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

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

WITNESSETH:

entitled "Professional Services Task Order" WHEREAS, on February 24, 2015 the parties entered into an agreement BK151

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

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

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

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

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

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

engineering services in the State of Nebraska, and requirements of the Nebraska Board of Engineers and Architects to provide consultant WHEREAS, the Consultant is qualified to do business in Nebraska and has met <u>a</u>

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

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

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

Federal-Aid Projects; hereinafter referred to accordance with the terms and conditions of the Nebraska LPA Guidelines Manual for WHEREAS, the LPA and Consultant intend that these Services be completed as LPA Manual (See definition in Section 1), and

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, Consultants primary contact person for LPA will be LPA's representative,

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

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

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

SECTION 1. DEFINITIONS

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

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

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

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 Administration (FHWA) that sets out the requirements for local federal-aid projects to be eligible for Federal-Aid Projects. "LPA MANUAL" shall mean the Nebraska Department of Roads' LPA Guidelines Manual The LPA Manual is a document approved by the Federal Highway

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

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 9 Department of Transportation on federally funded transportation projects sponsored by authorized representative. means the Nebraska Department of Roads in Lincoln, Nebraska, its The State represents the interests of the United States Director,

Transportation, "FHWA" means the Federal Highway Administration, United States Department Washington, D.C. 20590, acting through its authorized representatives 9

acting through its authorized representatives DOT" means the United States Department of Transportation, Washington, D.C. 20590

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

ᅙ intentions as originally existed have changed and that the agreement as contemplated herein is be renounced and deserted for as long in the future as can be foreseen To "ABANDON" the agreement means that the LPA has determined that conditions

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

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

SECTION 2 THIS SECTION HAS INTENTIONALLY BEEN LEFT BLANK

SECTION 3. THIS SECTION HAS INTENTIONALLY BEEN LEFT BLANK

SECTION 4. TERM OF THE AGREEMENT

representative, agreement becomes effective on the date it is signed by the LPA and will end upon: 으 an audit review or (2) the final completion of an audit review by the State and the resolution of all issues identified in the audit report

SECTION 5. SCOPE OF SERVICES

following process: incorporated herein and made a part hereof by this reference. contained within the "General Scope of Services" set out below. that the Scope of Services for this work will be in two parts. Part one of the Scope of Services is accordance with all federal-aid reimbursement requirements and conditions. Consultant understands that the Services provided by Consultant must be completed in ß. set out on the document attached hereto as Exhibit "A", which is hereby fully Exhibit "A" is the result of the Part two of the Scope of Consultant agrees

- Ξ LPA provided Consultant with a document describing the detailed proposed Scope of Services for this project
- \mathfrak{D} revisions to LPA's detailed Scope of Services document Consultant made necessary and appropriate proposed additions, deletions, and
- \odot Proposal document, which is attached as Exhibit "A" proposed and Consultant together reviewed the proposed Scope of Services, the and negotiated the final detailed Scope of Services and Fee

Consultant agrees to provide the services listed on Exhibit "A" for Project. URB-5436(5), Control the Manuals (definition below), State and Federal law, rule or regulation and policy. The by the contractor in compliance with the Construction Contract Documents (definition below), monitor, inspect, measure, manage, document and report so that LPA's project is constructed necessary and the costs reasonably estimated for Consultant Services to adequately observe 42707, in Hall County, Nebraska Consultant and LPA have agreed that Exhibit "A" sets out the Services

General Scope of Services:

federal-funding project eligibility questions, issues and concerns orders; and all project communications, including any necessary communication regarding plans; progress computations; final computations; preparing contractor change orders and work testing during project construction; monitoring environmental commitments; preconstruction conference; construction staking: project inspection; construction engineering; pre-construction staking; traffic control plans; The Consultant services generally include, but are not limited to: project management; materials sampling conducting the preparing as-built and

construction of LPA's Federal-Aid project. NDOR (Current Edition)], change orders Consultant shall review and have a working knowledge of the project plans, speci specifications [the Standard Specifications for Highway Construction and all other project related contract documents The project plans, special provisions, standard

Agreement No.

referred Construction (2007 Edition). Consultant shall assume that it is responsible for all duties of the as those terms are defined and duties set out in the Standard Specifications for Highway and also "Engineer" agreement, as if they were fully set forth herein, and collectively, may be referred to as the specifications, and other contract documents are hereby incorporated by reference into this Engineer" unless notified otherwise by RC on behalf of LPA to in the NDOR Construction Manual as "Construction Technician"); "Project Manager;" Contract Documents. (unless the context of use of the term "Engineer" would otherwise require), Consultant shall assume the duties of "Inspector," (also

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

- (1) NDOR Construction Manual Current Edition
- (2) Materials Sampling Guide (NDOR)
- (3) Standard Methods of Tests 2006 (NDOR)
- (4) The LPA Manua
- (5) The Manual on Uniform Traffic Control Devices
- Sampling and Testing AASHTO Standard Specifications for Transportation Materials and Methods 으
- (7) The ASTM Standards
- (8) NDOR Final Review Manual

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

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

phase recordkeeping system for Services under this contract of construction to inspect, observe, monitor, measure, manage, document and report on The Consultant shall be present at the project site when appropriate for each applicable The Consultant is required to use Trans∙Port SiteManager as the construction

the progress of the work or as otherwise specially agreed to by the LPA

of the work and shall advise the RC about observed or measured deficiencies in the work the Consultant shall keep the Owner's RC informed about the progress and quality of the portion Manuals specify sequencing of work, equipment requirements, or other construction methods and methods of construction. To the extent the Construction Contract Documents and the The Parties understand that the Consultant is not responsible for the Contractor's means

Additional Requirements:

- ➣ Enterprise (DBE) working on the project is in need of assistance. The Consultant shall advise the LPA when it appears any Disadvantaged Business
- Œ The Consultant shall make every effort to assist the Contractor or any Subcontractor Construction Contract Documents, or the Manuals in interpreting Project Plans, Special Provisions, Standard Specifications, other
- Ω requirements of the Construction Contract Documents. project that need to be tested, sampled or inspected to verify conformance to the prior date (1) when contract work begins or when materials are delivered to the unless project work has not begun at the site; or, with at least 24 hours notice, at any beginning on the date specified in the LPA's notice to proceed to the contractor The Consultant will be present at the project site or available at LPA's Offices
- Ō The Consultant will promptly review and approve or reject all construction work on compliance or funding eligibility. the project, with the right, but not the duty, for the State and FHWA to review for
- Ш conform to the contract documents action to reject or cause Contractor to remedy the work or materials that do not All reports of field tests performed by the Consultant will be submitted weekly to the Representative (two copies). Consultant will take prompt and appropriate

- Ţ contemplated in this agreement. The Consultant shall comply with all Federal, State and local laws, rules or regulations, policies or procedures, and ordinances applicable to the work
- G understand that federal reimbursement of extra compensation must be approved Project time delays attributed solely to the Contractor will constitute a basis for advance as described in the Fees and Payments Section of this agreement request for an equivalent extension of time for the Consultant. The Parties Ξ.
- Ξ are not covered by NDOR procedures must receive prior concurrence request that LPA decide what testing type, method or frequency should be applied NDOR and FHWA. for this project. testing issues or situations that are not covered in the Construction Contract The sampling and testing type, method and frequency must be completed by (www.dor.state.ne.us), and the Construction Contract Documents. **Materials** Consultant according to the current State of Nebraska Manuals, including the Sampling Guide and the State Standard Methods of Tests or the Manuals, Consultant shall notify LPA, provide its advice and Any test methods or procedures that are proposed to be used and For sampling for use from

SECTION 6. STAFFING PLAN

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

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

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

NEW EMPLOYEE WORK ELIGIBILITY STATUS

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

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

- website at www.transportation.nebraska.gov/projdev/#save attach it to this agreement. Consultant must complete the United States Citizenship Attestation form and The form is available on the Department of Roads
- Ŋ using the Systematic Alien Verification for Entitlements (SAVE) Program If the Consultant indicates on such Attestation form that he or she documentation required to verify the Consultant lawful presence in the United States Consultant agrees to provide the US Citizenship and Immigration Services <u>w</u> Ø qualified
- ώ required and the Consultant may be disqualified or the contract terminated lawful presence Consultant understands and agrees that lawful presence in the United cannot be verified as required by Neb. Rev. Stat. §4-108 States ≕ S

SECTION 8. NOTICE TO PROCEED AND COMPLETION

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

federal funding reimbursement. Construction Division Project Coordinator. completion date. Completion", and the work must be invoiced within 105 calendar days of the construction from the construction completion date stated on the DR Form 91 "Notification of The Consultant shall complete all work under this agreement within 60 Any costs incurred by Consultant after the completion deadline will not be eligible for Any exception to this deadline will require prior approval from the State's If justification is approved, a time extension will be calendar Contract . days

SECTION 9. FEES AND PAYMENTS

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

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

SECTION 10. Consultant understands that the LPA will rely on the professional training PROFESSIONAL PERFORMANCE (LPA CE Agreement)

if due to found to by the LPA or concurrence by the State/FHWA or of payment, partial or final, will not constitute Consultant further understands that acceptance or approval of any of the work of the Consultant professional work to be accomplished by the Consultant pursuant to this agreement. would be connected with the Consultant's sole responsibility for the propriety and integrity of the the Consultant's work product which would relieve the Consultant from liability or expense that considered to be a full and comprehensive examination and will not be considered approval of FHWA, or acceptance or use of, or acquiescence in the Consultant's work product, will not be experience, performance and ability of the Consultant. waiver of any rights of the LPA to recover from the Consultant, damages that are caused by be error, omission, or negligence of the in error or there to error, omission, or negligence of the Consultant in its work. are omissions therein Consultant, the work product of the Consultant is revealed during or after the construction Examination by the LPA, State, or That further, The

Consultant's legal liability for all damages incurred by the LPA caused by error, Consultant to omissions, or Consultant shall respond to the notice of any errors, omissions or negligence within 24 hours necessary, the Consultant shall make such revisions without expense to the LPA. the project and revision, reconsideration or reworking of the Consultant's work product is give immediate attention to necessary corrections. If the Consultant discovers errors acts of the Consultant will be borne by the Consultant without liability or expense notify the LPA will constitute a breach of this Master Agreement. negligence in its work, it shall notify the LPA within 24 hours. Failure of the omission, ರ

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

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

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

completed at the time of such termination or abandonment will be retained Consultant shall immediately deliver all project plans and supporting documents to the LPA. The ownership of all project plans and supporting documents OWNERSHIP OF DOCUMENTS (11/17/11) completed by the 9 LPA and the partially

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

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

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

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

SECTION 13. CONFLICT OF INTEREST LAWS

Consultant certifies that Consultant is not aware of any financial or other interest the Consultant the LPA's project to remain fully eligible for Federal funding. By signing this agreement, the CFR 18.36(b)(3) and agrees to comply with all the Conflict of Interest provisions in order for that would violate the terms of these federal provisions The Consultant shall review the Conflict of Interest provisions of 23 CFR 1.33 and

AND/OR RELEASE 유 PRIVILEGED OR CONFIDENTIAL INFORMATION

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

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

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

Consultant whether such information or documentation is in fact privileged or confidential dissemination of any privileged or confidential information or documentation if it is unclear to Consultant agrees to obtain the written approval of the State 9 LPA prior ₽

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

SECTION 15. FORBIDDING USE OF OUTSIDE AGENTS

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

SECTION 16. GENERAL COMPLIANCE WITH LAWS

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

SECTION 17. DISPUTES

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

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

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

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

PROFESSIONAL REGISTRATION (CE Agreements)

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

SECTION 20. SUCCESSORS AND ASSIGNS

This agreement is binding on successors and assigns of either party

SECTION 21. DRUG-FREE WORKPLACE POLICY

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

SECTION 22. FAIR EMPLOYMENT PRACTICES ACT

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

SECTION 23. DISABILITIES ACT

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

DISADVANTAGED BUSINESS ENTERPRISES

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

The Consultant shall not discriminate on the basis of race, color, sex, or national origin

requirements set forth above will constitute a breach of this agreement and, after the

award and performance of FHWA-assisted contracts.

