



City of Grand Island

Tuesday, June 9, 2015

Council Session

Item G-7

#2015-144 - Approving Agreement Supplemental No. 1 with Olsson Associates for Construction Engineering Services for Capital Avenue Widening – Webb Road to Broadwell Avenue

Staff Contact: John Collins, P.E. - Public Works Director

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: June 9, 2015

Subject: Approving Agreement Supplemental No. 1 with Olsson Associates for Construction Engineering Services for Capital Avenue Widening – Webb Road to Broadwell Avenue

Item #'s: G-7

Presenter(s): John Collins PE, Public Works Director

Background

All agreements must be approved by the City Council.

The Capital Avenue – Webb Road to Broadwell Avenue widening project will consist of removal of the existing 24' wide asphalt roadway and construction of new concrete pavement on Capital Avenue from Webb Road through Broadwell Avenue. The new roadway will consist of five lane curbed concrete pavement. Other improvements include construction of sidewalks and a concrete hike/bike trail, updated street lighting, and construction of new storm sewer. A pedestrian signal will be constructed approximately 1000' east of Webb Road to provide for safe crossing for users of the hike/bike trail.

This project will receive federal funding through the Surface Transportation Program (STP), which has typically been applied on an 80/20 basis. However, due to changes brought about by the new federal highway bill, the Moving Ahead for Progress in the 21st Century Act (MAP-21) and the NDOR's Federal Fund Purchase Program beginning in March 2016, federal funding for this project has been capped. Reference is made to Resolution 2013-141 approved by City Council on May 14, 2013.

Total project costs are now estimated to be \$10,118,895.63. Subtracting the federal capped funds of \$6,527,328.00 the local funding necessary to complete this project is estimated at \$3,591,567.63. This project will have a 35.5% local funding and a 64.5% federal funding. Breakdown of estimated costs are as follows:

Preliminary Engineering	\$533,217.28
Northwestern Energy	\$620,268.00
CenturyLink	\$272,389.00
Grand Island Utilities	\$725,000.0
Right-of-Way Acquisition	\$278,606.00
Construction	\$7,086,573.25
Construction Engineering	\$602,842.10
Total Estimated Project Costs	\$10,118,895.63

\$10,118,895.63 (Total Estimated Project Costs)

- \$ 6,527,328.00 (Federal Funds Cap)

\$ 3,591,567.63 (Local Funding)

City Council approved Resolution No. 2015-52 on February 24, 2015, which allowed the City to enter into a Professional Service Task Order Agreement for this project with Olsson Associates of Grand Island, Nebraska for a fixed-fee-for-profit of \$69,440.92 and up to a maximum amount of \$533,401.18 for actual costs, with a total amount of \$602,842.10.

Discussion

It has been determined by the City and State that the Professional Service Task Order Agreement was not the proper agreement to carry out the wishes of both parties. The request is to void such agreement and enter into a “Supplemental No. 1 Professional Service Agreement”.

The cost involved with this new agreement will not differ from the original agreement and will remain at a fixed-fee-for-profit of \$69,440.92 and up to a maximum amount of \$533,401.18 for actual costs in accordance with Exhibit “A”, with a total amount of \$602,842.10.

The tentative start date for construction is June 1, 2015. The project is expected to be completed June 1, 2016.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the Professional Service Agreement Supplemental No. 1 with Olsson Associates to perform construction engineering services for the Capital Avenue Widening Project; Webb Road to Broadwell Avenue.

Sample Motion

Move to approve the resolution.

SUPPLEMENT #1 PROFESSIONAL SERVICES, CONSULTANT
LPA PROJECTS
CONSTRUCTION ENGINEERING SERVICES

CITY OF GRAND ISLAND
OLSSON ASSOCIATES, INC.
PROJECT NO. URB-5436(5)
CONTROL NO. 42707
CAPITAL AVENUE, WEBB-WHEELER

THIS AGREEMENT, made and entered into by and between the City of Grand Island
Nebraska hereinafter referred to as the "LPA", and Olsson Associates, Inc., hereinafter referred
to as the "Consultant", and collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, on February 24, 2015 the parties entered into an agreement BK1511
entitled "Professional Services Task Order",

WHEREAS, the parties has now determined that the "Professional Service Task Order"
was not the proper agreement to carry out the wishes of the parties,

WHEREAS, the parties wish to void the "Professional Service Task Order Agreement"
and enter into a "Profession Service Agreement" instead, using the same agreement number,

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's federal-aid project is designated as Project No. URB-5436(5),
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; and

WHEREAS, the LPA used a qualification based selection process to select the
Consultant to provide Construction Engineering services, hereinafter referred to as Services,
and

WHEREAS, the Consultant is qualified to do business in Nebraska and has met all
requirements of the Nebraska Board of Engineers and Architects to provide consultant
engineering services in the State of Nebraska; and

WHEREAS, LPA and Consultant wish to enter into this agreement to specify the duties
and obligations of the Parties for the Services described herein; and

WHEREAS, Consultant is willing to perform Services in accordance with the terms
hereinafter provided; agrees to comply with all federal, state, and local laws and ordinances

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applicable to this agreement, and agrees to comply with all applicable federal-aid transportation project related program requirements, so that Consultant's costs of Construction Engineering will be eligible for federal reimbursement, and

WHEREAS, the LPA and Consultant intend that these Services 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 (See definition in Section 1), and

WHEREAS, Consultants primary contact person for LPA will be LPA's representative, who has been designated as being in responsible charge of the project, and who is referred to herein as RC or Responsible Charge, and

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

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

NOW THEREFORE, in consideration of these facts, the Parties hereto agree as follows: The agreement of the parties entitle "Professional Services Task Order" signed by the state on February 24, 2015 is hereby void and superceded by this agreement.

SECTION 1. DEFINITIONS

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

"LPA" for this agreement LPA means City of Grand Island (city or county). In this agreement, LPA may also be used to refer to all Local Public Agencies, collectively. Local Public Agencies include, but are not necessarily limited to; Nebraska Cities, Villages, Counties, Political Subdivisions, Native American Tribes, and other entities or organizations found to be eligible sub recipients of federal funds for transportation projects.

"CONSULTANT" means the firm of Olsson Associates Inc. and any employees thereof, whose business and mailing address is 610 P Street, Lincoln, Nebraska, 68508.

"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>.

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"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.

"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 subrecipient 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 determine 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.

To "ABANDON" the agreement means that the LPA 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 LPA 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 LPA 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 Consultant as defined herein and as determined by the LPA.

SECTION 2. THIS SECTION HAS INTENTIONALLY BEEN LEFT BLANK

SECTION 3. THIS SECTION HAS INTENTIONALLY BEEN LEFT BLANK

SECTION 4. TERM OF THE AGREEMENT

This agreement becomes effective on the date it is signed by the LPA and will end upon:

(1) the waiver of an audit review or (2) the final completion of an audit review by the State or its authorized representative, and the resolution of all issues identified in the audit report.

SECTION 5. SCOPE OF SERVICES

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Consultant understands that the Services provided by Consultant must be completed in accordance with all federal-aid reimbursement requirements and conditions. Consultant 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 Scope of Services" set out below. Part two of the Scope of Services is set out on the document attached hereto as Exhibit "A", 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 provided Consultant with a document describing the detailed proposed Scope of Services for this project.
- (2) Consultant made necessary and appropriate proposed additions, deletions, and revisions to LPA's detailed Scope of Services document.
- (3) LPA and Consultant together reviewed the proposed Scope of Services, the proposed revisions and negotiated the final detailed Scope of Services and Fee Proposal document, which is attached as Exhibit "A".

Consultant and LPA have agreed that Exhibit "A" sets out the Services reasonably necessary and the costs reasonably estimated for Consultant 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 Consultant agrees to provide the services listed on Exhibit "A" for Project. URB-5436(5), Control No. 42707, in Hall County, Nebraska.

General Scope of Services:

The Consultant services generally include, but are not limited to: project management; construction engineering; pre-construction staking; traffic control plans; conducting the preconstruction conference; construction staking; project inspection; 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 all project communications, including any necessary communication regarding federal-funding project eligibility questions, issues and concerns.

The Consultant 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. Consultant 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 (2007 Edition). Consultant shall assume that it is responsible for all duties of the "Engineer" unless notified otherwise by RC on behalf of LPA.

Additionally, Consultant 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 (NDOR)
- (3) Standard Methods of Tests – 2006 (NDOR)
- (4) The LPA Manual
- (5) The Manual on Uniform Traffic Control Devices
- (6) AASHTO Standard Specifications for Transportation Materials and Methods of Sampling and Testing
- (7) The ASTM Standards
- (8) NDOR Final Review Manual

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, Consultant 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 Consultant, whenever Consultant's duties in these respects are not clearly set out in the Construction Contract Documents. Consultant 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. Consultant 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 LPA,

through the RC, and, when appropriate for federal funding or eligibility issues, the State representative.

The Consultant is required to use Trans•Port SiteManager as the construction recordkeeping system for Services under this contract.

The Consultant 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 or as otherwise specially agreed to by the LPA.

The Parties understand that the Consultant 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 Consultant 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.

Additional Requirements:

- A. The Consultant shall advise the LPA when it appears any Disadvantaged Business Enterprise (DBE) working on the project is in need of assistance.
- B. The Consultant 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 Consultant 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 Consultant will promptly review and approve or reject 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 Consultant will be submitted weekly to the State Representative (two copies). Consultant will take prompt and appropriate action to reject or cause Contractor to remedy the work or materials that do not conform to the contract documents.

F. The Consultant 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 Consultant. 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 Consultant 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, Consultant shall notify LPA, provide its advice and request that LPA 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 6. STAFFING PLAN

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

Personnel who are added to the Staffing Plan as replacements must be persons of comparable training and experience. Personnel added to the Staffing Plan as new personnel and not replacements must be qualified to perform the intended services. Failure on the part of the Consultant to provide acceptable replacement personnel or qualified new personnel to keep the services on schedule will be cause for termination of this agreement and the Master

Agreement, with settlement to be made as provided in the SUSPENSION, ABANDONMENT, OR TERMINATION section of this agreement.

SECTION 7. NEW EMPLOYEE WORK ELIGIBILITY STATUS

The Consultant 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. The Consultant hereby agrees to contractually require any 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 Consultant, 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 Consultant 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.
- If the Consultant is an individual or sole proprietorship, the following applies:
1. The Consultant must complete the United States Citizenship Attestation form and attach it to this agreement. The form is available on the Department of Roads website at www.transportation.nebraska.gov/providev/#save.
 2. If the Consultant indicates on such Attestation form that he or she is a qualified alien, the Consultant agrees to provide the US Citizenship and Immigration Services documentation required to verify the Consultant lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
 3. The Consultant understands and agrees that lawful presence in the United States is required and the Consultant may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

SECTION 8. NOTICE TO PROCEED AND COMPLETION

The LPA will issue Consultant a written Notice-to-Proceed upon 1) full execution of this agreement, 2) LPA's determination that federal funding approval has been obtained for the project and 3) State's concurrence that the form of this agreement is acceptable for federal funding eligibility. Any work or services performed by Consultant on the project prior to the date specified in the written Notice-to-Proceed will not be eligible for reimbursement.

The Consultant 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 Consultant after the completion deadline will not be eligible for federal funding reimbursement.

SECTION 9. FEES AND PAYMENTS

The Consultant's fee proposal is set out on Exhibit "A". The general provisions concerning payment under this agreement are set out on the Exhibit "B", attached hereto and made a part of this agreement.

For performance of the services under the terms of this agreement, the Consultant will be paid a fixed-fee-for-profit of \$69,440.92 and up to a maximum amount of \$533,401.18 for actual costs in accordance with Exhibit "A". The total agreement amount is \$602,842.10.

SECTION 10. PROFESSIONAL PERFORMANCE (LPA CE Agreement)

The Consultant understands that the LPA will rely on the professional training, experience, performance and ability of the Consultant. Examination by the LPA, State, or FHWA, or acceptance or use of, or acquiescence in the Consultant's work product, will not be considered to be a full and comprehensive examination and will not be considered approval of the Consultant's work product which would relieve the Consultant from liability or expense that would be connected with the Consultant's sole responsibility for the propriety and integrity of the professional work to be accomplished by the Consultant pursuant to this agreement. The Consultant further understands that acceptance or approval of any of the work of the Consultant by the LPA or concurrence by the State/FHWA or of payment, partial or final, will not constitute a waiver of any rights of the LPA to recover from the Consultant, damages that are caused by the Consultant due to error, omission, or negligence of the Consultant in its work. That further, if due to error, omission, or negligence of the Consultant, the work product of the Consultant 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 Consultant's work product is necessary, the Consultant shall make such revisions without expense to the LPA. The Consultant shall respond to the notice of any errors, omissions or negligence within 24 hours and give immediate attention to necessary corrections. If the Consultant discovers errors, omissions, or negligence in its work, it shall notify the LPA within 24 hours. Failure of the Consultant to notify the LPA will constitute a breach of this Master Agreement. The Consultant's legal liability for all damages incurred by the LPA caused by error, omission, or negligent acts of the Consultant will be borne by the Consultant without liability or expense to the LPA.

SECTION 11. SUSPENSION, ABANDONMENT OR TERMINATION (2/8/12)

The LPA has the absolute right to suspend or abandon the work, or terminate this agreement at any time and such action on its part will in no event be deemed a breach of this agreement. The LPA will give the Consultant seven days written notice of such suspension, abandonment, or termination. Any necessary change in Scope of Services shall follow the Consultant Work Order Process outlined in the FEES AND PAYMENTS section above.

If the LPA suspends or abandons the work or terminates the agreement as presently outlined, the Consultant shall be compensated in accordance with the provisions of 48 CFR 31, provided however, that in case of suspension, abandonment, or termination for breach of this agreement, the LPA will have the power to suspend payments, pending the Consultant's compliance with the provisions of this agreement. For an abandonment or termination of this agreement, payment to Consultant will be prorated based on the percentage of work completed by the Consultant prior to abandonment or termination compared to the total amount of work contemplated by this agreement.

The ownership of all project plans and supporting documents completed or partially completed at the time of such termination or abandonment will be retained by the LPA and the Consultant shall immediately deliver all project plans and supporting documents to the LPA.

SECTION 12. OWNERSHIP OF DOCUMENTS (11/17/11)

All surveys, maps, reports, computations, charts, plans, specifications, electronic data, shop drawings, diaries, field books, and other project documents prepared or obtained under the terms of this agreement are the property of the LPA and the Consultant shall deliver them to the LPA at the conclusion of the project without restriction or limitation as to further use.

