

C-17-0280

CONTRACT DOCUMENTS

LANCASTER COUNTY

N E B R A S K A

For

Bid No. 17-057

Project No: 16-01

PIPE CULVERT MAINTENANCE

Rush Creek Construction, Inc.

2600 Ridgeview Dr.

Beatrice, NE 68310

LANCASTER COUNTY, NEBRASKA  
CONTRACT AGREEMENT

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Rush Creek Construction, Inc., hereinafter called the Contractor, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter called the County.

WHEREAS, the County has caused to be prepared in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described and has caused to be published an advertisement for and in connection with said Work, to-wit: Bid No. 17-057, Project No. 16-01, Pipe Culvert Maintenance; and

WHEREAS, the Contractor, in response to such advertisement, has submitted to the County, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and

WHEREAS, the County, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal, a copy thereof being attached to and made a part of this Contract.

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the County hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute construct, and compete all work included in and covered by the County's award of this Contract to the Contractor, such award being based on the acceptance by the County of the Contractor's Proposal.
2. The County agrees to pay the Contractor for the performance of the work embraced in this Contract and the Contractor agrees to accept as full compensation therefor, the following sums for all work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the County in the sum of: Eight Hundred Two Thousand Two Hundred Fifty Seven Dollars and 42/100 (\$802,257.42).
3. EQUAL EMPLOYMENT OPPORTUNITY: In connection with the carrying out of this project, the Contractor shall not discriminate against any employee, applicant for employment, or any other person because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
4. To the extent permitted by law, the County relinquishes control of the construction site to the Contractor and its subcontractors during the period of construction. The construction, placement of barricades, and posting of warning signs in the area of construction will be the responsibility of the Contractor. This shall include the placement of construction equipment and any obstacles which are created as a result of the construction project. The placement of barricades and warning signs shall be in compliance with the Manual on Uniform Control Devices, the 2011 City of Lincoln Standard Specifications for Municipal Construction, as supplemented by the 2007 Edition of the Standard Specifications of Highway Construction of the State of Nebraska, the Special Provisions, Supplementary Special Provisions, and all other supplementary documents to this Agreement. To the extent permitted by law, the Contractor expressly accepts control of the construction site, such control shall include, but not be limited to, barricades, signs, road crossings, warning signs, construction equipment and any obstacles created during construction of the project.
5. It is the express intent of the parties that this Agreement shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the County and employees of the County shall not be deemed to be employees of the Contractor. The Contractor and the County shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the County's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

6. Each party agrees to indemnify and hold harmless, to the fullest extent allowed by law, the other party and its principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of their principals, officers, or employees in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, each party shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this Agreement shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.
7. This Contract shall be effective upon execution by both parties. The Work included in this Contract shall commence on April 10, 2017 (*or upon notice to proceed by the County*) and shall be completed on or before September 22, 2017
8. If any portion of this Agreement is held invalid, the remainder hereof shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.
9. GUARANTEE: A Performance and Labor and Material Payment Bond in the full amount of the Contract shall be required for all construction contracts.
10. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the Contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise 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 pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A. 1324b. The Contractor shall require any subcontractor to comply with the provisions of this section.
11. This Contract Agreement, along with the Suppliers Response, Plans and the following Supplemental Contract Documents, attached hereto and incorporated by this reference, form this Contract:
  1. Instructions to Bidders
  2. Supplemental Instructions to Bidders
  3. Map
  4. Accepted Proposal of Contractor
  5. Contractor Work Resume Form
  6. Project Schedule Form
  7. Special Provisions
  8. Barricade and Detour Plans
  9. Performance and Labor and Material Payment Bond
  10. Purchasing Agent Appointment
  11. Nebraska Resale or Exempt Sale Certificate
  12. Tax Assessment Form
  13. Employer Classification Act Instructions
  14. Employee Classification Act Affidavit
  15. Insurance Clause and Certificate

The Contractor and the County hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the **Contractor** and the **County** do hereby execute this contract.

EXECUTION BY LANCASTER COUNTY, NEBRASKA

ATTEST:

BY THE BOARD OF COUNTY COMMISSIONERS OF  
LANCASTER COUNTY, NEBRASKA

\_\_\_\_\_  
County Clerk

Contract and Bond Approved as to Form

this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Deputy County Attorney

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Rush Creek Const., Inc

\_\_\_\_\_  
Name of Corporation

ATTEST:

2600 Ridgerview Dr.

\_\_\_\_\_  
(Address)

Beatrice, NE 68310

Secretary

ROL BELKMAN

By \_\_\_\_\_

Duly Authorized Official

\_\_\_\_\_  
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Type of Organization

\_\_\_\_\_  
Address)

By: \_\_\_\_\_

Member

By: \_\_\_\_\_

Member

IF AN INDIVIDUAL:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

# INSTRUCTIONS TO BIDDERS

## LANCASTER COUNTY, NEBRASKA

### PURCHASING DIVISION

#### E-Bid

#### 1. BIDDING PROCEDURE

- 1.1 Sealed bid, (formal and informal), subject to Instructions and General Conditions and any special conditions set forth herein, will be received in the office of the Purchasing Division, 440 So. 8th St., Lincoln, NE 68508, until the bid closing date and time indicated for furnishing Lancaster County, hereinafter referred to as "County", the materials, supplies, equipment or services shown in the electronic bid request.
- 1.2 Bidders shall use the electronic bid system for submitting bids and must complete all required fields. If you do not care to bid, please respond to the bid request and note your reason.
- 1.3 Identify the item you will furnish by brand or manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature if not bidding the specific manufacturer or model as listed in the specifications.
- 1.4 Any person submitting a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Bids received after the time and date established for receiving bids will be rejected.
- 1.6 The Bidders and public are invited, but not required, to attend the formal opening of bids. At the opening, prices will be displayed electronically and/or read aloud to the public. The pricing is also available for immediate viewing on-line. No decisions related to an award of a contract or purchase order will be made at the opening.

#### 2. BID SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or Bidder's bond, may be required to be submitted with this bid document, as indicated on the bid.
  - 2.1.1 Bid security, if required, shall be in the amount specified on the bid. The bid security must be scanned and attached to the "Response Attachments" section of your response or it can be faxed to the Purchasing office at 402-441-6513. The original bid security should then be sent or delivered to the office of the Purchasing Division, 440 S. 8th St., Ste. 200, Lincoln, NE 68508 within three (3) days of bid closing.
  - 2.1.2 If bid security is not received in the Purchasing Division as stated above, the vendor may be determined to be non-responsive.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful Bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful Bidder(s) as follows:
  - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the County.
  - 2.4.2 For all other contracts: upon approval by the County of the executed contract and bonds.
- 2.5 County shall have the right to retain the bid security of Bidders to whom an award is being considered until either:
  - 2.5.1 A contract has been executed and bonds have been furnished.
  - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
  - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the County as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this bidding document:
  - 2.6.1 If the Bidder fails or refuses to enter into a contract on forms provided by the County, and/or if the Bidder fails to provide sufficient bonds or insurance within the time period as established in this bidding document.

#### 3. BIDDER'S REPRESENTATION

- 3.1 Each Bidder by electronic signature and submitting a bid, represents that the Bidder has read and understands the bidding documents, the bid attributes, the bid attachments, and the bid has been submitted in accordance therewith.
- 3.2 Each Bidder for services further represents that the Bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

#### 4. INDEPENDENT PRICE DETERMINATION

- 4.1 By submitting this bid, the Bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder prior to bid opening directly or indirectly to any other Bidder or to any competitor; no attempt has been made, or will be made, by the Bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

5. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 5.1 Bidders shall promptly notify the Purchasing Agent or designee of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents.
- 5.2 Bidders desiring clarification or interpretation of the bidding documents for formal bids shall make a written request which must reach the Purchasing Agent or designee at least five (5) calendar days prior to the date and time for receipt of formal bids.
- 5.3 Changes made to the bidding documents will be issued electronically. All vendors registered for that bid will be notified of the addendum. Subsequent Bidders will only receive the bid with the addendum included.
- 5.4 Oral interpretations or changes to the bidding documents made in any manner other than written form, will not be binding on the County; and Bidders shall not rely upon such interpretations or changes.

6. ADDENDA

- 6.1 Addenda are instruments issued by the County prior to the date for receipt of bids which modify or interpret the bidding document by addition, deletion, clarification or correction.
- 6.2 Addenda notification will be made available to all registered vendors immediately via e-mail for inspection on-line.
- 6.3 No formal bid addendums will be issued later than forty-eight (48) hours prior to the date and time for receipt of formal bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.

7. ANTI-LOBBYING PROVISION

- 7.1 During the period between the advertised date and the contract award, Bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the County Board or County staff except in the course of County-sponsored inquiries, briefings, interviews, or presentations, unless requested by the County.

8. BRAND NAMES

- 8.1 Wherever in the specifications or bid that brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 8.2 It is the Bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the County that said item is equal to, or better than, the product specified.
- 8.3 Bids for alternate items shall be stated in the appropriate space on the E-Bid form. Bidders MUST attach to its bid documents in the Vendor Attachment Section of the E-Bid, a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation.
- 8.4 The Bidder must indicate any variances and explain by item number from the bidding document no matter how slight.
- 8.5 If variations are not stated in the bid, it will be assumed that the item being bid fully complies with the County's bidding documents.

9. DEMONSTRATIONS/SAMPLES

- 9.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the County.
- 9.2 Such demonstration can be at the County delivery location or a surrounding community.
- 9.3 If items are small and mailable, and the Bidder is proposing an alternate product, the Bidder shall supply a sample of the exact item. Samples will be returned at Bidder's expense after receipt by the County of acceptable goods. The Bidder must indicate how samples are to be returned.

10. DELIVERY (Non-Construction)

- 10.1 Each Bidder shall state on the bid the date upon which it can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 10.2 The County reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid.
- 10.3 All bids shall be based upon inside delivery of the equipment or merchandise F.O.B. to the County at the location specified by the County, with all transportation charges paid.
- 10.4 At the time of delivery, a designated Lancaster County employee will sign the invoice/packing slip. The signature will only indicate that the order has been received and the items actually delivered agree with the delivery invoice. This signature does not indicate all items meet specifications, were received in good condition and/or that there is not possible hidden damage or shortages.

11. WARRANTIES, GUARANTEES AND MAINTENANCE

- 11.1 Copies of the following documents, if requested, shall accompany the bid proposal for all items being bid:
  - 11.1.1 Manufacturer's warranties and/or guarantees.
  - 11.1.2 Bidder's maintenance policies and associated costs.
- 11.2 As a minimum requirement of the County, the Bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the County. Replacement parts of defective components shall be shipped at no cost to the County. Shipping costs for defective parts required to be returned to the Bidder shall be paid by the Bidder.

12. ACCEPTANCE OF MATERIAL

- 12.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 12.2 Material delivered under this bid shall remain the property of the Bidder until:
  - 12.2.1 A physical inspection and actual usage of the material is made and found to be acceptable to the County; and
  - 12.2.2 Material is determined to be in full compliance with the bidding documents and accepted bid.
- 12.3 In the event the delivered material is found to be defective or does not conform to the bidding documents and accepted bid, the County reserves the right to cancel the order upon written notice to the Bidder and return materials to the Bidder at Bidder's expense.
- 12.4 Awarded Bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the Lancaster County, Nebraska, as required by the bidding documents or purchase orders.
- 12.5 Awarded Bidder's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

13. BID EVALUATION AND AWARD

- 13.1 The electronic signature shall be considered an offer on the part of the Bidder. Such offer shall be deemed accepted upon issuance by the County of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 13.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each Bidder so agrees in submitting the bid.
- 13.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 13.4 The bid will be awarded to the lowest responsive, responsible Bidder whose bid will be most advantageous to the County, and as the County deems will best serve the requirements and interests of the County.
- 13.5 The County reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the County.
- 13.6 In order to determine if the Bidder has the experience, qualification, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the County. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 13.7 The County reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the bid incomplete, indefinite or ambiguous.
- 13.8 Any governmental agency may piggyback on any contract entered into from this bid.

14. INDEMNIFICATION

- 14.1 The Bidder shall indemnify and hold harmless, to the fullest extent allowed by law, the County, its agents, officers, employees and representatives from and against all claims, demands, suits, actions, payments, liability, judgements and expenses (including court-ordered attorney's fees), arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, civil rights liability, or injury to or destruction of tangible property, including the loss of use resulting therefrom, and that are caused in whole or in part by the Bidder, its employees, agents, any subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the County for any losses, claims, damages and expenses arising out of or resulting from the sole negligence of the County, its agents, employees, or representatives.
- 14.2 In any and all claims against the County or any of its members, officers or employees by an employee of the Bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 14.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Bidder or any subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

15. TERMS OF PAYMENT

- 15.1 Unless stated otherwise, the County will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

16. LAWS

- 16.1 The laws of the State of Nebraska shall govern the rights, obligations, and remedies of the parties under this bid and any contract reached as a result of this process.
- 16.2 Bidder agrees to abide by all applicable local, state and federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 16.3 The Bidder agrees to hold the County harmless from any claims resulting from the Bidder's unlawful disclosure or use of private or confidential information.

17. EQUIPMENT TAX ASSESSMENT

17.1 Any bid for public improvement shall comply with Nebraska Revised Statutes 77-1323 and 77-1324. Indicating; every person, partnership, limited liability company, association or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall sign a certified statement which will accompany the contract. The certified statement shall state, stating that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

18. AFFIRMATIVE ACTION

- 18.1 Each Bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status.
- 18.2 The successful Bidder will be required to comply with the provisions of the County's Affirmative Action Policy.
- 18.3 The Equal Opportunity Officer will determine compliance or non-compliance with the County's Affirmative Action Policy upon a complete and substantial review of successful Bidder's equal opportunity policies, procedures and practices.
- 18.4 The County provides equal opportunity for all Bidders and encourages minority businesses, women's businesses and locally owned business enterprises to participate in our bidding process.

19. INSURANCE

19.1 All Bidders shall take special notice of the insurance provisions required for all County contracts (see Insurance Clause for All County Contracts).

20. EXECUTION OF CONTRACT

20.1 Depending on the type of service provided, one of the following methods will be employed. The method applicable to this contract will be checked below:

- a. PURCHASE ORDER, unless otherwise noted.
1. This contract shall consist of a Lancaster County Purchase Order.
  2. A copy of the Bidder's bid response (or referenced bid number) attached and that the same, in all particulars, becomes the contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents.
- b. CONTRACT, unless otherwise noted.
1. County will furnish 2 copies of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance (as required), surety bonds properly executed (as required), and Contract signed and dated.
  2. The prepared documents shall be returned to the Purchasing Office within 10 days (unless otherwise noted).
  3. The County will sign and date the Contract and submit the Contract to the County Board of Commissioners for approval and signature.
  4. Upon approval and signature, the County will return one copy to the successful Bidder.

21. TAXES AND TAX EXEMPTION CERTIFICATE

21.1 The County is generally exempt from any taxes imposed by the State or Federal Government. A Tax Exemption Certificate will be provided as applicable.

22. E-VERIFY

22.1 In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise 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 pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to [www.uscis.gov/everify](http://www.uscis.gov/everify).



# SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

## Lancaster County Engineering Department Road and Bridge Construction Projects

This project shall be subject to and performed in accordance with the Instructions to Bidders, and with the revisions and amendments Listed below. In the event of a conflict with the Instructions to Bidders, the Supplemental Instructions listed below shall control and take precedence. Contractors must register as a vendor with City/County Purchasing to receive electronic bid (E-Bid) notices and must submit their bid via the E-Bid system. Please call (402) 441-8309 or (402) 441-8103 for assistance.

1. Section 1.1 shall be amended as follows: Sealed bids, formal and informal, are subject to the Instructions and General Conditions, and any Special Conditions set forth herein, and will be received in the Office of the Purchasing Agent, 440 So. 8th St., Lincoln, NE 68508, until the bid closing date and time indicated for furnishing Lancaster County the materials, supplies, equipment or services shown in the written specifications and electronic bid request.
2. Section 1.3 is not applicable to this project.
3. Section 5.1 shall be amended as follows: Bidders shall promptly notify the Lancaster County Engineering Department of any ambiguity, inconsistency, or error which they may discover upon examination of the specification documents.
4. Section 8 is not applicable to this project.
5. Section 9 is not applicable to this project.
6. Section 10 is not applicable to this project.
7. Section 11 is not applicable to this project
8. Section 12 is not applicable to this project.
9. Section 13.5 shall be amended as follows: It is the intent of this bid to receive proposals and award a contract for all the construction work shown on the plans. However, the County reserves the right and will be free to evaluate the proposals based on the low bids for a combination of any or all parts as the County sees fit or desires. The bidder must bid all items on the proposal(s). All work awarded will be awarded to one and only one bidder.
10. Section 13.8 is not applicable to this project.
11. Section 15 is not applicable to this project.
12. The following sections are added to the Instructions to Bidders:

STANDARD SPECIFICATIONS. The work as detailed on the plans shall be completed in accordance with the requirements of the Nebraska Department of Road's 2007 Standard Specifications for Highway Construction. The Nebraska Department of Road's 2007 Standard Specifications for Highway Construction (NDOR Standard Specifications), including all amendments, Supplemental Specifications and additions thereto effective at the date of the contract, the Special Provisions, plans, and all supplementary documents are essential parts of the contract.

BID DOCUMENTS. Copies of the Proposal, Specifications (Standard Specifications, Special Provisions, General Requirements, etc.), Plans (if required) and other document forms may be viewed at the office of the County Engineer or may be downloaded via the City/County e-bid process. Bidders are required to examine the same and satisfy themselves that all requirements are fully understood. Bidders are encouraged to personally inspect the location of the project upon which they are bidding.

QUALIFICATION OF BIDDERS. The bidder shall either be currently qualified with the Nebraska State Department of Roads for the group or groups of work to be bid on this contract or the bidder shall provide proof of responsibility to the satisfaction of Lancaster County. Generally, proof of responsibility shall consist of providing a brief resume of work successfully completed by the bidder that is similar to the type of work being bid. Additional information may be required by the County in order to determine a prospective bidder's qualifications.

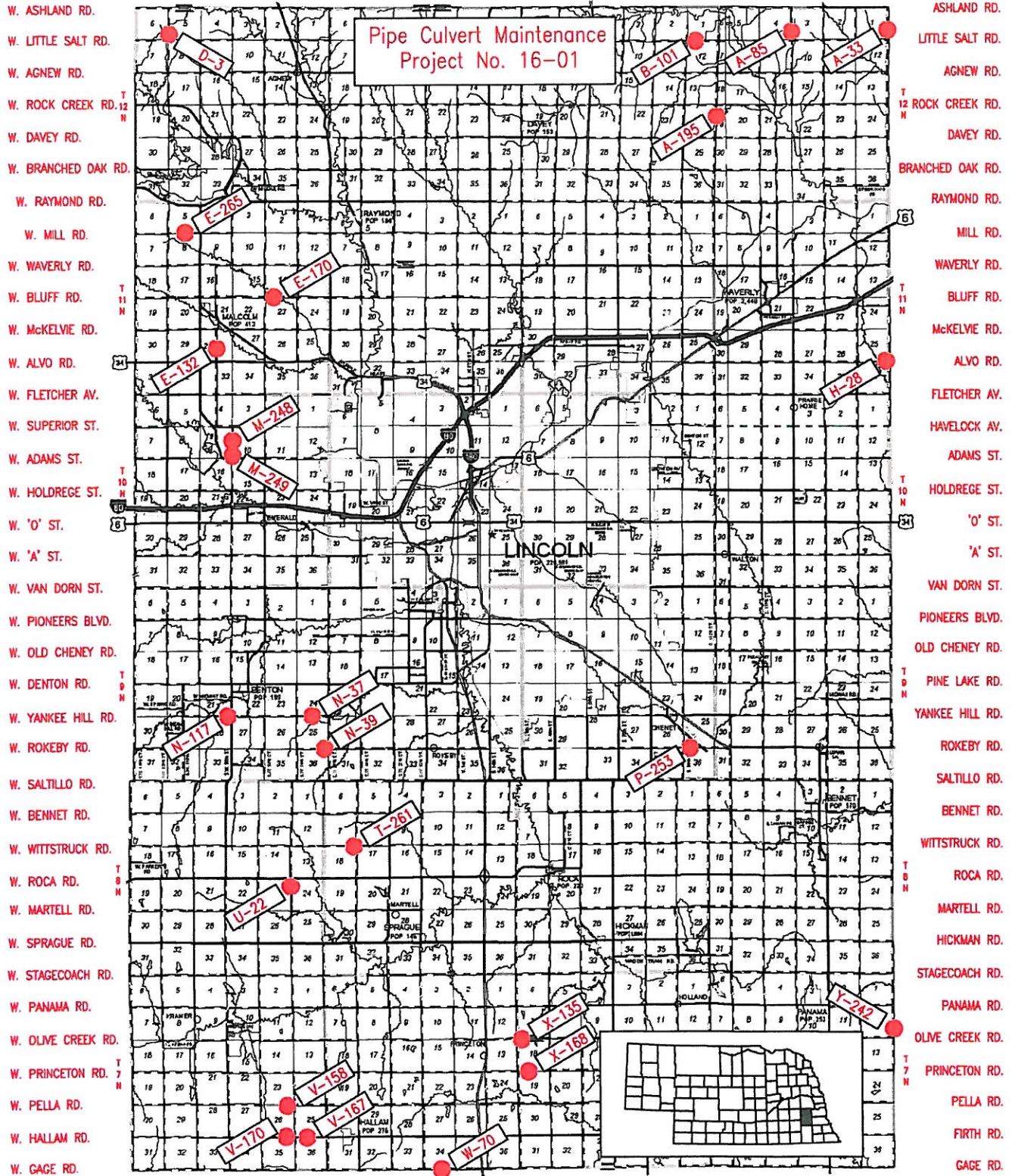
All bidders shall complete the Contractor Work Resume form provided herein and attach it to the E-Bid in the "Response Attachment" section. The resume shall include projects which are similar to the type of work being bid for which the bidder had direct control over and was charged with full responsibility of the outcome.

SUBLETTING OR ASSIGNING THE CONTRACT. The bidder's attention is directed to Section 108.01 of the Standard Specifications regarding assignment or subletting contracts.

# LANCASTER COUNTY, NEBRASKA



NW 140TH ST.
NW 126TH ST.
NW 112TH ST.
NW 105TH ST.
NW 98TH ST.
NW 84TH ST.
NW 70TH ST.
NW 56TH ST.
NW 40TH ST.
NW 27TH ST.
NW 12TH ST.
N. 1ST ST.
N. 14TH ST.
N. 27TH ST.
N. 40TH ST.
N. 56TH ST.
N. 70TH ST.
N. 84TH ST.
N. 98TH ST.
N. 112TH ST.
N. 120TH ST.
N. 134TH ST.
N. 141ST ST.
N. 148TH ST.
N. 162ND ST.
N. 176TH ST.
N. 190TH ST.



SW 142ND ST.
SW 128TH ST.
SW 114TH ST.
SW 100TH ST.
SW 86TH ST.
SW 72ND ST.
SW 58TH ST.
SW 42ND ST.
SW 29TH ST.
SW 14TH ST.
SW 2ND ST.
S. 12TH ST.
S. 25TH ST.
S. 38TH ST.
S. 54TH ST.
S. 68TH ST.
S. 82ND ST.
S. 96TH ST.
S. 110TH ST.
S. 120TH ST.
S. 134TH ST.
S. 148TH ST.
S. 162ND ST.
S. 176TH ST.
S. 190TH ST.

# City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Robert Walla Purchasing Agent	Address	Purchasing\City & County 440 S. 8th St. Lincoln, NE 68508	Address
Email	rwalla@lincoln.ne.gov	Contact	Robert Walla Asst. Purchasing Agent	Contact
Phone	1 (402) 441-8309			Department
Fax	1 (402) 441-6513			Building
Bid Number	17-057	Department		Floor/Room
Title	Culvert Pipe Maintenance, Project No. 16-01 (Co. Engineer)	Building		Telephone
Bid Type	Bid	Floor/Room		Fax
Issue Date	2/15/2017 09:24 AM (CT)	Telephone	1 (402) 441-8309	Email
Close Date	3/8/2017 12:00:00 PM (CT)	Fax	1 (402) 441-6513	
		Email	rwalla@lincoln.ne.gov	

## Supplier Information

Company	Rush Creek Construction, Inc
Address	210 S Reed St., Ste. 107 Beatrice, NE 68310
Contact	Ross Stepan
Department	
Building	
Floor/Room	
Telephone	(402) 223-0376
Fax	(402) 223-0375
Email	ross@rushcreekconstruction.com
Submitted	3/8/2017 10:10:33 AM (CT)
Total	\$802,257.42

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Ross A Stepan Email ross@rushcreekconstruction.com

## Supplier Notes

## Bid Notes

If you need assistance in preparing your bid, contact our office at 402-441-7417 to set up a training session in Purchasing or assistance over the phone.

## Bid Activities

Date	Name	Description
3/8/2017 12:00:00 PM (CT)	Intent to Bid - General Contractor Listing	If you intend to bid as a Sub Contractor, select "No, I do not intend to respond to this opportunity" in the Response Intent Box, click Save. Click "Intent" a second time, select "Yes, I intend to respond to this opportunity" in the Response Intent Box, click Save.

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Bid Messages

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**Bid Attributes**

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
2	Supplemental Instructions to Bidders	I acknowledge reading and understanding the Supplemental Instructions to Bidders.	Yes
3	Insurance Requirements and Endorsements	<p>Vendor agrees to the applicable terms listed in the Insurance Clause document including the submission of the Certificate of ACCORD and the following endorsements:</p> <ol style="list-style-type: none"> <li>1. Additional Insured - Lancaster County.</li> <li>2. Workers Compensation - Waiver of Subrogation.</li> </ol> <p>Insurance Certificate and required Endorsements are required at time of contract execution by the vendor.</p> <p>Vendors are strongly encouraged to send the insurance requirements and endorsement information to their insurance agent prior to bid close in order to expedite the contract execution process.</p>	Yes
4	NDOR Standard Specs for Hwy Construction	I acknowledge reading and understanding the current Nebraska Department of Road's Standard Specifications for Highway Construction Supplemental Specifications to the Standard Specifications for Highway Construction, view at: <a href="http://www.dor.state.ne.us/ref-man/">http://www.dor.state.ne.us/ref-man/</a>	Yes
5	Work Resume Form	I have attached my Contractor Work Resume Form to this bid if my company has not completed work for Lancaster County in the last 3 years.	Yes
6	Method of Completion	I have attached my Method of Completion Form to this bid.	Yes
7	Special Provisions	I acknowledge reading and understanding the Special Provisions.	Yes
8	Barricade and Detour Plans	I acknowledge reading and understanding the Barricade Plans and Detour Plans.	Yes
9	Sample Contract	I acknowledge reading and understanding the Contract Agreement Forms.	Yes
10	Bonds	I acknowledge that the Performance Bond and Payment Bond in the amount of 100% of the Contract amount will be required with the signed contract upon award of this job.	Yes

11	Tax Exempt Certification Forms	Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.)	Yes
12	Tax Assessment Form	I acknowledge reading and understanding the Tax Assessment Form will be required with the contract.	Yes
13	Bid Bond Submission	I acknowledge and understand that my bid will not be considered unless a bid bond or certified check in the sum of five percent (5%) of the total amount of the bid is made payable to the order of the County Treasurer as a guarantee of good faith prior to the bid opening. The bid security may be scanned and attached to the 'Response Attachments' section of your response or faxed to the Purchasing Office (402)441-6513. The original bond/check must then be received in the Purchasing Office, 440 S. 8th Street, Ste. 200, Lincoln, NE 68508 within three (3) days of bid closing. YOU MUST INDICATE YOUR METHOD OF BID BOND SUBMISSION IN BOX TO RIGHT!	I have scanned and attached my bid bond.
14	Project Dates	The Contractor agrees that the Work in this Contract shall commence said work on or after April 10, 2017, and to complete all work on or before September 22, 2017. This project will be considered a calendar day project.	Yes
15	Unit Price Spreadsheets	I acknowledge the Excel spreadsheets are attached to this bid in the Response Attachment Section. The unit price of the Excel Spreadsheet takes precedence over the total submitted in Line Items.	Yes
16	Employee Class Act Affidavit	I acknowledge if awarded the contract I will abide by the law, notarize and attach the Employee Classification Act Affidavit to my contract.	Yes
17	Contact	Name of person submitting this bid:	Ross A. Stepan
18	Electronic Signature	Please check here for your electronic signature.	Yes
19	U.S. Citizenship Attestation	Is your company legally considered an Individual or Sole Proprietor: YES or NO  As a Vendor who is legally considered an Individual or a Sole Proprietor I hereby understand and agree to comply with the requirements of the United States Citizenship Attestation Form, available at: <a href="http://www.sos.ne.gov/business/notary/citizenforminfo.html">http://www.sos.ne.gov/business/notary/citizenforminfo.html</a>  All awarded Vendors who are legally considered an Individual or a Sole Proprietor must complete the form and submit it with contract documents at time of execution.  If a Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.  Vendor further understands and agrees that lawful presence in the United States is required and the Vendor	yes

may be disqualified or the Contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. 4-108.