Failure of the Consultant to carry

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

- ➣ Compliance with Regulations: During the performance of this agreement, the Consultant, part of and included in this agreement by reference (49 CFR 21 and 27, hereinafter referred to as the Regulations), which are hereby made of the DOT relative to nondiscrimination in federally-assisted programs of the DOT for itself and its assignees and successors in interest, agrees to comply with the regulations
- Φ prior to when the agreement covers a program set forth in Appendixes A, B, and C of 49 CFR 21. indirectly in the discrimination prohibited by 49 CFR 21.5, including employment practices materials and leases of equipment. The Consultant shall not participate either directly Nondiscrimination: national origin in the selection and retention of Subconsultants, including procurements completion of this agreement, shall not discriminate on the basis of race, color, sex, The Consultant, with regard to the work performed by it after award and
- 9 nondiscrimination Consultant's 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 performed under a subagreement, including procurements of materials or equipment, potential Subconsultant or supplier shall be notified by the Consultant of the obligations under this agreement and the Regulations relative on the basis of race, color, sex, or national origin

- Ö it has made to obtain the information. Consultant shall certify to the LPA, State or FHWA, as appropriate, and set forth what efforts the exclusive possession of another who fails or refuses to furnish this information, the Regulations, orders, access to its books, records, accounts, other sources of information, and its facilities as may 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 determined by the LPA, and instructions. State or FHWA to be pertinent to ascertain compliance with such Where any information required of a Consultant is
- ÌШ whole or in part Consultant complies, and/or cancellation, termination, or suspension of this agreement, limited to withholding of payments to the Consultant under this agreement until the sanctions as it or the State and FHWA may determine to be appropriate, including but Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this agreement, the LPA will impose such agreement ₹.
- SECTION 26 Ш 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 Consultant becomes involved in or is threatened with litigation with a Subconsultant provisions including sanctions for noncompliance, provided however, that in the event or procurement as the LPA, State or FHWA may direct as a means of enforcing such pursuant thereto. The Consultant shall take such action with respect to any subagreement Incorporation of Provisions: leases of equipment, unless exempt by the Regulations, orders, or instructions issued through E of this section in every subagreement, including procurements SUBLETTING, ASSIGNMENT, OR TRANSFER a result of such direction, the Consultant may request that the LPA enter The Consultant shall include the provisions of paragraphs A 으 materials

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

covered under this agreement must contain similar provisions to those in this agreement. work covered under this agreement. All Subconsultant/Subcontractor agreements for work agreement. right-of-action The Consultant shall enter into an agreement with its Subconsultants/Subcontractors against the LPA will accrue to any Subconsultant/Subcontractor by reason of this Z 0 ਠ੍ਹਾਂ

SECTION 27 CONSULTANT CERTIFICATIONS

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

- noncurrent wage rates and other factual unit costs determines the contract price had been increased due to inaccurate, incomplete, or additions thereto shall be adjusted to exclude any significant sums by which the LPA and current as of the date of this agreement. I agree that the original contract price and any and other factual unit costs supporting the fees in this agreement are accurate, complete, Neb.Rev.Stat. § 81-1715(1). I certify compliance with the provisions of Section 81-1715 actual cost-plus-a-fixed fee professional service contract, I hereby certify that wage rates and, to the extent that this contract is a lump sum, actual cost-maximum-not-to-exceed, or
- Ġ director, manager, auditor, or any position involving the administration of federal funds: Neb.Rev.Stat. §§ 81-1717 and 1718. I hereby certify compliance with the provisions of with the firm in the capacity of owner, partner, director, officer, principal investor, project Sections 81-1717 and 1718 and, except as noted below neither I nor any person associated
- for me or the above Consultant) to solicit or secure this agreement, or other consideration, any firm or person (other than a bona fide employee working solely Has employed or retained for a commission, percentage, brokerage, contingent fee, or
- Й 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
- ယ employee working solely for me or the above Consultant) any fee, contribution, donation, Has paid, or agreed to pay, to any firm, organization or person (other than a bona fide agreement, except as here expressly stated (if any). or consideration of any kind for, or in connection with procuring or carrying out this
- ဂ္ဂ Certification Regarding Debarment, Suspension, and Other Responsibility Mattersagrees to follow in making the certifications contained in C2. Primary Covered Transactions. Section C1 below contains 10 instructions that consultant

1. Instructions for Certification

- By signing this agreement, the Consultant is providing the certification set out below.
- ₽ The inability of a person to provide the certification required below will not from participation in this agreement. Consultant to furnish a certification or an explanation will disqualify the Consultant determination whether to enter into this agreement. However, failure of the certification or explanation will be considered in connection with the LPA's submit an explanation of why it cannot provide the certification set out below. necessarily result in denial of participation in this project. The Consultant shall The
- ဂ terminate this agreement for cause or default addition to other remedies available to the Federal government, the LPA may determined that the Consultant knowingly rendered an erroneous certification, in was placed when the LPA determined to enter into this agreement. The certification in this clause is a material representation of fact upon which reliance If it is later

- Ω The Consultant shall provide immediate written notice to the LPA if at any time the erroneous by reason of changed circumstances Consultant learns that its certification was erroneous when submitted or has become
- Ð meanings set out in the Definitions and Coverage sections of the rules implementing "principal," "proposal," and "voluntarily excluded," as used in this clause, have the The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier Executive Order 12549 covered transaction," "participant," "person," "primary covered transaction,"
- this covered transaction, unless authorized by the LPA before entering into this debarred, suspended, declared ineligible, or voluntarily excluded from participation in it will not knowingly enter into any lower tier covered transaction with a person who is The Consultant agrees that should the proposed covered transaction be entered into
- Θ Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered transactions and in all solicitations for lower tier covered transactions The Consultant further agrees to include the clause titled "Certification Regarding Transaction," provided by the LPA without modification, in all lower tier covered
- ₽ frequency by which it determines the eligibility of its principals. knows that the certification is erroneous. A Consultant may decide the method and suspended, ineligible, or voluntarily excluded from the covered transaction, unless it prospective Subconsultant in a lower tier covered transaction that it is not debarred, The Consultant in a covered transaction may rely upon a certification of a
- that which is normally possessed by a prudent person in the ordinary course of business dealings. clause. The knowledge and information of the Consultant is not required to exceed system of records in order to render in good faith the certification required by this Nothing contained in the foregoing will be construed to require establishment of a
- w) to the federal government, the LPA may terminate this agreement for cause or excluded from participation in this transaction, in addition to other remedies available transaction with a person who is suspended, debarred, ineligible, or voluntarily Consultant in a covered transaction knowingly enters into a lower tier covered Except for transactions authorized under paragraph f of these instructions, if the

in Certification Regarding Debarment, Suspension, and Other Responsibility Matters -

- By signing this agreement, the Consultant certifies to the best of its knowledge and belief, that it and its principals:
- department or agency; ineligible, or voluntarily excluded from covered transactions by any federal Are not presently debarred, suspended, proposed for debarment, declared
- =performing a public (federal, state, or local) transaction or contract under a Have not within a three-year period preceding this agreement been convicted criminal offense in connection with obtaining, attempting to obtain, or of or had a civil judgment rendered against them for commission of fraud or a

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

SECTION 28. LPA CERTIFICATION

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

- a employ or retain, or agree to employ or retain, any firm or person, or
- ট্র donation, or consideration of any kind pay or agree to pay to any firm, person, or organization, any fee, contribution

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

SECTION 29. ENTIRE AGREEMENT

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

attest and affirm the truth of each and every certification and representation set out herein. authority as of the date signed by each party. Further, the Parties, by signing this agreement, IN WITNESS WHEREOF, the Parties hereby execute this agreement pursuant to lawful

EXECUTED by the Consultant this 4 day of JUNE 2015

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

Sénior Vice President

STATE OF NEBRASKA)

LANCASTER COUNTY

)ss.

Subscribed and sworn to before me this day of June 2015

GENERAL NOTARY - State of Nebraska
MARY L. MILLER
My Comm. Exp. May 1, 2017

Notary Public

EXECUTED by the City of Grand Island this Sta day of 2015.

CITY OF GRAND ISLAND Jeremy Jensen

Mayor Jung - Jung

Subscribed and sworn to before me this 15 day of ., 2015.

Clerk EDward

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

Date

AGR-2

SCOPE OF SERVICES Exhibit A

CONSTRUCTION ENGINEERING

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

Þ PROJECT DESCRIPTION

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

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

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

discrepancies, report significant discrepancies to the LPA and Department, and direct the Contractor to correct such observed discrepancies The Consultant shall inspect the Contractor's work to determine the progress and quality of work, identify

APPLICABLE PUBLICATIONS

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

- AASHTO Standard Specifications for Transportation Materials and Methods of Sampling
- $\alpha \sim 0.04$ The ASTM Standards
 - NDOR Materials Sampling Guide
 - NDOR Construction Manual
 - NDOR Standard Specifications for Highway Construction
 - Project Plans
 - Contract Special Provisions
- Manual on Uniform Traffic Control Devices (MUTCD) and NDOR's supplement to the
- NDOR Final Review Manual
- 10. 10. NDOR Standard Method of Tests for Laboratory and Field

ဂ LPA SHALL PROVIDE

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

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

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

Ö CONSULTANT SHALL PROVIDE

- _ prepare project correspondence with the LPA and/or NDOR; maintain project records; and Also included are efforts to prepare and process invoices and monthly progress reports; Specifications for Highway Construction. perform other duties of the Project Manager as defined in the NDOR Standard project schedules, workload assignments and internal cost controls throughout the project. Project Management and Coordination. This task includes activities to initiate and monitor
- 二 Project Management activities shall include the following
- scheduling, invoicing, progress reports, and coordination with designer Project Management - Provide management of project including staffing
- and full execution Prepare Change Orders and submit copies to the appropriate parties for approval
- available at the LPA's office. Maintain detailed Project Records and keep them current. All records shall be
- 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
- may be held and the consultant's attendance may be required. by the State, and prepare minutes of the meeting. Meetings. Project staff will meet with the LPA, the Contractor, and NDOR when requested For some projects, a public meeting

2

- 2 Construction Inspection Planning Meeting - The LPA shall coordinate this meeting and NDOR State Representative. Attendees should include the LPA RC, construction inspection personnel prior to start of construction to ensure roles and responsibilities are clear
- 2.2 Pre-Construction Meeting - Prepare the agenda, attend, and distribute meeting
- 2.3 Construction Progress Meetings - Prepare the agenda, attend, and conduct the project. FHWA shall be included for full Federal oversight projects contractor, sub-contractors, utility personnel, and other agencies affected by periodic progress meetings with the LPA and/or NDOR personnel, There will be approximately 42 meetings.
- 6 bi-weekly meetings during utility relocates
- 16 weekly meetings during Phase
- 2.4 20 bi-weekly meetings for duration of project
 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.
- 1 public meeting will be help prior to start of construction
- 2.5 Assume 12 trips to the project site for meetings. Majority of progress meetings will held at Olsson's office.
- ယ 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) Nebraska. Traffic Control plans shall be reviewed by the State Representative prior to 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

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

Page 2 of 7 Exhibit "A"

- <u>ယ</u> Prepare Traffic Control Plan in accordance to NDOR Standard Plans, MUTCD the NDOR Supplement to the MUTCD. Olsson Associates will Sign and seal plans **MUTCD** and
- 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 conformance to the Contract's Special Provisions.
- ယ Submit Plans to the RC for their records.
- 4 LPA requirements. 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 SWPPP Inspections/Manual Updates. Consultant shall conduct inspections bi-weekly and
- 4.1 Conduct 36 Inspections
- Assume 26 bi-weekly
- Assume 10 special inspections related to rainfall
- 4.2 4.3
- Update SWPPP Manual and Temporary Erosion Control Plan Assume **36** trips to the project site for SWPP Inspections.

S

- the NDOR Construction Manual. providing Construction Surveying and Staking. This work shall be done in accordance with Construction Survey/Staking. The following tasks are required if the Consultant is
- 5.<u>7</u> Provide coordination of staking needs with Contractor.
- Consultant shall verify and re-establish if necessary the survey control used during the preliminary engineering.
- 5.3 4.3
- Stake limits of construction throughout project. (Complete for each phase.) Mark removals including pavement removal limits. Stake right-of-way and construction easements.
- Provide rough grading stakes
- 5.5 Provide paving hubs for roadway pavement and bike trail. For structures storm sewer and pipe culverts, the consultant will provide grade stakes.
- Verify pipe profiles before providing a Culvert Order List to Contractor.
- 5.7 5.8 5.9 fence relocation.
- Stake silt fence, water main, sanitary sewer, gas main, communication relocations, overhead power line relocation, lighting, and traffic signals.
- 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

for re-staking will be withheld from Contractor payment. 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 All items will be staked one time. Except for re-staking required for staking done

review project materials and promptly enter information into Site Manager. Construction Consultation/Site Manager & Daily Work Report (DWR). Consultant shall contact RC/Designer as needed to obtain plan clarifications/interpretations. Maintain and

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- 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)
- 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 of the girder during placement of the deck to result in the finished top of slab elevation girder elevation and the top of slab elevation necessary at known points along the length be correct after the girder has deflected under the weight of the slab.

