

STATE - LPA
PROFESSIONAL SERVICES, LPA STAFF
CONSTRUCTION ENGINEERING SERVICES

CITY OF LINCOLN
NEBRASKA DEPARTMENT OF ROADS
PROJECT NO. LCLC-5247(13)
CONTROL NO. 13243
70TH STREET – VAN DORN TO EASTBOROUGH

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, BM1301, for the above named project executed by the LPA on June 13, 2013 and executed by the State on June 24, 2013, and

WHEREAS, the LPA's federal-aid project is designated as Project No. LCLC-5247(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 555 South 10th Street, Lincoln, Nebraska, 68508, 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-5247(13), Control No. 13243, 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 60 calendar days from the construction completion date stated on the DR Form 91 "Notification of Contract Completion", and the work must be invoiced within 105 calendar days of the construction completion date.

Any exception to this deadline will require prior approval from the State's Construction Division Project Coordinator. If justification is approved, a time extension will be granted. Any costs incurred by LPA after the completion deadline will not be eligible for federal funding reimbursement.

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

The LPA's fee proposal is set out on Exhibit "A", attached hereto and made a part of this agreement. 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 \$487,998.54, of which \$390,398.83 is the Federal share and \$97,599.71 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 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), 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 hereby execute this agreement pursuant to lawful authority as of the date signed by each party. Further, the Parties, by signing this agreement, attest and affirm the truth of each and every certification and representation set out herein.

EXECUTED by the Local Public Agency this ____ day of _____, 2015.

CITY OF LINCOLN
Chris Beutler

Mayor

STATE OF NEBRASKA)
)ss.
LANCASTER COUNTY)

Subscribed and sworn to before me this ____ day of _____, 2015.

Notary Public

EXECUTED by the State this ____ day of _____, 2015.

STATE OF NEBRASKA
DEPARTMENT OF ROADS
Claude Oie

Construction Engineer

AGRS-2A

**Exhibit A
SCOPE OF SERVICES**

**CONSTRUCTION ENGINEERING
for**

**Project Name: 70th Street – Van Dorn to Eastborough
Project Number: LCLC-5247(13)
Control Number: 13243
City Project 540028**

A. PROJECT DESCRIPTION

This scope provides for construction engineering services for 70th Street – Van Dorn to Eastborough in Lancaster County, Nebraska. The project consists of the following improvements: approximately 2.2 miles of concrete pavement repairs, replacement of a pedestrian crossing signal and curb ramp reconstruction. Construction would include repairing or removing and replacing deteriorated concrete panels, joints and curbs; sealing cracks; and removing and replacing damaged storm sewer inlet tops, curb ramps that do not meet Federal and local standards, and the existing pedestrian crossing signal near 70th Street and Lincolnshire Road. Grinding of the pavement to remove irregularities and to improve smoothness may be included with the project. Any manholes, utilities or inlets that are located within a repair area would be adjusted to grade as needed.

The City of Lincoln (LPA) shall perform construction phase services for this project and will represent itself in all matters related to construction engineering services for this project.

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 Department, 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. LPA SHALL PROVIDE

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

1. Project description
2. Electronic Construction Plan files including current aerial photographs with project alignment, existing and new rights-of way (ROW) and easements, and LOC, if available
3. Two copies of the Plans and Special Provisions
4. Roadside safety guidelines (Survey Crew Traffic Control Policy, see NDOR website)
5. Survey Field Books with control points and bench marks
6. NEPA Document

7. 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 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 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 44 scheduled progress meetings.
 - 2.4 Public Meeting - Schedule and conduct a Public Meeting with Contractor and Residents prior to the start of project.
 - 2.5 Assume 102 trips to the project site for meetings.
3. Traffic Control Plan. LPA shall review the traffic control plan for the project site submitted by the Contractor. 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 (Owner will use checklist 12-72 to audit and document the LPA's completion of this activity). Once the plans are completed, they are to be submitted to the Person of Responsible Charge (RC).
 - 3.1 Review and approve Traffic Control Plan (If Completed by Contractor) for conformance to the Contract's Special Provisions.
 - 3.2 Submit Plans to the RC for their records.
4. SWPPP Inspections/Manual Updates. A Stormwater Pollution Prevention Plan (SWPPP) was not required for this project.
5. Construction Survey/Staking. Construction Survey/Staking will be completed by the Contractor as a bid item.

6. Construction Consultation/Site Manager & Daily Work Report (DWR). LPA inspection personnel 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. No shim surveying is needed for this project.
8. Perform Bearing Calculations. No pile driving is required for this project.
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 Consultant.) 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 Consultant's environmental inspection personnel. Follow up surveys as may be required will be the responsibility of the Consultant. 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.
 - LPA shall review and approve shop drawing submittals.
 - 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.
- 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.

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 Calendar Days when they are generated at mid-week.

9.4 Assume **300** 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 Consultant 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:

(List of tests to be provided by NDOR)

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 **150** 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 LPA's 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 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 PM 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)

E. SCHEDULE

1. Notice to Proceed: May 29, 2015
2. The LPA shall provide a schedule of activities and deliverables upon award.

CONSTRUCTION ENGINEERING SERVICES

Staffing Plan

Project Name: 70th Street, Van Dorn to Eastborough
Project Number: LCLC-5247(13); City 540028
Control Number: 13243
Location (City, County): Lincoln, Lancaster County
Consultant Project Manager: _____
Phone/Email: _____
LPA Responsible Charge: Erika Nunes
Phone/Email: 402-326-1037; enunes@lincoln.ne.gov
NDOR Project Coordinator: Ernest Murillo
Phone/Email: 402-440-3472; ernest.murillo@nebraska.gov
Date: April 16, 2015

LPA:
City of Lincoln

Labor Costs:		Hours	Actual Rate*	Amount
Code	Classification Title			
PR	Principal	5	\$55.50	\$277.50
PM	Project Manager			
RC/ENG	RC / Engineer	465	\$39.05	\$18,158.25
CPM	Construction Project Manager	1152	\$31.08	\$35,804.16
LAB	Laboratory Personnel	466	\$28.46	\$13,262.36
TRA	Traffic Personnel	215	\$35.04	\$7,533.60
INSP 2	Inspector 2	1892	\$35.37	\$66,920.04
INSP 1	Inspector 1	1330	\$16.00	\$21,280.00
ADM	Administrative	24	\$24.04	\$576.96
TOTALS		5549		\$163,812.87

* 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** : 197.90% Fee for Profit Rate** : _____

