

**STATE - LPA**  
**PROFESSIONAL SERVICES, LPA STAFF**  
**CONSTRUCTION ENGINEERING SERVICES**

CITY OF LINCOLN, NEBRASKA  
NEBRASKA DEPARTMENT OF ROADS  
PROJECT NO. LCLC-5228(4)  
CONTROL NO. 13138  
LINCOLN CITY STREET RESURFACING

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, BL1088, 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-5228(4), 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 Street, 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-5228(4), Control No. 13138, 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 \$646,909.37, of which \$517,527.50 is the Federal share and \$129,381.87 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](http://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 to 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](http://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.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

After being duly sworn on oath, I do hereby acknowledge the foregoing certification and state that I am authorized to sign this agreement for the firm.

EXECUTED by the Local Public Agency this \_\_\_\_ day of \_\_\_\_\_, 2013.

CITY OF LINCOLN  
Chris Beutler

\_\_\_\_\_  
Mayor

STATE OF NEBRASKA)  
                                  )ss.  
LANCASTER COUNTY )

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2013.

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

EXECUTED by the State this \_\_\_\_ day of \_\_\_\_\_, 2013.

STATE OF NEBRASKA  
DEPARTMENT OF ROADS  
Jim Wilkinson, P.E.

\_\_\_\_\_  
Local Projects Engineer

**Exhibit "A"**  
**SCOPE OF SERVICES**

**CONSTRUCTION ENGINEERING**  
**for**

**Project Name: \_Lincoln City Street Resurfacing**  
**Project Number:LCLC-5228(4)**  
**Control Number: \_13138**

**A. PROJECT DESCRIPTION**

This scope provides for construction engineering services for \_Lincoln City Street Resurfacing in \_Lancaster\_\_\_ County, Nebraska. The project consists of the following improvements: \_citywide street rehabilitation on 14 street segments\_

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 31 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 31 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 1/2" 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 \_\_\_ Inspections~~
- 4.2 ~~Update SWPPP Manual and Temporary Erosion Control Plan~~
- 4.3 ~~Assume \_\_\_ trips to the project site for SWPPP Inspections.~~
5. ~~Construction Survey/Staking.~~ 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/Site Manager & Daily Work Report (DWR)
    - Review and Enter Data into Site Manager
    - Maintain Project Field Diaries, Files, and Record data in Site Manager
    - 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 daily 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:**

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: March 1, 2013
2. The LPA shall provide a schedule of activities and deliverables upon award

# CONSTRUCTION ENGINEERING SERVICES

## Project Cost

**Project Name:** Lincoln City Street Resurfacing  
**Project Number:** 5228(4)  
**Control Number:** 13138  
**Location (City, County):** Lincoln, Lancaster County  
**Consultant Project Manager:** Holly Lionberger  
**Phone/Email:** 402-326-0593 / hlionberger@lincoln.ne.gov  
**LPA Responsible Charge:** Holly Lionberger  
**Phone/Email:** 402-326-0593 / hlionberger@lincoln.ne.gov  
**NDOR Project Coordinator:** Greg Wood  
**Phone/Email:** 402 479-3831, greg.wood@nebraska.gov  
**Date:** January 17, 2013

LPA:  
**City of Lincoln**

Labor Costs:	Hours	Rate	Amount
<b>Personnel Classification</b>			
Engineering Services Manager	79	\$45.00	\$3,555.00
Construction Project Manager	1024	\$33.79	\$34,600.96
Professional Engineer	745	\$39.35	\$29,315.75
Designer/CADD Technician	80	\$25.00	\$2,000.00
Inspector 1 (Field Construction)	1841	\$28.65	\$52,744.65
Inspector 2 (Field Construction)	1833	\$25.00	\$45,825.00
Inspector 3 (Construction intern)	869	\$15.00	\$13,035.00
Inspector 4 (Material Testing)	808	\$28.65	\$23,149.20
Inspector 5 (Construction intern)	869	\$15.00	\$13,035.00
Administrative	73	\$15.00	\$1,095.00
Traffic Operations	74	\$33.79	\$2,500.46
<b>TOTAL</b>	<b>8295</b>		<b>\$220,856.02</b>

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

Total Project Costs:	Amount
Direct Labor Costs	\$220,856.02
Overhead @ 192.91%	\$426,053.35
Total Labor Costs	\$646,909.37
Fixed Fee @	
Direct Expenses	
<b>PROJECT COST</b>	<b>\$646,909.37</b>

\_\_\_\_\_  
Signature of Responsible Charge

\_\_\_\_\_  
Date

# CONSTRUCTION ENGINEERING SERVICES

## LPA's Estimate of Hours

**Project Name:** Lincoln City Street Resurfacing  
**Project Number:** 5228(4)  
**Control Number:** 13138  
**Location (City, County):** Lincoln, Lancaster County  
**Consultant Project Manager:** Holly Lionberger  
**Phone/Email:** 402-326-0593 / hlionberger@lincoln.ne.gov  
**LPA Responsible Charge:** Holly Lionberger  
**Phone/Email:** 402-326-0593 / hlionberger@lincoln.ne.gov  
**NDOR Project Coordinator:** Greg Wood  
**Phone/Email:** 402 479-3831, greg.wood@nebraska.gov  
**Date:** January 17, 2013

