

12/00/552

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION APPROVING AGREEMENT UNDER THE SAFE ROUTES TO
SCHOOL PROGRAM – PROJECT NO. SRTS-77(53)

WHEREAS, pursuant to Neb. Rev. Stat. § 23-104 (Reissue 2007), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. § 23-103 (Reissue 2007), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, general supervision and control of the public roads of each county is vested in the County Board by virtue of Neb. Rev. Stat. §39-1402 (Reissue 2007); and,

WHEREAS, by Resolution No. 2007-228, Sarpy County entered into an agreement with the State of Nebraska to use funding from the Safe Routes to School Program for Project No. SRTS-77(53) State Control No. 22270 for improvements of the school sidewalk route near Papillion-Rumsey Station Elementary; and,

WHEREAS, Sarpy County desires to perform the necessary construction engineering services (project management) but, in order for the remainder of the project to continue its eligibility for federal funding, Sarpy County must enter into a Construction Engineering Agreement with the Nebraska State Department of Roads which Agreement outlines the standards and specifications with which Sarpy County will perform said construction engineering services; and,

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT the this Board hereby approves and adopts the Construction Engineering Agreement and associated documents with Nebraska State Department of Roads for services in conjunction with the improvements of the school sidewalk route near Papillion-Rumsey Station Elementary, in Sarpy County.

BE IT FURTHER RESOLVED that the Chairman of this Board, together with the County Clerk are hereby authorized to execute on behalf of this Board , the Construction Engineering Agreement and associated documents Nebraska State Department of Roads, a copy of which is attached, and any other related documents, the same being approved by the Board

The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 25th day of September, 2012.


Sarpy County Board Chairman - Vice




County Clerk



Dave Heineman
Governor

STATE OF NEBRASKA
DEPARTMENT OF ROADS
Randall D. Peters, P.E., Director - State Engineer

September 27, 2012

Sarpy County Clerk
Attn. Christine Vance
1210 Golden Gate Drive
Papillion NE 68046-2895

RE: Rumsey Station, STRS-77(53), CN 22270
Notice-to-Proceed with Construction Engineering

Dear Christine,

We understand Sarpy County is not seeking reimbursement of cost associated with Construction Engineering (i.e. inspection, sampling and testing). Below we state your agency is responsible for complying with all Federal and State requirements and policies.

Please consider this correspondence as your written **Notice-to-Proceed** to begin the Construction Engineering phase of this project. As confirmation that Federal funds have been obligated for this project, a screen shot of the Federal Financial Management Information System is enclosed.

Your Local Public Agency (LPA) is responsible for complying with all Federal and State requirements and policies applicable to Federal-aid highway projects. Failure to meet any eligibility requirements for Federal funding may result in the loss of all Federal funding for the project. In the event that the acts or omissions of the LPA or its representatives (including the Responsible Charge) result in a finding that a project is ineligible for Federal funding, the LPA will be required to reimburse NDOR some or all previously reimbursed Federal funds in addition to any costs or expenses NDOR has incurred for the project.

For questions regarding this project, please do not hesitate to contact me.

Sincerely,

Greg Wood, P.E.
Nebraska Department of Roads, Construction Division
1500 Highway 2
Lincoln, NE 68509-4759
greg.wood@nebraska.gov
(402) 479-3831

Enclosures

cc: Falcon
Bill Herr, Sarpy County

STATE: NEBRASKA

PROJECT NO:0077(053)

NO: 5

STATE PROJ. NO(S): 22270

DESCRIPTION: Rumsey Station Elementary - pedestrian crossing

CLASSIFICATION OF PHASE OF WORK: CONSTR

THE PROJECT AGREEMENT FOR THE ABOVE-REFERENCED PROJECT ENTERED INTO BETWEEN THE UNDERSIGNED PARTIES AND EXECUTED BY THE DIVISION ADMINISTRATOR ON 06/28/2007 IS HEREBY MODIFIED AS FOLLOWS:

PROGRAM CODE	URBAN/ WITH		FORMER AMOUNT	REVISED AMOUNT
HU20		ESTIMATED TOTAL OF PROJECT	\$14,931.00	\$14,931.00
		FEDERAL FUNDS	\$14,931.00	\$14,931.00
		ADV CONSTRUCTION FUNDS	\$0.00	\$0.00
		PERCENT FEDERAL SHARE	100.00%	100.00%
LU20		ESTIMATED TOTAL OF PROJECT	\$14,922.00	\$133,179.00
		FEDERAL FUNDS	\$14,922.00	\$133,179.00
		ADV CONSTRUCTION FUNDS	\$0.00	\$0.00
		PERCENT FEDERAL SHARE	100.00%	100.00%

STATE REMARKS:

New Project Authorization of PE ; Additional PE for supplemental agreement #1. ICE sent separately.
Additional PE for amended ICE - sent separately. kt 2/9/10 ; adjust to contract amount - YK08258, Supplement 1 - kt 5/18/11 ; Obligate for CWO #1 kt 6/26/12 ; Obligate construction - 10/4/12 letting

DIVISION REMARKS:

Cost justification (environmental work, design changes) for the increase in the PE costs is in the project file. RKF.
PS&E signed by NDOR and Construction Authorization form on file, fmr 9/3/2012.

ALL OTHER TERMS AND CONDITIONS OF THE PROJECT AGREEMENT WILL REMAIN IN FULL FORCE AND EFFECT.

DEPARTMENT OF TRANSPORTATION

AVAILABLE FUNDS CERTIFIED BY: KENDALL M. TONJES DATE: 08/30/2012
APPROVAL RECOMMENDED BY: KENDALL M. TONJES DATE: 08/30/2012
APPROVED AND AUTHORIZED BY: MARILYN R. HAYES DATE: 08/30/2012

FEDERAL HIGHWAY ADMINISTRATION

APPROVAL RECOMMENDED BY: EDWARD CONRADT DATE: 08/30/2012
APPROVED AND AUTHORIZED BY: EDWARD CONRADT DATE: 08/30/2012
MODIFICATION APPROVED BY: FRANK M. RICH DATE: 09/03/2012

STATE - LPA
PROFESSIONAL SERVICES, LPA STAFF/NON-PARTICIPATING
CONSTRUCTION ENGINEERING SERVICES

SARPY COUNTY, NEBRASKA
NEBRASKA DEPARTMENT OF ROADS
PROJECT NO. SRTS-77(53)
CONTROL NO. 22270
PAPILLION-RUMSEY STATION ELEMENTARY
SAFE ROUTES TO SCHOOL

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

WITNESSETH:

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

WHEREAS, the LPA and State have entered into Program Agreement, YL0753, for the above named project executed by the LPA on September 11, 2007 and executed by the State on September 20, 2007, and

WHEREAS, the LPA's federal-aid project is designated as Project No. SRTS-77(53), and

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

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

WHEREAS, the LPA will not request reimbursement for this work from Federal funds made available for this project, and

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

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

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

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

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

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

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

SECTION 1. DEFINITIONS

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

"LPA" means Sarpy County, Nebraska and any employees thereof, whose business and mailing address is 15100 South 84th Street, Papillion, NE 68046.

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

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

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

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

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

"STATE REPRESENTATIVE" means an employee of the State assigned by the State to determine whether the LPA's project meets the eligibility requirements for federal funding and to

provide technical assistance when requested by the LPA, in LPAs efforts to comply with the requirements for Federal-aid funded local projects.

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

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

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

SECTION 2. THIS SECTION HAS INTENTIONALLY BEEN LEFT BLANK

SECTION 3. PROGRAM AGREEMENT

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

SECTION 4. TERM OF THE AGREEMENT

This agreement becomes effective on the date it is signed by the State and will end upon completion of all work on this Federal-aid project.

SECTION 5. SCOPE OF SERVICES (LPA provided CE)

LPA understands that the Services provided by LPA must be completed in accordance with all federal-aid reimbursement requirements and conditions. The Scope of Services is contained within the General Statement set out below.