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

CLASSIFICATIONS*:**

PR = Principal	LAB = Laboratory Personnel	ADM = Administrative
PM = Project Manager	TRA = Traffic Personnel	UD1 = User Defined 1
RC/ENG = RC / Engineer	INSP 2 = Inspector 2	UD2 = User Defined 2
CPM = Construction Project Manager	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

LPA's Estimate of Hours

Project Name: 70th Street, Van Dorn to Eastborough
Project Number: LCLC-5247(13); City 540028
Control Number: 13243
Location (City, County): Lincoln, Lancaster County
Consultant Project Manager:
Phone/Email:
LPA Responsible Charge: Erika Nunes
Phone/Email: 402-326-1037; enunes@lincoln.ne.gov
NDOR Project Coordinator: Ernest Munilo
Phone/Email: 402-440-3472; ernest.munilo@nebraska.gov
Date: April 16, 2015

LPA:
City of Lincoln

TASKS	PERSONNEL CLASSIFICATIONS**										Total
	PR	PM	RC/ENG	CPM	LAB	TRA	INSP 2	INSP 1	ADM		
For Construction Engineering Services:											
1. Project Management and Coordination											
1.1 Project Management			94	255					20		369
Subtotal			94	255					20		369
2. Meetings											
2.1 Construction Inspection Planning Meeting			2	2							4
2.2 Pre-Construction Meeting	2		4	2	2	2	2	2	2		18
2.3 Construction Progress Meetings			88	176		80					344
2.4 Public Meeting (If Required)	3		6	3		3			3	2	22
2.5 Trips to Site (Travel Time) for Meetings			102	255							357
Subtotal	5		204	438	2	86	2	6	4		745
3. Traffic Control Plan											
3.1 Prepare Traffic Control Plan											
3.2 Review/Approve Traffic Control Plan (If Completed by Contractor)						60					60
3.3 Submit Plans to the RC for their records											
Subtotal						60					60
4. SWPPP Inspections/Manual Updates											
4.1 Conduct Inspections											
4.2 Update SWPPP Manual and Temporary Erosion Control Plan											
4.3 Trips to Site (Travel Time) for SWPPP Inspections											
Subtotal											
5. Construction Survey/Staking											
5-1-5-10 Totals From Survey Staking Worksheet (enter hours in gray cells)											
5-14 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)			85	153		40	408	102			789
Subtotal			85	153		40	408	102			789
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						20	588	508			1,116
9.2 Measure, calculate, and document quantities of pay items							306	306			612
9.3 Maintain records/data and prepare the Weekly Report of WDs				102			102	51			255
9.4 Trips to Site (Travel Time) for Construction Inspection						10	306	306			622
Subtotal				102		30	1,302	1,171			2,606
10. Perform Material Sampling and Testing											
10.1 Collect, verify, document and deliver all samples to testing lab					248						248
10.2 Provide all required material certifications to the NDOR M & R Lab					55						55
10.3 Review and document all test results of all samples					55						55
10.4 Trips to Site (Travel Time) for Delivery and Collecting Samples					98						98
Subtotal					456						456
11. As-Built Drawings											
11.1 Prepare As-Built Drawings			12	24			80	40			156
Subtotal			12	24			80	40			156
12. Final Inspections											
12.1 Walkthrough of Site and Preparation of Punch List			8	20			16	8			52
12.2 Review Project to verify that Punch List has been completed			2	40			24	4			70
Subtotal			10	60			40	12			122
13. Project Closeout											
13.1 Project Closeout			60	120	8		60				248
Subtotal			60	120	8		60				248
14. Other											
14.1 Other											
14.2 Other											
Subtotal											
Total Hours	5		465	1,152	486	216	1,892	1,330	24		5,549
Total Days (8 hrs)	0.6		58.1	144.0	60.8	26.9	236.5	166.3	3.0		693.6
Total Travel Time			102	255	98	10	306	306			1077
Total Hours minus Travel Time	5		363	897	388	206	1586	1024	24		4472

CONSTRUCTION ENGINEERING SERVICES

Cost by Task

Project Name: 70th Street, Van Dorn to Eastborough
 Project Number: LCLC-5247(13); City 540028
 Control Number: 13243
 Location (City, County): Lincoln, Lancaster County
 Consultant Project Manager: _____
 Phone/Email: _____
 LPA Responsible Charge: Erika Nunes
 Phone/Email: 402-326-1037; enunes@lincoln.ne.gov
 NDOR Project Coordinator: Ernest Murillo
 Phone/Email: 402-440-3472; ernest.murillo@nebraska.gov
 Date: April 16, 2015

LPA:
City of Lincoln

Tasks	Total Hours	Direct Labor Cost	Overhead 197.90%	Fee for Profit	Total Project Cost
For Construction Engineering Services:					
1. Project Management and Coordination	369	\$12,076.90	\$23,900.19		\$35,977.09
2. Meetings	745	\$25,138.96	\$49,750.00		\$74,888.96
3. Traffic Control Plan	60	\$2,102.40	\$4,160.65		\$6,263.05
4. SWPPP Inspections/Manual Updates					
5. Construction Survey/Staking					
6. Construction Consultation/Site Manager & Daily Work Report (DWR)	788	\$25,539.05	\$50,541.78		\$76,080.83
7. Girder Shim Surveying (Bridge Projects Only)					
8. Perform Bearing Calculations					
9. Construction Inspection	2,605	\$69,009.10	\$136,569.01		\$205,578.11
10. Perform Material Sampling and Testing	456	\$12,977.76	\$25,682.99		\$38,660.75
11. As-Built Drawings	156	\$4,694.12	\$9,266.87		\$13,961.00
12. Final Inspections	122	\$3,862.10	\$7,643.10		\$11,505.20
13. Project Closeout	248	\$8,422.48	\$16,668.09		\$25,090.57
14. Other					
Direct Expenses					
TOTAL	5549	\$163,612.87	\$324,186.68		\$487,799.55

CONSTRUCTION ENGINEERING SERVICES

Project Cost

Project Name: **70th Street, Van Dorn to Eastborough**
 Project Number: **LCLC-5247(13); City 540028**
 Control Number: **13243**
 Location (City, County): **Lincoln, Lancaster County**
 Consultant Project Manager: _____
 Phone/Email: _____
 LPA Responsible Charge: **Erika Nunes**
 Phone/Email: **402-326-1037; enunes@lincoln.ne.gov**
 NDOR Project Coordinator: **Ernest Murilo**
 Phone/Email: **402-440-3472; ernest.murilo@nebraska.gov**
 Date: **April 16, 2015**