7.1 Girder Shim Surveying

- Shim shots will be taken at the locations as determined by the designer.
- submitted to PE at the time the shim shots are taken. Elevations and rod readings need to be recorded by Consultant and
- perform bearing capacity calculations in accordance with the NDOR Construction Manual. <u>Perform Bearing Calculations. If pile driving is required on the project, the Consultant shal</u>

фо

- 3.1 Perform Bearing Calculations
- ထ Highway Construction. require), as those terms are defined and duties set out in the Standard Specifications for and also "Engineer" (unless the context of use of the term "Engineer" would otherwise to in the NDOR Construction Manual as "Construction Technician"), in Section B of this Exhibit. Consultant shall assume the duties of "Inspector, (also referred complete inspection work and project management in accordance with the references list Construction Inspection. 'Engineer" unless notified otherwise by RC on behalf of LPA. Consultant shall assume that it is responsible for all duties of the Consultant shall perform material sampling and testing and "Project Manager",
- Construction Inspection: Duties for construction inspection will include, but are not limited to, the following items:
- Davis-Bacon Wage Rate compliance Conduct wage rate interviews and review payrolls for correctness and
- specifications, and special provisions. Verify that the performance of the work is in conformance with the plans,
- (DBE) commitments Conduct reviews for compliance with Disadvantaged Business Enterprise
- Species, 4f, etc. construction activities for compliance with NEPA (Environmental Review Checklist, Section 404, NPDES, SWPPP, Threatened and Endangered Consultant.) The environmental check list is to monitor and document personnel. (NDOR will use checklist 12-20 to document the audit of the Environmental Compliance Inspection Audit will be conducted by NDOR and compliance with all environmental commitments for the project. An The Consultant is required to create checklists to document assessment
- surveys required as outlined in the conservation conditions; and follow up Treaty Act will also be the responsibility of the Consultant. conduct these surveys. Consultant. Any required surveys for compliance with the Migratory Bird Follow up surveys as may be required will be the responsibility of the survey training for the Consultant's environmental inspection personnel. NDOR will provide the Initial Threatened and Endangered Species NDOR will not
- perform this work. for the initial T&E surveys so that NDOR personnel can be scheduled to The Consultant will provide NDOR 30 days advance notice of the need
- or as conditions warrant. devises at the start of construction activities and at six (6) month intervals Control Devices). Perform reflectivity check (DR form 481) of temporary interval, conduct a nighttime drive through review of temporary traffic control devices (per ATSSA Quality Standards for Work Zone Traffic Review work zone traffic control devices daily and, at a minimum weekly
- required material certifications shall be submitted to NDOR Materials & Collect, sign/date, and file all delivery tickets and material certifications. All Site Manager Sample Record ID. Research Division accompanied by a completed DR-12 sample ID form or
- 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

- further processing. prices and forward to RC. Once reviewed by NDOR and FHWA, proceed explanation of the issue and resolution and the justification for accepted with the approval process. Forward a signed hardcopy to NDOR for Draft and review change order or time extension request including
- Designer. Communicate and coordinate plan revisions and change orders with the
- Prepare a field checked culvert order list
- Prepare guardrail order list
- RC for further approval. Generate periodic progress estimates using SiteManager and forward to
- appropriateness and Current Controlling Operation (CCO) designation Review critical path schedule prepared by the Contractor for
- assistance of one of the Contractor's to ensure compliance with the plans. On bridge projects, the Inspector shall take periodic survey shots with the Locate permanent pavement markings
- 9.2 Measure, calculate, and document quantities of pay items9.3 Keep all records and data up-to-date so that all necessary
- 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

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

NDOR SHALL PROVIDE:

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

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

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

CONSULTANT SHALL PROVIDE:

(List of tests to be provided by NDOR)

10.1 Collect, verify, document and de

0.1 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
- current directions from the NDOR Final Review Section. As-Built Drawings. Prepare As-built drawings according to the LPA manual and the
- 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 Representative to verify that corrective work identified on the punch list has been completed <u>Final Inspections.</u> 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
- 12.1
- 12.2 Five Preliminary Walkthroughs of Site and Preparation of Punch List for each phase and one at the end of the project.

 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)
- ದ single sided), including: Project Closeout. Assist RC with compiling project construction records as requested Assemble and transmit Final Construction Records to LPA RC in paper format (printed
- Project Closeout activities shall include the following:
- Project Manager's Final Estimate
- Concurrence Letter w/ Certified Mail Receipt Enclosed Copy of Consultant PM's (representing LPA) Concurrence/Non-
- 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
- sends a letter of Tentative Acceptance (per NDOR format) to the NDOR Rep for this. The Consultant should ensure that the LPA RC Project Completion Memo - The Consultant's PM should perform this in an Contractor – send copies to the NDOR Rep. e-mail to the NDOR Rep with the required information – check with the
- Sign Deduction Memo (If required)
- • Material Review Memo
- SiteManager PM Diary Report
- SiteManager Contract Item Report for all Contract Items
- supportive documentation. All NDOR Spreadsheets and Workbooks used for Contract Item
- All Contractor provided Asphalt QA/QC Test Results (asphalt projects)
- Project Culvert Field Book with information per the NDOR Construction

- 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 -Representative for review) 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
- 4 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 maintain
- all times. Work extensively with land owners and see that temporary access is maintained at

iш SCHEDULE

- *i*> → Notice to Proceed:
- The Consultant shall provide a schedule of activities and deliverables upon award

CONSTRUCTION ENGINEERING SERVICES Staffing Plan

Project Name: Project Number: Control Number:

LPA Responsible Charge:

NDOR Project Coordinator: Phone/Email:

re: Capital Avenue: Webb-Wheeler
URB-5435(5)
er: 42707
Grand Island / Hall County
y): Glason Associates
er: (306) 384-8750
pie: Terry Brown
pie: (308) 384-5444
pr: (308) 384-5444
pr: Greg Wood
pr: Greg Wood
pr: (402) 479-3831

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S. S. Landson				
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\$23,315.88	27.116	67	Administrative	ADM
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\$82 547 00	\$22.31	3700	-	NO.
\$10,412.70	377.07	oic	2 Inspector 2	CASN
00,000,000	400,00	200	Survey Crew Member	SCM
620 BAB DO	\$30.66	680	Oursel Clear Cilia	000
\$2 148 52	\$28.27	/6	Dinast Original	3
\$8,789.72	900,00		Designer/CADD Technician	Sad
949,490.00	630 30	177	Engineer	ENG
00 357 579	\$43.92	989	Project Manager	13
				2
			Principal	PR
Amount	Parada A	Hours	Classification Title	Code
			COSS.	JOGET

[&]quot;Enter firms most recent Audited Overhead Rate, and Fee for Profit Rate calcu website). lated from the NDOR Fixed Fee Worksheet (available on the NDOR

Fee for Profit Rate*:

Overhead Rate*:

176.84%

CLASSIFICATIONS**:

PR = Principal

PM = Project Mar

ENG = Engineer

DES = Designer/C. Principal
Project Manager
Engineer
Designer/CADD Technician

PR = Principal SCC = Survey Crew Chief ADM = Administrative PN = Project Manager SCM = Survey Crew Member UD1 = Uex Defined 1 Engineer NSP 2 = Inspector 2

DES = Designer/CADD Technician INSP 2 = Inspector 1

"For User-Defined Classifications, you will need to edit the Classifications Legend located above. To enter a new classification, replace "US1" 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

input actual employee classification as descrinated by firm. Also enter in any		Chris Dethler's	Jesse Rudolf Ben Sohi	Tim Wetovick Colt Shafer	Jaden Hurt Steve Schmitt	Jai Andrist Jesse Hurt Survey Crew Member	Zach Loomis Survey Crew Chief	Matt Rief Matt Smith Deskoner/CADD Technician	Jeff Palik Steve Hancock	Project Manager	EMPLOYEE NAME
der in anu certifications that employee holds		Team Coordinator	Associate Construction Tech. Associate Construction Tech.	Senior Construction Tech. Assistant Construction Tech.	Surveyor Surveyor	LS, Survey Team Leader LS, Survey crew chief	Cad Technician	PE, Design Engineer EIT	PE, Office Leader Construction Team Leader		STAFFING PLAN CLASSIFICATION' & CERTIFICATIONS
Blended Rate:	Blended Rate:	\$18.64 Biended Rate:	\$19.85 \$13.13 Biended Rate:	\$23.10 \$19.16 Blended Rate:	\$16.80 \$17.33 Blended Rate:	\$36.35 \$28.22 Blended Rate:	\$28.27 Blended Rate:	\$51.48 \$25.24 Blended Rate:	\$54.52 \$33.32 Blended Rate:	Blended Rate:	SALARY RATE
		100% \$18.64	60% 40% \$17.22	80% 20% \$22.31	50% 50% \$17.07	30% 70% \$30.86	100% \$28.27	50% 50% \$38.36	50% 50% \$43.92		% ASSIGNEC ²

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

Project Name:
Project Number:
Control Number:
cation (City, County):

e: Capital Avenue: Webb-Wheeler
r: URB-6436(6)
r: 42707
r: 42707
): Grand Island / Hall County
e: Olsson Associates
r: Jeff Palik
ll: (308) 384-8750
e: Terry Brown
ll: (308) 384-5444
r: Greg Wood
r: Greg Wood
t: (402) 479-3831
lt: (402) 479-3831

Consultant Project Manager:
Phone/Email:
LPA Responsible Charge:

Logo Here Add

Total Hours minus Travel Time	Total Travel Time	Total Dave (8 hrs)	Subtotal Subtotal	14.2 Trips to Site (Travel Time) for Construction Inspection	14.1 Construction Inspection	14. Relocation of Existing Utilities	Intotane		13.1 Project Closeout	13. Project Closeout	Subtotal	12.2 Review Project to verify that Punch List has been completed	12.1 Walkthrough of Site and Preparation of Punch List	14. Filler hispections	and the state of t			11. As-Built Drawings	Subtotal	10.4 Trips to one (Travel Time) for Delivery and Collecting Samples	10 A Tring to Gife (Trave) Time) for Delivery and Collection Con-	10.3 Review and document all test results of all samples	10.2 Provide all required material certifications to the NDOR M & R Lab	10.1 Collect, verify, document and deliver all samples to testing lab	TV. Perform Material Sampling and Testing	to Date Material Committee of Tarket		9.4 Trips to Site (Travel Time) for Construction Inspection	9.3 Maintain records/data and prepare the Weekly Report of WDs	9.2 Measure, calculate, and document quantities of pay items	a. I Construction inspection	9.4 Construction Inspection	9. Construction inspection	Subtotal	8.1 Perform Bearing Calculations	8. Perform Bearing Galculations	impotence		7.1 Girder Shim Surveying		Subtotal	6.1 Construction Consultation/Site Manager & Daily Work Report (DWR)	o. Construction Construction Manager & Daily Work Report (DWR)	S Construction Consultation (Silv Manager & Cally Manager & Consultation Consultation (Silv Manager & Cally Ma		5.11 Trips to Site (Travel Time) for Construction Survey/Staking	5.1-5.10 Totals From Survey-Staking Worksheet (enter hours in grey cells)	100	Subtotal	4.3 Trips to Site (Travel Time) for SWPPP Insepctions	4.2 Update SWPPP Manual	4.1 Conduct Inspections	4. SWPPP inspections/Wanual Updates	Subtotal	or ordinary ordinary to the XC	3.2 Review Hairic Control Fran (if Completed by Contractor)	2.3 Daniel Treffic Control Disc No.	3.1 Prenare Traffic Control Plan	3. Traffic Control Plan	Subtotal	2.5 Trips to Site (Travel Time) for Meetings	2.4 Fublic Meeting (If Required)	2.0 Constitution ringless meetings		2.2 Pre-Construction Machine	2.1 Construction Inspection Planning Meeting	2. Meetings	Subtotal	1.1 Project Management		1. Project Management and Coordination	For Construction Engineering Services:		TASKS	
978	162	REA	10	100	10		2	90	3	-	4	16	32		ŀ	-			90	TO THE REAL PROPERTY.	7	1		45		L	146		45	1150	90		-					10000			225	225		2	20		20			1100		200		4		おおり	4			167	3	8	126	16	4			225	22		-		PR P	PERSONNEL CLASSIFICATIONS**	
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CONSTRUCTION ENGINEERING SERVICES **Direct Expenses**

