - d. Risk, Risk Register, risk mitigation, risk valuation;
 - e. Environmental permitting, planning, and environmental compliance;
 - f. Cost, and ultimately, iterative OPCCs and the GMP; and
 - g. Project Construction Schedule.
3. Problems and challenges encountered/anticipated and potential solutions;
 4. Innovation development;
 5. Preconstruction Services Schedule updates.
 6. Action Items.

Assumptions: The Contractor and Department will have 1 progress and partnering meeting monthly. It is anticipated that the Contractor shall have three (3) staff in attendance.

3. Coordination Meetings

The Contractor shall attend and participate in weekly coordination meetings and impromptu meetings as may be requested by Department. These meetings shall occur outside of regularly scheduled progress meetings at a time mutually agreeable to all Parties, which agreement shall not be unreasonably withheld, conditioned, or delayed by the Contractor. Coordination meetings will be held virtually unless otherwise requested by Department or the Contractor.

The Department expects this task to include the following:

1. Three (3) staff from the Contractor; and
2. Within three working days after the close of each meeting, Department will prepare and submit to the Contractor one copy of a report summarizing the decisions reached.

4. Task Force Meetings

The Contractor shall participate in task force meetings to solve problems, resolve conflicts, and discuss Project specific design and construction related topics, such as roadway, geotechnical, grading, structures, and MOT. The Department and Contractor shall agree on which meetings will be in-person or may be attended virtually.

Assumptions: The Contractor and Department will have weekly specialized meetings. The Contractor will have up to three (3) staff in attendance.

5. Initial Cost Workshop, Quantity Reconciliation, and Pricing Meetings

The Contractor shall participate in a meeting with the Department to establish certain pricing information assumptions and various other input standards for formulation of future cost and schedule estimates. The purpose of this meeting will be to establish pricing assumptions as well as to establish the plan to communicate changes in scope, quantity, and phasing between the Contractor, the ICE, and the Department in order to affirm a consistent foundation for estimation as a part of the Open-Book cost estimates prepared for this Project.

The Contractor shall attend and actively participate in this meeting by:

1. Directing an open discussion regarding specific assumptions and inputs used to create the cost models and OPCCs; and
2. Discussing cost and pricing development and process for design input, analysis, evaluation, and resolution of the Contractor's input into the design and specification development process.

Assumptions: The Contractor shall participate in the meeting which will be held at Department and last up to 8 hours during the course of one Business Day. The Contractor will have up to five (5) staff in attendance. In addition to the Initial Cost Workshop, the Contractor shall participate in weekly Pricing Meetings in the weeks leading up to and after each of the OPCCs, the topics to discuss will include quantity reconciliation, approach to quantity development, and review and discussion regarding pricing assumptions.

6. Initial Risk Workshop

The Contractor shall attend an Initial Risk Workshop. In coordination with the Department, the Contractor shall assist in the identification, assigning, mitigation, and tracking of Project risks

Assumptions: The Contractor shall participate in the meeting which will be held at Department and last up to 4 hours during the course of one Business Day and have up to five (5) staff in attendance.

SECTION E. RISK MANAGEMENT AND WORKSHOPS

The Contractor shall continue to assist the Department in the identification of Project risks as well as assist or lead assigned risk avoidance, reduction, and mitigation strategies.

The Contractor shall participate in formal risk analysis workshops with the Department. The focus of the risk analysis workshops will be to employ the process developed at the Initial Risk Workshop to identify actual and potential risks and to assign cost and schedule impacts to each risk in cooperation with the ICE. This task includes but is not limited to assisting with or conducting probability calculations, cost, or schedule impacts.

Assumptions: The Contractor shall plan to attend a formal risk analysis meeting associated with each pricing milestone and have all Key Personnel in attendance. The meetings will be held at Department and each will last up to 4 hours each during the course of one Business Day.

Deliverable: The Contractor shall submit written documentation for the Risk Register specifying the associated value, savings, and cost of risk avoidance, reduction, and mitigation strategies during each Pricing Milestone, at a minimum.

The Contractor shall also submit, at the time of each OPCC, a report that summarizes the decisions Approved by Department for risk elimination or reduction and associated value of each decision in terms of cost and savings in direct relationship with its OPCC.

SECTION F. CONSTRUCTION CONTRACT DEVELOPMENT

The Contractor shall participate in Construction Services Amendment discussions with Department regarding the contents and terms of the Construction Services Amendment.

Assumptions: The Contractor shall plan to attend 4 meetings and have three (3) staff in attendance . The meetings will be held at Department and each will last up to two hours during the course of one Business Day.

SECTION G. COST ESTIMATING

The Contractor shall develop an OPCC and provide Open-Book, production-based construction cost estimates for examination so that assumptions, contingency, risk, and approach to the estimate are

fully identified, delineated, and understood by the Department. The Contractor shall be responsible for verifying the quantities and methods of measurement and payment for the Project Work items from Department standard bid items.