LPA:
City of Lincoln

Labor Costs:			
Personnel Classification	Hours	Rate	Amount
Principal	5	\$55.50	\$277.50
Project Manager			
RC / Engineer	485	\$39.05	\$18,158.25
Construction Project Manager	1152	\$31.08	\$35,804.16
Laboratory Personnel	486	\$28.46	\$13,822.36
Traffic Personnel	215	\$35.04	\$7,533.60
Inspector 2	1892	\$35.37	\$66,920.04
Inspector 1	1330	\$16.00	\$21,280.00
Administrative	24	\$24.04	\$576.96
TOTAL	5549		\$163,812.87

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		\$163,812.87
Overhead @ 197.90%		\$324,185.87
Total Labor Costs		\$487,998.54
Fixed Fee @		
Direct Expenses		
PROJECT COST		\$487,998.54

Signature of Responsible Charge

Date

State of Nebraska Department of Roads
Required Document List

Contract ID 1243Y
Control Number 13243 000
Project Number LCLC-5247(13)
Location 70th ST, VAN DORN - EASTBOROUGH, LINCOLN
Type of Work SPEC ELEC
Letting Date 4/16/2015
SG Version January 1, 2015

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

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
MA	M&R Approval
SG	Material Sampling Guide
SR	Shipping Report

Group	Line Item	Item Code	Description	Quantity	Unit	Acceptance Method	Reference Book	M&R Contact	
GROUP 8	SI0001	0002.53	RAISED PAVEMENT MARKER	27.000	EACH	APL	SG 23	DONDLINGER	
	0002	0002.85	TUBULAR POST	1.000	EACH	APL	SG 23	KAREL	
	0003	0002.88	GROUND SLEEVE	9.000	EACH	COT	SP-112	KAREL	
	0004	0030.80	MOBILIZATION	1.000	LS				
	0005	1101.00	REMOVE PAVEMENT	653.000	SY				
	0006	1101.25	SAWING PAVEMENT	2587.000	LF				
	0007	1107.00	REMOVE WALK	1332.000	SY				
	0008	1122.01	REMOVE CONCRETE MEDIAN SURFACING	223.000	SY				
	0009	3008.20	CROSS STITCHING	611.000	EACH				
							APL	SG 15, 20	KRASON
				Epoxy Resin Bonding System-Grade 3			TOS/COT	SG 15, 16	KAREL
				Reinforcing Steel - Field Sample			TOS/COT	SG 15, 16	KAREL
				Reinforcing Steel (pretested)					
	0010	3010.42	CONCRETE CURB REPAIR	293.000	LF				
				Class B Aggregate			TOS	SG 15, 16	MACKE
				Class E Aggregate			TOS	SG 15, 16	MACKE
				Interground/Blended Cement			TOS	SG 14, 29	KRASON
				Portland Cement Concrete			TOS	SG 15, 16	KRASON
				White Pigmented Cure Compound-Field Use			APL	SG 15, 16	KRASON
	0011	3016.21	CONCRETE CLASS 47B-3000 SIDEWALKS	46.000	SY				
			Class R Aggregate			TOS	SG-16	MACKE	
			Interground/Blended Cement			TOS	SG 14, 29	KRASON	
			Portland Cement Concrete			TOS	SG 15, 16	KRASON	
			Prof Expansion Jt Filler-			APL	SG 15	KRASON	
			White Pigmented Cure Compound-Field Use			APL	SG 15, 16	KRASON	
0012	3016.23	6" CONCRETE CLASS 47B-3000 SIDEWALKS	1265.000	SY					
			Class R Aggregate			TOS	SG-16	MACKE	
			Interground/Blended Cement			TOS	SG 14, 29	KRASON	
			Portland Cement Concrete			TOS	SG 15, 16	KRASON	
			Prof. Expansion Jt Filler			APL	SG 15	KRASON	
			White Pigmented Cure Compound-Field Use			APL	SG 15, 16	KRASON	
0013	3016.39	DETECTABLE WARNING PANEL	1166.000	SF		APL	SG-25	KAREL	
0014	3017.07	TACK-ON CONCRETE CLASS 47B-3500 MEDIAN	158.000	LS		TOS	SG-16	KRASON	
0015	3017.28	CONCRETE CLASS 47B-3500 MEDIAN SURFACING	53.000	SY		TOS	SG-16	KRASON	
0016	3039.11	CONCRETE PAVEMENT REPAIR, TYPE A, FULL DEPTH	84.960	CY					
			Class B Aggregate			TOS	SG 15, 16	MACKE	
			Class E Aggregate			TOS	SG 15, 16	MACKE	
			Epoxy Resin Bonding System-Grade 3			APL	SG 15, 20	KRASON	
			Hot Poured Joint Sealant -Field Use			APL	SG 15, 20	BYRE	
			Non-Shrink Grout			APL	SG 20, 21	KRASON	
			Portland Cement Concrete			TOS	SG 15, 16	KRASON	
			White Pigmented Cure Compound-Field Use			APL	SG 15, 16	KRASON	
			Portland Cement Non-Blended- I, I/II, III			MC	SG 14, 29	KRASON	
			Reinforcing Steel - Field Sample			TOS/COT	SG 15, 16	KAREL	
			Reinforcing Steel-(pretested)			TOS/COT	SG 15, 16	KAREL	
0017	3039.12	CONCRETE PAVEMENT REPAIR, TYPE B, FULL DEPTH	127.610	CY					
			Class B Aggregate			TOS	SG 15, 16	MACKE	
			Class E Aggregate			TOS	SG 15, 16	MACKE	
			Epoxy Resin Bonding System-Grade 3			APL	SG 15, 20	KRASON	
			Hot Poured Joint Sealant -Field Use			APL	SG 15, 20	BYRE	
			Non-Shrink Grout			APL	SG 20, 21	KRASON	
			Portland Cement Concrete			TOS	SG 15, 16	KRASON	
			White Pigmented Cure Compound-Field Use			APL	SG 15, 16	KRASON	
			Reinforcing Steel - Field Sample			TOS/COT	SG 15, 16	KAREL	
			Reinforcing Steel-(pretested)			TOS/COT	SG 15, 16	KAREL	
0018	3039.13	CONCRETE PAVEMENT REPAIR, TYPE C, FULL DEPTH	2160.460	CY					
			Class B Aggregate			TOS	SG 15, 16	MACKE	
			Class E Aggregate			TOS	SG 15, 16	MACKE	
			Epoxy Resin Bonding System-Grade 3			APL	SG 15, 20	KRASON	
			Hot Poured Joint Sealant -Field Use			APL	SG 15, 20	BYRE	
			Non-Shrink Grout			APL	SG 20, 21	KRASON	
			Portland Cement Concrete			TOS	SG 15, 16	KRASON	
			White Pigmented Cure Compound-Field Use			APL	SG 15, 16	KRASON	
			Reinforcing Steel - Field Sample			TOS/COT	SG 15, 16	KAREL	
			Reinforcing Steel-(pretested)			TOS/COT	SG 15, 16	KAREL	
0019	3039.14	CONCRETE PAVEMENT REPAIR, TYPE A, PARTIAL DEPTH-6.550		CY					
			Class B Aggregate			TOS	SG 15, 16	MACKE	
			Class E Aggregate			TOS	SG 15, 16	MACKE	
			Hot Poured Joint Sealant -Field Use			APL	SG 15, 20	BYRE	
			Portland Cement Concrete			TOS	SG 15, 16	KRASON	
			White Pigmented Cure Compound-Field Use			APL	SG 15, 16	KRASON	
			Epoxy Resin Bonding System-Grade 2			APL	SG 15, 20	KRASON	