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## Line Items

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#	Qty	UOM	Description	Response
1	1	Lump Sum	Culvert Pipe Maintenance, Proj. No. 16-01, Part I (A-33) -- Total Lump Sum of Bid. (Total of All Groups of attached spreadsheet)	\$39,292.04
Item Notes: Fill out the itemized Excel spreadsheet attached below. Attach completed spreadsheet on the 'Response Attachments' of your response.				
Supplier Notes:				
2	1	Lump Sum	Culvert Pipe Maintenance, Proj. No. 16-01, Part II (A-85) -- Total Lump Sum of Bid. (Total of All Groups of attached spreadsheet)	\$45,852.39
Item Notes: Fill out the itemized Excel spreadsheet attached below. Attach completed spreadsheet on the 'Response Attachments' of your response.				
Supplier Notes:				
3	1	Lump Sum	Culvert Pipe Maintenance, Proj. No. 16-01, Part III (A-195) -- Total Lump Sum of Bid. (Total of All Groups of attached spreadsheet)	\$21,503.80
Item Notes: Fill out the itemized Excel spreadsheet attached below. Attach completed spreadsheet on the 'Response Attachments' of your response.				
Supplier Notes:				
4	1	Lump Sum	Culvert Pipe Maintenance, Proj. No. 16-01, Part IV (B-101) -- Total Lump Sum of Bid. (Total of All Groups of attached spreadsheet)	\$31,930.59
Item Notes: Fill out the itemized Excel spreadsheet attached below. Attach completed spreadsheet on the 'Response Attachments' of your response.				
Supplier Notes:				
5	1	Lump Sum	Culvert Pipe Maintenance, Proj. No. 16-01, Part V (D-3) -- Total Lump Sum of Bid. (Total of All Groups of attached spreadsheet)	\$32,566.52
Item Notes: Fill out the itemized Excel spreadsheet attached below. Attach completed spreadsheet on the 'Response Attachments' of your response.				
Supplier Notes:				
6	1	Lump Sum	Culvert Pipe Maintenance, Proj. No. 16-01, Part VI (E-132) -- Total Lump Sum of Bid. (Total of All Groups of attached spreadsheet)	\$34,026.31
Item Notes: Fill out the itemized Excel spreadsheet attached below. Attach completed spreadsheet on the 'Response Attachments' of your response.				

Supplier Notes:

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7	1	Lump Sum	Culvert Pipe Maintenance, Proj. No. 16-01, Part VII (E-170) -- Total Lump Sum of Bid. (Total of All Groups of attached spreadsheet)	\$36,168.33
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Item Notes: Fill out the itemized Excel spreadsheet attached below. Attach completed spreadsheet on the 'Response Attachments' of your response.

Supplier Notes:

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8	1	Lump Sum	Culvert Pipe Maintenance, Proj. No. 16-01, Part VIII (E-265) -- Total Lump Sum of Bid. (Total of All Groups of attached spreadsheet)	\$17,690.38
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Item Notes: Fill out the itemized Excel spreadsheet attached below. Attach completed spreadsheet on the 'Response Attachments' of your response.

Supplier Notes:

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9	1	Lump Sum	Culvert Pipe Maintenance, Proj. No. 16-01, Part IX (H-28) -- Total Lump Sum of Bid. (Total of All Groups of attached spreadsheet)	\$36,441.61
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Item Notes: Fill out the itemized Excel spreadsheet attached below. Attach completed spreadsheet on the 'Response Attachments' of your response.

Supplier Notes:

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10	1	Lump Sum	Culvert Pipe Maintenance, Proj. No. 16-01, Part X (M-248) -- Total Lump Sum of Bid. (Total of All Groups of attached spreadsheet)	\$48,459.53
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Item Notes: Fill out the itemized Excel spreadsheet attached below. Attach completed spreadsheet on the 'Response Attachments' of your response.

Supplier Notes:

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11	1	Lump Sum	Culvert Pipe Maintenance, Proj. No. 16-01, Part XI (M-249) -- Total Lump Sum of Bid. (Total of All Groups of attached spreadsheet)	\$32,964.82
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Item Notes: Fill out the itemized Excel spreadsheet attached below. Attach completed spreadsheet on the 'Response Attachments' of your response.

Supplier Notes:

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12	1	Lump Sum	Culvert Pipe Maintenance, Proj. No. 16-01, Part XII (N-37) -- Total Lump Sum of Bid. (Total of All Groups of attached spreadsheet)	\$21,388.19
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Item Notes: Fill out the itemized Excel spreadsheet attached below. Attach completed spreadsheet on the 'Response Attachments' of your response.

Supplier Notes:



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13	1	Lump Sum	Culvert Pipe Maintenance, Proj. No. 16-01, Part XIII (N-39) -- Total Lump Sum of Bid. (Total of All Groups of attached spreadsheet)	\$30,527.12
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Item Notes: Fill out the itemized Excel spreadsheet attached below. Attach completed spreadsheet on the 'Response Attachments' of your response.

Supplier Notes:

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14	1	Lump Sum	Culvert Pipe Maintenance, Proj. No. 16-01, Part XIV (N-117) -- Total Lump Sum of Bid. (Total of All Groups of attached spreadsheet)	\$19,518.42
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Item Notes: Fill out the itemized Excel spreadsheet attached below. Attach completed spreadsheet on the 'Response Attachments' of your response.

Supplier Notes:

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15	1	Lump Sum	Culvert Pipe Maintenance, Proj. No. 16-01, Part XV (P-253) -- Total Lump Sum of Bid. (Total of All Groups of attached spreadsheet)	\$21,973.76
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Item Notes: Fill out the itemized Excel spreadsheet attached below. Attach completed spreadsheet on the 'Response Attachments' of your response.

Supplier Notes:

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16	1	Lump Sum	Culvert Pipe Maintenance, Proj. No. 16-01, Part XVI (T-261) -- Total Lump Sum of Bid. (Total of All Groups of attached spreadsheet)	\$32,126.41
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Item Notes: Fill out the itemized Excel spreadsheet attached below. Attach completed spreadsheet on the 'Response Attachments' of your response.

Supplier Notes:

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17	1	Lump Sum	Culvert Pipe Maintenance, Proj. No. 16-01, Part XVII (U-22) -- Total Lump Sum of Bid. (Total of All Groups of attached spreadsheet)	\$51,720.09
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Item Notes: Fill out the itemized Excel spreadsheet attached below. Attach completed spreadsheet on the 'Response Attachments' of your response.

Supplier Notes:

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18	1	Lump Sum	Culvert Pipe Maintenance, Proj. No. 16-01, Part XVIII (V-158) -- Total Lump Sum of Bid. (Total of All Groups of attached spreadsheet)	\$31,970.58
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Item Notes: Fill out the itemized Excel spreadsheet attached below. Attach completed spreadsheet on the 'Response Attachments' of your response.

Supplier Notes:

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19	1	Lump Sum	Culvert Pipe Maintenance, Proj. No. 16-01, Part XIX (V-167) -- Total Lump Sum of Bid. (Total of All Groups of attached spreadsheet)	\$43,468.20
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Item Notes: Fill out the itemized Excel spreadsheet attached below. Attach completed spreadsheet on the 'Response Attachments' of your response.

Supplier Notes:

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20	1	Lump Sum	Culvert Pipe Maintenance, Proj. No. 16-01, Part XX (V-170) -- Total Lump Sum of Bid. (Total of All Groups of attached spreadsheet)	\$44,839.47
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Item Notes: Fill out the itemized Excel spreadsheet attached below. Attach completed spreadsheet on the 'Response Attachments' of your response.

Supplier Notes:

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21	1	Lump Sum	Culvert Pipe Maintenance, Proj. No. 16-01, Part XXI (W-70) -- Total Lump Sum of Bid. (Total of All Groups of attached spreadsheet)	\$51,377.87
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Item Notes: Fill out the itemized Excel spreadsheet attached below. Attach completed spreadsheet on the 'Response Attachments' of your response.

Supplier Notes:

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22	1	Lump Sum	Culvert Pipe Maintenance, Proj. No. 16-01, Part XXII (X-135) -- Total Lump Sum of Bid. (Total of All Groups of attached spreadsheet)	\$15,026.44
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Item Notes: Fill out the itemized Excel spreadsheet attached below. Attach completed spreadsheet on the 'Response Attachments' of your response.

Supplier Notes:

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23	1	Lump Sum	Culvert Pipe Maintenance, Proj. No. 16-01, Part XXIII (X-168) -- Total Lump Sum of Bid. (Total of All Groups of attached spreadsheet)	\$31,841.75
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Item Notes: Fill out the itemized Excel spreadsheet attached below. Attach completed spreadsheet on the 'Response Attachments' of your response.

Supplier Notes:

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24	1	Lump Sum	Culvert Pipe Maintenance, Proj. No. 16-01, Part XXIV (Y-242) -- Total Lump Sum of Bid. (Total of All Groups of attached spreadsheet)	\$29,582.80
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Item Notes: Fill out the itemized Excel spreadsheet attached below. Attach completed spreadsheet on the 'Response Attachments' of your response.

Supplier Notes:



Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
	<b>Pipe Culvert Maintenance Project No. 16-01 - Part I (A-33)</b>				
	<b>Group 1 - Grading</b>				
1	Excavation (Established Quantity)	181.00	Cu.Yds.	\$5.45	\$986.45
2	Water	1.50	M.Gal	\$95.00	\$142.50
3	Crushed Rock Surface Course	96.00	Ton	\$32.00	\$3,072.00
4	Incorporating Crushed Rock Surfacing	4.00	Station	\$640.00	\$2,560.00
	<b>Total Group 1 =</b>				\$6,760.95
	<b>Group 4 - Culverts</b>				
5	General Clearing And Grubbing	1.00	Lump Sum	\$1,200.00	\$1,200.00
6	Excavation For Pipe, Pipe-Arch Culverts And Headwalls	88.00	Cu.Yds.	\$10.45	\$919.60
7	Class 47B-3000 Concrete For Headwalls	0.90	Cu.Yds.	\$520.00	\$468.00
8	Reinforcing Steel For Headwalls	66.00	Lbs.	\$3.00	\$198.00
9	36" Round Equivalent Culvert Pipe, Type 3	63.00	Lin. Ft.	\$69.79	\$4,396.77
10	Rock Rip-Rap, Type "A" for Outlet Protection	25.00	Ton	\$68.00	\$1,700.00
11	Rental Of Crawler-Mounted Hydraulic Excavator, Fully Operated	1.00	Hour	\$160.00	\$160.00
12	Rental Of Skid Loader, Fully Operated	1.00	Hour	\$90.00	\$90.00
13	Rental of Dump Truck, Fully Operated	1.00	Hour	\$105.00	\$105.00
14	Barricades, Type III	140.00	BarrDay	\$4.65	\$651.00
15	Construction Signs	60.00	SignDay	\$4.65	\$279.00
16	Mobilization (Part I)	1.00	Lump Sum	\$1,500.00	\$1,500.00
	<b>Total Group 4 =</b>				\$11,667.37
	<b>Group 5 - Landscaping</b>				
17	Erosion Control, Type 1-D	2,903.00	Sq.Yds.	\$6.50	\$18,869.50
18	Seeding, Type "A"	27.00	Sq.Yds.	\$5.16	\$139.32
19	Fabric Silt Fence, High Porosity	26.00	Lin. Ft.	\$3.65	\$94.90
20	Erosion Checks, Type "Wattle"	80.00	Lin. Ft.	\$22.00	\$1,760.00
	<b>Total Group 5 =</b>				\$20,863.72
	<b>Total All Groups =</b>				\$39,292.04

Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
	<b>Pipe Culvert Maintenance Project No. 16-01 - Part II (A-85)</b>				
	<b>Group 1 - Grading</b>				
1	Earthwork Measured In Embankment	263.00	Cu.Yds.	\$24.38	\$6,411.94
2	Water	2.50	M.Gal	\$95.00	\$237.50
3	Crushed Rock Surface Course	144.00	Ton	\$32.00	\$4,608.00
4	Incorporating Crushed Rock Surfacing	6.00	Station	\$640.00	\$3,840.00
	<b>Total Group 1 =</b>				\$15,097.44
	<b>Group 4 - Culverts</b>				
5	General Clearing And Grubbing	1.00	Lump Sum	\$1,195.00	\$1,195.00
6	Excavation For Pipe, Pipe-Arch Culverts And Headwalls	80.00	Cu.Yds.	\$10.45	\$836.00
7	Class 47B-3000 Concrete For Headwalls	0.90	Cu.Yds.	\$520.00	\$468.00
8	Reinforcing Steel For Headwalls	52.00	Lbs.	\$1.85	\$96.20
9	30" Culvert Pipe, Type 3	73.00	Lin. Ft.	\$59.87	\$4,370.51
10	Rock Rip-Rap, Type "A" for Outlet Protection	35.00	Ton	\$69.00	\$2,415.00
11	Rental Of Crawler-Mounted Hydraulic Excavator, Fully Operated	1.00	Hour	\$160.00	\$160.00
12	Rental Of Skid Loader, Fully Operated	1.00	Hour	\$90.00	\$90.00
13	Rental of Dump Truck, Fully Operated	1.00	Hour	\$105.00	\$105.00
14	Barricades, Type III	154.00	BarrDay	\$4.65	\$716.10
15	Construction Signs	66.00	SignDay	\$4.65	\$306.90
16	Mobilization (Part II)	1.00	Lump Sum	\$1,350.00	\$1,350.00
	<b>Total Group 4 =</b>				\$12,108.71
	<b>Group 5 - Landscaping</b>				
17	Erosion Control, Type 1-D	4,406.00	Sq.Yds.	\$3.65	\$16,081.90
18	Seeding, Type "A"	37.00	Sq.Yds.	\$6.50	\$240.50
19	Fabric Silt Fence, High Porosity	24.00	Lin. Ft.	\$5.16	\$123.84
20	Erosion Checks, Type "Wattle"	100.00	Lin. Ft.	\$22.00	\$2,200.00
	<b>Total Group 5 =</b>				\$18,646.24
	<b>Total All Groups =</b>				\$45,852.39

Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
	<b>Pipe Culvert Maintenance Project No. 16-01 - Part III (A-195)</b>				
	<b>Group 1 - Grading</b>				
1	Excavation (Established Quantity)	83.00	Cu.Yds.	\$5.45	\$452.35
2	Water	0.50	M.Gal	\$95.00	\$47.50
3	Crushed Rock Surface Course	24.00	Ton	\$32.00	\$768.00
4	Incorporating Crushed Rock Surfacing	1.00	Station	\$640.00	\$640.00
	<b>Total Group 1 =</b>				\$1,907.85
	<b>Group 4 - Culverts</b>				
5	General Clearing And Grubbing	1.00	Lump Sum	\$1,100.00	\$1,100.00
6	Excavation For Pipe, Pipe-Arch Culverts And Headwalls	77.00	Cu.Yds.	\$10.45	\$804.65
7	Class 47B-3000 Concrete For Headwalls	1.88	Cu.Yds.	\$520.00	\$977.60
8	Reinforcing Steel For Headwalls	171.00	Lbs.	\$3.18	\$543.78
9	48" Round Equivalent Culvert Pipe, Type 3	50.00	Lin. Ft.	\$99.25	\$4,962.50
10	Rock Rip-Rap, Type "B" for Outlet Protection	45.00	Ton	\$68.00	\$3,060.00
11	Rental Of Crawler-Mounted Hydraulic Excavator, Fully Operated	1.00	Hour	\$160.00	\$160.00
12	Rental Of Skid Loader, Fully Operated	1.00	Hour	\$90.00	\$90.00
13	Rental of Dump Truck, Fully Operated	1.00	Hour	\$105.00	\$105.00
14	Barricades, Type III	98.00	BarrDay	\$4.65	\$455.70
15	Construction Signs	42.00	SignDay	\$4.65	\$195.30
16	Mobilization (Part III)	1.00	Lump Sum	\$1,316.00	\$1,316.00
	<b>Total Group 4 =</b>				\$13,770.53
	<b>Group 5 - Landscaping</b>				
17	Erosion Control, Type 1-D	1,242.00	Sq.Yds.	\$3.65	\$4,533.30
18	Seeding, Type "A"	38.00	Sq.Yds.	\$6.50	\$247.00
19	Fabric Silt Fence, High Porosity	32.00	Lin. Ft.	\$5.16	\$165.12
20	Erosion Checks, Type "Wattle"	40.00	Lin. Ft.	\$22.00	\$880.00
	<b>Total Group 5 =</b>				\$5,825.42
	<b>Total All Groups =</b>				\$21,503.80

Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
<b>Pipe Culvert Maintenance</b>					
<b>Project No. 16-01 - Part IV (B-101)</b>					
<b>Group 1 - Grading</b>					
1	Earthwork Measured In Embankment	357.00	Cu.Yds.	\$21.88	\$7,811.16
2	Water	2.00	M.Gal	\$95.00	\$190.00
3	Crushed Rock Surface Course	72.00	Ton	\$32.00	\$2,304.00
4	Incorporating Crushed Rock Surfacing	3.00	Station	\$640.00	\$1,920.00
<b>Total Group 1 =</b>					\$12,225.16
<b>Group 4 - Culverts</b>					
5	General Clearing And Grubbing	1.00	Lump Sum	\$1,300.00	\$1,300.00
6	Excavation For Pipe, Pipe-Arch Culverts And Headwalls	85.00	Cu.Yds.	\$10.45	\$888.25
7	Class 47B-3000 Concrete For Headwalls	1.75	Cu.Yds.	\$420.00	\$735.00
8	Reinforcing Steel For Headwalls	113.00	Lbs.	\$1.85	\$209.05
9	36" Culvert Pipe, Type 3 (County Furnished)	96.00	Lin. Ft.	\$39.00	\$3,744.00
10	Rock Rip-Rap, Type "A" for Outlet Protection	30.00	Ton	\$68.00	\$2,040.00
11	Rental Of Crawler-Mounted Hydraulic Excavator, Fully Operated	1.00	Hour	\$160.00	\$160.00
12	Rental Of Skid Loader, Fully Operated	1.00	Hour	\$90.00	\$90.00
13	Rental of Dump Truck, Fully Operated	1.00	Hour	\$105.00	\$105.00
14	Barricades, Type III	140.00	BarrDay	\$4.35	\$609.00
15	Construction Signs	60.00	SignDay	\$4.35	\$261.00
16	Mobilization (Part IV)	1.00	Lump Sum	\$980.00	\$980.00
<b>Total Group 4 =</b>					\$11,121.30
<b>Group 5 - Landscaping</b>					
17	Erosion Control, Type 1-D	1,867.00	Sq.Yds.	\$3.65	\$6,814.55
18	Seeding, Type "A"	39.00	Sq.Yds.	\$6.50	\$253.50
19	Fabric Silt Fence, High Porosity	38.00	Lin. Ft.	\$5.16	\$196.08
20	Erosion Checks, Type "Wattle"	60.00	Lin. Ft.	\$22.00	\$1,320.00
<b>Total Group 5 =</b>					\$8,584.13
<b>Total All Groups =</b>					\$31,930.59

Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
	<b>Pipe Culvert Maintenance Project No. 16-01 - Part V (D-3)</b>				
	<b>Group 1 - Grading</b>				
1	Earthwork Measured In Embankment	483.00	Cu.Yds.	\$21.68	\$10,471.44
2	Water	2.00	M.Gal	\$95.00	\$190.00
3	Crushed Rock Surface Course	72.00	Ton	\$32.00	\$2,304.00
4	Incorporating Crushed Rock Surfacing	3.00	Station	\$640.00	\$1,920.00
	<b>Total Group 1 =</b>				\$14,885.44
	<b>Group 4 - Culverts</b>				
5	General Clearing And Grubbing	1.00	Lump Sum	\$1,650.00	\$1,650.00
6	Excavation For Pipe, Pipe-Arch Culverts And Headwalls	58.00	Cu.Yds.	\$10.45	\$606.10
7	Class 47B-3000 Concrete For Headwalls	0.55	Cu.Yds.	\$520.00	\$286.00
8	Reinforcing Steel For Headwalls	40.00	Lbs.	\$3.55	\$142.00
9	24" Round Equivalent Culvert Pipe, Type 3 (County Furnished)	69.00	Lin. Ft.	\$29.42	\$2,029.98
10	Rock Rip-Rap, Type "B" for Outlet Protection	15.00	Ton	\$72.00	\$1,080.00
11	Rental Of Crawler-Mounted Hydraulic Excavator, Fully Operated	1.00	Hour	\$140.00	\$140.00
12	Rental Of Skid Loader, Fully Operated	1.00	Hour	\$90.00	\$90.00
13	Rental of Dump Truck, Fully Operated	1.00	Hour	\$105.00	\$105.00
14	Barricades, Type III	140.00	BarrDay	\$4.35	\$609.00
15	Construction Signs	60.00	SignDay	\$4.35	\$261.00
16	Mobilization (Part V)	1.00	Lump Sum	\$1,250.00	\$1,250.00
	<b>Total Group 4 =</b>				\$8,249.08
	<b>Group 5 - Landscaping</b>				
17	Erosion Control, Type 1-D	2,296.00	Sq.Yds.	\$3.25	\$7,462.00
18	Seeding, Type "A"	12.00	Sq.Yds.	\$6.50	\$78.00
19	Fabric Silt Fence, High Porosity	22.00	Lin. Ft.	\$6.00	\$132.00
20	Erosion Checks, Type "Wattle"	80.00	Lin. Ft.	\$22.00	\$1,760.00
	<b>Total Group 5 =</b>				\$9,432.00
	<b>Total All Groups =</b>				\$32,566.52



Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
	<b>Pipe Culvert Maintenance Project No. 16-01 - Part VI (E-132)</b>				
	<b>Group 1 - Grading</b>				
1	Earthwork Measured In Embankment	569.00	Cu.Yds.	\$18.99	\$10,805.31
2	Water	3.00	M.Gal	\$95.00	\$285.00
3	Crushed Rock Surface Course	72.00	Ton	\$33.00	\$2,376.00
4	Incorporating Crushed Rock Surfacing	3.00	Station	\$640.00	\$1,920.00
	<b>Total Group 1 =</b>				\$15,386.31
	<b>Group 4 - Culverts</b>				
5	General Clearing And Grubbing	1.00	Lump Sum	\$1,300.00	\$1,300.00
6	Excavation For Pipe, Pipe-Arch Culverts And Headwalls	53.00	Cu.Yds.	\$10.45	\$553.85
7	Class 47B-3000 Concrete For Headwalls	1.08	Cu.Yds.	\$520.00	\$561.60
8	Reinforcing Steel For Headwalls	71.00	Lbs.	\$3.50	\$248.50
9	42" Round Equivalent Culvert Pipe, Type 3 (County Furnished)	60.00	Lin. Ft.	\$30.83	\$1,849.80
10	Rock Rip-Rap, Type "B" for Outlet Protection	35.00	Ton	\$76.00	\$2,660.00
11	Rental Of Crawler-Mounted Hydraulic Excavator, Fully Operated	1.00	Hour	\$160.00	\$160.00
12	Rental Of Skid Loader, Fully Operated	1.00	Hour	\$90.00	\$90.00
13	Rental of Dump Truck, Fully Operated	1.00	Hour	\$105.00	\$105.00
14	Barricades, Type III	140.00	BarrDay	\$4.35	\$609.00
15	Construction Signs	60.00	SignDay	\$4.35	\$261.00
16	Mobilization (Part VI)	1.00	Lump Sum	\$1,600.00	\$1,600.00
	<b>Total Group 4 =</b>				\$9,998.75
	<b>Group 5 - Landscaping</b>				
17	Erosion Control, Type 1-D	1,905.00	Sq.Yds.	\$3.65	\$6,953.25
18	Seeding, Type "A"	28.00	Sq.Yds.	\$6.50	\$182.00
19	Fabric Silt Fence, High Porosity	30.00	Lin. Ft.	\$6.20	\$186.00
20	Erosion Checks, Type "Wattle"	60.00	Lin. Ft.	\$22.00	\$1,320.00
	<b>Total Group 5 =</b>				\$8,641.25
	<b>Total All Groups =</b>				\$34,026.31

Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
	<b>Pipe Culvert Maintenance Project No. 16-01 - Part VII (E-170)</b>				
	<b>Group 1 - Grading</b>				
1	Earthwork Measured In Embankment	279.00	Cu.Yds.	\$18.93	\$5,281.47
2	Water	2.00	M.Gal	\$95.00	\$190.00
3	Crushed Rock Surface Course	96.00	Ton	\$34.00	\$3,264.00
4	Incorporating Crushed Rock Surfacing	4.00	Station	\$640.00	\$2,560.00
5	18" Driveway Culvert Pipe, Type 3; (Contractor Furnished)	24.00	Lin. Ft.	\$42.00	\$1,008.00
	<b>Total Group 1 =</b>				\$12,303.47
	<b>Group 4 - Culverts</b>				
6	General Clearing And Grubbing	1.00	Lump Sum	\$980.00	\$980.00
7	Excavation For Pipe, Pipe-Arch Culverts And Headwalls	74.00	Cu.Yds.	\$10.45	\$773.30
8	Class 47B-3000 Concrete For Headwalls	1.92	Cu.Yds.	\$520.00	\$998.40
9	Reinforcing Steel For Headwalls	172.00	Lbs.	\$3.15	\$541.80
10	42" Culvert Pipe, Type 3 (County Furnished)	62.00	Lin. Ft.	\$30.48	\$1,889.76
11	Rock Rip-Rap, Type "B" for Outlet Protection	55.00	Ton	\$69.00	\$3,795.00
12	Rental Of Crawler-Mounted Hydraulic Excavator, Fully Operated	1.00	Hour	\$160.00	\$160.00
13	Rental Of Skid Loader, Fully Operated	1.00	Hour	\$90.00	\$90.00
14	Rental of Dump Truck, Fully Operated	1.00	Hour	\$105.00	\$105.00
15	Barricades, Type III	140.00	BarrDay	\$4.35	\$609.00
16	Construction Signs	60.00	SignDay	\$4.35	\$261.00
17	Mobilization (Part VII)	1.00	Lump Sum	\$1,100.00	\$1,100.00
	<b>Total Group 4 =</b>				\$11,303.26
	<b>Group 5 - Landscaping</b>				
18	Erosion Control, Type 1-D	3,011.00	Sq.Yds.	\$3.60	\$10,839.60
19	Seeding, Type "A"	33.00	Sq.Yds.	\$6.50	\$214.50
20	Fabric Silt Fence, High Porosity	30.00	Lin. Ft.	\$6.25	\$187.50
21	Erosion Checks, Type "Wattle"	60.00	Lin. Ft.	\$22.00	\$1,320.00
	<b>Total Group 5 =</b>				\$12,561.60
	<b>Total All Groups =</b>				\$36,168.33

Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
	<b>Pipe Culvert Maintenance</b>				
	<b>Project No. 16-01 - Part VIII (E-265)</b>				
	<b>Group 1 - Grading</b>				
1	Earthwork Measured In Embankment	63.00	Cu.Yds.	\$18.66	\$1,175.58
2	Water	0.50	M.Gal	\$95.00	\$47.50
3	Crushed Rock Surface Course	36.00	Ton	\$35.00	\$1,260.00
4	Incorporating Crushed Rock Surfacing	1.50	Station	\$640.00	\$960.00
	<b>Total Group 1 =</b>				\$3,443.08
	<b>Group 4 - Culverts</b>				
5	General Clearing And Grubbing	1.00	Lump Sum	\$1,265.00	\$1,265.00
6	Excavation For Pipe, Pipe-Arch Culverts And Headwalls	65.00	Cu.Yds.	\$10.45	\$679.25
7	Class 47B-3000 Concrete For Headwalls	0.67	Cu.Yds.	\$520.00	\$348.40
8	Reinforcing Steel For Headwalls	41.00	Lbs.	\$3.15	\$129.15
9	24" Culvert Pipe, Type 3	59.00	Lin. Ft.	\$50.05	\$2,952.95
10	Rock Rip-Rap, Type "A" for Outlet Protection	25.00	Ton	\$77.00	\$1,925.00
11	Rental Of Crawler-Mounted Hydraulic Excavator, Fully Operated	1.00	Hour	\$160.00	\$160.00
12	Rental Of Skid Loader, Fully Operated	1.00	Hour	\$90.00	\$90.00
13	Rental of Dump Truck, Fully Operated	1.00	Hour	\$105.00	\$105.00
14	Barricades, Type III	98.00	BarrDay	\$4.25	\$416.50
15	Construction Signs	42.00	SignDay	\$4.25	\$178.50
16	Mobilization (Part VIII)	1.00	Lump Sum	\$1,100.00	\$1,100.00
	<b>Total Group 4 =</b>				\$9,349.75
	<b>Group 5 - Landscaping</b>				
17	Erosion Control, Type 1-D	1,053.00	Sq.Yds.	\$3.55	\$3,738.15
18	Seeding, Type "A"	22.00	Sq.Yds.	\$6.50	\$143.00
19	Fabric Silt Fence, High Porosity	22.00	Lin. Ft.	\$6.20	\$136.40
20	Erosion Checks, Type "Wattle"	40.00	Lin. Ft.	\$22.00	\$880.00
	<b>Total Group 5 =</b>				\$4,897.55
	<b>Total All Groups =</b>				\$17,690.38

Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
	<b>Pipe Culvert Maintenance Project No. 16-01 - Part IX (H-28)</b>				
	<b>Group 1 - Grading</b>				
1	Earthwork Measured In Embankment	376.00	Cu.Yds.	\$21.76	\$8,181.76
2	Water	2.50	M.Gal	\$95.00	\$237.50
3	Crushed Rock Surface Course	96.00	Ton	\$38.00	\$3,648.00
4	Incorporating Crushed Rock Surfacing	4.00	Station	\$640.00	\$2,560.00
	<b>Total Group 1 =</b>				\$14,627.26
	<b>Group 4 - Culverts</b>				
5	General Clearing And Grubbing	1.00	Lump Sum	\$1,065.00	\$1,065.00
6	Large Tree Removal	1.00	Each	\$1,100.00	\$1,100.00
7	Excavation For Pipe, Pipe-Arch Culverts And Headwalls	26.00	Cu.Yds.	\$10.45	\$271.70
8	Class 47B-3000 Concrete For Headwalls	0.70	Cu.Yds.	\$520.00	\$364.00
9	Reinforcing Steel For Headwalls	43.00	Lbs.	\$3.25	\$139.75
10	24" Culvert Pipe, Type 3 (County Furnished)	59.00	Lin. Ft.	\$39.00	\$2,301.00
11	Rock Rip-Rap, Type "A" for Outlet Protection	15.00	Ton	\$72.00	\$1,080.00
12	Rental Of Crawler-Mounted Hydraulic Excavator, Fully Operated	1.00	Hour	\$160.00	\$160.00
13	Rental Of Skid Loader, Fully Operated	1.00	Hour	\$90.00	\$90.00
14	Rental of Dump Truck, Fully Operated	1.00	Hour	\$105.00	\$105.00
15	Barricades, Type III	126.00	BarrDay	\$4.25	\$535.50
16	Construction Signs	54.00	SignDay	\$4.25	\$229.50
17	Mobilization (Part IX)	1.00	Lump Sum	\$1,360.00	\$1,360.00
	<b>Total Group 4 =</b>				\$8,801.45
	<b>Group 5 - Landscaping</b>				
18	Erosion Control, Type 1-D	2,980.00	Sq.Yds.	\$3.55	\$10,579.00
19	Seeding, Type "A"	15.00	Sq.Yds.	\$6.50	\$97.50
20	Fabric Silt Fence, High Porosity	22.00	Lin. Ft.	\$6.20	\$136.40
21	Erosion Checks, Type "Wattle"	100.00	Lin. Ft.	\$22.00	\$2,200.00
	<b>Total Group 5 =</b>				\$13,012.90
	<b>Total All Groups =</b>				\$36,441.61

Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
<b>Pipe Culvert Maintenance Project No. 16-01 - Part X (M-248)</b>					
<b>Group 1 - Grading</b>					
1	Earthwork Measured In Embankment	895.00	Cu.Yds.	\$18.56	\$16,611.20
2	Water	4.50	M.Gal	\$95.00	\$427.50
3	Crushed Rock Surface Course	120.00	Ton	\$36.00	\$4,320.00
4	Incorporating Crushed Rock Surfacing	5.00	Station	\$640.00	\$3,200.00
<b>Total Group 1 =</b>					\$24,558.70
<b>Group 4 - Culverts</b>					
5	General Clearing And Grubbing	1.00	Lump Sum	\$1,366.00	\$1,366.00
6	Excavation For Pipe, Pipe-Arch Culverts And Headwalls	98.00	Cu.Yds.	\$10.45	\$1,024.10
7	Class 47B-3000 Concrete For Headwalls	0.92	Cu.Yds.	\$520.00	\$478.40
8	Reinforcing Steel For Headwalls	68.00	Lbs.	\$3.20	\$217.60
9	36" Round Equivalent Culvert Pipe, Type 3 (County Furnished)	64.00	Lin. Ft.	\$39.00	\$2,496.00
10	Rock Rip-Rap, Type "A" for Outlet Protection	25.00	Ton	\$52.00	\$1,300.00
11	Rental Of Crawler-Mounted Hydraulic Excavator, Fully Operated	1.00	Hour	\$160.00	\$160.00
12	Rental Of Skid Loader, Fully Operated	1.00	Hour	\$90.00	\$90.00
13	Rental of Dump Truck, Fully Operated	1.00	Hour	\$105.00	\$105.00
14	Barricades, Type III	154.00	BarrDay	\$4.25	\$654.50
15	Construction Signs	66.00	SignDay	\$4.25	\$280.50
16	Mobilization (Part X)	1.00	Lump Sum	\$1,136.00	\$1,136.00
<b>Total Group 4 =</b>					\$9,308.10
<b>Group 5 - Landscaping</b>					
17	Erosion Control, Type 1-D	3,275.00	Sq.Yds.	\$3.55	\$11,626.25
18	Seeding, Type "A"	28.00	Sq.Yds.	\$6.50	\$182.00
19	Fabric Silt Fence, High Porosity	28.00	Lin. Ft.	\$5.16	\$144.48
20	Erosion Checks, Type "Wattle"	120.00	Lin. Ft.	\$22.00	\$2,640.00
<b>Total Group 5 =</b>					\$14,592.73
<b>Total All Groups =</b>					\$48,459.53

Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
	<b>Pipe Culvert Maintenance Project No. 16-01 - Part XI (M-249)</b>				
	<b>Group 1 - Grading</b>				
1	Earthwork Measured In Embankment	520.00	Cu.Yds.	\$18.38	\$9,557.60
2	Water	3.00	M.Gal	\$95.00	\$285.00
3	Crushed Rock Surface Course	84.00	Ton	\$39.00	\$3,276.00
4	Incorporating Crushed Rock Surfacing	3.50	Station	\$640.00	\$2,240.00
	<b>Total Group 1 =</b>				\$15,358.60
	<b>Group 4 - Culverts</b>				
5	General Clearing And Grubbing	1.00	Lump Sum	\$1,215.00	\$1,215.00
6	Excavation For Pipe, Pipe-Arch Culverts And Headwalls	22.00	Cu.Yds.	\$10.45	\$229.90
7	Class 47B-3000 Concrete For Headwalls	0.67	Cu.Yds.	\$520.00	\$348.40
8	Reinforcing Steel For Headwalls	41.00	Lbs.	\$3.50	\$143.50
9	24" Culvert Pipe, Type 3 (County Furnished)	59.00	Lin. Ft.	\$41.00	\$2,419.00
10	Rock Rip-Rap, Type "A" for Outlet Protection	15.00	Ton	\$71.00	\$1,065.00
11	Rental Of Crawler-Mounted Hydraulic Excavator, Fully Operated	1.00	Hour	\$160.00	\$160.00
12	Rental Of Skid Loader, Fully Operated	1.00	Hour	\$90.00	\$90.00
13	Rental of Dump Truck, Fully Operated	1.00	Hour	\$105.00	\$105.00
14	Barricades, Type III	154.00	BarrDay	\$4.25	\$654.50
15	Construction Signs	66.00	SignDay	\$4.25	\$280.50
16	Mobilization (Part XI)	1.00	Lump Sum	\$1,100.00	\$1,100.00
	<b>Total Group 4 =</b>				\$7,810.80
	<b>Group 5 - Landscaping</b>				
17	Erosion Control, Type 1-D	2,328.00	Sq.Yds.	\$3.55	\$8,264.40
18	Seeding, Type "A"	15.00	Sq.Yds.	\$6.50	\$97.50
19	Fabric Silt Fence, High Porosity	22.00	Lin. Ft.	\$5.16	\$113.52
20	Erosion Checks, Type "Wattle"	60.00	Lin. Ft.	\$22.00	\$1,320.00
	<b>Total Group 5 =</b>				\$9,795.42
	<b>Total All Groups =</b>				\$32,964.82

Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
	<b>Pipe Culvert Maintenance Project No. 16-01 - Part XII (N-37)</b>				
	<b>Group 1 - Grading</b>				
1	Earthwork Measured In Embankment	161.00	Cu.Yds.	\$21.88	\$3,522.68
2	Water	1.00	M.Gal	\$95.00	\$95.00
3	Crushed Rock Surface Course	48.00	Ton	\$38.00	\$1,824.00
4	Incorporating Crushed Rock Surfacing	2.00	Station	\$640.00	\$1,280.00
	<b>Total Group 1 =</b>				\$6,721.68
	<b>Group 4 - Culverts</b>				
5	General Clearing And Grubbing	1.00	Lump Sum	\$1,050.00	\$1,050.00
6	Excavation For Pipe, Pipe-Arch Culverts And Headwalls	59.00	Cu.Yds.	\$10.45	\$616.55
7	Class 47B-3000 Concrete For Headwalls	0.99	Cu.Yds.	\$520.00	\$514.80
8	Reinforcing Steel For Headwalls	57.00	Lbs.	\$3.50	\$199.50
9	30" Culvert Pipe, Type 3 (County Furnished)	63.00	Lin. Ft.	\$46.22	\$2,911.86
11	Rock Rip-Rap, Type "A" for Outlet Protection	30.00	Ton	\$50.00	\$1,500.00
10	Rental Of Crawler-Mounted Hydraulic Excavator, Fully Operated	1.00	Hour	\$160.00	\$160.00
12	Rental Of Skid Loader, Fully Operated	1.00	Hour	\$90.00	\$90.00
13	Rental of Dump Truck, Fully Operated	1.00	Hour	\$105.00	\$105.00
14	Barricades, Type III	112.00	BarrDay	\$4.25	\$476.00
15	Construction Signs	48.00	SignDay	\$4.25	\$204.00
16	Mobilization (Part XII)	1.00	Lump Sum	\$1,060.00	\$1,060.00
	<b>Total Group 4 =</b>				\$8,887.71
	<b>Group 5 - Landscaping</b>				
17	Erosion Control, Type 1-D	1,296.00	Sq.Yds.	\$3.55	\$4,600.80
18	Seeding, Type "A"	26.00	Sq.Yds.	\$6.50	\$169.00
19	Fabric Silt Fence, High Porosity	25.00	Lin. Ft.	\$5.16	\$129.00
20	Erosion Checks, Type "Wattle"	40.00	Lin. Ft.	\$22.00	\$880.00
	<b>Total Group 5 =</b>				\$5,778.80
	<b>Total All Groups =</b>				\$21,388.19

Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
	<b>Pipe Culvert Maintenance Project No. 16-01 - Part XIII (N-39)</b>				
	<b>Group 1 - Grading</b>				
1	Earthwork Measured In Embankment	172.00	Cu.Yds.	\$21.66	\$3,725.52
2	Water	1.00	M.Gal	\$95.00	\$95.00
3	Crushed Rock Surface Course	60.00	Ton	\$38.00	\$2,280.00
4	Incorporating Crushed Rock Surfacing	2.50	Station	\$640.00	\$1,600.00
	<b>Total Group 1 =</b>				\$7,700.52
	<b>Group 4 - Culverts</b>				
5	General Clearing And Grubbing	1.00	Lump Sum	\$1,065.00	\$1,065.00
6	Remove Headwall	1.00	Each	\$1,100.00	\$1,100.00
7	Excavation For Pipe, Pipe-Arch Culverts And Headwalls	94.00	Cu.Yds.	\$10.45	\$982.30
8	Class 47B-3000 Concrete For Headwalls	1.10	Cu.Yds.	\$520.00	\$572.00
9	Reinforcing Steel For Headwalls	81.00	Lbs.	\$3.50	\$283.50
10	36" Round Equivalent Culvert Pipe, Type 3	54.00	Lin. Ft.	\$69.63	\$3,760.02
11	Rock Rip-Rap, Type "A" for Outlet Protection	55.00	Ton	\$77.00	\$4,235.00
12	Rental Of Crawler-Mounted Hydraulic Excavator, Fully Operated	1.00	Hour	\$160.00	\$160.00
13	Rental Of Skid Loader, Fully Operated	1.00	Hour	\$90.00	\$90.00
14	Rental of Dump Truck, Fully Operated	1.00	Hour	\$105.00	\$105.00
15	Barricades, Type III	112.00	BarrDay	\$4.25	\$476.00
16	Construction Signs	48.00	SignDay	\$4.25	\$204.00
17	Mobilization (Part XIII)	1.00	Lump Sum	\$960.00	\$960.00
	<b>Total Group 4 =</b>				\$13,992.82
	<b>Group 5 - Landscaping</b>				
18	Erosion Control, Type 1-D	1,966.00	Sq.Yds.	\$3.55	\$6,979.30
19	Seeding, Type "A"	60.00	Sq.Yds.	\$6.50	\$390.00
20	Fabric Silt Fence, High Porosity	28.00	Lin. Ft.	\$5.16	\$144.48
21	Erosion Checks, Type "Wattle"	60.00	Lin. Ft.	\$22.00	\$1,320.00
	<b>Total Group 5 =</b>				\$8,833.78
	<b>Total All Groups =</b>				\$30,527.12



Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
	<b>Pipe Culvert Maintenance Project No. 16-01 - Part XIV (N-117)</b>				
	<b>Group 1 - Grading</b>				
1	Earthwork Measured In Embankment	56.00	Cu.Yds.	\$21.62	\$1,210.72
2	Water	1.00	M.Gal	\$95.00	\$95.00
3	Crushed Rock Surface Course	48.00	Ton	\$37.50	\$1,800.00
4	Incorporating Crushed Rock Surfacing	2.00	Station	\$640.00	\$1,280.00
	<b>Total Group 1 =</b>				\$4,385.72
	<b>Group 4 - Culverts</b>				
5	General Clearing And Grubbing	1.00	Lump Sum	\$1,800.00	\$1,800.00
6	Excavation For Pipe, Pipe-Arch Culverts And Headwalls	73.00	Cu.Yds.	\$10.45	\$762.85
7	Class 47B-3000 Concrete For Headwalls	0.90	Cu.Yds.	\$520.00	\$468.00
8	Reinforcing Steel For Headwalls	52.00	Lbs.	\$3.50	\$182.00
9	30" Culvert Pipe, Type 3 (County Furnished)	63.00	Lin. Ft.	\$46.00	\$2,898.00
10	Rock Rip-Rap, Type "A" for Outlet Protection	15.00	Ton	\$70.00	\$1,050.00
11	Rental Of Crawler-Mounted Hydraulic Excavator, Fully Operated	1.00	Hour	\$160.00	\$160.00
12	Rental Of Skid Loader, Fully Operated	1.00	Hour	\$90.00	\$90.00
13	Rental of Dump Truck, Fully Operated	1.00	Hour	\$105.00	\$105.00
14	Barricades, Type III	112.00	BarrDay	\$4.25	\$476.00
15	Construction Signs	48.00	SignDay	\$4.25	\$204.00
16	Mobilization (Part XIV)	1.00	Lump Sum	\$1,100.00	\$1,100.00
	<b>Total Group 4 =</b>				\$9,295.85
	<b>Group 5 - Landscaping</b>				
17	Erosion Control, Type 1-D	1,327.00	Sq.Yds.	\$3.55	\$4,710.85
18	Seeding, Type "A"	18.00	Sq.Yds.	\$6.50	\$117.00
19	Fabric Silt Fence, High Porosity	25.00	Lin. Ft.	\$5.16	\$129.00
20	Erosion Checks, Type "Wattle"	40.00	Lin. Ft.	\$22.00	\$880.00
	<b>Total Group 5 =</b>				\$5,836.85
	<b>Total All Groups =</b>				\$19,518.42

Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
	<b>Pipe Culvert Maintenance</b>				
	<b>Project No. 16-01 - Part XV (P-253)</b>				
	<b>Group 1 - Grading</b>				
1	Earthwork Measured In Embankment	139.00	Cu.Yds.	\$17.98	\$2,499.22
2	Water	1.00	M.Gal	\$95.00	\$95.00
3	Crushed Rock Surface Course	48.00	Ton	\$39.00	\$1,872.00
4	Incorporating Crushed Rock Surfacing	2.00	Station	\$640.00	\$1,280.00
	<b>Total Group 1 =</b>				\$5,746.22
	<b>Group 4 - Culverts</b>				
5	General Clearing And Grubbing	1.00	Lump Sum	\$1,400.00	\$1,400.00
6	Excavation For Pipe, Pipe-Arch Culverts And Headwalls	88.00	Cu.Yds.	\$10.45	\$919.60
7	Class 47B-3000 Concrete For Headwalls	1.30	Cu.Yds.	\$520.00	\$676.00
8	Reinforcing Steel For Headwalls	80.00	Lbs.	\$3.50	\$280.00
9	36" Culvert Pipe, Type 3 (County Furnished)	58.00	Lin. Ft.	\$44.00	\$2,552.00
10	Rock Rip-Rap, Type "B" for Outlet Protection	35.00	Ton	\$73.50	\$2,572.50
11	Rental Of Crawler-Mounted Hydraulic Excavator, Fully Operated	1.00	Hour	\$160.00	\$160.00
12	Rental Of Skid Loader, Fully Operated	1.00	Hour	\$90.00	\$90.00
13	Rental of Dump Truck, Fully Operated	1.00	Hour	\$105.00	\$105.00
14	Barricades, Type III	98.00	BarrDay	\$4.25	\$416.50
15	Construction Signs	42.00	SignDay	\$4.25	\$178.50
16	Mobilization (Part XV)	1.00	Lump Sum	\$1,100.00	\$1,100.00
	<b>Total Group 4 =</b>				\$10,450.10
	<b>Group 5 - Landscaping</b>				
17	Erosion Control, Type 1-D	1,296.00	Sq.Yds.	\$3.55	\$4,600.80
18	Seeding, Type "A"	27.00	Sq.Yds.	\$6.40	\$172.80
19	Fabric Silt Fence, High Porosity	24.00	Lin. Ft.	\$5.16	\$123.84
20	Erosion Checks, Type "Wattle"	40.00	Lin. Ft.	\$22.00	\$880.00
	<b>Total Group 5 =</b>				\$5,777.44
	<b>Total All Groups =</b>				\$21,973.76

Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
	<b>Pipe Culvert Maintenance Project No. 16-01 - Part XVI (T-261)</b>				
	<b>Group 1 - Grading</b>				
1	Earthwork Measured In Embankment	374.00	Cu.Yds.	\$20.66	\$7,726.84
2	Water	2.00	M.Gal	\$95.00	\$190.00
3	Crushed Rock Surface Course	96.00	Ton	\$38.00	\$3,648.00
4	Incorporating Crushed Rock Surfacing	4.00	Station	\$640.00	\$2,560.00
	<b>Total Group 1 =</b>				\$14,124.84
	<b>Group 4 - Culverts</b>				
5	General Clearing And Grubbing	1.00	Lump Sum	\$1,300.00	\$1,300.00
6	Excavation For Pipe, Pipe-Arch Culverts And Headwalls	80.00	Cu.Yds.	\$10.45	\$836.00
7	Class 47B-3000 Concrete For Headwalls	0.67	Cu.Yds.	\$520.00	\$348.40
8	Reinforcing Steel For Headwalls	41.00	Lbs.	\$3.50	\$143.50
9	24" Culvert Pipe, Type 3 (County Furnished)	67.00	Lin. Ft.	\$40.75	\$2,730.25
10	Rock Rip-Rap, Type "A" for Outlet Protection	10.00	Ton	\$69.00	\$690.00
11	Rental Of Crawler-Mounted Hydraulic Excavator, Fully Operated	1.00	Hour	\$160.00	\$160.00
12	Rental Of Skid Loader, Fully Operated	1.00	Hour	\$90.00	\$90.00
13	Rental of Dump Truck, Fully Operated	1.00	Hour	\$105.00	\$105.00
14	Barricades, Type III	126.00	BarrDay	\$4.25	\$535.50
15	Construction Signs	54.00	SignDay	\$4.25	\$229.50
16	Mobilization (Part XVI)	1.00	Lump Sum	\$1,050.00	\$1,050.00
	<b>Total Group 4 =</b>				\$8,218.15
	<b>Group 5 - Landscaping</b>				
17	Erosion Control, Type 1-D	2,208.00	Sq.Yds.	\$3.55	\$7,838.40
18	Seeding, Type "A"	11.00	Sq.Yds.	\$6.50	\$71.50
19	Fabric Silt Fence, High Porosity	22.00	Lin. Ft.	\$5.16	\$113.52
20	Erosion Checks, Type "Wattle"	80.00	Lin. Ft.	\$22.00	\$1,760.00
	<b>Total Group 5 =</b>				\$9,783.42
	<b>Total All Groups =</b>				\$32,126.41

Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
	<b>Pipe Culvert Maintenance Project No. 16-01 - Part XVII (U-22)</b>				
	<b>Group 1 - Grading</b>				
1	Earthwork Measured In Embankment	539.00	Cu.Yds.	\$20.66	\$11,135.74
2	Water	3.00	M.Gal	\$95.00	\$285.00
3	Crushed Rock Surface Course	96.00	Ton	\$39.00	\$3,744.00
4	Incorporating Crushed Rock Surfacing	4.00	Station	\$640.00	\$2,560.00
	<b>Total Group 1 =</b>				\$17,724.74
	<b>Group 4 - Culverts</b>				
5	General Clearing And Grubbing	1.00	Lump Sum	\$1,060.00	\$1,060.00
6	Remove Headwall	2.00	Each	\$1,100.00	\$2,200.00
7	Excavation For Pipe, Pipe-Arch Culverts And Headwalls	151.00	Cu.Yds.	\$10.45	\$1,577.95
8	Class 47B-3000 Concrete For Headwalls	0.96	Cu.Yds.	\$520.00	\$499.20
9	Reinforcing Steel For Headwalls	56.00	Lbs.	\$3.50	\$196.00
10	30" Culvert Pipe, Type 3 (County Furnished)	79.00	Lin. Ft.	\$55.00	\$4,345.00
11	Rock Rip-Rap, Type "A" for Outlet Protection	40.00	Ton	\$73.00	\$2,920.00
12	Rental Of Crawler-Mounted Hydraulic Excavator, Fully Operated	1.00	Hour	\$160.00	\$160.00
13	Rental Of Skid Loader, Fully Operated	1.00	Hour	\$90.00	\$90.00
14	Rental of Dump Truck, Fully Operated	1.00	Hour	\$105.00	\$105.00
15	Barricades, Type III	140.00	BarrDay	\$4.25	\$595.00
16	Construction Signs	60.00	SignDay	\$4.25	\$255.00
17	Mobilization (Part XVII)	1.00	Lump Sum	\$1,600.00	\$1,600.00
	<b>Total Group 4 =</b>				\$15,603.15
	<b>Group 5 - Landscaping</b>				
18	Erosion Control, Type 1-D	4,694.00	Sq.Yds.	\$3.55	\$16,663.70
19	Seeding, Type "A"	43.00	Sq.Yds.	\$6.50	\$279.50
20	Fabric Silt Fence, High Porosity	25.00	Lin. Ft.	\$5.16	\$129.00
21	Erosion Checks, Type "Wattle"	60.00	Lin. Ft.	\$22.00	\$1,320.00
	<b>Total Group 5 =</b>				\$18,392.20
	<b>Total All Groups =</b>				\$51,720.09

Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
	<b>Pipe Culvert Maintenance Project No. 16-01 - Part XVIII (V-158)</b>				
	<b>Group 1 - Grading</b>				
1	Excavation (Established Quantity)	460.00	Cu.Yds.	\$10.45	\$4,807.00
2	Water	1.00	M.Gal	\$95.00	\$95.00
3	Crushed Rock Surface Course	72.00	Ton	\$41.00	\$2,952.00
4	Incorporating Crushed Rock Surfacing	3.00	Station	\$640.00	\$1,920.00
	<b>Total Group 1 =</b>				\$9,774.00
	<b>Group 4 - Culverts</b>				
5	General Clearing And Grubbing	1.00	Lump Sum	\$1,600.00	\$1,600.00
6	Remove Headwall	2.00	Each	\$1,100.00	\$2,200.00
7	Excavation For Pipe, Pipe-Arch Culverts And Headwalls	117.00	Cu.Yds.	\$10.45	\$1,222.65
8	Class 47B-3000 Concrete For Headwalls	1.18	Cu.Yds.	\$520.00	\$613.60
9	Reinforcing Steel For Headwalls	73.00	Lbs.	\$3.50	\$255.50
10	36" Culvert Pipe, Type 3 (County Furnished)	64.00	Lin. Ft.	\$44.00	\$2,816.00
11	Rock Rip-Rap, Type "B" for Outlet Protection	25.00	Ton	\$69.00	\$1,725.00
12	Rental Of Crawler-Mounted Hydraulic Excavator, Fully Operated	1.00	Hour	\$160.00	\$160.00
13	Rental Of Skid Loader, Fully Operated	1.00	Hour	\$90.00	\$90.00
14	Rental of Dump Truck, Fully Operated	1.00	Hour	\$105.00	\$105.00
15	Barricades, Type III	112.00	BarrDay	\$4.25	\$476.00
16	Construction Signs	48.00	SignDay	\$4.25	\$204.00
17	Mobilization (Part XVIII)	1.00	Lump Sum	\$1,250.00	\$1,250.00
	<b>Total Group 4 =</b>				\$12,717.75
	<b>Group 5 - Landscaping</b>				
18	Erosion Control, Type 1-D	2,097.00	Sq.Yds.	\$3.55	\$7,444.35
19	Seeding, Type "A"	20.00	Sq.Yds.	\$6.50	\$130.00
20	Fabric Silt Fence, High Porosity	28.00	Lin. Ft.	\$5.16	\$144.48
21	Erosion Checks, Type "Wattle"	80.00	Lin. Ft.	\$22.00	\$1,760.00
	<b>Total Group 5 =</b>				\$9,478.83
	<b>Total All Groups =</b>				\$31,970.58

Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
	<b>Pipe Culvert Maintenance Project No. 16-01 - Part XIX (V-167)</b>				
	<b>Group 1 - Grading</b>				
1	Earthwork Measured In Embankment	235.00	Cu.Yds.	\$18.26	\$4,291.10
2	Water	1.00	M.Gal	\$95.00	\$95.00
	<b>Total Group 1 =</b>				\$4,386.10
	<b>Group 4 - Culverts</b>				
3	General Clearing And Grubbing	1.00	Lump Sum	\$1,200.00	\$1,200.00
4	Excavation For Pipe, Pipe-Arch Culverts And Headwalls	203.00	Cu.Yds.	\$10.45	\$2,121.35
5	Class 47B-3000 Concrete For Headwalls	3.26	Cu.Yds.	\$520.00	\$1,695.20
6	Reinforcing Steel For Headwalls	288.00	Lbs.	\$3.50	\$1,008.00
7	60" Culvert Pipe, Type 3	85.00	Lin. Ft.	\$143.45	\$12,193.25
8	Rock Rip-Rap, Type "B" for Outlet Protection	45.00	Ton	\$71.00	\$3,195.00
9	Rental Of Crawler-Mounted Hydraulic Excavator, Fully Operated	1.00	Hour	\$160.00	\$160.00
10	Rental Of Skid Loader, Fully Operated	1.00	Hour	\$90.00	\$90.00
11	Rental of Dump Truck, Fully Operated	1.00	Hour	\$105.00	\$105.00
12	Barricades, Type III	168.00	BarrDay	\$4.25	\$714.00
13	Construction Signs	504.00	SignDay	\$4.25	\$2,142.00
14	Mobilization (Part XIX)	1.00	Lump Sum	\$1,300.00	\$1,300.00
	<b>Total Group 4 =</b>				\$25,923.80
	<b>Group 5 - Landscaping</b>				
15	Erosion Control, Type 1-D	898.00	Sq.Yds.	\$3.55	\$3,187.90
16	Seeding, Type "A"	36.00	Sq.Yds.	\$6.50	\$234.00
17	Fabric Silt Fence, High Porosity	40.00	Lin. Ft.	\$5.16	\$206.40
18	Erosion Checks, Type "Wattle"	40.00	Lin. Ft.	\$22.00	\$880.00
	<b>Total Group 5 =</b>				\$4,508.30
	<b>Group 9 - Bituminous</b>				
19	Saw Cut Pavement	47.00	Lin. Ft.	\$12.00	\$564.00
20	Remove Pavement	102.00	Sq.Yds.	\$18.00	\$1,836.00
21	Asphaltic Concrete, Type "SPR"	50.00	Ton	\$125.00	\$6,250.00
					\$8,650.00
	<b>Total All Groups =</b>				\$43,468.20

Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
	<b>Pipe Culvert Maintenance Project No. 16-01 - Part XX (V-170)</b>				
	<b>Group 1 - Grading</b>				
1	Earthwork Measured In Embankment	93.00	Cu.Yds.	\$17.23	\$1,602.39
2	Water	0.50	M.Gal	\$95.00	\$47.50
	<b>Total Group 1 =</b>				\$1,649.89
	<b>Group 4 - Culverts</b>				
3	General Clearing And Grubbing	1.00	Lump Sum	\$1,600.00	\$1,600.00
4	Excavation For Pipe, Pipe-Arch Culverts And Headwalls	429.00	Cu.Yds.	\$10.45	\$4,483.05
5	Class 47B-3000 Concrete For Headwalls	1.08	Cu.Yds.	\$520.00	\$561.60
6	Reinforcing Steel For Headwalls	71.00	Lbs.	\$3.50	\$248.50
7	42" Round Equivalent Culvert Pipe, Type 3	94.00	Lin. Ft.	\$92.85	\$8,727.90
8	Rock Rip-Rap, Type "B" for Outlet Protection	60.00	Ton	\$69.00	\$4,140.00
9	Rental Of Crawler-Mounted Hydraulic Excavator, Fully Operated	1.00	Hour	\$160.00	\$160.00
10	Rental Of Skid Loader, Fully Operated	1.00	Hour	\$90.00	\$90.00
11	Rental of Dump Truck, Fully Operated	1.00	Hour	\$105.00	\$105.00
12	Barricades, Type III	168.00	BarrDay	\$4.25	\$714.00
13	Construction Signs	504.00	SignDay	\$4.25	\$2,142.00
14	Mobilization (Part XX)	1.00	Lump Sum	\$1,400.00	\$1,400.00
	<b>Total Group 4 =</b>				\$24,372.05
	<b>Group 5 - Landscaping</b>				
15	Erosion Control, Type 1-D	1,891.00	Sq.Yds.	\$3.55	\$6,713.05
16	Seeding, Type "A"	50.00	Sq.Yds.	\$6.50	\$325.00
17	Fabric Silt Fence, High Porosity	28.00	Lin. Ft.	\$5.16	\$144.48
18	Erosion Checks, Type "Wattle"	40.00	Lin. Ft.	\$22.00	\$880.00
	<b>Total Group 5 =</b>				\$8,062.53
	<b>Group 9 - Bituminous</b>				
19	Saw Cut Pavement	48.00	Lin. Ft.	\$12.00	\$576.00
20	Remove Pavement	128.00	Sq.Yds.	\$18.00	\$2,304.00
21	Asphaltic Concrete, Type "SPR"	63.00	Ton	\$125.00	\$7,875.00
					\$10,755.00
	<b>Total All Groups =</b>				\$44,839.47

Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
	<b>Pipe Culvert Maintenance Project No. 16-01 - Part XXI (W-70)</b>				
	<b>Group 1 - Grading</b>				
1	Earthwork Measured In Embankment	537.00	Cu.Yds.	\$18.38	\$9,870.06
2	Water	3.00	M.Gal	\$95.00	\$285.00
3	Crushed Rock Surface Course	108.00	Ton	\$38.00	\$4,104.00
4	Incorporating Crushed Rock Surfacing	4.50	Station	\$640.00	\$2,880.00
	<b>Total Group 1 =</b>				\$17,139.06
	<b>Group 4 - Culverts</b>				
5	General Clearing And Grubbing	1.00	Lump Sum	\$1,300.00	\$1,300.00
6	Excavation For Pipe, Pipe-Arch Culverts And Headwalls	105.00	Cu.Yds.	\$10.45	\$1,097.25
7	Class 47B-3000 Concrete For Headwalls	3.50	Cu.Yds.	\$520.00	\$1,820.00
8	Reinforcing Steel For Headwalls	328.00	Lbs.	\$3.50	\$1,148.00
9	48" Round Equivalent Culvert Pipe, Type 3 (County Furnished)	100.00	Lin. Ft.	\$55.00	\$5,500.00
10	Rock Rip-Rap, Type "B" for Outlet Protection	95.00	Ton	\$69.00	\$6,555.00
11	Rental Of Crawler-Mounted Hydraulic Excavator, Fully Operated	1.00	Hour	\$160.00	\$160.00
12	Rental Of Skid Loader, Fully Operated	1.00	Hour	\$90.00	\$90.00
13	Rental of Dump Truck, Fully Operated	1.00	Hour	\$105.00	\$105.00
14	Barricades, Type III	168.00	BarrDay	\$4.25	\$714.00
15	Construction Signs	72.00	SignDay	\$4.25	\$306.00
16	Mobilization (Part XXI)	1.00	Lump Sum	\$1,250.00	\$1,250.00
	<b>Total Group 4 =</b>				\$20,045.25
	<b>Group 5 - Landscaping</b>				
17	Erosion Control, Type 1-D	3,054.00	Sq.Yds.	\$3.55	\$10,841.70
18	Seeding, Type "A"	73.00	Sq.Yds.	\$6.50	\$474.50
19	Fabric Silt Fence, High Porosity	46.00	Lin. Ft.	\$5.16	\$237.36
20	Erosion Checks, Type "Wattle"	120.00	Lin. Ft.	\$22.00	\$2,640.00
	<b>Total Group 5 =</b>				\$14,193.56
	<b>Total All Groups =</b>				\$51,377.87



Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
	<b>Pipe Culvert Maintenance Project No. 16-01 - Part XXII (X-135)</b>				
	<b>Group 1 - Grading</b>				
1	Earthwork Measured In Embankment	57.00	Cu.Yds.	\$18.37	\$1,047.09
2	Water	0.50	M.Gal	\$95.00	\$47.50
3	Crushed Rock Surface Course	24.00	Ton	\$37.00	\$888.00
4	Incorporating Crushed Rock Surfacing	1.00	Station	\$640.00	\$640.00
	<b>Total Group 1 =</b>				\$2,622.59
	<b>Group 4 - Culverts</b>				
5	General Clearing And Grubbing	1.00	Lump Sum	\$1,100.00	\$1,100.00
6	Excavation For Pipe, Pipe-Arch Culverts And Headwalls	30.00	Cu.Yds.	\$10.45	\$313.50
7	Class 47B-3000 Concrete For Headwalls	0.90	Cu.Yds.	\$520.00	\$468.00
8	Reinforcing Steel For Headwalls	66.00	Lbs.	\$3.50	\$231.00
9	36" Round Equivalent Culvert Pipe, Type 3 (County Furnished)	60.00	Lin. Ft.	\$44.00	\$2,640.00
10	Rock Rip-Rap, Type "A" for Outlet Protection	25.00	Ton	\$75.00	\$1,875.00
11	Rental Of Crawler-Mounted Hydraulic Excavator, Fully Operated	1.00	Hour	\$160.00	\$160.00
12	Rental Of Skid Loader, Fully Operated	1.00	Hour	\$90.00	\$90.00
13	Rental of Dump Truck, Fully Operated	1.00	Hour	\$105.00	\$105.00
14	Barricades, Type III	84.00	BarrDay	\$4.25	\$357.00
15	Construction Signs	36.00	SignDay	\$4.25	\$153.00
16	Mobilization (Part XXII)	1.00	Lump Sum	\$1,135.00	\$1,135.00
	<b>Total Group 4 =</b>				\$8,627.50
	<b>Group 5 - Landscaping</b>				
17	Erosion Control, Type 1-D	717.00	Sq.Yds.	\$3.55	\$2,545.35
18	Seeding, Type "A"	28.00	Sq.Yds.	\$6.50	\$182.00
19	Fabric Silt Fence, High Porosity	26.00	Lin. Ft.	\$6.50	\$169.00
20	Erosion Checks, Type "Wattle"	40.00	Lin. Ft.	\$22.00	\$880.00
	<b>Total Group 5 =</b>				\$3,776.35
	<b>Total All Groups =</b>				\$15,026.44

Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
	<b>Pipe Culvert Maintenance Project No. 16-01 - Part XXIII (X-168)</b>				
	<b>Group 1 - Grading</b>				
1	Excavation (Established Quantity)	286.00	Cu.Yds.	\$5.45	\$1,558.70
2	Water	1.00	M.Gal	\$95.00	\$95.00
3	Crushed Rock Surface Course	72.00	Ton	\$38.00	\$2,736.00
4	Incorporating Crushed Rock Surfacing	3.00	Station	\$640.00	\$1,920.00
	<b>Total Group 1 =</b>				\$6,309.70
	<b>Group 4 - Culverts</b>				
5	General Clearing And Grubbing	1.00	Lump Sum	\$1,075.00	\$1,075.00
6	Excavation For Pipe, Pipe-Arch Culverts And Headwalls	90.00	Cu.Yds.	\$10.45	\$940.50
7	Class 47B-3000 Concrete For Headwalls	1.88	Cu.Yds.	\$620.00	\$1,165.60
8	Reinforcing Steel For Headwalls	171.00	Lbs.	\$3.50	\$598.50
9	48" Round Equivalent Culvert Pipe, Type 3	58.00	Lin. Ft.	\$99.25	\$5,756.50
10	Rock Rip-Rap, Type "B" for Outlet Protection	55.00	Ton	\$65.00	\$3,575.00
11	Rental Of Crawler-Mounted Hydraulic Excavator, Fully Operated	1.00	Hour	\$160.00	\$160.00
12	Rental Of Skid Loader, Fully Operated	1.00	Hour	\$90.00	\$90.00
13	Rental of Dump Truck, Fully Operated	1.00	Hour	\$105.00	\$105.00
14	Barricades, Type III	126.00	BarrDay	\$4.25	\$535.50
15	Construction Signs	54.00	SignDay	\$4.25	\$229.50
16	Mobilization (Part XXIII)	1.00	Lump Sum	\$1,185.00	\$1,185.00
	<b>Total Group 4 =</b>				\$15,416.10
	<b>Group 5 - Landscaping</b>				
17	Erosion Control, Type 1-D	1,969.00	Sq.Yds.	\$3.55	\$6,989.95
18	Seeding, Type "A"	44.00	Sq.Yds.	\$6.50	\$286.00
19	Fabric Silt Fence, High Porosity	32.00	Lin. Ft.	\$6.25	\$200.00
20	Erosion Checks, Type "Wattle"	120.00	Lin. Ft.	\$22.00	\$2,640.00
	<b>Total Group 5 =</b>				\$10,115.95
	<b>Total All Groups =</b>				\$31,841.75

Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
	<b>Pipe Culvert Maintenance</b>				
	<b>Project No. 16-01 - Part XXIV (Y-242)</b>				
	<b>Group 1 - Grading</b>				
1	Earthwork Measured In Embankment	310.00	Cu.Yds.	\$21.68	\$6,720.80
2	Water	2.00	M.Gal	\$95.00	\$190.00
3	Crushed Rock Surface Course	72.00	Ton	\$37.00	\$2,664.00
4	Incorporating Crushed Rock Surfacing	3.00	Station	\$640.00	\$1,920.00
	<b>Total Group 1 =</b>				\$11,494.80
	<b>Group 4 - Culverts</b>				
5	General Clearing And Grubbing	1.00	Lump Sum	\$1,195.00	\$1,195.00
6	Excavation For Pipe, Pipe-Arch Culverts And Headwalls	62.00	Cu.Yds.	\$10.45	\$647.90
7	Class 47B-3000 Concrete For Headwalls	0.90	Cu.Yds.	\$520.00	\$468.00
8	Reinforcing Steel For Headwalls	52.00	Lbs.	\$3.50	\$182.00
9	30" Culvert Pipe, Type 3 (County Furnished)	65.00	Lin. Ft.	\$42.00	\$2,730.00
10	Rock Rip-Rap, Type "A" for Outlet Protection	15.00	Ton	\$65.00	\$975.00
11	Rental Of Crawler-Mounted Hydraulic Excavator, Fully Operated	1.00	Hour	\$160.00	\$160.00
12	Rental Of Skid Loader, Fully Operated	1.00	Hour	\$90.00	\$90.00
13	Rental of Dump Truck, Fully Operated	1.00	Hour	\$105.00	\$105.00
14	Barricades, Type III	140.00	BarrDay	\$4.25	\$595.00
15	Construction Signs	60.00	SignDay	\$4.25	\$255.00
16	Mobilization (Part XXIV)	1.00	Lump Sum	\$1,100.00	\$1,100.00
	<b>Total Group 4 =</b>				\$8,502.90
	<b>Group 5 - Landscaping</b>				
17	Erosion Control, Type 1-D	2,130.00	Sq.Yds.	\$3.55	\$7,561.50
18	Seeding, Type "A"	16.00	Sq.Yds.	\$6.40	\$102.40
19	Fabric Silt Fence, High Porosity	26.00	Lin. Ft.	\$6.20	\$161.20
20	Erosion Checks, Type "Wattle"	80.00	Lin. Ft.	\$22.00	\$1,760.00
	<b>Total Group 5 =</b>				\$9,585.10
	<b>Total All Groups =</b>				\$29,582.80

CONTRACTOR WORK RESUME FORM  
FOR  
LANCASTER COUNTY, NEBRASKA

PROJECT NO. 16-01

PIPE CULVERT MAINTENANCE

The following is a list of projects recently completed by Rush Creek Const, Inc which are thought to be  
(Firm Name)

similar in nature to the work required in the aforementioned project:

1. Lancaster County Project 16-12 Bridge Maint  
Owner Project Name and/or Number  
444 Cherrycreek Rd Bldg 123,576.00 Dec 2016  
Street Address Contract Amount Completion Date  
Lincoln NE  
City State Zip  
Chad Packard (402) 441-7681  
Name Owner's Representative Phone

Brief Description of Work

Rip rap placement, grade eroded stream banks, install some sheet pile

2. BNSF Railway Company Hobson Yard South Ditch repair SA 10004568  
Owner Project Name and/or Number  
201 North 7th \$308,989.00 Jan 2016  
Street Address Contract Amount Completion Date  
Lincoln NE 68508  
City State Zip  
Matt Rhodes (402) 458-7606  
Name Owner's Representative Phone

Brief Description of Work

Repair eroded ditch, place rip rap, articulated concrete mat, reshape the ditch, set pipe bollards

3. BNSF Railway Company Weston, MO Erosion repair BF10006711  
Owner Project Name and/or Number  
4515 Kansas Ave \$1,294,569.00 Jan 2016  
Street Address Contract Amount Completion Date  
Kansas City KS 66106  
City State Zip  
Mark Anderson ( )  
Name Owner's Representative Phone

Brief Description of Work

Cut into a rock wall to slide the RR track away from the Missouri River

Build new grade for the displaced RR track, supply and install RR ballast

4. BNSF Railway Company Nodaway, MO bridge approach BF 1006911  
Owner Project Name and/or Number  
201 North 7th , \$117,521.00 Dec 2015  
Street Address Contract Amount Completion Date  
Lincoln NE 68508  
City State Zip  
George Biro (785)435 2100  
Name Owner's Representative Phone

Brief Description of Work

Supply and install sheet pile wall, supply and install rip rap on river bank

The Contractor will complete and attach this form to the E-Bid in the Response Attachment section IF it has not done any work for Lancaster County similar in nature to that of this bid in the last three years.

PROJECT SCHEDULE  
FOR  
LANCASTER COUNTY, NEBRASKA

PROJECT NO. 16-01

PIPE CULVERT MAINTENANCE

The following is the sequence that the bidder proposes to use to complete the work under this Contract. The dates specified shall be considered approximate and is furnished to the County, property owners, utility companies and emergency service organizations for informational use. Bidder shall estimate the chronological order of the work and report accordingly.

	WORK DESCRIPTION	ESTIMATED BEGIN DATE	ESTIMATED COMPLETION DATE
1.	V-167	4/10/2017	4/15/2017
2.	V-170	4/17/2017	4/22/2017
3.	V-158	4/26/2017	5/4/2017
4.	W-70	4/18/2017	5/2/2017
5.	X-168	5/5/2017	5/12/2017
6.	Y-242	5/3/2017	5/8/2017
7.	X-135	5/15/2017	5/20/2017
8.	W-22	5/9/2017	5/15/2017
9.	T-261	5/22/2017	5/26/2017
10.	N-117	5/16/2017	5/22/2017
11.	N-37	5/29/2017	6/2/2017
12.	N-39	5/23/2017	5/29/2017
13.	M-249	6/5/2017	6/9/2017
14.	M-248	5/30/2017	6/5/2017
15.	E-132	6/12/2017	6/6/2017

PROJECT SCHEDULE CONTINUED

16.	<b>E-170</b>	<b>6/6/2017</b>	<b>6/10/2017</b>
17.	<b>E-265</b>	<b>6/17/2017</b>	<b>6/22/2017</b>
18.	<b>D-3</b>	<b>6/12/2017</b>	<b>6/16/2017</b>
18.	<b>B-101</b>	<b>6/23/2017</b>	<b>6/29/2017</b>
20.	<b>A-85</b>	<b>6/19/2017</b>	<b>6/24/2017</b>
21.	<b>A-33</b>	<b>6/30/2017</b>	<b>7/6/2017</b>
22.	<b>A-195</b>	<b>6/26/2017</b>	<b>7/3/2017</b>
23.	<b>H-28</b>	<b>7/7/2017</b>	<b>7/14/2017</b>
24.	<b>P-253</b>	<b>7/11/2017</b>	<b>7/21/2017</b>

The Contractor will attach this form to the E-Bid in the "Response Attachment" section

GENERAL INFORMATION

The following are revisions, amendments and/or supplements to the Standard Specifications:

Section 101, Article 101.0317

Commission. Shall mean the Board of County Commissioners of Lancaster County, Nebraska.

Section 101, Article 101.0321

The word "Pre-Qualified" shall be eliminated from the definition of the term Contractor.

Section 101, Article 101.0328

Department. Shall mean the Lancaster County Engineering Department.

Section 101, Article 101.0335

Engineer. Shall mean the Lancaster County Engineer.

Section 101, Article 101.0349

The word "Pre-Qualified" shall be eliminated from the definition of the term Letting.

Section 101, Article 101.0383

State. Shall mean Lancaster County, Nebraska.

Section 102, Article 102.01

This section of the Standard Specification is null and void.

Section 102, Article 102.02

This section of the Standard Specification is null and void and will be replaced with the following:

Qualification of bidders with the State of Nebraska on County projects is desirable but not mandatory. If in the opinion of the County Engineer a bidders' experience, equipment or financial condition is in doubt, he may request and the bidders will provide information documenting the bidder qualifications prior to awarding a contract to said bidder.

Section 102, Article 102.05

This section of the Standard Specification is null and void (see E.E.O. requirements in Instructions to Bidders).

Section 102, Article 102.06

This section of the Standard Specification is null and void.

Section 102, Article 102.08

This section of the Standard Specification is null and void.

Section 102, Article 102.10 Paragraphs 1 and 2

These sections of the Standard Specification are null and void and will be replaced with the following:

All bids will be submitted using the City of Lincoln/Lancaster County Purchasing Agents' e-bid system. Facsimile or e-mail bids are not acceptable.

Section 102, Article 102.11 Paragraphs 1(b), 1(c), 1(e), 1(f), 1(g), 1(h), and 1(l).

These sections of the Standard Specifications are null and void.

Section 102, Article 102.12 Paragraph 2(a)

The sentence which references "Annual Bid Bond" is null and void.

Section 102, Article 102.12

This section of the Standard Specifications is null and void and will be replaced with the requirements in Section 1 of the Instructions to Bidders.

Section 102, Article 102.15

This section of the Standard Specifications is null and void and will be replaced with the requirements in Section 2 of the Instructions to Bidders.

Section 103, Article 103.01

The reference to the "Director" in the first sentence will mean Lancaster County Board of Commissioners. The reference to "Thirty Days" in the second sentence will be amended to 90 days.



Section 103, Article 103.04

This section of the Standard Specifications is null and void and will be replaced with the Paragraph titled "Performance, Labor, and Material Payment Bond" in these Supplemental Special Provisions.

Section 103, Article 103.05

This section of the Standard Specifications is null and void and will be replaced with Paragraph 20 of the Instructions to bidders.

Section 103, Article 103.06 Paragraph 1(a) and 1(b)

This section of the Standard Specifications is null and void and will be replaced with Paragraph 20 of the Instructions to Bidders.

Section 103, Article 103.06 Paragraph 2(b)

This section of the Standard Specification will be amended to read as follows:

- b. Proceed with the execution of the contract after the 10 day period when all required documents have been correctly submitted.

Section 105, Article 105.02 Paragraph 7

The address for submittal of shop drawings and working drawings will be amended to:

Lancaster County Engineering Department  
444 Cherrycreek Road, Bldg "C"  
Lincoln, NE 68528  
Attn: Shop Drawings

Section 107, Article 107.12 This section of the Standard Specification is null and void.

Section 107, Article 107.13

The insurance coverages and limitations specified in this portion of the Standard Specification will be superseded by the form entitled "Insurance Clause for all County Contracts". All other requirements of this portion of the Standard Specification will remain unchanged.

DELIVERY (Construction)

All bids shall be based on the delivery schedule specified in the Special Provisions and/or Project Schedule Form. Time required for delivery of labor, materials, services, etc... as specified above is hereby made an essential element of the bid.

CONTRACT TIME PERIOD

The bidder proposes to furnish all necessary equipment, tools, machinery, apparatus, and other means of construction; to do all work and to furnish all materials and labor necessary to complete the work in accordance with the Plans, Specifications, and Special Provisions now on file in the office of the Lancaster County Engineer; to commence said work on April 10, 2017, and to complete all work on or before September 22, 2017. This project will be considered a calendar day project.

A contractor may begin work on the contract before the date specified herein, provided the contractor has received a notice to proceed from the County, such change is acceptable to the County Engineer, and the contractor has received written permission from the County to do so.

PROPOSAL EVALUATION

The unit prices specified herein shall prevail when evaluating the proposals to determine the successful bidder. Should an error be discovered in the estimated quantities during the advertisement period, every effort will be made to issue an addendum correcting the discrepancy. If, in the opinion of the County Engineer an addendum cannot be issued prior to the filing of the proposals, the County reserves the right to evaluate the proposals based on the known quantities at the time the proposals are opened.

BID BOND

The bidder will furnish a Bidder's Bond for not less than five percent (5%) of the total bid made payable to the County Treasurer of Lancaster County, Nebraska, which is to be retained as liquidated damages in case the bidder fails to enter into a Contract with sufficient bond for the full amount of the Contract price within ten (10) calendar days from the date of the award of the Contract to the bidder.

PERFORMANCE, LABOR, AND MATERIAL PAYMENT BOND. Within ten (10) calendar days after the award of the bid, the successful bidder must execute a written contract between the bidder and the County; such contract will incorporate the County's contract documents and be on forms provided by the County. Failure to enter into such a contract with the County within such time period will cause a forfeiture of bidder's bid security to the County as fully liquidated damages. Also within such time period, the successful bidder must furnish on forms provided by the County a Performance and Labor and Material Payment Bond in the sum of one hundred percent (100%) of the contract price, executed by the bidder and a corporate surety company authorized to transact business in the State of Nebraska. Such bond shall be conditioned upon the faithful performance of all terms and conditions of the contract documents, including the holding harmless of the County from failure to do so and including the making good of any and all guarantees which the contract documents may require; and, such bond shall be further conditioned upon the payment of all laborers and materialmen who provide labor, materials, etc. actually used or rented in the performance of the contract, including insurance premiums and interest.

SALE TAX EXEMPT STATUS

The Contractor is hereby advised that this project is sales tax exempt. The Contractor will be issued a Purchasing Agent Appointment and Sales Tax Exempt Certificate for the work on this project.

RETAINED EARNINGS

*Section 109.07, 3(b) of the Standard Specifications is void.*

PLANS AND SPECIFICATION

*Section 111 of the Standard Specifications is void and replaced by the following:*

- 1) The County will place review copies of the Plans and Specifications on file at the office of the Lancaster County Engineer. The Specifications are also available via the e-bid process by downloading the documents from the City of Lincoln/Lancaster County website.
- 2) Upon award of the Contract, the Contractor may request up to three (3) additional sets of Plans and Specifications at no charge.
- 3) Additional Specifications may be purchased by payment of the current reproduction fee.