General Scope of Services:

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

The LPA shall review and have a working knowledge of the project plans, special provisions, standard specifications (the Standard Specifications for Highway Construction of NDOR (Current Edition), change orders and all other project related contract documents for the construction of LPA's Federal-Aid project. The project plans, special provisions, standard specifications, and other contract documents are hereby incorporated by reference into this agreement, as if they were fully set forth herein, and collectively, may be referred to as the Construction Contract Documents. LPA shall have the duties of "Inspector", (also referred to in the NDOR Construction Manual as "Construction Technician"); "Project Manager;" and also "Engineer" (unless the context of use of the term "Engineer" would otherwise require), as those terms are defined and duties set out in the Standard Specifications for Highway Construction (2007 Edition). LPA shall be responsible for all duties of the "Engineer."

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

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

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

Manuals, State and Federal law, rule or regulation and policy. LPA shall fulfill all contract duties of inspection, project management and construction engineering for the project in a timely manner and shall communicate regularly about the progress of the construction with the State, through the RC, and, when appropriate for federal funding or eligibility issues, the State representative.

The LPA is required to use Trans•Port Site Manager as the construction record-keeping system for Services under this contract.

The LPA shall be present at the project site when appropriate for each applicable phase of construction to inspect, observe, monitor, measure, manage, document and report on the progress of the work. The parties understand that the LPA is not responsible for the Contractor's means and methods of construction.

Additional Requirements:

- A. The LPA shall assist any Disadvantaged Business Enterprise (DBE) working on the project is in need of assistance.
- B. The LPA shall make every effort to assist the Contractor or any Subcontractor in interpreting Project Plans, Special Provisions, Standard Specifications, other Construction Contract Documents, or the Manuals.
- C. The LPA will be present at the project site or available to contractor beginning on the date specified in the notice to proceed to the contractor, unless project work has not begun at the site; or, with at least 24 hours notice, at any prior date (1) when contract work begins or when materials are delivered to the project that need to be tested, sampled or inspected to verify conformance to the requirements of the Construction Contract Documents.
- D. The LPA will promptly review and approve or reject all construction work on the project, with the right, but not the duty, for the State and FHWA to review for compliance or funding eligibility.
- E. All reports of field tests performed by the LPA will be submitted weekly to the State Representative (two copies). LPA will take prompt and appropriate action to reject or cause Contractor to remedy the work or materials that do not conform to the contract documents.
- F. The LPA shall comply with all Federal, State and local laws, rules or regulations, policies or procedures, and ordinances applicable to the work contemplated in this agreement.

G. The sampling and testing type, method and frequency must be completed by LPA according to the current State of Nebraska Manuals, including the Materials Sampling Guide and the State Standard Methods of Tests (www.dor.state.ne.us), and the Construction Contract Documents. For sampling or testing issues or situations that are not covered in the Construction Contract Documents or the Manuals, LPA shall decide what testing type, method or frequency should be applied for this project. Any test methods or procedures that are proposed to be used and are not covered by NDOR procedures must receive prior concurrence for use from NDOR and FHWA. The estimate for materials sampling and testing is set out on the documents attached hereto as Exhibit "A", and is incorporated herein by this reference.

SECTION 6. THIS SECTION HAS INTENTIONALLY BEEN LEFT BLANK

SECTION 7. NEW EMPLOYEE WORK ELIGIBILITY STATUS (LPA)

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

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

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

SECTION 8. NOTICE TO PROCEED AND COMPLETION

LPA may proceed with this work upon full execution of this agreement because LPA is not seeking Federal reimbursement for its Construction Engineering services. LPA agrees to prosecute this work promptly to completion, and shall perform services until all Federal-aid requirements have been met by LPA.

SECTION 9. REIMBURSEMENT AND INVOICING

The LPA desires to utilize their own staff to provide the professional services under this agreement and will do so with LPA funds only. The LPA has obtained approval from the NDOR to do so, based on the LPA meeting all federal-aid eligibility requirements for all phases of the project. The LPA will not seek reimbursement from Federal funds for the construction engineering services performed under this agreement.