LPA acknowledges that such data may not be appropriate for use on an extension of the services covered by this agreement or on other projects. Any use of the data for any purpose

other than that for which it was intended without the opportunity for Consultant to review the data and modify it if necessary for the intended purpose will be at the LPA's sole risk and without legal exposure or liability to Consultant.

Further, Consultants' time sheets and payroll documents shall be kept in Consultants' files for at least three years from the completion of final cost settlement by FHWA and project closeout by the State.

SECTION 13. CONFLICT OF INTEREST LAWS

The Consultant 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 LPA's project to remain fully eligible for Federal funding. By signing this agreement, the Consultant certifies that Consultant is not aware of any financial or other interest the Consultant has that would violate the terms of these federal provisions.

SECTION 14. USE AND/OR RELEASE OF PRIVILEGED OR CONFIDENTIAL INFORMATION

Certain information provided by the LPA or State to the Consultant is confidential information contained within privileged documents protected by 23 U.S.C. §409. "Confidential information" means any information that is protected from disclosure pursuant to state and federal law and includes, but is not limited to, accident summary information, certain accident reports, diagnostic evaluations, bridge inspection reports, and any other documentation or information that corresponds with said evaluations or reports, and any other information protected by 23 U.S.C. §409. "Privileged document" means any document pertaining to any file or project maintained by the LPA or State that is privileged and protected from disclosure, pursuant to appropriate state and federal law, including any document containing attorney-client communications between an LPA or State employee and Legal Counsel. This confidential and privileged information is vital and essential to the Consultant in order that the Consultant adequately design the project at hand on behalf of the LPA or State.

The Consultant agrees it will only use any information or documentation that is considered to be privileged or confidential for the purposes of executing the services by which it has agreed to render for the LPA or State for the project at hand only. The Consultant agrees not to reveal, disseminate, or provide copies of any document that is confidential and privileged to any individual or entity. The State or the LPA agrees that any information or documentation that is considered to be privileged or confidential that is provided to Consultant will be marked with the following information (Approved 11/4/11):

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“CONFIDENTIAL INFORMATION: Federal Law, 23 U.S.C §409, prohibits the production of this document or its contents in discovery or its use in evidence in a State or Federal Court. The State of Nebraska [or LPA] has not waived any privilege it may assert as provided by that law through the dissemination of this document and has not authorized further distribution of this document or its contents to anyone other than the original recipient.”

The Consultant agrees to obtain the written approval of the State or LPA prior to the dissemination of any privileged or confidential information or documentation if it is unclear to the Consultant whether such information or documentation is in fact privileged or confidential.

The Consultant and the State or the LPA agree that any unauthorized dissemination of any privileged or confidential information or documentation on the part of the Consultant will create liability on the part of the Consultant to the State or the LPA for any damages that may occur as a result of the unauthorized dissemination. The Consultant agrees to hold harmless, indemnify, and release the State or the LPA for any liability that may ensue on the part of the State or the LPA for any unauthorized dissemination of any privileged or confidential information or documentation on the part of the Consultant.

SECTION 15. FORBIDDING USE OF OUTSIDE AGENTS

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee; any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, the LPA has the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

SECTION 16. GENERAL COMPLIANCE WITH LAWS

The Consultant hereby agrees to comply with all federal, state, and local laws and ordinances applicable to the services in effect at the time of the work.

SECTION 17. DISPUTES

Any dispute concerning a question of fact in connection with the work will be addressed in accordance with LPA Manual Section 4.4.3.5 DISPUTE RESOLUTION.

SECTION 18. RESPONSIBILITY FOR CLAIMS AND LIABILITY INSURANCE (1-24-12)

The Consultant agrees to save harmless the LPA from all claims and liability due to the error, omission, or negligence of the Consultant or those of the Consultant's agents or employees in the performance of services under this agreement. Further, it is expected that in carrying out the work under this agreement, Consultant will make various decisions and judgments and Consultant will determine what actions are required by Consultant and by others to properly complete the work. Nothing in this agreement shall be interpreted to relieve Consultant from any liability it would otherwise have to LPA in carrying out the work under this agreement.

Finally, the Consultant shall for the life of this agreement, carry insurance as outlined in Exhibit "C" and attached hereto, and hereby made a part of this agreement. In any contract Consultant has with a subconsultant, Consultant shall require that the insurance requirements outlined in Exhibit "C" must be met by the subconsultant.

SECTION 19. PROFESSIONAL REGISTRATION (CE Agreements)

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

SECTION 20. SUCCESSORS AND ASSIGNS

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

SECTION 21. DRUG-FREE WORKPLACE POLICY

The Consultant shall have an acceptable and current drug-free workplace policy on file with the State.

SECTION 22. FAIR EMPLOYMENT PRACTICES ACT

The Consultant agrees to abide by the Nebraska Fair Employment Practices Act, as provided by Neb.Rev.Stat. 48-1101 through 48-1126, which is hereby made a part of and included in this agreement by reference.

SECTION 23. DISABILITIES ACT

The Consultant agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-366), as implemented by 28 CFR 35, which is hereby made a part of and included in this agreement by reference.

SECTION 24. DISADVANTAGED BUSINESS ENTERPRISES

The Consultant shall ensure that disadvantaged business enterprises, as defined in 49 CFR 26, have the maximum opportunity to compete for and participate in the performance of sub agreements financed in whole or in part with federal funds under this agreement. Consequently, the disadvantaged business requirements of 49 CFR 26 are hereby made a part of and included in this agreement by reference.

The Consultant shall not discriminate on the basis of race, color, sex, or national origin in the award and performance of FHWA-assisted contracts. Failure of the Consultant to carry out the requirements set forth above will constitute a breach of this agreement and, after the notification of the FHWA, may result in termination of this agreement by the LPA or such remedy as the LPA deems appropriate.

SECTION 25. NONDISCRIMINATION

A. Compliance with Regulations: During the performance of this agreement, the Consultant, for itself and its assignees and successors in interest, agrees to comply with the regulations of the DOT relative to nondiscrimination in federally-assisted programs of the DOT (49 CFR 21 and 27, hereinafter referred to as the Regulations), which are hereby made a part of and included in this agreement by reference.

B. Nondiscrimination: The Consultant, with regard to the work performed by it after award and prior to completion of this agreement, shall not discriminate on the basis of race, color, sex, or national origin in the selection and retention of Subconsultants, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5, including employment practices when the agreement covers a program set forth in Appendixes A, B, and C of 49 CFR 21.

C. Solicitations for Subagreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subagreement, including procurements of materials or equipment, each potential Subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this agreement and the Regulations relative to nondiscrimination on the basis of race, color, sex, or national origin.

D. Information and Reports: The Consultant shall provide all information and reports required

by the Regulations, or orders and instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the LPA, State or FHWA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall certify to the LPA, State or FHWA, as appropriate, and set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this agreement, the LPA will impose such agreement sanctions as it or the State and FHWA may determine to be appropriate, including but not limited to withholding of payments to the Consultant under this agreement until the Consultant complies, and/or cancellation, termination, or suspension of this agreement, in whole or in part.

F. Incorporation of Provisions: The Consultant shall include the provisions of paragraphs A through E of this section in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The Consultant shall take such action with respect to any subagreement or procurement as the LPA, State or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event a Consultant becomes involved in or is threatened with litigation with a Subconsultant/ Subcontractor as a result of such direction, the Consultant may request that the LPA enter into such litigation to protect the interests of the LPA and, in addition, the Consultant may request that the State and United States enter into such litigation to protect the interests.

SECTION 26. SUBLETTING, ASSIGNMENT, OR TRANSFER

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

The Consultant shall enter into an agreement with its Subconsultants/Subcontractors for work covered under this agreement. All Subconsultant/Subcontractor agreements for work covered under this agreement must contain similar provisions to those in this agreement. No right-of-action against the LPA will accrue to any Subconsultant/Subcontractor by reason of this agreement.

SECTION 27 CONSULTANT CERTIFICATIONS

The undersigned duly authorized representative of the Consultant, by signing this agreement, hereby swears, under the penalty of law, the truth of the following certifications, and agrees as follows:

- A. Neb.Rev.Stat. § 81-1715(1).** I certify compliance with the provisions of Section 81-1715 and, to the extent that this contract is a lump sum, actual cost-maximum-not-to-exceed, or actual cost-plus-a-fixed fee professional service contract, I hereby certify that wage rates and other factual unit costs supporting the fees in this agreement are accurate, complete, and current as of the date of this agreement. I agree that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the LPA determines the contract price had been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.
- B. Neb.Rev.Stat. §§ 81-1717 and 1718.** I hereby certify compliance with the provisions of Sections 81-1717 and 1718 and, except as noted below neither I nor any person associated with the firm in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position involving the administration of federal funds:
1. Has employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this agreement, or
 2. Has agreed, as an express or implied condition for obtaining this agreement, to employ or retain the services of any firm or person in connection with carrying out this agreement, or
 3. Has paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with procuring or carrying out this agreement, except as here expressly stated (if any).
- C. Certification Regarding Debarment, Suspension, and Other Responsibility Matters- Primary Covered Transactions.** Section C1 below contains 10 instructions that consultant agrees to follow in making the certifications contained in C2.
- 1. Instructions for Certification**
- a. By signing this agreement, the Consultant is providing the certification set out below.
 - b. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this project. The Consultant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the LPA's determination whether to enter into this agreement. However, failure of the Consultant to furnish a certification or an explanation will disqualify the Consultant from participation in this agreement.
 - c. The certification in this clause is a material representation of fact upon which reliance was placed when the LPA determined to enter into this agreement. If it is later determined that the Consultant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the LPA may terminate this agreement for cause or default.

- d. The Consultant shall provide immediate written notice to the LPA if at any time the Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 - e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.
 - f. The Consultant agrees that should the proposed covered transaction be entered into, it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the LPA before entering into this agreement.
 - g. The Consultant further agrees to include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the LPA without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 - h. The Consultant in a covered transaction may rely upon a certification of a prospective Subconsultant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Consultant may decide the method and frequency by which it determines the eligibility of its principals.
 - i. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - j. Except for transactions authorized under paragraph f of these instructions, if the Consultant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the LPA may terminate this agreement for cause or default.
- 2. Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions**
- a. By signing this agreement, the Consultant certifies to the best of its knowledge and belief, that it and its principals:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - ii. Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a

- public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph a.ii above; and
 - iv. Have not within a three-year period preceding this agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- b. Where the Consultant is unable to certify to any of the statements in this certification, such Consultant shall attach an explanation to this agreement. I acknowledge that this certification is to be furnished to the State and the FHWA in connection with this agreement involving participation of federal-aid highway funds and is subject to applicable, state and federal laws, both criminal and civil.

SECTION 28. LPA CERTIFICATION

By signing this agreement, I do hereby certify that, to the best of my knowledge, the Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this certification is to be furnished to the FHWA, upon their request, in connection with this agreement involving participation of Federal-Aid highway funds and is subject to applicable state and federal laws, both criminal and civil.

SECTION 29. ENTIRE AGREEMENT

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

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 Consultant this ____ day of _____, 2015.

OLSSON ASSOCIATES, INC.
John S. Olsson, P.E.

Senior Vice President

STATE OF NEBRASKA))ss.
LANCASTER COUNTY)

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

Notary Public

EXECUTED by the City of Grand Island this ____ day of _____, 2015.

CITY OF GRAND ISLAND
Jeremy Jensen

Mayor

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

Clerk

STATE OF NEBRASKA
DEPARTMENT OF ROADS
Form of Agreement Approved for
Federal Funding Eligibility

Date

AGR-2

Project No. URB-5436(5)
Control No. 42707
Capital Avenue, Webb - Wheeler
Template T-AGR-2 Revised 10-10-13

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Agreement No. BK1511 Supp. #1

**Exhibit A
SCOPE OF SERVICES**

**CONSTRUCTION ENGINEERING
for**

Project Name: Capital Avenue, Webb-Wheeler, Grand Island, NE
Project Number: URB-5436(5)
Control Number: 42707

A. PROJECT DESCRIPTION

This scope provides for construction engineering services for Capital Avenue, Webb-Wheeler, Grand Island in Hall County, Nebraska. The project consists of the following improvements: Capital Avenue will be remediated and replaced with 9" doweled concrete pavement along with the construction of a 6" concrete bike trail. This progress will start at the Wheeler Street intersection and proceed westward to the Webb Road intersection. The project will also consist of improvements to storm sewer, water main, sanitary sewer, and roadway lighting.

Olsson Associates, (Consultant) shall serve as agent for the **City of Grand Island**, (LPA), representing the LPA in all matters related to construction engineering services for this project.

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

The Consultant shall inspect the Contractor's work to determine the progress and quality of work, identify discrepancies, report significant discrepancies to the LPA and 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 Project Plans
6. Contract Special Provisions
7. 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.

Project Number: URB-5436(5)
Control Number: 42707
Construction Engineering Services

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Exhibit "A"

D. CONSULTANT 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.
- Coordinate with required utility relocates prior to construction start date.

2. Meetings. Project staff will meet with the LPA, the Contractor, and NDOR when requested by the State, and prepare minutes of the meeting. For some projects, a public meeting may be held and the consultant's attendance may be required.

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 42 meetings.

- 6 bi-weekly meetings during utility relocates
- 16 weekly meetings during Phase 1
- 20 bi-weekly meetings for duration of project

2.4 Public Meeting (1) - Assist the LPA with scheduling and conducting a Public Meeting with Contractor and Residents prior to the start of project. Consultant will prepare exhibits and brief presentation.

2.5 Assume 12 trips to the project site for meetings. Majority of progress meetings will be held at Olsson's office.

3.

Traffic Control Plan. Consultant 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 (Owner will use checklist 12-72 to audit and document the Consultant's 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. Olsson Associates will Sign and seal plans.
 - It has been assumed that 8 separate plans will be needed for the project. 1 set for each of the 8 phases.
- 3.2 ~~Review and approve Traffic Control Plan (if Completed by Contractor) for easement to the Contract's Special Provisions.~~
- 3.3 Submit Plans to the RC for their records.

4. SWPPP Inspections/Manual Updates. Consultant shall conduct inspections bi-weekly and after every ½" or greater rain event according to permit regulations. The Stormwater Pollution Prevention Plan (SWPPP) Manual shall be updated according to NDOR and/or LPA requirements.

- 4.1 Conduct **36** Inspections
 - Assume 26 bi-weekly
 - Assume 10 special inspections related to rainfall
- 4.2 Update SWPPP Manual and Temporary Erosion Control Plan
- 4.3 Assume **36** trips to the project site for SWPP Inspections.