**LPA:**  
**City of Lincoln**

TASKS	PERSONNEL CLASSIFICATIONS**											Total
	ES Mgr	CPM	PE	DES	INSP 1	INSP 2	INSP 3	INSP 4	INSP 5	ADM	TRAF	
<b>For Construction Engineering Services:</b>												
<b>1. Project Management and Coordination</b>												
1.1 Project Management	31	620	465									1,116
<b>Subtotal</b>	<b>31</b>	<b>620</b>	<b>465</b>									<b>1,116</b>
<b>2. Meetings</b>												
2.1 Construction Inspection Planning Meeting		2	1		1	1				1		6
2.2 Pre-Construction Meeting	1	2	2		1	1	1	2	1	2	1	14
2.3 Construction Progress Meetings	15	62	31		31	31	15	31	15	62	31	324
2.4 Public Meeting (If Required)	1	4	8		2	2				8		25
2.5 Trips to Site (Travel Time) for Meetings												
<b>Subtotal</b>	<b>17</b>	<b>70</b>	<b>42</b>		<b>35</b>	<b>35</b>	<b>16</b>	<b>33</b>	<b>16</b>	<b>73</b>	<b>32</b>	<b>369</b>
<b>3. Traffic Control Plan</b>												
3.1 Prepare Traffic Control Plan												
3.2 Review/Approve Traffic Control Plan (If Completed by Contractor)		14	21									42
3.3 Submit Plans to the RC for their records												77
<b>Subtotal</b>		<b>14</b>	<b>21</b>									<b>77</b>
<b>4. SWPPP Inspections/Manual Updates</b>												
4.1 Conduct Inspections												
4.2 Update SWPPP Manual and Temporary Erosion Control Plan												
4.3 Trips to Site (Travel Time) for SWPPP Inspections												
<b>Subtotal</b>												
<b>5. Construction Survey/Staking</b>												
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												
<b>Subtotal</b>												
<b>6. Construction Consultation/Site Manager &amp; Daily Work Report (DWR)</b>												
6.1 Construction Consultation/Site Manager & Daily Work Report (DWR)	31	155	78		233	233	78		78			886
<b>Subtotal</b>	<b>31</b>	<b>155</b>	<b>78</b>		<b>233</b>	<b>233</b>	<b>78</b>		<b>78</b>			<b>886</b>
<b>7. Girder Shim Surveying (Bridge Projects Only)</b>												
7.1 Girder Shim Surveying												
<b>Subtotal</b>												
<b>8. Perform Bearing Calculations</b>												
8.1 Perform Bearing Calculations												
<b>Subtotal</b>												
<b>9. Construction Inspection</b>												
9.1 Construction Inspection					1,395	1,395	775		775			4,340
9.2 Measure, calculate, and document quantities of pay items												
9.3 Maintain records/data and prepare the Weekly Report of WDs												
9.4 Trips to Site (Travel Time) for Construction Inspection												
<b>Subtotal</b>					<b>1,395</b>	<b>1,395</b>	<b>775</b>		<b>775</b>			<b>4,340</b>
<b>10. Perform Material Sampling and Testing</b>												
10.1 Collect, verify, document and deliver all samples to testing lab		78			78	78		155				389
10.2 Provide all required material certifications to the NDOR M & R Lab			31					310				341
10.3 Review and document all test results of all samples								310				310
10.4 Trips to Site (Travel Time) for Delivery and Collecting Samples												
<b>Subtotal</b>		<b>78</b>	<b>31</b>		<b>78</b>	<b>78</b>		<b>775</b>				<b>1,040</b>
<b>11. As-Built Drawings</b>												
11.1 Prepare As-Built Drawings		40	20	80	80	80						300
<b>Subtotal</b>		<b>40</b>	<b>20</b>	<b>80</b>	<b>80</b>	<b>80</b>						<b>300</b>
<b>12. Final Inspections</b>												
12.1 Walkthrough of Site and Preparation of Punch List		8	4		16	8						36
12.2 Review Project to verify that Punch List has been completed		4	4		4	4						16
<b>Subtotal</b>		<b>12</b>	<b>8</b>		<b>20</b>	<b>12</b>						<b>52</b>
<b>13. Project Closeout</b>												
13.1 Project Closeout		35	80									115
<b>Subtotal</b>		<b>35</b>	<b>80</b>									<b>115</b>
<b>14. Other</b>												
14.1 Other												
14.2 Other												
<b>Subtotal</b>												
<b>Total Hours</b>	<b>79</b>	<b>1,024</b>	<b>745</b>	<b>80</b>	<b>1,841</b>	<b>1,833</b>	<b>869</b>	<b>808</b>	<b>869</b>	<b>73</b>	<b>74</b>	<b>8,295</b>
<b>Total Days (8 hrs)</b>	<b>9.9</b>	<b>128.0</b>	<b>93.1</b>	<b>10.0</b>	<b>230.1</b>	<b>229.1</b>	<b>108.6</b>	<b>101.0</b>	<b>108.6</b>	<b>9.1</b>	<b>9.3</b>	<b>1036.9</b>
<b>Total Travel Time</b>												
<b>Total Hours minus Travel Time</b>	<b>79</b>	<b>1024</b>	<b>745</b>	<b>80</b>	<b>1841</b>	<b>1833</b>	<b>869</b>	<b>808</b>	<b>869</b>	<b>73</b>	<b>74</b>	<b>8295</b>

# CONSTRUCTION ENGINEERING SERVICES Staffing Plan

Project Name: Lincoln City Street Resurfacing  
 Project Number: 5228(4)  
 Control Number: 13136  
 Location (City, County): Lincoln, Lancaster County  
 Firm Name: City of Lincoln  
 Consultant Project Manager: Holly Lionberger  
 Phone/Email: 402-326-0593 / hlionberger@lincoln.ne.gov  
 LPA Responsible Charge: Holly Lionberger  
 Phone/Email: 402-326-0593 / hlionberger@lincoln.ne.gov  
 NDOR Project Coordinator: Greg Wood  
 Phone/Email: 402-479-3831 greg.wood@nebraska.gov  
 Date: January 17, 2013

Labor Costs:		Hours	Blended Rate	Amount
Code	Classification Title			
ES Mgr	Engineering Services Manager	79	\$48.86	\$3,859.94
CPM	Construction Project Manager	1024	\$33.79	\$34,600.96
PE	Professional Engineer	745	\$39.35	\$29,315.75
DES	Designer/CADD Technician	80	\$28.65	\$2,292.00
INSP 1	Inspector 1 (Field Construction)	1841	\$28.65	\$52,744.65
INSP 2	Inspector 2 (Field Construction)	1833	\$24.18	\$44,321.94
INSP 3	Inspector 3 (Construction intern)	869	\$15.00	\$13,035.00
INSP 4	Inspector 4 (Material Testing)	808	\$29.42	\$23,771.36
INSP 5	Inspector 5 (Construction intern)	899	\$15.00	\$13,035.00
ADM	Administrative	73	\$20.61	\$1,504.53
TRAF	Traffic Operations	74	\$31.17	\$2,308.58
<b>TOTALS</b>		<b>8,295</b>		<b>\$220,787.71</b>

Overhead Rate\*: 192.91%

Fee for Profit Rate\*:

\* Enter firms most recent Audited Overhead Rate, and Fee for Profit Rate calculated from the NDOR Fixed Fee Worksheet (available on the NDOR website).

