

C-17-0357

CONTRACT DOCUMENTS

LANCASTER COUNTY

NEBRASKA

For

Bid No. 17-105  
Project No: 17-01

ASPHALT PAVING AND RESURFACING 2017

Constructors, Inc.  
1815 "Y" Street  
Lincoln, NE 68508

LANCASTER COUNTY, NEBRASKA  
CONTRACT AGREEMENT

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Constructors, 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. 17-105, Project No. 17-01; Asphalt Paving and Resurfacing 2017; 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 complete 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 may at its option require Contractor to perform all or part of the work ("the Optional Work") described in Line Item 10 of the Supplier Response, denominated "Part IX—Waverly Rd (Alternate)". The County must exercise the option described in this Section 2 on or before June 15, 2017, by a written notice from the Lancaster County Engineer, or her representative, to Contractor sent on or before June 15, 2017. Written notice may be made by electronic means, or by United States Mail or designated delivery service.
  - a. If the County fails to exercise this option on or before June 15, 2017, then Contractor shall not be obligated to perform any of the work described in Line Item 10 of the Supplier Response, and payment shall not be due or owing from County to Contractor with respect to any of the work described in Line Item 10 of the Supplier Response. No payment of any kind shall be due or owing to Contractor as a result of County's failure to exercise this option; payment under this Contract shall be due or owing from County to Contractor only for actual work performed under this Contract.
  - b. If the County exercises this option for the Optional Work on or before June 15, 2017, then Contractor shall be obligated to perform the Optional Work according to the terms of this Contract, and payment for the Optional Work shall be made according to the unit pricing in the Proposal of Contractor for "Project No. 17-01; Asphalt Paving and Resurfacing 2017 Part IX (Alternate) – Waverly Rd. (Hwy 77 to N. 141<sup>st</sup> St.)". If the County exercises this option, the Optional Work shall be completed on or before November 1, 2017.
3. 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:
  - a. With respect to the work described in Line Items 1 through 9, and 11 and 12 of the Supplier Response: Five Million Ninety-Seven Thousand Eight Hundred Seven Dollars and 23/100 (\$5,097,807.23).
  - b. With respect to the work described in Line Item 10 of the Supplier Response, if the County exercises its option as provided in this Contract: a maximum of One Million Thirty-Eight Thousand Three Hundred Two and 06/100 Dollars (\$1,038,302.06), pursuant to the unit pricing in the Proposal of Contractor for "Project No. 17-01; Asphalt Paving and Resurfacing 2017 Part IX (Alternate) – Waverly Rd. (Hwy 77 to N. 141<sup>st</sup> St.)".
4. **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.

5. 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.
6. 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.
7. 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.
8. This Contract shall be effective upon execution by both parties. The Work included in this Contract shall commence on May 1, 2017 (or upon notice to proceed by the County) and shall be completed on or before November 1, 2017 (or within 185 calendar days).
9. 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.
10. GUARANTEE: A Performance and Labor and Material Payment Bond in the full amount of the Contract shall be required for all construction contracts.
11. 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.
12. 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. Project Schedule Form
  6. Special Provisions
  7. Barricade and Detour Plans
  8. Performance and Labor and Material Payment Bond
  9. Purchasing Agent Appointment
  10. Nebraska Resale or Exempt Sale Certificate
  11. Tax Assessment Form
  12. Employer Classification Act Instructions
  13. Employee Classification Act Affidavit
  14. 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:

Constructors, Inc.  
Name of Corporation

ATTEST:

PO Box 80268 Lincoln, NE 68501  
(Address)

Secretary

Robert A. Nalzent

By: A. C. [Signature]  
Duly Authorized Official

President  
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

# LANCASTER COUNTY

COUNTY-CITY BUILDING  
LINCOLN, NEBRASKA 68508  
*BOARD OF COMMISSIONERS*

Telephone:(402)441-7410

FAX : (402) 441-6513

## **ADDENDUM #1**

Issue Date: 03/27/2017

**Bid No. 17-105  
FOR**

**ASPHALT PAVING AND RESURFACING 2017**

**LANCASTER COUNTY PROJECT NO. 17-01**

Addenda are instruments issued by the County prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes to the County's specification and bidding documents:

1. In all areas where asphalt pavement is placed against concrete paving (i.e. bridge approaches), the two shall be separated by a 3" thick Bituminous Preformed Joint Filler (Fiber Type), and sealed with NDOR-approved joint sealer. No extra payment will be made for joint filler or joint sealer, but will be considered subsidiary to Item "Asphaltic Concrete, Type SPR".
2. PART II, W. Denton Rd. (Denton to SW 60<sup>th</sup> St.): Adjacent to County Bridge No. N-138, near the west end of the project (approximately 1,280 feet east of the railroad tracks), contractor will construct inlays 150 feet either side of the bridge ends. No mill & overlay will be constructed within 150 feet of said bridge.

All other terms, conditions and requirements of the request remain the same as originally indicated in the document or as modified on previous addenda.

Robert L Walla  
Purchasing Agent

# 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 S. 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 2011 City of Lincoln Standard Specifications for Municipal Construction, as supplemented by the Nebraska Department of Road's 2007 Standard Specifications for Highway Construction. The 2011 City of Lincoln Standard Specifications for Municipal Construction and 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.

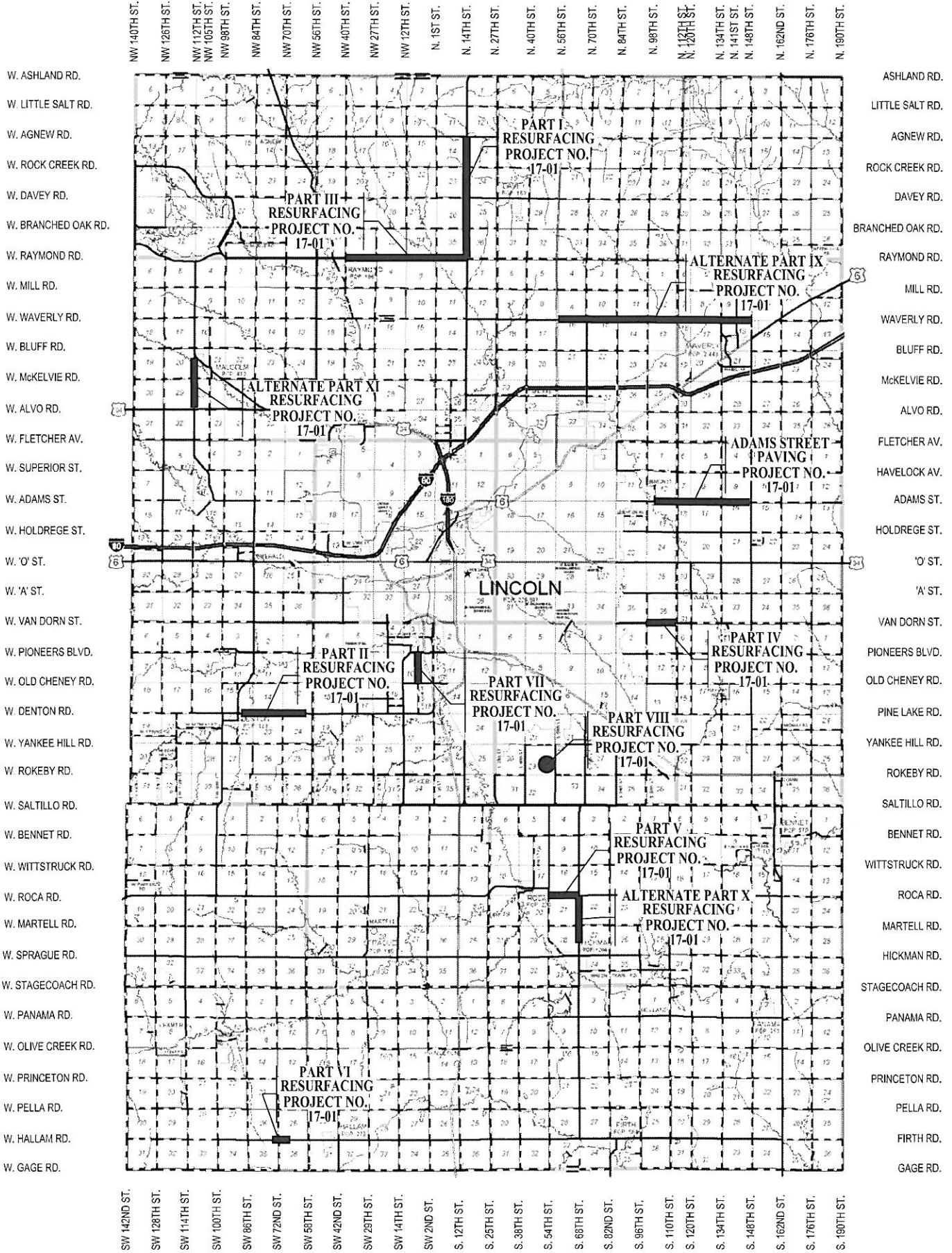
All bidders shall complete the Contractor Work Resume form provided herein and attach it to the E-Bid in the "Response Attachment" section. The resume shall include projects which are similar to the type of work being bid for which the bidder had direct control over and was charged with full responsibility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

