

STATE - LPA
PROFESSIONAL SERVICES, LPA STAFF
CONSTRUCTION ENGINEERING SERVICES

CITY OF LINCOLN, NEBRASKA
NEBRASKA DEPARTMENT OF ROADS
PROJECT NO. LCLC-5231(13)
CONTROL NO. 13137
27TH AND LEIGHTON VIADUCT

THIS AGREEMENT, made and entered into by and between the City of Lincoln, Nebraska, hereinafter referred to as the "LPA", and the State of Nebraska, Department of Roads, hereinafter referred to as the "State", and collectively referred to as the "Parties"

WITNESSETH:

WHEREAS, LPA has completed or is in the process of completing plans, special provisions, and standard specifications for the letting and construction of a federal-aid transportation related construction project, and

WHEREAS, the LPA and State have entered into Program Agreement, BL1089, for the above named project executed by the LPA on November 23, 2010 and executed by the State on November 29, 2010, and

WHEREAS, the LPA's federal-aid project is designated as Project No. LCLC-5231(13), and

WHEREAS, the project identified above is solely the responsibility of the LPA; the State's involvement in this project is for the sole purpose of acting as the representative of the Federal Highway Administration (FHWA) for eligibility of the project for federal funding;

WHEREAS, the LPA desires to use its own staff to perform the necessary professional construction engineering services for this project, and

WHEREAS, the LPA desires to be reimbursed for this work from Federal funds made available for this project, and

WHEREAS, the LPA staff is properly qualified to complete this work and has met all applicable requirements of the Nebraska Board of Engineers and Architects to provide professional services for this project, and

WHEREAS, LPA is willing to perform the services in accordance with the terms hereinafter provided, agrees to comply with all federal, state, and local laws and ordinances applicable to this agreement, and agrees to comply with all applicable federal-aid transportation

project related program requirements, so that LPA's project will be fully eligible for federal reimbursement, and

WHEREAS, the State is willing to reimburse LPA for its work under this Agreement with federal funds so long as the LPA meets all applicable federal and state federal-aid reimbursement laws and requirements, and

WHEREAS, the State has let or will let a construction contract for the project on behalf of the LPA, and

WHEREAS, the parties intend that the services also be completed in accordance with the terms and conditions of the Nebraska LPA Guidelines Manual for Federal Aid Projects; hereinafter referred to as LPA Manual, and

WHEREAS, the LPA is required to use the State provided construction recordkeeping system (Trans•Port Site Manager), for the Services provided under this agreement.

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

SECTION 1. DEFINITIONS

WHEREVER in this agreement the following terms are used, they shall have the following meaning:

"LPA" means the City of Lincoln, Nebraska and any employees thereof, whose business and mailing address is 901 West Bond, Suite 100, Lincoln NE 68521, and

"LPA MANUAL" shall mean the Nebraska Department of Roads' LPA Guidelines Manual for Federal-Aid Projects. The LPA Manual is a document approved by the Federal Highway Administration (FHWA) that sets out the requirements for local federal-aid projects to be eligible for federal reimbursement; the LPA Manual can be found in its entirety at the following web address: <http://www.dor.state.ne.us/gov-aff/lpa/lpa-guidelines.pdf>, and

"RESPONSIBLE CHARGE" or "RC" shall mean LPA's representative for the project whose duties and responsibilities are identified in federal law and in the LPA Manual, and

"STATE" means the Nebraska Department of Roads in Lincoln, Nebraska, its Director, or authorized representative. The State represents the interests of the United States Department of Transportation on federally funded transportation projects sponsored by a sub recipient of federal funds and any reference to the "State" in this Agreement shall mean the State on behalf of the United States Department of Transportation.

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

"DOT" means the United States Department of Transportation, Washington, D.C. 20590,

acting through its authorized representatives.

"STATE REPRESENTATIVE" means an employee of the State assigned by the State to observe whether the LPA's project meets the eligibility requirements for federal funding and to provide technical assistance when requested by the LPA, in LPAs efforts to comply with the requirements for Federal-aid funded local projects.

"PHASE OF WORK" means the distinct work phases established for federal aid transportation projects and are the following;

1. Preliminary Engineering/NEPA (*PE*)
2. Final Design
3. Right-of-Way (*ROW*)
4. Utilities
5. Construction Engineering (*CE*)
6. Construction

Each new work phase requires FHWA to: 1) approve obligation of funds, 2) authorize work in that phase to begin, and 3) NDOR to issue a notice-to-proceed to the LPA.

To "ABANDON" the Agreement means that the State has determined that conditions or intentions as originally existed have changed and that the Agreement as contemplated herein is to be renounced and deserted for as long in the future as can be foreseen.

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

To "TERMINATE" or the "TERMINATION" of this agreement is the cessation or quitting of this agreement based upon action or failure of action on the part of the LPA as defined herein and as determined by the State.

SECTION 2. PROGRAM AGREEMENT

All provisions of the project program agreement remain in full force and effect, except to the extent specifically modified herein.

SECTION 3. SCOPE OF SERVICES

LPA understands that the Services provided by LPA must be completed in accordance with all federal-aid reimbursement requirements and conditions. LPA agrees that the Scope of Services for this work will be in two parts. Part one of the Scope of Services is contained within

the General Statement set out below. Part two of the Scope of Services is set out on the document attached hereto as Exhibit "A", entitled Scope of Services and Fee Proposal, which is hereby fully incorporated herein and made a part hereof by this reference. Exhibit "A" is the result of the following process:

- (1) LPA created a document describing the detailed proposed Scope of Services for this project.
- (2) LPA and State together reviewed the proposed Scope of Services and Fee Proposal document, which is attached as Exhibit "A".
- (3) On all construction projects, the LPA shall develop an Environmental Compliance Checklist to track and record oversight of the environmental commitments. The LPA shall develop a Project Commitment Checklist to track and record oversight of project specific commitments involving right of way, railroad, access, special provisions, etc. These checklists shall be developed by and maintained by the LPA.

State and LPA have agreed that Exhibit "A" sets out the Services reasonably necessary and the costs reasonably estimated for LPA Services to adequately observe, monitor, inspect, measure, manage, document and report so that LPA's project is constructed by the contractor in compliance with the Construction Contract Documents (definition below), the Manuals (definition below), State and Federal law, rule or regulation and policy. The LPA agrees to provide the services listed on Exhibit "A" for Project No. LCLC-5231(13), Control No. 13137, in Lancaster County, Nebraska.

General Statement: The LPA services generally include, but are not limited to, project management, construction engineering, pre-construction staking, traffic control plans, conducting the preconstruction conference, staking and inspection and materials sampling and testing during project construction, monitoring environmental commitments, preparing as-built plans, progress computations, final computations, preparing contractor change orders, and work orders, and the necessary communication to insure project eligibility.

The LPA shall review and have a working knowledge of the project plans, special provisions, standard specifications (the Standard Specifications for Highway Construction of NDOR (Current Edition), change orders and all other project related contract documents for the construction of LPA's Federal-Aid project. The project plans, special provisions, standard specifications, and other contract documents are hereby incorporated by reference into this agreement, as if they were fully set forth herein, and collectively, may be referred to as the

Construction Contract Documents. LPA shall have the duties of "Inspector", (also referred to in the NDOR Construction Manual as "Construction Technician"); "Project Manager;" and also "Engineer" (unless the context of use of the term "Engineer" would otherwise require), as those terms are defined and duties set out in the Standard Specifications for Highway Construction (2007 Edition). LPA shall be responsible for all duties of the "Engineer".

Additionally, LPA shall review and have a working knowledge of the following authoritative guides and manuals related to highway construction, materials and federal aid reimbursement:

- (1) NDOR Construction Manual - Current Edition
- (2) Materials Sampling Guide
- (3) Standard Methods of Tests – 2006
- (4) The LPA Manual
- (5) The Manual on Uniform Traffic Control Devices

These documents are hereby incorporated herein by reference as if fully set forth, and these documents, collectively, may be referred to as the Manuals. Unless required otherwise by the Construction Contract Documents, LPA shall be responsible for timely completion of all applicable checklists, tests, samples, duties, requirements and provisions of the Manuals. The Manuals will be used to determine what, when, how, the sequence, and other details of the work that must be provided by LPA, whenever LPA's duties in these respects are not clearly set out in the Construction Contract Documents. LPA shall employ a sufficient number of qualified employees on the project to adequately observe, monitor, inspect, measure, manage, document, report and carry out the other duties of this agreement, so that the project is constructed by the contractor in compliance with the Construction Contract Documents, the Manuals, State and Federal law, rule or regulation and policy. LPA shall fulfill all contract duties of inspection, project management and construction engineering for the project in a timely manner and shall communicate regularly about the progress of the construction with the State, through the RC, and, when appropriate for federal funding or eligibility issues, the State representative.

The LPA shall be present at the project site when appropriate for each applicable phase of construction to inspect, observe, monitor, measure, manage, document and report on the progress of the work.

The parties understand that the LPA is not responsible for the Contractor's means and methods of construction. To the extent the Construction Contract Documents and the Manuals

specify sequencing of work, equipment requirements, or other construction methods, the LPA shall keep the Owner's RC informed about the progress and quality of the portion of the work and shall advise the RC about observed or measured deficiencies in the work.

SECTION 4. NEW EMPLOYEE WORK ELIGIBILITY STATUS (This version is for LPA provided professional services agreement only.)

The LPA agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska under this agreement. The LPA hereby agrees to contractually require any Consultants or Subconsultants to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

The undersigned duly authorized representative of the LPA, by signing this agreement, hereby attests to the truth of the following certifications, and agrees as follows:

Neb.Rev.Stat. § 4-114. I certify compliance with the provisions of Section 4-114 and, hereby certify that this Local Public Agency shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. I agree to require all Subconsultants, by contractual agreement, to require the same registration and verification process.

SECTION 5. NOTICE TO PROCEED AND COMPLETION

The State will issue the LPA a written Notice-to-Proceed (NTP) upon full execution of this agreement and upon verification that Federal funding approval has been obtained for the services under this agreement. Any work or services performed by LPA on the project prior to the date specified in the written Notice-to-Proceed is not eligible for reimbursement. LPA agrees to prosecute this work promptly to completion.

State authorized changes in the scope of services, which increase or decrease work-hours or services required of the LPA, will provide the basis for changes to the total costs of the services under this agreement.