**CLASSIFICATIONS\*\*:**

ES Mgr = Engineering Services Manager  
 CPM = Construction Project Manager  
 PE = Professional Engineer  
 DES = Designer/CADD Technician

INSP 1 = Inspector 1 (Field Construction)  
 INSP 2 = Inspector 2 (Field Construction)  
 INSP 3 = Inspector 3 (Construction intern)  
 INSP 4 = Inspector 4 (Material Testing)

INSP 5 = Inspector 5 (Construction intern)  
 ADM = Administrative  
 TRAF = Traffic Operations

\*\* 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

**Blended Rates Table**

STAFFING PLAN			
EMPLOYEE NAME	CLASSIFICATION <sup>1</sup> & CERTIFICATIONS	SALARY RATE	% ASSIGNED <sup>2</sup>
<b>Engineering Services Manager</b>			
Thomas Shafer	Manager, RC	\$48.86	100%
		<b>Blended Rate:</b>	<b>\$48.86</b>
<b>Construction Project Manager</b>			
Mark Miller	Senior Engineering Specialist; NDOR Earthwork Training &	\$33.79	100%
		<b>Blended Rate:</b>	<b>\$33.79</b>
<b>Professional Engineer</b>			
Holly Lionberger	Engineer, RC	\$39.35	100%
		<b>Blended Rate:</b>	<b>\$39.35</b>
<b>Designer/CADD Technician</b>			
Julie Dahlke	Engineering Specialist	\$28.65	100%
		<b>Blended Rate:</b>	<b>\$28.65</b>
<b>Inspector 1 (Field Construction)</b>			
Kirk Drake	Engineering Specialist; NDOR Earthwork Training &	\$28.65	100%
		<b>Blended Rate:</b>	<b>\$28.65</b>
<b>Inspector 2 (Field Construction)</b>			
Zach Becker	Associate Engineering Specialist; ATSSA Traffic Control	\$24.18	100%
		<b>Blended Rate:</b>	<b>\$24.18</b>
<b>Inspector 3 (Construction intern)</b>			
To Be Determined	Professional/Technical	\$15.00	100%
		<b>Blended Rate:</b>	<b>\$15.00</b>
<b>Inspector 4 (Material Testing)</b>			
Andy Ruder	Engineering Specialist; NDOR Asphalt Field Technician Level I	\$28.65	45%
Dan Hasster	Senior Engineering Specialist; Nuclear Density Gauge Safety	\$33.79	15%
Rex Cornell	Engineering Specialist; Site Manager, NDOR Earthwork	\$28.65	40%
		<b>Blended Rate:</b>	<b>\$29.42</b>
<b>Inspector 5 (Construction intern)</b>			
To Be Determined	Professional/Technical	\$15.00	100%
		<b>Blended Rate:</b>	<b>\$15.00</b>
<b>Administrative</b>			
Mary Lowe	Office Specialist	\$20.61	100%
		<b>Blended Rate:</b>	<b>\$20.61</b>
<b>Traffic Operations</b>			
Erin Sokolik	Engineer, RC	\$32.67	50%
Shane Dostal	Senior Engineering Specialist, RC	\$33.79	10%
Greg Topil	Engineering Specialist	\$28.65	40%
		<b>Blended Rate:</b>	<b>\$31.17</b>

# CONSTRUCTION ENGINEERING SERVICES

## Direct Expenses

Project Name: Lincoln City Street Resurfacing  
 Project Number: 5228(4)  
 Control Number: 13138  
 Location (City, County): Lincoln, Lancaster County  
 Consultant Project Manager: Holly Lionberger  
 Phone/Email: 402-326-0593 / hlionberger@lincoln.ne.gov  
 LPA Responsible Charge: Holly Lionberger  
 Phone/Email: 402-326-0593 / hlionberger@lincoln.ne.gov  
 NDOR Project Coordinator: Greg Wood  
 Phone/Email: 402 479-3831, greg.wood@nebraska.gov  
 Date: January 17, 2013

LPA:  
**City of Lincoln**

Subconsultants:	Quantity	Unit Cost	Amount
Subtotal			

Printing and Reproduction:	Quantity	Unit Cost	Amount
Subtotal			

Mileage/Travel:	Quantity	Unit Cost	Amount
Subtotal			

Lodging/Meals:	Quantity	Unit Cost	Amount
Subtotal			

Material Testing:	Quantity	Unit Cost	Amount	Material Testing:	Quantity	Unit Cost	Amount
Subtotal				Subtotal			

Other Miscellaneous Costs:	Quantity	Unit Cost	Amount
Subtotal			

<b>TOTAL DIRECT EXPENSES</b>			
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# CONSTRUCTION ENGINEERING SERVICES

## Cost by Task

Project Name: Lincoln City Street Resurfacing  
 Project Number: 5228(4)  
 Control Number: 13138  
 Location (City, County): Lincoln, Lancaster County  
 Consultant Project Manager: Holly Lionberger  
 Phone/Email: 402-326-0593 / hlionberger@lincoln.ne.gov  
 LPA Responsible Charge: Holly Lionberger  
 Phone/Email: 402-326-0593 / hlionberger@lincoln.ne.gov  
 NDOR Project Coordinator: Greg Wood  
 Phone/Email: 402 479-3831, greg.wood@nebraska.gov  
 Date: January 17, 2013

LPA:  
City of Lincoln

Tasks	Total Hours	Direct Labor Cost	Overhead 192.91%	Fee for Profit	Total Project Cost
<b>For Construction Engineering Services:</b>					
1. Project Management and Coordination	1,116	\$40,642.55	\$78,403.54		\$119,046.09
2. Meetings	369	\$10,262.48	\$19,797.35		\$30,059.83
3. Traffic Control Plan	77	\$2,718.59	\$5,244.43		\$7,963.02
4. SWPPP Inspections/Manual Updates					
5. Construction Survey/Staking					
6. Construction Consultation/Site Manager & Daily Work Report (DWR)	886	\$24,542.20	\$47,344.36		\$71,886.56
7. Girder Shim Surveying (Bridge Projects Only)					
8. Perform Bearing Calculations					
9. Construction Inspection	4,340	\$98,091.75	\$189,228.79		\$287,320.54
10. Perform Material Sampling and Testing	1,040	\$30,243.92	\$58,343.55		\$88,587.47
11. As-Built Drawings	300	\$8,430.60	\$16,263.47		\$24,694.07
12. Final Inspections	52	\$1,593.28	\$3,073.60		\$4,666.88
13. Project Closeout	115	\$4,330.65	\$8,354.26		\$12,684.91
14. Other					
Direct Expenses					
<b>TOTAL</b>	<b>8295</b>	<b>\$220,856.02</b>	<b>\$426,053.35</b>		<b>\$646,909.37</b>

State of Nebraska Department of Roads  
Required Document List

Contract ID 1138Y  
Control Number 13138 000  
Project Number LCLC-5228(4)  
Location LINCOLN CITY STREET RESURFACING  
Type of Work GRAD CONC PAVE CULV WATER ELEC  
Letting Date Oct. 25th, 2012

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.