State of Nebraska Department of Roads
Required Document List

Contract ID 1243Y
Control Number 13243 000
Project Number LCLC-5247(13)
Location 70th ST, VAN DORN - EASTBOROUGH, LINCOLN
Type of Work SPEC ELEC
Letting Date 4/16/2015
SG Version January 1, 2015

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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
MA	M&R Approval
SG	Material Sampling Guide
SR	Shipping Report

Group	Line Item	Item Code	Description	Quantity	Unit	Acceptance Method	Reference Book	M&R Contact
	0020	3039.15	CONCRETE PAVEMENT REPAIR, TYPE B, PARTIAL DEPTH 4.040		CY			
			Class B Aggregate			TOS	SG 15, 16	MACKE
			Class E Aggregate			TOS	SG 15, 16	MACKE
			Hot Poured Joint Sealant -Field Use x			APL	SG 15, 20	BYRE
			Portland Cement Concrete			TOS	SG 15, 16	KRASON
			White Pigmented Cure Compound-Field Usex			APL	SG 15, 16	KRASON
			Epoxy Resin Bonding System-Grade 2 x			APL	SG 15, 20	KRASON
	0021	3039.30	CONCRETE PAVEMENT REPAIR, TYPE A, FULL DEPTH, CI 10.090		CY	TOS	SG-15	KRASON
	0022	3039.31	CONCRETE PAVEMENT REPAIR, TYPE B, FULL DEPTH, CI 1.560		CY	TOS	SG-15	KRASON
	0023	3039.32	CONCRETE PAVEMENT REPAIR, TYPE C, FULL DEPTH, CI 146.670		CY	TOS	SG-15	KRASON
	0024	3039.33	CONCRETE PAVEMENT REPAIR, TYPE A, FULL DEPTH, CI 2.590		CY	TOS	SG-15	KRASON
	0025	3039.34	CONCRETE PAVEMENT REPAIR, TYPE B, FULL DEPTH, CI 13.440		CY	TOS	SG-15	KRASON
	0026	3039.35	CONCRETE PAVEMENT REPAIR, TYPE C, FULL DEPTH, CI 406.790		CY	TOS	SG-15	KRASON
	0027	3075.32	8" CONCRETE PAVEMENT, CLASS 47B-3500 268.000		SY	TOS	SG-15	KRASON
			Class R Aggregate			TOS	SG-15	MACKE
			Epoxy Resin Bonding System-Grade 3 x			APL	SG 15, 20	KRASON
			Hardened Concrete			TOS	SG-15	WEIGEL
			Hot Poured Joint Sealant -Field Use x			APL	SG 15, 20	BYRE
			Interground/Blended Cement			TOS	SG 14, 29	KRASON
			Portland Cement Concrete			TOS	SG 15, 16	KRASON
			Reinforcing Steel - Field Sample			TOS/COT	SG 15, 16	KAREL
			Reinforcing Steel-(pretested) x			TOS/COT	SG 15, 16	KAREL
			White Pigmented Cure Compound-Field Usex			APL	SG 15, 16	KRASON
	0028	3091.18	8" CONCRETE PAVEMENT CLASS 47B-HE-3500 564.000		SY			
			Class B Aggregate			TOS	SG 15, 16	MACKE
			Class E Aggregate			TOS	SG 15, 16	MACKE
			Epoxy Resin Bonding System-Grade 3 x			APL	SG 15, 20	KRASON
			Hot Poured Joint Sealant -Field Use x			APL	SG 15, 20	BYRE
			Interground/Blended Cement			TOS	SG 14, 29	KRASON
			Portland Cement Concrete			TOS	SG 15, 16	KRASON
			Reinforcing Steel - Field Sample			TOS	SG 15, 16	KAREL
			Reinforcing Steel-(pretested) x			MA	SG 15, 16	KAREL
			White Pigmented Cure Compound-Field Usex			APL	SG 15, 16	KRASON
	0029	3205.00	CONCRETE PAVEMENT JOINT REPAIR 221.060		CY			
			Class B Aggregate			TOS	SG 15, 16	MACKE
			Class E Aggregate			TOS	SG 15, 16	MACKE
			Epoxy Resin Bonding System-Grade 3 x			APL	SG 15, 20	KRASON
			Hot Poured Joint Sealant -Field Use x			APL	SG 15, 20	BYRE
			Non-Shrink Grout x			APL	SG 20, 21	KRASON
			Portland Cement Concrete			TOS	SG 15, 16	KRASON
			White Pigmented Cure Compound-Field Usex			APL	SG 15, 16	KRASON
			Reinforcing Steel -Field Sample			TOS/COT	SG 15, 16	KAREL
			Reinforcing Steel-(pretested) x			TOS/COT	SG 15, 16	KAREL
	0030	3210.10	DIAMOND GRINDING AND TEXTURING CONCRETE PAVEMENT 56818.000		SY			
	0031	3211.25	SEALING CRACKS 4670.000		LF			
			Hot Poured Joint Sealant -Field Use x			APL	SG 15, 20	BYRE
	0032	3211.30	SEALING JOINTS 67845.000		LF			
			Hot Poured Joint Sealant -Field Use x			APL	SG 15, 20	BYRE
	0033	3300.50	PORTLAND CEMENT CONCRETE SMOOTHNESS TESTING-PCC 1.000		LS			
			Pavement Smoothness Testing-PCC			TOS		WEIGEL
	0034	4012.80	RECONSTRUCT CURB INLET 19.000		EACH	TOS	SG-16	KRASON
	0035	4015.00	ADJUST MANHOLE TO GRADE 38.000		EACH			
			Class R Aggregate			TOS	SG-16	MACKE
			Portland Cement Concrete			TOS	SG 15, 16	KRASON
	0036	4900.25	CURB INLET SEDIMENT FILTER 69.000		EACH			
			Curb Inlet Sediment Filter x			APL	SP-201	DONDLINGER
	0037	5899.49	PIPE RAILING 27.000		LF	COC	SP-114	KAREL
	0038	7390.02	RELOCATE SIGN 9.000		EACH			
	0039	7500.44	LEFT ARROW, PREFORMED PAVEMENT MARKING, TYPE IV x 9.000		EACH			
			Preformed Pavement Marking, Type IV x			APL	SG 23	DONDLINGER
	0040	7515.04	4" WHITE POLYUREA PAVEMENT MARKING, GROOVED 16772.000		LF			
			Glass Beads-Thermo and Polyurea			COC	SG 23	DONDLINGER
			Polyurea Pavement Marking			APL	SG-23	DONDLINGER
	0041	7515.12	12" WHITE POLYUREA PAVEMENT MARKING, GROOVE 153.000		LF			
			Glass Beads-Thermo and Polyurea			COC	SG 23	DONDLINGER
			Polyurea Pavement Marking			APL	SG-23	DONDLINGER
	0042	7515.24	24" WHITE POLYUREA PAVEMENT MARKING, GROOVE 2930.000		LF			
			Glass Beads-Thermo and Polyurea			COC	SG 23	DONDLINGER
			Polyurea Pavement Marking			APL	SG-23	DONDLINGER
	0043	7516.04	4" YELLOW POLYUREA PAVEMENT MARKING, GROOVE 5514.000		LF			
			Glass Beads-Thermo and Polyurea			COC	SG 23	DONDLINGER