The LPA shall complete all work under this agreement within 45 calendar days after the date of final acceptance of the project construction by the LPA. Any costs incurred by LPA after the

completion deadline are not eligible for federal funding reimbursement unless the LPA has received an extension of time in writing from the State and the LPA has federal funding approval for the extension of time.

SECTION 6. CONFLICT OF INTEREST

The LPA shall review the Conflict of Interest provisions of 23 CFR 1.33 and 49 CFR 18.36(b)(3) and agrees to comply with all the Conflict of Interest provisions in order for the project to remain fully eligible for State or Federal funding. LPA should review, understand and follow the instructions provided in the **NDOR CONFLICT OF INTEREST GUIDANCE**

DOCUMENT for LPA OFFICIALS, EMPLOYEES & AGENTS for LOCAL FEDERAL-AID

TRANSPORTATION PROJECTS located on the State website at the following location:

<http://www.dor.state.ne.us/gov-aff/lpa/chapter-forms/coi/coi-guidance-doc-lpa.pdf>

In the event a consultant is used by the LPA on this project, the consultant must also complete and sign the **CONFLICT OF INTEREST DISCLOSURE FORM FOR CONSULTANTS for Local Federal-aid Transportation Projects**, for each project. This form is located on the State website at the following location:

<http://www.dor.state.ne.us/gov-aff/lpa/chapter-forms/coi/coi-disclosure-doc-consultant.pdf>

Consultants and sub-consultants providing services for LPA's, or submitting proposals for services, shall have the duty to notify the LPA and the NDOR LPD PC and submit a revised Conflict of Interest Disclosure Form for Consultants for any changes in circumstances, or discovery of any additional facts, that could result in someone employed by, or who has an ownership, personal, or other interest with Consultant or sub-consultant having a real or potential conflict of interest on an LPA federal-aid transportation project.

SECTION 7. REIMBURSEMENT AND INVOICING

For performance of the services described in this agreement, the LPA will be reimbursed for direct costs and indirect costs as defined below in this section, that are allowable subject to the terms of this agreement and to all requirements and limitations of the State policies and the federal cost principles contained in 2 CFR 225 – Cost Principles for State, Local and Tribal Governments and the Federal Acquisition Regulation (48 CFR 31). The total agreement amount is \$224,169.59, of which \$179,335.67 is the Federal share and \$44,833.92 is the LPA share.

A. **Direct costs** must be incurred specifically for the services performed under this agreement, and include:

1. **Direct Labor Costs** –

- (a) **Hourly Rates:** For time devoted and identified specifically for work under this agreement and based upon actual hours as documented by time reports that account for all hours compensated during the pay period and billed at actual labor rates.
- (b) **Time Reports:** The hours charged to the project must be supported by adequate time distribution records that clearly indicate the distribution of hours to all projects/activities on a daily basis for the entire pay period. Time reports must provide a clear identifying link to the projects: such as project description, project number, pertinent work phase, dates of service, and the individual's name and position (*as required by LPA Manual Chapter 13, paragraph. 13.4.7*). There must be an adequate system of internal controls in place to ensure that time charges are correct and have the appropriate supervisory approval.

2. **Labor Fringe Benefits** – provided they are:

- a) reasonable,
- b) required either by law, labor agreements or an established policy of the LPA,
- c) are equitably allocated to all activities,
- d) the accounting basis (cash or accrual) is consistently followed by the LPA,
- e) are eligible in accordance with 2 CFR part 225 (OMB Circular A-87), and
- f) the allocation rate has been reviewed and approved by NDOR and/or FHWA for the work under this agreement. Fringe benefit costs include:

- Paid Leaves (holiday, vacation, sick, court, military, etc.)
- Employer contributions or expenses for:
 - a. Social Security and Medicare
 - b. Employee life and life insurance
 - c. Unemployment insurance
 - d. Worker's compensation insurance
 - e. Retirement/Pension plan costs
 - f. Other similar benefits

3. **Direct Non-labor costs** – These costs include all necessary, actual, and allowable costs related to completing the work under the agreement, subject to limitations and restrictions described below and in the Program Agreement, including but not limited to: meals, lodging, mileage, subject to the limitations outlined below; communication costs; reproduction and printing costs; special equipment and materials required for the project;

approved equipment purchases or other capital expenditures necessary for the project and such other allowable items. The State will reimburse the LPA for all necessary, allowable, eligible and properly documented direct non-labor costs related to the work under this agreement provided that costs of this nature are not also included in an indirect cost rate.

The following expenses will be reimbursed as outlined in this agreement based on actual costs, not to exceed the rates as shown below.

- (a) The reimbursement for mileage associated with the use of LPA owned vehicles shall 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 which the consultant reimbursed to the person who submitted the claim for POV use, or
 - 2) The prevailing standard rate as established by the IRS.
- (b) Automobile Rentals and Air Fares will be actual reasonable cost and if discounts are applicable the Consultant shall give the State the benefit of all discounts.
- (c) The reimbursement for meal and lodging rates shall be limited to the prevailing standard rate as indicated in the current website address for U.S. General Services Administration's (GSA) rates which is indicated below:

<http://www.gsa.gov/portal/category/100120>

- 1) For the LPA employees to be eligible for the meal allowance, the following criteria must be met.

Breakfast: (a) Employee is required to depart at or before 6:30 a.m., or
(b) Employee is on overnight travel.

Lunch: (a) Employee must be on overnight travel. No reimbursement for same day travel.
(b) Employee is required to leave for overnight travel at or before 11:00 a.m., or
(c) Employee returns from overnight travel at or after 2:00 p.m.

Dinner: (a) Employee returns from overnight travel or work location at or after 7:00 p.m., or
(b) Employee is on overnight travel.

Meals are not eligible for reimbursement if the employee eats within 20 miles of the headquarters town of the employee.

The LPA shall note the actual lodging and meal costs in a daily diary, expense report, or on the individual's time report along with the time of departure to the project and time of return to the headquarters town. The total daily meal costs must not exceed the GSA rates set out above.

B. **Indirect Cost Rates** are incurred for common purposes and provide a benefit to the entire organizational entity. These costs are recovered through an indirect cost rate applied as a percentage to direct labor. LPA's indirect costs will only be allowed under the following conditions:

- 1) The LPA has an indirect cost rate that is supported by an Indirect Cost Allocation Plan (ICAP) which has been developed in accordance with 2 CFR 225 – Cost Principles for State, Local and Tribal Governments [OMB Circular A-87], and
- 2) The indirect cost allocation rate has been approved in advance by NDOR. *(If the LPA has already in place an ICAP which has been reviewed and approved by the LPA's cognizant Federal agency, the ICAP will be considered for acceptance by FHWA and NDOR.)*

C. **Invoices and Progress Reports.** The LPA shall submit invoices to the State no more frequently than at monthly intervals. The invoices must present actual direct and indirect costs, as described above, billed for that period. The invoices must identify each employee by name and classification, the hours worked, and each individual's actual labor cost. Direct non-labor expenses must be itemized and provide a complete description of each item billed.

Each monthly invoice must be substantiated by a progress report which is to include/address, as a minimum:

1. A description of the work completed for that period
2. A description of the work anticipated for the next pay period
3. Information needed from the State
4. Percent of work completed to date
5. A completed "Cost Breakdown Form" which is located on the State's webpage at www.transportation.nebraska.gov/rfp.

If the LPA does not submit a monthly invoice, it shall submit its progress report monthly.

- D. **Progress Payments.** Payments will not be made unless the monthly progress reports provide adequate substantiation for the work and whether the State determines that the work has been properly completed. The State will make a reasonable effort to pay the LPA within 30 days of receipt of the LPA invoices.
- E. **Final Invoice.** Upon completion of the work under this agreement, the LPA shall submit their final invoice identifying it as the final invoice.
- F. **Final Payment.** Upon determination that the work was adequately substantiated and satisfactory, reimbursement will be made for any remaining billed eligible actual costs. The acceptance by the LPA of the final payment will constitute and operate as a release to the State for all claims and liability to the LPA, its representatives, and assigns, for any and all things done, furnished, or relating to the services rendered by or in connection with this agreement or any part thereof.
- G. **Audit and Final Cost Adjustment.** When the work is completed, the State will complete an audit review of the payments made under this agreement. The LPA agrees to reimburse the State for any overpayments identified in the audit review, and the State agrees to reimburse the LPA for any identified underpayments. The LPA agrees to pay the State within thirty days after receipt of a billing from the State.
- H. **LPA Cost Record Retention.** The LPA shall maintain, all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such material available for examination at its office at all reasonable times during the agreement period and for three years from the date of final cost settlement by FHWA under this agreement and project closeout by the State. Such materials must be available for inspection by the State, FHWA, or any authorized representative of the federal government, and when requested, the LPA shall furnish copies.

SECTION 8. GENERAL REQUIREMENTS:

- A. The LPA shall advise the State when it appears any Disadvantaged Business Enterprise (DBE) working on the project is in need of assistance.
- B. The LPA shall make every effort to assist the Contractor or any Subcontractor in interpreting Project Plans, Special Provisions, Standard Specifications, other Construction Contract Documents, or the Manuals.
- C. The LPA will be present at the project site or available at LPA's Offices beginning on the date specified in the LPA's notice to proceed to the contractor, unless project work has not begun at the site; or, with at least 24 hours notice, at any prior date (1) when contract

work begins or when materials are delivered to the project that need to be tested, sampled or inspected to verify conformance to the requirements of the Construction Contract Documents.

- D. The LPA will review and approve the performance of all construction work on the project, with the right, but not the duty for the State and FHWA to review for compliance or funding eligibility.
- E. All reports of field tests performed by the LPA will be submitted weekly to the State Representative (two copies). LPA will take appropriate action to reject or remedy the work or materials that do not conform with the contract documents.
- F. The LPA shall comply with all Federal, State and local laws, rules or regulations, policies or procedures, and ordinances applicable to the work contemplated in this agreement.
- G. Project time delays attributed solely to the Contractor will constitute a basis for a request for an equivalent extension of time for the LPA. The parties understand that federal reimbursement of extra compensation must be approved in advance as described in the Fees and Payments Section of this agreement.
- H. The sampling and testing type, method and frequency must be completed by LPA according to the current State of Nebraska Manuals, including the Materials Sampling Guide and the State Standard Methods of Tests (www.dor.state.ne.us), and the Construction Contract Documents. For sampling or testing issues or situations that are not covered in the Construction Contract Documents or the Manuals, LPA shall decide what testing type, method or frequency should be applied for this project. Any test methods or procedures that are proposed to be used and are not covered by NDOR procedures must receive prior concurrence for use from NDOR and FHWA.