SECTION 10. PROFESSIONAL PERFORMANCE (LPA provided)

The LPA understands that it is solely responsible for the quality of the professional services it is providing for this project. LPA believes that LPA employees have the necessary professional training, experience and ability to properly complete the work under this agreement. Examination by the State, or FHWA, or any acceptance or use of, or acquiescence in the LPA's work product, will not be considered to be a full and comprehensive examination and will not be considered approval of the LPA's work product which would relieve the LPA from liability or expense that would be connected with the LPA's sole responsibility for the propriety and integrity of the professional work to be accomplished by the LPA pursuant to this agreement.

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

acts of the LPA will be borne by the LPA without liability or expense to the State and will not be considered eligible for reimbursement with federal funds.

SECTION 11. FEDERAL-AID CONSTRUCTION ENGINEERING EXPECTATIONS - 23 CFR

635.105 (LPA provided CE, non-participating)

Federal law, 23 C.F.R. § 635.105, requires that all LPA Federal-aid projects, shall "receive adequate supervision and inspection to insure that projects are completed in conformance with approved plans and specifications." (635.105(a)) The requirements of §635.105 apply to this Federal-aid project even though the LPA is providing the construction engineering services with its own employees, and is not seeking Federal-aid reimbursement for its construction engineering costs. LPA agrees to comply with all of the construction engineering requirements of §635.105.

LPA asserts that LPA's staff who will be providing the construction engineering services for this project are properly qualified by training, credentials and experience with Federal-aid projects to independently complete LPA's duties under this contract, and all duties of §635.105. LPA agrees to remain adequately staffed and suitably equipped to undertake and satisfactorily complete the construction engineering duties and services required to independently insure the project is completed in conformance with the approved plans and specifications throughout the term of this contract.

Additionally, since this is LPA's Federal-aid project, LPA will complete all construction engineering work so that any obligations of the State to FHWA under §635.105 are met satisfactorily by LPA. In the event the LPA fails to meet any or all requirements of §635.105, LPA understands that the project may be deemed to be ineligible, in whole or in part, for Federal-aid reimbursement by the State or the FHWA. In the event that Federal-aid funds are withheld in whole or in part, LPA shall be solely responsible for such ineligible project costs. Accordingly, LPA agrees to hold harmless, indemnify, and defend the State from any claim, demand or action arising out of or related to LPA's construction engineering services under this agreement.

If the State or FHWA determines that the construction engineering services provided by LPA do not meet the requirements of 23 CFR 635.105, State will notify LPA of the noted deficiency and LPA shall immediately bring LPA's services into compliance with the requirements of 23 CFR 635.105.

SECTION 12. DOCUMENT RETENTION (LPA provided):

The LPA shall retain all applicable documents listed in Section 14.8 of the LPA Manual for the periods of time specified therein.

SECTION 13. CONFLICT OF INTEREST

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

DOCUMENT for LPA OFFICIALS, EMPLOYEES & AGENTS for LOCAL FEDERAL-AID TRANSPORTATION PROJECTS located on the State website at the following location:

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

In the event a consultant is used by the LPA on this project, the Consultant must also complete and sign the **CONFLICT OF INTEREST DISCLOSURE FORM FOR CONSULTANTS for Local Federal-aid Transportation Projects**, for each project. This form is located on the State website at the following location: <http://www.dor.state.ne.us/gov-aff/lpa/chapter-forms/coi/coi-disclosure-doc-consultant.pdf>.

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

SECTION 14. USE AND/OR RELEASE OF PRIVILEGED OR CONFIDENTIAL INFORMATION (LPA provided CE)

Certain information provided by the State or maintained by the LPA is confidential information contained within privileged documents protected by 23 U.S.C. §409. "Confidential information" means any information that is protected from disclosure pursuant to state and federal law and includes, but is not limited to, accident summary information, certain accident reports, diagnostic evaluations, bridge inspection reports, and any other documentation or information that corresponds with said evaluations or reports, and any other information protected by 23 U.S.C. §409. "Privileged document" means any document pertaining to any file or project maintained by the LPA or State that is privileged and protected from disclosure, pursuant to appropriate state and federal law, including any document containing attorney-client

communications between an LPA or State employee and Legal Counsel. This confidential and privileged information is vital and essential to the LPA in order that the LPA adequately oversee the construction of the project.