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

Group	Line Item	Item Code	Description	Quantity	Unit	Acceptance Method	Reference Book	M&R Contact	
GROUP 1 GI	0001	0030.10	MOBILIZATION	1.000	LS				
	0002	1010.01	EXCAVATION (ESTABLISHED QUANTITY) Soil Density-Excavation-Fill Material	218.000	CY	TOS	SP-103	LINDEMANN	
	0003	1101.00	REMOVE PAVEMENT	11374.000	SY				
	0004	1101.25	SAWING PAVEMENT	20474.000	LF				
	0005	1106.00	REMOVE DRIVEWAY	1034.000	SY				
	0006	1107.00	REMOVE WALK	4330.000	SY				
	0007	1108.00	REMOVE COMBINATION CURB AND GUTTER	7995.000	LF				
	0008	1114.10	REMOVE RETAINING WALL	64.000	LF				
	0009	1114.15	REMOVE RAILROAD TIE WALL	24.000	LF				
	0010	1136.07	REMOVE	6346.000	LF				
	0011	1137.51	REMOVE AND RESET	1.000	EACH				
GROUP 3 CC	0012	0030.30	MOBILIZATION	1.000	LS				
	0013	3008.05	TIE BARS Reinforcing Steel - Field Sample Reinforcing Steel(pretested) Non-Shrink Grout Epoxy Resin Bonding System-Grade 3	3826.000	EACH	TOS/COT TOS/COT APL APL	NSS1020 NSS1020 SG-20 SP-137	KAREL KAREL MASTERS MASTERS	
	0014	3013.15	CONCRETE CLASS 47B-3500 BARRIER CURB Class B (47B Fine) Aggregate Class E (47B Coarse) Aggregate Portland Cement Blended-IPF, IPN, IPF/S Portland Cement Concrete Pref. Expansion Jt Filler	43.600	LF		TOS	SG-16	BEASON
							TOS	SG-16	BEASON
							TOS	SG-16	MASTERS
							TOS	SG-16	MASTERS
							APL	SG-16	MASTERS
	0015	3014.11	COMBINATION CONCRETE CLASS 47B-3500 CURB AND GUTT Class B (47B Fine) Aggregate Class E (47B Coarse) Aggregate Portland Cement Blended-IPF, IPN, IPF/S Portland Cement Concrete Pref Expansion Jt Filler White Pigmented Cure Compound-Field Use	14241.000	LF		APL/TOS	SG-16	MASTERS
							TOS	SG-16	BEASON
							TOS	SG-16	BEASON
							TOS	SG-16	MASTERS
							TOS	SG-16	MASTERS
	0016	3016.22	CONCRETE CLASS 47B-3500 SIDEWALKS Class B (47B Fine) Aggregate Class E (47B Coarse) Aggregate Portland Cement Blended-IPF, IPN, IPF/S Portland Cement Concrete Pref. Expansion Jt Filler White Pigmented Cure Compound-Field Use Hot Poured Joint Sealant -Field Use	150.000	SY		APL/TOS	SG-16	BYRE
							TOS	SG-16	BEASON
							TOS	SG-16	BEASON
							TOS	SG-16	MASTERS
							TOS	SG-16	MASTERS
	0017	3016.23	6" CONCRETE CLASS 47B-3000 SIDEWALKS Class B (47B Fine) Aggregate Class E (47B Coarse) Aggregate Portland Cement Blended-IPF, IPN, IPF/S Portland Cement Concrete Pref. Expansion Jt Filler White Pigmented Cure Compound-Field Use	4249.000	SY		APL/TOS	SG-16	MASTERS
							TOS	SG-16	BEASON
							TOS	SG-16	BEASON
							TOS	SG-16	MASTERS
							TOS	SG-16	MASTERS
	0018	3016.39	DETECTABLE WARNING PANEL	3178.000	SF		APL	SP-103	KAREL
0019	3017.40	CONCRETE CLASS 47B-3000 MEDIAN SURFACING Class B (47B Fine) Aggregate Class E (47B Coarse) Aggregate Portland Cement Blended-IPF, IPN, IPF/S Portland Cement Concrete White Pigmented Cure Compound-Field Use	286.000	SY		TOS	SG-16	BEASON	
						TOS	SG-16	BEASON	
						TOS	SG-16	MASTERS	
						TOS	SG-16	MASTERS	
						APL/TOS	SG-16	MASTERS	
0020	3019.24	CONCRETE CLASS 47B-3500 ISLAND NOSE Class B (47B Fine) Aggregate Class E (47B Coarse) Aggregate Portland Cement Blended-IPF, IPN, IPF/S Portland Cement Concrete White Pigmented Cure Compound-Field Use	2.000	EACH		APL/TOS	SG-16	MASTERS	
						TOS	SG-16	BEASON	
						TOS	SG-16	BEASON	
						TOS	SG-16	MASTERS	
						TOS	SG-16	MASTERS	
0021	3020.20	CONCRETE CLASS 47B-3500 DRIVEWAY 5"	273.000	SY		APL/TOS	SG-16	MASTERS	
0022	3020.23	CONCRETE CLASS 47B-3500 DRIVEWAY 8" Class B (47B Fine) Aggregate Class E (47B Coarse) Aggregate Portland Cement Blended-IPF, IPN, IPF/S Portland Cement Concrete White Pigmented Cure Compound-Field Use	4.300	SY		TOS	SG-16	BEASON	
						TOS	SG-16	BEASON	
						TOS	SG-16	MASTERS	
						TOS	SG-16	MASTERS	
						APL/TOS	SG-16	MASTERS	
0023	3020.24	CONCRETE CLASS 47B-3500 DRIVEWAY	757.000	SY		APL/TOS	SG-16	MASTERS	

State of Nebraska Department of Roads  
Required Document List

Contract ID 1138Y  
Control Number 13138 000  
Project Number LCLC-5228(4)  
Location LINCOLN CITY STREET RESURFACING  
Type of Work GRAD CONC PAVE CULV WATER ELEC  
Letting Date Oct. 25th, 2012