# SITE LOCATION MAP

## LANCASTER COUNTY PAVING & RESURFACING 2017

### LANCASTER COUNTY, NEBRASKA



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

Bid Information		Contact Information		Ship to Information
Bid Creator	Robert Walla Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address
Email	rwalla@lincoln.ne.gov	Contact	Robert Walla	Contact
Phone	1 (402) 441-8309	Department		Department
Fax	1 (402) 441-6513	Building	Suite 200	Building
Bid Number	17-105 Addendum 1	Floor/Room		Floor/Room
Title	Asphalt Paving and Resurfacing 2017 Project No. 17-01 - County Engineer	Telephone	(402) 441-8309	Telephone
Bid Type	Bid	Fax	(402) 441-6513	Fax
Issue Date	3/22/2017 04:00 PM (CT)	Email	llirons@lincoln.ne.gov	Email
Close Date	4/5/2017 12:00:00 PM (CT)			

## Supplier Information

Company Constructors Inc.  
 Address 1815 Y Street  
  
 Lincoln, NE 68508  
 Contact Eric Anderson  
 Department  
 Building  
 Floor/Room  
 Telephone (402) 434-1764  
 Fax (402) 441-4176  
 Email EricA@Constructorslincoln.com  
 Submitted 4/5/2017 11:52:25 AM (CT)  
 Total \$5,074,029.30

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

Signature Gregg Leber

Email gregl@constructorslincoln.com

## Supplier Notes

### Bid Notes

After reviewing this bid, please indicate your intent to bid this project.

If you intend to bid as a General Contractor, click "?Intent" above, select "Yes, I intend to respond to this opportunity" in the Response Intent Box, click Save.

If you intend to bid as a Sub Contractor, click "?Intent" above, 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.

### Bid Activities

Date	Name	Description
4/5/2017 12:00:00 PM (CT)	Intent to Bid - General Contractor	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.
4/5/2017 12:00:00 PM (CT)	Intent to Bid - Sub Contractor	

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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	Vendor agrees to the applicable terms listed in the Insurance Clause document including the submission of the Certificate of Accord and the following endorsements: 1. Additional Insured - Lancaster County 2. Workers Compensation.  Insurance Certificate and required Endorsements are required at time of contract execution by the vendor.	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.	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 a Performance Bond and a Payment Bond each 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	Electronic Signature	Please check here for your electronic signature.	Yes
15	Contract	Name of person submitting this bid:	Gregg Leber
16	Project Dates	The Contractor agrees that the Work in this Contract shall begin as soon after the Notice to Proceed as is necessary for the Contractor to complete the Work within the number of calendar days allowed and prior to the stated completion date. The completion date shall be 185 calendar days following notice to proceed or no later than November 1, 2017.	Yes
17	Unit Price Rules	I acknowledge the Excel spreadsheet is 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
18	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
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 may be disqualified or the Contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. 4-108.	No

20 Agreement to Addendum No. 1

Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information. Yes

Line Items

#	Qty	UOM	Description	Response
1	1	EA	Proposal Groups 1, 9 and 10 - Adams Street Paving (Stevens Creek to N. 148th Street)	\$1,262,404.33
Item Notes: Fill out the itemized Excel spreadsheet attached below. Attach completed spreadsheet on the 'Response Attachments' of your response.				
Supplier Notes:				
2	1	EA	Part 1 - North 14th Street (Raymond Rd. to Agnew Rd.)	\$779,042.71
Item Notes: Fill out the itemized Excel spreadsheet attached below. Attach completed spreadsheet on the 'Response Attachments' of your response.				
Supplier Notes:				
3	1	EA	Part II - West Denton Road (Denton to SW 60th Street)	<del>\$22,955.42</del>
Item Notes: Fill out the itemized Excel spreadsheet attached below. Attach completed spreadsheet on the 'Response Attachments' of your response.				<i>BCL \$422,157.77</i>
Supplier Notes:				
4	1	EA	Part III - Raymond Road (Raymond to N. 14th Street)	<del>\$241,595.76</del>
Item Notes: Fill out the itemized Excel spreadsheet attached below. Attach completed spreadsheet on the 'Response Attachments' of your response.				<i>BCL \$916,513.74</i>
Supplier Notes:				
5	1	EA	Part IV - Van Dorn Street (S. 98th Street to S. 112th Street)	<del>\$241,595.76</del>
Item Notes: Fill out the itemized Excel spreadsheet attached below. Attach completed spreadsheet on the 'Response Attachments' of your response.				<i>BCL \$229,555.42</i>
Supplier Notes:				
6	1	EA	Part V - Roca Rd. (S. 54th Street to S. 68th Street)	\$241,595.76
Item Notes: Fill out the itemized Excel spreadsheet attached below. Attach completed spreadsheet on the 'Response Attachments' of your response.				
Supplier Notes:				
7	1	EA	Part VI - Hallam Rd. (Station 95+72 to Station 125+45)	\$139,967.64
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	EA	Part VII - Folsom Street (Old Cheney Rd. to Pioneers Blvd)	\$229,390.54
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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	EA	Part VIII - Kensington Estates 1st Addition Subdivision (56th Street and Shady Hollow Rd.)	\$210,903.44
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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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10	1	EA	Part IX (Alternate) - Waverly Rd. (Hwy 77 to N. 141 Street)	\$1,038,302.06
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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	EA	Part X (Alternate) - S. 68th Street (Hickman to Roca Rd.)	\$302,774.59
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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	EA	Part XI (Alternate) - NW 112th Street (Hwy. 34 to Malcolm)	\$363,501.29
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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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Response Total: ~~\$5,074,029.30~~