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

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

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

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

SECTION 15. THIS SECTION HAS INTENTIONALLY BEEN LEFT BLANK

SECTION 16. THIS SECTION HAS INTENTIONALLY BEEN LEFT BLANK

SECTION 17. GENERAL COMPLIANCE WITH LAWS

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

SECTION 18. DISPUTES

Any dispute concerning a question of fact in connection with the work not disposed of by this agreement will be referred for determination to the State or a duly authorized

representative, whose decision in the matter will be final and conclusive on the parties to this agreement.

SECTION 19. HOLD HARMLESS PROVISION

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

SECTION 20. PROFESSIONAL REGISTRATION

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

SECTION 21. SUCCESSORS AND ASSIGNS

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

SECTION 22. DRUG-FREE WORKPLACE POLICY (LPA CE)

The LPA shall have an acceptable and current drug-free workplace policy.

SECTION 23. FAIR EMPLOYMENT PRACTICES ACT

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

SECTION 24. DISABILITIES ACT

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

SECTION 25. DISADVANTAGED BUSINESS ENTERPRISES

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

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

of the FHWA, may result in termination of this agreement by the State or such remedy as the State deems appropriate.

SECTION 26. NONDISCRIMINATION (LPA)

- A. **Compliance with Regulations:** During the performance of this agreement, the LPA, for itself and its assignees and successors in interest, agrees to comply with the regulations of the DOT relative to nondiscrimination in federally-assisted programs of the DOT (49 CFR 21 and 27, hereinafter referred to as the Regulations), which are hereby made a part of and included in this agreement by reference.
- B. **Nondiscrimination:** The LPA, with regard to the work performed by it after award and prior to completion of this agreement, shall not discriminate on the basis of race, color, sex, or national origin in the selection and retention of Consultants or Subconsultants, including procurements of materials and leases of equipment. The LPA shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5, including employment practices when the agreement covers a program set forth in Appendixes A, B, and C of 49 CFR 21.
- C. **Solicitations for Subagreements, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a subagreement, including procurements of materials or equipment, each potential Consultant, Subconsultant or supplier shall be notified by the LPA of the LPA's obligations under this agreement and the Regulations relative to nondiscrimination on the basis of race, color, sex, or national origin.
- D. **Information and Reports:** The LPA shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State or FHWA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of an LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA shall certify to the State or FHWA, as appropriate, and set forth what efforts it has made to obtain the information.
- E. **Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this agreement, the State will impose such

agreement sanctions as it or the State and FHWA may determine to be appropriate, including but not limited to withholding of payments to the LPA under this agreement until the LPA complies, and/or cancellation, termination, or suspension of this agreement, in whole or in part.

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

SECTION 27. SUBLETTING, ASSIGNMENT, OR TRANSFER

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

SECTION 28. ALL ENCOMPASSED

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

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

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

EXECUTED by the LPA this 25th day of September, 2012.

WITNESS:
Deb Houghtaling



[Signature]
LPA Clerk

SARPY COUNTY
Rusty Hike

[Signature]
Vice-Chair, County Board of Commissioners

EXECUTED by the State this 27th day of September, 2012

STATE OF NEBRASKA
DEPARTMENT OF ROADS
Greg Wood, P.E.

[Signature]
Construction Division Engineer

State of Nebraska Department of Roads
Required Document List

Contract ID 2270X
Control Number 22270 000
Project Number SRTS-77(53)
Location RUMSEY STATION ELEMENTARY, PAPILLION
Type of Work CONC PAVE ELEC
Letting Date Oct. 4th, 2012