Froject Name:	riget name: Capital Avenue: Webb-Wheeler	
Project Number: URB-5436(5)	URB-5436(5)	
Control Number: 42707	42707	
Location (City, County):	Location (City, County): Grand Island / Hall County	
Firm Name:	Firm Name: Olsson Associates	2
Consultant Project Manager: Jeff Palik	Jeff Palik	700
Phone/Email:	Phone/Email: (308) 384-8750	Logo He
LPA Responsible Charge: Terry Brown	Terry Brown	
Phone/Email:	Phone/Email: (308) 384-5444	
NDOR Project Coordinator: Greg Wood	Greg Wood	
Phone/Email:	Phone/Email: (402) 479-3831	
Date:	Date: December 12, 2014	

\$820.00	Subtotal		
	大 人		
	The state of the s	181 181 21	
\$120.00	\$2.50	48	CONTRACTOR OF THE CONTRACTOR O
\$280.00	\$0.08	3,500	Public Meeting: 34"X2" arial sheek ninthol a times @ \$2.50 st
\$84.00	\$0.20	420	3.500 blank & white conject St OR/sheet
\$336,00	\$0.20	1,680	Record Drawings 11"x17" plan sheets plated 5 times @ \$0.20 st
ost Amount	Unit Cost	Quantity	2
			Printing and Reproduction:
total	Subtotal		
	(C) TEN SELLE	MEDISORDER PROPERTY.	
1	THE REAL PROPERTY.		
	THE PART COLL COM	THE PERSON NAMED IN	
- Distriction	The second secon		
A STATE OF THE PARTY OF THE PAR		Quantity	

\$4,113.3	Subtotal		
\$612.0	\$0.51	1,200	ann ic. @ dinary of also control of annual contr
\$765.0	\$0.51	1,500	n of Existing Hilliage: 100 tring to the @ 13 miles
\$1,989.0	\$0.51	3,900	Materials Testing: 125 tring to size @ 12 mitro @ 61 mile
\$453.6	\$0.54	840	Construction lessestation as the season as a series of the season as a series of the season as a series of the season as a series of the season as a series of the season as a series of the season as a series of the season as a series of the season as a series of the season as a series of the season as a series of the season as a series of the season as a series of the season as a season as a series of the season as a series of the season as a sea
\$220.3	\$0.51	432	Construction Surpers 70 times to site QL 12 mileting QL 20 mileting
\$73.	\$0.51	144	SWDDD Inspections: 36 tring to site of 12 million E4 million
Amount	Unit Cost	Musuux	Project Meetings: 12 trins to site @ 12 milkin @ 51/mile

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\$6,333.36		TOTAL DIRECT EATERSES
		TOTAL DIDEOT EXPENSES
\$400.00	Subtotal	
		· · · · · · · · · · · · · · · · · · ·
\$400.00	\$400.00	misocitations rostage, mailing, betweenes etc.
Amount	Unit Cost	SCO

CONSTRUCTION ENGINEERING SERVICES Cost by Task

Project Name:
Project Number:
Control Number:
Location (City, County):
Firm Name:
Consultant Project Manager:
Phone/Email:
LPA Responsible Charge:
Phone/Email: ne: Capital Avenue: Webb-Wheeler

URB-5436(5)

90: 42707

Y): Grand Island / Hall County

Per: Olsson Associates

90: Jeff Palik

10: (308) 384-8750

19: Terry Brown

10: (308) 384-5444

10: Greg Wood

10: (402) 478-3831

10: December 12, 2014 Logo Here Add

NDOR Project Coordinator.
Phone/Email:

Tasks	Total Hours	Direct Labor	Overhead	Fee for Profit
For Construction Engineering Services:		A SOL	0.000.00	13.70%
Project Management and Coordination	270	\$10,720.80	\$18,958.66	\$3,902.85 \$33.582.31
2. Meetings	299	\$10,378.49	\$18,353.32	\$3,778.23
3. Traffic Control Pian				
AT TIMES OF THE TI	60	\$2,004.64	\$3,545.01	\$729.78
4. SWPPP inspections/Manual Undates				
Catana Canada	117	\$2,610.27	\$4,616.00	\$950.25
5. Construction Survey/Staking	4 300	200		
		401,404.00	\$00,024.02	\$12,480.28
6. Construction Consultation/Site Manager & Daily Work Report (DWR)	450	\$14,901.75	\$26,352.25	\$5,424.90
7. Girder Shim Surveying (Bridge Brojects Oct.)				
The state of the s				
8. Perform Bearing Calculations				
s. construction inspection	3,517	\$80,746.28	\$142,791.72	\$29,395.25
10. Perform Material Sampling and Testing	030	200		
	930	910,417.00	\$32,569.68	\$6,704.83
11. As-Built Drawings	44	\$1,068.08	\$1,888.79	\$388.83
12. Final inspections	96	\$3,179.04	\$5,621.81	\$1,157.31
13. Project Closeout	173	2 200 70	*	
		41,000,70	90,010,00	\$1,813,82
14. Relocation of Existing Hillippe				
A Management of Property Admits	308	\$7,456.73	\$13,186.48	\$2,714.58
Direct Expenses				
TOTAL	4	\$190 748 38	CA 000 C663	90,000,00
	1,003	\$190,748.38	\$337,319.42	\$69,440.92

CONSTRUCTION ENGINEERING SERVICES Project Cost

Project Name:
Project Number:
Control Number:

Location (City, County):

LPA Responsible Charge:

Firm Name:
Consultant Project Manager:
Phone/Email:

ne: Capital Avenue: Webb-Wheeler

URB-5436(5)

er. 42707

y): Grand Island / Hall County

re: Olsson Associates

er. Jeff Palik

iii: (308) 384-8750

je: Terry Brown

iii: (308) 384-5444

pr. Greg Wood

iii: (402) 479-3831

iii: December 12, 2014

Logo Here Add

\$190,748.38		7653	
			OTALS
\$1,248.88	\$18.64	67	
\$23,315.88	\$17.22	1004	dministrative
\$82,547.00	10.276	4054	spector 1
	\$33.34	3700	aparto z
\$10.412.70	\$17.07	610	enouter 2
\$20.848.80	\$30.66	080	urvey Crew Member
C.Ger Ze	940.47	200	urvey Crew Chief
2000	\$28.27	76	raignational radiiiddii
S6 789 77	\$38.36	1//	esigner/CADD Technician
543,436,20	76.046	100	ngineer
		080	Project Manager
A STATE AND A STAT			rincipal
Amount	Rate	Hours	ersonnel Classification
			irect Labor Costs:

Direct Expenses:	
Subconsultants	Amount
Printing and Reproduction Costs	
Mileage/Trave	\$820.00
	\$4 113.36
Logging/ Meais	
Material Testing	
Other Miscellaneous Costs	
	\$400.00
TOTALS	
	\$5,333.3
Total Project Costs:	
в	

\$502.842.10	Transport Court
	PROJECT COST
\$5,333.36	
303,440.32	Direct Expenses
20,100,000	Fee for Profit Rate (13.15%
CS 730 GC-7	Total Labor Costs
V 072 265	Overhead @ 176.84%
20 SAN 70018	Direct Labor Costs
Amount	Total Project Costs:

Contract ID 4707

Control Number 42707 000

Project Number URB-5436[5]

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

	Legend
SOL	Test or Sample
CC	Contractor's Certification
MC	Manufacturer Certification
000	Certification of Compliance
COT	Certification of Test
APL	Approved Products List
PMV	Project Manager's Verification
SP	Special Provisions
SSN	Nebraska Standard Specification
MA	M&R Approval
SG	Material Sampling Guide
SR	Shipping Report

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

	Legend
SOT	Test or Sample
CC	Contractor's Certification
MC	Manufacturer Certification
000	Certification of Compliance
COT	Certification of Test
APL	Approved Products List
PMV	Project Manager's Verification
SP	Special Provisions
SSN	Nebraska Standard Specification
MA	M&R Approval
SG	Material Sampling Guide
SR	Shipping Report

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	4011.14	4004.80	4002.00	1119.00	1117.00	W600.03	L010.00		9173.20	9170.00	9034.00					9009.79			7516.12		7516.04		47.CTC/	7545		7515.12		7515.04	7500.60	7380.25	7321.00	7320.50				4020.25		4015.00								3075.46								em Item Cod	
	Structural Steel for Substructure CURB INLET TYPE A	Cast Iron Cover and Frame STRUCTURAL STEEL FOR FACE ARMOR	CAST IRON COVER AND FRAME	REMOVE INLET	REMOVE MANHOLE	ADJUST VALVE BOX TO GRADE	SODDING	Soil Density-Subgrade Preparation ¤	SUBGRADE PREPARATION	WATER FARTH SHOULDER CONSTRUCTION	PREPARATION OF INTERSECTIONS AND DRIVEWAYS	Performance Graded Binder (64-28)	Performance Graded Binder (64-22)	White Pigmented Cure Compound-Field Usex	Class R Aggregate	TEMPORARY SURFACING 6"	Polyurea Pavement Marking	Glass Beads-Thermo and Polyurea	POLYUREA PAVEMENT MARKING GROOVED 49 non	Glass Beads-Thermo and Polyurea	ENT MARKING, GROOVED	Polyurea Pavement Marking	Glass Reads-Thermo and Polyurea	Polyurea Pavement Marking	Glass Beads-Thermo and Polyurea	12" WHITE POLYUREA PAVEMENT MARKING, GROOVED	Glass Beads-Thermo and Polyurea	4" WHITE POLYUREA PAVEMENT MARKING, GROOVED	ARROW, POLYUREA PAVEMENT MARKING, GROOVED	BOLLARD	TYPE A SIGN	STREET NAME SIGN	White Pigmented Cure Compound-Field Usex	Portland Cement Concrete	Class R Aggregate	CONCRETE DITCH LINING	Portland Cement Concrete	ADJUST MANHOLE TO GRADE	White Pigmented Cure Compound-Field Usex	Reinforcing Steel-(pretested) x	Reinforcing Steel Field Sample	Interground/Blended Cement	Hot Poured Joint Sealant -Field Use ¤	Hardened Concrete	Class K Aggregate Epoxy Resin Bonding System-Grade 3 p	9" DOWELED CONCRETE PAVEMENT, CLASS 47B-3500	White Pigmented Cure Compound-Field Usex	Reinforcing Steel-(pretested) x	Portland Cement Concrete Reinforcing Steel - Field Sample	Interground/Blended Cement	Hot Poured Joint Sealant -Field Use ¤	Hardened Concrete	Class R Aggregate Epoxy Resin Bonding System-Grade 3 p	Line Item Item Code Description	いのことの一方のからというのでは、大大の大大の
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Contract ID 4707
Control Number 42707 000
Project Number URB-5436(5)
Project Number URB-5436(5)
Type of Work GRAD CONC PAVE CULV WATER MAIN SAN SEED ELEC
Letting Date 10/23/2014
SG Version July 1, 2014