*BCL* \$6,136,109.29

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Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
	<b>Project No. 17-01; Asphalt Paving and Resurfacing 2017 Part I - North 14th Street (Raymond Rd. to Agnew Rd.)</b>				
1	Cold Milling, Class I	56,534.00	Sq.Yds	\$0.90	\$50,880.60
2	Preparation of Intersections	1,250.00	Sq.Yds	\$5.00	\$6,250.00
3	Water, Applied	1.00	M.Gal.	\$30.00	\$30.00
4	Asphaltic Concrete, Type "SPR"	10,162.32	Tons	\$54.25	\$551,305.86
5	Tack Coat	16,960.00	Gal.	\$1.50	\$25,440.00
6	Asphaltic Concrete, Type "SPR" for Patching	150.00	Tons	\$74.00	\$11,100.00
7	Rental of Skid Loader, Fully Operated	25.00	Hours	\$70.00	\$1,750.00
8	Rental of Dump Truck, Fully Operated	25.00	Hours	\$75.00	\$1,875.00
9	Rental of Skid Loader W/ Cold Mill Head, Fully Operated	25.00	Hours	\$95.00	\$2,375.00
10	Traffic Grabber Cones	4,345.00	ConeDays	\$0.45	\$1,955.25
11	Furnishing and Operating Pilot Vehicle	25.00	Days	\$500.00	\$12,500.00
12	Flagging	49.00	Days	\$400.00	\$19,600.00
13	Temporary Sign Day	165.00	SignDays	\$6.30	\$1,039.50
14	Barricades, Type III	474.00	BarrDays	\$1.15	\$545.10
15	Construction Signs	869.00	SignDays	\$0.80	\$695.20
16	5" Permanent Pavement Marking Paint	64,545.00	LF	\$0.11	\$7,099.95
17	Earth Shoulder Construction	424.00	Sta.	\$95.00	\$40,280.00
18	Seeding	5.85	Acres	\$1,400.00	\$8,190.00
19	Mulch	13.14	Tons	\$180.00	\$2,365.20
20	Crushed Rock Surface Course	83.69	Tons	\$45.00	\$3,766.05
21	Mobilization (Part I)	1.00	LumpSum	\$30,000.00	\$30,000.00
	Total Part I				\$779,042.71





Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
	Project No. 17-01; Asphalt Paving and Resurfacing 2017				
	Part IV - Van Dorn St. (S. 98th St. to S. 112th St.)				
1	Cold Milling, Class I	14,080.00	Sq.Yds	\$0.90	\$12,672.00
2	Preparation of Intersections	500.00	Sq.Yds	\$5.00	\$2,500.00
3	Water, Applied	1.00	M.Gal.	\$30.00	\$30.00
4	Asphaltic Concrete, Type "SPR"	2,613.34	Tons	\$56.30	\$147,131.04
5	Tack Coat	4,224.00	Gal.	\$1.50	\$6,336.00
6	Asphaltic Concrete, Type "SPR" for Patching	100.00	Tons	\$74.00	\$7,400.00
7	Rental of Skid Loader, Fully Operated	25.00	Hours	\$70.00	\$1,750.00
8	Rental of Dump Truck, Fully Operated	25.00	Hours	\$75.00	\$1,875.00
9	Rental of Skid Loader W/ Cold Mill Head, Fully Operated	25.00	Hours	\$95.00	\$2,375.00
10	Traffic Grabber Cones	472.00	ConeDays	\$0.45	\$212.40
11	Furnishing and Operating Pilot Vehicle	8.00	Days	\$500.00	\$4,000.00
12	Flagging	16.00	Days	\$400.00	\$6,400.00
13	Temporary Sign Day	30.00	SignDays	\$6.30	\$189.00
14	Barricades, Type III	108.00	BarrDays	\$1.15	\$124.20
15	Construction Signs	216.00	SignDays	\$0.80	\$172.80
16	5" Permanent Pavement Marking Paint	16,618.00	LF	\$0.11	\$1,827.98
17	Earth Shoulder Construction	105.60	Sta.	\$92.00	\$9,715.20
18	Seeding	1.46	Acres	\$1,400.00	\$2,044.00
19	Mulch	3.27	Tons	\$180.00	\$588.60
20	Crushed Rock Surface Course	49.16	Tons	\$45.00	\$2,212.20
21	Mobilization (Part IV)	1.00	LumpSum	\$20,000.00	\$20,000.00
	Total Part IV				\$229,555.42

Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
	<b>Project No. 17-01; Asphalt Paving and Resurfacing 2017 Part V - Roca Rd. (S. 54th St. to S. 68th St.)</b>				
1	Cold Milling, Class I	16,723.00	Sq.Yds	\$0.90	\$15,050.70
2	Asphaltic Concrete, Type "SPR"	2,831.84	Tons	\$52.50	\$148,671.60
3	Tack Coat	5,017.00	Gal.	\$1.50	\$7,525.50
4	Asphaltic Concrete, Type "SPR" for Patching	150.00	Tons	\$74.00	\$11,100.00
5	Rental of Skid Loader, Fully Operated	25.00	Hours	\$70.00	\$1,750.00
6	Rental of Dump Truck, Fully Operated	25.00	Hours	\$75.00	\$1,875.00
7	Rental of Skid Loader W/ Cold Mill Head, Fully Operated	25.00	Hours	\$95.00	\$2,375.00
8	Traffic Grabber Cones	528.00	ConeDays	\$0.45	\$237.60
9	Furnishing and Operating Pilot Vehicle	7.00	Days	\$500.00	\$3,500.00
10	Flagging	14.00	Days	\$400.00	\$5,600.00
11	Temporary Sign Day	24.00	SignDays	\$6.30	\$151.20
12	Barricades, Type III	288.00	BarrDays	\$1.15	\$331.20
13	Construction Signs	384.00	SignDays	\$0.80	\$307.20
14	5" Permanent Pavement Marking Paint	20,059.00	LF	\$0.11	\$2,206.49
15	Earth Shoulder Construction	105.60	Sta.	\$95.00	\$10,032.00
16	Seeding	1.46	Acres	\$1,525.00	\$2,226.50
17	Mulch	3.27	Tons	\$236.00	\$771.72
18	Crushed Rock Surface Course	64.09	Tons	\$45.00	\$2,884.05
19	Mobilization (Part V)	1.00	LumpSum	\$25,000.00	\$25,000.00
	<b>Total Part V</b>				<b>\$241,595.76</b>

Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
	<b>Project No. 17-01; Asphalt Paving and Resurfacing 2017</b>				
	<b>Part VI - Hallam Rd. (Station 95+72 to Station 125+45)</b>				
1	Cold Milling, Class I	7,920.00	Sq.Yds	\$0.90	\$7,128.00
2	Asphaltic Concrete, Type "SPR"	1,342.51	Tons	\$56.25	\$75,516.19
3	Tack Coat	2,376.00	Gal.	\$1.50	\$3,564.00
4	Asphaltic Concrete, Type "SPR" for Patching	100.00	Tons	\$78.00	\$7,800.00
5	Rental of Skid Loader, Fully Operated	8.00	Hours	\$70.00	\$560.00
6	Rental of Dump Truck, Fully Operated	8.00	Hours	\$75.00	\$600.00
7	Rental of Skid Loader W/ Cold Mill Head, Fully Operated	8.00	Hours	\$95.00	\$760.00
8	Traffic Grabber Cones	119.00	ConeDays	\$0.45	\$53.55
9	Furnishing and Operating Pilot Vehicle	6.00	Days	\$500.00	\$3,000.00
10	Flagging	12.00	Days	\$400.00	\$4,800.00
11	Temporary Sign Day	24.00	SignDays	\$6.30	\$151.20
12	Barricades, Type III	96.00	BarrDays	\$1.15	\$110.40
13	Construction Signs	144.00	SignDays	\$0.80	\$115.20
14	5" Permanent Pavement Marking Paint	8,820.00	LF	\$0.11	\$970.20
15	Earth Shoulder Construction	59.40	Sta.	\$115.00	\$6,831.00
16	Seeding	0.82	Acres	\$1,525.00	\$1,250.50
17	Mulch	1.84	Tons	\$240.00	\$441.60
18	Crushed Rock Surface Course	29.24	Tons	\$45.00	\$1,315.80
19	Mobilization (Part VI)	1.00	LumpSum	\$25,000.00	\$25,000.00
	Total Part VI				\$139,967.64

Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
	<b>Project No. 17-01; Asphalt Paving and Resurfacing 2017 Part VII - Folsom St. (Old Cheney Rd. to Pioneers Blvd.)</b>				
1	Cold Milling, Class I	15,100.00	Sq.Yds	\$0.90	\$13,590.00
2	Asphaltic Concrete, Type "SPR"	2,536.80	Tons	\$58.00	\$147,134.40
3	Tack Coat	4,530.00	Gal.	\$1.50	\$6,795.00
4	Asphaltic Concrete, Type "SPR" for Patching	100.00	Tons	\$74.00	\$7,400.00
5	Rental of Skid Loader, Fully Operated	25.00	Hours	\$70.00	\$1,750.00
6	Rental of Dump Truck, Fully Operated	25.00	Hours	\$75.00	\$1,875.00
7	Rental of Skid Loader W/ Cold Mill Head, Fully Operated	25.00	Hours	\$95.00	\$2,375.00
8	Traffic Grabber Cones	425.00	ConeDays	\$0.45	\$191.25
9	Furnishing and Operating Pilot Vehicle	9.00	Days	\$500.00	\$4,500.00
10	Flagging	18.00	Days	\$400.00	\$7,200.00
11	Temporary Sign Day	36.00	SignDays	\$6.30	\$226.80
12	Barricades, Type III	180.00	BarrDays	\$1.15	\$207.00
13	Construction Signs	252.00	SignDays	\$0.80	\$201.60
14	5" Permanent Pavement Marking Paint	19,264.00	LF	\$0.11	\$2,119.04
15	Earth Shoulder Construction	105.60	Sta.	\$93.00	\$9,820.80
16	Seeding	1.46	Acres	\$1,400.00	\$2,044.00
17	Mulch	3.27	Tons	\$180.00	\$588.60
18	Crushed Rock Surface Course	30.49	Tons	\$45.00	\$1,372.05
19	Mobilization (Part VII)	1.00	LumpSum	\$20,000.00	\$20,000.00
	<b>Total Part VII</b>				<b>\$229,390.54</b>



Contractor Name **Constructors, Inc.**

Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
	<b>Project No. 17-01; Asphalt Paving and Resurfacing 2017 Part VIII - Kensington Estates 1st Addition Subdivision (56th St. &amp; Shady Hollow Rd.)</b>				
1	Cold Milling, Class III	7,476.00	Sq.Yds	\$1.60	\$11,961.60
2	Asphaltic Concrete, Type "SPR"	1,860.29	Tons	\$56.00	\$104,176.24
3	Tack Coat	1,690.00	Gal.	\$1.50	\$2,535.00
4	Asphaltic Concrete, Type "SPR" for Patching	250.00	Tons	\$78.00	\$19,500.00
5	Rental of Skid Loader, Fully Operated	60.00	Hours	\$70.00	\$4,200.00
6	Rental of Dump Truck, Fully Operated	60.00	Hours	\$75.00	\$4,500.00
7	Rental of Skid Loader W/ Cold Mill Head, Fully Operated	60.00	Hours	\$95.00	\$5,700.00
8	Traffic Grabber Cones	308.00	ConeDays	\$0.45	\$138.60
9	Flagging	18.00	Days	\$400.00	\$7,200.00
10	Temporary Sign Day	48.00	SignDays	\$6.30	\$302.40
11	Barricades, Type III	144.00	BarrDays	\$1.15	\$165.60
12	Construction Signs	288.00	SignDays	\$0.80	\$230.40
13	Earth Shoulder Construction	92.18	Sta.	\$120.00	\$11,061.60
14	Seeding	1.27	Acres	\$1,600.00	\$2,032.00
15	Centerline Control Points	20.00	Each	\$610.00	\$12,200.00
16	Mobilization (Part VIII)	1.00	LumpSum	\$25,000.00	\$25,000.00
	<b>Total Part VIII</b>				<b>\$210,903.44</b>

Contractor Name **Constructors, Inc.**

Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
	<b>Project No. 17-01; Asphalt Paving and Resurfacing 2017 Part IX (Alternate) - Waverly Rd. (Hwy 77 to N. 141st St.)</b>				
1	Cold Milling, Class I	82,912.00	Sq.Yds	\$0.90	\$74,620.80
2	Asphaltic Concrete, Type "SPR"	14,437.14	Tons	\$52.00	\$750,731.28
3	Tack Coat	24,874.00	Gal.	\$1.50	\$37,311.00
4	Asphaltic Concrete, Type "SPR" for Patching	200.00	Tons	\$74.00	\$14,800.00
5	Rental of Skid Loader, Fully Operated	40.00	Hours	\$70.00	\$2,800.00
6	Rental of Dump Truck, Fully Operated	40.00	Hours	\$75.00	\$3,000.00
7	Rental of Skid Loader W/ Cold Mill Head, Fully Operated	40.00	Hours	\$95.00	\$3,800.00
8	Traffic Grabber Cones	6,532.00	ConeDays	\$0.45	\$2,939.40
9	Furnishing and Operating Pilot Vehicle	30.00	Days	\$500.00	\$15,000.00
10	Flagging	60.00	Days	\$400.00	\$24,000.00
11	Temporary Sign Day	180.00	SignDays	\$6.30	\$1,134.00
12	Barricades, Type III	675.00	BarrDays	\$1.15	\$776.25
13	Construction Signs	1,215.00	SignDays	\$0.80	\$972.00
14	5" Permanent Pavement Marking Paint	86,218.00	LF	\$0.11	\$9,483.98
15	Earth Shoulder Construction	621.84	Sta.	\$90.00	\$55,965.60
16	Seeding	8.57	Acres	\$1,200.00	\$10,284.00
17	Mulch	19.27	Tons	\$165.00	\$3,179.55
18	Crushed Rock Surface Course	166.76	Tons	\$45.00	\$7,504.20
19	Mobilization (Part IX)	1.00	LumpSum	\$20,000.00	\$20,000.00
	<b>Total Part IX (Alternate)</b>				<b>\$1,038,302.06</b>

Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
	<b>Project No. 17-01; Asphalt Paving and Resurfacing 2017 Part X (Alternate) - S. 68th St. (Hickman to Roca Rd.)</b>				
1	Cold Milling, Class I	16,488.00	Sq.Yds	\$0.90	\$14,839.20
2	Preparation of Intersections	500.00	Sq.Yds	\$6.00	\$3,000.00
3	Water, Applied	1.00	M.Gal	\$150.00	\$150.00
4	Asphaltic Concrete, Type "SPR"	3,020.83	Tons	\$63.00	\$190,312.29
5	Tack Coat	4,947.00	Gal.	\$1.50	\$7,420.50
6	Asphaltic Concrete, Type "SPR" for Patching	200.00	Tons	\$74.00	\$14,800.00
7	Rental of Skid Loader, Fully Operated	30.00	Hours	\$70.00	\$2,100.00
8	Rental of Dump Truck, Fully Operated	30.00	Hours	\$75.00	\$2,250.00
9	Rental of Skid Loader W/ Cold Mill Head, Fully Operated	30.00	Hours	\$95.00	\$2,850.00
10	Traffic Grabber Cones	855.00	ConeDays	\$0.45	\$384.75
11	Furnishing and Operating Pilot Vehicle	13.00	Days	\$500.00	\$6,500.00
12	Flagging	26.00	Days	\$400.00	\$10,400.00
13	Temporary Sign Day	48.00	SignDays	\$6.30	\$302.40
14	Barricades, Type III	225.00	BarrDays	\$1.15	\$258.75
15	Construction Signs	375.00	SignDays	\$0.80	\$300.00
16	5" Permanent Pavement Marking Paint	19,465.00	LF	\$0.11	\$2,141.15
17	Earth Shoulder Construction	134.90	Sta.	\$100.00	\$13,490.00
18	Seeding	1.86	Acres	\$1,525.00	\$2,836.50
19	Mulch	4.18	Tons	\$240.00	\$1,003.20
20	Crushed Rock Surface Course	54.13	Tons	\$45.00	\$2,435.85
21	Mobilization (Part X)	1.00	LumpSum	\$25,000.00	\$25,000.00
	<b>Total Part X (Alternate)</b>				<b>\$302,774.59</b>

Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
	<b>Project No. 17-01; Asphalt Paving and Resurfacing 2017 Part XI (Alternate) - NW 112th St. (Hwy. 34 to Malcolm)</b>				
1	Cold Milling, Class I	24,179.00	Sq.Yds	\$0.90	\$21,761.10
2	Preparation of Intersections	500.00	Sq.Yds	\$5.00	\$2,500.00
3	Water, Applied	1.00	M.Gal	\$30.00	\$30.00
4	Asphaltic Concrete, Type "SPR"	4,355.37	Tons	\$55.39	\$241,243.94
5	Tack Coat	7,254.00	Gal.	\$1.50	\$10,881.00
6	Asphaltic Concrete, Type "SPR" for Patching	200.00	Tons	\$70.00	\$14,000.00
7	Rental of Skid Loader, Fully Operated	25.00	Hours	\$75.00	\$1,875.00
8	Rental of Dump Truck, Fully Operated	25.00	Hours	\$80.00	\$2,000.00
9	Rental of Skid Loader W/ Cold Mill Head, Fully Operated	25.00	Hours	\$100.00	\$2,500.00
10	Traffic Grabber Cones	1,334.00	ConeDays	\$0.45	\$600.30
11	Furnishing and Operating Pilot Vehicle	14.00	Days	\$500.00	\$7,000.00
12	Flagging	28.00	Days	\$400.00	\$11,200.00
13	Temporary Sign Day	80.00	SignDays	\$6.30	\$504.00
14	Barricades, Type III	330.00	BarrDays	\$1.15	\$379.50
15	Construction Signs	570.00	SignDays	\$0.80	\$456.00
16	5" Permanent Pavement Marking Paint	29,525.00	LF	\$0.11	\$3,247.75
17	Earth Shoulder Construction	181.34	Sta.	\$95.00	\$17,227.30
18	Seeding	2.50	Acres	\$1,400.00	\$3,500.00
19	Mulch	5.62	Tons	\$180.00	\$1,011.60
20	Crushed Rock Surface Course	79.64	Tons	\$45.00	\$3,583.80
21	Mobilization (Part XI)	1.00	LumpSum	\$18,000.00	\$18,000.00
	<b>Total Part XI (Alternate)</b>				<b>\$363,501.29</b>

Contractor Name

Constructors, Inc.

Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
<b>Project No. 17-01; Asphalt Paving and Resurfacing 2017 Adams St. Paving (Stevens Creek to N. 148th St.)</b>					
<b>Group 1 - Grading</b>					
1	Mobilization	1.00	LS	\$15,000.00	\$15,000.00
2	Rental of Motor Grader, Fully Operated	10.00	HOUR	\$110.00	\$1,100.00
3	Rental of Dump Truck, Fully Operated	10.00	HOUR	\$75.00	\$750.00
4	Rental of Loader, Fully Operated	10.00	HOUR	\$95.00	\$950.00
5	Rental of Skid Loader, Fully Operated	10.00	HOUR	\$70.00	\$700.00
6	Temporary Silt Fence, High Porosity	340.00	LF	\$4.40	\$1,496.00
7	Earth Shouldering	344.36	STA	\$200.00	\$68,872.00
8	Covercrop Seeding	7.91	AC	\$52.00	\$411.32
9	Seeding, Type A	7.91	AC	\$1,550.00	\$12,260.50
10	Mulch	17.79	TON	\$155.00	\$2,757.45
Total Group 1					\$104,297.27
<b>Group 9 - Bituminous</b>					
11	Mobilization	1.00	LS	\$15,000.00	\$15,000.00
12	Sawcutting Pavement	26.00	LF	\$12.50	\$325.00
13	Remove Existing Pavement	12.00	SY	\$20.00	\$240.00
14	Subgrade Preparation	172.18	STA	\$320.00	\$55,097.60
15	Preparation of Intersections	1,225.00	SY	\$5.00	\$6,125.00
16	Water, Applied	1.00	MGAL	\$150.00	\$150.00
17	8" Asphaltic Concrete, Type SPR	21,430.30	TON	\$49.00	\$1,050,084.70
18	Tack Coat, Applied	7,303.00	GAL	\$1.50	\$10,954.50
Total Group 9					\$1,137,976.80
<b>Group 10 - General</b>					
19	Mobilization	1.00	LS	\$720.00	\$720.00
20	Crushed Rock Surface Course	167.40	TON	\$45.00	\$7,533.00
21	Barricade, Type III	2,400.00	BARR DAY	\$1.15	\$2,760.00
22	Contractor-Furnished Signs	2,400.00	SIGN DAY	\$1.00	\$2,400.00
23	5" White Permanent Pavement Marking Paint	34,436.00	LF	\$0.11	\$3,787.96
24	5" Yellow Perm. Pavement Marking Paint (Dashed centerline)	17,218.00	LF	\$0.11	\$1,893.98
25	5" Yellow Perm. Pavement Marking Paint (No Passing Zones)	9,412.00	LF	\$0.11	\$1,035.32
Total Group 10					\$20,130.26
<b>TOTAL Groups 1, 9 &amp; 10</b>					<b>\$1,262,404.33</b>

PROJECT SCHEDULE  
FOR  
LANCASTER COUNTY, NEBRASKA

PROJECT NO. 17-01

ASPHALT PAVING AND RESURFACING 2017

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.

	ROAD	ESTIMATED BEGIN DATE	ESTIMATED COMPLETION DATE
1.	Part I	On or before 5-16-17	
2.	Part II	On or before 6-13-17	
3.	Part III	On or before 5-31-17	
4.	Part IV	On or before 6-27-17	
5.	Part V	On or before 8-7-17	
6.	Part VI	On or before 9-11-17	
7.	Part VII	On or before 6-20-17	
8.	Part VIII	On or before 10-9-17	
9.	Part IX	On or before 7-5-17	
10.	Part X	On or before 7-31-17	
11.	Part XI	On or before 8-14-17	
12.	Adams	On or before 9-15-17	

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 May 1, 2017, and to complete all work on or before November 1, 2017. This project will be considered a 185 - 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.

It is the intent of the plans and these specifications to receive proposals and award a contract for all of the construction work shown on the plans. 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 see 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. Bids for Alternate Projects will be awarded if they meet budget constraints.



### 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.

The Contractor is to perform the cold milling and resurfacing work under traffic conditions. See Section 422 of the Standard Specifications.

#### SHOULDER CONSTRUCTION

If the Contractor is awarded a bid for "Earth Shoulder Construction" then the Contractor is to perform the shouldering work. Soils furnished for "Earth Shoulder Construction" shall be cohesive soils. No granular soils shall be allowed. Soil for earth shouldering in subdivisions shall be topsoil.

#### ASPHALT PAVEMENT SMOOTHNESS TESTING

Section 502 of the Standard Specifications does not apply to this project. This does not relieve the Contractor from constructing a smooth pavement surface. The finish pavement surface shall be smooth and produce a good, smooth ride for vehicular traffic traveling at the posted speed limit. In lieu of smoothness standards, the finish surface shall not deviate  $\frac{1}{8}$ " in ten feet. Non-compliance will result in grinding the bump as per Specifications or an assessment of \$500.00 per irregularity.