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

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

Group	Line Item	Item Code	Description	Quantity	Unk	Acceptance Method	Reference Book	M&R Contract		
GROUP 3	0001	0030.30	MOBILIZATION	1.000	LS					
	0002	1009.00	GENERAL CLEARING AND GRUBBING	1.000	LS					
	0003	1101.00	REMOVE PAVEMENT	550.000	SY					
	0004	1107.00	REMOVE WALK	119.000	SY					
	0005	3016.05	CONCRETE CLASS 47B-3000 SIDEWALK 5" Class B (47B Fine) Aggregate Class E (47B Coarse) Aggregate Portland Cement Blended-IPF, IPN, IPF/S Portland Cement Concrete Pref Expansion Jt Filler-Asphalt Type # Pref Expansion Jt Filler-Sponge Rubber # Pref. Expansion Jt Filler - Fiber Type # White Pigmented Cure Compound-Field Use#	385.000	SY	TOS TOS TOS TOS APL APL APL APL/TOS	SG-16 SG-16 SG-16 SG-16 SG-16 SG-16 SG-16 SG-16	BEASON BEASON MASTERS MASTERS MASTERS MASTERS MASTERS MASTERS		
	0006	3016.39	DETECTABLE WARNING PANEL	160.000	SF	APL	SP-66	KAREL		
	0007	3075.22	7" CONCRETE PAVEMENT, CLASS 47B-3500 Class B (47B Fine) Aggregate Class E (47B Coarse) Aggregate Portland Cement Blended-IPF, IPN, IPF/S Portland Cement Concrete White Pigmented Cure Compound-Field Use# Hot Poured Joint Sealant -Field Use#	343.000	SY	TOS TOS TOS TOS APL/TOS APL/TOS	SG-15 SG-15 SG-15 SG-15 SG-15 SG-15	BEASON BEASON MASTERS MASTERS MASTERS BYRE		
	0008	4900.55	INSTALL	10.000	EACH					
	0009	7308.10	REMOVE SIGN	7.000	EACH					
	0010	7316.00	SIGN	23.000	EACH					
	0011	7333.05	POST	1.000	EACH					
	0012	7390.00	REMOVE SIGN AND POST	4.000	EACH					
	0013	7390.02	RELOCATE SIGN	5.000	EACH					
	0014	7512.14	24" WHITE PREFORMED PAVEMENT MARKING, TYPE 4, G	784.000	LF	APL	NSS423	DONDLINGER		
	0015	9111.00	WATER	1.000	MGAL					
0016	9173.20	SUBGRADE PREPARATION Soil Density-Subgrade Preparation#	343.000	SY		TOS	SG-10	PENAS		
0017	L010.00	SODDING	350.000	SY						
GROUP 8B	0018	0030.80	MOBILIZATION	1.000	LS					
	0019	A003.00	FLASHING BEACON	2.000	EACH					
	0020	A006.83	PEDESTAL POLE, TYPE PP-12 Class B (47B Fine) Aggregate Class E (47B Coarse) Aggregate Portland Cement Concrete Non-Shrink Grout #	2.000	EACH	COC TOS TOS TOS APL	SG-21 SG-16 SG-16 SG-16 SG-16	KAREL BEASON BEASON MASTERS MASTERS		
	0021	A070.18	3-INCH CONDUIT IN TRENCH Buy America Cert-Producer/Supplier Electrical Conduit #	40.000	LF		MC PMV/TOS	NSS106 SG-21	KAREL KAREL	
	0022	A077.17	7/C #14 AWG TRAFFIC SIGNAL CABLE	40.000	LF	TOS	SG-21	KAREL		
	0023	A079.55	SERVICE CABLE	100.000	LF	TOS	SG-21	KAREL		
	GROUP 10	0024	0001.08	BARRICADE, TYPE II Reflective Sheeting # Barricade Warning Lights Type C #	1360.000	BDAY		TOS APL	SG-23 SG-23	DONDLINGER KAREL
		0025	0001.90	SIGN DAY	1122.000	EACH				
		0026	0003.10	FLAGGING	18.000	DAY				
		0027	0030.10	MOBILIZATION						
			BUY AMERICA CERTIFICATION (PRIME CONTRACTOR)			CC	SP-43	KAREL		

State of Nebraska Department of Roads
Material Sampling and Testing Summary

Contract ID 2270X
Control Number 22270 000
Project Number SRTS-77(53)
Location RUMSEY STATION ELEMENTARY, PAPILLION
Type of Work CONC PAVE ELEC
Letting Date Oct. 4th, 2012