State of Nebraska Department of Roads
Required Document List

Contract ID 1243Y
Control Number 13243 000
Project Number LCLC-5247(13)
Location 70th ST, VAN DORN - EASTBOROUGH, LINCOLN
Type of Work SPEC ELEC
Letting Date 4/16/2015
SG Version January 1, 2015

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MC	Manufacturer Certification
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Group	Line Item	Item Code	Description	Quantity	Unit	Acceptance Method	Reference Book	M&R Contact
	0044	8028.01	Polyurea Pavement Marking FOUNDATION COURSE REPLACEMENT Class B Aggregate Class E Aggregate Portland Cement Concrete	300.000	CY	APL	SG-23	DONDLINGER
	0045	9111.00	WATER	3.000	MGAL	TOS	SG 15, 16	MACKE
	0046	9173.20	SUBGRADE PREPARATION Soil Density-Subgrade Preparation	832.000	SY	TOS	SG 15, 16	MACKE
	0047	L004.15	HYDRO-SEEDING	1171.000	SY	TOS	SG 10, 11	CHURCHWELL
	0048	L006.00	COVER CROP SEEDING	0.500	ACRE			
	0049	W200.18	MONUMENT FRAME AND COVER Monument Frame & Cover	3.000	EACH	COC	SG 25	KAREL
	0050	W600.03	ADJUST VALVE BOX TO GRADE	33.000	EACH			
GROUP 8B	0051	0030.81	MOBILIZATION	1.000	LS			
	0052	1116.02	REMOVE CABLE	4298.000	LF			
	0053	A001.04	PULL BOX, TYPE PB SPECIAL Pull Box	1.000	EACH	APL	SG-21	KAREL
	0054	A001.12	PULL BOX, TYPE PB-5 Pull Box	1.000	EACH	APL	SG-21	KAREL
	0055	A001.16	PULL BOX, TYPE PB-6 Pull Box	12.000	EACH	APL	SG-21	KAREL
	0056	A001.35	PULL BOX, TYPE FOR-27	3.000	EACH	PMV	SG-21	KAREL
	0057	A003.10	TRAFFIC SIGNAL, TYPE TS-1 T31	4.000	EACH	PMV	SG-21	KAREL
	0058	A003.20	TRAFFIC SIGNAL, TYPE TS-1A T31	2.000	EACH	PMV	SG-21	KAREL
	0059	A006.14	PEDESTRIAN SIGNAL, TYPE PS-1 T-19 Countdown Pedestrian Signal Pedestrian Signal	2.000	EACH	APL	SG 21	KAREL
	0060	A006.70	PEDESTRIAN PUSHBUTTON, TYPE PPB	2.000	EACH	PMV	SG 21	KAREL
	0061	A007.02	VEHICLE DETECTOR, TYPE 2	11.000	EACH	TOS	SG 21	KAREL
	0062	A007.04	VEHICLE DETECTOR, TYPE 2 UC Vehicle Detector Cable Vehicle Detector Loop Sealants	7.000	EACH	TOS	SG 21	KAREL
	0063	A007.05	VEHICLE DETECTOR, TYPE 3 Vehicle Detector Cable Vehicle Detector Loop Sealants	6.000	EACH	APL	SG 21	KAREL
	0064	A007.20	VEHICLE DETECTOR, 4 TURNS UNDER COVER Vehicle Detector Cable Vehicle Detector Loop Sealants	1.000	EACH	TOS	SG 21	KAREL
	0065	A010.54	LUMINAIRE	1.000	EACH	APL	SG 21	KAREL
	0066	A011.21	COMBINATION MAST ARM SIGNAL AND LIGHTING POL Anchor Bolts	1.000	EACH	PMV	SG 21	KAREL
	0067	A016.39	MAST ARM SIGNAL POLE MA1-32 Class R Aggregate Non-Shrink Grout Portland Cement Concrete Ground Rod Anchor Bolts for SLU & Combination Pole Combination MastArm Signal/Lighting Pole	1.000	EACH	TOS	SG-16	MACKE
	0068	A065.46	1/2-INCH CONDUIT IN TRENCH Buy America Cert-Producer/Supplier Electrical Conduit	64.000	LF	APL	SG 20, 21	KRASON
	0069	A070.13	2-INCH CONDUIT IN TRENCH Buy America Cert-Producer/Supplier Electrical Conduit	68.000	LF	TOS	SG 15, 16	KRASON
	0070	A070.22	4-INCH CONDUIT IN TRENCH Electrical Conduit	14.000	LF	TOS	SG 21	KAREL
	0071	A074.14	2-INCH CONDUIT, JACKED Buy America Cert-Producer/Supplier Electrical Conduit	83.000	LF	APL	SG 21	KAREL
	0072	A077.13	3/C #14 AWG TRAFFIC SIGNAL CABLE 3/C #14 AWG Traffic Signal Cable	1510.000	LF	MC	NSS106	KAREL
	0073	A077.22	12/C #14 AWG TRAFFIC SIGNAL CABLE 12/C #14 AWG Traffic Signal Cable	131.000	LF	APL	SG 21	KAREL
	0074	A079.55	SERVICE CABLE NO. 6	428.000	LF	TOS	SG 21	KAREL
	0075	A079.91	#8 CIRCUIT GROUND CABLE	1440.000	LF	TOS	SG-21	KAREL
	0076	A080.24	STREET LIGHTING CABLE, NO. 6 USE	490.000	LF	TOS	SG 21	KAREL
	0077	A449.00	ADJUST PULL BOX TO GRADE	8.000	EACH			
	0078	A611.10	REMOVE PEDESTRIAN SIGNAL	1.000	EACH			
	0079	A630.20	REMOVE PULL BOX	15.000	EACH			
	0080	A710.11	RELOCATE PEDESTRIAN PUSHBUTTON	4.000	EACH			
	0081	A819.00	TRAFFIC SIGNAL CABINET	1.000	EACH			
GROUP 10	0082	0001.08	BARRICADE, TYPE II Barricade Warning Lights Type C	53022.000	BDAY	APL	SG 23	KAREL