The Contractor shall participate in additional price resolution and reconciliation meetings to resolve components of the price that deviate from that of the ICE by more than a percentage established by the Department, or at such other time where the deviation requires, in Department's sole judgment, resolution and reconciliation (e.g., large price item). In order to have a productive price reconciliation meeting, the Contractor shall provide detailed reports of its cost model and share its cost model in an "over-the-shoulder" environment to help reconcile differences during each price reconciliation meeting.

The Contractor is responsible for preparing, updating, and sharing the cost model.

The Contractor shall submit and include backup documentation with each iteration of its costing model used to prepare the OPCC, and upon request, the GMP, which documentation shall include but is not limited to the following:

1. Material costs, equipment costs, labor costs, general conditions costs, and total cost. Labor costs in the cost model shall include employee benefits, payroll taxes and other payroll burdens. The total cost for any portion of the Work under the Construction Services Amendment to be performed by contractors shall include Construction Markup as described below;
2. Production rates, transportation, and other facilities and services necessary for the proper execution of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated into the Work;
3. All fixed equipment, site improvements, Utility and equipment installations;
4. Copies of quotations from Subcontractors (including suppliers);
5. Mobilization costs in accordance with the Specifications, Section 112 (Mobilization);
6. Project overhead;
7. Allocated general and administrative expenses;
8. Contract Bonds, taxes, and insurance;
9. Risk allocation cost from Risk Register;
10. Quantity take-off (as agreed during quantity reconciliation);
11. The Construction Markup; and
12. Memoranda, narratives, consultant's reports, and all other information included by the Contractor to arrive at the price shown in the cost model or GMP. Include a list of all assumptions and description and breakdown of all allowances.

The Construction Markup is intended to compensate the Contractor for all indirect costs and profit at a fixed rate set by the Department. The table below identifies what items are considered to be part of the Construction Markup.

	Items included in the Construction Markup	
	Part of Construction Markup	NOT part of Construction Markup
Item	Certain indirect and non-reimbursable general and administrative (G&A)	Costs negotiated and included in the GMP
1	Contractor Executives/Leadership	Mobilization
2	Employee relocation, housing, and subsistence costs.	Construction Management (Project and Construction Manager)
3	Home, branch and regional office administrative support staff and all related costs	On-site administrative staff, including clerical and secretarial staff
4	Home, branch and regional office safety and quality control policy makers and all related costs	All Project direct costs related to Project safety and Project Quality Control
5	Profit	Project office costs for cleaning, set-up/demo, maintenance, security, utilities, rent/lease, equipment, and furniture
6		Materials and equipment handling, including shipping/transport to Site and storage costs
7		Job Site temporary toilet facilities and maintenance
8		Construction rental equipment
9		Actual cost of Government Approvals
10		All Project direct costs related to implementation of Department-approved sustainable practices and DBE programs
11		Construction equipment and vehicles at Contractor's internal cost rate, including costs of maintenance and fuel
12		All costs related to cell phones, radios, fax machines, pagers, computers and software, drinking water, printing, reproduction, postage, delivery, and supplies

SECTION H. SCHEDULE DEVELOPMENT

The Department will create and update the Preconstruction Services Schedule. The Preconstruction Services Schedule may include milestones, deliverables, all meetings, and dependencies, along with durations for design support.

The Contractor shall create and update the Construction Schedule for the Work under the Construction Services Amendment as part of the Submittals. The Contractor shall address Department comments as related to the iterative Construction Schedule, which will be updated by the Contractor, at a minimum, at each Pricing Milestone and for scope changes that necessitate changes in schedule and the other requirements set forth in this Section H.

The Contractor shall provide a finalized Construction Schedule with its GMP Workbook, which will be part of the Construction Services Amendment and adhered to by the Contractor for the duration of the Construction Services Work.

Assumptions: Contractor shall plan to attend Construction schedule development meetings associated with each Pricing Milestone and have three (3) staff in attendance.

Deliverable: The Contractor shall provide a detailed schedule in either (1) Microsoft Project for Preconstruction and (2) Primavera P6 for construction, which will be updated, at a minimum, at each

Pricing Milestone. The schedule shall include a narrative report documenting critical path elements of the schedule and the critical assumptions and decisions that may impact schedule adherence, including construction phasing or sequencing and long-lead time items. The Contractor shall also include in the report any acceleration opportunities and the cost (or savings), through updates to the Risk Register, prerequisites for and the extent of the potential acceleration, and predicted cash flow. The Construction Schedule shall be submitted to the Department electronically as a pdf and native file acceptable to the Department.

SECTION I. CONSTRUCTABILITY REVIEWS

The Contractor shall participate in Project constructability review sessions throughout the term of the Preconstruction Services Amendment. The purposes of the Project constructability review sessions are intended to ensure:

1. Complete, coordinated, constructible and cost-effective designs;
2. Sufficient detail for cost and pricing for Risk Register items to complete the OPCCs and ultimately the GMP;
3. Phased construction to provide for MOT needs as determined by the Department; and
4. Identification of errors and omissions.