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Line Group	Item	Item Code	Description	Quantity	Unit	Acceptance Method	Reference Book	M&R Contact
			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	SG-16	MASTERS
0024	3031.08		8" CONCRETE BASE COURSE	12355.000	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
			White Pigmented Cure Compound-Field Use			APL	SG-15	MASTERS
0025	3075.42		9" CONCRETE PAVEMENT, CLASS 47B-3500	29.000	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
			White Pigmented Cure Compound-Field Use			APL	SG-15	MASTERS
			Reinforcing Steel - Field Sample			TOS/COT	SG-15	KAREL
			Reinforcing Steel-(pretested)			TOS/COT	SG-15	KAREL
			Hot Poured Joint Sealant -Field Use			APL/TOS	SG-15	BYRE
0026	4015.00		ADJUST MANHOLE TO GRADE	68.000	EACH			
			Class B (47B Fine) Aggregate			TOS	SG-16	BEASON
			Class E (47B Coarse) Aggregate			TOS	SG-16	BEASON
			Portland Cement Concrete			TOS	SG-16	MASTERS
0027	4094.03		MODULAR BLOCK WALL	1348.000	SF			
			GEOGRID			APL	SP-103	LINDEMANN
			UNDERDRAINS			TOS	SP-103	BEASON
			BASE LEVELING PAD MATERIAL			TOS	SP-103	BEASON
0028	7489.04		4" WHITE THERMOPLASTIC, GROOVED	29186.000	LF			
			Glass Beads-Thermo and Polyurea			COT	SG-23	DONDLINGER
			Thermoplastic Pavment Marking			COT	SG-23	DONDLINGER
0029	7489.05		4" YELLOW THERMOPLASTIC, GROOVED	34050.000	LF			
			Glass Beads-Thermo and Polyurea			COT	SG-23	DONDLINGER
			Thermoplastic Pavment Marking			COT	SG-23	DONDLINGER
0030	7489.08		8" WHITE THERMOPLASTIC, GROOVED	2587.000	LF			
			Glass Beads-Thermo and Polyurea			COT	SG-23	DONDLINGER
			Thermoplastic Pavment Marking			COT	SG-23	DONDLINGER
0031	7489.12		12" WHITE THERMOPLASTIC, GROOVED	783.000	LF			
			Glass Beads-Thermo and Polyurea			COT	SG-23	DONDLINGER
			Thermoplastic Pavment Marking			COT	SG-23	DONDLINGER
0032	7489.13		12" YELLOW THERMOPLASTIC, GROOVED	159.000	LF			
			Glass Beads-Thermo and Polyurea			COT	SG-23	DONDLINGER
			Thermoplastic Pavment Marking			COT	SG-23	DONDLINGER
0033	7489.24		24" WHITE THERMOPLASTIC, GROOVED	3200.000	LF			
			Glass Beads-Thermo and Polyurea			COT	SG-23	DONDLINGER
			Thermoplastic Pavment Marking			COT	SG-23	DONDLINGER
0034	7489.25		ARROW, THERMOPLASTIC, GROOVED	8.000	EACH			
			Glass Beads-Thermo and Polyurea			COT	SG-23	DONDLINGER
			Thermoplastic Pavment Marking			COT	SG-23	DONDLINGER
0035	7489.26		ONLY, THERMOPLASTIC, GROOVED	1.000	EACH			
			Glass Beads-Thermo and Polyurea			COT	SG-23	DONDLINGER
			Thermoplastic Pavment Marking			COT	SG-23	DONDLINGER
0036	8022.12		HYDRATED LIME FOR ASPHALT MIXTURES	143.000	TON	COC	SP-114	DONDLINGER
0037	9005.82		ASPHALTIC CONCRETE, TYPE SPH	17680.000	TON			
			Asphalt Aggregate			TOS	SP-142	BEASON
			Asphaltic Concrete Technician			PMV	SP-142	KOVES
			Asphaltic Concrete			COC	SP-142	KOVES
0039	9021.06		PERFORMANCE GRADED BINDER (70-34)	853.440	TON	TOS	SP-106	BYRE
0041	9053.00		TACK COAT	24790.000	GAL	TOS	SP-96	BYRE
0042	9110.01		RENTAL OF LOADER, FULLY OPERATED	20.000	HOUR			
0043	9110.02		RENTAL OF MOTOR GRADER, FULLY OPERATED	20.000	HOUR			
0044	9110.03		RENTAL OF DUMP TRUCK, FULLY OPERATED	20.000	HOUR			
0045	9110.07		RENTAL OF SKID LOADER, FULLY OPERATED	20.000	HOUR			
0046	9111.00		WATER	40.000	MGAL			
0047	9173.20		SUBGRADE PREPARATION	12384.000	SY			
			Soil Density-Subgrade Preparation			TOS	SG-10	LINDEMANN
0048	9179.33		COLD MILLING, CLASS 3	143134.000	SY			
0049	9186.00		CONCRETE SURFACE MILLING	22107.000	SY			

State of Nebraska Department of Roads  
Required Document List

Contract ID 1138Y  
Control Number 13138 000  
Project Number LCLC-5228(4)  
Location LINCOLN CITY STREET RESURFACING  
Type of Work GRAD CONC PAVE CULV WATER ELEC  
Letting Date Oct. 25th, 2012

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Group	Line Item	Item Code	Description	Quantity	Unit	Acceptance		Reference	
						Method	Book	M&R Contact	
	0050	9300.38	RAP INCENTIVE PAYMENT	30226.000	EACH				
	0051	A724.03	RELOCATE	2.000	EACH				
	0052	L001.02	SEEDING, TYPE B	0.300	ACRE				
	0053	W600.24	ADJUST WATER VALVE BOX AND COVER TO GRADE	93.000	EACH			SP-97	KAREL
			Portland Cement Concrete				TOS	SG-16	MASTERS
	0038	9010.56	ASPHALTIC CONCRETE FOR PATCHING, TYPE SPH	100.000	TON			SP-142	REA
			Asphalt Aggregate				TOS	SP-142	BEASON
			Asphaltic Concrete Technician				TOS	SP-142	KOVES
			Asphaltic Concrete				TOS	SP-142	KOVES
	0040	9034.00	PREPARATION OF INTERSECTIONS AND DRIVEWAYS	1034.000	SY				KOVES
GROUP 4 C	0054	0030.40	MOBILIZATION	1.000	LS				KOVES
	0055	1119.00	REMOVE INLET	18.000	EACH				KOVES
	0056	4012.07	INLET-72" STRAIGHT	18.000	EACH				KOVES
			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
			Reinforcing Steel - Field Sample				TOS/COT	SG-16	KAREL
			Reinforcing Steel-(pretested)				TOS/COT	SG-16	KAREL
			Brick				COT	SG-16	MASTERS
	0057	4012.08	INLET-72" CANTED	6.000	EACH				
			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
			Reinforcing Steel - Field Sample				TOS/COT	SG-16	KAREL
			Reinforcing Steel-(pretested)				TOS/COT	SG-16	KAREL
			Brick				COT	SG-16	MASTERS
	0058	4012.18	MODIFY CURB INLET	6.000	EACH		TOS	SG-16	MASTERS
	0059	4107.07	CLASS 47B-3000 CONCRETE FOR CONCRETE COLLARS	6.740	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
	0060	4157.02	EPOXY COATED REINFORCING STEEL FOR COLLARS	876.000	LB				
			Reinforcing Steel - Field Sample				TOS/COT	SG-16	KAREL
			Reinforcing Steel-(pretested)				TOS/COT	SG-16	KAREL
	0061	4600.15	15" REINFORCED CONCRETE SEWER PIPE	93.000	LF				
			Soil Density-Pipe Backfill				TOS	NSS702	LINDEMANN
			Reinf Conc Sewer Pipe 15in-Class III				SR	SG-19	KAREL
	0062	4600.18	18" REINFORCED CONCRETE SEWER PIPE	59.000	LF				
			Reinf Conc Sewer Pipe 18in-Class III				SR	SG-19	KAREL
			Soil Density-Pipe Backfill				TOS	NSS702	LINDEMANN
	0063	4600.30	30" REINFORCED CONCRETE SEWER PIPE	24.000	LF				
			Reinf Conc Sewer Pipe 30in-Class III				SR	SG-19	KAREL
GROUP 4A I	0064	0030.40	MOBILIZATION	1.000	LS				
	0065	1136.03	REMOVE	4.000	EACH				
	0066	W200.46	6" RETAINER GLAND	8.000	EACH		COC	SP-195	KAREL
	0067	W200.71	ANCHOR COUPLING, M.J.	4.000	EACH		COC	SP-164	KAREL
	0068	W205.06	6" WATER MAIN PIPE	33.000	LF		TOS	SP-195	KAREL
			Soil Density-Pipe Backfill				TOS	NSS702	LINDEMANN
	0069	W220.06	6" GATE VALVE, M.J.	4.000	EACH		COC	SP-164	KAREL
	0070	W221.97	FIRE HYDRANT	4.000	EACH		COC	SP-164	KAREL
GROUP 8B F	0071	0030.80	MOBILIZATION	1.000	LS				
	0072	1136.06	REMOVE	2.000	EACH				
	0073	A001.50	PULL BOX	9.000	EACH		PMV	SP-178	KAREL
	0074	A007.31	VEHICLE DETECTOR	65.000	EACH				
			Vehicle Detector Cable				TOS	SP-180	KAREL
			Vehicle Detector Loop Sealants				APL	SP-181	MASTERS
	0075	A065.46	1/2-INCH CONDUIT IN TRENCH	933.000	LF				
			Electrical Conduit				PMV/TOS	SG-21	KAREL
	0076	A078.90	LEAD-IN CABLE	210.000	LF		TOS	SP-169	KAREL
	0077	A449.00	ADJUST PULL BOX TO GRADE	3.000	EACH		TOS	SP-169	KAREL
	0078	A630.20	REMOVE PULL BOX	10.000	EACH				
GROUP 10 C	0079	0001.08	BARRICADE, TYPE II	14525.000	BDAY				
			Reflective Sheeting				TOS	SG-23	DONDLINGER
			Barricade Warning Lights Type C				APL	SG-23	KAREL