State of Nebraska Department of Roads
Required Document List

Contract ID 1243Y
Control Number 13243 000
Project Number LCLC-5247(13)
Location 70th ST, VAN DORN - EASTBOROUGH, LINCOLN
Type of Work SPEC ELEC
Letting Date 4/16/2015
SG Version January 1, 2015

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Group	Line Item	Item Code	Description	Quantity	Unit	Acceptance Method	Reference Book	M&R Contact
			Reflective Sheeting x			TOS	SG 23	DONDLINGER
	0083	0001.10	BARRICADE, TYPE III	5286.000	B DAY			
			Barricade Warning Lights Type A x			APL	SG 23	KAREL
			Reflective Sheeting x			TOS	SG 23	DONDLINGER
	0084	0001.75	TEMPORARY SIGN DAY	204.000	EACH			
	0085	0001.90	SIGN DAY	9762.000	EACH			
	0086	0001.99	CONTRACTOR FURNISHED SIGN DAY	16036.000	EACH			
	0087	0002.44	TEMPORARY PAVEMENT MARKING, TYPE PAINT	22888.000	LF			
	0088	0002.85	TUBULAR POST	50.000	EACH	APL	SG 23	KAREL
	0089	0002.97	FLASHING ARROW PANEL	504.000	DAY			
	0090	0003.06	CHANGEABLE MESSAGE SIGN	198.000	DAY			
	0091	0003.10	FLAGGING	122.000	DAY			
	0092	0020.00	TRAINING	1000.000	HOUR			
	0093	0030.00	MOBILIZATION	1.000	LS			
	0094	1017.50	CONSTRUCTION STAKING AND SURVEYING	1.000	LS			
	0095	9110.01	RENTAL OF LOADER, FULLY OPERATED	20.000	HOUR			
	0096	9110.03	RENTAL OF DUMP TRUCK, FULLY OPERATED	20.000	HOUR			
	0097	9110.07	RENTAL OF SKID LOADER, FULLY OPERATED	20.000	HOUR			
	0098	L860.50	ENVIRONMENTAL COMMITMENTS - CONTRACTOR CO	1.000	LS			
			BUY AMERICA CERTIFICATION (PRIME CONTRACTOR)			CC	SP-71	KAREL

Contract ID 1243Y
Contract Number 13243_000
Project Number LC-C-242(13)
Location 70th ST, VAN DORN - EASTBROUGH, LINCOLN
Type of Work SPEC ELEC
Testing Date 4/16/2015
MSG Version January 1, 2015

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 Material's Sampling Guide for those items and for frequency of materials that need to be submitted to NDR for verification testing.

EXHIBIT "A"

Group	Line Item	Item Code	Description	Quantity	Unit	Test Description	Number of Tests	Comments	Guidance
GROUP B SPECIALTY	0009	3008.20	GROSS STITCHING	611,000	EACH				
	0010	3010.42	Reinforcing Steel - Field Sample	293,000	LF	Sample for Quality	1	2-6' samples unless from approved stock	SG 15, 16 KAREL
	Assume		Reinforcing Steel - Field Sample						
	0011	3016.21	White Pigmented Cure Compound-Field Use	46,000	SY	Sample for Quality	1	Sample required if from a non-approved stock	SG 15, 16 KRASSON
	Assume		White Pigmented Cure Compound-Field Use						
	0012	3016.23	White Pigmented Cure Compound-Field Use	1265,000	SY	Sample for Quality	1	Sample required if from a non-approved stock	SG 15, 16 KRASSON
	Assume		White Pigmented Cure Compound-Field Use						
	0016	3039.11	White Pigmented Cure Compound-Field Use	84,980	CR	Sample for Quality	1	Sample required if from a non-approved stock	SG 14, 29 KRASSON SG 15, 16 KRASSON SG 15, 16 KRASSON
	Assume		White Pigmented Cure Compound-Field Use						
	0017	3039.12	White Pigmented Cure Compound-Field Use	127,600	CR	Sample for Quality	1	Sample required if from a non-approved stock	SG 15, 16 KRASSON SG 15, 20 BRYE SG 15, 16 KAREL
Assume		White Pigmented Cure Compound-Field Use							
0018	3039.13	White Pigmented Cure Compound-Field Use	2160,460	CR	Sample for Quality	1	Sample required if from a non-approved stock	SG 15, 16 KRASSON SG 15, 20 BRYE SG 15, 16 KAREL	
Assume		White Pigmented Cure Compound-Field Use							
0019	3039.14	White Pigmented Cure Compound-Field Use	6,350	CR	Sample for Quality	1	Sample required if from a non-approved stock	SG 15, 16 KRASSON SG 15, 20 BRYE SG 15, 16 KAREL	
Assume		White Pigmented Cure Compound-Field Use							
0020	3039.15	White Pigmented Cure Compound-Field Use	4,240	CR	Sample for Quality	1	Sample required if from a non-approved stock	SG 15, 16 KRASSON SG 15, 20 BRYE SG 15, 16 KAREL	
Assume		White Pigmented Cure Compound-Field Use							
0021	3039.20	White Pigmented Cure Compound-Field Use	10,090	CR	Sample for Quality	1	Sample required if from a non-approved stock	SG 15, 16 KRASSON SG 15, 20 BRYE SG 15, 16 KAREL	
Assume		White Pigmented Cure Compound-Field Use							

