

**TASK ORDER – STATE PROJECTS**  
**PROFESSIONAL SERVICES, CONSULTANT**  
**(1)**

(2)  
NEBRASKA DEPARTMENT OF ROADS  
PROJECT NO. (3)  
CONTROL NO. (4)

(5)  
(1)

**THIS AGREEMENT**, made and entered into by and between the Nebraska Department of Roads ("State") and (2) ("Consultant"), and collectively referred to as the "Parties".

**WHEREAS**, in accordance with the terms of the Master Agreement for Consultant Services Project ("Master Agreement"), State Agreement No. (6), executed by the Consultant on (7), and by the State on (8), the State has selected several consultants, including Consultant, to be available to provide on-call (1) services for various State projects, and

**WHEREAS**, the State has selected Consultant to provide (1) ("Services") for State's project identified as Project No. (3), and

**WHEREAS**, the Parties wish to enter into a task order agreement ("Task Order"), to provide for the completion of the services for the project for which the Consultant has been selected.

**NOW THEREFORE**, in consideration of these facts, the Consultant and State agree as follows:

**SECTION 1. DEFINITIONS**

**WHEREVER** in this Task Order the following terms are used, they shall have the following meaning:

"**CONSULTANT**" means the firm of (2) and any employees thereof, whose business and mailing address is (9), and

(10) USE/DELETE "SUBCONSULTANT/SUBCONTRACTOR" means the firm of (11) and any employees thereof, whose business and mailing address is (12), and END OF (10)

"**STATE**" means the Nebraska Department of Roads in Lincoln, Nebraska, its Director, or authorized representative, and

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

"**DOT**" means the United States Department of Transportation, Washington, D.C. 20590, acting through its authorized representatives, and

To "**ABANDON**" the services under this Task Order means that the State has determined that conditions or intentions as originally existed have changed and that the service as contemplated herein is to be renounced and deserted for as long in the future as can be foreseen, and

To "**SUSPEND**" the services under this Task Order means that the State has determined that progress is not sufficient, or that the conditions or intentions as originally existed have changed, or the services completed or submitted is unsatisfactory, and that the services as contemplated herein should be stopped on a temporary basis. This cessation will prevail until the State determines to abandon or terminate the services or to reinstate it under the conditions as defined in this Task Order, and

To "**TERMINATE**" or the "**TERMINATION**" of this Task Order is the cessation or quitting of this Task Order based upon action or failure of action on the part of the Consultant as defined herein and as determined by the State, and

A "**TASK ORDER**" is a separate agreement between the State and the Consultant for services on a specific project.

## **SECTION 2. DURATION OF THE AGREEMENT**

- 2.1 **Effective Date** --This Agreement is effective upon the earlier of the date (1) the State issued the Notice to Proceed, or (2) the Parties executed this Agreement.
- 2.2 **Renewal, Extension or Amendment** --The Agreement may be renewed, extended or amended by mutual agreement or as otherwise provided herein.
- 2.3 **Identifying Date** – For convenience, the Agreement’s identifying date will be the date the State signed the agreement.
- 2.4 **Duration** – (10) DELETE FOR LUMP SUM State will treat the Agreement as completed or inactive upon the happening of either (1) the final completion of an audit review by the State or its authorized representative and the resolution of all issues identified in the audit report, or (2) the waiver of an audit review.(10) END DELETE FOR LUMP SUM (11) USE FOR LUMP SUM State will treat the Agreement as completed or inactive upon acceptance by the Consultant of the final payment from the State.(11) END USE FOR LUMP SUM
- 2.5 **Termination** -- Further, State reserves the right to terminate the agreement as provided herein.

## **SECTION 3. TASK ORDER SCOPE OF SERVICES AND CONSULTANTS FEE PROPOSAL**

- 3.1 The Consultant shall complete the services set out in both the Basic Scope of Services from the Master Agreement; and the Task Order Scope of Services for (1), outlined in Exhibit "(13)", attached and incorporated herein by this reference, and the Consultants Fee Proposal, attached as Exhibit "B" and is incorporated herein by this reference.
- 3.2 Upon receiving a written notice to proceed from the State, the Consultant shall complete the services required under this Task Order as set out in attached Exhibit "(13)", "Task Order Scope of Services," and in accordance with the terms of the Master Agreement, all of which are hereby made a part of this Task Order by this reference. The "Task Order Scope of Services" will govern over any contrary language in the "Basic Scope of Services" of the Master Agreement.

## **SECTION 4. STAFFING PLAN (For PE Services, TO)**

- 4.1 The Consultant has provided State with a staffing plan that identifies the employees of the Consultant who will be part of the primary team for this project. The primary team members will be agreed upon and identified in this Task Order. The primary team is expected to be directly responsible for providing the services under this Task Order. This document shall specify the role that will be assigned to each member of the primary team. This document is attached as Exhibit "(14)" and is incorporated herein by this reference. During design, the Consultant may make occasional temporary changes to the primary team. However, any permanent change to the primary team will require prior written approval from the State.