The Contractor shall provide Department electronic and hard copies of written reviews and redlined drawings, plans, and specifications.

The Contractor shall provide information and propose adjustments on the Designer's design effort as relates, at a minimum, to the following:

1. Maintenance of Traffic (MOT)
2. Availability of labor and materials
3. Time for construction
 - a. Work hours (night/day)
 - b. Winter work
 - c. Begin/completion dates
 - d. Calendar days
4. Access during construction
 - a. Businesses/ Local traffic
 - b. Emergency vehicles
 - c. Postal delivery
5. Bridge design
 - a. Grades
 - b. Drainage
 - c. Phasing
 - d. Vertical Clearance
6. Structures
 - a. Type

- b. Configuration
 - c. Materials
- 7. Temporary lighting
- 8. MSE wall details (materials, drainage, etc.)
- 9. Earthwork
- 10. Quantities
- 11. Utility conflicts
- 12. Right of Way - Early tracts (as needed) / access easements
- 13. Geotechnical
 - a. Settlement time
 - b. Unsuitable material
 - c. Available borrow material
- 14. Environmental
 - a. Hazardous waste materials
 - b. Stormwater
 - c. Aquatic resources
 - d. Special Events - coordination with the local community as necessary
 - e. Dust control
- 15. Permitting
- 16. Temporary site (e.g., plant and borrow)
- 17. Equipment storage; materials staging
- 18. Salvaging opportunities;
- 19. Coordination with others, including specifically Project stakeholders

1. Innovation

In addition to constructability obligations hereunder, the Contractor shall actively develop and propose Innovations to the Design Plans. This includes recommendations where an Innovation would ensure equal or better Project performance as relates to the Work under the Construction Services Amendment. Project performance is defined as providing the needed functions of, optimizing the value and quality of, and reducing the time to develop and deliver the Project.

The Contractor shall track challenges and quantify benefits of proposed changes throughout the Preconstruction Phase, including proposing criteria to evaluate suggestions and select improvements that will offer the most value in terms of cost, schedule, or quality (or any combination thereof). The Contractor shall prepare, modify, and maintain an Innovation log of proposed changes, which identifies the entity that proposed the idea, the value of the idea including but not limited to, cost, savings, risk reduction and mitigation, and schedule impact, and which ideas were incorporated by the Department into the final design and construction documents.

It is the Parties' intent to explore, propose, address and incorporate Innovation in formulating the OPCC, GMP, Risk Register, and the final Construction Schedule. The Department will not accept any Innovations during the Construction Phase, after the GMP has been negotiated.

Deliverable: The Contractor shall submit written documentation for the Innovation and log all suggested Innovations leading up to and during each Pricing Milestone, at a minimum.

The Contractor shall also submit, at the time of the GMP, a report that summarizes all Innovations considered and implemented.

SECTION J. FIELD WORK

The Contractor shall conduct field work during the Preconstruction Phase to identify and confirm items for the Risk Register. The scope of this portion of the Preconstruction Phase shall include but is not limited to the following:

1. General site review and field inspection of existing conditions and elements to be removed/relocated to accomplish the proposed Work;
2. Review of highway and local traffic needs to support recommendations to meet MOT requirements;
3. Utility investigation for identification and resolution of potential conflicts. Contractor shall conduct potholing;
4. Geotechnical exploration, Archeological Surveys, Environmental Surveys, Hazardous Waste Investigation, Tribal Coordination, and any other investigations needed to obtain approval of proposed borrow site locations;
5. Right-of-Way investigation and determination of potential temporary work areas (e.g. plant and borrow site) to construct the proposed improvements; and
6. Other site reviews needed to support or evaluate the Services described hereunder.

SECTION K. PRICING MILESTONES

The Preconstruction Phase term has been divided into three milestones that coincide with the development of the Design Plans. The three milestones are Baseline, Intermediate, and Final (**Pricing Milestone**). The tasks regarding, constructability, risk, schedule, and cost will be continuous and kept up-to-date throughout the design of the Project. The Pricing Milestone tasks will be assigned to the Contractor and the Department. As each Pricing Milestone is met, more information will be available to the Contractor to perform the Preconstruction Services. Accordingly, the Pricing Milestone-related Submittals are intended to capture the progression of the development and design of the Project.

The Contractor shall submit written reviews with redlined drawings, plans, and specifications after each Pricing Milestone that include but are not limited to the following:

1. Constructability reviews of the design;
2. Construction phasing plan;
3. Innovations;
4. Project Construction Schedule; and
5. OPCCs, all as more specifically set forth in this Scope of Services.