SECTION 9. OWNERSHIP OF DOCUMENTS:

The diaries, reports, field books, shop drawings, surveys, plans, specifications, maps, computations, charts, and electronic project data and all other project documents prepared or obtained are the property of the LPA. At the conclusion of the project, the LPA shall include these documents in the LPA's federal-aid project file. Further, LPAs time sheets and payroll documents shall be kept in LPAs files for at least three years after the project acceptance by FHWA.

SECTION 10. PROFESSIONAL PERFORMANCE

The LPA understands that it is solely responsible for the quality of the professional services it is providing for this project. LPA believes that LPA employees have the necessary

professional training, experience and ability to properly complete the work under this agreement. Any examination by the State, or FHWA, or any acceptance or use of, or acquiescence in the LPA's work product, will not be considered to be a full and comprehensive examination and will not be considered approval of the LPA's work product which would relieve the LPA from liability or expense that would be connected with the LPA's sole responsibility for the propriety and integrity of the professional work to be accomplished by the LPA pursuant to this Agreement.

The LPA further understands that acceptance or approval of any of the work of the LPA by the State or of payment, partial or final, will not constitute a waiver of any rights of the State, or in any way relieve the LPA from any liability or expenses due to error, omission, or negligence of the LPA in its work. That further, if due to error, omission, or negligence of the LPA, the work product of the LPA is found to be in error or there are omissions therein revealed during or after the construction of the project and revision, reconsideration or reworking of the LPA's work product is necessary, the LPA shall make such revisions without expense to the State. The LPA shall respond to the notice of any errors, omissions or negligence within 24 hours and give immediate attention to necessary corrections. If the LPA discovers errors in its work, it shall notify the State of the errors within 24 hours. Failure of the LPA to notify the State will constitute a breach of this Agreement. The LPA's legal liability for any or all damages incurred by the State or by others caused by error, omission, or negligent acts of the LPA will be borne by the LPA without liability or expense to the State and will not be considered eligible for reimbursement with federal funds.

SECTION 11. SUSPEND, ABANDON OR TERMINATE

The FHWA, or the State on its behalf has the absolute right to suspend or abandon the project or to change the general scope of work at any time and such action on its part will in no event be deemed a breach of this Agreement. The State can suspend or terminate this agreement at any time. The State will give the LPA seven days written notice of such suspension or termination.

If the State abandons or subtracts from the work, or suspends or terminates the agreement as presently outlined, the LPA will be reimbursed in accordance with the provisions of 48 CFR 31, provided however, that in case of suspension, abandonment, or termination for breach of this agreement or for improper work, the State can suspend reimbursements, pending the LPA's compliance with the provisions of this agreement. In determining the percentage of

work completed, the State will consider the work performed by the LPA prior to abandonment, suspension or termination to the total amount of work contemplated by this agreement.

SECTION 12. GENERAL COMPLIANCE WITH LAWS

The LPA hereby agrees to comply with all federal, state, and local laws and ordinances applicable to the work.

SECTION 13. DISPUTES

Any dispute concerning a question of fact in connection with the work not disposed of by this agreement will be referred for determination to the State or a duly authorized representative, whose decision in the matter will be final and conclusive on the parties to this agreement.

SECTION 14. HOLD HARMLESS PROVISION

The LPA agrees to save harmless the State from all claims and liability due to activities of the LPA or those of the LPA's agents or employees in the performance of work under this agreement.

SECTION 15. PROFESSIONAL REGISTRATION

When applicable, the LPA shall affix the seal of a registered professional engineer or architect licensed to practice in the State of Nebraska, on all documents, plans, and specifications prepared under this agreement as required by the Nebraska Engineers and Architects Regulations Act, Neb.Rev.Stat. 81-3401 et.seq.

SECTION 16. SUCCESSORS AND ASSIGNS

This agreement is binding on successors and assigns of either party.

SECTION 17. SUBLETTING, ASSIGNMENT, OR TRANSFER

Any subletting, assignment, or transfer of any professional services to be performed by the LPA is hereby prohibited unless prior written consent of the State is obtained.

SECTION 18. ALL ENCOMPASSED

This instrument embodies the whole 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.

Exhibit "A"
SCOPE OF SERVICES

CONSTRUCTION ENGINEERING
for

Project Name: 27th & Leighton Viaduct
Project Number: CLC-5231(13)
Control Number: 13137

A. PROJECT DESCRIPTION

This scope provides for construction engineering services for the City of Lincoln in Lancaster County, Nebraska. The project consists of the following improvements: Replacing the barrier railings, replacing the bridge deck expansion joints, rehabilitation work of the existing substructure elements, installing an ice warning system and replacing the concrete pavement approach sections.

It shall be the responsibility of the LPA to administer, monitor, and inspect construction such that the project is constructed in conformity with the plans, specifications, and special provisions.

The LPA shall inspect the Contractor's work to determine the progress and quality of work, identify discrepancies, report significant discrepancies to the RC and NDOR State Representative and direct the Contractor to correct such observed discrepancies.

B. APPLICABLE PUBLICATIONS

Work shall be done in accordance with the following materials as currently adopted at the time of letting:

1. AASHTO Standard Specifications for Transportation Materials and Methods of Sampling and Testing
2. The ASTM Standards
3. NDOR Materials Sampling Guide
4. NDOR Construction Manual
5. NDOR Standard Specifications for Highway Construction
6. Project Plans
7. Contract Special Provisions
8. Manual on Uniform Traffic Control Devices (MUTCD) and NDOR's supplement to the MUTCD.
9. NDOR Final Review Manual
10. NDOR Standard Method of Tests for Laboratory and Field

C. NDOR SHALL PROVIDE

The LPA, on an as needed basis, will furnish the following documents for the project.

1. Two copies of the Plans and Special Provisions
2. Other

These documents may be provided in either paper or electronic format.

D. LPA SHALL PROVIDE

1. Project Management and Coordination. 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 and monthly progress reports; prepare project correspondence with the LPA and/or NDOR; maintain project records; and perform other duties of the Project Manager as defined in the NDOR Standard Specifications for Highway Construction.

- 1.1 Project Management activities shall include the following:

- Project Management – Provide management of project including staffing, scheduling, invoicing, progress reports, and coordination with designer.
 - Prepare Change Orders and submit copies to the appropriate parties for approval and full execution.
 - Maintain detailed Project Records and keep them current. All records shall be available at the LPA's office.
 - Generate contractor's progress and final Estimates in Site Manager
 - Review Contractor's Construction Schedule
 - Coordinate with LPA and RC regarding all project activities.
 - Make entries of project data and diary information into Site Manager on a daily basis. Insure that inspectors and lab personnel are maintaining appropriate daily work reports and all material records.
2. Meetings. Project staff will meet with the LPA, the Contractor, and NDOR when requested by the State, and prepare minutes of the meeting.
- 2.1 Construction Inspection Planning Meeting - The LPA shall coordinate this meeting prior to start of construction to ensure roles and responsibilities are clear. Attendees should include the LPA RC, construction inspection personnel and NDOR State Representative.
 - 2.2 Pre-Construction Meeting - Prepare the agenda, attend, and distribute meeting notes.
 - 2.3 Construction Progress Meetings - Prepare the agenda, attend, and conduct periodic progress meetings with the LPA and/or NDOR personnel, contractor, sub-contractors, utility personnel, and other agencies affected by the project. FHWA shall be included for full Federal oversight projects. There will be approximately **23** meetings.
 - 2.4 Public Meeting (If Required) - Assist the LPA with scheduling and conducting a Public Meeting with Contractor and Residents prior to the start of project.
 - 2.5 Assume **4** trips to the project site for meetings.
3. Traffic Control Plan. LPA shall prepare a traffic control plan for the project site. These plan sheet(s) are to be signed by a Professional Engineer licensed in the State of Nebraska. Traffic Control plans shall be reviewed by the State Representative prior to placing in service LPA will use checklist 12-72 to audit and document the completion of this activity). Once the plans are completed, they are to be submitted to the Person of Responsible Charge (RC).
- 3.1 Prepare Traffic Control Plan in accordance to NDOR Standard Plans, MUTCD and the NDOR Supplement to the MUTCD. Sign and seal plans.
 - 3.2 Review and approve Traffic Control Plan (If Completed by Contractor) for conformance to the Contract's Special Provisions.
 - 3.3 Submit Plans to the RC for their records.
4. SWPPP Inspections/Manual Updates. LPA shall conduct inspections weekly and after every ½" or greater rain event according to permit regulations. The Stormwater Pollution Prevention Plan (SWPPP) Manual shall be updated according to NDOR and/or LPA requirements.
- 4.1 Conduct **25** Inspections
 - 4.2 Update SWPPP Manual and Temporary Erosion Control Plan
 - 4.3 Assume **25** trips to the project site for SWPPP Inspections.
5. Construction Survey/Staking. **Construction survey/staking is to be provided by the Contractor.** The following tasks are required if the LPA is providing Construction Surveying and Staking. This work shall be done in accordance with the NDOR Construction Manual.
- 5.1 Provide coordination of staking needs with Contractor.
 - 5.2 LPA shall verify and re-establish if necessary the survey control used during the preliminary engineering.
 - 5.3 Stake limits of construction throughout project.

- 5.4 — Mark removals including pavement removal limits. Stake right-of-way and construction easements.
- 5.5 — Provide slope stakes for grading
- 5.6 — Provide paving hubs. For structures storm sewer and pipe culverts, the LPA will provide grade stakes.
- 5.7 — Provide cross section for new culverts before providing a Culvert Order List to Contractor.
- 5.8 — Stake fence relocation and guardrail.
- 5.9 — Stake silt fence.
- 5.10 — Verify existing tie-in elevations and locations and adjust new pavement grades to meet existing pavement.
- 5.11 — Assume ___ trips to the project site for construction survey/staking.

All items will be staked one time. Except for re-staking required for staking done incorrectly, re-staking will be considered out-of-scope. If re-staking is required because of the activities of the Contractor, the fee for re-staking will be withheld from Contractor payment.