#### INSURANCE

All bidders shall take special note of the Contractors Comprehensive General Liability and Workmen's Compensation and Employer Liability Insurance requirements of the Contract documents. The Contractor will also be required to provide Builder's Risk Insurance if the project involves the construction of a building.

The successful bidder must provide proof of insurance in accordance with the Contract documents within twenty-one (21) days after the award of the bid.

#### INDEPENDENT CONTRACTOR

It is the express intent of the parties that this Agreement shall not create an employer-employee relationship, and the Contractor, or any employees or other persons acting on behalf of the Contractor in the performance of this Agreement, shall be deemed to be independent contractor(s) during the entire term of this Agreement or any renewals thereof. It is agreed between the parties that the designated staff shall at all times continue to be employees of the Contractor for the duration of the Agreement. The Contractor shall be responsible for all salary and benefits payable under this Agreement and the Contractor's employees shall not be entitled to any salary from the County or to any benefits made to County Employees, including, but not limited to, overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. The Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance and any applicable malpractice insurance coverage for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to the employee's compensation.

#### SEVERABILITY

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.

#### RETAINED EARNINGS

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

#### PROSECUTION OF WORK

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

- a. 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.

The Contractor may, upon giving the proper notice, close the road or traffic lane 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 adequately 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.

- b. The Hallam Road resurfacing is to be done after September 1, 2017.

#### FULL DEPTH CORES ON RESURFACING & PAVING WORK

The Contractor will be required to take full depth paving cores for verification of paving thickness on resurfacing projects. The cores will be taken at the rate of two (2) per mile. These full depth cores can be an extension of cores for density testing. The location of these cores will be determined by the Project Engineer.

#### PAVING AND RESURFACING INTERSECTIONS

Paragraph 2 of Subsection 503.05 of the Standard Specifications is amended to provide for no direct payment for placement of asphaltic concrete on intersections and driveways. The materials used in driveway and intersection construction shall be paid for at the contract unit prices for roadway materials.

All returns (including cross road returns) on resurfacing projects are to be resurfaced as part of the resurfacing work.

#### CORRELATION TESTING

All correlation testing of the quality control program will be performed by an independent testing lab selected by the County. The County will bear the cost of all correlation testing.

#### PROSECUTION OF WORK

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

- a. The Contractor will be required to give the Project Engineer forty-eight (48) hour notice prior to commencing work at any site on the Contractor.

The Contractor may, upon giving the proper notice, close the road or traffic lane 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.

- b. The Contractor will not be allowed to work at more than (1) – site at a time without written prior approval from the project engineer.

#### TEMPORARY PAVEMENT MARKINGS

The Contractor shall provide and maintain a temporary centerline on all resurfacing, paving, and cold milling work as described in *Section 422 of the Standard Specifications*. The temporary centerline shall consist of the placement of Type I or Type II temporary pavement marking (tape) in accordance to Table 422.01.

No direct payment will be made for providing and maintaining a temporary centerline, but shall be subsidiary to items for which direct payment is made.

#### 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.

#### 5" PERMANENT PAVEMENT MARKING PAINT

The width of Permanent Pavement Marking Paint shall be 5" wide. Marking paint shall be applied prior to beginning shouldering work.

Striping for passing zones shall consist of a 10' long yellow stripe followed by a 30' long skip. No passing zones consist of a solid yellow line continuing until a passing zone is reached. All edges of the pavement shall be white marked.

FERTILIZING FOR TYPE "A" SEEDING

The work covered by this section of the Special Provisions will correspond to the work described in *Section 804 of the Standard Specifications with the following amendment(s)*.

Rate of application of commercial inorganic fertilizer shall be:

	Rate of Application per Acre (Minimum)
Available Nitrogen (N <sub>2</sub> )	32 lbs.

SEEDING TYPE "A"

The work covered by this section of the special provisions will correspond to the work described in *Section 803 of the Standard Specifications*.

The following seed mixture will be used:

Species – Variety *	Minimum Purity (Percent)	Lbs. of PLS/Acre
Brome *	90	10
Switchgrass *	70	2.25
Hairy Vetch *	85	2.25 + Inoculation
Red Clover *	90	2.25 + Inoculation
Oats or Wheat (Wheat in Fall)	90	20

\* Indicates seed varieties furnished will be all locally adapted

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.

CENTERLINE CONTROL POINTS

- a) It shall be the paving contractor’s responsibility upon completion of the approved surfacing to place a permanent monument at all points of centerline control such as the centerline of each street that intersects the Subdivision boundary, at each centerline street intersection and at each point of centerline tangency and curvature.
- b) Such work shall be performed by or under the direction of a registered Land Surveyor authorized to practice land surveying under *Nebraska Revised Statutes (Reissue 1997), Section 81-8, 108 through 81-8, 127 (inclusive)*, and file record of survey in accordance with said Statues.
- c) Monumentation shall consist of an iron marker 5/8" minimum diameter and 24" minimum length set inside a 6" diameter survey monument box (Deeter Foundry #1801 or equal) drilled through the pavement or, an equal type of monument approved by Lancaster County Engineering Department.
- d) Such work shall be completed and survey record filed prior to acceptance of the project by Lancaster County.

COLD MILLING – CLASS I

Cold Milling (Class I) is to be performed under traffic conditions on the following resurfacing projects:

- 1) N. 14<sup>th</sup> St. from Raymond Rd. north 4.0 miles to Agnew Rd.

Cold mill entire length to be resurfaced and provide for inlays at each end of the project.

- 2) W. Denton Rd. from the Village of Denton east 2.0 miles to near SW 56<sup>th</sup> St.

Cold mill entire length to be resurfaced and provide for inlays at a bridge, BNSF Railroad Tracks and at each end of the project.

- 3) Raymond Rd. from the Village of Raymond east 4.5 miles to N. 14<sup>th</sup> St. and 1,500' of First St.

Cold mill entire length to be resurfaced except for approximately 1,800' near a bridge west of N. 1<sup>st</sup> St. Provide for inlays at each end of the project. Cold Milling (Class III) of the transverse cracks is to be performed prior to doing the Class I milling.

- 4) Van Dorn St. from S. 98<sup>th</sup> St. east 1.0 mile to S. 112<sup>th</sup> St.

Cold mill entire length to be resurfaced and provide for inlays at each end of the project.

- 5) Roca Rd. from S 54<sup>th</sup> St. east 1.0 mile to S. 68<sup>th</sup> St.

Cold mill entire length to be resurfaced and provide for inlays at each end of the project.

- 6) Hallam Rd. from 0.2 mile west of SW 72<sup>nd</sup> St. east 0.6 mile.

Cold mill entire length to be resurfaced and provide for inlays at each end of the project.

- 7) W. Folsom St. from Old Cheney Rd. north 1.0 mile to Pioneers Blvd.

Cold mill entire length to be resurfaced and provide for inlays at each end of the project.

- 8) Kensington Estates 1<sup>st</sup> Addition Subdivision at S. 56<sup>th</sup> St. and Shady Hollow Rd. (4,609 lineal feet of road).

Subdivision to be edge milled (Class III). See Class III milling in the Special Provisions.

- 9) (Alternate) Waverly Rd. from Hwy. 77 east 6.0 miles to N. 141<sup>st</sup> St.

Cold mill entire length to be resurfaced and provide for inlays at two bridges and at each end of the project.

- 10) (Alternate) S. 68<sup>th</sup> St. from the City of Hickman north 1.3 miles to near Roca Rd.

Cold mill entire length to be resurfaced and provide for inlays at each end of the project.

- 11) (Alternate) NW 112<sup>th</sup> St. from Hwy. 34 north 1.7 miles to Malcolm Rd.

Cold mill the entire length to be resurfaced and provide for inlays at a bridge and at each end of the project.