State of Nebraska Department of Roads  
Required Document List

Contract ID 1138Y  
Control Number 13138 000  
Project Number LCLC-5228(4)  
Location LINCOLN CITY STREET RESURFACING  
Type of Work GRAD CONC PAVE CULV WATER ELEC  
Letting Date Oct. 25th, 2012

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Group	Line Item	Item Code	Description	Quantity	Unit	Acceptance Method	Reference Book	M&R Contact
	0080	0001.10	BARRICADE, TYPE III Barricade Warning Lights Type A x Reflective Sheeting x	4317.000	B DAY	APL TOS	SG-23 SG-23	KAREL DONDLINGER
	0081	0001.75	TEMPORARY SIGN DAY	2568.000	EACH			
	0082	0001.90	SIGN DAY	2444.000	EACH			
	0083	0001.99	CONTRACTOR FURNISHED SIGN DAY	2878.000	EACH			
	0084	0002.44	TEMPORARY PAVEMENT MARKING, TYPE PAINT Pavement Marking Glass Beads x Pavement Marking Traffic Paint x	33044.000	LF	APL APL	NSS422 NSS422	DONDLINGER DONDLINGER
	0085	0002.97	FLASHING ARROW PANEL	146.000	DAY			
	0086	0003.10	FLAGGING	300.000	DAY			
	0087	0020.00	TRAINING	1000.000	HOUR			
	0088	0030.00	MOBILIZATION	1.000	LS			
	0089	1017.00	CONSTRUCTION STAKING AND SURVEYING	7.700	LS			
			BUY AMERICA CERTIFICATION (PRIME CONTRACTOR)			CC	SP-72	KAREL

State of Nebraska Department of Roads  
Material Sampling and Testing Summary

Contract ID: 1138Y  
Contract Number: 13138 000  
Project Number: LCC-5228/4  
Location: LINCOLN CITY STREET RESURFACING  
Type of Work: GRAAD CONC PAVE CURV WATER ELEC  
Letting Date: Oct. 25th, 2012

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Group	Line Item	Item Code	Description	Quantity	Unit	Test Description	Number of Tests	Comments	Guidance	
GROUP 1 GRADING	0002	1010.01	EXCAVATION (ESTABLISHED QUANTITY) Soil Density-Excavation-Fill Material	210,000	CY	Lab Standard Proctor Test/Quality Field Density Test Field Moisture Test	1 3 3		SP-103 LINDENMANN SP-103 LINDENMANN SP-103 LINDENMANN	
	GROUP 3 CONCRETE PAVEMENT 0013	0014	3008.05	TI-E BASE Reinforcing Steel - Field Sample CONCRETE CLASS 47B-3500 BARRIER CURB	3826,000	EACH	Sample for Quality	1	2-6' samples unless from approved stock	NS3120 KABEL
		0015	3003.15	To be poured with item #0015	43,600	LF				
	GROUP 3 CONCRETE PAVEMENT 0013	0015	3004.11	White Pigmented Cure Compound-Field Usat COMBINATION CONCRETE CLASS 47B-3500 CURB AND GUTTER = (Capital Park - 8 pours) + (So. 17th - 10 pours) + (So. 40th - 8 pours) Notes: Based on the assumption that contractor will perform work under traffic and have multiple locations in the city - random sampling, no pricing machine will be used. Multiple lanes with multiple courses in each lane on capital park only.	14241,000	LF	Sample for Quality Age Free Moisture Field Tech Tests Unconfined Compression Cylinder	26 26 104	No test required unless not from approved stock or current calendar year Air(wey 300c), Slump, Unit Weight, Yield, Cylinders...	SG-16 MASTERS SG-16 BEASON SG-16 BEASON SG-16 MASTERS
		0016	3016.22	White Pigmented Cure Compound-Field Usat Hot Poured Joint Sealant -Field Usat CONCRETE CLASS 47B-3500 SIDEWALKS	150,000	SY	Sample for Quality	1	No test required unless not from approved stock or current calendar year One sample per lot unless shipped from tested and approved stock	SG-16 MASTERS SG-16 BRNE
		0017	3016.23	White Pigmented Cure Compound-Field Usat 6" CONCRETE CLASS 47B-3500 SIDEWALKS To be poured with item #0024	4249,000	SY	Sample for Quality		No test required unless not from approved stock or current calendar year	SG-16 MASTERS
		0019	3017.40	White Pigmented Cure Compound-Field Usat CONCRETE CLASS 47B-3500 MEDIUM SURFACING 5 pour 6in thick Notes: Assume basework, no pricing machine will be used. Multiple lanes with multiple courses in each lane in complete work.	286,000	SY	Sample for Quality Age Free Moisture Field Tech Tests Unconfined Compression Cylinder	2 2 8	No test required unless not from approved stock or current calendar year Air(wey 300c), Slump, Unit Weight, Yield, Cylinders...	SG-16 MASTERS SG-16 BEASON SG-16 BEASON SG-16 MASTERS
	0020	3019.24	White Pigmented Cure Compound-Field Usat CONCRETE CLASS 47B-3500 ISLAND NOSE To be poured with other Class 47B-3500 Concrete	2,000	EACH	Sample for Quality		No test required unless not from approved stock or current calendar year	SG-16 MASTERS	
	0021	3020.20	White Pigmented Cure Compound-Field Usat CONCRETE CLASS 47B-3500 DRIVEWAY 5" To be poured with sidewalks	273,000	SY	Sample for Quality		No test required unless not from approved stock or current calendar year	SG-16 MASTERS	
	0022	3020.23	White Pigmented Cure Compound-Field Usat CONCRETE CLASS 47B-3500 DRIVEWAY 6" To be poured with sidewalks	4,300	SY	Sample for Quality		No test required unless not from approved stock or current calendar year	SG-16 MASTERS	
0023	3020.24	White Pigmented Cure Compound-Field Usat CONCRETE CLASS 47B-3500 DRIVEWAY 6in thick To be poured with sidewalks	757,000	SY	Sample for Quality		No test required unless not from approved stock or current calendar year	SG-16 MASTERS		
0024	3031.08	White Pigmented Cure Compound-Field Usat 8" CONCRETE BASE COURSE = (Capital Park - 8 pours) + (So. 17th - 10 pours) + (So. 40th - 8 pours) 26 pours	12355,000	SY	Sample for Quality Age Free Moisture	26	No test required unless not from approved stock or current calendar year	SG-16 MASTERS SG-15 BEASON		