5. Construction Survey/Staking. The following tasks are required if the Consultant 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 Consultant shall verify and re-establish if necessary the survey control used during the preliminary engineering.
 - 5.3 Stake limits of construction throughout project. (Complete for each phase.)
 - 5.4 Mark removals including pavement removal limits. Stake right-of-way and construction easements.
 - 5.5 Provide rough grading stakes.
 - 5.6 Provide paving hubs for roadway pavement and bike trail. For structures storm sewer and pipe culverts, the consultant will provide grade stakes.
 - 5.7 Verify pipe profiles before providing a Culvert Order List to Contractor.
 - 5.8 Stake fence relocation.
 - 5.9 Stake silt fence, water main, sanitary sewer, gas main, communication relocations, overhead power line relocation, lighting, and traffic signals.
 - 5.10 Verify existing tie-in elevations and locations and adjust new pavement grades to meet existing pavement.
 - 5.11 Assume **70** 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. Consultant will invoice the LPA for the re-staking. 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). Consultant shall contact RC/Designer as needed to obtain plan clarifications/interpretations. Maintain and review project materials and promptly enter information into Site Manager.

- 6.1 Construction Consultation/SiteManager & Daily Work Report (DWR)
 - Review and Enter Data into SiteManager
 - Maintain Project Field Diaries, Files, and Record data in SiteManager
 - Document and Review Daily Work Reports (DWRs)

7. ~~Girder Shim Surveying (Bridge Projects Only)~~ The Designer (PE) shall determine the girder shim values, which are defined as the differences in elevation between the top of girder elevation and the top of slab elevation necessary at known points along the length of the girder during placement of the deck to result in the finished top of slab elevation to be correct after the girder has deflected under the weight of the slab.

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Control Number: 42707

Construction Engineering Services

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Exhibit "A"

~~7.1 Girdler Shimm Surveying~~

- ~~• Shimm shots will be taken at the locations as determined by the designer.~~
- ~~• Elevations and rod readings need to be recorded by Consultant and submitted to PE at the time the shimm shots are taken.~~

~~8. Perform Bearing Calculations. If pile driving is required on the project, the Consultant shall perform bearing capacity calculations in accordance with the NDOR Construction Manual.~~

~~8.1 Perform Bearing Calculations~~

~~9. Construction Inspection. Consultant 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. Consultant 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. Consultant 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 Consultant 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, 4f, 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 Consultant. NDOR will not conduct these surveys.~~
 - ~~• The Consultant 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.~~
 - ~~• Record Materials Sampling/Sampling ID data in SiteManager.~~
 - ~~• Consultant shall forward reviewed shop drawings to the RC. Shop drawing review is part of the scope of services for this construction engineering agreement~~
- ~~Retaining Wall Block~~

- Brick Pavers
- Traffic Signal Items
- Lighting Items
- Water Main Items
- Sanitary Sewer Items
- Storm Sewer Special Structures

- 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 **325** trips to the site for construction inspection

10. Perform Material Sampling and Testing. The Consultant 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~~

CONSULTANT SHALL PROVIDE:

- (List of tests to be provided by NDOR)
- 10.1 Collect, verify, document and deliver all samples to testing lab

- Soils Proctor: 8 estimated
 - Mechanical Grain Analysis: 16 estimated
 - Compressive Strength Testing: 435 estimated
- 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 **125** trips to the project site for Material Sampling and Testing.
- Concrete Testing: 145 estimated
 - Compaction Testing: 390 estimated

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
 Separate record drawings for the water main, sanitary sewer, and traffic signals. A full size paper copy will be delivered to NDOR, and a half size paper copy and PDF containing the record drawings will be delivered to the City. Record drawings will be completed electronically using a PDF editor.

12. Final Inspections. Consultant 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 Five Preliminary Walkthroughs of Site and Preparation of Punch List for each phase and one at the end of the project.
- 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 Consultant'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 Consultant PM's (representing LPA) Concurrence/Non-Concurrence Letter w/ Certified Mail Receipt Enclosed.
 - Copy of Contractor's signed Concurrence/Non-Concurrence Letter
 - Memo of Major Item Review
 - Memo of Time Allowance Review (Required only if the Contractor has overrun on the Contract Time Allowance.)
 - Borrow Site Memo
 - City Agreement Letter
 - Project Completion Memo - The Consultant'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 Consultant 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 QAVQC Test Results (asphalt projects)~~
~~• Project Culvert Field Book with information per the NDOR Construction Manual~~

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 Exhibit "A"

- 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 Observation and staking has been requested on a part time basis during the utility relocations at start of project.
- 14.2 City of Grand Island has requested for coordination with City Sanitary Sewer project along the Capital Avenue corridor. (Between Webb Road and Wheeler Street)
- 14.3 Work extensively with land owners and see that temporary access is maintained at all times.

E. SCHEDULE

1. Notice to Proceed: _____
2. The Consultant shall provide a schedule of activities and deliverables upon award

CONSTRUCTION ENGINEERING SERVICES Staffing Plan

Project Name: Capital Avenue: Webb-Wheeler

Project Number: URB-4439(6)
Control Number: 42707

Location (City, County): Grand Island / Hall County

Firm Name: Olsson Associates

Consultant Project Manager: Jeff Paik

LPA Responsible Change: Terry Brown

Phone/Fax: (308) 384-8750

Phone/Fax: (308) 384-5444

NDOR Project Coordinator: Greg Wood

Phone/Fax: (402) 479-9831

Date: December 12, 2014



Code	Classification Title	Hours	Blended Rate	Amount
PR	Principal			
PM	Project Manager	989	\$43.92	\$43,298.88
ENG	Engineer	177	\$39.36	\$6,986.72
DES	Designer/CADD Technician	78	\$28.27	\$2,148.52
SCC	Survey Crew Chief	680	\$30.66	\$20,848.80
SCM	Survey Crew Member	610	\$17.07	\$10,412.70
INSP 2	Inspector 2	3700	\$22.31	\$82,547.00
INSP 1	Inspector 1	1354	\$17.22	\$23,315.88
ADM	Administrative	67	\$18.64	\$1,248.68
TOTALS		7,653		\$188,768.36

Overhead Rate: 176.84% **Fee for Profit Rate:** 13.15%

* 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:
 PR = Principal SCC = Survey Crew Chief ADM = Administrative
 PM = Project Manager SCM = Survey Crew Member UDT = User Defined 1
 ENG = Engineer INSP 2 = Inspector 2 UDT = User Defined 2
 DES = Designer/CADD Technician INSP 1 = Inspector 1

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

Blended Rates Table

EMPLOYEE NAME	STAFFING PLAN CLASSIFICATION ¹ & CERTIFICATIONS	SALARY RATE	% ASSIGNED ²
Principal			
		Blended Rate:	
Project Manager			
Jeff Paik	PE, Office Leader	\$54.52	50%
Steve Hancock	Construction Team Leader	\$33.32	50%
		Blended Rate:	\$43.92
Engineer			
Matt Rief	PE, Design Engineer	\$51.48	50%
Matt Smith	EIT	\$25.24	50%
		Blended Rate:	\$38.36
Designer/CADD Technician			
Zach Loomis	Cad Technician	\$28.27	100%
		Blended Rate:	\$28.27
Survey Crew Chief			
Jai Andrst	LS, Survey Team Leader	\$36.35	30%
Jesse Hurt	LS, Survey crew chief	\$28.22	70%
		Blended Rate:	\$30.66
Survey Crew Member			
Jaden Hurt	Surveyor	\$16.80	50%
Steve Schmitt	Surveyor	\$17.33	50%
		Blended Rate:	\$17.07
Inspector 2			
Tim Wetlowick	Senior Construction Tech.	\$23.10	80%
Colt Sharer	Assistant Construction Tech.	\$19.16	20%
		Blended Rate:	\$22.31
Inspector 1			
Jesse Rudoif	Associate Construction Tech.	\$19.95	60%
Ben Sohl	Associate Construction Tech.	\$13.13	40%
		Blended Rate:	\$17.22
Administrative			
Chris Defflers	Team Coordinator	\$18.64	100%
		Blended Rate:	\$18.64
		Blended Rate:	
		Blended Rate:	

¹ Input actual employee classification as designated by firm. Also enter in any certifications that employee holds.
² Total of % Assigned must equal 100% for each personnel classification category. If one person in classification, list them as 100% for % Assigned.
 Consultant's Independent Cost Estimate for CE Services Staffing Plan

CONSTRUCTION ENGINEERING SERVICES
 Consultant's Estimate of Hours

Project Name: Capital Avenue: Webb-Whaeeler
 Project Number: URB-5436(5)
 Control Number: 42707
 Location (City, County): Grand Island / Hall County
 Firm Name: Olsson Associates
 Consultant Project Manager: Jeff Palk
 Phone/Email: (308) 384-8750
 LPA Responsible Charge: Terry Brown
 Phone/Email: (308) 384-5444
 NDOR Project Coordinator: Greg Wood
 Phone/Email: (402) 479-3831
 Date: December 12, 2014

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TASKS	PERSONNEL CLASSIFICATIONS**										Total	
	PR	PM	ENG	DES	SC	SCM	INSP 2	INSP 1	ADM			
For Construction Engineering Services:												
1. Project Management and Coordination												
1.1 Project Management:		225										270
		225										270
2. Meetings												
2.1 Construction Inspection Planning Meeting		4								4		10
2.2 Pre-Construction Meeting		16	8							16	2	42
2.3 Construction Progress Meetings		126								84		210
2.4 Public Meeting (if Required)		8	12							8	2	30
2.5 Trips to Site (Travel Time) for Meetings		3	1							3		7
		167	21							116	6	299
3. Traffic Control Plan												
3.1 Prepare Traffic Control Plan		4	16	16								36
3.2 Review Traffic Control Plan (if Completed by Contractor)			8									8
3.3 Sign and Submit Plans to the RC			8									8
		4	32	16								60
4. SWPPP Inspection/Manual Updates												
4.1 Conduct Inspections										72		72
4.2 Update SWPPP Manual										36		36
4.3 Trips to Site (Travel Time) for SWPPP Inspections										9		9
										117		117
5. Construction Survey/Staking												
5.1-5.10 Totals From Survey-Staking Worksheet (enter hours in grey cells)		20		60	662	592				20		1,384
5.11 Trips to Site (Travel Time) for Construction Survey/Staking		20		60	18	18				20		36
				60	680	610				20		1,390
6. Construction Consultation/Sha Manager & Daily Work Report (DWR)												
6.1 Construction Consultation/Site Manager & Daily Work Report (DWR)		225								225		450
		225								226		450
7. Girder Shim Surveying (Bridge Projects Only)												
7.1 Girder Shim Surveying												
8. Perform Bearing Calculations												
8.1 Perform Bearing Calculations												
9. Construction Inspection												
9.1 Construction Inspection		90	90							2,250	450	2,880
9.2 Measure, calculate, and document quantities of pay items										225		225
9.3 Maintain records/data and prepare the Weekly Report of WDS		45								225		270
9.4 Trips to Site (Travel Time) for Construction Inspection		11	11							80	43	142
		146	101							2,760	490	3,617
10. Perform Material Sampling and Testing												
10.1 Collect, verify, document and deliver all samples to testing lab		45								450		495
10.2 Provide all required material certifications to the NDOR M & R Lab										120		120
10.3 Review and document all test results of all samples		45								225		270
10.4 Trips to Site (Travel Time) for Delivery and Collecting Samples										45		45
		90								840		930
11. As-Built Drawings												
11.1 Prepare As-Built Drawings		4								40		44
		4								40		44
12. Final Inspections												
12.1 Walkthrough of Site and Preparation of Punch List		32								32		64
12.2 Review Project to verify that Punch List has been completed		16								16		32
		48								48		96
13. Project Closeout												
13.1 Project Closeout		60								80	24	8
		60								80	24	8
14. Relocation of Existing Utilities												
14.1 Construction Inspection		10	20							250		280
14.2 Trips to Site (Travel Time) for Construction Inspection			3							25		28
		10	23							275		308
Total Hours												
Total Days (8 hrs)		989	177	76	690	610	3,700	1,364	67			7,653
Total Travel Time		123.6	22.1	9.5	85.0	76.3	462.5	100.3	0.4			966.6
Total Hours minus Travel Time		876	165	76	602	532	3608	1269	67			7414

Consultant's Independent Cost Estimate for CE Services
 Estimate of Hours

CONSTRUCTION ENGINEERING SERVICES

Direct Expenses

Project Name: **Capital Avenue: Webb-Wheeler**

Project Number: **URB-5436(5)**

Control Number: **42707**

Location (City, County): **Grand Island / Hall County**

Firm Name: **Olsson Associates**

Consultant Project Manager: **Jeff Paik**

Phone/Email: **(308) 384-8750**

LPA Responsible Charge: **Terry Brown**

Phone/Email: **(308) 384-5444**

NDOR Project Coordinator: **Greg Wood**

Phone/Email: **(402) 479-3831**

Date: **December 12, 2014**

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	Quantity	Unit Cost	Amount
Subtotal			

Printing and Reproduction:	Quantity	Unit Cost	Amount
Record Drawings: 34"x22" plan sheets plotted 5 times @ \$0.20 sf	1,680	\$0.20	\$336.00
Record Drawings 11"x17" plan sheets plotted 5 times @ \$0.20 sf	420	\$0.20	\$84.00
3,500 blank & white copies @ \$0.08/sheet	3,500	\$0.08	\$280.00
Public Meeting: 34"x22" arial sheets plotted 8 times @ \$2.50 sf	48	\$2.50	\$120.00
Subtotal			
			\$820.00

Mileage/Travel:	Quantity	Unit Cost	Amount
Project Meetings: 12 trips to site @ 12 mi/trip @ .51/mile	144	\$0.51	\$73.44
SWPPP Inspections: 36 trips to site @ 12 mi/trip @ .51 mile	432	\$0.51	\$220.32
Construction Survey: 70 trips to site @ 12 mi/trip @ .51 mile	840	\$0.54	\$453.60
Construction Inspection: 325 trips to site @ 12 mi/trip @ .51 mile	3,900	\$0.51	\$1,989.00
Materials Testing: 125 trips to site @ 12 mi/trip @ .51 mile	1,500	\$0.51	\$765.00
Relocation of Existing Utilities: 100 trips to site @ 12 mi/trip @ .51 mile	1,200	\$0.51	\$612.00
Subtotal			
			\$4,113.36

Lodging/Meals:	Quantity	Unit Cost	Amount
Subtotal			

Material Testing:	Quantity	Unit Cost	Amount
Compressive Strength Testing	435		
Concrete Testing	145		
Compaction Testing	390		
Subtotal			

Other Miscellaneous Costs:	Quantity	Unit Cost	Amount
Miscellaneous Postage, Mailing, Deliveries Etc:	1	\$400.00	\$400.00
Subtotal			
			\$400.00
TOTAL DIRECT EXPENSES			\$5,333.36