COLD MILLING CLASS I SHALL BE PERFORMED WITH A MACHINE THAT MILLS A 12 FOOT WIDTH OF ROADWAY IN A SINGLE PASS

(Cold milling around manholes and other roadway appurtenances may be performed with a machine utilizing a smaller milling head).

Temporary pavement markings shall be applied in accordance with the Specifications and Special Provisions when the centerline striping is obliterated by milling operations.

*Subsection 510.04 in the standard specifications is amended to provide that the milling shall be disposed of by the Contractor. The County reserves the right to obtain up to thirty (30) truckloads of the millings from the resurfacing projects using County equipment.*

### COLD MILLING CLASS III

Cold milling Class III is to be used on the Raymond Road resurfacing project and the Kensington Estates 1<sup>st</sup> Addition Subdivision resurfacing project. On the Raymond Road, the Cold Milling Class III shall consist of placing the mill head over a transverse crack and milling to a depth of 3". In Kensington Estates 1<sup>st</sup> Addition Subdivision, Class III Cold Milling shall consist of milling the outside edge of the pavement a depth of 2½", and having the milling taper to a 0" depth toward centerline.

### TRAFFIC GRABBER CONES

Reflectorized traffic grabber cones meeting the requirements of the Nebraska Department of Roads specifications (Std. Plan No. 920-R5) are to be installed on all resurfacing projects as follows:

Reflectorized traffic grabber cones shall be installed at the time of placement of the bottom layer of asphaltic concrete. These traffic grabber cones shall be placed at 300' intervals on both sides of the roadway either opposite each other or at staggered one-half (½) intervals on both sides. Traffic grabber cones shall also be placed within the arc forming the turning radius for an intersecting road to mark the drop-off that would be encountered by a turning vehicle. The traffic grabber cones shall be firmly installed so that the edge of the traffic grabber cones are 12 inches or less from the edge of the pavement.

### PAVEMENT SMOOTHNESS TESTING

*Section 502 and 602 of the Standard Specifications* do not apply to this project. This does not relieve the Contractor from constructing a smooth pavement surface. The finish pavement surface shall be smooth and produce a good, smooth ride for vehicular traffic traveling at the posted speed limit. In lieu of smoothness standards, the finish surface shall not deviate 1/8" in ten feet. Non-compliance will result in grinding the bump as per Specifications or an assessment of \$500.00 per irregularity.

### BNSF RAILROAD CROSSINGS ON THE DENTON ROAD AT THE EAST EDGE OF DENTON

There are two BNSF Railroad crossings on the Denton Road at the east edge of Denton. BNSF Railroad will require a permit, obtained by the Contractor, to work close to the crossing. Crossing Data: MP.69.09, DOT #073289S. Contract Data: Amber Stoffels – Manager of Public Projects, Phone 303-480-6584, e-mail – [amber.stoffels@bnsf.com](mailto:amber.stoffels@bnsf.com)

Link to permit application: <http://www.bnsf.com/communities/faqs/permits-real-estate/>

### REPAIR OF TRANSVERSE CRACKS USING CLASS III COLD MILLING

There are over 350 transverse cracks on Raymond Road that need repair due to the width of the crack. The method of repair is as follows:

- 1) Cold Mill (Class III) over the crack to a minimum depth of 3". Milling head to be a minimum of 6' wide.
- 2) Apply tack coat to milled surfaces.
- 3) Patch milled area with Type SPR asphaltic concrete.
- 4) Roll patch area with a steel drum roller to achieve density. Cracks to be repaired will be designated by the Project Manager.

### PAVING EXISTING GRAVEL SURFACED INTERSECTION RETURNS

On overlays where there are gravel surfaced intersection returns, the returns are to be paved. The returns are to first be prepared for an 8" thick asphalt pavement. The returns are to have 50' radii and are to be paved 8" thick using Type SPR asphaltic concrete. See Intersection Return Detail in the Special Provisions.

## SUPERPAVE ASPHALTIC CONCRETE

Section 1028 in the Standard Specifications is amended as described below.

### SECTION 1028 - SUPERPAVE ASPHALTIC CONCRETE (J-7-1211)

Section 1028 in the Standard Specifications is void and superseded by the following:

#### 1028.01 – Description

1. a. Superpave Asphaltic Concrete is a Contractor-designed mix.
- b. The Contractor shall be required to define properties using a gyratory compactor that has met the Superpave evaluation test procedures, during mix design and production.
2. Job Mix Formula
  - a. Before production of asphaltic concrete, the Contractor shall submit in writing, a tentative Job Mix Formula (JMF) on the NDOR Mix Design Submittal Form for verification to the Department.
  - b. The JMF shall be determined from a mix design for each mixture. A volumetric mixture design in accordance with AASHTO R 35 as modified within this specification will be required. However, the mixture for the Superpave specimens and maximum specific gravity mixture shall be aged for two hours at compaction temperature. The mixture shall be prepared using the following:
    - (1) Mixture Conditioning of Hot Mix Asphalt (HMA), AASHTO R 30.
    - (2) Method for Preparing and Determining the Density of Hot Mix Asphalt Specimens by Means of the SHRP Gyratory Compactor, AASHTO T 312.
  - c. The JMF shall identify:
    - (1) The virgin mineral aggregates and pit locations
    - (2) Recycled Asphalt Pavement (RAP) and source locations
    - (3) The percent passing value for each specified sieve for the individual and blended materials
  - d.
    - (1) The Contractor shall submit one un-coated, proportioned 22 lb. (10,000 gram) sample of the blended mineral aggregates for consensus properties and specific gravity testing, for all mix types except SPS. Once verified, the Contractor may begin plant production and QC testing with the QA/QC program.
    - (2) The Contractor has the option of submitting the following; 2 proportioned 22 lb. (10,000 gram) samples of the blended mineral aggregates (which are pre-coated with hydrated lime) and two one-quart (liter) samples of the proposed PG Binder to be used in the mixture to the Department Materials and Research Central Laboratory at least 15 NDR working days before production of asphaltic concrete. If submitted these samples will be used to verify the Contractor's Superpave mix design test results and mix properties.
    - (3) Submitted with these samples shall be a copy of the Contractor's results for all Superpave mix design tests.
    - (4) Mix design shall include at a minimum:
      - (i) The bulk specific gravity (Gsb), which shall be 2.585, for data purposes and as information only, for all mixes.
      - (ii) The target binder content. The binder content will be determined by ignition oven results. There is no correction factor for mixes containing hydrated lime.
      - (iii) The supplier and grade of PG Binder.
      - (iv) The maximum specific gravity of the combined mixture (Rice).

- (v) The bulk specific gravity (Gmb) and air voids at N initial (Nini), N design (Ndes) and N maximum (Nmax) of the gyratory compacted specimens.
- (vi) Voids in the Mineral Aggregate (VMA) and Voids Filled with Asphalt (VFA) at Ndes.
- (vii) Fine Aggregate Angularity (FAA) and specific gravity, Coarse Aggregate Angularity (CAA), Flat and Elongated Particles and Sand Equivalent of the aggregate blend.
- (viii) Location description and/or legal descriptions and producers of materials used in the mix.
- (ix) Dust to Binder Ratio.
- (x) JMF compaction temperatures from NDOR Gyratory Temperature Table (See Table 1028.11).