TRAFFIC CONTROL

*Section 104.05 (3.) of the Standard Specification is void.*

The Contractor will barricade and sign the project and detour in accordance with the Plans included in these Special Provisions. The Contractor will maintain both the barricades and construction signs throughout the duration of the project.

PROVISIONS FOR TRAFFIC

In those instances where permitted, the Contractor may close the road to all traffic except local traffic. The Contractor will at all times, to the extent practicable, provide facilities for continuous uninterrupted egress and ingress to and from the nearest intersecting public roads or streets for local traffic which has its origin or destination within the limits of the project.

In the instances where road closure is not permitted (lane closure only) the Contractor will conduct all construction operations such that the warning signs and traffic control devices may be removed or laid down allowing the traffic lane to be safely re-opened to traffic each evening. (See Special Provision entitled "Method of Completion").

Temporary approaches and/or crossings shall be provided and maintained in a safe condition by the Contractor. This work will not be paid for directly, it will be considered subsidiary to items of work for which direct payment is made.

METHOD OF COMPLETION

The Contractor is free to complete the work at the various sites within this project in any order that the Contractor desires with the following exceptions/restrictions:

- A. The Contractor will submit with his bid, the order in which he proposes to complete the work. There will be no deviation from the proposed construction sequence unless the Contractor has obtained approval from the County Engineer. Such a request must be submitted in writing prior to the change of schedule.
- B. The Contractor will be required to give the Project Engineer forty-eight 48 hour notice prior to commencing work at any site on the contract.
- C. The Contractor will not be permitted to work at more than three (3) sites at a time without the consent of the Project Engineer. All contract work at each site will be completed prior to beginning work at the next site. This includes backfilling the structure, embankment construction, channel construction, subgrade construction, culvert construction, headwall construction, crushed rock or asphalt surfacing.
- D. All barricades, construction signs, and non-standard signs required by either a barricade plan or a detour plan will be properly erected prior to commencing work at a particular construction site.
- E. The Contractor may, upon giving the proper written notice, close the road and begin work on the contract. Once work has begun at a particular site, the work will be pursued vigorously to completion. The Contractor will maintain an adequate sized work force supported by the necessary equipment every working day until all work at the site is completed and the road re-opened to traffic.
- F. The Contractor may complete the work in this contract any time during the period specified in the Special Provision entitled "Contract Time Period". Once construction has begun at a particular site, the Contractor will complete all work at that site within the time period(s) below.

Structure No./Part	Work Days Allowed	Structure No./Part	Work Days Allowed
A-33, Part I	10	N-39, Part XIII	8
A-85, Part II	11	N-117, Part XIV	8
A-195, Part III	7	P-253, Part XV	7
B-101, Part IV	10	T-261, Part XVI	9
D-3, Part V	10	U-22, Part XVII	10
E-132, Part VI	10	V-158, Part XVIII	8
E-170, Part VII	10	V-167, Part XIX	12
E-265, Part VIII	7	V-170, Part XX	12
H-28, Part IX	9	W-70, Part XXI	12
M-248, Part X	11	X-135, Part XXII	6
M-249, Part XI	11	X-168, Part XXIII	9
N-37, Part XII	8	Y-242, Part XXIV	10

Liquidated damages may be assessed at a rate similar to that specified in *Subsection 108.08 of the Standard Specifications* for each and every work day that a particular site remains incomplete beyond the time period specified herein regardless of the amount of time left in the contract for the entire project. For the purposes of this Contract, *Paragraph 2 of Section 108.08* will be amended to read as follows:

Lancaster County will utilize the following formula to calculate liquidated damages when a contract is not completed on time. The value of liquidated damages determined by this formula represents a portion of the Lancaster County's costs incurred because of delays in completing the contract.

LIQUIDATED DAMAGES FORMULA

$$LD = \frac{R \times C}{T}$$

Where: LD = Liquidated damages per working day or calendar Day (rounded to the nearest dollar).

C = The Original Contract amount of each a Part (i.e. Part I, II, III....) (includes all work competed and unfurnished).

T = Original number of working days specified for each separate part.

R = 0.06

- G. The Contractor will complete the work on the West Hallam Road (sites V-167 and V-170) first.
- H. Work at the V-167 and V-170 sites will be permitted at the same time.
- I. The Contractor will not be permitted to work at the V-158 site while work is ongoing at V-167 or V-170.
- J. The Contractor will not be permitted to work at the X-135 site and the X-168 site at the same time.
- K. The Contractor will not be permitted to work at the N-37 site and the N-39 site at the same time.

NATIONWIDE SECTION 404 PERMITS

Work on this project requires authorization from the U.S. Army Corps of Engineers-Nebraska Regulatory Office. Those authorizations have been obtained by Lancaster County for the proposed work. Each authorization contains both "General Conditions" and "Regional Conditions". The contractor will be provided with copies of each permit (containing the regional conditions) and a fact sheet containing the general conditions applicable to each site.

Contractors wishing to view the 404 Permits prior to bidding the work may contact the Lancaster County Engineering Department at 444 Cherrycreek Rd., Bldg. "C", Lincoln, NE 68528. Ph. 402-441-7681.

The Contractor will conduct all construction operations in accordance with the terms of the general and regional conditions specified in the permit.

There will be no direct payment for the cost of compliance with the permit conditions specified above, these costs will be considered subsidiary to items of work for which direct payment is made.

\_\_\_\_\_ " CULVERT PIPE, Type 3 (County Furnished)

The Contractor will perform all the work required and in accordance with Section 719 of the Standard Specifications, with the following exception:

The Item \_\_\_\_\_ " Culvert Pipe, Type 3 (County Furnished) does not include furnishing the culvert pipe and appurtenances. The culvert pipe sections, elbows, connecting bands, and other miscellaneous hardware will be provided to the Contractor by the County at no cost. The Contractor is advised that culvert pipe sections range in length from 14'-0" to 48'-0".

The Contractor will be responsible for hauling and unloading the culvert pipe materials located at the County storage sites and delivering them to the site of installation. Lancaster County will load the culvert pipe materials on to the Contractor's hauling equipment. The County will perform this work at no cost to the Contractor.

The Contractor will be required to provide the County with 48 hours advance notice (not counting week-ends or holidays) prior to picking up the culvert pipe materials. The hours of operation of the storage facilities are 7:30 a.m. to 4:00 p.m. Monday through Friday.

The Contractor will be required to pick up culvert materials during these hours on these days only.

The Contractor will contact the Lancaster County shop at 402-441-7797 to arrange for pick-up of culvert pipe materials.

The location of the County furnished culvert materials is indicated in the Special Provisions entitled "Location of County Furnished Pipe Materials."

Section 719.05, Paragraph 1 is amended to provide the pay item that will be known as \_\_\_\_\_ "Round Equivalent" Culvert Pipe, Type 3 (County Furnished), the pay unit will be measured by the lineal foot of pipe installed.

\_\_\_\_\_ "ROUND EQUIVALENT CULVERT PIPE, Type 3 (County Furnished)

The Contractor will perform all the work required and in accordance with Section 719 of the Standard Specifications, with the following exception:

The Item \_\_\_\_\_ "Round Equivalent" Culvert Pipe, Type 3 (County Furnished) does not include furnishing the culvert pipe and appurtenances. The culvert pipe sections, elbows, connecting bands, and other miscellaneous hardware will be provided to the Contractor by the County at no cost. The Contractor is advised that culvert pipe sections range in length from 14'-0" to 48'-0".

LOCATION OF COUNTY FURNISHED PIPE CULVERT MATERIALS

The Contractor will obtain the County furnished culverts materials at the locations shown in the table below:

Part	County No.	County Storage Site Location
IV	B-101	Dist. #1 - Waverly
V	D-3	Dist. #2 - Raymond
VI	E-132	Dist. #2 - Raymond
VII	E-170	Dist. #2 - Raymond
IX	H-28	Dist. #1 - Waverly
X	M-248	--- Emerald Patrol Station
XI	M-249	--- Emerald Patrol Station
XII	N-37	Dist. #3 - Sprague
XIV	N-117	Dist. #3 - Sprague
XV	P-253	Dist. #4 - Roca
XVI	T-261	Dist. #3 - Sprague
XVII	U-22	Dist. #3 - Sprague
XVIII	V-158	Dist. #3 - Sprague
XIX	V-167	--- Lancaster County Shop
XX	V-170	--- Lancaster County Shop
XXI	W-70	Dist. #3 - Sprague
XXII	X-135	Dist. #4 - Roca
XXIV	Y-242	Dist. #4 - Roca

### EXCAVATION FOR STRUCTURES

Paragraph 3.b.(6) of Section 702.04 of the Standard Specifications is amended to read as follows:

6. The excavation associated with the preparation of a structure or the removal of a structure shall not be included in the excavation for pipe culverts and headwalls or excavation for box culverts when the structure is within the limits of the excavation for the new culvert or its headwalls. Excavation for the preparation of a structure or removal of a structure shall be subsidiary to the contract items of "Preparation of Structure at Station \_\_\_\_\_" or "Remove Structure at Station \_\_\_\_\_" as addressed in Section 203 of the Standard Specifications.

Paragraph 3.b.(7) of Section 702.04 of the Standard Specifications is void.

### FUEL COST ADJUSTMENT

Section 205.05, Paragraph 16 of the Standard Specifications will be null and void.

### EXCAVATION (ESTABLISHED QUANTITY) AND EARTHWORK MEASURED IN EMBANKMENT

For those sites in the Contract where the relevant bid item is "Excavation (Established Quantity)", the Contractor will be responsible for loading, hauling, and disposal of waste excavation. For the sites in the Contract where the relevant bid item is "Earthwork Measured in Embankment", the Contractor will be responsible for locating, loading, and hauling borrow material.

### REMOVAL OF EXISTING STRUCTURES

Contract items for structure removals shall include the removal of the entire culvert length from inlet to outlet along with the removal of appurtenances to the structure such as paved aprons, spillways, flumes, etc. The excavation required for removal and the backfilling of the excavated materials in the opening or openings caused by the removal shall be considered subsidiary to the work of removal.

### REMOVAL OF EXISTING HEADWALLS

Contract items for headwall removals shall include the removal of the headwall and all appurtenances such as wings, paved aprons, etc. The excavation required for the removal and the backfilling of the excavated materials in the opening or openings caused by the removal shall be considered subsidiary to the work of removal.

### CORRUGATED CULVERT PIPE MANUFACTURE AND CONNECTING BANDS FOR CULVERT PIPE

Culvert pipe with spiral corrugations which conform to the requirements of AASHTO M-36 and all other provisions of the Standard Specifications (for sizes up to and including 144" diameter) are acceptable, if and only if, they are manufactured with annular corrugations at the ends of each section of pipe supplied and if they are manufactured with a continuously welded seam. A "spot welded" or "lock seam" shall not be allowed on spiral corrugated pipe.

All culvert pipe furnished by the Contractor on this project will conform to the State of Nebraska Department of Roads Pipe Policy for Type 3 Culvert Pipe with the exceptions noted herein.

The only coupling or connecting bands acceptable are the corrugated type band. All roadway culvert pipe bands shall be a minimum of two feet wide.

### CORRUGATED POLYETHYLENE PIPE

The use of corrugated, polyethylene pipe Type 6 and 7, conforming to the requirements of AASHTO M-294 has not been approved by Lancaster County and is unacceptable for use on this project.

### REPAIR OF DAMAGED METALLIC COATINGS ON CULVERT PIPE

Culvert pipes that require mitering of the culvert end to conform to the face of the headwall or culverts with damaged coating shall be repaired with a zinc-rich paint in accordance with Method 2 of Subsection 1061.02 in the Standard Specifications.

No direct payment will be made for the aforementioned mitering and repair of metallic coatings but will be considered subsidiary to items for which direct payment is made.

REVEGETATION PLAN FOR PROJECT SITES IN THIS CONTRACT

The Contractor will install Erosion Control, Type 1-D on all areas within the right-of-way or easements disturbed by construction. The exception to the above will be those areas which will be surfaced with crushed rock, asphalt, rip-rap, and other locations as directed by the project engineer.

Erosion Control, Type 1-D will be installed in accordance with the Plans and as described in Section 807 of the Standard Specifications. The blanket material must be selected from the State of Nebraska Department of Roads approved products list. The seed and fertilizer will be installed in accordance with Sections 803 and 804 of the Standard Specifications. The seed and fertilizer will be installed beneath the erosion control blanket.

For clarification purposes, the Contractor will not be paid directly for furnishing, and applying the seed and fertilizer, it will be considered subsidiary to the item "Erosion Control, Type 1-D.

Seeding, Type "A" will be used to cover all areas at the outlet of culverts designated to receive rock rip-rap. The seed and fertilizer will be installed on areas treated by rip-rap after the stone has been installed, and a compacted top dressing 6" thick has been placed over the rip-rap.

The Contractor will install fabric silt fence-high porosity at the inlets of culverts and other locations as directed by the project engineer.

The Contractor will install Erosion Checks, Type "Wattles" across ditches and on fill slopes at intervals as directed by the project engineer.

ROCK RIP-RAP, TYPE " " FOR OUTLET PROTECTION

The work covered by this section of the Special Provisions will include the work described in Section 905 of the Standard Specifications shown on the Plans with the following amendments.

Section 905.05 will apply to this item. The excavation necessary for this item of work will not be paid for directly, it will be subsidiary to items of work for which direct payment is made.

Once the excavation has been done and the rip-rap stone has been installed, the Contractor will place and compact a 6" top dressing of fill material over the rip-rap blanket. The Contractor may use excavated material from the excavation described above or excess embankment from the roadway work to accomplish the burial of the stone. The work necessary to construct the top dressing will not be paid for directly, it will be considered subsidiary to items of work for which direct payment is made.

SEEDING, TYPE "A"

The work covered by this section of the Special Provisions will include the work described in Section 803 and 804 of the Standard Specifications and as shown on the Plans to protect the outlets of culvert pipes with the following exceptions.

Sections 803.04 and 803.05 will be amended to provide payment in square yards rather than by the acre. In addition, mulching will not be required.

#### INSTALLATION OF PERMANENT OR TEMPORARY EROSION AND/OR SEDIMENTATION CONTROL MEASURES

The work covered in this section of the Special Provisions will include furnishing all labor, materials, equipment, fabrication, transportation, supplies, tools, supervision, and other incidentals necessary to provide and install the erosion and/or sedimentation control measures at locations called for in the proposal or as directed by the project engineer.

The Contractor or his subcontractor will not be required to maintain the permanent erosion/sedimentation control measures on this project once they have been successfully installed. Lancaster County will be responsible for said maintenance until a 75% cover of desirable species has been obtained.

The permanent erosion/sedimentation control measures will consist of Erosion Control, Type 1-D, Seeding Type "A", Rock Rip-Rap, Fabric Silt Fence-High Porosity and Erosion Checks, Type "Wattle". This work will be done as soon as practical after completion of the culvert installation and final grading work. In no case will a particular site remain unprotected in excess of 7 days. Failure to complete the permanent erosion/sedimentation control within the 7 day period specified above will result in a \$250.00 penalty per location per calendar day for each calendar day a site remains unprotected. This penalty will be deducted from any monies due and payable to the Contractor for other work on the Contract.

The temporary erosion/sedimentation control measures will consist of temporary earth checks, temporary ditching or diking, cat tracking, contour cultivation, etc..... The temporary measures will be installed at locations as directed by the project engineer. This work will be done immediately prior to de-mobilizing from a particular project site.

The permanent erosion and/or sedimentation control work will be measured for payment as prescribed in the relevant sections of the Standard Specifications. The Contractor will receive contract unit price for the items specified in the proposal for a particular site. This payment will be full and complete compensation for the work described herein.

The temporary erosion and/or sedimentation control work will not be measured for payment. This work will be considered subsidiary to items of work for which direct payment is made.

#### CONSTRUCTION SITE CONTROL

To the extent permitted by law, the County relinquishes control of the construction site to the Contractor and its Subcontractors during the period of construction. The construction, placement of barricades, and posting of warning signs in the area of construction will be the responsibility of the Contractor. This shall include the placement of construction equipment and any obstacles which are created as a result of the construction project. The placement of barricades and warning signs shall be in compliance with the current edition of the *Manual on Uniform Traffic Control Devices and the 2007 Edition of the Standard Specifications of Highway Construction of the State of Nebraska*. The placement of such barricades and signs shall be reviewed by the County Engineer's Office prior to commencement of the project to ensure compliance. To the extent permitted by law, the Contractor expressly accepts control of the construction site, such control shall include, but not be limited to, barricades, signs, road crossing, construction equipment and any obstacles created during construction of the project.

#### USE OF EASEMENT AND RIGHT-OF-ENTRY DURING THE WORK

The Contractor shall have the right to enter the property shown on the plans to accomplish the work in this Contract. It is the intent of this Special Provision to limit the Contractor's use of the existing and new right-of-way, temporary and permanent easements, or right-of-entry areas to those portions actually required to perform the work under this Contract as directed by the Project Engineer. The Contractor will not be permitted to disturb those areas which are not directly related to work required under the Contract. The Project Engineer will have the sole authority to determine what portions of the property may be disturbed.



SEED MIX FOR EROSION CONTROL, TYPE 1-D AND SEEDING, TYPE "A"

The work covered by this section of the Special Provisions will correspond to the work described in *Section 803 and 807* of the *Standard Specifications*.

The following seed mixture will be used

Species	Minimum Purity (Percent)	Lbs. of PLS/Acre
Canada wildrye – Mandan, Nebraska native	85	4
Slender Wheatgrass	85	3
Western wheatgrass – Flintlock, Barton	85	4
Indiangrass – Oto, NE-54, Holt	75	3
Switchgrass – Pathfinder, Blackwell, Trailblazer	90	1.0
Big bluestem – Pawnee, Roundtree, Bonanza	60	3
Little bluestem – Aldous, Blaze, Camper, Nebraska native	60	2.5
Sideoats grama – Butte, El Reno, Trailway	75	4
Partridge Pea – inoculated	90	0.25
Oats/wheat (wheat in the fall)	90	13

PLS (*pure live seed*) is a term used in the seed industry to describe the percentage of a quantity of seed that will germinate. It is a tool for comparing the quantity of seed lots.

The Contractor will not be allowed to use hydraulic seeders or hydro-seeding methods on this project.

FERTILIZER

The work covered by this section of the Special Provisions will correspond to the work described in *Section 804 of the Standard Specifications*.

Rate of application of commercial inorganic fertilizer shall be:

	Rate of Application per Acre (Minimum)
Available Nitrogen (N <sub>2</sub> )	32 or 36 lbs.
Available Phosphoric Acid (P <sub>2</sub> O <sub>5</sub> )	92 or 96 lbs.

Rate of application of granular sulphur coated urea fertilizer shall be:

Nitrogen (Total Available)	0 lbs.
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The contractor may, at his opinion, apply granular urea formaldehyde in lieu of the sulphur coated urea fertilizer at the following rate:

Nitrogen (Total Available)	0 lbs.
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### INCORPORATING CRUSHED ROCK SURFACING

After finish grading work has been completed, the Contractor will furnish and spread crushed rock surfacing to all road surfaces included in the project. The crushed rock will be spread as follows.

- 1) On 41' wide roads, the crushed rock will be spread approximately 35' wide x 2" deep.
- 2) On 36' wide roads, the crushed rock will be spread approximately 30' wide x 2" deep.
- 3) On 30' wide roads, the crushed rock will be spread approximately 28' wide x 2" deep.

After the crushed rock has been spread, the Contractor will incorporate the crushed rock into the subgrade by scarifying the upper six inches of the subgrade where the rock surfacing has been placed. The crushed rock and scarified material shall be thoroughly mixed by discing methods to obtain a uniform material throughout the scarified section. The scarified section shall then be compacted and shaped in accordance with the compaction requirements and typical cross sections shown in the plans. In most cases, the application of water by the contractor will be necessary to achieve compaction.

Incorporating crushed rock into the subgrade shall be measured by the station (100'). Payment shall be made at the contract unit price for the item "Incorporating Crushed Rock Surfacing." This price shall be full compensation for furnishing all labor, materials, equipment, tools, and incidentals necessary to complete the work. Water applied while incorporating the crushed rock surfacing shall be measured separately and paid for at the contract unit price for the item "Water".

### CRUSHED ROCK SURFACE COURSE

The work included in this section of the Special Provisions will include furnishing all labor, material, equipment, fabrication, transportation, supplies, tools, supervision, and other incidentals to furnish, load, haul, spread crushed rock surface course materials as shown on the Plans.

The crushed rock surface course material will meet the requirements described in the applicable Sections 1033.01, 1033.02 and 1033.03 of the Nebraska Department of Roads Standard Specifications for Highway Construction.

The Contractor will be compensated for the work described in this section of the Special Provisions at the contract unit price per ton for the item "Crushed Rock Surface Course". The price will be considered full and complete compensation for the work described herein.

### TACK COAT

The work covered by this section of the Special Provisions will include all of the work described in *Section 504 of the Standard Specifications* with the following amendment(s).

*Sections 504.04 and 504.05* will be null and void.

The Contractor will not be paid directly for the work described above. This work will be considered subsidiary to items of work for which direct payment is made.

### SUBGRADE PREPARATION

The work covered by the section of the Special Provisions will include all the work described in *Section 302 of the Standard Specifications* with the following amendment(s).

*Section 302.04 and 302.05* will be null and void.

The Contractor will not be paid directly for the work described above. This work will be considered subsidiary to items of work for which direct payment is made.

### EARTH SHOULDER CONSTRUCTION

The work covered by this section of the Special Provisions will include all the work described in *Section 304 of the Standard Specifications* with the following amendment(s).

*Sections 304.04 and 304.05* will be null and void.

The Contractor will not be paid directly for the work described above. This work will be considered subsidiary to items of work for which direct payment is made.

#### ASPHALTIC CONCRETE, TYPE "SPR"

The work covered by this section of the Special Provisions will include all the work described in *Section 1028 of the Standard Specifications* with the following amendment(s).

Due to the extremely small quantities of asphaltic concrete on this project, the QA/QC sampling and testing requirements specified in *Section 1028* are waived.

The Contractor will furnish weigh tickets for each load of asphaltic concrete produced and delivered. Asphalt concrete delivered without a scale ticket will not be paid for.

The Contractor will be compensated for the work described in this section of the Special Provisions at the contract unit price for the item "Asphaltic Concrete, Type "SPR". This price will be considered full and complete compensation for the work described herein.

#### PERFORMANCE GRADED BINDER

The work covered by this section of the Special Provisions will include all work described in *Section 1029 of the Standard Specifications* with the following amendment(s). The performance graded binder to be used on this project is "PG 64-34.

Due to the extremely small quantities of performance graded binder necessary for this project the QA/QC testing and sampling requirements are waived.

The Contractor will not be paid directly for the work described above. This work will be considered subsidiary to items of work for which direct payment is made.

#### BARRICADES

All barricades and sign supports furnished under this specification will be compliant with the National Cooperative Highway Research Program (NCHRP) Report #350 (Test Level -3)

The barricades will be provided by the Contractor in accordance with the Barricade Plan for each site as indicated in the plans for the project or as directed by the Project Engineer. All barricades furnished shall be Type II or Type III and will be equipped with Type "A" flashing lights. All barricades required by the Barricade Plan or the Detour Plan will be properly erected prior to any work beginning at the construction site. Maintenance of and payment for barricades will be in accordance with *Subsection 937.09 of the Standard Specifications*.

Once work on the project site(s) has been completed, the Project Engineer will direct the Contractor to pick up and remove the barricades, construction signs and the appurtenances thereto. The Contractor or his subcontractor will perform the removal work within five (5) calendar days. If in the event the removal is not done within the time period specified, Lancaster County forces will remove and store, at the nearest maintenance facility, the items described above. A fee of \$50.00/hour for each hour will be charged for the removal expense incurred by County forces. The expense will be reduced from any payments due the Contractor.

#### CONSTRUCTION SIGNS

All construction signs furnished under this specification will be compliant with the National Cooperative Highway Research Program (NCHRP) Report #350 (Test Level - 3).

The construction signs will be provided by the Contractor in accordance with the "Barricade Plan," the "Detour Plan," or as directed by the Project Engineer. Each construction site will be barricaded; however, not all sites will have a designated detour route or a detour plan.

The work will include furnishing each sign regardless of size or message. All signs furnished shall be reflectorized with a material that has a smooth, sealed outer surface which will display approximately the same size, shape, and color both day and night.

All signs furnished for use in work areas or on detour routes designated for the project shall meet all applicable standards and specifications prescribed in Parts II and V and Part VI of the latest edition of the *Manual On Uniform Traffic Control Devices* (M.U.T.C.D.). See the "Detour Plans" attached to *Special Provisions*

It is the intent of this specification that the construction signs specified herein be fastened to the Type III barricades or 4" x 4" wooden posts of adequate length as shown on the plans or called for in the *Special Provisions*. If in the opinion of the Project Engineer this method of erection proves unsatisfactory, the Contractor will be required to provide the necessary sign supports and fasteners at no additional cost. All construction signs and non-standard signs required by the barricade plan or the detour plan will be erected prior to any work beginning at the construction site.

Payment for construction signs will be measured by the number of calendar days each sign remains in use on the project regardless of the size, type, mounting method, or message appearing on the sign. The unit for this work shall be known as a "Sign Day".

This price shall be full and complete compensation for furnishing all labor, material, equipment, and other incidentals necessary to provide, erect, maintain, repair, and remove construction signs.

The County will supply non-standard signs to be attached to the Type II or Type III barricades by the Contractor to aid in the control of traffic during the work. The Contractor shall remove and return the signs to the County upon completion of the work. The installation, maintenance, and removal of non-standard signs will not be paid for directly but will be subsidiary to the items for which direct payment is made.

#### CONSTRUCTION SURVEYING

The Contractor shall be responsible for the preservation of all stakes and marks. The cost of replacing any stakes or marks destroyed or disturbed by the Contractor shall be charged against, and deducted from, the payment for the work at the rate of \$125.00 per hour for each hour of County survey time spent replacing the Contractor disturbed reference points.

#### NEBRASKA WEED – FREE GRAVEL/BORROW PIT MINIMUM STANDARDS

The Contractor will be required to provide the locations of all gravel and borrow pits that will be used in the performance of this contract. Inspection of the gravel pit or borrow pit will be done by Lancaster County Weed Authority who will fill out the "Certificate of Inspection" contained in these Special Provisions.

## **Nebraska Weed-Free Gravel / Borrow Pit Minimum Standards**

Gravel / borrow area shall be free of noxious weeds or undesirable plant species identified in the following list and those weeds declared noxious within the state and county of destination.

1. Gravel/borrow material shall be inspected in the State/Province of origin by proper officials or authority.
2. Gravel/borrow material shall also be inspected in the area of origin (area shall include, but not limited to, surrounding ditches, top soil piles, gravel/sand piles, fence rows, roads, easement, right-of-way, working areas, storage areas, and a buffer zone surrounding the area.)
3. Gravel/borrow material shall be inspected prior to movement by the proper officials or authority.
4. Gravel/borrow area which contains any noxious weeds, or undesirable plant species, as identified in the following list, may be certified if the following requirements are met:
  - a) Area upon which the gravel/borrow material was mined was treated to prevent seed formation or seed ripening to the degree that there is no danger of dissemination of the seed, or any injurious portion thereof from such noxious weeds, or undesirable plant species, or the propagating parts of the plant are not capable of producing a new plant.
  - b) Noxious weed(s) or undesirable plant species was treated not later than rosette to bud stage, or boot stage for grass species.
  - c) Treatment method can include but is not limited to: 1) burning, 2) mowing, cutting or rouging, 3) mechanical methods, or 4) chemicals.
5. An inspection certificate shall document that the above requirements have been met based upon a reasonable and prudent visual inspection.