CONSTRUCTION ENGINEERING SERVICES

Cost by Task

Project Name: Capital Avenue: Webb-Wheeler
Project Number: URB-5436(5)
Control Number: 42707
Location (City, County): Grand Island / Hall County
Firm Name: Olsson Associates
Consultant Project Manager: Jeff Paik
Phone/Fax: (308) 384-8750
LPA Responsible Charge: Terry Brown
Phone/Fax: (308) 384-5444
NDOR Project Coordinator: Greg Wood
Phone/Fax: (402) 478-3831
Date: December 12, 2014

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Tasks	Total Hours	Direct Labor Cost	Overhead 178.84%	Fee For Profit 13.18%	Total Project Cost
For Construction Engineering Services:					
1. Project Management and Coordination	270	\$10,720.80	\$18,958.66	\$3,902.85	\$33,582.31
2. Meetings	289	\$10,378.49	\$18,353.32	\$3,778.23	\$32,510.04
3. Traffic Control Plan	60	\$2,004.64	\$3,545.01	\$728.78	\$6,278.43
4. SWPPP Inspections/Manual Updates	117	\$2,610.27	\$4,616.00	\$950.25	\$8,176.52
5. Construction Survey/Staking	1,390	\$34,282.30	\$60,624.82	\$12,480.29	\$107,387.41
6. Construction Consultation/Site Manager & Daily Work Report (DWR)	450	\$14,901.75	\$26,352.25	\$5,424.90	\$46,678.90
7. Girder Shim Surveying (Bridge Projects Only)					
8. Perform Bearing Calculations					
9. Construction Inspection	3,517	\$80,746.28	\$142,791.72	\$28,385.25	\$252,923.25
10. Perform Material Sampling and Testing	930	\$18,417.80	\$32,599.88	\$6,704.83	\$57,722.51
11. As-Built Drawings	44	\$1,068.08	\$1,888.79	\$388.83	\$3,345.70
12. Final Inspections	96	\$3,179.04	\$5,621.81	\$1,157.31	\$9,958.16
13. Project Closeout	172	\$4,982.40	\$8,810.88	\$1,813.82	\$15,607.10
14. Relocation of Existing Utilities	308	\$7,456.73	\$13,186.48	\$2,714.58	\$23,357.79
Direct Expenses					\$6,333.38
TOTAL	7,683	\$190,748.38	\$337,316.42	\$69,740.87	\$597,815.67

CONSTRUCTION ENGINEERING SERVICES Project Cost

Project Name: Capital Avenue: Webb-Whaeeler
Project Number: URB-5436(5)
Control Number: 42707
Location (City, County): Grand Island / Hall County
Firm Name: Olsson Associates
Consultant Project Manager: Jeff Paik
Phone/Email: (308) 384-8750
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Phone/Email: (308) 384-5444
NDOR Project Coordinator: Greg Wood
Phone/Email: (402) 479-3831
Date: December 12, 2014

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Direct Labor Costs:	Hours	Rate	Amount
Personnel Classification			
Principal			
Project Manager	989	\$43.92	\$43,436.88
Engineer	177	\$38.36	\$6,789.72
Designer/CADD Technician	76	\$28.27	\$2,148.52
Survey Crew Chief	680	\$30.66	\$20,848.80
Survey Crew Member	610	\$17.07	\$10,412.70
Inspector 2	3700	\$22.31	\$82,547.00
Inspector 1	1354	\$17.22	\$23,315.88
Administrative	67	\$18.64	\$1,248.88
TOTALS	7653		\$190,748.38
Direct Expenses:			Amount
Subconsultants			\$800.00
Printing and Reproduction Costs			\$4,113.98
Mileage/Travel			
Lodging/Meals			
Material Testing			
Other Miscellaneous Costs			\$400.00
TOTALS			\$5,333.36
Total Project Costs:			Amount
Direct Labor Costs			\$190,748.38
Overhead @ 176.84%			\$337,319.44
Total Labor Costs			\$528,067.82
Fee for Profit Rate @ 13.15%			\$69,440.92
Direct Expenses			\$5,333.36
PROJECT COST			\$602,842.10

State of Nebraska Department of Roads
Required Document List

Contract ID 4707
Control Number 42707 000
Project Number URB-5436(5)
Location CAPITAL AVE, WEBB-WHEELER, GRAND ISLAND
Type of Work GRAD CONC PAVE CULV WATER MAIN SAN SEED ELEC
Letting Date 10/23/2014
SG Version July 1, 2014

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	Reference Book	M&R Contact
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	
M/A	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 1	GF	0030.10	MOBILIZATION	1,000	LS			
	0002	1000.00	LARGE TREE REMOVAL	14,000	EACH			
	0003	1009.00	GENERAL CLEARING AND GRUBBING	1,000	LS			
	0004	1010.01	EXCAVATION (ESTABLISHED QUANTITY)	20760,000	CY			
			Soil Density-Excavation-Fill Material					
	0005	1010.50	REMOVAL OF UNSUITABLE MATERIAL	2500,000	CY	TOS	SG 09	CHURCHWELL
	0006	1011.00	WATER	96,000	MGAL			
	0007	1101.00	REMOVE PAVEMENT	24447,000	SY			
	0008	1101.25	SAWING PAVEMENT	2320,000	LF			
	0009	1106.00	REMOVE DRIVEWAY	3940,000	SY			
	0010	1107.00	REMOVE WALK	2317,000	SY			
	0011	1108.00	REMOVE COMBINATION CURB AND GUTTER	45,000	LF			
	0012	1910.16	CONSTRUCTION ENTRANCE	1,000	LS			
	0013	2021.05	REMOVE AND RESET MAILBOX	18,000	EACH			
	0014	4093.80	WALL MATERIALS	1471,000	SF	APL	NSS715	KRASON
GROUP 3	CC	0030.30	LEVELING PAD	328,000	LF	TOS	SG 13	CHURCHWELL
			Soil Density-Modular-Wall Backfill					
	0015	4095.12	Class R Aggregate					
			Interground/Blended Cement					
			Portland Cement Concrete					
	0016	8024.50	White Pigmented Cure Compound-Field User			TOS	SG 15, 16	MACKE
			SELECT GRANULAR BACKFILL FOR RETAINED EARTH STRU	50,000	CY	TOS/COT/COC	NSS715	LINDEMANN
	0017	1006.00	COVER CROP SEEDING	5,000	ACRE	TOS	SG 13	CHURCHWELL
	0018	1019.13	EROSION CONTROL, CLASS 1D	32,000	SY			
			Erosion Control, Class 1D					
	0019	1022.11	FABRIC SILT FENCE-LOW POROSITY	4024,000	LF	APL	NSS807	DONDLINGER
			Fabric Silt Fence-Low Porosity					
			MOBILIZATION	1,000	LS	APL	NSS809	DONDLINGER
			CRUSHED ROCK SURFACE COURSE	144,300	TON			
	GROUP 3	CC	0030.30	Crushed Rock Surface Course				
0021		2010.03	COMBINATION CONCRETE CLASS 47B-3500 CURB AND GL	280,000	LF	TOS	SG 06	MACKE
			COMBINATION CONCRETE CLASS 47B-3500 CURB AND GL					
0022		3014.11	Class R Aggregate					
			Hot Poured Joint Sealant-Field Use			TOS	SG 15, 16	MACKE
			Interground/Blended Cement			APL	SG 15, 20	BYRE
			Portland Cement Concrete			TOS	SG 14, 29	KRASON
			Portland Cement Concrete			TOS	SG 15, 16	KRASON
			Pref Expansion Jt Filler-Asphalt Type			APL	SG 15	KRASON
			White Pigmented Cure Compound-Field User			APL	SG 15, 16	KRASON
0023		3014.13	COMBINATION CONCRETE CLASS 47B-3500 CURB AND GL	140,000	LF	TOS	SG 15, 16	MACKE
			COMBINATION CONCRETE CLASS 47B-3500 CURB AND GL			APL	SG 15, 20	BYRE
			Class R Aggregate			TOS	SG 14, 29	KRASON
			Hot Poured Joint Sealant-Field Use			APL	SG 15, 16	KRASON
			Interground/Blended Cement			TOS	SG 15, 16	KRASON
0024	3016.03	White Pigmented Cure Compound-Field User	3562,000	SY	APL	SG 15, 16	KRASON	
		White Pigmented Cure Compound-Field User						
		CONCRETE CLASS 47B-3000 SIDEWALK 5"						
		Class R Aggregate			TOS	SG 15, 16	MACKE	
		Interground/Blended Cement			TOS	SG 14, 29	KRASON	
		Portland Cement Concrete			TOS	SG 15, 16	KRASON	
		Pref Expansion Jt Filler			APL	SG 15	KRASON	
		White Pigmented Cure Compound-Field User			APL	SG 15, 16	KRASON	
0025	3016.39	DETECTABLE WARNING PANEL	788,000	SF	APL	SP-122	KAREL	
		DETECTABLE WARNING PANELS						
		6" CONCRETE CLASS 47B-3500 BIKEWAY	6891,000	SY	APL	SP-122	KAREL	
		Class R 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 User			APL	SG 15, 16	KRASON	
0027	3017.58	BRICK PAVERS	137,000	SY	APL	SP-129	KRASON	
		BRICK PAVERS						
0028	3020.24	CONCRETE CLASS 47B-3500 DRIVEWAY	1631,000	SY	APL	SP-129	KRASON	
		CONCRETE CLASS 47B-3500 DRIVEWAY						
		Class R 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 User			APL	SG 15, 16	KRASON	
0029	3020.32	CONCRETE CLASS 47B-HE-3500 DRIVEWAY	516,000	SY	APL	SP-129	KRASON	
		CONCRETE CLASS 47B-HE-3500 DRIVEWAY						
		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 User			APL	SG 15, 16	KRASON	
0030	3075.42	9" CONCRETE PAVEMENT, CLASS 47B-3500	3572,000	SY	APL	SG 15, 16	KRASON	

State of Nebraska Department of Roads
Required Document List

Contract ID 4707
Control Number 42707 000
Project Number URB-5436(S)
Location CAPITAL AVE, WEBB-WHEELER, GRAND ISLAND
Type of Work GRAD CONC PAVE CULV WATER MAIN SANI SEED ELEC
Letting Date 10/23/2014
SG Version July 1, 2014

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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
SIR	Shipping Report

Group	Line Item Code	Description	Quantity	Unit	Acceptance Method	Reference Book	M&R Contact
		Class R Aggregate					
		Epoxy Resin Bonding System-Grade 3 R			TOS	SG 15, 16	MACKE
		Hardened Concrete			APL	SG 15, 20	KRASON
		Hot Poured Joint Sealant -Field Use R			TOS	SG 15	WEIGEL
		Interground/Blended Cement			APL	SG 15, 20	BYRE
		Portland Cement Concrete			TOS	SG 14, 29	KRASON
		Reinforcing Steel -Field Sample			TOS	SG 15, 16	KRASON
		Reinforcing Steel-(pretested) R			TOS/COT	SG 15, 16	KAREL
		White Pigmented Cure Compound-Field User			APL	SG 15, 16	KRASON
0031	3075.46	9" DOWELED CONCRETE PAVEMENT, CLASS 47B-3500	43680.000	SY			
		Class R Aggregate			TOS	SG 15, 16	MACKE
		Epoxy Resin Bonding System-Grade 3 R			APL	SG 15, 20	KRASON
		Hardened Concrete			TOS	SG 15	WEIGEL
		Hot Poured Joint Sealant -Field Use R			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) R			TOS/COT	SG 15, 16	KAREL
		White Pigmented Cure Compound-Field User			APL	SG 15, 16	KRASON
0032	4015.00	ADJUST MANHOLE TO GRADE	18.000	EACH			
		Class R Aggregate			TOS	SG 15, 16	MACKE
		Portland Cement Concrete			TOS	SG 15, 16	KRASON
0033	4020.25	CONCRETE DITCH LINING	10.000	SY			
		Class R 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 User			APL	SG 15, 16	KRASON
0034	7320.50	STREET NAME SIGN	28.000	EACH			
		White Pigmented Cure Compound-Field User			COC	SG 23	DONDLINGER
0035	7321.00	TYPE A SIGN	291.000	SF			
		White Pigmented Cure Compound-Field User			APL	SG 23	DONDLINGER
0036	7333.00	SIGN POST	39.000	EACH			
		White Pigmented Cure Compound-Field User			COC	PLANS	KAREL
0037	7380.25	BOLLARD	2.000	EACH			
		White Pigmented Cure Compound-Field User			APL	SG-23	DONDLINGER
0038	7500.60	ARROW, POLYUREA PAVEMENT MARKING, GROOVED	37.000	EACH			
		White Pigmented Cure Compound-Field User			APL	SG-23	DONDLINGER
0039	7515.04	4" WHITE POLYUREA PAVEMENT MARKING, GROOVED	3904.000	LF			
		Glass Beads-Thermo and Polyurea			COC	SG 23	DONDLINGER
		Polyurea Pavement Marking			APL	SG 23	DONDLINGER
0040	7515.12	12" WHITE POLYUREA PAVEMENT MARKING, GROOVED	50.000	LF			
		Glass Beads-Thermo and Polyurea			COC	SG 23	DONDLINGER
		Polyurea Pavement Marking			APL	SG 23	DONDLINGER
0041	7515.24	24" WHITE POLYUREA PAVEMENT MARKING, GROOVED	1010.000	LF			
		Glass Beads-Thermo and Polyurea			COC	SG 23	DONDLINGER
		Polyurea Pavement Marking			APL	SG 23	DONDLINGER
0042	7516.04	4" YELLOW POLYUREA PAVEMENT MARKING, GROOVED	13158.000	LF			
		Glass Beads-Thermo and Polyurea			COC	SG 23	DONDLINGER
		Polyurea Pavement Marking			APL	SG 23	DONDLINGER
0043	7516.12	12" YELLOW POLYUREA PAVEMENT MARKING, GROOVED	49.000	LF			
		Glass Beads-Thermo and Polyurea			COC	SG 23	DONDLINGER
		Polyurea Pavement Marking			APL	SG 23	DONDLINGER
0044	9009.79	TEMPORARY SURFACING 6"	2500.000	SY			
		Class R Aggregate			TOS	SG 15, 16	MACKE
		Portland Cement Concrete			TOS	SG 15, 16	KRASON
		White Pigmented Cure Compound-Field User			APL	SG 15, 16	KRASON
		Performance Graded Binder (64-22)			TOS	SG 02	BYRE
0045	9034.00	PREPARATION OF INTERSECTIONS AND DRIVEWAYS	2147.000	SY			
		Performance Graded Binder (64-28)			TOS	SG 10, 11	CHURCHWELL
0046	9111.00	WATER	179.000	MGAL			
0047	9170.00	EARTH SHOULDER CONSTRUCTION	124.240	STA			
0048	9173.20	SUBGRADE PREPARATION	47252.000	SY			
		Soil Density-Subgrade Preparation R			TOS	SG 10, 11	CHURCHWELL
0049	1010.00	SODDING	7791.000	SY			
		Soil Density-Subgrade Preparation R			TOS	SG 10, 11	CHURCHWELL
0050	W600.03	ADJUST VALVE BOX TO GRADE	16.000	EACH			
		Soil Density-Subgrade Preparation R			TOS	SG 15, 16	MACKE
0051	0030.40	MOBILIZATION	1.000	LS			
		Soil Density-Subgrade Preparation R			APL	SG 15, 16	KRASON
0052	1117.00	REMOVE MANHOLE	7.000	EACH			
		Soil Density-Subgrade Preparation R			TOS	SG 02	BYRE
0053	1119.00	REMOVE INLET	29.000	EACH			
		Soil Density-Subgrade Preparation R			TOS	SG 02	BYRE
0054	4002.00	CAST IRON COVER AND FRAME	22875.000	LB			
		Soil Density-Subgrade Preparation R			TOS	SG 10, 11	CHURCHWELL
0055	4004.80	STRUCTURAL STEEL FOR FACE ARMOR	5495.000	LB			
		Cast Iron Cover and Frame			COC	SG 25	KAREL
		Structural Steel for Substructure			COC	SG 20	KAREL
0056	4011.14	CURB INLET TYPE A	12.000	EACH			
		Class B Aggregate			TOS	SG 15, 16	MACKE
		Class E Aggregate			TOS	SG 15, 16	MACKE