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

Group	Line Item	Item Code	Description	Quantity	Unit	Test Description	Number of Tests	Comments	Guidance
GROUP 3 CONC PAVMT	0005	9016.05	CONCRETE CLASS 47B-3000 SIDEWALK 5"	385.000	SY				
	Assume:	2 Pours	2 Locations - Eagle Ridge Dr. & Savannah Dr. / Eagle Ridge Dr. & Betsy Ave.			Agg Free Moisture	2		SG-16 BEASON
		72	CY 47B-3000			Field Tech Tests	2	Air(every 300cy), Slump, Unit Weight, Yield, Cylinders...	SG-16 BEASON
			White Pigmented Cure Compound-Field Uses			Unconfined Compression Cylinder	8	1 quart from each lot	SG-16 MASTERS
								Unless shipped from tested and approved stock.	SG-16 MASTERS
GROUP 3 CONC PAVMT	0007	9075.22	7" CONCRETE PAVEMENT, CLASS 47B-3500	343.000	SY				
	Assume:	2 Pours	2 Locations - Eagle Ridge Dr. & Savannah Dr. / Eagle Ridge Dr. & Betsy Ave.			Agg Free Moisture	2		SG-16 BEASON
		89	CY 47B-3500			Field Tech Tests	2	Air(every 300cy), Slump, Unit Weight, Yield, Cylinders...	SG-16 BEASON
			White Pigmented Cure Compound-Field Uses			Unconfined Compression Cylinder	8	1 quart from each lot	SG-15 MASTERS
			Hot Poured Joint Sealant -Field Uses			1 per lot		Unless shipped from tested and approved stock.	SG-15 MASTERS
								Unless shipped from tested and approved stock.	SG-15 BYRE
GROUP 3 CONC PAVMT	0016	9173.20	SUBGRADE PREPARATION	343.000	SY				
	Assume:	2 Locations	Soil Density-Subgrade Preparation			Lab Standard Proctor Test	1		SG-10 PENAS
						Field Density Test - 1 per location/2 locations	2		SG-10 PENAS
						Field Moisture Test - 1 per location/2 locations	2		SG-10 PENAS
GROUP 8B ELECTRICAL	0020	A006.83	PEDESTAL POLE, TYPE PP-12	2.000	EACH				
	Assume:	1 Pour	2 Locations			Agg Free Moisture	1		SG-16 BEASON
		1	CY 47B-3000 - .5 CY per location			Field Tech Tests	1	Air(every 300cy), Slump, Unit Weight, Yield, Cylinders...	SG-16 BEASON
								Unconfined Compression Cylinder	8
								Unless Underwriters' Laboratory or Intertek testing services (ETL) approved, if UL or ETL label is attached and physical dimensions are correct, the conduit may be accepted.	SG-21 KAREL
GROUP 8B ELECTRICAL	0021	A070.18	Electrical Conduit	40.000	LF	1 - 2' sample for each lot or batch	1		SG-21 KAREL
	0022-0023		Electrical Cable	140.000	LF	1 - 4' sample for each cable type per lot. 2 Types	2	if requested by the Materials and Research Division a manufacturer's certified test report may also be required.	SG-21 KAREL
	GROUP 10 GENERAL ITEMS	0024	0001.08	BARRICADE, TYPE II	1360.000	BDAY			
			Reflective Sheeting #			1 of every 5, or a minimum of two of each type	20		SG-23 DONDLINGER

Concrete Calculations				Totals	
Conversion Factor			Bid Item Summary: 161.00		
47B-3500					CY
Fine Agg	0.806	CY Agg/CY PCC	129.77		CY
Coarse Agg	0.3618	CY Agg/CY PCC	58.25		CY
1PF Cement	564	lbs/CY PCC	45.40		Tons

Agg/Cement Sampling & Testing Totals								
Fine Agg	1.3	tons/CY Agg	168.70	Tons	Fine Agg Gradation	1	One Test every 1500 tons	SG-16 BEASON
					Fine Agg Quality	1	One test every 4500 tons; NDR will test these samples	
Coarse Agg	1.25	tons/CY Agg	72.81	Tons	Coarse Agg Gradation	1	One Test every 1500 tons	SG-16 BEASON
					Coarse Agg Quality	1	One test every 4500 tons; NDR will test these samples	
1PF Cement	n/a		45.40	Tons	1PF Cement Sample	1	One test every 750 tons; NDR will test these samples	SG-16 MASTERS

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