Contract ID 1138Y  
Contract Number 13138 000  
Project Number LCIC 5228(4)  
Location LINCOLN CITY STREET RESURFACING  
Type of Work GRAD CONC PAVE CIVIL WATER/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
		CLASS 47B-3500	Portland Cement based on the assumption that contractor will perform work under traffic and have multiple locations in the city. Assume bituminous, no paving machine will be used. Multiple lines with multiple courses in each lane to complete work.			Field Tech Tests	26		
		2750	CV			Unconfined Compression Cylinder	104		
	0025	3075.42	White Pigmented Cure Compound Field User 9" CONCRETE PAVEMENT, CLASS 47B-3500 To be poured with item 8024	29,000	SY	Sample for Quality		No test required unless not from approved stock or current calendar year	SG-15 MASTERS
	0026	4015.00	White Pigmented Cure Compound Field User Reinforcing Steel - Field Sample Hot Poured Joint Sealant - Field User ADJUST MANHOLE TO GRADE To be poured with others	68,000	EACH	Sample for Quality Sample for Quality Sample for Quality	1	No test required unless not from approved stock or current calendar year One sample per lot unless shipped from tested and approved stock	SG-15 KARL BIRE
	0037	9005.82	CV ASPHALTIC CONCRETE, TYPE SPH Asphalt Aggregate	17,680,000	TON	Sample for Quality Asphalt Mix Design Asphalt Mixture Testing Density Test	1 per agg 1 24 24	1 test every 750 tons 1 test every 750 tons 1 test every 750 tons	SP-142 BEASON SP-142 KOVES
	0039	9021.06	PERFORMANCE GRADED BINDER (70-94)	853,440	TON	Sample for Quality	5	1 test every 3750 tons of asphalt	SP-106 BIRE
	0041	9053.00	TACK COAT	2,479,000	GAL	Sample for Quality	1	1 quart sample per tank car or truckload	SP-96 BIRE
	0047	9173.20	SUBGRADE PREPARATION Soil Density/Subgrade Preparation	123,840,000	SY	Lab Standard Proctor Test/Quality Field Density Test Field Moisture Test	1 1 5		SG-10 LENDEMANN
	0053	W600.24	ADJUST WATER VALVE BOX AND COVER TO GRADE To be poured with others	99,000	EACH				SP-97 KARL
	0055	4012.07	CV INLET-72" STRAIGHT	18,000	EACH	Agg Free Moisture Field Tech Tests Unconfined Compression Cylinder Sample for Quality	2 2 8 1	1 test every 300cy, Slump, Unit Weight, Yield, Cylinders...	KOVES SG-16 BEASON SG-16 BEASON SG-16 MASTERS SG-16 KARL
	0057	4012.08	CV INLET-72" CANTED	6,000	EACH	Agg Free Moisture Field Tech Tests Unconfined Compression Cylinder Sample for Quality	2 2 8 1	1 test every 300cy, Slump, Unit Weight, Yield, Cylinders...	SG-16 BEASON SG-16 BEASON SG-16 MASTERS SG-16 KARL
	0058	4012.18	CV MODIFY CURB INLET	6,000	EACH	Field Tech Tests Unconfined Compression Cylinder Sample for Quality	2 8 1	1 test every 300cy, Slump, Unit Weight, Yield, Cylinders...	SG-16 MASTERS
	0059	4157.02	White Pigmented Cure Compound Field User EPOXY COATED REINFORCING STEEL FOR COLLARS	876,000	LB	Sample for Quality		No test required unless not from approved stock or current calendar year	SG-16 MASTERS
	0061	4600.15	Reinforcing Steel - Field Sample 15" REINFORCED CONCRETE SEWER PIPE Soil Density/Pipe Backfill	93,000	LF	Sample for Quality	1	2-6' samples unless from approved stock	SG-16 KARL
	0062	4600.18	1 per location/3 locations 15" REINFORCED CONCRETE SEWER PIPE	59,000	LF	Lab Standard Proctor Test/Quality Field Density Test Field Moisture Test	1 3 3		NS5702 LENDEMANN