State of Nebraska Department of Roads
Required Document List

Contract ID 4707
Control Number 42707 000
Project Number URB-5436(5)
Location CAPITAL AVE, WEBB-WHEELER, GRAND ISLAND
Type of Work GRAD CONC PAVE CULV WATER MAIN SAN SEED ELEC
Letting Date 10/23/2014
SG Version July 1, 2014

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Group	Line Item Code	Description	Quantity	Unit	Acceptance Method	Reference Book	M&R Contact
		Interground/Blended Cement			TOS	SG 14, 29	KRASON
		Portland Cement Concrete			TOS	SG 15, 16	KRASON
		White Pigmented Cure Compound-Field User			APL	SG 15, 16	KRASON
	0057	CURB INLET TYPE B	2,000	EACH	TOS	SG-16	KRASON
	0058	CURB INLET TYPE C	1,000	EACH	TOS	SG-16	KRASON
	0059	AREA INLET TYPE A	8,000	EACH	TOS	SG-16	KRASON
		Class R Aggregate			TOS	SG 15, 16	MACKE
		Interground/Blended Cement			TOS	SG 14, 29	KRASON
		Portland Cement Concrete			TOS	SG 15, 16	KRASON
	0060	AREA INLET TYPE B	8,000	EACH	TOS	SG 15, 16	KRASON
		Class R Aggregate			TOS	SG 15, 16	MACKE
		Interground/Blended Cement			TOS	SG 14, 29	KRASON
		Portland Cement Concrete			TOS	SG 15, 16	KRASON
	0061	RECONSTRUCT MANHOLE AT STATION 104+54	1,000	EACH	TOS	SG 15, 16	MACKE
		Class R Aggregate			TOS	SG 14, 29	KRASON
		Interground/Blended Cement			TOS	SG 15, 16	KRASON
		Portland Cement Concrete			TOS	SG 15, 16	KRASON
	0062	RECONSTRUCT MANHOLE AT STATION 143+37	1,000	EACH	TOS	SG 15, 16	KRASON
	0063	RECONSTRUCT MANHOLE AT STATION 154+74	1,000	EACH	TOS	SG 15, 16	KRASON
	0064	MANHOLE AT STATION 104+50 RT.	1,000	EACH	TOS	SG 15, 16	KRASON
		Class R Aggregate			TOS	SG 15, 16	MACKE
		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
	0065	MANHOLE AT STATION 105+86 LT.	1,000	EACH	TOS/COT	SG 15, 16	KAREL
		Class R Aggregate			TOS	SG 15, 16	MACKE
		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
	0066	MANHOLE AT STATION 109+58 LT.	1,000	EACH	TOS/COT	SG 15, 16	KAREL
		Class R Aggregate			TOS	SG 15, 16	MACKE
		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
	0067	MANHOLE AT STATION 110+74 RT.	1,000	EACH	TOS/COT	SG 15, 16	KAREL
		Class R Aggregate			TOS	SG 15, 16	MACKE
		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
	0068	MANHOLE AT STATION 113+00 LT.	1,000	EACH	TOS/COT	SG 15, 16	KAREL
		Class R Aggregate			TOS	SG 15, 16	MACKE
		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
	0069	MANHOLE AT STATION 113+43 RT.	1,000	EACH	TOS/COT	SG 15, 16	KAREL
		Class R Aggregate			TOS	SG 15, 16	MACKE
		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
	0070	MANHOLE AT STATION 117+36 RT.	1,000	EACH	TOS/COT	SG 15, 16	KAREL
		Class R Aggregate			TOS	SG 15, 16	MACKE
		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
	0071	MANHOLE AT STATION 118+25 LT.	1,000	EACH	TOS/COT	SG 15, 16	KAREL
		Class R Aggregate			TOS	SG 15, 16	MACKE
		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
	0072	MANHOLE AT STATION 115+33 RT.	1,000	EACH	TOS/COT	SG 15, 16	KAREL
		Class R Aggregate			TOS	SG 15, 16	MACKE
		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
	0073	MANHOLE AT STATION 121+47 RT.	1,000	EACH	TOS/COT	SG 15, 16	KAREL
		Class R Aggregate			TOS	SG 15, 16	MACKE
		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
	0074	MANHOLE AT STATION 121+71 LT.	1,000	EACH	TOS/COT	SG 15, 16	KAREL

State of Nebraska Department of Roads
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Control Number 42707 000
Project Number URB-5436(5)
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	0092	Portland Cement Concrete MANHOLE AT STATION 152+50 RT. Class R Aggregate	1,000	EACH	TOS	SG 15, 16	KRASON
	0093	Interground/Blended Cement Portland Cement Concrete MANHOLE AT STATION 154+74 RT. Class R Aggregate	1,000	EACH	TOS	SG 15, 16	MACKE
	0094	Interground/Blended Cement Portland Cement Concrete MANHOLE AT STATION 154+00 LT.	1,000	EACH	TOS	SG 14, 29	KRASON
	0095	MANHOLE AT STATION 155+75 LT.	1,000	EACH	TOS	SG 15, 16	KRASON
	0096	MANHOLE AT STATION 156+70 LT.	1,000	EACH	TOS	SG 15, 16	KRASON
	0097	MANHOLE AT STATION 202+68 LT.	1,000	EACH	TOS	SG 15, 16	KRASON
	0098	TAPPING EXISTING STRUCTURE	3,000	EACH	TOS	SG 15, 16	KRASON
	0099	TAPPING EXISTING PIPE Class R Aggregate	2,000	EACH	TOS	SG 15, 16	MACKE
	0100	Portland Cement Concrete REMOVE FLARED-END SECTION	1,000	EACH	TOS	SG 15, 16	KRASON
	0101	REMOVE SEWER PIPE	1431,000	LF	TOS/COT		
	0102	REMOVE STRUCTURE AT STATION 104+16 TWIN 12 X 4' X 1,000	1,000	EACH	TOS	SG 14, 29	KRASON
	0103	CLASS 47B-3000 CONCRETE FOR INLET AND JUNCTION BC 115,070 Class R Aggregate		CY	APL	SG 15, 16	KRASON
	0104	Interground/Blended Cement Portland Cement Concrete White Pigmented Cure Compound-Field User CLASS 47B-3000 CONCRETE FOR CONCRETE COLLARS Class R Aggregate	2,480	CY	TOS	SG 15, 16	MACKE
	0105	Interground/Blended Cement Portland Cement Concrete White Pigmented Cure Compound-Field User CLASS 47B-3000 CONCRETE FOR PIPE CULVERT PLUG Class R Aggregate	1,220	CY	TOS	SG 14, 29	KRASON
	0106	Interground/Blended Cement Portland Cement Concrete White Pigmented Cure Compound-Field User REINFORCING STEEL FOR INLET AND JUNCTION BOX Non-Shrink Grout X	6984,000	LB	APL	SG 20, 21	KRASON
	0107	Reinforcing Steel - Field Sample Reinforcing Steel(pretested) X REINFORCING STEEL FOR COLLARS Non-Shrink Grout X	133,000	LB	TOS/COT	SG 15, 16	KAREL
	0108	Reinforcing Steel - Field Sample 42" ROUND EQUIVALENT CONCRETE FLARED-END SECTIO	1,000	EACH	APL	SG 20, 21	KRASON
	0109	15" STORM SEWER PIPE TYPE C905 P.V.C.	92,000	LF	TOS/COT	SG 15, 16	KAREL
	0110	18" STORM SEWER PIPE TYPE C905 P.V.C.	123,000	LF	SR	SP-128	KAREL
	0111	CURB INLET SEDIMENT FILTER Curb Inlet Sediment Filter X	396,000	EACH	SR	SP-128	KAREL
	0112	CONCRETE HEADWALL AT STATION 103+84 DEWATERING	1,000	EACH	APL	SR-219	DONDLINGER
	0113	15" STORM SEWER PIPE, TYPE 1	2512,000	LF	TOS	SG-16	KRASON
	0114	Reinf Conc Sewer Pipe 15in-Class III	1365,000	LF	SR	SG 19	KAREL
	0115	Soil Density-Pipe Backfill X 18" STORM SEWER PIPE, TYPE 1	481,000	LF	TOS	SG 13	CHURCHWELL
	0116	Reinf Conc Sewer Pipe 18in-Class III 24" STORM SEWER PIPE, TYPE 1	1082,000	LF	SR	SG 19	KAREL
	0117	Soil Density-Pipe Backfill X Reinf Conc Sewer Pipe 24in-Class III	360,000	LF	TOS	SG 13	CHURCHWELL
	0118	Reinf Conc Sewer Pipe 30in-Class III 36" STORM SEWER PIPE, TYPE 1	493,000	LF	SR	SG 19	KAREL
	0119	Soil Density-Pipe Backfill X Reinf Conc Sewer Pipe 36in-Class III	2228,000	LF	TOS	SG 13	CHURCHWELL
	0120	Reinf Conc Sewer Pipe 42in-Class III 66" STORM SEWER PIPE, TYPE 1	36,000	LF	SR	SG 19	KAREL
	0121	12" STORM SEWER PIPE, TYPE 8 Soil Density-Pipe Backfill X	17,000	LF	SR	SG 19	KAREL
	0122	42" ROUND EQUIVALENT STORM SEWER PIPE, TYPE 1	248,000	LF	TOS	SG 13	CHURCHWELL

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GROUP 4A	V0123	0030.40	Reinf Conc Sewer Pipe 42in RE-Class III MOBILIZATION	1,000	LS	SR	SG 19	KAREL		
	0124	1117.00	REMOVE MANHOLE	10,000	EACH					
	0125	3010.46	REMOVE AND SALVAGE HYDRANT	3,000	EACH					
	0126	4910.25	DEWATERING	100,000	LF					
	0127	W100.11	1" CURB STOP	3,000	EACH	COC	SP-144	KAREL		
	0128	W100.12	2" CURB STOP	1,000	EACH	COC	SP-144	KAREL		
	0129	W100.25	VALVE BOX	10,000	EACH	COC	SP-144	KAREL		
	0130	W100.56	WET CUT-IN	2,000	EACH	COC	SP-144	KAREL		
	0131	W101.06	6" LINE STOP	1,000	EACH	COC	SP-144	KAREL		
	0132	W101.18	18" LINE STOP	1,000	EACH	COC	SP-144	KAREL		
	0133	W175.01	1" CORPORATION STOP	3,000	EACH	COC	SP-144	KAREL		
	0134	W175.09	2" CORPORATION STOP	1,000	EACH	COC	SP-144	KAREL		
	0135	W176.26	1" WATER SERVICE	35,000	LF	COC	SP-144	KAREL		
GROUP 4B	V0150	0030.40	Soil Density-Pipe Backfill 6" WATER MAIN PIPE D.I. MOBILIZATION	1,000	LB	COC	SP-133	KAREL		
	0137	W205.04	DUCTILE IRON FITTINGS, M.I.	1975,000	LB	COC	SG-19	KAREL		
	0139	W205.06	6" WATER MAIN PIPE D.I.	117,000	LF	COC	SG-19	CHURCHWELL		
	0140	W205.65	12" WATER MAIN RESTRAIN JOINT D.I.	100,000	LF	TOS	SG-13	CHURCHWELL		
	0141	W219.66	6" GATE VALVE AND BOX	2,000	EACH	COC	SG-19	KAREL		
	0142	W221.97	FIRE HYDRANT ASSEMBLY	3,000	EACH	COC	SP-144	KAREL		
	0143	W350.39	18" X 6" TAPPING SLEEVE AND VALVE	1,000	EACH	COC	SP-144	KAREL		
	0144	W350.46	18" X 12" TAPPING SLEEVE AND VALVE	1,000	EACH	COC	SP-144	KAREL		
	0145	W725.00	RECONNECT WATER SERVICE	4,000	EACH	COC	SP-144	KAREL		
	0146	W800.05	REMOVE GATE VALVE AND BOX	4,000	EACH					
	0147	W800.21	REMOVE WATER MAIN PIPE	658,000	LF					
	0148	W800.25	REMOVE POST INDICATOR VALVE	1,000	EACH	COC	SP-144	KAREL		
	0149	W910.00	TEMPORARY CORPORATION STOP	1,000	EACH	COC	SP-144	KAREL		
GROUP 4A	V0150	0030.40	Soil Density-Pipe Backfill 4" WATER MAIN PIPE D.I. MOBILIZATION	1,000	LB	COC	SP-133	KAREL		
	0151	4910.25	DEWATERING	4,000	EACH					
	0152	W100.56	WET CUT-IN	305,000	LF					
	0153	W175.01	1" CORPORATION STOP TEMPORARY	1,000	EACH	COC	SP-133	KAREL		
	0154	W200.04	DUCTILE IRON FITTINGS, M.I.	3300,000	LB	COC	SG-19	KAREL		
	0155	W205.04	4" WATER MAIN PIPE D.I.	70,000	LF	COC	SG-19	CHURCHWELL		
	0156	W205.06	6" WATER MAIN PIPE D.I.	39,000	LF	COC	SG-19	KAREL		
	0157	W205.08	8" WATER MAIN PIPE RESTRAINED D.I.	100,000	LF	TOS	SG-13	CHURCHWELL		
	0158	W205.12	12" WATER MAIN PIPE RESTRAINED D.I.	205,000	LF	TOS	SG-13	CHURCHWELL		
	0159	W221.97	FIRE HYDRANT	3,000	EACH	COC	SP-144	KAREL		
	0160	W350.39	18" X 6" TAPPING SLEEVE AND VALVE	1,000	EACH	COC	SP-144	KAREL		
	0161	W350.46	18" X 12" TAPPING SLEEVE AND VALVE	2,000	EACH	COC	SP-144	KAREL		
	0162	W350.47	18" X 4" TAPPING SLEEVE AND VALVE	1,000	EACH	COC	SP-144	KAREL		
0163	W350.48	18" X 8" TAPPING SLEEVE AND VALVE	1,000	EACH	COC	SP-144	KAREL			
0164	W750.11	TAPPING FIRE HYDRANT ASSEMBLY	2,000	EACH	COC	SP-144	KAREL			
0165	W800.05	REMOVE GATE VALVE AND BOX	2,000	EACH						
0166	W800.21	REMOVE WATER MAIN PIPE	398,000	LF						
GROUP 4B	V0167	0030.40	Soil Density-Pipe Backfill 8" WATER MAIN PIPE RESTRAINED D.I. MOBILIZATION	1,000	LB	COC	SP-133	KAREL		
	0168	4048.53	RECONSTRUCT 2" SANITARY SEWER FORCE MAIN	113,000	LF					
	0169	4741.12	12" FORCE MAIN (D.I.)	30,000	LF	COC	SG-19	KAREL		
	0170	W100.56	WET CUT-IN	1,000	EACH					
	0171	W200.04	DUCTILE IRON FITTINGS, M.I.	1025,000	LB	COC	SP-133	KAREL		
	0172	W800.09	REMOVE PLUG	3,000	EACH					
	GROUP 4B	V0173	0030.40	Soil Density-Pipe Backfill 15" P.V.C. SANITARY SEWER PIPE MOBILIZATION	1,000	LS				
		0174	4732.15	15" P.V.C. SANITARY SEWER PIPE	85,000	LF	COC	SP-128	KAREL	
		0175	4732.16	15" P.V.C. SANITARY SEWER PLUG	1,000	EACH	COC	SP-128	KAREL	
		0176	4732.18	18" P.V.C. SANITARY SEWER PIPE	136,000	LF	COC	SP-128	KAREL	
		0177	4732.19	18" P.V.C. SANITARY SEWER PLUG	1,000	EACH	COC	SP-128	KAREL	
		0178	4732.21	21" P.V.C. SANITARY SEWER PIPE	105,000	LF	COC	SP-128	KAREL	
		0179	4732.22	21" P.V.C. SANITARY SEWER PLUG	1,000	EACH	COC	SP-128	KAREL	
0180		4910.25	DEWATERING	326,000	LF					
GROUP 5		SE 0181	0030.50	MOBILIZATION	1,000	LS				
		0182	L001.03	SEEDING, TYPE C	5,000	ACRE				
		0183	L032.80	HYDROMULCH	8,000	TON				
		GROUP 8B	E 0184	0030.81	MOBILIZATION	1,000	LS			
			0185	1116.02	REMOVE CABLE	1235,000	LF			
0186	1136.04	REMOVE DETECTION CAMERA	1,000	EACH						