The Contractor shall conduct such formal constructability, material, equipment, and labor availability reviews as necessary to substantiate the OPCCs and ultimately, the GMP. These Pricing Milestone reviews will focus on identifying revisions to improve clarity for bidding, identifying potential design

revisions that would reduce construction costs, and identifying elements to improve the time performance of the Project. The Contractor shall document decisions related to items 1 through 5 identified above.

The cost model used to prepare the OPCCs/GMP shall be prepared in a format agreed upon in advance by the Department and the Contractor. The Work Breakdown Structure (**WBS**) will have activities tied to the Department's list of standard pay items.

The Department anticipates formal review and pricing exercises at the three Pricing Milestones identified above. The content and completeness of each Pricing Milestone will be determined by agreement between the Contractor, the Department, the ICE, and the Designer. It shall be the responsibility of the Contractor to verify that the information contained in the Design Plans and specifications contain sufficient information to:

1. Build a WBS;
2. Prepare quantity take-offs;
3. Develop a Construction Schedule;
4. Identify potential Innovations;
5. Verify construction means and methods;
6. Verify limits of construction;
7. Verify Right-of-Way needs, both temporary and permanent; and
8. Verify preliminary environmental impacts at the Baseline Pricing Milestone and final environmental impacts at the Intermediate Pricing Milestone.

These formal reviews will be in addition to any weekly and monthly coordination activities. The Contractor shall provide contemporaneous feedback on items 1 through 8 above during the weekly and monthly coordination meetings as well.

Working with the Department and the ICE, the Contractor shall cooperate in the development of a pricing schedule that will including activities such as:

1. Provide formal comments on the items listed above;
2. Development of WBS;
3. Design and constructability review, including an approach to quantity development;
4. Weekly estimate coordination meetings;
5. Quantity reconciliation meeting;
6. Price reconciliation meeting;
7. Submittal of cost model and items such as detailed HCSS reports or equivalent; and
8. Submittal of basis of estimate and pricing notes.

At each Pricing Milestone, and upon no later than twenty review of the concept design, the Contractor shall provide the Department, within a time-frame agreed to by the parties but -one Calendar Days, the following:

1. Constructability review report, in form and substance acceptable to Department;
2. Potential Innovations;

3. Preliminary staging and temporary site (e.g., plant and borrow sites) locations;
4. Preliminary MOT concept;
5. Preliminary material selections including but not limited to, culverts, bridges, other structures, earthwork, pavement base, and retaining walls;
6. Preliminary plan for compliance with environmental commitments;
7. Preliminary Construction Schedule; and
8. Items for inclusion in the Risk Register

SECTION L. CONSTRUCTION SERVICES AMENDMENT GUARANTEED MAXIMUM PRICE (GMP)

The Construction Services Amendment GMP is the sum of the total costs for the Contractor to perform the Work under the Construction Services Amendment and to deliver the Project, as determined at the agreed-upon Pricing Milestone, which is calculated as the sum of (a) the total amount of all Contractor Risks, (b) the Construction Markup, (c) Work items calculated with reference to the OPCC, and (d) the actual reimbursable cost of the Contract Bond and insurance available to pay the Contractor to construct the Project in accordance with the Design Plans. The Contractor acknowledges and agrees that, under the Construction Services Amendment, the Contractor will assume all risks associated with performance of the Work under the Construction Services Amendment, including management of its Subcontractors, Suppliers, and any associated cost impacts over and above the GMP not identified as Relief Events as identified in the CM/GC Master Agreement.

Upon consensus with the Department, the Contractor shall repackage and submit the most recent OPCC as the GMP and submit it to the Department no later than fourteen Business Days after Approval. The Department will evaluate the proposed GMP and proceed to the Construction Services Amendment at its sole discretion. It will provide notice to the Contractor no later than thirty Business Days of its intention to proceed or take other actions as outlined in the Contract.

SECTION M. SUBCONTRACTING PLAN

The Subcontracting Plan shall identify the Contractor's subcontracting process for the Construction Services Amendment. The Subcontracting Plan shall include:

1. Contractor's competitive selection process;
2. Approach to advertising Subcontracting opportunities;
3. Procurement process;
4. Information regarding Subcontractor availability and local economic conditions; and
5. A Subcontractor and Supplier quotation list.

Any Subcontracts the Contractor wishes to select for best value shall be approved by the Department prior to competitive selection. The Department shall approve all Subcontracts, regardless of selection type, prior to subcontract award. The Contractor shall have an Approved Subcontracting Plan from the Department prior to soliciting offers for Subcontractors for Construction Services.

SECTION N. SCHEDULE

Preconstruction Services

Pre-Amendment Meeting (Scope and Fee)	XXX
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Project Scoping Workshop	XXX
Initial Risk Workshop	XXX
Initial Cost Workshop	XXX
Baseline Design Milestone Deliverables	XXX XXX
Intermediate Design Milestone Deliverables	XXX
Final Design Milestone Deliverables	XXX
A list of Applicable Standards	XXX
Final GMP	XXX

This schedule is tentative and subject to change.