	Legend
SOL	Test or Sample
cc	Contractor's Certification
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	0073	0072	0070	0069	0068	0067	0066	0065	0062 0063 0064	0061	0060	0057
	4016.09	4016.08	4016.06 4016.07	4016.05	4016.04	4016.03	4016.02	4016.01	4015.51 4015.52 4016.00	4015.50	4011.60	4011.15
Interground/Blended Cement Portland Cement Concrete	Integround/Blended Cement Portland Cement Concrete MANHOLE AT STATION 121+47 RT. Class R Appragate	Interground/Blended Cement Portland Cement Concrete MANHOLE AT STATION 115+33 RT.	Interground/Blended Cement Portland Cement Concrete MANHOLE AT STATION 117+36 RT. Class R Aggregate Interground/Blended Cement Portland Cement Concrete MANHOLE AT STATION 118+25 LT.	Interground/Blended Cement Portland Cement Concrete Reinforcing Steel - Field Sample Reinforcing Steel(pretested) x MANHOLE AT STATION 113+43 RT. Class R Aggregate	Interground/Blended Cement Portland Cement Concrete Reinforcing Steel - Field Sample Reinforcing Steel-(pretested) ¤ MANHOLE AT STATION 113+00 LT. Class R Aggregate	Interground/Blended Cement Portland Cement Concrete Reinforcing Steel - Field Sample Reinforcing Steel(pretested) ¤ MANHOLE AT STATION 110+74 RT. Class R Aggregate	Interground/Blended Cement Portland Cement Concrete Reinforcing Steel - Field Sample Reinforcing Steel-(pretested) x MANHOLE AT STATION 109+58 LT. Class R Aggregate	Interground/Blended Cement Portland Cement Concrete Reinforcing Steel - Field Sample Reinforcing Steel(pretested) x MANHOLE AT STATION 105+86 LT. Class R Aggregate	Interground/Blended Cement Portland Cement Concrete RECONSTRUCT MANHOLE AT STATION 143+37 RECONSTRUCT MANHOLE AT STATION 154+74 MANHOLE AT STATION 104+50 RT. Class R Aggregate	Interground/Blended Cement Portland Cement Concrete RECONSTRUCT MANHOLE AT STATION 104+54 Class R Aggregate	AREA INLE I TYPE A Class R Aggregate Interground/Blended Cement Portland Cement Concrete AREA INLET TYPE B Class R Aggregate	Portland Cement Concrete White Pigmented Cure Compound-Field Usex CURB INLET TYPE B CURB INLET TYPE C
	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000 1.000 1.000	1.000	8.000	2.000 1.000
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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

	Legend
SOL	Test or Sample
S	Contractor's Certification
MC.	Manufacturer Certification
000	Certification of Compliance
COT	Certification of Test
APL	Approved Products List
PMV	Project Manager's Verification
SP	Special Provisions
SSN	Nebraska Standard Specification
N N	M&R Approval
SG	Material Sampling Guide
SR	Shipping Report

0122	1710	0120	0119		0118	0117		0116		0115		0114	0112		0110	0109	0108		/010	2		0106			0105			0104			O. C.	0102	0101	2	6600	8600	0097	2600	0094			0093		0092	
P775.42	P/U9.12	P702.66	P702.42		P702.36	P702.30		P702.24		P702.18		P702.15	4900.26 4910.25		4900.25	4731.15	4510.42		4157.00			4155.50			4130.06			4107.07			+100.00	4045.00	4043.50		4018.50	4018.00	4016.33	4016.31	4016.30			4016.29		4016.28	
42" ROUND EQUIVALENT STORM SEWER PIPE, TYPE 1	12" STORM SEWER PIPE, TYPE 8	66" STORM SEWER PIPE, TYPE 1	42" STORM SEWER PIPE, TYPE 1 Reinf Conc Sewer Pipe 42in-Class III	Soil Density-Pipe Backfill is Reinf Conc Sewer Pipe 36in-Class III	36 STORM SEWER PIPE, TYPE 1	30" STORM SEWER PIPE, TYPE 1 Reinf Conc Sewer Pipe 30in-Class III	Reinf Conc Sewer Pipe 24in-Class III	24" STORM SEWER PIPE, TYPE 1	Soil Density-Pipe Backfill R Reinf Conc Sewer Pipe 18in-Class	18" STORM SEWER PIPE, TYPE 1	Reint Conc Sewer Pipe 15in-Class III Soil Density-Pipe Backfill #	15" STORM SEWER PIPE, TYPE 1	CONCRETE HEADWALL AT STATION 103+84 DEWATERING	Curb Inlet Sediment Filter ¤	18" STORM SEWER PIPE TYPE C905 P.V.C. CURB INLET SEDIMENT FILTER	15" STORM SEWER PIPE TYPE C905 P.V.C.	Neimorchig Steer-(pretested) R 42" ROUND EQUIVALENT CONCRETE FLARED-END SECTIO 1.000	Reinforcing Steel - Field Sample	REINFORCING STEEL FOR COLLARS Non-Shrink Grout #	Reinforcing Steel(pretested) ¤	Non-Shrink Grout ¤ Reinforcing Steel - Field Sample	REINFORCING STEEL FOR INLET AND JUNCTION BOX	White Pigmented Cure Compound-Field User	Interground/Blended Cement	CLASS 47B-3000 CONCRETE FOR PIPE CULVERT PLUG	Portland Cement Concrete White Pigmented Cure Compound-Field Uses	Interground/Blended Cement	CLASS 47B-3000 CONCRETE FOR CONCRETE COLLARS	White Pigmented Cure Compound-Field Usex	Interground/Blended Cement	Class R Aggregate	REMOVE STRUCTURE AT STATION 104+16 TWIN 12' X 4' X 1.000	REMOVE SEWER PIPE	Portland Cement Concrete	TAPPING EXISTING PIPE Class R Aggregate	TAPPING EXISTING STRUCTURE	MANHOLE AT STATION 202+68 LT.	MANHOLE AT STATION 155+75 LT.	MANHOLE AT STATION 154+00 LT.	Interground/Biended Cement Portland Cement Concrete	Class R Aggregate	Portland Cement Concrete MANHOLE AT STATION 154+74 RT.	Interground/Blended Cement	MANHOLE AT STATION 152+50 RT. Class R Aggregate	Portland Cement Concrete
248.000	17.000	36.000	2228.000		493.000	360.000		1082.000		481.000		1365.000	1.000 2512.000		123.000 396.000	92.000	1.000		133.000			6984.000			1.220			2.480			C115.070	X1.000	1.000		2.000	3.000	1.000	1.000	1.000			1.000		1.000	
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Contract ID 4707
Control Number 42707 000
Project Number URB-5436(5)
Location CAPITAL AVE, WEBB-WHEELER, GRAND ISLAND
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N _C	Manufacturer Certification
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80 DD	01/4 01/5 01/6 01/6 01/7 01/7 01/7 01/8 01/9 01/80 GROUP 5 SE 01/81	GROUP 4B S 0173 GROUP 4B S 0167 0168 0168 0169 0170 0171	99999	0122 0122 0122 0123 0133 0133 0133 0133	GROUP 4A V 0123
				0126 0127 0128 0129 0130 0131 0132 0133 0134 0135 0136 0137 0138 0139 0139 0140 0141 0142 0142 0143 0144 0145 0144 0145 0146 0147 0148 0149 0149 0149	0123 0124 0124
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REDUIL TYPE C HYDROMULCH MOBILIZATION REMOVE CABLE REMOVE DETECTION CAMERA	15" P.V.C. SANITARY SEWER PIPE 15" P.V.C. SANITARY SEWER PLUG 18" P.V.C. SANITARY SEWER PIPE 18" P.V.C. SANITARY SEWER PLUG 21" P.V.C. SANITARY SEWER PLUG 21" P.V.C. SANITARY SEWER PLUG DEWATERING MOBILIZATION	RAPPING FIRE HYDRANT ASSEMBLY REMOVE GATE VALVE AND BOX REMOVE WATER MAIN PIPE MOBILIZATION RECONSTRUCT 2" SANITARY SEWER FORCE MAIN 12" FORCE MAIN (D.I.) WET CUT-IN DUCTILE IRON FITTINGS, M.J. REMOVE PLUG MOBILIZATION MOBILIZATION MOBILIZATION	DUCTILE IRON FITTINGS, M.J. 4" WATER MAIN PIPE D.I. Soil Density-Pipe Backfill x 6" WATER MAIN PIPE D.I. Soil Density-Pipe Backfill x 8" WATER MAIN PIPE RESTRAINED D.I. Soil Density-Pipe Backfill x 12" WATER MAIN PIPE RESTRAINED D.I. Soil Density-Pipe Backfill x 12" WATER MAIN PIPE RESTRAINED D.I. Soil Density-Pipe Backfill x 18" X 6" TAPPING SLEEVE AND VALVE 18" X 4" TAPPING SLEEVE AND VALVE 18" X 4" TAPPING SLEEVE AND VALVE 18" X 8" TAPPING SLEEVE AND VALVE	DEWATERING 1" CURB STOP 2" CURB STOP 2" CURB STOP 2" CURB STOP 1" CORPORATION STOP 1" CORPORATION STOP 2" CORPORATION STOP 2" CORPORATION STOP 2" WATER SERVICE 2" WATER SERVICE TEMPORARY DUCTILE IRON FITTINGS, M.J. 6" WATER MAIN PIPE D.I. 50il Density-Pipe Backfill # 12" WATER MAIN RESTRAIN JOINT D.I. 6" GATE VALVE AND BOX FIRE HYDRANT ASSEMBLY 18" X 6" TAPPING SLEEVE AND VALVE 18" X 6" TAPPING SLEEVE AND VALVE RECONNECT WATER MAIN PIPE REMOVE GATE VALVE AND BOX REMOVE GATE VALVE AND BOX REMOVE POST INDICATOR VALVE TEMPORARY CORPORATION STOP MOBILIZATION DEWATERING WET CUT-IN 1" CORPORATION STOP TEMPORARY	Reinf Conc Sewer Pipe 42in RE-Class III 0123 0030.40 MOBILIZATION 0124 1117.00 REMOVE MANHOLE
5.000 8.000 1.000 1235.000	85.000 1.000 136.000 1.000 1.000 105.000 1.000	2.000 2.000 398.000 1.000 113.000 30.000 1.000 1.025.000 3.000	3300.000 70.000 39.000 100.000 205.000 3.000 1.000 1.000	3.000 1.00,000 1.000	1.000 10.000
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State of Nebraska Department of Roads Required Document List

Contract ID 4707
Control Number 42707 000
Project Number URB-5436(5)
Project Number URB-5436(5)
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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SOL	Test or Sample
S	Contractor's Certification
MC	Manufacturer Certification
200	Certification of Compliance
COT	Certification of Test
APL	Approved Products List
PMV	Project Manager's Verification
PSP	Special Provisions
SSN	Nebraska Standard Specification
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0213	0212	0211	0210	0209	0208	0203 0204 0205 0206 0207	0196 0197 0198 0199 0200 0201	0187 0188 0189 0190 0191 0191 0192 0193 0194 0195
A012.90	A012.80	A012.60	A012.08	A012.05	A011.65	A006.84 A007.75 A007.78 A010.07 A011.24	A003.10 A003.20 A004.15 A004.22 A005.50 A006.14	7320.50 7390.02 A001.05 A001.12 A001.13 A001.35 A001.36 A001.36 A001.36
Non-Shrink Grout ¤ Portland Cement Concrete Ground Rod ¤ Anchor Bolts for SLU & Combination Pole Combination MastArm Signal/Lighting Pole COMBINATION MAST ARM SIGNAL AND LIGHTING POLE, * 1.000 Class R Aggregate Non-Shrink Grout ¤	Non-Shrink Grout x Portland Cement Concrete Ground Rod x Anchor Bolts for SLU & Combination Pole Combination MastArm Signal/Lighting Pole COMBINATION MAST ARM SIGNAL AND LIGHTING POLE, * 1.000 Class R Aggregate	Non-Shrink Grout x Non-Shrink Grout x Portland Cement Concrete Ground Rod x Anchor Bolts for SLU & Combination Pole Combination MastArm Signal/Lighting Pole COMBINATION MAST ARM SIGNAL AND LIGHTING POLE, "3.000	Non-Shrink Grout # Non-Shrink Grout # Portland Cement Concrete Ground Rod # Anchor Bolts for SLU & Combination Pole Combination MastArm Signal/Lighting Pole COMBINATION MAST ARM SIGNAL AND LIGHTING POLE, * 1.000 Class R Aggregate	Class R Aggregate Non-Shrink Grout # Portland Cement Concrete Ground Rod # Anchor Bolts for SLU & Combination Pole Combination MastArm Signal/Lighting Pole COMBINATION MAST ARM SIGNAL AND LIGHTING POLE, * 1.000 Class R Aggregate	Class R Aggregate Non-Shrink Grout # Portland Cement Concrete Ground Rod # Anchor Bolts for SLU & Combination Pole Combination MastArm Signal/Lighting Pole COMBINATION MAST ARM SIGNAL AND LIGHTING POLE, "3.000	PEDESTAL POLE, TYPE PP-10 Class R Aggregate Non-Shrink Grout x Portland Cement Concrete Portland Cement Concrete STREET LIGHTING UNIT, TYPE SL-D-40-12-0.40 STREET LIGHTING UNIT, TYPE SL-D-30-12-0.40 COMBINAIRE, TYPE HPS-400 COMBINATION MAST ARM SIGNAL AND LIGHTING POLE, 1.000	TRAFFIC SIGNAL, TYPE TS-1, T36 TRAFFIC SIGNAL, TYPE TS-1A, T31 TRAFFIC SIGNAL, TYPE TS-1B, T3X TRAFFIC SIGNAL, TYPE TS-1LB, T49 TRAFFIC SIGNAL CONTROLLER, TYPE NEMA PEDESTRIAN SIGNAL, TYPE PS-1, T19 Countdown Pedestrian Signal # Pedestrian SignalR PEDESTRIAN PUSHBUTTON, TYPE PPB	
1.000	1.000	3.000	1.000	1.000	3.000	3.000 45.000 7.000 11.000	14.000 6.000 4.000 5.000 2.000 18.000	Quantity 6.000 1.000 1.2.000 54.000 54.000 1.000 6.000 4.000 3.000
EACH	EACH	EACH	ЕАСН	EACH	EACH	EACH EACH EACH EACH	EACH EACH EACH EACH EACH	EACH EACH EACH EACH EACH EACH EACH
APL APL APL APL	TOS COC	TOS TOS	APL COC COC	TOS TOS TOS COC COC	TOS TOS TOS COC	TOS APL TOS COC COC COC	APL APL APL APL APL APL APL APL	APL APL APL APL APL APL APL APL APL APL
	SG 15, 16 SG 20, 21 SG 15, 16 SG 21 SG 21 SG 21 SG 21		SG 20, 21 SG 20, 21 SG 15, 16 SG 21 SG 21 SG 21 SG 21	SG 15, 16 SG 20, 21 SG 15, 16 SG 21 SG 21 SG 21 SG 21	SG 15, 16 SG 20, 21 SG 15, 16 SG 21 SG 21 SG 21 SG 21	SG-21 SG 15, 16 SG 20, 21 SG 15, 16 SG-21 SG-21 SG-21	SG-21 SG-21 SG-21 SG-21 SG-21 SG 21 SG 21 SP-174	SG-21 SG-21 SG-21 SG-21 SG-21 SG-21 SG-21 SP-178
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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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Shipping Report	SR
Material Sampling Guide	SG
M&R Approval	MA
Nebraska Standard Specification	SSN
Special Provisions	SP
Project Manager's Verification	PMV
Approved Products List	APL
Certification of Test	COT
Certification of Compliance	000
Manufacturer Certification	N _C
Contractor's Certification	S
Test or Sample	SOL
Legend	