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	0187	7320.50	STREET NAME SIGN	6,000	EACH	APL	SG-21	KAREL
	0188	7390.02	RELOCATE SIGN	1,000	EACH	APL	SG-21	KAREL
	0189	A001.05	PULL BOX, TYPE PB-2	12,000	EACH	APL	SG-21	KAREL
	0190	A001.12	PULL BOX, TYPE PB-5	54,000	EACH	APL	SG-21	KAREL
	0191	A001.16	PULL BOX, TYPE PB-6	1,000	EACH	APL	SG-21	KAREL
	0192	A001.35	PULL BOX, TYPE FOR-27	6,000	EACH	APL	SG-21	KAREL
	0193	A001.36	PULL BOX, TYPE FOT-48	4,000	EACH	APL	SG-21	KAREL
	0194	A001.58	SPUCE CONDUIT	3,000	EACH	PMV	SG-21	KAREL
	0195	A002.35	GPS SIGNAL PREEMPTION SYSTEM	3,000	EACH	COC	SP-178	KAREL
	0196	A003.10	TRAFFIC SIGNAL, TYPE TS-1, T36	14,000	EACH	APL	SG-21	KAREL
	0197	A003.20	TRAFFIC SIGNAL, TYPE TS-1A, T31	6,000	EACH	APL	SG-21	KAREL
	0198	A004.15	TRAFFIC SIGNAL, TYPE TS-1B, T3X	4,000	EACH	APL	SG-21	KAREL
	0199	A004.22	TRAFFIC SIGNAL, TYPE TS-1LB, T49	5,000	EACH	APL	SG-21	KAREL
	0200	A005.50	TRAFFIC SIGNAL CONTROLLER, TYPE NIEMA	2,000	EACH	PMV	SG-21	KAREL
	0201	A006.14	PEDESTRIAN SIGNAL, TYPE PS-1, T19 Countdown Pedestrian Signal R	18,000	EACH	APL	SG 21	KAREL
	0202	A006.70	PEDESTRIAN PUSHBUTTON, TYPE PPB Pedestrian Signal R	18,000	EACH	APL	SG 21	KAREL
	0203	A006.84	PEDESTAL POLE, TYPE PP-10 Class R Aggregate	3,000	EACH	PMV COC	SP-174 SG-21	KAREL KAREL
	0204	A007.75	Portland Cement Concrete STREET LIGHTING UNIT, TYPE SL-D-40-12-0-40	45,000	EACH	APL	SG 15, 16	MACKE
	0205	A007.78	STREET LIGHTING UNIT, TYPE SL-D-30-12-0-40	7,000	EACH	COC	SG-21	KAREL
	0206	A010.07	LUMINAIRE, TYPE HPS-400	11,000	EACH	COC	SG-21	KAREL
	0207	A011.24	Class R Aggregate COMBINATION MAST ARM SIGNAL AND LIGHTING POLE, ~ 1,000 Non-Shrink Grout R	1,000	EACH	PMV	SG-21	KAREL
	0208	A011.65	Portland Cement Concrete Anchor Bolts for SLU & Combination Pole COMBINATION MAST ARM SIGNAL AND LIGHTING POLE, ~ 3,000 Class R Aggregate	3,000	EACH	COC	SG 21	KAREL
	0209	A012.05	Non-Shrink Grout R COMBINATION MAST ARM SIGNAL AND LIGHTING POLE, ~ 1,000 Portland Cement Concrete	1,000	EACH	TOS APL	SG 15, 16 SG 20, 21	MACKE KRASON
	0210	A012.08	Ground Rod R Anchor Bolts for SLU & Combination Pole COMBINATION MAST ARM SIGNAL AND LIGHTING POLE, ~ 1,000 Class R Aggregate	1,000	EACH	TOS APL	SG 15, 16 SG 20, 21	MACKE KRASON
	0211	A012.60	Non-Shrink Grout R COMBINATION MAST ARM SIGNAL AND LIGHTING POLE, ~ 3,000 Portland Cement Concrete	3,000	EACH	TOS APL	SG 15, 16 SG 20, 21	MACKE KRASON
	0212	A012.80	Ground Rod R Anchor Bolts for SLU & Combination Pole COMBINATION MAST ARM SIGNAL AND LIGHTING POLE, ~ 1,000 Class R Aggregate	1,000	EACH	TOS APL	SG 15, 16 SG 20, 21	MACKE KRASON
	0213	A012.90	Portland Cement Concrete Anchor Bolts for SLU & Combination Pole COMBINATION MAST ARM SIGNAL AND LIGHTING POLE, ~ 1,000 Class R Aggregate	1,000	EACH	TOS APL	SG 15, 16 SG 20, 21	MACKE KRASON

State of Nebraska Department of Roads
Required Document List

Contract ID 4707
Control Number 42707 000
Project Number URB-5496(S)
Location CAPITAL AVE, WEBB-WHEELER, GRAND ISLAND
Type of Work GRAD CONC PAVE CULV WATER MAIN SAN SEED ELEC
Letting Date 10/23/2014
SG Version July 1, 2014

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
M/A	M&R Approval
SG	Material Sampling Guide
SR	Shipping Report

Group	Line Item	Code Description	Quantity	Unit	Acceptance Method	Reference Book	M&R Contact
		Portland Cement Concrete					
		Ground Rod x					
		Anchor Bolts for SLU & Combination Pole					
		Combination MastArm Signal/Lighting Pole					
	0214	A014.76 SERVICE METER AND PEDESTAL	2.000	EACH	TOS	SG 15, 16	KRASON
	0215	A016.50 MAST ARM SIGNAL POLE, TYPE MP-30	1.000	EACH	COC	SG 21	KAREL
		Class R Aggregate					
		Non-Shrink Grout x					
	0216	A020.75 LIGHTING CONTROL CENTER	2.000	EACH	APL	SG 20, 21	KRASON
	0217	A070.13 2-INCH CONDUIT IN TRENCH	23297.000	LF	TOS	SG 15, 16	KRASON
		Buy America Cert-Producer/Supplier					
		Electrical Conduit x					
	0218	A070.18 3-INCH CONDUIT IN TRENCH	198.000	LF	MC	NSS106	KAREL
		Buy America Cert-Producer/Supplier					
		Electrical Conduit x					
	0219	A072.14 2-INCH CONDUIT UNDER ROADWAY	1840.000	LF	APL	SG 21	KAREL
		Buy America Cert-Producer/Supplier					
		Electrical Conduit x					
	0220	A074.90 CAT5E ETHERNET CABLE	5669.000	LF	MC	NSS106	KAREL
	0221	A077.18 7/C #14 AWG TRAFFIC SIGNAL CABLE	5739.000	LF	APL	SG 21	KAREL
		7/C #14 AWG Traffic Signal Cable					
	0222	A077.22 12/C #14 AWG TRAFFIC SIGNAL CABLE	127.000	LF	TOS	SG 21	KAREL
		12/C #14 AWG Traffic Signal Cable					
	0223	A077.30 20/C #14 AWG TRAFFIC SIGNAL CABLE	991.000	LF	TOS	SG 21	KAREL
	0224	A079.06 CAMERA DETECTOR CABLE	686.000	LF	TOS	SG 21	KAREL
	0225	A079.26 24 STRAND SINGLE MODE FIBER	6020.000	LF	TOS	SP-195	KAREL
	0226	A079.36 3/C #14 AWG, PEDESTRIAN PUSH BUTTON CABLE	1671.000	LF	COC	SP-175	KAREL
		3/C #14 AWG Pedestrian Push Button Cable					
	0227	A079.43 #8 GROUNDING CONDUCTOR	681.000	LF	TOS	SG 21	KAREL
		#8 Grounding Conductor					
	0228	A079.55 SERVICE CABLE #6	168.000	LF	TOS	SG 21	KAREL
		Service Cable No. 1 USE					
		Service Cable, No. 3 USE					
		Service Cable, No. 6 USE					
	0229	A079.60 STREET LIGHTING CABLE #6	502.000	LF	TOS	SG 21	KAREL
		Street Lighting Cable 1/2#6AWG CopperUSE					
	0230	A080.04 STREET LIGHTING CABLE, NO. 1/0 USE	212.000	LF	TOS	SG 21	KAREL
		Street Lighting Cable, No. 1/0 USE					
	0231	A080.10 STREET LIGHTING CABLE, NO. 2 USE	10306.000	LF	TOS	SG 21	KAREL
		Street Lighting Cable, No. 2 USE					
	0232	A080.15 STREET LIGHTING CABLE, NO. 4 USE	12224.000	LF	TOS	SG 21	KAREL
		Street Lighting Cable, No. 4 USE					
	0233	A080.23 STREET LIGHTING CABLE, NO. 6 BARE	106.000	LF	TOS	SG 21	KAREL
		Street Lighting Cable, No. 6 BARE					
	0234	A080.30 STREET LIGHTING CABLE, NO. 8 BARE	11265.000	LF	TOS	SG 21	KAREL
		Street Lighting Cable, No. 8 BARE					
	0235	A610.00 REMOVE TRAFFIC SIGNAL, COMPLETE	1.000	EACH	TOS	SG 21	KAREL
		Remove Traffic Signal, Complete					
	0236	A610.18 REMOVE PEDESTRIAN SIGNAL HEAD	4.000	EACH	TOS	SG 21	KAREL
		Remove Pedestrian Signal Head					
	0237	A611.12 REMOVE PEDESTRIAN PUSHBUTTON	4.000	EACH	TOS	SG 21	KAREL
		Remove Pedestrian Pushbutton					
	0238	A630.20 REMOVE PULL BOX	2.000	EACH	TOS	SG 21	KAREL
		Remove Pull Box					
	0239	A699.90 REMOVE COMBINATION POLE AND FOUNDATION	2.000	EACH	TOS	SG 21	KAREL
		Remove Combination Pole and Foundation					
	0240	A775.00 VEHICLE DETECTION SYSTEM (WMVDS A)	1.000	LS	TOS	SP-172	KAREL
		Vehicle Detection System (WMVDS A)					
	0241	A775.01 VEHICLE DETECTION SYSTEM (WMVDS B)	1.000	LS	TOS	SP-172	KAREL
		Vehicle Detection System (WMVDS B)					
	0242	A779.45 VIDEO DETECTION CAMERA	4.000	EACH	COC	SP-172	KAREL
		Video Detection Camera					
	GROUP 10	60243 0001.08 BARRICADE, TYPE II	39190.000	BDAY	APL	SG 23	KAREL
		Barricade Warning Lights Type C x					
		Reflective Sheeting x					
	0244	0001.10 BARRICADE, TYPE III	14549.000	BDAY	TOS	SG 23	DONDLINGER
		Barricade Warning Lights Type A x					
		Reflective Sheeting x					
	0245	0001.90 SIGN DAY	24610.000	EACH	APL	SG 23	KAREL
		Sign Day					
	0246	0001.99 CONTRACTOR FURNISHED SIGN DAY	7992.000	EACH	TOS	SG 23	DONDLINGER
		Contractor Furnished Sign Day					
	0247	0002.44 TEMPORARY PAVEMENT MARKING, TYPE PAINT	10000.000	LF	TOS	SG 23	DONDLINGER
		Temporary Pavement Marking, Type Paint					
	0248	0010.04 FIELD OFFICE	1.000	EACH	TOS	SG 23	DONDLINGER
		Field Office					
	0249	0020.00 TRAINING	2000.000	HR	TOS	SG 23	DONDLINGER
		Training					
	0250	0030.10 MOBILIZATION	1.000	LS	TOS	SG 23	DONDLINGER
		Mobilization					
	0251	9110.01 RENTAL OF LOADER, FULLY OPERATED	120.000	HR	TOS	SG 23	DONDLINGER
		Rental of Loader, Fully Operated					
	0252	9110.02 RENTAL OF MOTOR GRADER, FULLY OPERATED	120.000	HR	TOS	SG 23	DONDLINGER
		Rental of Motor Grader, Fully Operated					
	0253	9110.03 RENTAL OF DUMP TRUCK, FULLY OPERATED	120.000	HR	TOS	SG 23	DONDLINGER
		Rental of Dump Truck, Fully Operated					