- 4.2 Personnel who are added to the Staffing Plan as replacements must be persons of comparable training and experience. Personnel added to the Staffing Plan as new personnel and not replacements must be qualified to perform the intended services. Failure on the part of the Consultant to provide acceptable replacement personnel or qualified new personnel to keep the services on schedule will be cause for termination of this Task Order, with settlement to be made as provided in the SUSPENSION, ABANDONMENT, OR TERMINATION section of this Task Order.

#### **SECTION 5. NOTICE TO PROCEED AND COMPLETION**

- 5.1 The State issued the Consultant a written Notice-to-Proceed on (15). Any services performed by Consultant on the project prior to the date specified in the written Notice-to-Proceed is not eligible for reimbursement.
- 5.2 The Consultant shall complete all the services according to the schedule in attached Exhibit "(13)" and shall complete all services required under this Task Order in a satisfactory manner by (16). Any costs incurred after the completion date are not eligible for reimbursement unless the State has provided a written extension of time.
- 5.3 The completion date will not be extended because of any avoidable delay attributed to the Consultant, but delays attributable to the State may constitute a basis for an extension of time.

#### **SECTION 6. FEES AND PAYMENTS**

- 6.1 The Consultant's fee proposal is attached as Exhibit "(14)".
- 6.2 The general provisions concerning payment under this Task Order are set out on the Exhibit "(17)", attached and incorporated herein by this reference.

#### **USE FOR ACTUAL COST PLUS FIXED FEE**

- 6.3 For performance of the services as described in this Task Order, the Consultant will be paid a fixed-fee-for-profit of \$(18) and up to a maximum amount of \$(19) for actual costs in accordance with Exhibit "(17)". The total Task Order amount is \$(20). **END USE FOR ACTUAL COST PLUS FIXED FEE**

#### **USE FOR MAXIMUM NOT TO EXCEED**

- 6.3 For performance of the services as described in this Task Order, the Consultant will be compensated for actual work performed up to a **Maximum-Not-To-Exceed** amount of \$(20) in accordance with Exhibit "(17)". **END USE FOR MAXIMUM NOT TO EXCEED**

#### **USE FOR LUMP SUM**

- 6.3 For performance of the services as described in this Task Order, the Consultant will be compensated a **Lump Sum** fee of \$(20), in accordance with Exhibit "(17)". This lump sum fee will constitute full payment for services necessary to complete the project as outlined. The Consultant's compensation shall not exceed the maximum without prior written approval of the State. **END USE FOR LUMP SUM**

#### **SECTION 7. SUSPENSION, ABANDONMENT OR TERMINATION**

- 7.1 The State has the absolute right to suspend or abandon the work, or terminate this Task Order at any time and such action on its part will in no event be deemed a breach of this Task Order. The State will give the Consultant seven days written notice of such

suspension, abandonment, or termination. Any necessary change in Scope of Services shall follow the Consultant Work Order Process outlined in the attached Exhibit "(17)".

- 7.2 If the State suspends or abandons the work, or terminates the work as presently outlined, the Consultant shall be compensated in accordance with the provisions of 48 CFR 31, provided however, that in case of suspension, abandonment, or termination for breach of this Task Order, the State will have the power to suspend payments, pending the Consultant's compliance with the provisions of this Task Order. For an abandonment or termination of this Task Order, payment to Consultant will be prorated based on the percentage of work completed by the Consultant prior to abandonment or termination compared to the total amount of work contemplated by this Task Order.
- 7.3 The ownership of all project plans and supporting documents completed or partially completed at the time of such termination or abandonment will be retained by the State and the Consultant shall immediately deliver all project plans and supporting documents to the State.

#### **SECTION 8. CONSULTANT CERTIFICATIONS**

The undersigned duly authorized representative of the Consultant, by signing this agreement, hereby reaffirms, under penalty of law, the truth of the certifications set out in the Master Agreement.

#### **SECTION 9. NEBRASKA DEPARTMENT OF ROADS CERTIFICATION**

By signing this agreement, I hereby reaffirms, under penalty of law, the truth of the certifications set out in the Master Agreement.

#### **SECTION 10. ENTIRE AGREEMENT**

The Master Agreement, all supplements thereto, and this Task Order Agreement constitutes the entire agreement ("The Task Order Agreement") between the Parties. The Task Order Agreement supersedes any and all previous communications, representations, or other understandings, either oral or written, and all terms and conditions of the Master Agreement and supplements thereto remain in full force and effect, and are incorporated herein as if set forth in its entirety.

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

Task Order Agreement PE Services  
T-AGRS-4-TO  
5-30-14

**EXECUTED** by the Consultant this \_\_\_\_ day of \_\_\_\_\_, 20█.

(2)  
(21)

\_\_\_\_\_  
(22)

STATE OF (23) )  
)ss.  
(24) COUNTY )

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20█.

\_\_\_\_\_  
Notary Public

**EXECUTED** by the State this \_\_\_\_ day of \_\_\_\_\_, 20█.

NEBRASKA DEPARTMENT OF ROADS  
(25)

\_\_\_\_\_  
(26)

AGRSCODING