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0246 0247 0248 0249 0250 0251 0251 0252	0244	0239 0240 0241 0241 0242 60243	0234 0235 0236 0236 0237	0230 0231 0231	0227	0220 0221 0221 0222 0223 0224 0225 0226	0216 0217 0218 0218	0214 0215
0001.99 0002.44 0010.04 0020.00 0030.10 9110.01 9110.02 9110.03	0001.10	A699.90 A775.00 A775.01 A779.45 0001.08	A080.30 A610.00 A610.18 A611.12 A630.20	A080.04 A080.10 A080.15	A079.43 A079.55 A079.60	A074.90 A077.18 A077.22 A077.30 A079.06 A079.26 A079.36	A020.75 A070.13 A070.18 A070.18	A014.76
CONTRACTOR FURNISHED SIGN DAY TEMPORARY PAVEMENT MARKING, TYPE PAINT FIELD OFFICE TRAINING MOBILIZATION RENTAL OF LOADER, FULLY OPERATED RENTAL OF MOTOR GRADER, FULLY OPERATED RENTAL OF DUMP TRUCK, FULLY OPERATED	Reflective Sheeting x BARRICADE, TYPE III Barricade Warning Lights Type A x Reflective Sheeting x SIGN DAY	TION POLE ANI N SYSTEM (WIN N SYSTEM (WIN CAMERA	Street Lighting Cable, No. 6 BARE STREET LIGHTING CABLE, NO. 8 BARE Street Lighting Cable, No. 8 BARE Street Lighting Cable, No. 8 BARE REMOVE TRAFFIC SIGNAL, COMPLETE REMOVE PEDESTRIAN SIGNAL HEAD REMOVE PEDESTRIAN PUSHBUTTON REMOVE PULL BOX	Street Lighting Cable 1/c#6AWG CopperUSE STREET LIGHTING CABLE, NO. 1/0 USE Street Lighting Cable, No. 1/0 USE STREET LIGHTING CABLE, NO. 2 USE Street Lighting Cable, No. 2 USE STREET LIGHTING CABLE, NO. 4 USE STREET LIGHTING CABLE, NO. 4 USE STREET LIGHTING CABLE, NO. 4 USE	3/C #14 AWG Pedestrian Push Button Cable #8 GROUNDING CONDUCTOR #8 Grounding Conductor SERVICE CABLE #6 Service Cable No. 1 USE Service Cable, No. 3 USE Service Cable, No. 6 USE Service Cable, No. 6 USE STREET LIGHTING CABLE #6	Buy America Cert-Producer/Supplier Electrical Conduit x CAT5E ETHERNET CABLE 7/C #14 AWG TRAFFIC SIGNAL CABLE 7/C #14 AWG TRAFFIC SIGNAL CABLE 12/C #14 AWG TRAFFIC SIGNAL CABLE 12/C #14 AWG TRAFFIC SIGNAL CABLE 20/C #14 AWG TRAFFIC SIGNAL CABLE 20/C #14 AWG TRAFFIC SIGNAL CABLE CAMERA DETECTOR CABLE 24 STRAND SINGLE MODE FIBER 3/C #14 AWG, PEDESTRIAN PUSH BUTTON CABLE	Class R Aggregate Non-Shrink Grout # Portland Cement Concrete LIGHTING CONTROL CENTER 2-INCH CONDUIT IN TRENCH Buy America Cert-Producer/Supplier Electrical Conduit # 3-INCH CONDUIT IN TRENCH Buy America Cert-Producer/Supplier Electrical Conduit #	Portland Cement Concrete Ground Rod # Anchor Bolts for SLU & Combination Pole Combination MastArm Signal/Lighting Pole 0214 A014.76 SERVICE METER AND PEDESTAL 0215 A016.50 MAST ARM SIGNAL POLE, TYPE MP-30
7992.000 10000.000 1.000 2000.000 1.000 120.000 120.000	14549.000	2.000 2.000 1.000 1.000 4.000 39190.000	11265.000 11265.000 1.000 4.000	212.000 10306.000 12224.000	681.000 168.000	5669.000 5739.000 127.000 991.000 686.000 6020.000	2.000 23297.000 198.000	2.000 1.000
EACH LF EACH HOUR HOUR HOUR	BDAY	EACH LS LS EACH BDAY	EACH EACH	5 5 5 5		 	다 FACH	EACH EACH
	APL APL TOS	TOS TOS COC	TOS TOS	TOS TOS	TOS TOS TOS TOS TOS	MC APL TOS	TOS API TOS PMV MC API API	TOS TOS COC COC
	SG 23 SG 23 SG 23 SG 23	SP-172 SP-172	SG 21 SG 21	SG 21 SG 21 SG 21 SG 21	SG 21 SG 21 SG 21 SG 21 SG 21	NSS106 SG 21 SP-195 SG 21 SG 21 SG 21 SP-195 SP-175	SG 15, 16 SG 20, 21 SG 15, 16 SG-21 NSS106 SG 21 NSS106 SG 21	SG 15, 16 SG 21 SG 21 SG 21 SG 21 SP-120
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Location CAPITAL AVE, WEBB-WHEELER, GRAND ISLAND
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		Group
	0255 0256 0257	Line Ite
	9110.07 R 9110.27 R L022.75 T L022.90 T	ir Item Coo
BUY AMERICA CERTIFICATION PREFORMED EXPANION JOINT URETHANE SEALANT	9110.27 KENTAL OF SKID LOADER, FULLY OPERATED 9110.27 RENTAL OF CRAWLER MOUNTED HYDRAULIC EXCAVATOR 50.000 L022.75 TEMPORARY SILT CHECK 500.000 L022.90 TEMPORARY SILT FENCE 500.000	Line Item Item Code Description
	120.000 TOR 50.000 500.000 500.000	Quantity
	HOUR	Unit
APL APL	APL APL	Acceptance Method
SP-86 SP-16 PLANS	NSS809	Reference Book
KAREL KRASON BYRE	DONDLINGER	M&R Contact

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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 NDN for verification festing.

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

KRASON	91 '51 95	Sample required if from a morty algme?	τ	Sample for Quality			Naco dal Lauraduro arco assussi			
KAREL	91 '51 95	2-6' samples unless from approved stock	T	Sample for Quality			White Pigmented Cure Compound-Fleid Usek			
BYRE	0Z 'SI 9S	One sample per lot unless shipped from tested and approved stock	ī	Sample for Quality			Reinforcing Steel -Fleld Sample			
WEIGEL		2 Core per 750ft per lane. IPA/CE is responsible for getting testing that a ske and break the cores	E	Pavement Cores			# azU blei1- trislea2 friol beruoq foH			
		33,11	ě	agon tramaged			CA CA	Poured with others 300	:amuzzA	
NOSARX	91 '51 98	Sample required if from a non-approved stock	τ	yfileuD for Quality	AS	000.STZE	white Pigmented Cure Compound-Field Usek " CONCRETE PAVEMENT, CLASS 47B-3500		0030	
					N/A		diqeb "a	Poured with others	:emuszA	
KERSON	91 '51 95	Sample required if from a non-approved stock		Sample for Quality	AS	000.812	רא White Pigmented Cure Compound-Fleid Use¤ ONCGRETE CLASS 478-HE-3500 DRIVEWAY	26.020E	6200	
					10	000:renz	e, depth	Poured with others		
KRASON	91 '51 95	Sample required if from a non-approved stock	τ	Sample for Quality	λS	000.1631	CONCRETE CLASS 478-3500 DRIVEWAY) PS.020E	8200	
		death bearings and a mostly beatings of grand	91				White Pigmented Cure Compound-Field Usek			
		Air(every 300cy), Slump, Unit Welght, Yield, Cylinders	51 tr	Unconfined Compression Cylinder			CA - CA - CA - CA - CA - CA - CA - CA -	58E		
	9T 'ST DS	and the black the state of the	+	Stalf Tech Tests						
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KBASON	20 12' 10	Sample required if from a non-approved stock	T	Sample for Quality	AS	000'1689	White Pigmented Cure Compound-Field Usex " CONCRETE CLASS 478-3500 BIKEWAY		9700	
							0	Poured with others	:emussA	
	ar (ar aa				٨s	000.S32E	CONCHETE CLASS 478-3000 SIDEWALK 5"	E0.810E	0054	
	26 15, 16	Sample required if from a non-approved stock	τ	yillauD tot alqm62			White Pigmented Cure Compound-Field Usex			
BYRE	26 15, 20	One sample per lot unless shipped from tested and approved stock	τ	Sample for Quality			# azU blaif- frisise? Iniol baruog foli			
							CANICA SAVE SAVE SAVE SAVE SAVE SAVE SAVE SAV	SI		
								Poured with others	:emussA	
NUSANA	20 12 10	Sample required if from a non-approved stock		frameto con audiciona	41	140.000	COMBINATION CONCRETE CLASS 478-3500 CURB AND GUTTER (STEM WALL)	EL.ALOE	0023	
	26 15, 20	One sample per lot unless shipped from tested and approved stock	T.	yilleuD tot elqme2			White Plgmented Cure Compound-Fleld Usex			
2010	00 11 53	death beyearen her bettet most bennide and and ten alames and	(*)	VillauD 101 slqms2			k asU blelt- finalsat friol betued for			
							D. C. C. C. C. C. C. C. C. C. C. C. C. C.			
					(3	000:007		Poured with others	:emuseA	
		Weeping Water OR Martin Marietta @ Fort Calhoun	T	noitebara	47	000.08S	COMBINATION CONCRETE CLASS 47B-3500 CURB AND GUTTER	3014.11	0022	
MACKE	26-6	No samples required if source is Kerford or Martin Marietta @	r	Sample for Quality						
		2 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		William O 103 plante 3	NOT	144.300	Crushed Rock Surface Course			
		Gradation and Quality every 250 tons. Density/molsture every lift of aggregate placed.	ε	Field Moisture Test	NOI	OUE PAT	CURNIHED BOCK SURFACE COURSE	E0.010S	1200	GROUP 3 CONCRETE PAVEMENT
СНИВСНМЕГГ	ET DS	7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7	ε	Field Density Test						
			t	Lab Standard Proctor Test & Quality				All E = sAll "8 emussA	:этиггА	
					CX	000.02	Soil Density-Select Granular Backfill #			
KBASON	91 '51 95	Sample required if from a non-approved stock	τ	Sample for Quality	, AJ	000 03	White Pigmented Cure Compound-Field Usex SELECT GRANULAR BACKFILL FOR RETAINED EARTH STRUCTURE	05.4508	9100	
							D			
					31	000.8SE		Poured with others	:өтиггА	
		in thickness or fraction thereof.	Z	Fleld Moisture Test		000 824	EVELING PAD	S1.260A	\$100	
CHURCHWELL	et ds	In-place molsture-density tests for each 1000' or less and for each 1'	Z	Field Density Test			PINO	annot a fugurance and a		
		Varies depending on soil types	τ	test 1052019 brebnet2 deJ				1 per location/2 locat	:emuzzA	
				THE STATE OF THE S	3E	000.1741	Soil Density-Modular Wall Backfill	501550-	LTDC	
		soll type or as needed is indicated by changes in soll material,	L	Field Moisture Test		-	SJAINETAM JIAW	08.6604	4100	
CHURCHWELL	60 98	In-place molsture-density tests for each 1000 - 3000 CY, depending on	L	Field Density Test			SUCO STATE OF THE	1 per location/7 locat	:emussA	
			t	tesT 1012019 bishnst2 dsJ			Z Densty-Excevestion-Fill Material #	tenel Chantenel san f	Acutano.	
					CA	20760.000	EXCAVATION (ESTABLISHED QUANTITY)	10.0101	0004	Dillows v 1000
uldance	1D	Comments	theT	nolitainmed feat	MnU	Quantity	Description (SETABLISHED OLIVATION)	ebo3 meti	most end.	GROUP 1 GRADING
SERVICE OF THE REAL PROPERTY.	37 3 5 1		Number of			AL COUNTY				unos g