State of Nebraska Department of Roads
Required Document List

Contract ID 4707
Control Number 42707 000
Project Number URB-5436(5)
Location CAPITAL AVE, WEBB-WHEELER, GRAND ISLAND
Type of Work GRAD CONC PAVE CULV WATER MAIN SAN SEED ELEC
Letting Date 10/23/2014
SG Version July 1, 2014

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
	0254	9110.07	RENTAL OF SKID LOADER, FULLY OPERATED	120.000	HOUR			
	0255	9110.27	RENTAL OF CRAWLER MOUNTED HYDRAULIC EXCAVATOR	50.000	HOUR			
	0256	1022.75	TEMPORARY SILT CHECK	500.000	LF	APL		DONDLINGER
	0257	1022.90	TEMPORARY SILT FENCE	500.000	LF	APL	NSS809	DONDLINGER
			BUY AMERICA CERTIFICATION			CC	SP-86	KAREL
			PERFORMED EXPANION JOINT			APL	SP-16	KRASON
			URETHANE SEALANT			APL	PLANS	BYRE

State of Nebraska Department of Roads
 Material Sampling and Testing Summary
 Contract ID 4707
 Control Number 42707 000
 Project Number URB-5436(S)
 Location CAPITAL AVE, WEBB-WHEELER, GRAND ISLAND
 Type of Work GRAD CONC PAVE CULV WATER MAIN SAN SEED ELEC
 Letting Date 10/23/2014
 MSG Version July 1, 2014

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.

EXHIBIT "A"

Group	Item Name	Item Code	Description	Quantity	Unit	Test Description	Number of Tests	Comments	Guidance
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GROUP 1 GRADING

0004	Excavation (Established Quantity)	1010.01	Soil Density-Excavation-Fill Material #	20760.000	CY	Lab Standard Proctor Test	1		
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0014	Wall Materials	4093.80	Soil Density-Modular Wall Backfill	1471.000	SF	Field Moisture Test	7	In-place moisture-density tests for each 1000 - 3000 CY, depending on soil type or as needed is indicated by changes in soil material.	CHURCHWELL SG 09
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0015	Leveling Pad	4093.12	Leveling Pad	328.000	LF	Field Density Test	2	In-place moisture-density tests for each 1000' or less and for each 1' in thickness or fraction thereof.	CHURCHWELL SG 13
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0016	Select Granular Backfill for Retained Earth Structure	8024.50	Soil Density-Select Granular Backfill #	50.000	CY	Lab Standard Proctor Test & Quality	1	Sample required if from a non-approved stock	KRASON SG 15, 16
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0021	Crushed Rock Surface Course	2010.03	Crushed Rock Surface Course	144.300	TON	Field Moisture Test	3	Gradation and Quality every 250 tons. Density/moisture every lift of aggregate placed.	CHURCHWELL SG 13
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0022	Combination Concrete Class 47B-3500 CURB AND GUTTER	3014.11	Combination Concrete Class 47B-3500 CURB AND GUTTER	280.000	LF	Sample for Quality	1	No sample required if source is Kerford or Martin Marietta @ Weeping Water OR Martin Marietta @ Fort Calhoun	MACKE SG-6
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0023	Hot Poured Joint Sealant-Field Use #	3014.13	Hot Poured Joint Sealant-Field Use #	140.000	LF	Sample for Quality	1	One sample per lot unless shipped from tested and approved stock	BYRE SG 15, 20
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0024	Concrete Class 47B-3000 Sidewalk 5"	3016.03	Concrete Class 47B-3000 Sidewalk 5"	3562.000	SY	Sample for Quality	1	Sample required if from a non-approved stock	KRASON SG 15, 16
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0026	6" Concrete Class 47B-3500 Bikeway	3016.71	6" Concrete Class 47B-3500 Bikeway	6891.000	SY	Sample for Quality	1	Sample required if from a non-approved stock	KRASON SG 15, 16
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0028	White Pigmented Cure Compound-Field Use #	3020.24	White Pigmented Cure Compound-Field Use #	1631.000	SY	Sample for Quality	1	Sample required if from a non-approved stock	KRASON SG 15, 16
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0029	Concrete Class 47B-HE-3500 Driveaway	3020.32	Concrete Class 47B-HE-3500 Driveaway	516.000	SY	Sample for Quality	1	Sample required if from a non-approved stock	KRASON SG 15, 16
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0030	9" Concrete Pavement, Class 47B-3500	3073.42	9" Concrete Pavement, Class 47B-3500	3572.000	SY	Sample for Quality	1	Sample required if from a non-approved stock	KRASON SG 15, 16
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	Hot Poured Joint Sealant-Field Use #		Hot Poured Joint Sealant-Field Use #			Pavement Cores	3	1 Core per 750ft per lane. 1P/CTC is responsible for getting testing lab to take and break the cores.	WEIGEL SG 15
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	Reinforcing Steel-Field Sample		Reinforcing Steel-Field Sample			Sample for Quality	1	2-6' samples unless from approved stock	KAREL SG 15, 16
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	White Pigmented Cure Compound-Field Use #		White Pigmented Cure Compound-Field Use #			Sample for Quality	1	One sample per lot unless shipped from tested and approved stock	BYRE SG 15, 20
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	White Pigmented Cure Compound-Field Use #		White Pigmented Cure Compound-Field Use #			Sample for Quality	1	Sample required if from a non-approved stock	KRASON SG 15, 16
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	Unconfined Compression Cylinder		Unconfined Compression Cylinder			Field Tech Tests	4	Air (every 300cy), Slump, Unit Weight, Yield, Cylinders...	MACKE SG 15, 16
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	Agg Free Moisture		Agg Free Moisture			Field Tech Tests	4		MACKE SG 15, 16
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	Sample for Quality		Sample for Quality			Sample for Quality	16		KRASON SG 15, 16
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	Sample for Quality		Sample for Quality			Sample for Quality	1		KRASON SG 15, 16
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	Sample for Quality		Sample for Quality			Sample for Quality	1		KRASON SG 15, 16
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	Sample for Quality		Sample for Quality			Sample for Quality	1		KRASON SG 15, 16
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	Sample for Quality		Sample for Quality			Sample for Quality	1		KRASON SG 15, 16
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	Sample for Quality		Sample for Quality			Sample for Quality	1		KRASON SG 15, 16
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	Sample for Quality		Sample for Quality			Sample for Quality	1		KRASON SG 15, 16
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	Sample for Quality		Sample for Quality			Sample for Quality	1		KRASON SG 15, 16
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	Sample for Quality		Sample for Quality			Sample for Quality	1		KRASON SG 15, 16
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	Sample for Quality		Sample for Quality			Sample for Quality	1		KRASON SG 15, 16
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	Sample for Quality		Sample for Quality			Sample for Quality	1		KRASON SG 15, 16
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	Sample for Quality		Sample for Quality			Sample for Quality	1		KRASON SG 15, 16
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	Sample for Quality		Sample for Quality			Sample for Quality	1		KRASON SG 15, 16
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	Sample for Quality		Sample for Quality			Sample for Quality	1		KRASON SG 15, 16
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	Sample for Quality		Sample for Quality			Sample for Quality	1		KRASON SG 15, 16
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	Sample for Quality		Sample for Quality			Sample for Quality	1		KRASON SG 15, 16
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	Sample for Quality		Sample for Quality			Sample for Quality	1		KRASON SG 15, 16
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	Sample for Quality		Sample for Quality			Sample for Quality	1		KRASON SG 15, 16
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	Sample for Quality		Sample for Quality			Sample for Quality	1		KRASON SG 15, 16
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	Sample for Quality		Sample for Quality			Sample for Quality	1		KRASON SG 15, 16
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	Sample for Quality		Sample for Quality			Sample for Quality	1		KRASON SG 15, 16
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	Sample for Quality		Sample for Quality			Sample for Quality	1		KRASON SG 15, 16
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	Sample for Quality		Sample for Quality			Sample for Quality	1		KRASON SG 15, 16
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	Sample for Quality		Sample for Quality			Sample for Quality	1		KRASON SG 15, 16
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	Sample for Quality		Sample for Quality			Sample for Quality	1		KRASON SG 15, 16
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	Sample for Quality		Sample for Quality			Sample for Quality	1		KRASON SG 15, 16
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	Sample for Quality		Sample for Quality			Sample for Quality	1		KRASON SG 15, 16
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	Sample for Quality		Sample for Quality			Sample for Quality	1		KRASON SG 15, 16
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	Sample for Quality		Sample for Quality			Sample for Quality	1		KRASON SG 15, 16
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	Sample for Quality		Sample for Quality			Sample for Quality	1		KRASON SG 15, 16
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	Sample for Quality		Sample for Quality			Sample for Quality	1		KRASON SG 15, 16
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	Sample for Quality		Sample for Quality			Sample for Quality	1		KRASON SG 15, 16
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	Sample for Quality		Sample for Quality			Sample for Quality	1		KRASON SG 15, 16
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	Sample for Quality		Sample for Quality			Sample for Quality	1		KRASON SG 15, 16
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	Sample for Quality		Sample for Quality			Sample for Quality	1		KRASON SG 15, 16
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	Sample for Quality		Sample for Quality			Sample for Quality	1		KRASON SG 15, 16
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	Sample for Quality		Sample for Quality			Sample for Quality	1		KRASON SG 15, 16
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	Sample for Quality		Sample for Quality			Sample for Quality	1		KRASON SG 15, 16
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	Sample for Quality		Sample for Quality			Sample for Quality	1		KRASON SG 15, 16
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	Sample for Quality		Sample for Quality			Sample for Quality	1		KRASON SG 15, 16
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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 MDR for verification testing.

EXHIBIT "A"

Group	Line Item	Item Code	Description	Quantity	Unit	Test Description	Number of Tests	Comments
	0031	3075.46	9" DOWELED CONCRETE PAVEMENT, CLASS 47B-3500	4380.000	SY			Guidance
			Assume: 4 Pours					
		3640	CY			Agg Free Moisture	4	
		34	Paving Units			Field Tech Tests	4	
			Hot Poured Joint Sealant-Field Use II			Unconfined Compression Cylinder	16	Air/very 300y), Slump, Unit Weight, Yield, Cylinders...
			Reinforcing Steel Field Sample			Field Tech Tests	4	
			White Pigmented Cure Compound-Field Use II			Unconfined Compression Cylinder	16	One sample per lot unless shipped from approved stock
			ADJUST MANHOLE TO GRADE			Pavement Cores	34	1 Core per 750ft per lane. 1P/M/C in responsible for getting testing lab to take and break the core.
			Assume: Poured with others			Sample for Quality	1	
	0032	4015.00		18.000	EACH	Sample for Quality	1	2-6' samples unless from approved stock
			Assume: Poured with others			Sample for Quality	1	Sample required if from a non-approved stock
			Assume: 1 Pour			Agg Free Moisture	1	
	0044	9009.79	TEMPORARY SURFACING 6"	2500.000	SY	Sample for Quality	1	Sample required if from a non-approved stock
			White Pigmented Cure Compound-Field Use II			Field Tech Tests	1	
		140	CY			Unconfined Compression Cylinder	4	Air/very 300y), Slump, Unit Weight, Yield, Cylinders...
			Assume: 1 Per Agg			Sample for Quality	1	
			Assume: 275 Tons Asphalt			Asphalt Mix Design	1	
			Assume: 275/750 -1 Tests			Asphalt Mixture Testing	1	
	0048	9173.20	SUBGRADE PREPARATION	47252.000	SY	Density Test	1	
			Soil Density-Subgrade Preparation II			Lab Standard Proctor Test	1	
			Assume: 1 per location/7 locations			Field Density Test	7	
			Assume: 4011.14			Field Moisture Test	7	In-place moisture-density tests for each 1000' or less, depending on soil type or as needed is indicated by changes in soil material.
	0056	4011.14	CURB INLET TYPE A	12.000	EACH	Sample for Quality	1	2-6' samples unless from approved stock
			Assume: Poured with others					
	0057	4011.15	CURB INLET TYPE B	2.000	EACH			
			Assume: Precast					
	0058	4011.16	CURB INLET TYPE C	1.000	EACH			
			Assume: Precast					
	0059	4011.60	AREA INLET TYPE A	8.000	EACH			
			Assume: Precast					
	0060	4011.61	AREA INLET TYPE B	8.000	EACH			
			Assume: Precast					
	0061	4015.50	RECONSTRUCT MANHOLE AT STATION 104+54	1.000	EACH			
			Assume: Poured with others					
	0062	4015.51	RECONSTRUCT MANHOLE AT STATION 143+37	1.000	EACH			
			Assume: Poured with others					
	0063	4015.52	RECONSTRUCT MANHOLE AT STATION 154+74	1.000	EACH			
			Assume: Poured with others					
	0064-0097	Varies	MANHOLES	34.000	EACH			
			Assume: Precast					
	0098	4018.00	REINFORCING STEEL - FIELD SAMPLE TAPPING EXISTING STRUCTURE	3.000	EACH	Sample for Quality	1	
			Assume: Precast					

GROUP 4 CULVERTS

State of Nebraska Department of Roads
Material Sampling and Testing Summary

Contract ID 4707
Contract Number 42707 000

Project Number URB-5436(5)
Location CAPITAL AVE, WEBB-WHEELER, GRAND ISLAND
Type of Work GRAD CONC PAVE CULV WATER MAIN SAN SEED ETC

Letting Date 10/23/2014
MSG Version July 1, 2014

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.