- 6. Construction Consultation/Site Manager & Daily Work Report (DWR). LPA shall contact RC/Designer as needed to obtain plan clarifications/interpretations. Maintain and review project materials and promptly enter information into Site Manager.
 - 6.1 Construction Consultation/SiteManager & Daily Work Report (DWR)
 - Review and Enter Data into SiteManager
 - Maintain Project Field Diaries, Files, and Record data in SiteManager
 - Document and Review Daily Work Reports (DWRs)
- 7. Girder Shim Surveying. (Bridge Projects Only) The Designer (PE) shall determine the girder shim values, which are defined as the differences in elevation between the top-of-girder elevation and the top-of-slab elevation necessary at known points along the length of the girder during placement of the deck to result in the finished top-of-slab elevation to be correct after the girder has deflected under the weight of the slab.
 - 7.1 Girder Shim Surveying
 - Shim shots will be taken at the locations as determined by the designer.
 - Elevations and rod readings need to be recorded by LPA and submitted to PE at the time the shim shots are taken.
- 8. Perform Bearing Calculations. If pile driving is required on the project, the LPA shall perform bearing capacity calculations in accordance with the NDOR Construction Manual.
 - 8.1 Perform Bearing Calculations
- 9. Construction Inspection. LPA shall perform material sampling and testing and complete inspection work and project management in accordance with the references list in Section B of this Exhibit. LPA shall assume the duties of "Inspector, (also referred to in the NDOR Construction Manual as "Construction Technician"), "Project Manager", and also "Engineer" (unless the context of use of the term "Engineer" would otherwise require), as those terms are defined and duties set out in the Standard Specifications for Highway Construction. LPA shall assume that it is responsible for all duties of the "Engineer" unless notified otherwise by RC on behalf of LPA.
 - 9.1 Construction Inspection: Duties for construction inspection will include, but are not limited to, the following items:
 - Conduct wage rate interviews and review payrolls for correctness and Davis-Bacon Wage Rate compliance
 - Verify that the performance of the work is in conformance with the plans, specifications, and special provisions.
 - Conduct reviews for compliance with Disadvantaged Business Enterprise (DBE) commitments

- The LPA is required to create checklists to document assessment and compliance with all environmental commitments for the project. An Environmental Compliance Inspection Audit will be conducted by NDOR personnel. (NDOR will use checklist 12-20 to document the audit of the LPA.) The environmental check list is to monitor and document construction activities for compliance with NEPA (Environmental Review Checklist, Section 404, NPDES, SWPPP, Threatened and Endangered Species, etc.)
 - NDOR will provide the Initial Threatened and Endangered Species surveys required as outlined in the conservation conditions; and follow up survey training for the LPA's environmental inspection personnel. Follow-up surveys as may be required will be the responsibility of the LPA. Any required surveys for compliance with the Migratory Bird Treaty Act will also be the responsibility of the LPA. NDOR will not conduct these surveys.
 - The LPA will provide NDOR 30 days advance notice of the need for the initial T&E surveys so that NDOR personnel can be scheduled to perform this work.
 - Review work zone traffic control devices daily and, at a minimum weekly interval, conduct a nighttime drive through review of temporary traffic control devices (per ATSSA Quality Standards for Work Zone Traffic Control Devices). Perform reflectivity check (DR form 481) of temporary devices at the start of construction activities and at six (6) month intervals or as conditions warrant.
 - Collect, sign/date, and file all delivery tickets and material certifications. All required material certifications shall be submitted to NDOR Materials & Research Division accompanied by a completed DR-12 sample ID form or Site Manager Sample Record ID.
 - Consultant shall forward shop drawings to the RC for review and approval by the design engineer. Shop drawing review is not part of the scope of services for this construction engineering agreement
 - Draft and review change order or time extension request including explanation of the issue and resolution and the justification for accepted prices and forward to RC. Once reviewed by NDOR and FHWA, proceed with the approval process. Forward a signed hardcopy to NDOR for further processing.
 - Communicate and coordinate plan revisions and change orders with the Designer.
 - Prepare a field checked culvert order list
 - Prepare guardrail order list
 - Generate periodic progress estimates using SiteManager and forward to RC for further approval.
 - Review critical path schedule prepared by the Contractor for appropriateness and Current Controlling Operation (CCO) designation.
 - On bridge projects, the Inspector shall take periodic survey shots with the assistance of one of the Contractor's to ensure compliance with the plans. Locate permanent pavement markings
- 9.2 Measure, calculate, and document quantities of pay items
- 9.3 Keep all records and data up-to-date so that all necessary information appears on the Weekly Report of Working Days when they are generated at mid-week.
- 9.4 Assume 115 trips to the site for construction inspection

10. Perform Material Sampling and Testing. The LPA shall perform material testing as required in accordance with the references list in Section B of this Exhibit. All testing and sampling personnel shall be certified to perform these duties in accordance with the NDOR Materials Sampling Guide section 28. All non-NDOR Laboratories shall be pre-qualified by NDOR's Materials and Research Division to conduct the testing they are contracted to perform.

NDOR SHALL PROVIDE:

Typical testing done by NDOR Materials and Research's Central lab (sampling and delivery for these materials is done by LPA and submitted to NDOR):

All Aggregate

- Quality and Soundness acceptance testing
- Gradation verification testing

PG Binders & Emulsions

- All required acceptance testing

All Steel Products

- All testing required for heat number pre-approval and acceptance testing

Chemical Lab

- All required source pre-approval and acceptance testing

Smoothness

- NDOR will run all 10% verification testing for projects with Smoothness
- Specifications for pavement. NDOR will perform bridge smoothness testing on bridges receiving pavement on either side of the bridge

LPA SHALL PROVIDE:

Concrete Testing

- Air content
- Slump
- Temperature
- Fabricating and testing Cylinders

Soils and Aggregate Testing

- Compaction
- Moisture content
- Proctor

- 10.1 Collect, verify, document and deliver all samples to testing lab
- 10.2 Collect, verify, document and deliver a copy of all required material certifications to the NDOR Materials and Research Central Lab.
- 10.3 Review and document test results of all samples and coordinate with owner for acceptance and incorporation into the project.
- 10.4 Assume 25 trips to the project site for Material Sampling and Testing.

11. As-Built Drawings. Prepare As-built drawings according to the LPA manual and the current directions from the NDOR Final Review Section.

11.1 As-Built Drawings

12. Final Inspections. LPA shall prepare a punch list of items for the project site and conduct a final project walk-through inspection with the LPA RC and NDOR State Representative to verify that corrective work identified on the punch list has been completed.

12.1 Walkthrough of Site and Preparation of Punch List

- 12.2 Review Project to verify that Punch List work has been completed (Owner will use LPA Manual checklist 12-75 to audit and document the completion of this activity)

13. Project Closeout. Assist RC with compiling project construction records as requested. Assemble and transmit Final Construction Records to LPA RC in paper format (printed single sided), including:

13.1 Project Closeout activities shall include the following:

- Project Manager's Final Estimate

- Copy of LPA PM's (representing LPA) Concurrence/Non-Concurrence Letter w/ Certified Mail Receipt Enclosed.
- Copy of Contractor's signed Concurrence/Non-Concurrence Letter
- Memo of Major Item Review
- Memo of Time Allowance Review (Required only if the Contractor has overrun on the Contract Time Allowance.)
- Borrow Site Memo
- City Agreement Letter
- Project Completion Memo - The LPA's PM should perform this in an e-mail to the NDOR Rep with the required information – check with the NDOR Rep for this. The LPA should ensure that the LPA RC sends a letter of Tentative Acceptance (per NDOR format) to the Contractor – send copies to the NDOR Rep.
- Sign Deduction Memo (If required)
- Material Review Memo
- SiteManager PM Diary Report
- SiteManager Contract Item Report for all Contract Items
- All NDOR Spreadsheets and Workbooks used for Contract Item supportive documentation.
- All Contractor-provided Asphalt QA/QC Test Results (asphalt projects)
- Project Culvert Field Book with information per the NDOR Construction Manual
- Signed and stamped As Built Plans (full size)
- Copy of Evaluation(s) of Contractor
- LPA CE Project Closeout Checklist (LPA Manual Checklist 14-10)
- Deliver Final Construction Records to LPA RC, including Form DR-299 - Project Construction Conformity Certification and ensure that the LPA RC completes the LPA RC Project Closeout Checklist (LPA Manual checklist 14-20 and includes it in the Final Records provided to the NDOR State Representative for review)

14. Other. (Additional project specific tasks may be added here)

- 14.1 Other
- 14.2 Other

E. SCHEDULE

1. Notice to Proceed: 1/15/2013
2. The LPA shall provide a schedule of activities and deliverables upon award

CONSTRUCTION ENGINEERING SERVICES

Project Cost

Project Name: 27th and Leighton Viaduct
 Project Number: LCLC-5231(13)
 Control Number: 13137
 Location (City, County): Lincoln, Lancaster
 Consultant Project Manager: Harry Kroos
 Phone/Email: 402-429-4872, hkroos@lincoln.ne.gov
 LPA Responsible Charge: Devin Biesecker
 Phone/Email: (402) 937-5515/dbiesecker@lincoln.ne.gov
 NDOR Project Coordinator: Greg Wood
 Phone/Email: (402) 479-3831 greg.wood@nebraska.gov
 Date: December 13, 2012

LPA:
City of Lincoln

Labor Costs:	Hours	Rate	Amount
Personnel Classification			
Principal			
Project Manager	677	\$33.79	\$22,875.83
Engineer	317	\$37.80	\$11,982.60
Designer/CADD Technician			
Survey Crew Chief			
Survey Crew Member			
Inspector 2	75	\$28.65	\$2,148.75
Inspector 1	1086	\$28.65	\$31,113.90
Administrative	61	\$20.61	\$1,267.21
Lab Manager	60	\$33.79	\$2,027.40
Lab Testing	160	\$28.65	\$4,584.00
TOTAL	2436		\$75,989.69

Direct Expenses:	Amount
Subconsultants	
Printing and Reproduction Costs	
Mileage/Travel	
Lodging/ Meals	
Material Testing	
Other Miscellaneous Costs	
TOTAL	

Total Project Costs:	Amount
Direct Labor Costs	\$75,989.69
Overhead @ 195.00%	\$148,179.90
Total Labor Costs	\$224,169.59
Fixed Fee @	
Direct Expenses	
PROJECT COST	\$224,169.59