ATTACHMENT 2 – FEE PROPOSAL

[Insert Fee Proposal Here]

ATTACHMENT 3 – FEES AND PAYMENT

SECTION A. PAYMENT METHOD

Payments under this Amendment will be made based on a Specific Rates of Compensation (SRC) payment method up to a maximum not-to-exceed amount (Preconstruction Compensation Cap). The Contractor will be paid for acceptable actual Services performed in accordance with Section 3 (Allowable Costs).

SECTION B. MAXIMUM PRECONSTRUCTION SERVICES AMENDMENT AMOUNTS

The following are the maximum payment amounts established under this Amendment for each category of cost. The Contractor shall not be paid for any cost that exceeds these amounts without prior written approval from the Department.

	AMOUNT	CATEGORY
A.	\$ XXXX	for actual direct labor costs
B.	\$ XXXX	for direct expenses (direct non-labor costs)
C.	\$ <u>XXXX</u>	Preconstruction Compensation Cap

SECTION C. ALLOWABLE COSTS

Allowable costs are direct labor costs, and direct non-labor costs as defined below which the Contractor has incurred within 180 days before the Department has received the Contractor's invoice. Allowable costs do not include those costs that the Contractor incurred to correct mistakes or errors attributable to the Contractor's or Subconsultant's own actions, even if those costs would not exceed the amounts listed in Section 2 (Maximum Preconstruction Services Amendment Amounts).

1. Direct Labor Costs

Direct Labor Costs are based on the specific rate of compensation (SRC or billing rate) the Contractor will charge the Department for the Contractor's employees' time working directly on this project. The direct labor costs are calculated by multiplying the appropriate SRC rate, as indicated on the Staffing Plan in Attachment 2 (Fee Proposal), by the hours worked (in increments not less than one quarter hour).

The Staffing Plan identifies the name and SRC rate(s) of all employees of the Contractor who are reasonably expected to provide Services under this Amendment. SRC rates will not be modified for the duration of this Amendment unless modified in a subsequent Preconstruction Services Amendment.

1.1 Time Reports

Time Reports: All hours charged to the project must be documented on time distribution records. The records must clearly indicate the daily number of hours each employee worked on any project or activities for the entire pay period. **Time reports must provide the employee's name and position, dates of service, and a clear, identifying link to the projects; such as project description, project number, control number, and pertinent Work phase.** The Contractor must establish an adequate system of internal controls to ensure that time charged to projects are accurate and have appropriate supervisory approval.

1.2 Reserved

1.3 Direct Expenses (Direct Non-Labor Costs)

Direct Expenses (Direct Non-Labor Costs) are all necessary, properly documented, and allowable costs related to the Contractor completing the Services. All costs must be supported by detailed

receipts or invoices, unless otherwise specified below. Direct non-labor costs include, but are not limited to, the following:

1. Transportation, mileage, lodging, and meals, subject to limitations specified below;
2. Communication costs; Reproduction and printing costs;
3. Special equipment and materials required for the project and approved by the Department;
4. Special insurance premiums if required solely for this Amendment;
5. Subconsultant costs; Such other allowable items as approved by the Department.
 - a. A non-labor cost charged as a direct cost will not have the Preconstruction Multiplier added.
 - b. Costs for Subcontractors may not exceed the amounts shown in Attachment 2 for each Subcontractor unless agreed upon by the Parties. The Contractor shall require Subcontractor costs to have the same level of documentation as required of the Contractor. The Contractor must review Subcontractors' invoices and progress reports to ensure they are accurate, include only allowable costs, and have proper documentation before sending to the Department.
 - c. The following direct expenses will be reimbursed at actual costs, not to exceed the rates as shown:
 - i. TRANSPORTATION – Automobile rentals, air fares, and taxi/shuttle transportation will be reimbursed at the actual, reasonable cost and, if discounts are applicable, the Contractor shall give the Department the benefit of all discounts. Transportation arrangements should be made by the most economical method available. Itemized receipts must be submitted with invoices. A bank card receipt that displays only the total cost of the transportation expense is not sufficient documentation. Tips must be included in the total fare amount claimed on the travel log form. Tips for complimentary transportation are considered an incidental expense and cannot be claimed as a transportation-related expense.
 - ii. MILEAGE – The reimbursement for mileage associated with the use of company owned vehicles will be the prevailing standard rate as established by the Internal Revenue Service (IRS) through its Revenue Procedures. Reimbursement for mileage associated with the use of a privately-owned vehicle (POV), is limited to the lesser of:
 - (1) The mileage rate that the Contractor reimbursed to the person who submitted the claim for POV use; or
 - (2) The prevailing standard rate as established by the IRS.
 - (3) NOTE: When the Contractor is seeking only reimbursement for mileage, the Contractor must itemize travel on the Department's Travel Log, itemize on invoice, or include a separate mileage log which includes the following information: employee name, date of travel and miles driven, reimbursement rate and total expenses. The total expenses are to be shown on the invoice as a direct expense. The Department's Travel log form is available on the Department's website at <https://dot.nebraska.gov/business-center/consultant/manuals-forms/>.
 - iii. LODGING – The reimbursement for lodging rates will be limited to the prevailing standard rate as indicated on the U.S. General Services Administration's (GSA) website at <http://www.gsa.gov/portal/category/100120>. The Contractor shall give the

Department the benefit of all lodging discounts. Lodging receipts must be submitted with invoices.