EXHIBIT "A"

Group	Line Item	Item Code	Description	Quantity	Unit	Test Description	Number of Tests	Comments	Guidance
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	0099	Assume: Poured with others	TAPPING EXISTING PIPE	2,000	EACH				
	0103	Assume: Poured with others	CLASS 47B-3000 CONCRETE FOR INLET AND JUNCTION BOX	115,070	CY				
	0104	Assume: Poured with others	CLASS 47B-3000 CONCRETE FOR CONCRETE COLLARS	2,480	CY			Sample required if from a non-approved stock	
	0105	Assume: Poured with others	CLASS 47B-3000 CONCRETE FOR PIPE CULVERT PLUG	1,220	CY			Sample required if from a non-approved stock	
	0106	4155.50	White Pigmented Cure Compound-Field Used REINFORCING STEEL FOR INLET AND JUNCTION BOX	6984.000	LB	Sample for Quality	3	Sample required if from a non-approved stock	
	0107	4157.00	Reinforcing Steel - Field Sample REINFORCING STEEL FOR COLLARS	133,000	LB	Sample for Quality	3	2-6' samples unless from approved stock	
	0112	4900.26	CONCRETE HEADWALL AT STATION 103+84	1,000	EACH	Sample for Quality	1	2-6' samples unless from approved stock	
	0122	Assume: Poured with others	PIPE	6310,000	LF				
	0155-0158	Assume: 1 per location/9 locations	WATER MAIN PIPE	414,000	LF	Lab Standard Proctor Test	1	In-place moisture-density tests for each 1000' or less, depending on soil type or as needed its indicated by changes in soil material.	
	0203	Assume: 1 per location/1 locations	PEDESTAL POLE, TYPE PP-10	3,000	EACH	Field Density Test	1		
	0207-0213	Assume: Poured with others	COMBINATION MAST ARM SIGNAL AND LIGHTING POLE	11,000	EACH	Field Density Test	1		
	0215	Assume: Poured with others	MAST ARM SIGNAL POLE, TYPE MP-30	1,000	EACH	Field Density Test	1		
	0217-0219	Assume: Poured with others	CONDUIT	25335,000	LF				
	0227	A029.48	#8 GROUNDING CONDUCTOR	681,000	LF	1 - 2' sample for each lot or batch, 3 Types	3	Unless Underwriters Laboratory or Intertek testing services (ETI) approved, if UL or ETL label is attached and physical dimensions are correct, the conduit may be accepted.	
	0228-0234	Varies	#8 Grounding Conductor	55686,000	LF	Sample for Quality	1	1 - 1' sample for each cable type per lot, 1 Type	
	0233	0001.08	Electrical Cable	39190,000	BDAY	1 - 4' sample for each cable type per lot, 14 Types	14	If requested by the Materials and Research Division a manufacturer's certified test report may also be required.	

State of Nebraska Department of Roads
Material Sampling and Testing Summary

Contract ID 4277
Control Number 42707 000
Project Number UR8-5436(S)
Location CAPITAL AVE, WEBB-WHEELER, GRAND ISLAND
Type of Work GRAD CONC PAVE CULV WATER MAIN SAN SEED ELEC
Letting Date 10/23/2014
MSG Version July 1, 2014

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.

EXHIBIT "A"

Group	Line Item	Item Code	Description	Quantity	Unit	Test Description	Number of Tests	Comments
	0244	0001.10	Reflective Sheeting II BARRICADE, TYPE III	14549.000	BDAY	Reflectivity Test	35	1 of every 5, or a minimum of two of each type
	SG 23	DONDLINGER						Guidance
	SG 23	DONDLINGER					13	1 of every 5, or a minimum of two of each type

Concrete Calculations	
Conversion Factor	Totals
47B-3500 and 47B-3000	CY
CLASS B	0.806
CLASS E	0.3618
CLASS B	CY Agg/CY PCC
CLASS E	0.3618
CLASS B	CY Agg/CY PCC
CLASS E	0.3618
1PF Cement	564
1PF Cement	lbs/CY PCC
Agg/Cement Sampling & Testing Totals	Tons
1PF Cement	1358.59

Agg/Cement Sampling & Testing Totals	
CLASS B	1.3
CLASS B	tons/CY Agg
CLASS B	5047.99
CLASS B Gradation	Tons
CLASS B Quality	3
One Test every 2000 tons	3
MSG 15, 16	MACKE
CLASS B Gradation	Tons
CLASS E Gradation	2178.80
CLASS E Quality	3
One Test every 1000 tons	3
MSG 15, 16	MACKE
CLASS E Quality	1
One Test every 3000 tons; NDR will test these samples	1
1PF Cement Sample	2
One test every 750 tons; NDR will test these samples	2
MSG 15, 16	KRASON

The aggregate sampling estimates assume that "traditional" 47B agg mix is being used.

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

FEES AND PAYMENTS

EXHIBIT "B"

- A. **Payment Method.** Payment under this agreement will be made based on Actual Costs plus a Fixed Fee for profit.
- B. **Total Agreement Amount.** For performance of the services as described in this agreement, the Consultant will be paid a fixed-fee-for-profit of \$69,440.92 and up to a maximum amount of \$533,401.18 for actual costs as defined in paragraph "H" of this section. The total agreement amount is \$602,842.10 The Consultant's compensation shall not exceed this maximum amount without prior written approval of the LPA.
- C. **Ineligible Costs.** The LPA is not responsible for costs incurred prior to the Notice-to-Proceed date or after the completion deadline date set out in the NOTICE TO PROCEED AND COMPLETION section of this agreement or as provided in a written time extension notification.
- D. **Federal Cost Principles.** For performance of Services under the terms of this agreement, the Consultant will be paid as authorized for each specific Task Order, subject to the terms of this agreement and all requirements and limitations of the federal cost principles contained in the Federal Acquisition Regulation (48 CFR 31).
- E. **Federal-aid.** (2-1-12) LPA will not make payments directly to Consultant for services performed under this agreement. Instead, the State will serve as a paying agent for LPA, and will pay Consultant directly for properly submitted and approved invoices using both LPA and Federal funds based on the applicable project federal cost participation percentage. The following process shall apply whenever the LPA, the State or the FHWA determines that certain costs, previously paid to Consultant, should not have been paid with federal funds by the State to Consultant. Consultant shall immediately repay the State the federal share of the previously paid amount and may invoice LPA for the costs repaid to the State. LPA shall promptly pay the full amount of the invoice from its own funds unless LPA, in good faith, disputes whether the Consultant is entitled to the payment under the agreement or the amount of the invoice. In the event of a dispute between LPA and Consultant, the dispute resolution process of Section 18 herein shall be used by the parties.
- F. **Subconsultant Over-runs and Under-runs.** The Consultant shall require any subconsultant to notify Consultant if at any time the subconsultant determines that its costs will exceed its negotiated fee estimate. The Consultant shall not allow any

subconsultant to exceed its negotiated fee estimate without prior written approval of the LPA. The Consultant understands that the amount of any subconsultant cost under-run will be subtracted from the total compensation to be paid to Consultant under this agreement, unless prior written approval is obtained from the LPA and, when applicable, FHWA.

G. **Out of Scope Services and Consultant Work Orders.** The LPA may request that Consultant provide services that, in the opinion of Consultant, are in addition to or different from those set out in the Scope of Services. When the LPA decides that these services require an adjustment in costs, the Consultant shall: (a) describe the proposed services, (b) provide an explanation why Consultant believes that the proposed services are not within the original scope of services and additional work effort is therefore required, and (c) estimate the cost to complete the services. Consultant must receive written approval from the LPA before proceeding with the out-of-scope services. Before written approval will be given by the LPA, the LPA must determine that the situation meets the following criteria:

- That the additional work is beyond the scope of services initially negotiated with Consultant; and
- That the proposed services are within the scope of the Request for Proposal under which Consultant was selected and contract entered into; and
- That it is in the best interest of the LPA that the services be performed under this agreement.

Once the need for a modification has been established, a supplemental agreement will be prepared.

If the additional work requires the Consultant to incur costs prior to execution of a supplemental agreement, the LPA shall use the process set out below:

- The Consultant Work Order (CWO) – DR Form 250 shall be used to describe and provide necessary justification for the additional the scope of services, effort, the deliverables, modification of schedule, and to document the cost of additional services. The CWO form is available on the Department of Roads website at www.roads.nebraska.gov/aff/lpa-guide-man.htm#forms4. The CWO must be executed to provide authorization for the additional work and to specify when that work may begin. This agreement will be supplemented after one or more CWOs have been authorized and approved for funding.

H. **Payments.** Payment for work under this agreement will be made based on actual costs plus a fixed fee for profit. Actual costs include direct labor costs, direct non-labor costs, and overhead costs.

(1) Direct Labor Costs are the earnings that individuals receive for the time they are working directly on the project.

(a) Hourly Rates: For hourly employees, the hourly earnings rate shall be the employee's straight time hourly rate for the pay period in which the work was performed.

For salaried employees, the hourly earnings rate shall be their actual hourly rate as recorded in the Consultant's accounting books of record.

(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. 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) Direct Non-Labor Costs: These costs include all necessary, actual, and allowable costs related to completing the work under the 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; special insurance premiums if required solely for this agreement; and such other allowable items.

A non-labor cost charged as a direct cost cannot be included in the Consultant's overhead rate. If for reasons of practicality, the consultant is treating a direct non-labor cost category, in its entirety, as an overhead cost, then costs from that category are not eligible to be billed to this project as a direct expense.

Consultant shall submit to the LPA an invoice or billing itemizing all direct non-labor costs claimed for work under this agreement, and all supporting receipts or invoices.

The State, on behalf of the LPA, will pay the Consultant for all necessary, allowable, eligible and properly documented direct non-labor costs related to the work under this agreement.

The following expenses will be reimbursed at actual costs, not to exceed the rates as shown below.

(a) The reimbursement for mileage associated with the use of company 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 LPA 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 Consultant and its 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 Consultant 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.

Project No. URB-5436(5)
Control No. 42707
Capital Avenue – Webb – Wheeler

EXHIBIT "B"
Sheet 4 of 7

(3) Overhead Costs include indirect labor costs, indirect non-labor costs, and direct labor

additives that are allowable in accordance with 48 CFR 31. Overhead costs are to be allocated to the project as a percentage of direct labor costs. The Consultant will be allowed to charge the project using its actual allowable overhead rate. Overhead rate increases which occur during the project period will not be cause for an increase in the maximum amount established in this agreement.

- I. **Fee for Profit (Actual Cost Plus Fixed Fee).** The Fixed Fee for Profit was computed upon the negotiated direct labor and overhead costs. The Fee for Profit is not allowable upon direct non-labor costs. For monthly or progress invoices, the Fee for Profit is calculated by multiplying the sum of the direct labor and overhead costs billed by the negotiated Fee for Profit Rate of "%". Upon completion of the work under this agreement, the Consultant shall invoice the LPA any remaining Fixed Fee for Profit. If all of the work under this agreement is not completed for any reason, fixed fee for profit will be adjusted based on the LPA's determination of the actual percentage of work completed.

- J. **Invoices and Progress Reports.** The Consultant shall submit invoices to the LPA no more frequently than at monthly intervals and in accordance with the "LPA Reimbursement Procedures" which can be found on the State's website at: <http://www.roads.nebraska.gov/gov-aff/la-guide-man.html#policies4>. The invoices must present actual direct labor, actual overhead, actual direct non-labor costs, as well as the Fee for Profit based upon the actual direct labor and overhead costs 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 include a completed "Cost Breakdown Form" (see State's webpage at <http://www.roads.nebraska.gov/gov-aff/la-guide-man.html>) and 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 LPA
4. Percent of work completed to date

Consultant shall submit a progress report monthly even if Consultant does not submit a monthly invoice.

K. **Progress Payments.** Payments will not be made unless the monthly progress reports

provide adequate substantiation for the work and the LPA and the State determine that the work has been properly completed. The State, on behalf of the LPA, will make a reasonable effort to pay the Consultant within 30 days of receipt of the Consultant invoices.

L. **Final Invoice and Payment.** Upon completion of the work under this agreement, the

Consultant shall submit their final invoice to the State identifying it as the final invoice. The Consultant shall review the overhead costs billed to-date to determine if the overhead rates used on the progress billings match the actual allowable rate applicable to the time period that the labor was incurred. If cost adjustments are necessary, they should be reflected on the final invoice. If a particular year's actual overhead has not yet been computed or approved by the State, the most recent years accepted rate should be applied. Upon determination by the LPA and the State that the work was adequately substantiated and completed in accordance with this agreement, payment will be made in the amount of the approved final invoice. The acceptance by the Consultant of the final payment will constitute and operate as a release to the LPA and the State for all claims and liability to the Consultant, 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.

L. **Agreement Close-Out.** After the Consultant submits their final invoice, the Consultant must complete and submit DR Form 39a – Notification of Completion Pre-letting Consultant Professional Services. The form must be submitted electronically in accordance with the instructions on the form. DR Form 39a is available on the Department of Roads website at <http://www.roads.nebraska.gov/go/aff/lpa-guide-man.html#forms4>

N. **Audit and Final Cost Adjustment.** Upon acceptance by the LPA and the State, the State, or its authorized representative, may complete an audit review of the payments made under this agreement. The Parties understand that the audit may require an adjustment of the payments made under this agreement. The Consultant agrees to reimburse the State for any overpayments identified in the audit review, and State agrees to pay Consultant for any identified underpayments.

O. **Consultant Cost Record Retention.** The Consultant 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 and project closeout by the State. Such materials must be available for inspection by the LPA, State, FHWA, or any authorized representative of the federal government, and when requested, the Consultant shall furnish copies.

Project No. URB-5436(5)
Control No. 42707
Capital Avenue – Webb – Wheeler

EXHIBIT "B"
Sheet 7 of 7

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

Project No. URB-5436(5)
Control No. 42707
Capital Avenue, Webb - Wheeler

Exhibit "C"
Page 2 of 3

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.

RESOLUTION 2015-144

WHEREAS, the City of Grand Island is developing a transportation project for which it intends to obtain Federal funds; and

WHEREAS, the City of Grand Island as a sub-recipient of Federal-Aid funding is charged with the responsibility of expending said funds in accordance with Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of the Federal-aid project; and

WHEREAS, the City of Grand Island and Olsson Associates wish to enter into a Professional Construction Engineering Services Agreement Supplemental No. 1 to provide construction engineering services for the Federal-aid project; and

WHEREAS, Olsson Associates will be paid a fixed-fee-for-profit of \$69,440.92 and up to a maximum amount of \$533,401.18 for actual costs in accordance with Exhibit "A", with a total amount of \$602,842.10.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized and directed to sign the attached Professional Construction Engineering Services Agreement Supplemental No. 1 between the City of Grand Island and Olsson Associates of Grand Island, Nebraska.

NDOR Project No.: URB-5436(5)
NDOR Control No.: 42707
NDOR Project Description: Capital Avenue, Webb Rd – Broadwell Ave

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 9, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
June 5, 2015	☒ City Attorney