State of Nebraska Department of Roads
Material Sampling and Testing Summary

Contract ID 1243Y
Contract Number 13243 000
Project Number LC-C32E(13)
Location 70th St, VAN DORN - EASTBOROUGH, LINCOLN
Type of Work SPEC BLEC
Testing Date 4/16/2015
MSG Version January 1, 2015

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

EXHIBIT "A"

Group	Item Item	Item Code	Description	Quantity	Unit	Test Description	Number of Tests	Comments	Guidance
0022	0022	3079.31	CONCRETE PAVEMENT REPAIR, TYPE B, FULL DEPTH, CLASS FH-3500 CONCRETE Assume Maturity Method is used for acceptance	1350	CV	Maturity Curve Test	unknown		
		3079.32	White Pigmented Cure Compound-Field Use Hot Poured Joint Sealant-Field Use R Reinforcing Steel - Field Sample CONCRETE PAVEMENT REPAIR, TYPE C, FULL DEPTH, CLASS FH-3500 CONCRETE Assume Maturity Method is used for acceptance	146,670	CV	Sample for Quality Sample for Quality Sample for Quality Maturity Curve Test	1 1 1 unknown	Sample required if from a non-approved stock One sample per lot unless shipped from tested and approved stock 2-6 samples unless from approved stock	SG 15, 16 BRACON SG 15, 20 BYRE SG 15, 16 KAREL
0024	0024	3079.33	CONCRETE PAVEMENT REPAIR, TYPE A, FULL DEPTH, CLASS 47B-HE-3 500 CONCRETE Assume Maturity Method is used for acceptance	2,590	CV	Sample for Quality Sample for Quality Sample for Quality Maturity Curve Test	1 1 1 unknown	Sample required if from a non-approved stock One sample per lot unless shipped from tested and approved stock 2-6 samples unless from approved stock	SG 15, 16 BRACON SG 15, 20 BYRE SG 15, 16 KAREL
		3079.34	White Pigmented Cure Compound-Field Use Hot Poured Joint Sealant-Field Use R Reinforcing Steel - Field Sample CONCRETE PAVEMENT REPAIR, TYPE B, FULL DEPTH, CLASS 47B-HE-3 500 CONCRETE Assume Maturity Method is used for acceptance	13,440	CV	Sample for Quality Sample for Quality Sample for Quality Maturity Curve Test	1 1 1 unknown	Sample required if from a non-approved stock One sample per lot unless shipped from tested and approved stock 2-6 samples unless from approved stock	SG 15, 16 BRACON SG 15, 20 BYRE SG 15, 16 KAREL
0026	0026	3079.35	CONCRETE PAVEMENT REPAIR, TYPE C, FULL DEPTH, CLASS 47B-HE-3 500 CONCRETE Assume Maturity Method is used for acceptance	406,790	CV	Sample for Quality Sample for Quality Sample for Quality Maturity Curve Test	1 1 1 unknown	Sample required if from a non-approved stock One sample per lot unless shipped from tested and approved stock 2-6 samples unless from approved stock	SG 15, 16 BRACON SG 15, 20 BYRE SG 15, 16 KAREL
		3079.32	White Pigmented Cure Compound-Field Use Hot Poured Joint Sealant-Field Use R Reinforcing Steel - Field Sample 8" CONCRETE PAVEMENT, CLASS 47B-3500 Assume Maturity Method is used for acceptance	268,800	CV	Sample for Quality Sample for Quality Sample for Quality Maturity Curve Test	1 1 1 unknown	Sample required if from a non-approved stock One sample per lot unless shipped from tested and approved stock 2-6 samples unless from approved stock	SG 15, 16 BRACON SG 15, 20 BYRE SG 15, 16 KAREL
0028	0028	3091.18	CONCRETE PAVEMENT REPAIR, TYPE C, FULL DEPTH, CLASS 47B-HE-3 500 CONCRETE Assume Maturity Method is used for acceptance	564,000	CV	Sample for Quality Sample for Quality Sample for Quality Maturity Curve Test	1 1 1 unknown	Sample required if from a non-approved stock One sample per lot unless shipped from tested and approved stock 2-6 samples unless from approved stock	SG 15, 16 BRACON SG 15, 20 BYRE SG 15, 16 KAREL
		3205.00	White Pigmented Cure Compound-Field Use Hot Poured Joint Sealant-Field Use R Reinforcing Steel - Field Sample CONCRETE PAVEMENT JOINT REPAIR Assume Maturity Method is used for acceptance	221,000	CV	Sample for Quality Sample for Quality Sample for Quality Maturity Curve Test	1 1 1 unknown	Sample required if from a non-approved stock One sample per lot unless shipped from tested and approved stock 2-6 samples unless from approved stock	SG 15, 16 BRACON SG 15, 20 BYRE SG 15, 16 KAREL

State of Nebraska Department of Roads
Material Sampling and Testing Summary

Contact ID 13457
Contract Number 1305-000
Project Number 6045-00013
Type of Work ASPR CLC/E
Testing Date 4/16/2015
MSS Version January 1, 2015

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EXHIBIT "A"

