CONCRETE GIRDER FABRICATION QUALITY ASSURANCE SERVICES

NEBRASKA DEPARTMENT OF ROADS
CITY OF LINCOLN, NEBRASKA
CONCRETE GIRDER INSPECTION SERVICES
PENNY BRIDGES ON SHERIDAN BOULEVARD
NDOR AFE No. M053, Act. 4710

This Agreement is made and entered into by and between the City of Lincoln, Nebraska ("CITY") and the State of Nebraska Department of Roads ("STATE"), collectively referred to as the "Parties".

WHEREAS, CITY has a project that involves fabrication of concrete girders for the 'Penny Bridges' on Sheridan Boulevard, west of 33rd Street, to be constructed in Lincoln, Nebraska, and

WHEREAS, CITY's construction contractor is obtaining the girders from a fabricator located in Lincoln or Omaha, Nebraska, and

WHEREAS, CITY does not have an employee with the qualifications to perform quality assurance (QA) for the concrete girders on this project; further there are no readily available private contractors to perform this work, and

WHEREAS, CITY has requested that STATE perform certain QA work for the fabrication of the concrete girders; STATE has staff available, experienced and PCI certified, and

WHEREAS, STATE is willing to do the QA work on behalf of CITY in exchange for CITY paying STATE for its costs in completing the work so long as STATE does not incur costs or liability related to related to carrying out the work for the CITY.

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

SECTION 1. JOINT POWERS

This Agreement does not establish a separate legal entity. This Agreement will be financed and conducted under the provisions of this Agreement by STATE and CITY. Each party has responsibilities under the terms of this Agreement and no joint board or administrator will be used. No real property will be purchased in relation to this Agreement.

SECTION 2. STATE RESPONSIBILITIES

2.1 At the request of and for the benefit of CITY, STATE will perform certain QA work for the fabrication of concrete girders at the place of fabrication pursuant to this Agreement. The parties agree that the fabricator of the concrete girders will provide quality control

(QC) and is solely responsible for meeting the CITY'S concrete girder requirements and specifications.

2.2 STATE will perform the QA work and provide CITY a written report containing the results of the QA, all within a reasonable time following CITY'S request for QA services. This work will generally include the following:

a. Review fabricators' QC procedures.
b. Review fabrication operations for conformance to the project requirements.
c. Collect and test strands and reinforcing steel for concrete girders.
d. Inspect and record tensioning of strands.
e. Observe and/or verify the de-tensioning of concrete girders.
f. After de-tensioning of concrete girders, girders shall be inspected for cracking.
g. Review all required remedial action and record repair procedures.
h. Prepare shipping releases and physically identify material released for shipment.
i. Prepare project Quality Assurance Documentation for submittal to CITY for permanent record.

2.3 STATE will report its observation of the fabricator's compliance with the resources provided by Precast/Prestressed Concrete Institute (PCI) and the approved shop drawings.

2.4 This agreement provides for concrete girder inspection in either Lincoln or Omaha, Nebraska. Should the girder inspection site be located outside the State of Nebraska, STATE will not be able to provide these inspection services.

2.5 STATE'S point of contact for contractual issues is:

Randy ElDorado, P.E.
Consultant Services Engineer
Planning and Project Development
1500 Highway 2
Lincoln NE 68509-4759
Email: randy.eldorado@nebraska.gov
Phone: (402) 479-4778

SECTION 3. CITY RESPONSIBILITIES

3.1 CITY will pay for all of STATE'S direct labor costs, indirect costs, and travel expenses involved in the performance of services under this Agreement based on the rate that is current at the time of service.

3.2 CITY will request QA services from STATE as needed.

3.3 CITY will carefully and immediately inspect each girder delivered to the jobsite to confirm the girders meet the CITY'S specifications. CITY shall be responsible for all inspection services following delivery of the girders by the fabricator to the job site.

3.4 CITY's point of contact is:

Public Works Department
Roger A. Figard, P.E., City Engineer
City of Lincoln, Nebraska
949 West Bond St. #200
Lincoln, NE 68521
402-441-7711 General Office
402-441-6576 Fax
rfigard@lincoln.ne.gov

SECTION 4. TERM

This Agreement will begin on June 1, 2015, and will end November 1, 2015, unless terminated earlier pursuant to the terms and conditions of this Agreement.