State of Nebraska Department of Roads Material Sampling and Testing Summary

These are estimated quantities for materials that need to be tested for this project. It makerials Sampling Guide for those Items and for frequency of materials that need to be temmed for verifications or letters of compliance are not listed. Please refer to Materials Guide for those Items and for frequency of materials that need to be submitted to MDR for verification testing.

Confrect ID 4707
Confrect ID 4707
Confrect ID 486-5436(5)
Project Number URB-5436(5)
Type of Work GRAD CONC PAVE CULY WATER MAIN SAN SEED ELEC
Letting Date 10/23/2014
MSG Version 10/y 1, 2014

KAREL	91'51 9	2-6' samples unless from approved stock	τ	Sample for Quality	EACH	000.E	Pelnforcing Steel - Fleld Sample APING EXISTING STRUCTURE	00.8104	8600	
								Precest	:вшизаА	
					EACH	000.₽€	MANHOLES	Varies	4600-4900	
							CA COLOR DE LA CALLESTINA DEL CALLESTINA DE LA CALLESTINA DE LA CALLESTINA DE LA CALLESTINA	RU		
								Poured with others	:өшизэА	
					HDA3	1.000	RECONSTRUCT MANHOLE AT STATION 154+74	SS'STOP	E900	
							CALLES AND THE RESIDENCE OF THE STATE OF THE			
								Poured with others	Assume:	
					EACH	1.000	RECONSTRUCT MANHOLE AT STATION 143+37	15.2104	000	
							CA CA			
								Poured with others	:emurzA	
					E≱CH	000.1	RECONSTRUCT MANHOLE AT STATION 104+54	05.2104	1900	
		E E						Precest	:emussA	
					EACH	000.8	AREA INLET TYPE B	19'1100	0900	
								Precest	:emuszA	
					EACH	000.8	A BREA INLET TYPE A	09.1104	6500	
								Precest	:emuezA	
					E∀CH	1,000	CURB INLET TYPE C	91.1104	8500	
								Precest	:emuzzA	
					HDA3	2.000	CURB INLET TYPE B	21,1104	/S00	
							U SOLE IS IN UNIO	frecest	:emussA	
					EACH	12.000	CURB INLET TYPE A			
		Lelratem lioz ni sagneria yd bateathni zi babaan ze to aqyt illoz	L	Field Moisture Test			9.	PL.110P	9500	GROUP 4 CULVERTS
CHURCHWELL	OT-45	In-place moisture-density tests for each 1000' or less, depending on	L	Field Density Test					THE STATE OF THE S	
			Ţ	Lab Standard Proctor Test			p nothersqe-y ebergdu2-yfraneQ lio2	and Tholiscol 19q I	:amussA	
					AS	47252.000				
A3A			τ	Density Test	No	000 03027	NOITARATE PAEPANDA	9173.20	8400	
KOVES			ī	Asphalt Mixture Testing				275/750 ="1 tests		
KOVES			ī	ngizəO xIM fleriqeA				HariqaA anoT & SS	:emuzzA	
MACKE			7 bet seg	Sample for Quality			Asphaltic Concrete			
ВУЯЕ	20 95	Hedges to anot 2181 yrava steat 1 to muminiM	τ	Sample for Quality			zestegeteste			
							Performance Graded Binder (64-22)			
KBASON	91 '51 99	Sample required if from a non-approved दरंग्टर	τ	Sample for Quality			G32U 2I TJAH92A 11			
		222	b	Unconfined Compression Cylinder			White Pigmented Cure Compound-Fleid Usex			
KRASON	91 '51 98	Air(every 300cy), Slump, Unit Weight, Yield, Cylinders	ī	Field Tech Tests			ι (14C		
MACKE	91 '51 98		T	STUTZIOM 9314 BAA						
			•	estable A perd pag	10	00010057		1 Pour	:emuzzA	
KBASON	91 'ST 58	Sample required if from a non-approved stock	r	VilleuD 101 elqme2	AS	000.002S	Mhife Pigmented Cure Compound-Field Usex TEMPORARY SURFACING 6"	64.2006	9900	
] CA			
								Poured with others	:вшизгА	
					AS	10.00	CONCRETE DITCH LINING	4020.25	6600	
				S			ا م الله الله الله الله الله الله الله ا			
								Poured with others	:9muzzA	
Nocemu	91 '51 95				EACH.	000.81	ADDIT MANHOLE TO GRADE	4012'00	ZE00	
		33.1	ţ	Sample for Quality			White Pigmented Cure Compound-Field Uses			
	91 '51 95	, , , , , , , , , , , , , , , , , , ,	τ	yillsuO tot sigms2			Aginforcing Steel Field Sample			
	26 15, 20		τ	yilsuO 101 plqms2			A s≥U blei7- field Use #			
WEIGEL	ST 95	2 Core per 750ft per lane. LPA/CE is responsible for getting testing lab to take and break the cores.	34	Pavement Cores				31		
KRASON			91	Unconfined Compression Cylinder		14	A)			
	26 14, 29		Þ	Eteah Tech Tests						
MACKE	91 '51 98		b	eruzzioM eer 7 88A				4 Pours	:eumssy	
-					AS	000.08854	9" DOWELED CONCRETE PAVEMENT, CLASS 47B-3500	30.2705	LEGO	
anabli	פוי	Comments	steaf	Yest Description	stnU	Quantity	Description		meti edil	droap
			Number of							

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sampling Guide for those items and for frequency of materials that need to be

Test Description	Juli	Aspuento		A STATE OF THE STATE OF		Poured with others	semussA
				Description		abo3 mati	most anil
Joelorg zidf ۱ neč zleiroseM of refer azesIP .	oè batrat ad of baan fe batril fon avs aonsilqm	ed quantities for materials to corfice to rotifications or letting. for verification texting.	Siluper that require	3	EELER, GRAND ISLAND WATER MAIN SAN SEED ELE	r 42707 000 r URB-5436(5) r CAPITAL AVE, WEBB-WH	hoW to aqyT staCl gniffaJ

KAREL	26 21	If requisering in a majorith desearch and sequised, the heavilled.	PT	1 - 4, ramble tot each cable type pet lot. 14 Types	14 types BDAY	39190.000	Electrical Cable Barricade, TYPE II	80,1000	ENSO	GROUP TO GENERAL ITEMS
131044	17.00	AND THE SECOND S			n	000.98922	CVBTE	Varies	0228-0234	
KAREL	26 21	eqv1 L. tot neg redbe to the for the Light. I Lype	J	VilleuQ tot elgime2			#8 Grounding Conductor		9220-0220	
KAREL	26 21	Unless Underwitters' Laboratory or inferted testing services (ET) approved. If Unless Underwitters' Laboratory or inferted; testing services (ET) labor is attached and physical dimensions are correct, the conduit may be accepted.	₩.	engyl E. doised to tol done tol sigmes 'S - £	f t 3 thbea	000,189	Electrical Conduit x #8 GROUNDING CONDUCTOR	ED.910A	1220	
			•		sonut F		**************************************			
					31	DOD. SEESS	COMBUIL	20118V	0217-0219	
MACKE	91 '51 95						A) PU	1000	0100 2100	
					HDA3	000.£		w beruad	:omussA	
KAREL	26 21				EVCH	000 1	ME-30 POLE, TYPE MP-30	05'9TOV	0512	
3435441	91 'ST 95						etonuq goq 15			
MANNE	31 31 35				7 types		enadio di	W besuded w	:ounssy	
					EACH	000.11	COMBINATION MAST ARM SIGNAL AND LIGHTING POLE	Varies	6120-7050	96
MACKE	91 '51 95						Allega and a second and a second and a second and a second and a second and a second and a second and a second			
					EACH	000.E	endito di		:emussA	
22244112010112		soil type or as needed is indicated by changes in soil material.	t	Field Moisture Test	1177.02	111313	PEDESTAL POLE, TYPE PP-10	48.300A	0203	JASSELECTRICAL
CHURCHWELL	ET 95	in-place moisture-density tests for each 1000' or less, depending on	Ť	Field Density Test			ion/1 locations	r ber ioce	reunssy	
			T	Lab Standard Proctor Test			Soil Density-Pipe Backfill it		A CHINA	
		soil type or as needed is indicated by changes in soil material.	16	Field Moisture Test	31	000.414	AMPIER MAIN PIPE	Varies	8510-5510	GROUP AS WATER MAIN
CHURCHWELL	ET 98	in-place moisture-density tests for each 1000' or less, depending on	16	Field Density Test						A THE COLOR OF THE SECTION OF SECTION ASSESSMENT
			B	teal Standard Proctor Test			tion/9 locations	3 per loc	:amussA	
					41	000.0159	Soll Density-Pipe Backfill #	COURA	*****	
							U CU	Varies	0114-0122	
							th others	Poured w	:amnssy	
KAREL	91 '51 95	Asoft bevorge mor) skillfu zeldmez '8-5:	T	Sample for Quality	HDA3	000.1	Reinforcing Steel - Field Sample CONCRETE HEADWALL AT STATION 103+84	4900.26	2110	
KAREL	26 15, 16	Aspite heavyidge most residues 19-5	Œ	Sample for Quality	81	000.EEL	Reinforcing Steel - Field Sample REINFORCING STEEL FOR COLLARS	00.7214	2010	
KRASON	91 '51 95	Sample required if from a non-approved stock	₽	YillauD tof alqma2	81	000.4869	White Pigmented Cure Compound-Field Usest REINFORCING STEEL FOR INLET AND JUNCTION BOX	05.2214	9010	
							T'SI CL	-50		
					CA	1,220	th others	(PA-48) 6.54	(amussA	
KRASON	91 '51 95	Agora bavorqqa-non s month beninpar alquia?	τ	Sample for Quality			White Pigmented Cure Compound-Fleid Usest CLASS 478-3000 CONCRETE FOR PIPE CULVERT PLUG	90.0514	5010	
							2,48 CY		- samesou	
NOSARX	91 'ST 95	NAME AND ORDER OF THE OWNER, AND ADDRESS OF		VI .	CA	089.S	CLASS 478-3000 CONCRETE FOR CONCRETE COLLARS	70.701A	to100	
	91 '51 95	Sample required if from a non-approved stock	Ţ	Sample for Quality			White Pigmented Cure Compound-Field Uses		1000	
	2C 14' 58	Air(every 300cy), Slump, Unit Weight, Yield, Cylinders	15	Field Tech Tests Unconfined Compression Cylinder			1112:03 CA	23.5		
MYCKE	91 '51 95	The second state of the second state of the second state of the second s	ε	Protection 397 88A						
				1,144 5 2	K)	040.211	CLASS 478-3000 CONCRETE FOR INLET AND JUNCTION BOX	3 Pour	:amnssA	
						- PARKSON	CLASS AZR-3000 CONCRETE FOR INITED AND HINGTICN BOX	65.2014	6010	
							ith others	Poured	:amnssy	
					HOAB	2.000	TAPPING EXISTING PIPE	4018.50	6600	
							A) Eu			
njqauca	9	Comments	steaf	Test Description	HnU	Connection	n Code Description		:emussA	
			Number of		111113		nolitrizad Description	all .	matt anti	Group

MSG 15, 16 KRASON

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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 items to the MDR for verification testing.