Signature of Responsible Charge

Date

CONSTRUCTION ENGINEERING SERVICES

LPA's Estimate of Hours

Project Name: 27th and Leighton Viaduct
Project Number: LCLC-5231(13)
Control Number: 13137
Location (City, County): Lincoln, Lancaster
Consultant Project Manager: Harry Kroos
Phone/Email: 402-429-4872, hkroos@lincoln.ne.gov
LPA Responsible Charge: Devin Biesecker
Phone/Email: (402) 937-5515/dbiesecker@lincoln.ne.gov
NDOR Project Coordinator: Greg Wood
Phone/Email: (402) 479-3831 greg.wood@nebraska.gov
Date: December 13, 2012

LPA:
City of Lincoln

TASKS	PERSONNEL CLASSIFICATIONS**											Total
	PR	PM	ENG	DES	SCC	SCM	INSP 2	INSP 1	ADM	LAB1	LAB2	
For Construction Engineering Services:												
1. Project Management and Coordination												
1.1 Project Management		144	50									194
Subtotal		144	50									194
2. Meetings												
2.1 Construction Inspection Planning Meeting		16	16				8					40
2.2 Pre-Construction Meeting		4	4				2	3				13
2.3 Construction Progress Meetings		23	23			15	23	58				142
2.4 Public Meeting (If Required)		2	2									4
2.5 Trips to Site (Travel Time) for Meetings												
Subtotal		45	45			15	33	61				199
3. Traffic Control Plan												
3.1 Prepare Traffic Control Plan												
3.2 Review/Approve Traffic Control Plan (If Completed by Contractor)			10				40					50
3.3 Submit Plans to the RC for their records												
Subtotal			10				40					50
4. SWPPP Inspections/Manual Updates												
4.1 Conduct Inspections		25										25
4.2 Update SWPPP Manual and Temporary Erosion Control Plan		20	10									30
4.3 Trips to Site (Travel Time) for SWPPP Inspections												
Subtotal		45	10									55
5. Construction Survey/Staking												
5.1-5.10 Totals From Survey-Staking Worksheet (enter hours in grey cells)												
5.11 Trips to Site (Travel Time) for Construction Survey/Staking												
Subtotal												
6. Construction Consultation/Site Manager & Daily Work Report (DWR)												
6.1 Construction Consultation/Site Manager & Daily Work Report (DWR)		110	50				20			60		240
Subtotal		110	50				20			60		240
7. Girder Shim Surveying (Bridge Projects Only)												
7.1 Girder Shim Surveying												
Subtotal												
8. Perform Bearing Calculations												
8.1 Perform Bearing Calculations												
Subtotal												
9. Construction Inspection												
9.1 Construction Inspection							826					826
9.2 Measure, calculate, and document quantities of pay items		40					75					115
9.3 Maintain records/data and prepare the Weekly Report of WDs		125	60									185
9.4 Trips to Site (Travel Time) for Construction Inspection												
Subtotal		165	60				901					1,126
10. Perform Material Sampling and Testing												
10.1 Collect, verify, document and deliver all samples to testing lab							40			160		200
10.2 Provide all required material certifications to the NDOR M & R Lab		40										40
10.3 Review and document all test results of all samples		16										16
10.4 Trips to Site (Travel Time) for Delivery and Collecting Samples												
Subtotal		56					40			160		256
11. As-Built Drawings												
11.1 Prepare As-Built Drawings		40	20				40					100
Subtotal		40	20				40					100
12. Final Inspections												
12.1 Walkthrough of Site and Preparation of Punch List		4	4				4					12
12.2 Review Project to verify that Punch List has been completed		8	8				8					24
Subtotal		12	12				12					36
13. Project Closeout												
13.1 Project Closeout		60	60				60					180
Subtotal		60	60				60					180
14. Other												
14.1 Other												
14.2 Other												
Subtotal												
Total Hours		677	317				75	1,086	61	60	160	2,436
Total Days (8 hrs)		84.6	39.6				9.4	135.8	7.6	7.5	20.0	304.5
Total Travel Time												
Total Hours minus Travel Time		677	317				75	1086	61	60	160	2436

CONSTRUCTION ENGINEERING SERVICES Staffing Plan

Project Name: 27th and Leighton Viaduct
Project Number: LCLC-5231(13)
Control Number: 13137
Location (City, County): Lincoln, Lancaster
City Project Manager: Harry Kroos
Phone/Email: 402-429-4872, hkroos@lincoln.ne.gov
LPA Responsible Charge: Devin Biesecker
Phone/Email: (402) 937-5515/dbiesecker@lincoln.ne.gov
NDOR Project Coordinator: Greg Wood
Phone/Email: (402) 479-3831 greg.wood@nebraska.gov
Date: December 13, 2012

LPA:
City of Lincoln

Labor Costs:		Hours	Actual Rate*	Amount
Code	Classification Title			
PR	Principal			
PM	Project Manager	677	\$33.79	\$22,875.83
ENG	Engineer	317	\$37.80	\$11,982.60
DES	Designer/CADD Technician			
SCC	Survey Crew Chief			
SCM	Survey Crew Member			
INSP 2	Inspector 2	75	\$28.65	\$2,148.75
INSP 1	Inspector 1	1086	\$28.65	\$31,113.90
ADM	Administrative	61	\$20.61	\$1,257.21
LAB1	Lab Manager	60	\$33.79	\$2,027.40
LAB2	Lab Testing	160	\$28.65	\$4,584.00
TOTALS		2436		\$75,989.69

* For determining labor rates you may use the Median rates provided below or the actual rates provided during the scoping/negotiations meeting from the Consultant. The Median rate is an average of rates for each personnel classification provided by NDOR. The value selected must be placed in the Actual Rate column for each classification title to calculate the project cost.

Overhead Rate:** 195.00% **Fee for Profit Rate**:**

** If no Overhead Rate or Fee for Profit Rate is provided please contact NDOR.

CLASSIFICATIONS*:**

PR = Principal	SCC = Survey Crew Chief	ADM = Administrative
PM = Project Manager	SCM = Survey Crew Member	LAB1 = Lab Manager
ENG = Engineer	INSP 2 = Inspector 2	LAB2 = Lab Testing
DES = Designer/CADD Technician	INSP 1 = Inspector 1	

*** For User-Defined Classifications, you will need to edit the Classifications Legend located above. To enter a new classification, replace "UD1" with its abbreviation (ex. GRA) and replace "User Defined 1" with the corresponding title (ex. Graphic Artist). Once the user-definitions are added, they will self-populate in the Labor Costs Table, as well as the remaining sheets.

Classification Title	Rate		
	Low	Median	High
Principal	\$31.43	\$50.40	\$91.52
Project Manager	\$28.85	\$44.48	\$68.90
Engineer	\$25.67	\$36.19	\$57.69
Designer	\$13.10	\$17.73	\$22.75
CADD Technician	\$14.20	\$22.48	\$38.50
Survey Crew Chief	\$20.00	\$28.82	\$39.04
Survey Crew Member	\$13.00	\$18.00	\$28.63
Inspector 2	\$20.00	\$25.50	\$43.13
Inspector 1	\$10.00	\$15.88	\$20.00
Administrative	\$9.00	\$15.45	\$22.60

These rates are only to be used as a tool to check for reasonableness.

CONSTRUCTION ENGINEERING SERVICES

Cost by Task

Project Name: 27th and Leighton Viaduct
 Project Number: LCLC-5231(13)
 Control Number: 13137
 Location (City, County): Lincoln, Lancaster
 Consultant Project Manager: Harry Kroos
 Phone/Email: 402-429-4872, hkroos@lincoln.ne.gov
 LPA Responsible Charge: Devin Biesecker
 Phone/Email: (402) 937-5515/dbiesecker@lincoln.ne.gov
 NDOR Project Coordinator: Greg Wood
 Phone/Email: (402) 479-3831 greg.wood@nebraska.gov
 Date: December 13, 2012

LPA:
City of Lincoln

Tasks	Total Hours	Direct Labor Cost	Overhead 195.00%	Fee for Profit	Total Project Cost
For Construction Engineering Services:					
1. Project Management and Coordination	194	\$6,755.76	\$13,173.73		\$19,929.49
2. Meetings	199	\$5,853.96	\$11,415.22		\$17,269.18
3. Traffic Control Plan	50	\$1,524.00	\$2,971.80		\$4,495.80
4. SWPPP Inspections/Manual Updates	55	\$1,898.55	\$3,702.17		\$5,600.72
5. Construction Survey/Staking					
6. Construction Consultation/Site Manager & Daily Work Report (DWR)	240	\$8,207.30	\$16,004.24		\$24,211.54
7. Girder Shim Surveying (Bridge Projects Only)					
8. Perform Bearing Calculations					
9. Construction Inspection	1,126	\$33,657.00	\$65,631.15		\$99,288.15
10. Perform Material Sampling and Testing	256	\$7,822.24	\$14,863.37		\$22,485.61
11. As-Built Drawings	100	\$3,253.60	\$6,344.52		\$9,598.12
12. Final Inspections	36	\$1,202.88	\$2,345.62		\$3,548.50
13. Project Closeout	180	\$6,014.40	\$11,728.08		\$17,742.48
14. Other					
Direct Expenses					
TOTAL	2436	\$75,989.69	\$148,179.90		\$224,169.59

State of Nebraska Department of Roads
Required Document List

Contract ID 1137Y
Control Number 13137 000
Project Number LCLC-5231(13)
Location 27TH/LEIGHTON VIADUCT, LINCOLN
Type of Work GRAD CONC PAVE BR ELEC
Letting Date Oct. 25th, 2012

Legend	
TOS	Test or Sample
CC	Contractor's Certification
IMC	Manufacturer Certification
COC	Certification of Compliance
COT	Certification of Test
APL	Approved Products List
PMV	Project Manager's Verification
SP	Special Provisions
NSS	Nebraska Standard Specification
SR	Shipping Report

DISCLAIMER: This document may not include all material requirements for this project. Please refer to the Materials Sampling Guide for a comprehensive list of the material requirements. This document will not reflect any changes made to the project after the project letting.