### **Minimum Guidelines for gravel / borrow material inspections:**

The inspector will follow the following inspection procedures:

1. The entire border shall be walked or driven.
2. All storage areas, gravel/sand piles shall also be inspected and meet the standards.

3. Around all equipment, crushers, and working areas must be inspected to meet the standards.
4. Areas shall be inspected regularly at least twice a year in the growing season.
5. An inspector may not inspect gravel/borrow material of which said inspector has ownership or financial interest.

**Nebraska Weed Free Forage Certification Standards List**

Canada thistle	<i>Cirsium arvense</i>
Leafy spurge	<i>Euphorbia esula</i>
Musk thistle	<i>Carduus nutans</i>
Plumeless thistle	<i>Carduus acanthoides</i>
Diffuse knapweed	<i>Centaurea diffusa</i>
Spotted knapweed	<i>Centaurea maculosa</i>
Purple loosestrife	<i>Lythrum salicaria</i> and <i>L.virgatum</i> (including any cultivars and hybrids)
Saltcedar	<i>Tamarix ramosissima</i> Ledeb
Phragmites	<i>phragmites australis</i> , subspecies <i>australis</i>
Knotweeds	
• Japanese	<i>Fallopia japonica</i>
• Giant	<i>Fallopia sachalinensis</i>
Sericea lespedeza	<i>Lespedeza cuneata</i>

**Lancaster County Weed Free Forage Certification Standards List**

Common teasel	<i>Dipsacus fullonum</i>
Cutleaf teasel	<i>Dipsacus laciniatus</i>

**NEBRASKA WEED-FREE GRAVEL / BORROW CERTIFICATION OF INSPECTION**

NGCS/ LCWCA-15  
Pit inspection history

\_\_\_\_ 1<sup>st</sup> year  
\_\_\_\_ 2<sup>nd</sup> year  
\_\_\_\_ 3<sup>rd</sup> year  
\_\_\_\_ 4 or more years (specify)

Date \_\_\_\_/\_\_\_\_/\_\_\_\_

NGCS No. NE \_\_\_\_/\_\_\_\_/\_\_\_\_

STATE PERMIT # \_\_\_\_\_

Lancaster County Weed Control Authority, NE002-\_\_\_\_\_

This certifies that the gravel pit described herein, has been inspected according to the **\*Nebraska** and **\*Lancaster County** certification standards. The objective of the program is to help prevent and slow the speed of the Designated Noxious Weeds by providing gravel/borrow material that is free\* of the potential for transport and dispersal of listed weed species.

Operator \_\_\_\_\_ Phone: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Pit Location \_\_\_\_\_ County \_\_\_\_\_ Acres inspected \_\_\_\_\_

Material description: (Sand / Gravel / Rock / Top soil) \_\_\_\_\_

**Level of certification:** (check one)

A. \_\_\_\_ **EXCEEDS** requirements of the Nebraska and Lancaster County certification standards and contains only the specified gravel/borrow material with **no** nonnative plants noted.

B. \_\_\_\_ **MEETS** requirements of the Nebraska and Lancaster County certification standards. This gravel/borrow material contains variable amounts of annual weeds and/or other weeds **not listed** as prohibited or noxious per Nebraska or Lancaster County standards.  
(Weeds noted): \_\_\_\_\_

C. \_\_\_\_ **MINIMUM** requirements of the Nebraska and Lancaster County certification standards are met. \*This gravel/borrow material contains variable amounts of prohibited or noxious weed species which were immature, (no viable seed) when treated to prevent seed formation. These plant parts, although not usually desirable in the gravel/borrow material, are considered unable to begin new infestations.  
(Weeds noted): \_\_\_\_\_

Additional comments: \_\_\_\_\_

D. \_\_\_\_ **FAILED** Explanation \_\_\_\_\_

**REQUIREMENTS**

Gravel/borrow material must be certified to the NAMWA certification standards and inspected by proper officials. Inspection shall include, but not limited to, surrounding ditches, top soil piles, gravel/sand piles, fence rows, roads, easement, right-of-way, working areas, storage areas and a buffer zone surrounding the area.

Certification shall be based on a reasonable and prudent visual inspection. This certification terminates on:

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

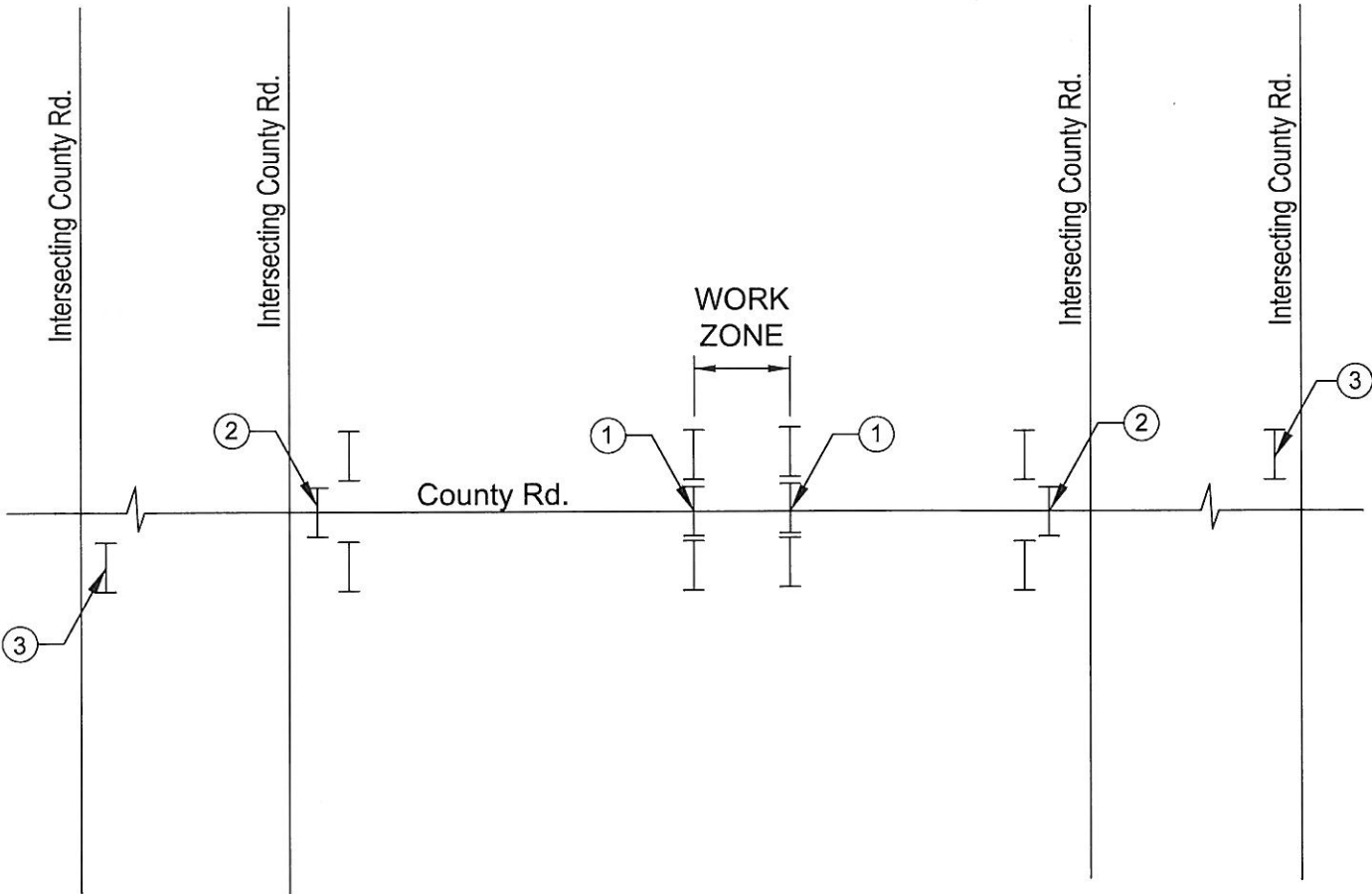
Certified by: \_\_\_\_\_ Title \_\_\_\_\_

\*Nebraska State listed noxious weeds (see *Gravel Pit Minimum Standards document*)  
\*Lancaster County listed noxious weeds (see *Gravel Pit Minimum Standards document*)

- **Disclaimer: Certified gravel/borrow material may have viable seeds from previous years. Plant seed cannot be killed by registered pesticides. Certification consists of a prudent and visual inspection for that year (s) certification for this pit. Previous years may have had seed drop that can still be viable. This is a buyer beware program.**

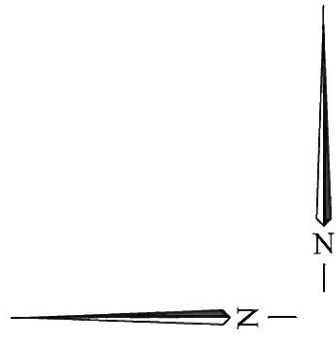
**\*\*\* BARRICADE AND DETOUR PLANS FOLLOW - TWO (2) REQUIRED \*\*\***

# BARRICADE PLAN PROJECT NO. 16-01



## LEGEND

- ① Road Closed (R11-2)
- ② Road Closed To Thru Traffic (R11-4)
- ③ Road Work Ahead (W20-1)
- |— Type III Barricade w/ Type 'A' Flashing Light
- Sign mounted on post or stand

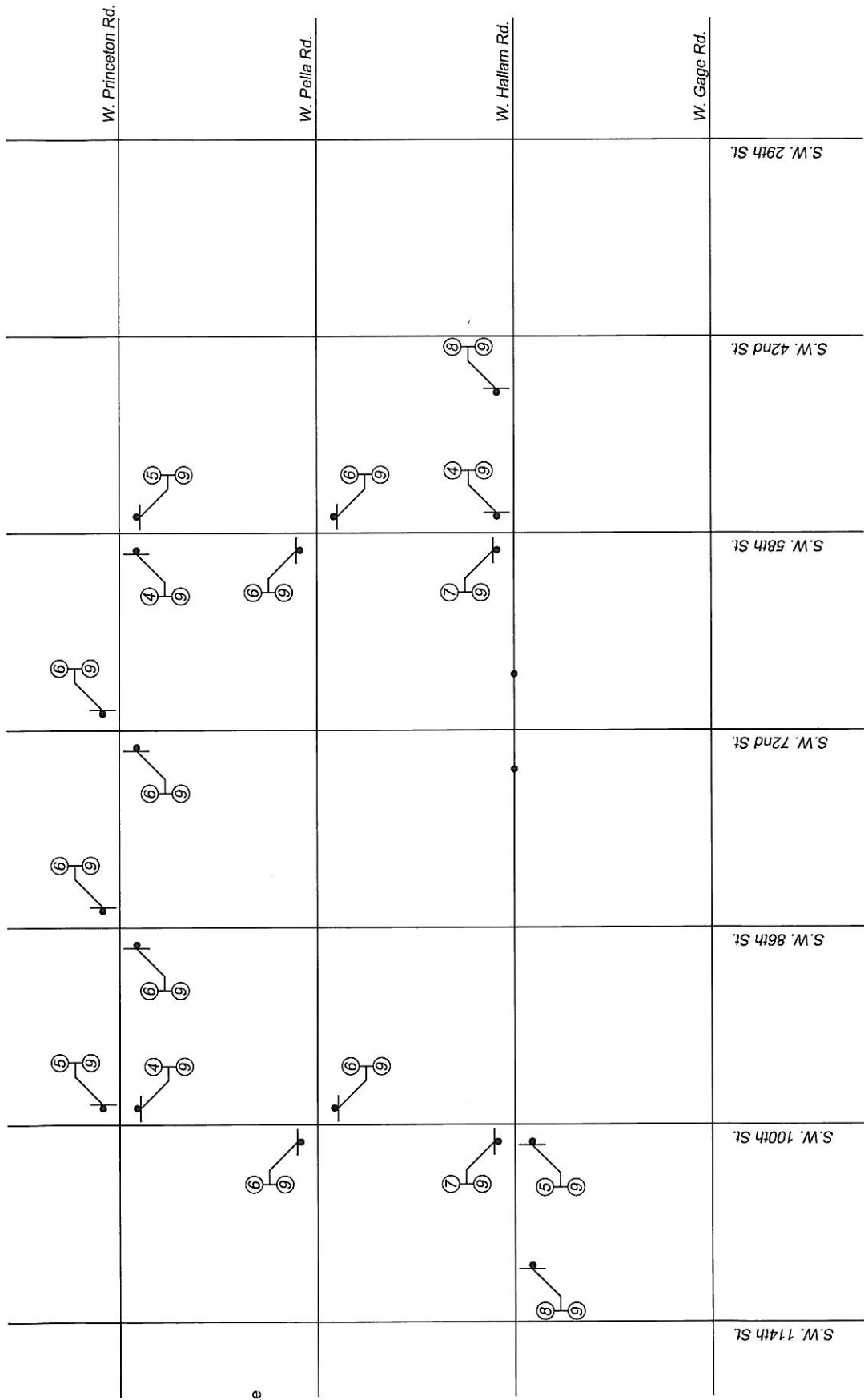




DETOUR PLAN FOR PROJECT NO. 16-01  
Culvert Sites V-167 & V-170



No Scale



- ① "Road Closed" - (R11-2)
- ② "Road Closed To Thru Traffic" - (R11-4)
- ③ "Road Work Ahead" - (W20-1)
- ④ "Detour" - Right Arrow (M4-10R)
- ⑤ "Detour" - Left Arrow (M4-10L)
- ⑥ "Detour" - Straight Arrow (M4-10)
- ⑦ "End Detour" - (M4-8A)
- ⑧ "Detour Ahead" - (W20-2A)
- ⑨ "Hallam Road"
- | Barricade, Type III; with Type "A" Light
- Sign Stand or Sign Mounted on Wood Post

PERFORMANCE AND LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Rush Creek Construction Inc. as principal, hereinafter referred to as "Contractor," and Inland Insurance Company, a corporate surety company authorized to transact business in the State of Nebraska as surety, hereinafter referred to as "Surety," are held and firmly bound unto the County of Lancaster, Nebraska, hereinafter referred to as "County," in the penal sum of Eight Hundred Two Thousand Two Hundred Fifty Seven Dollars and 42 /100 (\$ 802,257.42 ) lawful money of the United States for the payment of which sum, well and truly to be made, we bind ourselves and our heirs, executors, administrators, legal representatives, successors, and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Contractor has entered into a certain contract with the County, dated \_\_\_\_\_, \_\_\_\_\_, which contract hereby defined to include all contract documents (instructions to bidders, the accepted bid proposal, special and general conditions, specifications, and drawings) is by reference hereby made a part hereof and is hereinafter referred to as "Contract" for Project No. 16-01 – Pipe Culvert Maintenance, Lancaster County, Nebraska.

NOW, THEREFORE, IF THE Contractor (1) shall in all particulars well, duly, and faithfully observe, perform, and abide by each and every covenant, condition, and part of the Contract according to the true intent and meaning in each case AND save harmless and defend the County from all suits, judgments, damages, costs, charges, and expenses which may accrue from failure to do so AND make good any and all guarantees which the Contract may require of the Contractor or of the subcontractors; and (2) shall duly pay for all labor, materials, equipment, tools, repairs on machinery, provisions, utilities, fuels, lubricants, and all other supplies or materials actually used or rented by the Contractor or by the subcontractors in performance of the Contract including all insurance premiums on insurance required by the Contract together with interest as provided by law - THEN this obligation shall be and become null and void; otherwise, it shall remain in full force and effect.

PROVIDED FURTHER, that the Surety for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder shall in any wise affect the Surety's obligation on this bond; and the Surety hereby waives notice of any change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder.

IN WITNESS WHEREOF, this bond is executed this 4th day of April, 2017

Jara Brown  
Witness

210 S Reed Street, Suite 107, Beatrice, NE 68310  
Address

[Signature]  
Witness

4000 Pine Lake Rd, Lincoln, NE 68516  
Address

Rush Creek Construction Inc.  
Contractor  
[Signature]  
President

210 S Reed Street, Suite 107, Beatrice, NE 68310  
Address

Inland Insurance Company  
Surety  
[Signature]  
Attorney-in-fact Andrew P Andersen

601 S 12th St #100, Lincoln, NE 68508  
Address

(Accompany this bond with Attorney-in-fact's authority from Surety, certified to include the above date of the bond.)

# INLAND INSURANCE COMPANY

Lincoln, Nebraska

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

That the **INLAND INSURANCE COMPANY**, a corporation of the State of Nebraska having its principal office in the City of Lincoln, Nebraska, pursuant to the following Bylaw, which was adopted by the Board of Directors of the said Company on July 23, 1981, to wit:

"Article V-Section 6. **RESIDENT OFFICERS AND ATTORNEYS-IN-FACT.** The President or any Vice President, acting with any Secretary or Assistant Secretary, shall have the authority to appoint Resident Vice Presidents and Attorneys-In-Fact, with the power and authority to sign, execute, acknowledge and deliver on its behalf, as Surety: Any and all undertakings of suretyship and to affix thereto the corporate seal of the corporation. The President or any Vice President, acting with any Secretary or Assistant Secretary, shall also have the authority to remove and revoke the authority of any such appointee at any time."

does hereby make, constitute and appoint

**Andrew P. Andersen or Gary Lee or Kate R. Greenwald  
or Scott L. Wagner, Lincoln, Nebraska**

its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf, as Surety:  
Any and all undertakings of suretyship

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its offices in Lincoln, Nebraska, in their own persons.

The following Resolution was adopted at the Regular Meeting of the Board of Directors of the **INLAND INSURANCE COMPANY**, held on July 23, 1981:  
"RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed in accordance with Article V-Section 6 of the Company Bylaws: and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary and facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

All authority hereby conferred shall remain in full force and effect until terminated by the Company.  
IN WITNESS WHEREOF, **INLAND INSURANCE COMPANY** has caused these presents to be signed by its President and its corporate seal to be hereunto affixed this 13th day of April, 20 16.

*Carol J. Clark*

Secretary/Treasurer

By

INLAND INSURANCE COMPANY

*Curt L. Hartter*

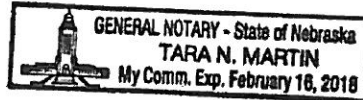
President



State of Nebraska }  
County of } ss.  
Lancaster

On this 13th day of April, 20 16, before me personally came Curtis L. Hartter, to me known, who being by me duly sworn, did depose and say that (s)he resides in the County of Lancaster, State of Nebraska; that (s)he is the President of the **INLAND INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that (s)he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed (his) (her) name by like order; and that Bylaw, Article V-Section 6, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

*Tara N. Martin*



My Commission Expires February 16, 2018.

Notary Public

I, Cheryl A. Brown, Assistant Secretary of **INLAND INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said **INLAND INSURANCE COMPANY**, which is still in full force and effect.  
Signed and sealed at the City of Lincoln, Nebraska this 4th day of April, 20 17.

*Cheryl A. Brown*

Assistant Secretary



**INLAND**  
INSURANCE COMPANY

P.O. Box 80468 • Lincoln, Nebraska 68501-0468  
PHONE • 1-800-755-2666  
FAX • 402-435-3274

**UNIVERSAL**  
SURETY COMPANY

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## BID BOND

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KNOW ALL MEN BY THESE PRESENTS: That we,  
Rush Creek Construction Inc

as Principal, hereinafter called the principal, and Universal Surety Company a corporation duly organized under the laws of the State of Nebraska, as Surety, hereinafter called the Surety, are held and firmly bound unto  
County Treasurer of Lancaster County, Nebraska

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid  
\_\_\_\_\_ (\$ 5% ) DOLLARS,  
lawful money of the United States of America, for the payment of which sum of money well and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

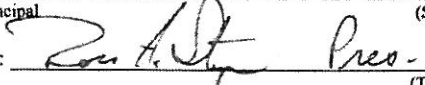
Pipe Culvert Maintenance, County Project No. 16-01- Lancaster County Bid No. 17-057

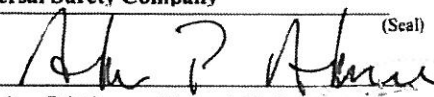
NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed, Sealed and Dated, this 8th day of March, 2017.

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Witness

**Rush Creek Construction Inc**  
Principal \_\_\_\_\_ (Seal)  
By:  Pres. \_\_\_\_\_ (Title)

**Universal Surety Company**  
Surety \_\_\_\_\_ (Seal)  
By:  \_\_\_\_\_  
Andrew P Andersen, Attorney in Fact



# UNIVERSAL SURETY COMPANY

Lincoln, Nebraska

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

That the **UNIVERSAL SURETY COMPANY**, a corporation of the State of Nebraska having its principal office in the City of Lincoln, Nebraska, pursuant to the following Bylaw, which was adopted by the Board of Directors of the said Company on July 23, 1981, to wit:

"Article V-Section 6. **RESIDENT OFFICERS AND ATTORNEYS-IN-FACT.** The President or any Vice President, acting with any Secretary or Assistant Secretary, shall have the authority to appoint Resident Vice Presidents and Attorneys-In-Fact, with the power and authority to sign, execute, acknowledge and deliver on its behalf, as Surety: Any and all undertakings of suretyship and to affix thereto the corporate seal of the corporation. The President or any Vice President, acting with any Secretary or Assistant Secretary, shall also have the authority to remove and revoke the authority of any such appointee at any time."

does hereby make, constitute and appoint

Andrew P. Andersen or Gary Lee or Kate R. Greenwald  
or Scott L. Wagner, Lincoln, Nebraska

its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf, as Surety:  
Any and all undertakings of suretyship

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its offices in Lincoln, Nebraska, in their own persons.

The following Resolution was adopted at the Regular Meeting of the Board of Directors of the **UNIVERSAL SURETY COMPANY**, held on July 23, 1981:

"RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed in accordance with Article V-Section 6 of the Company Bylaws: and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary and facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

All authority hereby conferred shall remain in full force and effect until terminated by the Company.

IN WITNESS WHEREOF, **UNIVERSAL SURETY COMPANY** has caused these presents to be signed by its President and its corporate seal to be hereunto affixed this 13th day of April, 20 16.

UNIVERSAL SURETY COMPANY

*Carol J. Clark*

Secretary/Treasurer

By

*Curt L. Hartter*

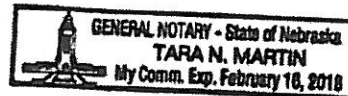
President



State of Nebraska }  
County of } ss.  
                  } Lancaster

On this 13th day of April, 20 16, before me personally came Curtis L. Hartter, to me known, who being by me duly sworn, did depose and say that (s)he resides in the County of Lancaster, State of Nebraska; that (s)he is the President of the **UNIVERSAL SURETY COMPANY**, the corporation described in and which executed the above instrument; that (s)he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed (his) (her) name by like order; and that Bylaw, Article V-Section 6, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

*Tara N. Martin*



My Commission Expires February 16, 2018.

Notary Public

I, Cheryl A. Brown, Assistant Secretary of **UNIVERSAL SURETY COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said **UNIVERSAL SURETY COMPANY**, which is still in full force and effect.

Signed and sealed at the City of Lincoln, Nebraska this 8th day of March, 20 17.



*Cheryl A. Brown*

Assistant Secretary



## CONTRACT AGREEMENT

### RE: PURCHASING AGENT APPOINTMENT

The Contractor performing work for the County of Lancaster, Nebraska, will be issued a Purchasing Agent Appointment signed by the Purchasing Agent of the County. It is to be used by the Contractor and his subcontractors when purchasing tangible personal property to be actually incorporated into the contract work including materials incidental but necessary to the performance of the contract, provided that such materials are actually incorporated into the contract work. It does not apply to either (1) the purchase of materials to be used but not incorporated into the contract work including but not limited to form lumber, scaffold, etc.; or (2) the purchase or rental of machinery, equipment, or tools owned or leased by the Contractor or his subcontractors and used in performing the contract work.

Purchase qualifying as aforesaid shall be considered as being made by the County. The County shall be obligated to the vendor for the purchase price; but the Contractor or subcontractor, as the case may be, shall handle all payments therefore on behalf of the County. The vendor shall agree to make demand or claim for payment of the purchase price from the County by submitting an invoice to the Contractor or subcontractor. Title to all materials and supplies so qualifying shall vest in the County directly from the vendor; and regardless of the method of payment, title shall vest in the County as otherwise provided in the contract with the County. The Contractor or subcontractor shall not acquire title to any material incorporated into the project. All invoices shall bear the Contractor's or subcontractor's name as agent for the County.

The Contractor may reproduce copies of this Contract Agreement and of the original of the aforesaid Appointment and Certificate to furnish to his suppliers on each invoice or order. The Contractor shall enter the supplier's (the vendor's) name and address, the date, the invoice or order number, a description of the items, and the amount in the spaces provided and shall sign the certificate on the line provided for the "Purchaser's Agent."

The Contractor shall provide each subcontractor with a copy of this Contract Agreement; and of said Appointment and Certificate, the Contractor shall add the subcontractor's name and address in the places provided therefore. Each subcontractor is hereby given the authority to reproduce copies of the copy of said Appointment and Certificate thus provided him by the Contractor and to furnish the same to his (the subcontractor's) suppliers on each invoice or order, and the subcontractor shall complete and sign the same for his purchases in like manner as above set forth for the Contractor.



# Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption

Form  
13

Name and Mailing Address of Purchaser			Name and Mailing Address of Seller		
Name Lancaster County Engineering Department			Name Rush Creek Construction, Inc.		
Legal Name					
Street Address (Do not use PO Box) 444 Cherrycreek Rd., Bldg. "C"			Street or Other Mailing Address 210 S. Reed St., Ste. 107		
City Lincoln,	State NE	Zip Code 68528	City Beatrice	State NE	Zip Code 68310

**Check Type of Certificate**

- Single Purchase If single purchase is checked, enter the related invoice or purchase order number \_\_\_\_\_.
- Blanket If blanket is checked, this certificate is valid until revoked in writing by the purchaser.

I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:

**Check One**  Purchase for Resale (Complete Section A.)  Exempt Purchase (Complete Section B.)  Contractor (Complete Section C.)

**Section A—Nebraska Resale Certificate**

Description of Property or Service Purchased

I hereby certify that the purchase, lease, or rental of \_\_\_\_\_ from the seller listed above is exempt from the Nebraska sales tax as a purchase for resale, rental, or lease in the normal course of our business. The property or service will be resold either in the form or condition in which it was purchased, or as an ingredient or component part of other property or service to be resold.

I further certify that we are engaged in business as a:  Wholesaler  Retailer  Manufacturer  Lessor  
of \_\_\_\_\_  
Description of Product or Service Sold, Leased, or Rented

My Nebraska Sales Tax Permit Number is 01-\_\_\_\_\_.

If none, state the reason \_\_\_\_\_.

or Foreign State Sales Tax Number \_\_\_\_\_ State \_\_\_\_\_.

**Section B—Nebraska Exempt Sale Certificate**

The basis for this exemption is exemption category 1 (insert appropriate number for the category of exemption described on the reverse side).

If exemption category 2 or 5 is claimed, enter the following information:

Description of Items Purchased	Intended Use of Items Purchased
_____	_____

If exemption category 3 or 4 is claimed, enter your Nebraska Exemption Certificate number. 05-\_\_\_\_\_  
Do not enter your Federal Employer ID Number.

If exemption category 6 is claimed, the seller must enter the following information and sign this form below:

Description of Items Sold	Date of Seller's Original Purchase	Was tax paid when purchased by seller?		Was item depreciable?	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		
_____	_____				

**Section C—For Contractors Only****1. Purchase of building materials or fixtures.**

As an Option 1 or Option 3 contractor, I hereby certify that the purchase of building materials and fixtures from the seller listed above are exempt from Nebraska sales tax. My Nebraska Sales or Use Tax Permit Number is: 01-\_\_\_\_\_.