- iv. Meal and incidental (M&I) expenses will be reimbursed on a per diem basis, not to exceed the rates as shown below. The incidental expenses portion of the per diem rate includes, but is not limited to, courtesy transportation related tips, such as hotel, park and ride, or airport shuttles; and fees and tips to porters, hotel employees, baggage carriers, and flight attendants. No receipts are required for M&I expenses.
 - (1) The Department per diem rate for the destination of travel is 70% of the applicable Federal GSA per diem rate. The Department per diem breakdown amounts for breakfast, lunch, dinner, and incidental expenses are 70% of the Federal GSA per diem breakdown amounts.
 - (2) The Department per diem rate shall be reduced by the Department meal breakdown amount(s) for any meal provided by others. Examples include:
 - A. Meals included in a conference or event fee
 - B. Meals provided by lodging facility
 - C. Meals purchased by third parties
 - D. Meals charged directly to and paid for by the Department
- v. MULTI-DAY TRAVEL – Travel that includes at least one overnight stay.
 - (1) M&I reimbursement on the first and last day of travel will be reduced to 75% of the Department per diem rate.
 - (2) Except for a meal provided by others (see (4)(b) above), all meals may be claimed on the first and last day of travel irrespective of the start and stop times for those days.
- vi. SAME DAY TRAVEL – Travel that does not include an overnight stay.
 - (1) Employee shall not claim reimbursement for a meal that was purchased within 20 miles of the city or town of the employee's residence or primary work location.
 - (2) M&I reimbursement for same day travel will be reduced to 75% of the Department per diem breakdown amounts.
 - (3) The following criteria must be met for the Contractor and its employees to be eligible for the M&I reimbursement on same day travel.
 - A. Breakfast - Employee leaves for same day travel at or before 6:30 a.m. or 1-1/2 hours before the employee's shift begins, whichever is earlier, the breakfast rate may be claimed.
 - B. Lunch – No reimbursement is allowed.
 - C. Dinner/Supper – Employee returns from same day travel or work location at or after 7:00 p.m., or two hours after the employee's shift ends, whichever is later, the evening meal rate may be claimed.
 - D. Incidental Expenses – No reimbursement is allowed unless the employee is also approved for breakfast or dinner meal expenses.
 - E. The time limitations set forth above do not include the time taken for the meal.

SECTION D. INELIGIBLE OR NON-ALLOWABLE COSTS

The Department will not pay for costs incurred prior to the Notice to Proceed date or after the Completion Deadline, unless approved in writing by the Department. Per Section 3 (Allowable Costs), the Department will not pay for costs incurred, but not submitted to the Department within 180 days of the date incurred. Travel costs are deemed to have been incurred on the day the travel occurs. Subconsultant costs are deemed to have been incurred on the day the Subconsultant actually incurs the cost, not the day the subcontractor invoices the cost to the Contractor.

SECTION E. INVOICES AND PROGRESS REPORTS

The Contractor shall promptly submit invoices to the Department based on the Contractor's billing period but shall not submit more than one invoice per month. Invoices must include all allowable costs for services provided during the billing period. Invoices may also include a request for services provided or costs incurred during a prior billing period, including Subcontractor costs, with an explanation for why those costs were not previously included in an invoice, so long as those costs were incurred no more than 180 days prior to the Department's receipt of the invoice. Accordingly, the Department retains the sole discretion to not pay for costs incurred that have not been invoiced as provided above.

In the event the Contractor has incurred allowable costs, and such costs would exceed the maximum direct labor costs or the total Amendment amount, the Contractor shall list such otherwise allowable costs on the invoice, but they must be subtracted from the total invoice amount submitted to the Department for payment.

1. Content of Invoice Package (Presented in this order)

1. The Contractor's Invoice:

- a. The first page of an invoice must identify the Contractor's name and address, invoice number, invoice date, invoicing period (beginning and ending dates of services), and Amendment number.
- b. The invoice and supporting documentation must identify each employee by name and classification, the hours worked, and the specific rate of compensation (SRC billing rate) for each employee.
- c. Direct non-labor expenses:
 - vii. Direct non-labor expenses, other than travel-related expenses, must be itemized and provide a complete description of each item billed along with supporting receipts or invoices.
 - viii. Travel-related expenses must be summarized and submitted on Department Form 163. Supporting receipts (excluding meal receipts) must be submitted with Department Form 163 when invoicing for these expenses.
 - ix. All supporting receipts must be kept.
- d. Time Records, as outlined in Section 3.1.1 (Time Reports).
- e. Subconsultant Services: the Contractor shall require Subcontractors to provide the same supporting documentation, invoices, and receipts as the Contractor is required to submit and retain.