Group	Line Item	Item Code	Description	Quantity	Unit	Acceptance Method	Reference Book	M&R Contact
GROUP 1 GRADING	0001	0030.10	MOBILIZATION	1.000	LS			
	0002	1101.00	REMOVE PAVEMENT	4064.000	SY			
	0003	1101.25	SAWING PAVEMENT	1707.000	LF			
	0004	1107.00	REMOVE WALK	764.000	SY			
	0005	1108.00	REMOVE COMBINATION CURB AND GUTTER	254.000	LF			
	0006	1109.00	REMOVE CURB	940.000	LF			
	0007	1109.20	REMOVE CONCRETE BARRIER	478.000	LF			
	0008	1122.01	REMOVE CONCRETE MEDIAN SURFACING	454.000	SY			
	0009	1136.07	REMOVE	480.000	LF			
	0010	1137.51	REMOVE AND RESET	1.000	EACH			
	0011	4040.10	REMOVE INLET TOP	2.000	EACH			
GROUP 3 CONCRETE PAVEMENT	0012	0030.30	MOBILIZATION	1.000	LS			
	0013	3014.11	COMBINATION CONCRETE CLASS 47B-3500 CURB AND GUTTER	254.000	LF			
			Class B (47B Fine) Aggregate			TOS	SG-16	BEASON
			Class E (47B Coarse) Aggregate			TOS	SG-16	BEASON
			Portland Cement Blended-IPF, IPN, IPF/S			TOS	SG-16	MASTERS
			Portland Cement Concrete			TOS	SG-16	MASTERS
			Pref Expansion Jt Filler-Asphalt Type #			APL	SG-16	MASTERS
			White Pigmented Cure Compound-Field Use#			APL/TOS	SG-16	MASTERS
			Hot Poured Joint Sealant -Field Use#			APL/TOS	SG-16	BYRE
	0014	3016.05	CONCRETE CLASS 47B-3000 SIDEWALK 5"	732.000	SY			
			Class B (47B Fine) Aggregate			TOS	SG-16	BEASON
			Class E (47B Coarse) Aggregate			TOS	SG-16	BEASON
			Portland Cement Blended-IPF, IPN, IPF/S			TOS	SG-16	MASTERS
			Portland Cement Concrete			TOS	SG-16	MASTERS
			Pref Expansion Jt Filler-Asphalt Type #			APL	SG-16	MASTERS
			Pref Expansion Jt Filler-Sponge Rubber #			APL	SG-16	MASTERS
			Pref. Expansion Jt Filler - Fiber Type #			APL	SG-16	MASTERS
			White Pigmented Cure Compound-Field Use#			APL/TOS	SG-16	MASTERS
	0015	3016.39	DETECTABLE WARNING PANEL	96.000	SF	APL	SP-108	KAREL
	0016	3017.07	TACK-ON CONCRETE CLASS 47B-3500 MEDIAN	262.000	SY	TOS	SP-108	MASTERS
	0017	3017.40	CONCRETE CLASS 47B-3000 MEDIAN SURFACING	418.000	SY			
			Class B (47B Fine) Aggregate			TOS	SG-16	BEASON
		Class E (47B Coarse) Aggregate			TOS	SG-16	BEASON	
		Portland Cement Blended-IPF, IPN, IPF/S			TOS	SG-16	MASTERS	
		Portland Cement Concrete			TOS	SG-16	MASTERS	
		White Pigmented Cure Compound-Field Use#			APL/TOS	SG-16	MASTERS	
0018	3075.42	9" CONCRETE PAVEMENT, CLASS 47B-3500	366.000	SY				
		Class B (47B Fine) Aggregate			TOS	SG-15	BEASON	
		Class E (47B Coarse) Aggregate			TOS	SG-15	BEASON	
		Portland Cement Blended-IPF, IPN, IPF/S			TOS	SG-15	MASTERS	
		Portland Cement Concrete			TOS	SG-15	MASTERS	
		Reinforcing Steel - Field Sample			TOS/COT	SG-15	MASTERS	
		White Pigmented Cure Compound-Field Use#			APL/TOS	SG-15	MASTERS	
		Reinforcing Steel-(pretested)#			TOS/COT	SG-15	KAREL	
		Hot Poured Joint Sealant -Field Use#			APL/TOS	SG-15	BYRE	
0019	3075.56	10" DOWELED CONCRETE PAVEMENT, CLASS 47B-3500	3042.000	SY				
		Class B (47B Fine) Aggregate			TOS	SG-15	BEASON	
		Class E (47B Coarse) Aggregate			TOS	SG-15	BEASON	
		Portland Cement Blended-IPF, IPN, IPF/S			TOS	SG-15	MASTERS	
		Portland Cement Concrete			TOS	SG-15	MASTERS	
		Reinforcing Steel - Field Sample			TOS/COT	SG-15	MASTERS	
		White Pigmented Cure Compound-Field Use#			APL/TOS	SG-15	MASTERS	
		Reinforcing Steel (pretested)#			TOS/COT	SG-15	KAREL	
		Hot Poured Joint Sealant -Field Use#			APL/TOS	SG-15	BYRE	
		Epoxy Resin Bonding System-Grade 3 #			APL	SG-15	MASTERS	
0020	3075.58	REINFORCED CONCRETE PAVEMENT, CLASS 47B-3500	691.000	SY				
		Class B (47B Fine) Aggregate			TOS	SG-15	BEASON	
		Class E (47B Coarse) Aggregate			TOS	SG-15	BEASON	
		Portland Cement Blended-IPF, IPN, IPF/S			TOS	SG-15	MASTERS	
		Portland Cement Concrete			TOS	SG-15	MASTERS	
		Reinforcing Steel - Field Sample			TOS/COT	SG-15	KAREL	
		White Pigmented Cure Compound-Field Use#			APL/TOS	SG-15	MASTERS	
		Reinforcing Steel (pretested)#			TOS/COT	SG-15	KAREL	
		Hot Poured Joint Sealant -Field Use#			APL/TOS	SG-15	BYRE	
0021	4900.25	CURB INLET SEDIMENT FILTER	4.000	EACH	APL	SP-111	DONDLINGER	
0022	7515.04	4" WHITE POLYUREA PAVEMENT MARKING, GROOVED	1694.000	LF				
		Glass Beads-Thermo and Polyurea			COC	SP-96	DONDLINGER	
		Polyurea Pavement Marking			COC	SP-96	DONDLINGER	
0023	9111.00	WATER	13.000	MGAL				
0024	9173.20	SUBGRADE PREPARATION	4099.000	SY				
		Soil Density-Subgrade Preparation#			TOS	SG-10	LINDEMANN	
GROUP 6 BRIDGE AT STA. 82+88	0025	0030.60	MOBILIZATION	1.000	LS			

State of Nebraska Department of Roads
Required Document List

Contract ID 1137Y
Control Number 13137 000
Project Number LLC-5231(13)
Location 27TH/LEIGHTON VIADUCT, LINCOLN
Type of Work GRAD CONC PAVE BR ELEC
Letting Date Oct. 25th, 2012

Legend	
TOS	Test or Sample
CC	Contractor's Certification
MC	Manufacturer Certification
COC	Certification of Compliance
COT	Certification of Test
APL	Approved Products List
PMV	Project Manager's Verification
SP	Special Provisions
NSS	Nebraska Standard Specification
SR	Shipping Report