**2. Purchases made by an Option 2 contractor under a Purchasing Agent Appointment on behalf of** \_\_\_\_\_  
(exempt entity)

As an Option 2 contractor, I hereby certify that the purchase of building materials and fixtures from the seller listed above is exempt from Nebraska sales tax pursuant to the **attached** Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17.

Any purchaser, agent, or other person who completes this certificate for any purchase which is not for resale, lease, or rental in the regular course of the purchaser's business, or is not otherwise exempted from sales and use taxes is subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse. With regard to a blanket certificate, this penalty applies to each purchase made during the period the blanket certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my knowledge and belief, it is correct and complete.

sign  
here

Authorized Signature

Purchasing Agent

Title

Date

Authorized Signature Name (please print)

**Do not send this certificate to the Nebraska Department of Revenue. Keep it as part of your records.**

**Sellers cannot accept incomplete certificates.**

revenue.nebraska.gov, 800-742-7474 (NE and IA), 402-471-5729

## Instructions

**Who May Issue a Resale Certificate.** Form 13, Section A, is issued by persons or organizations making purchases of property or taxable services that will subsequently be resold in the purchaser's normal course of business. The property or services must be resold in the same form or condition as when purchased, or as an ingredient or component part of other property that will be resold.

**Who May Issue an Exempt Sale Certificate.** Form 13, Section B, may only be issued by governmental units and persons or organizations that are exempt from paying Nebraska sales and use tax. Nonprofit organizations that are exempt from paying sales and use tax are listed in the [Nebraska Sales Tax Exemption Chart](#).

Enter the appropriate number from the "Categories of Exemption" in the space provided that properly reflects the basis for your exemption. If category 2 through 6 is the basis for exemption, you must complete the information requested in Section B.

For additional information about proper issuance and use of this certificate, please review [Reg-1-013, Sale for Resale – Resale Certificate](#), and [Reg-1-014, Exempt Sale Certificate](#).

**Contractors.** To make tax-exempt purchases of building materials and fixtures, Option 1 or Option 3 contractors must complete Form 13, Section C, Part 1.

To make tax-exempt purchases of building materials and fixtures pursuant to a construction project for an exempt governmental unit or an exempt nonprofit organization, Option 2 contractors must complete Form 13, Section C, Part 2. The contractor must also attach a copy of a properly completed [Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17](#), to the Form 13, and both documents must be given to the supplier when purchasing building materials. See the [contractor information guides](#) for additional information.

**When and Where to Issue.** The Form 13 must be given to the seller at the time of the purchase to document why sales tax does not apply to the purchase. The Form 13 must be kept with the seller's records for audit purposes (see [Reg-1-012, Exemptions](#)). Do not send Forms 13 to the Nebraska Department of Revenue.

**Sales Tax Number.** A purchaser who is engaged in business as a wholesaler or manufacturer is not required to provide an ID number when completing Section A. Out-of-state purchasers may provide their home state sales tax number. Section B does not require a Nebraska ID number when exemption category 1, 2, or 5 is indicated.

**Fully Completed Resale or Exempt Sale Certificate.** For a resale certificate to be fully completed, it must include: (1) identification of the purchaser and seller, type of business engaged in by the purchaser, and reason for the exemption; (2) sales tax permit number; (3) signature of an authorized person; and (4) the date of issuance.

For an exempt sale certificate to be fully completed, it must include: (1) identification of purchaser and seller; (2) a statement that the certificate is for a single purchase or is a blanket certificate covering future sales; (3) a statement of the basis for exemption, including the type of activity engaged in by the purchaser; (4) signature of an authorized person; and (5) the date of issuance.

**Penalties.** Any purchaser who gives a Form 13 to a seller for a purchase which is other than for resale, lease, or rental in the normal course of the purchaser's business, or is not otherwise exempted from sales and use tax under the Nebraska Revenue Act, is subject to a penalty of \$100 or ten times the tax, whichever is greater, for each instance of presentation and misuse. In addition, any purchaser, or

their agent, who fraudulently signs a Form 13 may be found guilty of a Class IV misdemeanor.

### Categories of Exemption

1. Governmental agencies identified in [Reg-1-012, Exemptions](#); [Reg-1-072, United States Government and Federal Corporations](#); and [Reg-1-093, Governmental Units](#). Governmental units are not assigned exemption numbers.

Sales to the United States government, its agencies, instrumentalities, and corporations wholly owned by the U.S. government are exempt from sales tax. However, sales to institutions chartered or created under federal authority, but which are not directly operated and controlled by the United States government for the benefit of the public, generally are taxable. For construction projects for federal agencies, see [Reg-1-017, Contractors](#).

Purchases by governmental units that are **not** exempt from Nebraska sales and use taxes include, but are not limited to: governmental units of other states; sanitary and improvement districts; rural water districts; railroad transportation safety districts; and county historical or agricultural societies.

2. Purchases when the intended use renders it exempt as stated in paragraph 012.02D of [Reg-1-012, Exemptions](#). See [Nebraska Sales Tax Exemption Chart](#). Complete the description of the item purchased and the intended use on the front of Form 13.

Beginning October 1, 2014, sales of repair and replacement parts for agricultural machinery and equipment used in commercial agriculture are exempt from sales and use taxes. When claiming this exemption, please enter "commercial agriculture" on the **Intended Use of Items Purchased** line.

3. Purchases made by organizations that have been issued a Nebraska Exempt Organization Certificate of Exemption. [Reg-1-090, Nonprofit Organizations](#); [Reg-1-091, Religious Organizations](#); and [Reg-1-092, Educational Institutions](#), identify these organizations. These organizations are issued a Nebraska state exemption ID number. This exemption number must be entered in Section B of Form 13.

Nonprofit **health care organizations** that hold a certificate of exemption are exempt for purchases of items for use at their facility, or portion of the facility, covered by the license issued under the Health Care Facility Licensure Act. Only specific types of health care facilities and activities are exempt. Purchases of items for use at facilities that are not covered under the license, or for any other activities that are not specifically exempt, are taxable.

4. Purchases of common or contract carrier motor vehicles, trailers, and semitrailers; accessories that physically become part of a common or contract carrier vehicle; and repair and replacement parts for these vehicles. The exemption number must be entered in Section B of the Form 13.
5. Purchases of manufacturing machinery and equipment made by a person engaged in the business of manufacturing, including repair and replacement parts or accessories, for use in manufacturing.
6. Occasional sales of used business or farm machinery or equipment productively used by the seller as a depreciable capital asset for more than one year in his or her business. The seller must have previously paid tax on the item being sold. The seller must complete, sign, and give the exemption certificate to the purchaser.



# Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax

PURCHASING AGENT APPOINTMENT					
Name and Address of Prime Contractor			Name and Address of Governmental Unit or Exempt Organization		
Name Rush Creek Construction, Inc.			Name Lancaster County Engineering Department		
Street or Other Mailing Address 210 S. Reed St., Ste. 107			Street or Other Mailing Address 444 Cherrycreek Rd., Bldg. "C"		
City Beatrice	State NE	Zip Code 68310	City Lincoln,	State NE	Zip Code 68528
Name and Location of Project			Appointment Information		
Name Culvert Pipe Maintenance			Effective Date (see Instructions)		
Street or Other Mailing Address			Expiration Date		
City Lancaster County, NE	State	Zip Code	Nebraska Exemption Number (Exempt Organizations Only) N/A (Gov't)		
Identify Project Bid No. 17-057 - Project No. 16-01					

The undersigned governmental unit or exempt organization appoints the above-named contractor and the contractor's delegated subcontractors as its agent to purchase and pay for building materials that will be annexed to real estate by them into the tax exempt construction project stated above.

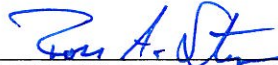
**sign here** ▶

Authorized Signature of Governmental Unit or Exempt Organization \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

DELEGATION OF PRIME CONTRACTOR'S AUTHORITY			
Name and Address of Subcontractor			Delegation Information
Name			Effective Date
Street or Other Mailing Address			Expiration Date
City	State	Zip Code	Portion of Project

The undersigned prime contractor hereby delegates authority to act as the purchasing agent of the named governmental unit or exempt organization to the above-named subcontractor.

**sign here** ▶

 \_\_\_\_\_ Title President Date 3-29-2017

Signature of Prime Contractor or Authorized Representative \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

## INSTRUCTIONS

**WHO MUST FILE.** Any governmental unit or organization that is **exempt** from sales and use tax may appoint as its agent a prime contractor to purchase building materials and/or fixtures that will be annexed to property that belongs to or will belong to the governmental unit or exempt organization pursuant to a construction contract with the governmental unit or exempt organization. The appointment of the prime contractor as its agent is completed by issuing a Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, to the prime contractor. The Form 17 is required to be given to the contractor **BEFORE** he or she annexes building materials. The governmental unit or exempt organization must identify the project (e.g., east wing, chapel construction, or new school auditorium). Most

nonprofit organizations are **NOT** exempt from sales tax in Nebraska. In addition, not all governmental units are exempt from Nebraska sales tax. Refer to Contractor Information on our Web site for additional information on exempt entities. A contractor can confirm the exempt status of a governmental unit or exempt organization by contacting the Nebraska Department of Revenue.

The exemption from the payment of the Nebraska and local option sales and use taxes only applies if the governmental unit or exempt organization directly, or through its contractor, pays for the building materials. **IMPORTANT NOTE:** When an organization that requires licensure in order to be exempt (i.e., nonprofit hospitals), but is not licensed at the time of the construction project, the exempt organization **CANNOT**

issue either a purchasing agent appointment or an exemption certificate. If the exempt organization becomes licensed upon completion of the project, it may apply for a refund of the tax paid or collected by the contractors.

**WHEN TO FILE.** A prime contractor engaging in a construction project with a governmental unit or exempt organization must receive a properly completed and signed Form 17 **BEFORE** any building materials are annexed. If Form 17 is not issued, the contractor must pay the sales and use taxes and the governmental unit or exempt organization may obtain a refund of the taxes paid by the contractor.

**WHERE TO FILE.** A copy of the completed form should be retained by the governmental unit or exempt organization issuing the Form 17. The original is to be retained by the prime contractor. Copies of this form must be made by the prime contractor for delegation purposes to any subcontractors working on the project identified on this form.

**APPOINTMENT INFORMATION.** Enter the dates the purchasing agent appointment will become effective and when it will expire. This appointment will not allow any purchases without payment of the tax by the prime contractor or subcontractor before the effective date or after the expiration date. The dates the delegation becomes effective and the expiration dates must be completed. The phrase "upon completion" or similar phrase is not acceptable as an expiration date. The governmental unit or exempt organization may need to issue another Form 17 if the project is not completed within the prior "effective" and "expiration" dates. Exempt organizations must enter their Nebraska Sales and Use Tax Exemption number.

**DELEGATION OF PRIME CONTRACTOR'S AUTHORITY.** The prime contractor may delegate his or her authority to act as the purchasing agent of the governmental unit or exempt organization to a subcontractor. The prime contractor must complete his or her copy of Form 17 for each subcontractor who is delegated authority to act as a purchasing agent. Reproductions of this delegation must be provided to the subcontractor, who must retain a copy for his or her records, and to the governmental unit or exempt organization.

Enter the dates the delegation of the subcontractor will become effective, when it will expire, and the portion of the project delegated. This delegation will not allow any purchases without payment of the tax by the subcontractor before the delegation date or after the expiration date. Any further delegation from a subcontractor to additional subcontractors must be delegated by providing a copy of the Form 17 that they received from the prime contractor and attaching it to a separate Form 17 with any further delegation to other subcontractors. The purchasing agent appointment is limited to the contractor's purchase of building materials and/or fixtures for the specific project and is only valid during the appointment dates shown on the Form 17.

**EXEMPT SALE CERTIFICATE.** A prime contractor who has been appointed to act as a purchasing agent by a governmental unit or exempt organization, and who hires a subcontractor operating as an Option 1 contractor, must provide to that subcontractor a completed copy of Form 17 and a Nebraska Resale or Exempt Sale Certificate, Form 13, with Section C,

Part 2, completed. The subcontractor will retain these forms in his or her records, and will not charge the contractor sales tax on any portion of the invoice involving the annexation of materials to the specific project identified on the Form 17. If these forms are not provided to the subcontractor operating under Option 1, the subcontractor must collect and remit sales tax on the charge for the separately stated building materials portion of the invoice. If the Option 1 subcontractor does not separately state the charge for the building materials from contractor labor, then the entire charge is taxable to the prime contractor.

Contractors operating under Option 2 (maintaining a tax-paid inventory) who have been issued a Form 17 from a governmental unit or an exempt organization, must furnish each vendor a copy of the Form 17 and a Form 13, completing Section C, Part 2, when purchasing building materials that will be annexed to real estate. Forms 13 and 17 must be retained with the vendor's and contractor's records for audit purposes. A contractor or subcontractor may reproduce copies of these documents which will be furnished to the vendors for each invoice or order made by them.

Invoices from vendors for the purchase of building materials by the contractor as purchasing agent, or the authorized subcontractor, must clearly identify that such purchase is for the specific Form 17 project.

**CREDIT/REFUND OF SALES AND USE TAX.** A contractor or subcontractor who has been appointed as a purchasing agent before any materials are annexed, may withdraw sales or use tax-paid materials from inventory that will be annexed to real estate or used to repair property annexed to real estate and receive a credit for the sales or use tax amount previously paid on those materials.

The contractor or subcontractor may take a credit either against his or her current tax liability, or file a Claim for Overpayment of Sales and Use Tax, Form 7, and receive a refund of the sales or use tax paid on those materials.

**TOOLS, EQUIPMENT, AND SUPPLIES.** The purchase, rental, or lease of tools, supplies, or equipment (i.e., scaffolding, barricades, machinery, etc.) by a contractor for use in the completion of an exempt project CANNOT be purchased tax free, even if the contractor has been issued a Form 17. These items do not become annexed to the real estate.

**OPTION 1 CONTRACTOR ONLY.** If an Option 1 contractor is the **only** contractor involved in performing work for a governmental unit or exempt organization, a Form 17 is NOT required. The Option 1 contractor must only obtain a Form 13, Section B, from the exempt project owner.

**PENALTY.** Any person who signs this document with the intent to evade payment of tax is liable for the sales and use tax, interest, and penalty, and may be found guilty of a misdemeanor.

**AUTHORIZED SIGNATURE.** The purchasing agent appointment must be signed by an officer of the exempt organization or proper government official. The delegation of prime contractor's authority must be signed by the owner, partner, corporate officer, or other individual authorized to sign by a power of attorney on file with the Nebraska Department of Revenue.

Tax Assessment Form  
Certified Statement Pursuant to Neb. Rev. Stat. § 77-1323

§ 77-1323 Every person, partnership, limited liability company, association, or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall furnish a certified statement to be attached to the contract that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

Pursuant to Neb. Rev. Stat. § 77-1323, I, Ross A. Stepan, do hereby certify that all equipment to be used on County Project No. 16-01; Pipe Culvert Maintenance, except that equipment acquired since the assessment date, has been assessed for taxation for the current year, in Beatrice, NE County, Gage.

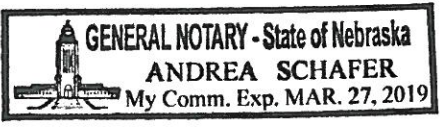
DATED this 29<sup>th</sup> day of March, 2017.

By: Ross A. Stepan  
Title: President

STATE OF Nebraska )  
COUNTY OF Gage )ss.  
)

On March 29, 2017, before me, the undersigned Notary Public duly commissioned for and qualified in said County, personally came Ross A. Stepan, to me known to be the identical person, whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.



Andrea Schaffer  
Notary Public  
3-27-19  
My Commission Expires

(SEAL)

The Purchasing Agent shall immediately include the following provisions in contracts for construction or delivery services:

(1) Contractor agrees that each individual performing services for the contractor shall be properly classified as an employee and not as an independent contractor if the individual does not meet the requirements of an independent contractor under the State of Nebraska's Employee Classification Act and that contractor shall comply with all legal obligations with respect to the employee (including, but not limited to, minimum and overtime pay, workers' compensation, unemployment compensation, and payment of federal and state payroll taxes).

(2) Contractor understands and agrees that failure to classify each individual hired to perform services under the contract as an employee rather than as an independent contractor if the individual does not meet the requirements of an independent contractor under the State of Nebraska's Employee Classification Act and/or failure to comply with legal obligations with respect to the employee (including, but not limited to, minimum and overtime pay, workers' compensation, unemployment compensation, and payment of federal and state payroll taxes) shall be considered a breach of the contract and is a ground for rescission of the Contract by the County.

(3) Contractor additionally agrees to include the following provision in each subcontract entered into with a subcontractor as part of the contractor's contract with the County.

(a) Subcontractor agrees that each individual performing services for the subcontractor shall be properly classified as an employee and not as an independent contractor if the individual does not meet the requirements of an independent contractor under the State of Nebraska's Employee Classification Act and that subcontractor shall comply with all legal obligations with respect to the employee (including, but not limited to, minimum and overtime pay, workers' compensation, unemployment compensation, and payment of federal and state payroll taxes).

(b) Subcontractor understands and agrees that subcontractor's failure to properly classify individuals hired to perform services under the subcontract as employees and not as independent contractors if the individual does not meet the requirements of an independent contract under the State of Nebraska's Employee Classification Act and/or failure to comply with legal obligation with respect to the employee (including, but not limited to, minimum and overtime pay, workers' compensation, unemployment compensation, and payment of federal and state payroll taxes) shall be considered a breach of the contract and is a ground for rescission of the subcontract with the contractor.

(4) Contractor agrees that if subcontractor fails to or is suspected of failing to properly classify each individual hired pursuant to the subcontract as an employee and not as an independent contractor if the individual does not meet the requirements of an independent contractor under the State of Nebraska's Employee Classification Act and/or fails to comply with legal obligations with respect to the subcontractor's employees, the contractor shall take appropriate corrective action including, but not limited to, reporting the suspected violation of the State of Nebraska Employee Classification Act to the Nebraska Department of Labor or rescission of the subcontract by the contractor. Written notification of the corrective action shall be submitted to the Lincoln-Lancaster County Purchasing Department. Contractor understands and agrees that contractor's failure to take appropriate corrective action shall be considered a breach of the contractor's contract with the County and is a ground for rescission of the contract by the County.

(5) The County shall notify the Nebraska Department of Labor of any contractor or subcontractor it has determined is in breach of contract due to the terms of this order.

(6) Any contractor or subcontractor who shall have been determined by the Nebraska Department of Labor to have knowingly provided a false affidavit to the County under the State of Nebraska's Employee Classification Act shall be referred to the Purchasing Agent of the County who shall determine whether to declare such contractor or subcontractor an irresponsible bidder who shall be disqualified from receiving any business from the County for a stated period of time.

(7) This policy does not prohibit a contractor or subcontractor from hiring individuals to perform construction labor services as independent contractors, provided that the contractor's or subcontractor's use of such individuals as an independent contractor complies with the criteria found in subdivision 5 of *Neb. Rev. Stat. § 48-604* and is otherwise valid under federal and state law and is not intended to circumvent lawful obligations under federal and state law or county contractual requirements.

EMPLOYEE CLASSIFICATION ACT AFFIDAVIT

For the purpose of complying with THE NEBRASKA EMPLOYEE CLASSIFICATION ACT, Nebraska Revised Statutes 48-2901 to 48-2912,

I, Ross A Stepan, herein below known as the Contractor, state under oath and swear as follows:

1. Each individual performing services for the Contractor is properly classified under the Employee Classification Act.
2. The Contractor has completed a federal I-9 immigration form and has such form on file for each employee performing services.
3. The Contractor has complied with *Neb. Rev. Stat. 4-114*.
4. The Contractor has no reasonable basis to believe that any individual performing services for the Contractor is an undocumented worker.
5. The Contractor is not barred from contracting with state or any political subdivision pursuant to *Neb. Rev. Stat. 48-2912* of this Act.
6. As the Contractor, I understand that pursuant to the Employee Classification Act a violation of the Act by a contractor is grounds for rescission of the contract by Lancaster County. I understand that pursuant to the Act any contractor who knowingly provides a false affidavit may be subject to criminal penalties and upon a second or subsequent violation shall be barred from contracting with Lancaster County for a period of three years after the date of discovery of the falsehood.

I hereby affirm and swear that the statements and information provided on this affidavit are true, complete and accurate. The undersigned person does hereby agree and represent that he or she is legally capable to sign this affidavit and to lawfully bind the Contractor to this affidavit.

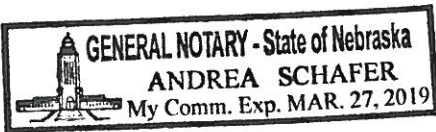
PRINT NAME: Ross A. Stepan  
 (First, Middle, Last)

SIGNATURE: Ross A. Stepan

TITLE President

State of Nebraska )  
 )ss.  
 County of Gage )

This affidavit was signed and sworn to before me, the undersigned Notary Public, on this 29 day of March, 2017.



[Signature]  
 Notary Public



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

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#### B. Limits of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

##### 1. Employee Benefit Liability Coverage

Each Employee Limit: \$ 1,000,000  
Aggregate Limit: \$ 3,000,000  
Deductible: \$ 1,000

##### 3. Damage to Premises Rented to You

The lesser of:

- The Each Occurrence Limit shown in the Declarations; or
- \$500,000 unless otherwise stated \$ \_\_\_\_\_

##### 4. Supplementary Payments

- Bail bonds: \$ 1,000
- Loss of earnings: \$ 350

##### 5. Medical Payments

Medical Expense Limit: \$ 10,000

**6. Voluntary Property Damage (Coverage a.) and Care, Custody or Control Liability Coverage (Coverage b.)**

Limits of Insurance (Each Occurrence)

Coverage **a.** \$1,000

Coverage **b.** \$5,000 unless otherwise stated \$ \_\_\_\_\_

Deductibles (Each Occurrence)

Coverage **a.** \$250

Coverage **b.** \$250 unless otherwise stated \$ \_\_\_\_\_

COVERAGE	PREMIUM BASIS (a) Area (b) Payroll (c) Gross Sales (d) Units (e) Other	RATE  (For Limits in Excess of \$5,000)	ADVANCE PREMIUM  (For Limits in Excess of \$5,000)
b. Care, Custody or Control			\$
<b>TOTAL ANNUAL PREMIUM</b>			<b>\$</b>

**11. Property Damage to Borrowed Equipment**

Each Occurrence Limit: \$ 10,000

Deductible: \$ 250

**C. Coverages:**

**1. Employee Benefit Liability Coverage**

a. The following is added to **SECTION I - COVERAGES: Employee Benefit Liability Coverage.**

**(1) Insuring Agreement**

(a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

1) The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE**; and

2) Our right and duty to defend ends when we

have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

(b) This insurance applies to damages only if the act, error or omission, is negligently committed in the "administration" of your "employee benefit program"; and

1) Occurs during the policy period; or

2) Occurred prior to the effective date of this endorsement provided:

a) You did not have knowledge of a claim or "suit" on or before the effective date of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any "authorized representative";



i) Reports all, or any part, of the act, error or omission to us or any other insurer;

ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and

b) There is no other applicable insurance.

**(2) Exclusions**

This insurance does not apply to:

**(a) Bodily Injury, Property Damage or Personal and Advertising Injury**

"Bodily injury", "property damage" or "personal and advertising injury".

**(b) Dishonest, Fraudulent, Criminal or Malicious Act**

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

**(c) Failure to Perform a Contract**

Damages arising out of failure of performance of contract by any insurer.

**(d) Insufficiency of Funds**

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

**(e) Inadequacy of Performance of Investment / Advice Given With Respect to Participation**

Any claim based upon:

- 1) Failure of any investment to perform;
- 2) Errors in providing information on past per-

formance of investment vehicles; or

- 3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

**(f) Workers' Compensation and Similar Laws**

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

**(g) ERISA**

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

**(h) Available Benefits**

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

**(i) Taxes, Fines or Penalties**

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

**(j) Employment-Related Practices**

Any liability arising out of any:

- (1) Refusal to employ;
- (2) Termination of employment;
- (3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employ-

ment-related practices, acts or omissions; or

- (4) Consequential liability as a result of (1), (2) or (3) above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) **Supplementary Payments**

**SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** also apply to this Coverage.

b. **Who is an Insured**

As respects Employee Benefit Liability Coverage, **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced by the following:

- (1) If you are designated in the Declarations as:
- (a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
  - (b) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds but only with respect to the conduct of your business.
  - (c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
  - (d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

- (e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

- (2) Each of the following is also an insured:

- (a) Each of your "employees" who is or was authorized to administer your "employee benefit program".
- (b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.
- (c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

- (3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:

- (a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
- (b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. **Limits of Insurance**

As respects Employee Benefit Liability Coverage, **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced by the following:

- (1) The Limits of Insurance shown in Section **B. Limits of Insurance, 1. Employee Benefit Liability Coverage** and the rules below fix the most we will pay regardless of the number of:
- (a) Insureds;

- (b) Claims made or "suits" brought;
- (c) Persons or organizations making claims or bringing "suits";
- (d) Acts, errors or omissions; or
- (e) Benefits included in your "employee benefit program".

(2) The Aggregate Limit shown in Section **B. Limits of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".

(3) Subject to the limit described in (2) above, the Each Employee Limit shown in Section **B. Limits of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

- (a) An act, error or omission; or
- (b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions,

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".

**(4) Deductible Amount**

- (a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in the Declarations as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.

(b) The deductible amount stated in the Declarations applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

(c) The terms of this insurance, including those with respect to:

- 1) Our right and duty to defend the insured against any "suits" seeking those damages; and
- 2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim,

apply irrespective of the application of the deductible amount.

(d) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

**d. Additional Conditions**

As respects **Employee Benefit Liability Coverage, SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- (1) Item **2. Duties in the Event of Occurrence, Offense, Claim or Suit** is deleted in its entirety and replaced by the following:

**2. Duties in the Event of an Act, Error or Omission, or Claim or Suit**

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:
  - (1) What the act, error or omission was and when it occurred; and
  - (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

- (2) Item 5. **Other Insurance** is deleted in its entirety and replaced by the following:

#### **5. Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

##### **a. Primary Insurance**

This insurance is primary except when c. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in b. below.

#### **b. Method of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

#### **c. No Coverage**

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Coverage Part.

#### **e. Additional Definitions**

As respects **Employee Benefit Liability Coverage, SECTION V - DEFINITIONS** is amended as follows:

- (1) The following definitions are added:

##### **1. "Administration" means:**

- a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
- b. Interpreting the "employee benefit programs";
- c. Handling records in connection with the "employee benefit programs"; or
- d. Effecting, continuing or terminating any "employee's" participation

in any benefit included in the "employee benefit program".

However, "administration" does not include:

- a. Handling payroll deductions; or
  - b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.
2. "Cafeteria plans" means plan authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.
3. "Employee benefit programs" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
- a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
  - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
  - c. Unemployment insurance, social security

benefits, workers' compensation and disability benefits; and

- d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

(2) The following definitions are deleted in their entirety and replaced by the following:

21. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;
  - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or
  - c. An appeal of a civil proceeding.
8. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

## 2. Unintentional Failure to Disclose Hazards

**SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 7. Representations** is hereby amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

### 3. Damage to Premises Rented to You

- a. The last Subparagraph of Paragraph 2. **SECTION I - COVERAGES, COVERAGE A. - BODILY INJURY AND PROPERTY DAMAGE, 2. LIABILITY Exclusions** is hereby deleted and replaced by the following:

Exclusions **c.** through **q.** do not apply to damage by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner.