Contract ID 1138Y  
Contract Number 13138 000  
Project Number LELC-5228(4)  
Location LINCOLN CITY STREET RESURFACING  
Type of Work GRADE CONC PAVE CURB WATER 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 4A WATER MAIN	Assume:	1 per location/4 locations	Soil Density-Pipe Backfill x			Lab Standard Proctor Test/Quality	1		NS5702 LINDEMANN
	0088	W20S-06	6" WATER MAIN PIPE Soil Density/Pipe Backfill x	33,000	LF	Field Density Test Field Moisture Test	4		SP-195 KAREL NS5702 LINDEMANN
GROUP 888 ELECTRICAL	Assume:	1 per location/2 locations	VEHICLE DETECTOR	65,000	EACH	Lab Standard Proctor Test/Quality	1		
	0074	A007-31	Vehicle Detector Cable			Field Density Test	1		SP-180 KAREL
	0075	A005-46	1/2-INCH CONDUIT IN TRENCH	933,000	LF	Field Moisture Test	2		SP-21 KAREL
	0076	A078-90	ELECTRICAL CONDUIT x LEAD-IN CABLE	210,000	LF	Sample for Quality	1	1-4" sample for each cable type per lot. 1 Types	SP-169 KAREL
GROUP 10 GENERAL ITEMS	0079	0001-08	BARRICADE TYPE II	14525,000	BOAY	Sample for Quality	1	1-4" sample for each cable type per lot. 1 Types	SP-23 DONDLINGER
	0080	0001-10	REFLECTIVE SHEETING x BARRICADE TYPE III	4317,000	BOAY	Reflectivity Test	15	1 of every 5, or a minimum of two of each type	SP-23 DONDLINGER
			REFLECTIVE SHEETING x			Reflectivity Test	5	1 of every 5, or a minimum of two of each type	SP-23 DONDLINGER

Concrete Calculations		Tons	
47B	Conversion Factor	CF	CF
Fine Agg	0.935	4722.74	3806.55
Coarse Agg	0.9315	1708.69	1331.51
19F Cement	564		
<b>Agg/Cement Sampling &amp; Testing Totals</b>			
Fine Agg	1.3	4948.49	Tons
Coarse Agg	1.25	2135.86	Tons
19F Cement	N/A	1331.51	Tons

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

## EXHIBIT "C"

### INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICE PROVIDERS LPA PROJECTS

#### Consultant agrees to:

- (1) Make a detailed review of its existing insurance coverage,
- (2) Compare that coverage to the expected scope of the work under this contract,
- (3) Obtain the insurance coverage that it deems necessary to fully protect Consultant from loss associated with the work. Also, Consultant shall have at a minimum the insurance described below:

#### General Liability –

Limits of at least:

\$ 1,000,000 Per Occurrence

\$ 2,000,000 General Aggregate

\$ 2,000,000 Completed Operations Aggregate (if applicable)

\$ 1,000,000 Personal/Advertising Injury

- Consultant shall be responsible for the payment of any deductibles.
- Coverage shall be provided by a standard form Commercial General Liability Policy covering bodily injury, property damage including loss of use, and personal injury.
- General Aggregate to apply on a Per Project Basis.
- The LPA shall be named as Additional Insured on a primary and non-contributory basis including completed operations (the completed work/product) for three (3) years after the work/product is complete.
- Consultant agrees to waive its rights of recovery against the LPA. Waiver of Subrogation in favor of the LPA shall be added to, or included in, the policy.
- Contractual liability coverage shall be on a broad form basis and shall not be amended by any limiting endorsements.
- If work is being done near a railroad track, the 50' railroad right of way exclusion must be deleted.
- In the event that this contract provides for consultant to construct, reconstruct or produce a completed product, products and completed operations coverage in the amount provided above shall be maintained for the duration of the work, and shall be further maintained for a minimum period of five years after final acceptance and payment.

- Policy shall not contain a total or absolute pollution exclusion. Coverage shall be provided for pollution exposures arising from products and completed operations (as per standard CG0001 Pollution Exclusion or equivalent). (If the standard pollution exclusion as provided by CG0001 has been amended, please refer to the following section entitled "Pollution Coverage.")
- **Pollution Coverage –**
- In the event that the standard pollution exclusion as provided by CG0001 has been amended, coverage may be substituted with a separate Pollution Liability policy or a Professional Liability policy that includes pollution coverage in the amount of \$1.0 million per occurrence or claim and \$1.0 million aggregate. If coverage is provided by a "claims made" form, coverage will be maintained for three years after project completion. Any applicable deductible is the responsibility of the Consultant.

**Automobile Liability –**

Limits of at least: \$ 1,000,000 CSL Per Accident

- Coverage shall apply to all Owned, Hired, and Non-Owned Autos.

**Workers' Compensation –**

Limits: Statutory coverage for the State where the project is located.

Employer's Liability limits: \$100,000 Each Accident

\$100,000 Disease – Per Person

\$500,000 Disease – Policy Limit

- Consultant agrees to waive its rights of recovery against the LPA. Waiver of Subrogation in favor of the LPA shall be added to, or included in, the policy

**Professional Liability –**

Limits of at least: \$ 1,000,000 Per Claim and Annual Aggregate

- Coverage shall be provided for three years after work/project completion.

**Electronic Data and Valuable Papers –**

Limits of at least: \$100,000 Electronic Data Processing Data and Media

\$25,000 Valuable Papers

**Umbrella/Excess –**

Limits of at least: \$1,000,000 Per Occurrence and Annual Aggregate

- Policy shall provide liability coverage in excess of the specified Employers Liability, Commercial General Liability and Auto Liability.
- The LPA, shall be an "Additional Insured".
- Consultant agrees to waive its rights of recovery against the LPA. Waiver of subrogation

in favor of the LPA shall be provided.

**Additional Requirements –**

- Any insurance policy shall be written by a reputable insurance company acceptable to the LPA or with a current Best's Insurance Guide Rating of A – and Class VII or better, and authorized to do business in Nebraska.
- Evidence of such insurance coverage in effect shall be provided to the LPA in the form of an Accord certificate of insurance executed by a licensed representative of the participating insurer(s).
- For so long as insurance coverage is required under this agreement, the Consultant shall have a duty to notify the LPA and the State of Nebraska Department of Roads (State) when the Consultant knows, or has reason to believe, that any insurance coverage required under this agreement will lapse, or may be canceled or terminated. The Consultant must forward any pertinent notice of cancellation or termination to the LPA and to the State by mail (return receipt requested), hand-delivery or facsimile transmission within 2 business days of receipt by Consultant of any such notice from an insurance carrier. Copies of notices received by the Consultant shall be sent to the LPA, in care of the LPA's Responsible Charge and to the State at the following address:  

Nebraska Department of Roads  
Construction Division – Insurance Section  
1500 Highway 2, P. O. Box 94759  
Lincoln, NE 68509-4759  
Facsimile No. 402-479-4854
- Failure of the owner or any other party to review, approve, and/or reject a certificate of insurance in whole or in part does not waive the requirements of this agreement.
- The Limits of Coverage's set forth in this document are suggested minimum limits of coverage. The suggested limits of coverage shall not be construed to be a limitation of the liability on the part of the consultant or any of its subconsultants/tier subconsultants. The carrying of insurance described shall in no way be interpreted as relieving the consultant, subconsultant, or tier subconsultant of any responsibility of liability under the contract.
- If there is a discrepancy of coverage between this document and any other insurance specification for this project, the greater limit or coverage requirement shall prevail.