SECTION 5. ESTIMATED COSTS AND PAYMENT PROVISION

STATE estimates that the cost to complete the work under this agreement will be approximately Six Thousand Five Hundred Dollars ($6,500.00). STATE shall give CITY seven (7) days written notice when STATE expects that the estimated cost will be exceeded. At the completion of the QA work, STATE will invoice CITY the actual costs incurred (including direct, indirect costs and expenses) and CITY will pay STATE within thirty (30) days of receipt of the invoice.

SECTION 6. AMENDMENT PROVISION

This Agreement may not be amended, except in writing; such writing shall be expressly identified as a part of this Agreement, and be signed by an authorized representative of each of the parties.

SECTION 7. ALLOCATION OF RISK AND LIMITATION OF REMEDY

The work of STATE under this Agreement is at the request of and for the sole benefit of CITY. The Parties agree that all risk is solely on CITY if the concrete bridge girders completed by fabricator, and delivered to the work site, do not meet the CITY'S contract specifications, regardless of the acts, failure to act, omission, or negligence of STATE. Further, STATE does not warrant or guarantee, in any way, the quality of the work completed by fabricator. STATE will complete its work in good faith however, CITY agrees that the sole remedy CITY has against STATE is return of the costs it paid STATE to complete the work under this Agreement.

SECTION 8. TERMINATION PROVISION

Either party may terminate this Agreement by giving fourteen (14) days' written notice to the other. STATE will invoice CITY for any costs incurred prior to termination and CITY will pay STATE within (30) days of receipt of the invoice.

SECTION 9. INDEPENDENT ENTITY PROVISION

No employee of STATE engaged in the performance of services required under the Agreement will be considered an employee of CITY.

SECTION 10. AUDIT PROVISION

Upon reasonable notice, STATE will allow CITY, through any authorized representative, access to and the right to examine and copy all cost records related to services rendered under this Agreement. STATE will keep these records available for a period of three (3) years after the date of final payment under this Agreement is made and all other pending matters are closed.

SECTION 11. COMPLIANCE PROVISION

STATE will provide a Precast/Prestressed Concrete Institute (PCI) Certified Inspector to perform the services under this Agreement.

SECTION 12. SEVERABILITY PROVISION

If any court of competent jurisdiction holds any provision of this Agreement unenforceable or invalid, such holding will not invalidate or render unenforceable any other provision of this Agreement.

SECTION 13. ENTIRE AGREEMENT

This instrument embodies the entire agreement of the Parties. There are no promises, terms, conditions, or obligations other than contained herein, and this agreement supersedes all previous communications, representations, or other agreements or contracts, either oral or written hereto.

SECTION 14. ASSIGNMENT PROVISION

Neither Party will assign, transfer, or delegate any rights or obligations under this Agreement without the other Party's prior written consent.

SECTION 15. THIRD PARTY BENEFICIARIES

No third party beneficiaries are created by this Agreement, nor do the Parties to this Agreement authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

SECTION 16. EMPLOYEE STATUS

Any officer, employee, or agent engaged in work under this Agreement will remain an employee with his or her agency during participation in work under this Agreement. Each agency will retain exclusive responsibility for its officers, agents, and employees while these officers, agents, and employees are engaged in work under this Agreement, including but not limited to responsibility for regular and overtime wages and salaries, unemployment benefits, workers' compensation coverage, health insurance, or other benefits, and liability coverage and indemnity, except as otherwise specifically provided in this Agreement.

IN WITNESS WHEREOF, the Parties hereby execute this agreement pursuant to lawful authority as of the date signed by each party.

EXECUTED by the City of Lincoln, Nebraska, this ___ day of _____, 20 .

CITY OF LINCOLN

_____ _____

City Clerk Mayor

RECOMMENDED FOR APPROVAL

By_____
Public Works Director

EXECUTED by Nebraska Department of Roads this _____ day of _____, 20 .

STATE OF NEBRASKA
DEPARTMENT OF ROADS

_____
Materials and Research Engineer