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

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

The aggressic sampling estimates assume that "traditional" ATB agg mix is being used.

sajdwes asau	One test every 3000 tons; MDR will te	1	CLASS E Quality 1PF Cement Sample	snoT	65'85EL		e/u	1PF Cement
W2G 12' 16 WYCKE W2G 28' 16 WYCKE	One test every 6000 tons; NDR will te One Test every 1000 tons	E	CLASS E Gradation	anoT	2178.80	88A Y3\eno:	t.25	8 SSA13
MSG 15, 16 MACKE	One Test every 2000 tons	ε	CLASS 8 Gradation	suol	66,7408	SSA YO\zno	ET	CLASS 8
			-			si si	stoT gnissaT & gnilqma	
			ı	zuol	65'85ET	PS/CX PCC	1999	1PF Cement
			1	CA	PO.EPTI	CY A88/CY PCC		CLASS E
				CA	70.E88E	CY ASSACY PCC		CLASS B
				CA	OC. T184 : Yrammu2 mail bla	Economic Section 1997		bns 0025-874
					alstoT		Conversion Factor	, - oost ary
							anolfali	Concrete Calcu
minimum of two of each type SG 23 DONDLINGE	J of every 5, o	EL	Reflectivity Test			Reflective Sheeting #		
minimum of two of each type SG 23 DONDLINGE	J of every 5, o	SE	Reflectivity Test	YAGB	000,64211	Reflective Sheeting # RARRICADE, TYPE III	01.1000	0244
Comments		To tedmuM attesT	Test Description	MnU	Quantity	notities of parties of	abo3 mail	meti enli

19F Cement Sample

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

2 One test every 750 tons; NDR will test these samples

FEES AND PAYMENTS

EXHIBIT "B"

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

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

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- written approval from the LPA before proceeding with the out-of-scope services. required, and (c) estimate the cost to complete the services. are not within the original scope of services and additional work effort is therefore services, (b) provide an explanation why Consultant believes that the proposed services services require an adjustment in costs, the Consultant shall: (a) describe the proposed different from those set out in the Scope of Services. When the LPA decides that these Consultant provide services that, in the opinion of Consultant, are in addition Out of Scope Services and Consultant Work Orders. the following criteria: approval will be given by the LPA, the LPA must determine that the situation The LPA may request that Consultant must receive ㅎ 악
- Consultant; and That the additional work is beyond the scope of services initially negotiated with
- which Consultant was selected and contract entered into; and That the proposed services are within the scope of the Request for Proposal under
- That it is in the best interest of the LPA that the services be performed under this agreement

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

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

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 www.roads.nebraska.gov/gov-aff/lpa-guide-man.html#forms4. deliverables, modification of schedule, and to document the cost of additional provide necessary justification for the additional the scope of services, The Consultant Work Order (CWO) – DR Form 250 shall be used to describe and been authorized and approved for funding The CWO form is available on the Department of Roads website at The CWO must be , effort,

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

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- (1) Direct Labor Costs are the earnings that individuals receive for the time they are working directly on the project
- (a) Hourly Rates: performed employee's straight time hourly rate for the pay period in which the work was For hourly employees, the hourly earnings rate
- as recorded in the Consultant's accounting books of record For salaried employees, the hourly earnings rate shall be their actual hourly rate
- approval ensure that time charges are correct and have the appropriate supervisory number, pertinent work phase, dates of service, and the individual's provide a clear identifying link to the projects: such as project description, project projects/activities distribution records that clearly indicate the distribution of hours to all There must be an adequate system of internal controls in place The hours charged to the project must be supported by adequate on a daily basis for the entire pay period. Time reports must name and
- (2) <u>Direct Non-Labor Costs:</u> These costs include all necessary, actual, and allowable the project; special insurance premiums if required solely for this agreement; and such other allowable items costs; reproduction and printing costs; special equipment and materials required for costs related to completing the work under the agreement, including but not limited lodging, mileage, subject to the limitations outlined below; communication
- are not eligible to be billed to this project as a direct expense labor cost category, in its entirety, as an overhead cost, then costs from that category overhead rate. If for reasons of practicality, the consultant is treating a direct non-A non-labor cost charged as a direct cost cannot be included in the Consultant's
- eligible and properly documented direct non-labor costs related to the work under Consultant shall submit to the LPA an invoice or billing itemizing all direct non-labor State, on behalf of the LPA, will pay the Consultant for all necessary, allowable claimed for work under this agreement, and all supporting receipts or invoices

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

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

- (a) The reimbursement for mileage associated with the use of company owned the lesser of: mileage associated with the use of a privately owned vehicle (POV), is limited to Revenue Service (IRS) through its Revenue Procedures. vehicles shall be the prevailing standard rate as established by the Internal Reimbursement for
- ے The mileage rate which the consultant reimbursed to the person who submitted the claim for POV use, or
- 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.
- The reimbursement for meal and lodging rates shall be limited to the prevailing Services Administration's (GSA) rates which is indicated below: standard rate as indicated in the current website address for U.S. General

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

For the Consultant and its employees to be eligible for the meal allowance, the following criteria must be met.

- a Employee is required to depart at or before 6:30 a.m., or
- চ Employee is on overnight travel.

Lunch:

- <u>a</u> day travel Employee must be on overnight travel. No reimbursement for same
- ᠑ a.m., or Employee is required to leave for overnight travel at or before 11:00
- C Employee returns from overnight travel at or after 2:00 p.m

Dinner:

- Employee returns from overnight travel or work location at or after 7:00 p.m., 9
- Employee is on overnight travel

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

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 Consultant shall note the actual lodging and meal costs in a daily diary, The

total daily meal costs must not exceed the GSA rates set out above

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

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- will be adjusted based on the LPA's determination of the actual percentage of work completed all of the work under this agreement is not completed for any reason, fixed fee for profit agreement, the Consultant shall invoice the LPA any remaining Fixed Fee for Profit. calculated by multiplying the sum of the direct labor and overhead costs billed by the negotiated Fee for Profit Rate of "%". upon direct non-labor costs. upon the negotiated direct labor and overhead costs. Fee for Profit (Actual Cost Plus Fixed Fee). The Fixed Fee for Profit was For monthly or progress invoices, the Fee for Profit is Upon completion of the work under this The Fee for Profit is not allowable computed ⇆
- Fee for itemized and provide a complete description of each item billed present actual direct labor, actual overhead, actual direct non-labor costs, as well as Reimbursement Procedures" which can be found on the State's website at http://www.roads.nebraska.gov/gov-aff/lpa-guide-man.html#policies4. The invoices must more frequently than at monthly intervals and in accordance with the "LPA Invoices and Progress Reports. Profit based upon the actual direct labor and overhead costs billed for that and The invoices must identify each employee by name and classification, the hours each individual's actual labor cost. The Consultant shall submit invoices to the LPA no Direct non-labor expenses must be

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substantiated by a progress report which is to include/address, as a minimum webpage at http://www.roads.nebraska.gov/gov-aff/lpa-guide-man.html) and must be Each monthly invoice must include a completed "Cost Breakdown Form"

- A description of the work completed for that period
- N ➣ description of the work anticipated for the next pay period
- 3. Information needed from the LPA
- Percent of work completed to date

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

ㅈ reasonable effort to pay the Consultant within 30 days of receipt of the Consultant the work has been properly completed. provide adequate substantiation for the work and the LPA and the State determine that Progress Payments. Payments will not be made unless the monthly progress reports The State, on behalf of the LPA, will make

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- claims and liability to the Consultant, its representatives, and assigns, for any and all agreement or any part thereof things done, furnished, or relating to the services rendered by or in connection with this substantiated and completed in accordance with this agreement, payment will be made final payment will constitute and operate as a release to the LPA and the State for all in the amount of the approved final invoice. applied. Upon determination by the LPA and the State that the work was adequately been computed or approved by the State, the most recent years accepted rate should be should be reflected on the final invoice. If a particular year's actual overhead has not yet to the time period that the labor was incurred. If cost adjustments are necessary, they overhead rates used on the progress billings match the actual ailowable rate applicable The Consultant shall review the overhead costs billed to-date to determine if the Consultant shall submit their final invoice to the State identifying it as the final invoice Final Invoice and Payment. Upon completion of the work under this The acceptance by the Consultant of the agreement,
- ŗ man.html#forms4 Department of Roads website at http://www.roads.nebraska.gov/gov-aff/lpa-guideaccordance with the instructions on the form. DR Form 39a is available on the Consultant Professional Services. The form must be submitted electronically in must complete and submit DR Form 39a – Notification of Completion Pre-letting Agreement Close-Out. After the Consultant submits their final invoice, the Consultant
- Z reimburse the State for any overpayments identified in the audit review, and State adjustment of the payments made under this agreement. made under this agreement. **Audit and** or its authorized representative, may complete an audit review of the payments to pay Consultant for any identified underpayments Final Cost Adjustment. The Parties understand that the audit may require Upon acceptance by the LPA and the State, the The Consultant agrees to
- 0 documents, papers, Consultant Cost Record Retention. accounting records, and other evidence pertaining to costs incurred The Consultant shall maintain, all books

the federal government, and when requested, the Consultant shall furnish copies. available for inspection by the LPA, State, FHWA, or any authorized representative of settlement by FHWA and project closeout by the State. Such materials must be times during the agreement period and for three years from the date of final cost and shall make such material available for examination at its office at all reasonable

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,
- Obtain minimum the insurance described below: Consultant the insurance from loss associated with the coverage that ≓ work. deems Also, Consultant shall have at a necessary fully protect

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 covering bodily injury, property damage including loss of use, and personal injury Policy
- General Aggregate to apply on a Per Project Basis
- work/product is complete including completed operations (the completed work/product) for three LPA shall be named as Additional Insured on മ primary and non-contributory basis (3) years after the
- 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.
- চ্ Contractual liability coverage shall be on a broad form basis and shall not be amended any limiting endorsements
- If work is being done near a railroad track, the 50' railroad right of way exclusion must be
- provided In the event that this contract provides for consultant to construct, reconstruct or produce maintained for a minimum completed above product, products and completed operations coverage shall be maintained period of five years for the duration of the work, after final acceptance and payment and shall be 3 ₽ amount

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

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

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

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

Umbreila/Excess -

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

- Policy shall provide liability coverage Commercial General Liability and Auto Liability in excess of the specified Employers Liability,
- The LPA, shall be an "Additional Insured"
- Project No. URB-5436(5)
 Control No. 42707
 Capital Avenue, Webb Wheeler Consultant agrees to waive its rights of recovery against the LPA. Waiver of subrogation Page 2 of 3 Exhibit "C"

in favor of the LPA shall be provided

Additional Requirements -

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

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 insurance in whole or in part does not waive the requirements of this agreement of the owner or any other party to review, approve, and/or reject a certificate 으
- consultant, subconsultant, or tier subconsultant of any responsibility of liability under the The Limits of Coverage's set forth in this document are suggested minimum limits of liability on the carrying of insurance described shall in no way be interpreted as relieving the The suggested limits of coverage shall not be construed to be a limitation of part of the consultant or any of its subconsultants/tier subconsultants
- specification for this project, the greater limit or coverage requirement shall prevail. there is a discrepancy of coverage between this document and any other insurance

RESOLUTION 2015-144

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

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; WHEREAS, the City of Grand Island as a sub-recipient of Federal-Aid funding is

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,

Jereny)L. Jensen, Ma

Attest:

RaNae Edwards, City Clerk

Draw 3

Approved as to Form June 8, 2015

to Form a City whomey