Group	Item Code	Description	Quantity	Unit	Test Description	Number of Tests	Comments	Guidance
0033	3800.50	Hot Poured Joint Sealant - Field Use #	1,000	LS	Sample for Quality	1	One sample per lot unless shipped from heated and approved stock	SG 15.20 BPRE
0034	4032.80	PORTLAND CEMENT CONCRETE SMOOTHNESS TESTING Pavement Smoothness Testing-PCC	15,000	EACH	Field Testing	1	2-6' samples unless from approved stock Contractor will perform testing and provide to MDR for evaluation	SG 15.16 KAREL
0035	4035.00	Reinforcing Steel - Field Sample ADJUST MANHOLE TO GRADE	38,000	EACH	Sample for Quality	1	2-6' samples unless from approved stock	SG 15.16 KAREL
0044	4024.01	FOUNDATION COURSE REPLACEMENT	300,000	CY	Maturity Curve Test	unknown		
0046	9173.20	SUBGRADE PREPARATION Soil Density - Subgrade	832,000	SY	Lab Standard Proctor Test Field Density Test Field Moisture Test	1	In-place moisture-density tests for each 1500SY or less, depending on soil type or as needed as indicated by changes in soil material.	SP-10 CHUCKWELL
0062	4007.04	VEHICLE DETECTOR, TYPE 2 UC	7,000	EACH	1 - 4' sample for each cable type per lot.	1	If requested by the Materials and Research Division a manufacturer's certified test report may also be required.	SG 21 KAREL
0063	4007.05	VEHICLE DETECTOR, TYPE 3	6,000	EACH	1 - 4' sample for each cable type per lot.	1	If requested by the Materials and Research Division a manufacturer's certified test report may also be required.	SG 21 KAREL
0064	4007.20	VEHICLE DETECTOR, 4 TURNS UNDER COVER	1,000	EACH	1 - 4' sample for each cable type per lot.	1	If requested by the Materials and Research Division a manufacturer's certified test report may also be required.	SG 21 KAREL
0067	4006.39	ELECTRICAL CABLE MAYG ARM SIGNAL POLE MAA1-32	1,000	EACH	1 - 4' sample for each lot or batch.	1	Unless Underwriter's Laboratory or Interlock Testing Services (ITS) approved If UL or ETL label is attached and physical dimensions are correct, the cord may be accepted.	SG 21 KAREL
0068	4005.46	1/2-INCH CONDUIT IN TRENCH	64,000	LF	1 - 2' sample for each lot or batch.	1	Unless Underwriter's Laboratory or Interlock Testing Services (ITS) approved If UL or ETL label is attached and physical dimensions are correct, the cord may be accepted.	SG 21 KAREL
0069	4000.13	ELECTRICAL CONDUIT # 2 2-INCH CONDUIT IN TRENCH	88,000	LF	1 - 2' sample for each lot or batch.	1	Unless Underwriter's Laboratory or Interlock Testing Services (ITS) approved If UL or ETL label is attached and physical dimensions are correct, the cord may be accepted.	SG 21 KAREL
0070	4000.22	ELECTRICAL CONDUIT # 4 4-INCH CONDUIT IN TRENCH	14,000	LF	1 - 2' sample for each lot or batch.	1	Unless Underwriter's Laboratory or Interlock Testing Services (ITS) approved If UL or ETL label is attached and physical dimensions are correct, the cord may be accepted.	SG 21 KAREL
0071	4004.14	ELECTRICAL CONDUIT # 2 2-INCH CONDUIT, JACKED	83,000	LF	1 - 2' sample for each lot or batch.	1	Unless Underwriter's Laboratory or Interlock Testing Services (ITS) approved If UL or ETL label is attached and physical dimensions are correct, the cord may be accepted.	SG 21 KAREL
0072	4007.13	ELECTRICAL CABLE # 3 3/C #14 AWG TRAFFIC SIGNAL CABLE	150,000	LF	1 - 4' sample for each lot or batch.	1	Unless Underwriter's Laboratory or Interlock Testing Services (ITS) approved If UL or ETL label is attached and physical dimensions are correct, the cord may be accepted.	SG 21 KAREL
0073	4007.22	ELECTRICAL CABLE # 12/C 12/C #14 AWG TRAFFIC SIGNAL CABLE	131,000	LF	1 - 4' sample for each lot or batch.	1	Unless Underwriter's Laboratory or Interlock Testing Services (ITS) approved If UL or ETL label is attached and physical dimensions are correct, the cord may be accepted.	SG 21 KAREL
0074	4009.55	ELECTRICAL CABLE SERVICE CABLE NO. 6	428,800	LF	1 - 4' sample for each lot or batch.	1	Unless Underwriter's Laboratory or Interlock Testing Services (ITS) approved If UL or ETL label is attached and physical dimensions are correct, the cord may be accepted.	SG 21 KAREL
0076	4000.24	ELECTRICAL CABLE STREET LIGHTING CABLE NO. 6 USE	490,000	LF	1 - 4' sample for each lot or batch.	1	Unless Underwriter's Laboratory or Interlock Testing Services (ITS) approved If UL or ETL label is attached and physical dimensions are correct, the cord may be accepted.	SG 21 KAREL

Contract ID 1343Y

Contract Number 1343A 000

Project Number LCLC34X1(13)

Location 70th St, VAN DORN - EASTBROUOUGH, LINCOLN

Type of Work SPEC ELEC

Testing Date 4/16/2015

MSG Version January 1, 2015

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 Material's Sampling Guide for those items and for frequency of materials that need to be submitted to NDR for verification testing.

EXHIBIT "A"

GROUP	Line Item	Item Code	Description	Quantity	Unit	Test Description	Number of Tests	Comments	Guidance
GROUP 30 GENERAL ITEMS	0082	0001.08	Electrical Cable BAR/CODE: TYPE II	59022.000	BOAV	1- 4' sample for each cable type per lot.	1	If requested by the Materials and Research Division a manufacturer's certified test report may also be required.	SG 21 KABEL
	0083	0001.10	Reflective Sheeting x BAR/CODE: TYPE III	482	# of days	Reflectivity Test	23	1 of every 5, or a minimum of two of each type	SG 23 DONDINGER
				Reflective Sheeting x	5286.000	BOAV	Reflectivity Test	3	1 of every 5, or a minimum of two of each type

Concrete Calculations

Item	Description	Quantity	Unit
47B 2500 and 47B 2000	Concrete Factor		
CLASS B	CV Asst/ CV RCC	2955.53	CT
CLASS E	CV Asst/ CV RCC	1364.24	CT
IPF Comment	564	1016.57	Tons

Item	Description	Quantity	Unit	Test Description	Number of Tests	Comments	Guidance
CLASS B	1.3	377.19	Tons	CLASS B Gradation	2	One Test every 2000 tons	MSG 15, 16 MACK
CLASS E	1.25	1650.30	Tons	CLASS B Quality	1	One test every 6000 tons; NDR will test these samples	MSG 15, 16 MACK
				CLASS E Quality	1	One test every 3000 tons; NDR will test these samples	
IPF Comment	1/6	1016.57	Tons	1/6 Cement Sample	2	One test every 750 tons; NDR will test these samples	MSG 15, 16 KRASON

The aggregate sampling estimates assume that "traditional" 47B Agg will be being used.
** These totals assume all concrete produced by at a single source.