- b. The insurance provided under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

- (1) As respects Water Damage Legal Liability, as provided in Paragraph 3.b. above:

The exclusions under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**, other than **i. War** and the **Nuclear Energy Liability Exclusion**, are deleted and the following are added:

This insurance does not apply to:

- (a) "Property damage":

- 1) Assumed in any contract; or
- 2) Loss caused by or resulting from any of the following:
  - a) Wear and tear;
  - b) Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
  - c) Smog;
  - d) Mechanical breakdown including rupture or bursting caused by centrifugal force;
  - e) Settling, cracking, shrinking or expansion; or

- f) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals.

- (b) Loss caused directly or indirectly by any of the following:

- 1) Earthquake, volcanic eruption, landslide or any other earth movement;
- 2) Water that backs up or overflows from a sewer, drain or sump;
- 3) Water under the ground surface pressing on, or flowing or seeping through:
  - a) Foundations, walls, floors or paved surfaces;
  - b) Basements, whether paved or not; or
  - c) Doors, windows or other openings.

- (c) Loss caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, or fire protection systems caused by or resulting from freezing, unless:

- 1) You did your best to maintain heat in the building or structure; or
- 2) You drained the equipment and shut off the water supply if the heat was not maintained.

- (d) Loss to or damage to:

- 1) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or
- 2) The interior of any building or structure, or to personal property in the building or structure caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

**c. Limit of Insurance**

The Damage to Premises Rented to You Limit as shown in the Declarations is amended as follows:

(2) Paragraph 6. of **SECTION III - LIMITS OF INSURANCE** is hereby deleted and replaced by the following:

6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, for damages because of "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of any one "occurrence" to which this insurance applies.

(3) The amount we will pay is limited as described in Section **B. Limits of Insurance, 3. Damage to Premises Rented to You** of this endorsement.

**4. Supplementary Payments**

Under **SECTION I - COVERAGE, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**:

a. Paragraph 2. is replaced by the following:

Up to the limit shown in Section **B. Limits of Insurance, 4.a.** Bail Bonds of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

b. Paragraph 4. is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in Section **B. Limits of Insurance, 4.b.** Loss of Earnings of this endorsement per day because of time off from work.

**5. Medical Payments**

The Medical Expense Limit of Any One Person as stated in the Declarations is amended to the limit shown in Section **B.**

**Limits of Insurance, 5. Medical Payments** of this endorsement.

**6. Voluntary Property Damage and Care, Custody or Control Liability Coverage**

a. **Voluntary Property Damage Coverage**

We will pay for "property damage" to property of others arising out of operations incidental to the insured's business when:

- (1) Damage is caused by the insured; or
- (2) Damage occurs while in the insured's possession.

With your consent, we will make these payments regardless of fault.

b. **Care, Custody or Control Liability Coverage**

**SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, j. Damage to Property**, Subparagraphs (3), (4) and (5) do not apply to "property damage" to the property of others described therein.

With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

a. The Limits of Insurance shown in the Declarations are replaced by the limits designated in Section **B. Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section **B. Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (1) Insureds;
- (2) Claims made or "suits" brought; or
- (3) Persons or organizations making claims or bringing "suits".

b. **Deductible Clause**

(1) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in ex-

cess of the deductible amount stated in Section **B. Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage** of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.

- (2) Condition **2. Duties in the Event of Occurrence, Offense, Claim or Suit**, applies to each claim or "suit" irrespective of the amount.
- (3) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

#### 7. **180 Day Coverage for Newly Formed or Acquired Organizations**

**SECTION II - WHO IS AN INSURED** is amended as follows:

Subparagraph **a.** of Paragraph **4.** is hereby deleted and replaced by the following:

- a. Insurance under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

#### 8. **Waiver of Subrogation**

**SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 9. Transfer of Rights of Recovery Against Others to Us** is hereby amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract requiring such waiver with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

#### 9. **Automatic Additional Insured - Specified Relationships**

- a. The following is hereby added to **SECTION II - WHO IS AN INSURED**:

- (1) Any person or organization described in Paragraph **9.a.(2)** below (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of:

- (a) A written contract or agreement; or
- (b) An oral agreement or contract where a certificate of insurance showing that person or organization as an additional insured has been issued,

is an insured, provided:

- (a) The written or oral contract or agreement is:
  - 1) Currently in effect or becomes effective during the policy period; and
  - 2) Executed prior to an "occurrence" or offense to which this insurance would apply; and
- (b) They are not specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part.

- (2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

- (a) The manager or lessor of a premises leased to you with whom you have agreed per Paragraph **9.a.(1)** above to provide insurance, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- 1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- 2) Structural alterations, new construction or demolition operations performed by or on be-



half of such additional insured.

- (b) Any person or organization from which you lease equipment with whom you have agreed per Paragraph 9.a.(1) above to provide insurance. Such person(s) or organization(s) are insureds solely with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organizations(s). However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
- (c) Any person or organization (referred to below as vendor) with whom you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
  - 1) The insurance afforded the vendor does not apply to:
    - a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
    - b) Any express warranty unauthorized by you;
    - c) Any physical or chemical change in the product made intentionally by the vendor;
    - d) Repackaging, unless unpacked

solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
  - f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
  - g) Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- 2) This insurance does not apply to any insured person or organization:
    - a) From whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products; or
    - b) When liability included within the "products-completed operations hazard" has

been excluded under this Coverage Part with respect to such products.

- (d) Any state or political subdivision with which you have agreed per Paragraph 9.a.(1) above to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent or control and to which this insurance applies:

- 1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
  - 2) The construction, erection, or removal of elevators; or
  - 3) The ownership, maintenance, or use of any elevators covered by this insurance.
- (e) Any state or political subdivision with which you have agreed per Paragraph 9.a.(1) above to provide insurance, subject to the following provisions:
- 1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
  - 2) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or political subdivision.

- (f) Any person or organization with which you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to liability arising out of "your work" performed for that additional insured by you or on your behalf. A person or organization's status as an insured under this provision of this endorsement continues for only the period of time required by the written contract or agreement, but in no event beyond the expiration date of this Coverage Part. If there is no written contract or agreement, or if no period of time is required by the written contract or agreement, a person or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

- (3) Any insurance provided to an additional insured designated under Paragraph 9.a.(2):

- (a) Subparagraphs (e) and (f) does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard";

- (b) Subparagraphs (a), (b), (d), (e) and (f) does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or their agents, "employees" or any other representative of the additional insured; or

- (c) Subparagraph (f) does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

- 1) Defects in design furnished by or on behalf of the additional insured; or
- 2) The rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- a) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
  - b) Supervisory, inspection, architectural or engineering activities.
- 3) "Your work" for which a consolidated (wrap-up) insurance program has been provided by the primecontractor-project manager or owner of the construction project in which you are involved.
- b. Only with regard to insurance provided to an additional insured designated under Paragraph 9.a.(2) Subparagraph (f) above, **SECTION III - LIMITS OF INSURANCE** is amended to include:

The limits applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this Coverage Part, whichever are less. If no limits are specified in the written contract or agreement, or if there is no written contract or agreement, the limits applicable to the additional insured are those specified in the Declarations of this Coverage Part. The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

- c. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is hereby amended as follows:

- (1) Condition 5. **Other Insurance** is amended to include:

(a) Where required by a written contract or agreement, this insurance is primary and / or noncontributory as respects any other insurance policy issued to the additional insured, and such other insurance policy shall be excess and / or noncontributing, whichever applies, with this insurance.

(b) Any insurance provided by this endorsement shall be

primary to other insurance available to the additional insured except:

1) As otherwise provided in **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance, b. Excess Insurance**; or

2) For any other valid and collectible insurance available to the additional insured as an additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such case, the coverage provided under this endorsement shall also be excess.

- (2) Condition 11. **Conformance to Specific Written Contract or Agreement** is hereby added:

**11. Conformance to Specific Written Contract or Agreement**

With respect to additional insureds described in Paragraph 9.a.(2)(f) above only:

If a written contract or agreement between you and the additional insured specifies that coverage for the additional insured:

a. Be provided by the Insurance Services Office additional insured form number **CG 20 10** or **CG 20 37** (where edition specified); or

b. Include coverage for completed operations; or

c. Include coverage for "your work";

and where the limits or coverage provided to the additional insured is more restrictive than was specifically required in that written contract or agreement, the terms of Paragraphs 9.a.(3)(a), 9.a.(3)(b) or 9.b. above, or any combination thereof, shall be interpreted as providing the limits or coverage required by the terms of the written contract

or agreement, but only to the extent that such limits or coverage is included within the terms of the Coverage Part to which this endorsement is attached. If, however, the written contract or agreement specifies the Insurance Services Office additional insured form number **CG 20 10** but does not specify which edition, or specifies an edition that does not exist, Paragraphs **9.a.(3)(a)** and **9.a.(3)(b)** of this endorsement shall not apply and Paragraph **9.b.** of this endorsement shall apply.

**10. Broadened Contractual Liability - Work Within 50' of Railroad Property**

It is hereby agreed that Paragraph **f.(1)** of Definition **12. "Insured contract" (SECTION V - DEFINITIONS)** is deleted.

**11. Property Damage to Borrowed Equipment**

- a. The following is hereby added to Exclusion **j. Damage to Property** of Paragraph **2., Exclusions of SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

- b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

**(1)** The Limits of insurance shown in the Declarations are replaced by the limits designated in Section **B. Limits of Insurance, 11.** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section **B. Limits of Insurance, 11.** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (a)** Insureds;  
**(b)** Claims made or "suits" brought; or

- (c)** Persons or organizations making claims or bring "suits".

**(2) Deductible Clause**

- (a)** Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible amount stated in Section **B. Limits of Insurance, 11.** of this endorsement. The limits of insurance will not be reduced by the application of such Deductible amount.

- (b)** Condition **2. Duties in the Event of Occurrence, Offense, Claim or Suit,** applies to each claim or "suit" irrespective of the amount.

- (c)** We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

**12. Employees as Insureds - Specified Health Care Services**

It is hereby agreed that Paragraph **2.a.(1)(d)** of **SECTION II - WHO IS AN INSURED,** does not apply to your "employees" who provide professional health care services on your behalf as duly licensed:

- a.** Nurses;  
**b.** Emergency Medical Technicians; or  
**c.** Paramedics,

in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place.

**13. Broadened Notice of Occurrence**

Paragraph **a.** of Condition **2. Duties in the Event of Occurrence, Offense, Claim or Suit (SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS)** is hereby deleted and replaced by the following:

- a.** You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1)** How, when and where the "occurrence" or offense took place;

- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This requirement applies only when the "occurrence" or offense is known to an "authorized representative".



# The Cincinnati Insurance Company

A Stock Insurance Company

Headquarters: 6200 S. Gilmore Road, Fairfield, OH 45014-5141

Mailing address: P.O. Box 145496, Cincinnati, OH 45250-5496

www.cinfin.com ■ 513-870-2000

## COMMON POLICY DECLARATIONS

Billing Method: **DIRECT BILL**

POLICY NUMBER **EPP 006 76 00 / EBA 006 76 00**

**NAMED INSURED** RUSH CREEK CONSTRUCTION  
210 S REED ST STE 107

**ADDRESS** BEATRICE, NE 68310-3510  
(Number & Street,  
Town, County,  
State & Zip Code)

**Previous Policy Number:**

**EPP0067600**

**Policy Period:** At 12:01 A.M., STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

**All coverages except Automobile and / or Garage**

Policy number: **EPP 006 76 00** FROM: **04-25-2014** TO: **04-25-2017**

**Automobile and / or Garage**

Policy number: **EBA 006 76 00** FROM: **04-25-2014** TO: **04-25-2015**

Agency **JONES INSURANCE AGENCY, INC. 26-004**

City **BEATRICE, NE**

**Legal Entity / Business Description**

**ORGANIZATION (ANY OTHER)**

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

FORMS APPLICABLE TO ALL COVERAGE PARTS:

IL0017	11/98	COMMON POLICY CONDITIONS
IA102A	09/08	SUMMARY OF PREMIUMS CHARGED
IA904	04/04	SCHEDULE OF LOCATIONS
IA4236	01/08	POLICYHOLDER NOTICE TERRORISM INSURANCE COVERAGE
IP446	08/01	NOTICE TO POLICYHOLDERS
IA4006	07/10	SPECIAL PER OCCURRENCE DEDUCTIBLE ENDORSEMENT
IA4113NE	04/09	NEBRASKA CHANGES - CANCELLATION AND NONRENEWAL
IA4238	01/08	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
IA4282	12/09	NEBRASKA CHANGES - ACTUAL CASH VALUE
IA4338	05/11	SIGNATURE ENDORSEMENT
IL0022	05/87	EFFECTIVE TIME CHANGES - REPLACEMENT OF 12 NOON
IL0159	07/94	NEBRASKA CHANGES--FRAUD OR MISREPRESENTATION
IL0164	07/02	NEBRASKA CHANGES - APPRAISAL
FM502	07/08	COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS
GA532	07/08	COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS
GA535	07/08	CONTRACTOR'S LIMITED POLLUTION LIABILITY COVERAGE FORM DECLARATIONS
MA559	05/10	CONTRACTORS' EQUIPMENT (AND TOOLS) COVERAGE PART DECLARATIONS
AA505	03/06	BUSINESS AUTO COVERAGE PART DECLARATIONS
USC513	05/10	COMMERCIAL UMBRELLA LIABILITY COVERAGE PART DECLARATIONS

# THE CINCINNATI INSURANCE COMPANY

A Stock Insurance Company

## COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Attached to and forming part of POLICY NUMBER: EPP 006 76 00

Named Insured is the same as it appears in the Common Policy Declarations

### LIMITS OF INSURANCE

EACH OCCURRENCE LIMIT	\$ 1,000,000	
GENERAL AGGREGATE LIMIT	\$ 2,000,000	
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	\$ 2,000,000	
PERSONAL & ADVERTISING INJURY LIMIT	\$ 1,000,000	ANY ONE PERSON OR ORGANIZATION
DAMAGE TO PREMISES RENTED TO YOU LIMIT		ANY ONE
\$100,000 limit unless otherwise indicated herein:	\$ SEE GA233	PREMISES
MEDICAL EXPENSE LIMIT		
\$5,000 limit unless otherwise indicated herein:	\$ SEE GA233	ANY ONE PERSON

CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
			Products / Completed Operations	All Other	Products / Completed Operations	All Other
LOC. 1 - NE						
CONT.-REPAIR FOR BLDG.	91585	E200,000	2.674	1.164	535	233
		TOTAL COST				
EXCAVATION	94007	BIF ANY	21.446	46.710	STA	STA
GRADING OF LAND	95410	B110,000	9.900	19.876	1,089	2,186
SEWER MAINS OR CONNECTIONS	98820	B110,000	10.666	29.361	1,173	3,230
LOC. 2 - KS						
EXCAVATION	94007	BIF ANY	22.674	36.606	STA	STA
GRADING OF LAND	95410	B10,169	15.664	16.287	159	166
SEWER MAINS OR CONNECTIONS	98820	BIF ANY	17.292	25.306	STA	STA
AUTOMATIC ADD. INSURED - CONTRACTORS OPERATIONS	29970			3.5%		307
CONTRACTORS BROADENED COVERAGE	29975			3.5%		307
ADDITIONAL INSUREDS - OWNER, LESSEE, CONTRACTOR	29963					35

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The General Liability Coverage Part is subject to an annual minimum premium.

TOTAL ANNUAL PREMIUM \$ 9,420

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**FORMS AND / OR ENDORSEMENTS APPLICABLE TO COMMERCIAL GENERAL LIABILITY COVERAGE PART:**

GA101	12/04	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG0300	01/96	DEDUCTIBLE LIABILITY INSURANCE
CG2010	07/04	ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION
GA233	02/07	CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT
GA340	10/01	EXCLUSION - CONTRACTORS - PROFESSIONAL LIABILITY
GA354	10/01	TOTAL POLLUTANT EXCLUSION ENDORSEMENT
GA369	11/02	EXCLUSION - EXTERIOR INSULATION AND FINISH SYSTEMS ("EIFS") AND DIRECT-APPLIED EXTERIOR FINISH SYSTEMS ("DEFS") - BROAD FORM
GA382	03/02	FUNGI OR BACTERIA EXCLUSION
GA4339KS	07/10	KANSAS CHANGES - TRANSFER OF RIGHTS

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# THE CINCINNATI INDEMNITY COMPANY



WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED INFORMATION PAGE EFFECTIVE 04/07/17 DUE TO  
ADDING WAIVER OF SUBROGATION

POLICY NUMBER	POLICY PERIOD		RENEWAL	CARRIER	RISK ID NO.	AGENCY	P
WC 1851509-08	FROM 04/25/16	TO 04/25/17	WC 1851509-07	27197	913393899	26-004	00
NAMED INSURED AND ADDRESS				AGENT			
ITEM RUSH CREEK CONSTRUCTION INC 1. 2600 RIDGEVIEW DR BEATRICE NE 68310  FEIN 204482194				JONES INSURANCE AGENCY INC P O BOX 725 BEATRICE NE 68310			

ENTITY - CORPORATION

DIRECT BILL

2. THE POLICY PERIOD IS FROM 04/25/16 TO 04/25/17 12:01 AM STANDARD TIME AT THE INSURED'S MAILING ADDRESS.
- 3A. WORKERS COMPENSATION INSURANCE: PART ONE OF THE POLICY APPLIES TO THE WORKERS COMPENSATION LAW OF THE STATES LISTED HERE:  
KANSAS, NEBRASKA
- B. EMPLOYERS LIABILITY INSURANCE: PART TWO OF THE POLICY APPLIES TO WORK IN EACH STATE LISTED IN ITEM 3A. THE LIMITS OF OUR LIABILITY UNDER PART TWO ARE:
- |                           |                           |
|---------------------------|---------------------------|
| BODILY INJURY BY ACCIDENT | \$1,000,000 EACH ACCIDENT |
| BODILY INJURY BY DISEASE  | \$1,000,000 EACH EMPLOYEE |
| BODILY INJURY BY DISEASE  | \$1,000,000 POLICY LIMIT  |
- C. OTHER STATES INSURANCE: PART THREE OF THE POLICY APPLIES TO ALL STATES EXCEPT NORTH DAKOTA, OHIO, WASHINGTON, WYOMING AND STATES DESIGNATED IN ITEM 3A OF THE INFORMATION PAGE AND ALASKA.
- D. THIS POLICY INCLUDES THESE ENDORSEMENTS AND SCHEDULES:  
SEE EXTENSION OF INFORMATION PAGE
4. THE PREMIUM FOR THIS POLICY WILL BE DETERMINED BY OUR MANUALS OF RULES, CLASSIFICATIONS, RATES, AND RATING PLANS. ALL INFORMATION REQUIRED BELOW IS SUBJECT TO VERIFICATION AND CHANGE BY AUDIT.

SEE EXTENSION OF INFORMATION PAGE

MINIMUM PREMIUM	\$1,000	TOTAL ESTIMATED ANNUAL PREMIUM	\$14,753
		DEPOSIT PREMIUM	\$14,753

THE FOREGOING AMENDMENT RESULTS IN AN ADDITIONAL PREMIUM OF \$63

COUNTERSIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

WC 000001A (08/09) ISSUE DATE 04/07/17

INSURED COPY





# THE CINCINNATI INDEMNITY COMPANY



WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED INFORMATION PAGE EFFECTIVE 04/07/17 DUE TO  
ADDING WAIVER OF SUBROGATION

POLICY NUMBER	POLICY PERIOD		RENEWAL	CARRIER	RISK ID NO.	AGENCY	P
WC 1851509-08	FROM	TO	WC 1851509-07	27197	913393899	26-004	00
NAMED INSURED AND ADDRESS				AGENT			
ITEM RUSH CREEK CONSTRUCTION INC 1. 2600 RIDGEVIEW DR BEATRICE NE 68310  FEIN 204482194				JONES INSURANCE AGENCY INC P O BOX 725 BEATRICE NE 68310			

POLICY PAGE 4 SCHEDULE PAGE 1

ITEM 4.	CLASSIFICATIONS	PREMIUM BASIS	RATE PER	ESTIMATED
ST LOC CODE		TOTAL ESTIMATED ANNUAL REMUNERATION	\$100 OF REMUNERATION	ANNUAL PREMIUM
KS 002	6217 EXCAVATION AND DRIVERS	IF ANY	5.23	\$0
	6306 SEWER CONST.-ALL OPERATIONS & DRIVERS	IF ANY	7.02	\$0
	6319 GAS MAIN OR CONNECTION CONSTRUCTION & DRIVERS	IF ANY	4.39	\$0
	TOTAL BY LOCATION			\$0
	SUB-TOTAL			0
KS	9812 PREM FOR INCREASED PART TWO LIMITS, EFF 04/25/16		.0110	0
	9898 EXPERIENCE MOD, EFF 04/25/16, USING FACTOR		.8900	0
	9889 KS SCHEDULE MODIFICATION		1.250	0
	TOTAL FOR KANSAS			\$0
KS	0900 EXPENSE CONSTANT			200
	9740 TERRORISM		.020	0
	9741 CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM)		.020	0

THE CINCINNATI INDEMNITY COMPANY



WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED INFORMATION PAGE EFFECTIVE 04/07/17 DUE TO ADDING WAIVER OF SUBROGATION

POLICY NUMBER	POLICY PERIOD		RENEWAL	CARRIER	RISK ID NO.	AGENCY	P
WC 1851509-08	FROM 04/25/16	TO 04/25/17	WC 1851509-07	27197	913393899	26-004	00
NAMED INSURED AND ADDRESS				AGENT			
ITEM RUSH CREEK CONSTRUCTION INC 1. 2600 RIDGEVIEW DR BEATRICE NE 68310  FEIN 204482194				JONES INSURANCE AGENCY INC P O BOX 725 BEATRICE NE 68310			

POLICY PAGE 5

SCHEDULE PAGE 2

ITEM 4.	CLASSIFICATIONS	PREMIUM BASIS	RATE PER	ESTIMATED
ST LOC CODE NO		TOTAL ESTIMATED ANNUAL REMUNERATION	\$100 OF REMUNERATION	ANNUAL PREMIUM
NE 001 6217	EXCAVATION AND DRIVERS	150,000	8.97	\$13,455
6306	SEWER CONST.-ALL OPERATIONS & DRIVERS	IF ANY	9.41	0
6319	GAS MAIN OR CONNECTION CONSTRUCTION & DRIVERS	IF ANY	5.62	0
8810	CLERICAL OFFICE EMPLOYEES NOC	IF ANY	.24	0
	SUB-TOTAL			13,455
9812	PREM FOR INCREASED PART TWO LIMITS, EFF 04/25/16		.0110	148
9848	REQ. TO BALANCE TO PART TWO MIN PREM			0
9898	EXPERIENCE MOD, EFF 04/25/16, USING FACTOR		.8900	1,496-
0063	LESS PREMIUM DISCOUNT		.0640	775-
	TOTAL FOR NEBRASKA			11,332
NE 9724	WAIVER OF SUBROGATION			250
9740	TERRORISM		.020	30
9741	CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM		.020	30
NE 9659	NEBRASKA FLEXIBLE RATING ADJUSTMENT		1.2500	2,911
	TOTAL ESTIMATED ANNUAL PREMIUM			\$14,753

# THE CINCINNATI INDEMNITY COMPANY



WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AMENDED INFORMATION PAGE EFFECTIVE 04/07/17 DUE TO  
ADDING WAIVER OF SUBROGATION

POLICY NUMBER	POLICY PERIOD		RENEWAL	CARRIER	RISK ID NO.	AGENCY	P
	FROM	TO					
WC 1851509-08	04/25/16	04/25/17	WC 1851509-07	27197	913393899	26-004	00
NAMED INSURED AND ADDRESS				AGENT			
ITEM RUSH CREEK CONSTRUCTION INC 1. 2600 RIDGEVIEW DR BEATRICE NE 68310  FEIN 204482194				JONES INSURANCE AGENCY INC P O BOX 725 BEATRICE NE 68310			

POLICY  
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\*\* E N D O R S E M E N T S C H E D U L E \*\*

SCHEDULE  
PAGE 1

WC150401A, WC150601A, WC980663, WC150404, WC000104A, WC980630A, WC000313,  
 WC000406, WC000422B, WC260402, NC5000A, WC000421D, WC980629, WC260601C,  
 WC000414, WC990660, WC000419

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

### Schedule

#### EMR

LOWER PLATTE SOUTH NATURAL  
RESOURCES DISTRICT  
PO BOX 83581  
LINCOLN NE 68501

ENSF RAILWAY COMPANY  
C/O CERTFOCUS  
PO BOX 140528  
KANSAS CITY MO 64114

NEBRASKA DEPT OF ROADS  
CONSTRUCTION DIVISION  
PO BOX 94759  
LINCOLN NE 68509

SIMON CONTRACTORS  
+  
PO BOX 130  
NORTH PLATTE NE 69103

LANCASTER COUNTY  
444 CHERRY CREEK RD BLDG 3  
LINCOLN NE 68526

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 04/25/16 Policy No. WC 1851509-08 Endorsement No.

Insured RUSH CREEK CONSTRUCTION INC Premium \$ Incl.

Insurance Company THE CINCINNATI INDEMNITY CO

Countersigned by \_\_\_\_\_

CITY OF LINCOLN/LANCASTER COUNTY  
PURCHASING DEPARTMENT  
NOTIFICATION FOR ADVERTISED BID

PIPE CULVERT MAINTENANCE  
County Project No. 16-01  
Bid No. 17-057

You are invited to submit a bid through the City of Lincoln/Lancaster County Purchasing website on an advertised bid for Pipe Culvert Maintenance, Project No. 16-01 - Lancaster County Bid No. 17-057. Bids will be accepted on or before 12:00 noon, Wednesday, March 8, 2017.

PLEASE NOTE: ONLY BIDS SUBMITTED ELECTRONICALLY WILL BE ACCEPTED.

The plans and specs are available to Contractors via the E-Bid process by downloading the documents from the City of Lincoln/Lancaster County website.

Registration is required on the City of Lincoln/Lancaster County Purchasing website in order to submit a bid. Once registered in the E-Bid system, you will receive two e-mail notifications, the first one acknowledges registration, the second, registration approval. Upon e-mail notification of registration approval, you may print the specs and plans and also submit your electronic bid/proposal on the City/County Purchasing E-Bid system. A PC is available in the Purchasing Office for use by your company if you do not have computer access. Please call (402) 441-8103 to make an appointment.

Once you are registered you will automatically receive an e-mail notification of any and all bids for the City of Lincoln and Lancaster County for the services you provide. You will also be able to review all bid prices via the e-bid system as soon as they are unsealed on the designated day and time.

Questions concerning the registration and bid/proposal process may  
be directed to City/County Purchasing  
(402) 441-8309 or (402) 441-8103 or [rwalla@lincoln.ne.gov](mailto:rwalla@lincoln.ne.gov)

---

**TO REGISTER, GO TO:**  
lincoln.ne.gov  
TYPE "ebid" IN SEARCH BOX  
CLICK "SUPPLIER REGISTRATION"  
ENTER INFORMATION AS REQUIRED - TAKES ONLY 5-7 MINUTES!

Thank you for registering, we look forward to doing business with you.



LANCASTER COUNTY, NEBRASKA

PIPE CULVERT MAINTENANCE

PROJECT NO. 16-01

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BARRICADE AND DETOUR PLANS

CONTRACT AGREEMENT

PERFORMANCE AND LABOR AND MATERIAL PAYMENT BOND

PURCHASING AGENT APPOINTMENT

NEBRASKA RESALE OR EXEMPT SALES CERTIFICATE

TAX ASSESSMENT FORM

EMPLOYER CLASSIFICATION ACT INSTRUCTIONS

EMPLOYEE CLASSIFICATION ACT AFFIDAVIT

INSURANCE CLAUSE AND CERTIFICATE