2. Progress Report: A progress report (which, for the avoidance of doubt, is not the same as the progress reports associated with performance of the Services themselves) must accompany the invoice package documenting the Contractor's Work during the service period. If an invoice is not submitted monthly, then a progress report must be submitted at least quarterly

via email to the Department's Project Coordinator. All progress reports must include, but are not limited to, the following:

- a. A description of the Services completed for the service period to substantiate the invoiced amount.
 - b. A description of the Services anticipated for the next service period
 - c. A list of information the Contractor needs from the Department
 - d. Percent of Services completed to date
 - e. NOTE: the Department's Project Coordinator may request more specific information or detail be included in Progress Reports.
3. Cost Breakdown Form: Each invoice package must include a current and completed "Cost Breakdown Form" (Department Form 162a). This form is available on the Department's website at <http://dot.nebraska.gov/business-center/consultant/>. Utilizing the Cost Breakdown Form helps reduce errors in calculating previously billed amounts and limitations on eligible costs billed.
 4. Travel Log: If an invoice contains any travel-related expenses, then a current and completed "Invoice Travel Log" (Department Form 163) must be included with the invoice package. This form is available on the Department's website at <http://dot.nebraska.gov/business-center/consultant/>. Upon pre-approval by the Department, the Contractor may use a substitute Invoice Travel Log provided it documents substantially the same information as the current Department Form 163. The Travel Log must document the employee's name, date/time of departure to the project, date/time of return to the headquarters town, locations traveled, and expenses for transportation, meals, and lodging.
 5. Mileage Log (when applicable): When the Contractor is seeking reimbursement for mileage only, the Contractor must itemize travel on the Department's Travel Log, itemize on invoice, or include a separate mileage log which includes the following: employee name, date of travel and miles driven, reimbursement rate, and total expenses. The total expenses are to be shown on the invoice as a direct expense.

All invoice packages (invoice, progress report, required Department Forms, supporting material) must be submitted electronically through the Department's OnBase Invoice Workflow System for review, approval, and payment. The user guide for the OnBase Invoice Workflow system, along with training videos can be found at <http://dot.nebraska.gov/business-center/consultant/onbase-help/>.

Notice of Public Record: Documents submitted to the Department, including invoices, supporting documentation, and other information are subject to disclosure by the Department pursuant to the Nebraska Public Records Act found at Neb. Rev. Stat. § 84-712 et.seq. ACCORDINGLY, CONSULTANT SHALL REDACT OR NOT SUBMIT TO STATE INFORMATION THAT IS CONFIDENTIAL, INCLUDING, BUT NOT LIMITED TO, FINANCIAL INFORMATION SUCH AS SOCIAL SECURITY NUMBERS, TAX ID NUMBERS, OR BANK ACCOUNT NUMBERS. the Contractor understands that the Department does not have sufficient resources to review and redact confidential information submitted by the Contractor. If such confidential information is submitted, the Contractor shall have no right of action of any kind against the Department for the disclosure of such information.

SECTION F. PAYMENTS

The Department will pay the Contractor after receipt of the Contractor's invoice and determination by the Department that the invoice and progress report adequately substantiate the Services provided,

and the Services were completed in accordance with this Amendment. Payments will not be made if the progress report does not provide adequate substantiation for the Services, or the Department determines that the Services have not been properly completed. The Department will make a reasonable effort to pay the Contractor within 30 days of receipt of the Contractor's invoices.

SECTION G. PROMPT PAYMENT CLAUSE

The Contractor shall include a "Prompt Payment Clause" as a part of every Subcontract for Work, including all lower tier Subcontracts. The "Prompt Payment Clause" will require progress payments to all Subcontractors for all Work completed, within 20 Calendar Days after receipt of progress payments from the Department for said Work. If the Contractor fails to carry out the requirements of the "Prompt Payment Clause" without just cause, it will be considered a material breach of this Amendment. In such situation, the Department may withhold any payment due to the Contractor until all delinquent payments have been made (no interest will be paid for the period that payment was withheld), terminate this Amendment, or any other such remedy as the Department deems appropriate. The Contractor may withhold payment to a Subcontractor only for just cause and must notify the Department in writing of its intent to withhold payment before withholding payment. The Contractor shall not withhold, delay, or postpone payment without first receiving written approval from the Department.

SECTION H. SUSPENSION OF PAYMENTS

When Work is suspended on this Project, payments shall be suspended until the Work resumes or this Amendment is terminated. The Contractor shall not be compensated for any Work completed or costs incurred on the Project after the date of suspension. When Work is suspended for convenience, the Contractor shall be compensated for Work completed, or costs incurred prior to the date of suspension. When Work is suspended for cause, payments shall be withheld until all remedial action is completed by the Contractor to the satisfaction of the Department, at the Contractor's sole cost.