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Group	Line Item	Item Code	Description	Quantity	Unit	Acceptance Method	Reference Book	M&R Contact
	0026	3050.15	CONCRETE FOR PAVEMENT APPROACHES CLASS 47BD-4000	286.000	CY			
			Class B (47B Fine) Aggregate			TOS	SG-16	BEASON
			Class E (47B Coarse) Aggregate			TOS	SG-16	BEASON
			Portland Cement Blended-IPF, IPN, IPF/S			TOS	SG-16	MASTERS
			Portland Cement Concrete			TOS	SG-16	MASTERS
			White Pigmented Cure Compound-Field Use			APL/TOS	SG-16	MASTERS
			Finishing Aids/Evaporation Reducers			APL	SG-16	MASTERS
			Hot Poured Joint Sealant -Field Use			APL/TOS	SG-16	BYRE
			Soil Density-Pavement Approaches			TOS	SG-16	LINDEMANN
	0027	3051.10	EPOXY COATED REINFORCING STEEL FOR PAVEMENT APPROACH 55763.000	LB				
			Reinforcing Steel - Field Sample			TOS/COT	SG-16	KAREL
			Reinforcing Steel(pretested)			TOS/COT	SG-16	KAREL
	0028	4900.13	SHOTCRETE	26.000	SY	APL	SP-130	MASTERS
	0029	6005.32	PREFORMED EXPANSION JOINT, TYPE A	145.000	LF	APL	SP-110	MASTERS
			Portland Cement Blended-IPF, IPN, IPF/S			TOS	SG-16	MASTERS
			Portland Cement Concrete			TOS	SG-16	MASTERS
			Prefomed Silicone Joint -Type A			APL	SG-16	MASTERS
			Precompressed Polyurethane Foam Joint A			APL	SG-16	MASTERS
	0030	6010.22	CLASS 47B-3000 CONCRETE FOR BRIDGE	135.000	CY			
			Class B (47B Fine) Aggregate			TOS	SG-16	BEASON
			Class E (47B Coarse) Aggregate			TOS	SG-16	BEASON
			Portland Cement Blended-IPF, IPN, IPF/S			TOS	SG-16	MASTERS
			Portland Cement Concrete			TOS	SG-16	MASTERS
			White Pigmented Cure Compound-Field Use			APL/TOS	SG-16	MASTERS
			Non-Shrink Grout			APL	SG-16	BYRE
	0031	6010.26	CLASS 47BD-4000 CONCRETE FOR BRIDGE	272.000	CY			
			Class B (47B Fine) Aggregate			TOS	SG-16	BEASON
			Class E (47B Coarse) Aggregate			TOS	SG-16	BEASON
			Portland Cement Blended-IPF, IPN, IPF/S			TOS	SG-16	MASTERS
			Portland Cement Concrete			TOS	SG-16	MASTERS
			Pref Expansion Jt Filler-Asphalt Type			APL	SG-16	MASTERS
			Pref Expansion Jt Filler-Sponge Rubber			APL	SG-16	MASTERS
			Pref. Expansion Jt Filler - Fiber Type			APL	SG-16	MASTERS
			White Pigmented Cure Compound-Field Use			APL/TOS	SG-16	MASTERS
			Finishing Aids/Evaporation Reducers			APL	SG-16	MASTERS
			Non-Shrink Grout			APL	SG-16	MASTERS
	0032	6010.78	CLASS 47BD-4000 CONCRETE FOR CONCRETE RAIL	90.000	CY			
			Class B (47B Fine) Aggregate			TOS	SG-16	BEASON
			Class E (47B Coarse) Aggregate			TOS	SG-16	BEASON
			Portland Cement Blended-IPF, IPN, IPF/S			TOS	SG-16	MASTERS
			Portland Cement Concrete			TOS	SG-16	MASTERS
	0033	6020.03	EPOXY COATED REINFORCING STEEL FOR CONCRETE RAIL	11378.000	LB			
			Reinforcing Steel - Field Sample			TOS/COT	SG-16	KAREL
			Reinforcing Steel-(pretested)			TOS/COT	SG-16	KAREL
	0034	6030.00	PREPARATION OF BRIDGE AT STATION	1.000	EACH			
	0035	6131.50	EPOXY COATED REINFORCING STEEL	31172.000	LB			
			Reinforcing Steel - Field Sample			TOS/COT	NSS1021	KAREL
			Reinforcing Steel-(pretested)			TOS/COT	NSS1021	KAREL
	0036	6139.50	SUBSURFACE DRAINAGE MATTING	160.000	SY	APL	SG-24	DONDLINGER
	0037	6210.12	HP 10 INCH X 42 LB STEEL PILING	815.000	LF			
			Steel Piling			COT	SG-20	KAREL
	0039	6404.60	TEMPORARY PEDESTRIAN BARRIER	2000.000	LF			
	0042	8091.00	GRANULAR BACKFILL	443.000	CY			
			Soil Density- Granular Backfill			TOS	SG-13	LINDEMANN
			Granular Backfill Aggregate			TOS	SG-13	BEASON
	0040	6601.15	1 1/2" CONDUIT IN BRIDGE	6934.000	LF			
			Buy America Cert-Producer/Supplier			MC	NSS106	KAREL
			Electrical Conduit			PMV/TOS	SP-130	KAREL
GROUP 8B ELECTRICAL	0043	0030.80	MOBILIZATION	1.000	LS			
	0044	7319.92	DYNAMIC MESSAGE SIGN	2.000	EACH	COC	SP-130	KAREL
	0045	7319.94	DYNAMIC MESSAGE SIGN SUPPORT POLE	2.000	EACH	COC	SP-130	KAREL
	0046	A001.16	PULL BOX, TYPE PB-6	4.000	EACH	PMV	SP-130	KAREL
			Portland Cement Concrete			TOS	SG-16	MASTERS
	0047	A001.17	PULL BOX, TYPE PB-7	6.000	EACH	PMV	SP-130	KAREL
	0048	A001.35	PULL BOX, TYPE FOR-27	2.000	EACH	PMV	SP-130	KAREL
	0049	A005.89	CABINET	2.000	EACH	PMV	SP-130	KAREL
	0050	A014.56	POLE	2.000	EACH	COC	SP-130	KAREL
	0051	A014.75	METER PEDESTAL	3.000	EACH	PMV	SP-130	KAREL
	0052	A070.14	2-INCH CONDUIT IN TRENCH	1080.000	LF			
			Buy America Cert-Producer/Supplier			MC	SP-130	KAREL
			Electrical Conduit			PMV/TOS	SP-130	KAREL
	0053	A070.22	4-INCH CONDUIT IN TRENCH	1560.000	LF			
			Electrical Conduit			PMV/TOS	SP-130	KAREL
	0054	A072.14	2-INCH CONDUIT UNDER ROADWAY	280.000	LF			
			Buy America Cert-Producer/Supplier			MC	SP-130	KAREL

State of Nebraska Department of Roads
Required Document List

Contract ID 1137Y
Control Number 13137 000
Project Number LCLC-5231(13)
Location 27TH/LEIGHTON VIADUCT, LINCOLN
Type of Work GRAD CONC PAVE BR ELEC
Letting Date Oct. 25th, 2012

Legend	
TOS	Test or Sample
CC	Contractor's Certification
MC	Manufacturer Certification
COC	Certification of Compliance
COT	Certification of Test
APL	Approved Products List
PMV	Project Manager's Verification
SP	Special Provisions
NSS	Nebraska Standard Specification
SR	Shipping Report

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Group	Line Item	Item Code	Description	Quantity	Unit	Acceptance Method	Reference Book	M&R Contact
			Electrical Conduit x			PMV/TOS	SP-130	KAREL
	0055	A072.20	4-INCH CONDUIT UNDER ROADWAY	375.000	LF	PMV/TOS	SP-130	KAREL
	0056	A074.90	CAT5E ETHERNET CABLE	75.000	LF	TOS	SP-130	KAREL
	0057	A079.15	FIBER OPTIC CABLE	4500.000	LF	COC	SP-130	KAREL
	0058	A079.15	FIBER OPTIC CABLE	4600.000	LF	COC	SP-130	KAREL
	0059	A079.22	TRACER WIRE	1935.000	LF	TOS	SP-130	KAREL
	0060	A079.41	#4 GROUNDING CONDUCTOR	1015.000	LF	TOS	SP-130	KAREL
	0061	A079.43	#8 GROUNDING CONDUCTOR	285.000	LF	TOS	SP-130	KAREL
	0062	A079.55	SERVICE CABLE	2600.000	LF	TOS	SP-130	KAREL
	0063	A400.08	ICE DETECTION SENSORS	1.000	LS	PMV	SP-130	KAREL
	0064	A630.20	REMOVE PULL BOX	2.000	EACH			
	0065	A700.09	RELOCATE CABLE	30.000	LF			
	0066	A900.15	TESTING AND DOCUMENTATION OF FIBER OPTIC COMMUNICATI	1.000	LS	COC	SP-130	KAREL
GROUP 10 GENERAL ITEMS								
	0067	0001.08	BARRICADE, TYPE II Reflective Sheeting x Barricade Warning Lights Type C x	24100.000	BDAY	TOS APL	SG-23 SG-23	DONDLINGER KAREL
	0068	0001.10	BARRICADE, TYPE III Barricade Warning Lights Type A x Reflective Sheeting x	3300.000	BDAY	APL TOS	SG-23 SG-23	KAREL DONDLINGER
	0069	0001.90	SIGN DAY	4800.000	EACH			
	0070	0001.99	CONTRACTOR FURNISHED SIGN DAY	1050.000	EACH			
	0071	0002.28	TEMPORARY PAVEMENT MARKING REMOVAL	17754.000	LF			
	0072	0002.30	PAVEMENT MARKING REMOVAL	1694.000	LF			
	0073	0002.44	TEMPORARY PAVEMENT MARKING, TYPE PAINT Pavement Marking Glass Beads x Pavement Marking Traffic Paint x	17754.000	LF	APL APL	NSS422 NSS422	DONDLINGER DONDLINGER
	0074	0002.47	TEMPORARY PAVEMENT MARKING SURFACE PREPARATION	17754.000	LF			
	0075	0002.85	TUBULAR POST	100.000	EACH	APL	SG-23	KAREL
	0076	0002.97	FLASHING ARROW PANEL	320.000	DAY			
	0077	0003.10	FLAGGING	50.000	DAY			
	0078	0020.00	TRAINING	500.000	HOUR			
	0079	0030.00	MOBILIZATION BUY AMERICA CERTIFICATION (PRIME CONTRACTOR)	1.000	LS	CC	SP-63	KAREL

State of Nebraska Department of Roads
 Material Sampling and Testing Summary
 Contract ID 1137V
 Control Number 13137 000
 Project Number LCLC-5231(13)
 Location 27TH/LEIGHTON VIADUCT, LINCOLN
 Type of Work GRAD CONC PAVE BR ELEC
 Letting Date Oct. 25th, 2012

These are estimated quantities for materials that need to be tested for this project. Items that require certifications or letters of compliance are not listed. Please refer to Materials Sampling Guide for those items and for frequency of materials that need to be submitted to NDR for verification testing.

Group	Line Item	Item Code	Description	Quantity	Unit	Test Description	Number of Tests	Comments	Guidance
GROUP 3 CONCRETE PAVEMENT	0013	3014.11	COMBINATION CONCRETE CLASS 47B-3500 CURB AND GUTTER	234.000	LF	Assume: 10 inches thick CV	2		SG-16 BEASON
						Agg Free Moisture	2	Air/Every 300cy/ Slump, Unit Weight, Yield, Cylinders...	SG-16 BEASON
						Field Tech Tests	2		SG-16 BEASON
						Unconfined Compression Cylinder	8	No test required unless not from approved stock or current calendar year	SG-15 MASTERS
						Sample for Quality	1	One sample per lot unless shipped from tested and approved stock	SG-16 BPRE
	0014	3016.05	CONCRETE CLASS 47B-3000 MEDIAN SURFACING	732.000	SY	Assume: To be poured with others	1		SG-16 BEASON
						Agg Free Moisture	2	No test required unless not from approved stock or current calendar year	SG-16 MASTERS
						Field Tech Tests	2		SG-16 BEASON
						Unconfined Compression Cylinder	8	Air/Every 300cy/ Slump, Unit Weight, Yield, Cylinders...	SG-16 BEASON
						Sample for Quality	1	One sample per lot unless shipped from tested and approved stock	SG-16 MASTERS
GROUP 6 BRIDGE AT STA. 82+88	0016	3017.07	TACK-ON CONCRETE CLASS 47B-3500 MEDIAN	262.000	SY	Assume: 2 pours 6 inches tall CV	2		SG-16 BEASON
						Agg Free Moisture	2	No test required unless not from approved stock or current calendar year	SG-16 BEASON
						Field Tech Tests	2		SG-16 BEASON
						Unconfined Compression Cylinder	8	Air/Every 300cy/ Slump, Unit Weight, Yield, Cylinders...	SG-16 BEASON
						Sample for Quality	1	One sample per lot unless shipped from tested and approved stock	SG-16 MASTERS
	0017	3017.40	CONCRETE CLASS 47B-3000 MEDIAN SURFACING	418.000	SY	Assume: 2 pours 6 inches tall CV	2		SG-16 BEASON
						Agg Free Moisture	2	Air/Every 300cy/ Slump, Unit Weight, Yield, Cylinders...	SG-16 BEASON
						Field Tech Tests	2		SG-16 BEASON
						Unconfined Compression Cylinder	8	No test required unless not from approved stock or current calendar year	SG-16 MASTERS
						Sample for Quality	1	One sample per lot unless shipped from tested and approved stock	SG-16 MASTERS
GROUP 6 BRIDGE AT STA. 82+88	0018	3075.42	White Pigmented Cure Compound-Field User	366.000	SY	Assume: 2 pours CV	2		SG-15 BEASON
						Agg Free Moisture	2	Air/Every 300cy/ Slump, Unit Weight, Yield, Cylinders...	SG-15 BEASON
						Field Tech Tests	2		SG-15 MASTERS
						Unconfined Compression Cylinder	8	2-6' samples unless from approved stock	SG-15 MASTERS
						Sample for Quality	1	No test required unless not from approved stock or current calendar year	SG-15 MASTERS
	0019	3075.56	10' DOWELED CONCRETE PAVEMENT, CLASS 47B-3500	3042.000	SY	Assume: CV	1		SG-15 BEASON
						Agg Free Moisture	1	Air/Every 300cy/ Slump, Unit Weight, Yield, Cylinders...	SG-15 BEASON
						Field Tech Tests	4		SG-15 MASTERS
						Unconfined Compression Cylinder	4	2-6' samples unless from approved stock	SG-15 KAREL
						Sample for Quality	1	No test required unless not from approved stock or current calendar year	SG-15 MASTERS
GROUP 6 BRIDGE AT STA. 82+88	0020	3075.58	REINFORCED CONCRETE PAVEMENT, CLASS 47B-3500	691.000	SY	Assume: To be poured with item # 0019 10 inches thick CV	1		SG-15 BEASON
						Agg Free Moisture	1	Air/Every 300cy/ Slump, Unit Weight, Yield, Cylinders...	SG-15 BEASON
						Field Tech Tests	4		SG-15 MASTERS
						Unconfined Compression Cylinder	4	2-6' samples unless from approved stock	SG-15 KAREL
						Sample for Quality	1	No test required unless not from approved stock or current calendar year	SG-15 MASTERS
	0024	9173.20	SUBGRADE PREPARATION	4099.000	SY	Assume: 1 per location/6 locations 1 test under each pavement type	1		SG-10 LINDEMANN
						Lab Standard Proctor Test/Quality	1	2-6' samples unless from approved stock	SG-15 KAREL
						Field Density Test	6	No test required unless not from approved stock or current calendar year	SG-15 MASTERS
						Field Moisture Test	6	One sample per lot unless shipped from tested and approved stock	SG-15 BPRE
						Agg Free Moisture	3		SG-16 BEASON

State of Nebraska Department of Roads
Material Sampling and Testing Summary

Contract ID 1137Y
Contract Number 13137 000
Project Number LCIC 5231(13)
Location 27TH/EIGHTH/VINDUCT, LINCOLN
Type of Work GRAD CONC PAVE BR ELEC
Letting Date Oct. 25th, 2012

These are estimated quantities for materials that need to be tested for this project. Items that require certifications or letters of compliance are not listed. Please refer to Materials Sampling Guide for those items and for frequency of materials that need to be submitted to NDR for verification testing.

Group	Line Item	Item Code	Description	Quantity	Unit	Test Description	Number of Tests	Comments	Guidance
		288	CV White Pigmented Cure Compound-Field User			Field Tech Tests Unconfined Compression Cylinder Sample for Quality	3	Art/every 300cy, Slump, Unit Weight, Yield, Cylinders...	SG-16 BEASON
			Hot Poured Joint Sealant- Field User			Sample for Quality	12	No test required unless not from approved stock or current calendar year	SG-16 MASTERS
			Soil Density-Pavement Approach			Lab Standard Proctor Test/Quality	1	One sample per lot unless shipped from tested and approved stock	SG-16 BYRE
			1 per location/3 locations			Field Density Test	1		SG-16 LINDEMANN
			1 for each phase of construction			Field Moisture Test	3		SG-16 LINDEMANN
		0027	EPOXY COATED REINFORCING STEEL FOR PAVEMENT APPROACHES	55763.000	LB	Sample for Quality	1	2-6' samples unless from approved stock	SG-16 LINDEMANN
		0030	6010.22 CLASS #7B-3000 CONCRETE FOR BRIDGE	135.000	CY	Agg Free Moisture Field Tech Tests Unconfined Compression Cylinder Sample for Quality	10 10 40	Art/every 300cy, Slump, Unit Weight, Yield, Cylinders...	SG-16 BEASON SG-16 BEASON SG-16 MASTERS
			2 per ABUT, 3 per haam						
		355	CV White Pigmented Cure Compound-Field User			Agg Free Moisture Field Tech Tests Unconfined Compression Cylinder Sample for Quality	6 6 24	No test required unless not from approved stock or current calendar year	SG-16 BEASON SG-16 MASTERS SG-16 MASTERS
		0031	6010.26 CLASS #7BD-4000 CONCRETE FOR BRIDGE	272.000	CY	Agg Free Moisture Field Tech Tests Unconfined Compression Cylinder Sample for Quality	6 6 24	Art/every 300cy, Slump, Unit Weight, Yield, Cylinders...	SG-16 BEASON SG-16 MASTERS SG-16 MASTERS
			1 per pier, 4 for barrier rail						
		277	CV White Pigmented Cure Compound-Field User			Agg Free Moisture Field Tech Tests Unconfined Compression Cylinder Sample for Quality	2 2 8	Art/every 300cy, Slump, Unit Weight, Yield, Cylinders...	SG-16 BEASON SG-16 MASTERS SG-16 MASTERS
		0032	6010.78 CLASS #7BD-4000 CONCRETE FOR CONCRETE RAIL	90.000	CY	Agg Free Moisture Field Tech Tests Unconfined Compression Cylinder Sample for Quality	2 2 8	Art/every 300cy, Slump, Unit Weight, Yield, Cylinders...	SG-16 BEASON SG-16 MASTERS SG-16 MASTERS
			2 piers						
		90	CV EPOXY COATED REINFORCING STEEL FOR CONCRETE WALL	11378.000	LB	Sample for Quality	1	2-6' samples unless from approved stock	SG-16 KARL
		0033	6020.03 EPOXY COATED REINFORCING STEEL FOR CONCRETE WALL	31172.000	LB	Sample for Quality	1	2-6' samples unless from approved stock	NS51021 KARL
		0035	6131.50 EPOXY COATED REINFORCING STEEL	443.000	CY	Lab Standard Proctor Test/Quality Field Moisture Test Field Density Test Sample for Quality Gradation	1 12 12 1 1		SG-13 LINDEMANN SG-13 LINDEMANN SG-13 LINDEMANN SG-13 BEASON
		0042	8091.00 GRANULAR BACKFILL			Sample for Quality	1	2-6' samples unless from approved stock	SG-16 KARL
			Soil Density- Granular Backfill						
			1 per location/12 locations						
			1 test per lift of aggregate, 2 per phase						
			Granular Backfill Aggregate						
		0040	6601.15 1 1/2" CONDUIT IN BRIDGE	6994.000	LF	Sample for Quality	1	1-2' sample for each lot or batch, 1 Type	SG-130 KARL
			Electrical Conduit						
		0052-0055	Electrical Conduit	3295.000	LF	Sample for Quality	4	1-2' sample for each lot or batch, 1 Types	SG-130 KARL
		0056-0062	Electrical Cable	2675.000	LF	Sample for Quality	2	1-4' sample for each lot or batch, 4 Types	SG-130 KARL
		0069	TRACER WIRE	1935.000	LF	Sample for Quality	1	1-1' sample for each cable type per lot, 2 Types	SG-130 KARL
		0060-0061	#4 GROUNDING CONDUCTOR	1300.000	LF	Sample for Quality	2	1-1' sample for each cable type per lot, 2 Types	SG-130 KARL
		0067	0001.08 BARRICADE, TYPE II	24100.000	BDAY	Sample for Quality	2	1-1' sample for each cable type per lot, 2 Type	SG-130 KARL
		0068	0001.10 Reflective Sheeting #	3300.000	BDAY	Reflectivity Test	32	1 of every 5, or a minimum of two of each type	SG-23 DONDLINGER
			BARRICADE, TYPE III						
		0069	0001.90 Reflective Sheeting #	4800.000	EACH	Reflectivity Test	5	1 of every 5, or a minimum of two of each type	SG-23 DONDLINGER
			Reflective Sheeting #						
		0070	0001.99 CONTRACTOR FINISHED SIGN DAY	1050.000	EACH	Reflectivity Test	6	1 of every 5, or a minimum of two of each type	SG-23 DONDLINGER
			Reflective Sheeting #						
			Concrete Calculations				2	1 of every 5, or a minimum of two of each type	SG-23 DONDLINGER

State of Nebraska Department of Roads
Material Sampling and Testing Summary

Contract ID 1137Y
Control Number 13137 000
Project Number LC-C-23(13)
Location 27TH/LEIGHTON VIADUCT, LINCOLN
Type of Work GRAD CONC PAVE BR ELEC
Letting Date Oct. 25th, 2012

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Line Item	Item Code	Description	Quantity	Unit	Test Description	Number of Tests	Comments	Guidance
47B-3500 and 47B-3000								
			Bid Item Summary: 1505.00					
			Totals					
	0.806	CV Agg/ CV PCC	1213.03	CV				
	0.3618	CV Agg/ CV PCC	544.51	CV				
	564	1PF Cement	424.41	Tons				
Conversion Factor								
			Bid Item Summary: 648.00					
			Totals					
	0.7375	CV Agg/ CV PCC	477.90	CV				
	0.333	CV Agg/ CV PCC	215.78	CV				
	564	1PF Cement	182.74	Tons				

Agg/Cement Sampling & Testing Totals								
Fine Agg	1.3	ton/ CV Agg	2198.21	Tons	Fine Agg Gradation	2	One Test every 1500 tons	SG-16 BEASON
Coarse Agg	1.25	ton/ CV Agg	950.37	Tons	Coarse Agg Gradation	1	One Test every 4500 tons; NDR will test these samples	SG-16 BEASON
1PF Cement	N/A		607.15	Tons	1PF Cement Sample	1	One Test every 4500 tons; NDR will test these samples	SG-16 MASTERS

** These totals assume all concrete produced by a single source.