SECTION I. FINAL INVOICE AND PAYMENT

Upon completion of the Services under this Amendment, the Contractor shall submit their final invoice to include all labor and expenses. After receipt of final invoice and the Department has determined that the final invoice and Progress Report adequately substantiate the Services provided and that the Services were completed in accordance with this Amendment, the Department will pay the Contractor.

Acceptance of the final payment by the Contractor will constitute and operate as a release to the Department for all claims and liability to the Contractor, its representatives, and assigns, for any and all things done, furnished, or relating to the Services rendered by or in connection with this Amendment or any part thereof.

SECTION J. AGREEMENT CLOSE-OUT

Upon submitting its final invoice, the Contractor must complete and submit to the Department a Notification of Completion Form (Department Form 39). The form is generated and submitted electronically through the Department's OnBase Invoice Workflow System. Instructions for generating and submitting the Department Form 39 are available on the Department's website at <https://dot.nebraska.gov/media/mflv3k5/ndot39-instructions.pdf>. The Contractor shall submit Department 39 Form within 180 days of completion of the Work under this Amendment, and if such Form is not timely submitted, the Department may audit and close the Amendment without accepting any further invoices from the Contractor.

SECTION K. FEDERAL COST PRINCIPLES

For performance of Services as specified in this Amendment, the Department will pay the Contractor subject to the terms of this Amendment and all requirements and limitations of the federal cost

principles contained in the Federal Acquisition Regulations [48 CFR 31 \(Contract Cost Principles and Procedures\)](#).

SECTION L. OUT-OF-SCOPE SERVICES AND CONSULTANT WORK ORDERS

The Department may request that the Contractor provide Services that, in the opinion of the Contractor, are in addition to or different from those set out in the Scope of Services. When the Department decides that these Out-of-Scope Services may require an adjustment in costs, the Contractor shall provide in writing:

1. A description of the Out-of-Scope Services,
2. An explanation of why the Contractor believes that the Out-of-Scope Services are not within the original Scope of Services and additional work effort is required,
3. An estimate of the cost to complete the Out-of-Scope Services. The Contractor must receive written approval from the Department before proceeding with the Out-of-Scope Services. Before written approval will be given by the Department, the Department must determine that the situation meets the following criteria:
 - a. The Out-of-Scope Services are not within the original Scope of Services and additional work effort is required; and
 - b. It is in the best interest of the Department that the Out-of-Scope Services be performed under this Amendment.

Once the need for a modification to the Amendment has been established, the Department will prepare a subsequent Preconstruction Services Amendment. If the additional Work requires the Contractor to incur costs prior to execution of a Preconstruction Services Amendment, the Department may issue a written notice to proceed prior to completing the Preconstruction Services Amendment (for non-Federal aid projects) or shall use the process set out below (for Federal aid PE projects):

The Contractor Work Order (CWO) – Department Form 251 shall be used to describe and provide necessary justification for the additional scope of services, effort, the deliverables, modification of schedule, and to document the cost of additional services. The CWO form is available on the Department's website at <http://dot.nebraska.gov/business-center/consultant/>. The CWO must be executed to provide authorization for the additional work and to specify when that work may begin. The agreement will be supplemented after one or more CWOs have been authorized and approved for funding.

SECTION M. TERMINATION COST ADJUSTMENT

If the Amendment is terminated prior to project completion, the Department will compare the percentage of Work actually completed by the Contractor, to the total amount of Work contemplated by this Amendment. This comparison will result in a payment by the Department for any underpayment, no adjustment, or a billing to the Contractor for overpayment. The Department's final audit may result in an additional cost adjustment.

SECTION N. AUDIT AND FINAL COST ADJUSTMENT

Upon the Department's determination that the Contractor has completed Services under this Amendment, the Department, or its authorized representative, may complete an audit review of the payments made under this Amendment. The Parties understand that the audit may require an adjustment of the payments made under this Amendment. The Contractor agrees to reimburse the Department for any overpayments identified in the audit review, and the Department agrees to pay the Contractor for any identified underpayments.

SECTION O. NO WAIVER

No payments made shall be construed as an acceptance by or on behalf of the Department of any nonconforming or defective Services nor shall any such payments be conclusive evidence of the performance of this Amendment.

SECTION P. ERRORS

If any calculations certified in any invoice as true and correct as of the date thereof are thereafter determined to be inaccurate or otherwise incorrect, then corrections of such inaccuracies shall be accounted for in the next succeeding invoice. If any such calculation results in an overpayment, and there are no succeeding invoices, then the Department shall be entitled to recover the amount of the overpayment, together with interest thereon at the Default Interest Rate commencing from the date any amount becomes due to the Department until paid. This provision survives the expiration or early termination of this Amendment.