3. Quality Control Program:

- a. The Contractor shall establish, provide, and maintain an effective Quality Control (QC) Program. The QC Program. The QC Program shall detail the methods and procedures that will be taken to assure that all materials and complete construction conforms to all contract requirements.
- b. Although guidelines are established and certain minimum requirements are specified herein and elsewhere in the Contract, the Contractor shall assume full responsibility for placing a pavement course that meets the target field values.
- c. The Contractor shall establish a necessary level of control that will:
  - (1) Adequately provide for the production of acceptable quality materials.
  - (2) Provide sufficient information to assure both the Contractor and the Engineer that the specification requirements can be met.
- d.
  - (1) The Contractor shall develop and submit a copy of their QC Program to the Department. A copy of the QC Program shall be kept on file in the QC lab trailer. This Program shall be updated as needed and submitted annually for review.
  - (2) The Contractor shall not begin any construction or production of materials without an approved QC Program.
- e. The QC Program shall address, as a minimum, the following items:
  - (1) QC organization chart.
  - (2) Inspection requirements.
    - (i) Equipment.
    - (ii) Asphalt concrete production.
    - (iii) Asphalt concrete placement.
  - (3) QC testing plan.
  - (4) Documentation of QC activities.
  - (5) Requirements for corrective action when QC or acceptance criteria are not met.
  - (6) Any additional elements deemed necessary.
  - (7) A list, with the name and manufacturers model number, for all test equipment used during laboratory testing.
  - (8) A description of maintenance and calibration procedures, including the frequency that the procedures are performed.



- f. The QC organization chart shall consist of the following personnel:
  - (1) A Program Administrator:
    - (i) The Program Administrator shall be a full-time employee of the Contractor or a Subcontractor (Consultant) hired by the Contractor.
    - (ii) The Program Administrator shall have a minimum of 5 year experience in highway construction.
    - (iii) The Program Administrator need not be on the job site at all times but shall have full authority to institute any and all actions necessary for the successful implementation of the QC Program.
    - (iv) The Program Administrator's qualifications and training shall be described in the QC Program.
  - (2) Quality Control Technicians:
    - (i) The quality control technicians shall report directly to the Program Administrator and shall perform all sampling and quality control tests as required by the contract.
    - (ii) The QC technicians shall be certified every 5 years by the Department Materials and Research Division.
    - (iii) Certification at an equivalent level by a state or nationally recognized organization may be acceptable.
    - (iv) The QC technician's credentials and training records shall be submitted to the Department.
    - (v) The Contractor may have a non-certified technician working under the direct supervision of a certified technician for no more than one construction season.
- g.
  - (1) Inspections shall be performed daily to ensure continuing compliance with contract requirements until completion of the work.
  - (2) QC test results and periodic inspections shall be used to ensure the mix quality and to adjust and control mix proportioning.

4. Contractor's Lab Equipment:

- a. The Contractor shall calibrate and correlate the testing equipment according to the procedures prescribed for the individual tests and conduct tests in conformance with specified testing procedures.
- b. The Contractor shall have the following equipment (or approved equal) at or near the project location:
  - (1) A gyratory compactor and molds meeting AASHTO criteria.
  - (2) An Asphalt Content Ignition Oven meeting AASHTO criteria.
  - (3) Rice equipment specified in AASHTO T 209, Procedure 9.5.1, Weighing in Water. The thermometer being used to measure water temperature will be as specified in T 209.
  - (4) FAA equipment specified in AASHTO T 304.
  - (5) To test density of compacted asphaltic concrete, a minimum 6000 gm balance, 0.1 gm resolution, with under body connect and water container large enough to conveniently place specimen in the basket and completely submerge the basket and specimen without touching the sides or bottom is required.

- (6) QC Laboratory which contain the following:
  - Air conditioner.
  - Dedicated phone.
  - FAX machine or email.
  - Photocopy machine.
  - Sample storage.
  - Work table.
  - Bulletin board.
  - Running water.
  - Desk and chair.
  - Separate power supply.
  - Incidental spoons, trowels, pans, pails.
- (7) Diamond saw for cutting cores.
- (8) Diamond core drill minimum 3 inch (75 mm).
- (9) Oven, 347°F (175°C) minimum, sensitive plus 5°F (plus 2°C).
- (10) USA Standard Series Sieves for coarse and fine aggregate with appropriate shakers (12 inch (300 mm) recommended).
- (11) Personal Computer capable of running the latest version of Department Superpave software, creating an electronic copy of the data, and printing to a Color Printer.

c. QC Testing Plan:

- (1) The testing plan shall provide that the samples be collected in accordance with the Department statistically based procedure of random sampling.
- (2) The Contractor may add any tests necessary to adequately control production.
- (3) All QC test results shall be reported on the latest version of the Department's provided Superpave software by the Contractor with a copy provided to the Engineer within 1 week after the tests are complete. Daily review by the Engineer shall be allowed. At the completion of the asphalt production, the Contractor shall submit to the Department a final copy of the Superpave test results on electronic recording media (CD, e-mail, flash drive, etc.).

d. Corrective Action Requirements:

- (1) The Contractor shall establish and utilize QC charts for individual QC tests. The requirements for corrective action shall be linked to the control charts.
- (2) The Contractor's QC Program shall detail how the results of QC inspections and tests will be used to determine the need for corrective action.

- (3) (i) A clear set of rules to determine when a process is out of control and the type of correction to be taken to regain process control will be provided.
- (ii) As a minimum, the plan shall address the corrective actions that will be taken when measurements of the following items or conditions relating to the mixture approach the specification limits:
  - (I) Plant produced mix gradations at laydown (See gradation tolerances).
  - (II) Binder content.
  - (III) Air voids.
  - (IV) VMA (mix design only).
  - (V) VFA (mix design only).
  - (VI) FAA AASHTO T 304.  
CAA ASTM D 5821.
  - (VII) Dust to Binder Ratio.
  - (VIII) Density.
  - (IX) Contaminates.
- (iii) Corrective actions that will be taken when the following conditions occur:
  - (I) Rutting.
  - (II) Segregation.
  - (III) Surface voids.
  - (IV) Tearing.
  - (V) Irregular surface.
  - (VI) Low Density.

**1028.02 – Material Characteristics**

1. The type of PG Binder will be 67-34 for SPR Asphaltic Concrete. No direct payment will be made for PG Binder. Binder cost will be subsidiary to 9" A.C., Type SPR.
2. Recycled Asphalt Pavement:
  - a. The Contractor may submit to the State a proposal to supplement the virgin aggregates of the asphaltic concrete mix with a Contractor's specified percentage of Recycled Asphaltic Pavement (RAP). The Contractor is responsible for investigating and maintaining the quality and verifying the quantity of the RAP material.
  - b. In recycled asphaltic concrete mixtures, the allowable percent of RAP will be as shown in Table 1028.01.

**Table 1028.01**

Asphaltic Concrete Type	Percent, RAP	
	Minimum	Maximum
SPS	0	50
SPR	0	50
SPH	0	25

3. Aggregates:

- a. Aggregates for use in superpave asphaltic concrete shall be tested on an individual basis.
- b. With the exception of Asphaltic Concrete Type SPS the blended mineral aggregate shall not contain more than 80% limestone on the final surface lift of asphaltic concrete.
- c. Asphaltic Concrete Type SPR may contain a total maximum of 10% of the virgin material that is composed of natural, uncrushed aggregate by manmade methods commonly known as but not limited to: 47B gravel, 2A gravel, gravel surfacing, sluice sand, blow sand, waste sand, fill sand, road gravel, roofing gravel, hot mix sand or gravel, coarse sand, fine sand, plaster sand, masonry sand, pit run sand or gravel. Additionally chat or coal sand will not be allowed. For clarification on any proposed gravel, contact the Department Flexible Pavement Engineer.
- d. Chat or coal sand will not be allowed in any mix.
- e. Crushed rock material for use in asphaltic concrete, ¼ inch (6.35 mm) and smaller, screenings and manufactured sand shall have a Sodium Sulfate loss of not more than 12% by mass at the end of 5 cycles. Sampling size and frequency shall adhere to the current Department Materials Sampling Guide.
- f. Quartzite and granite shall conform to the requirements of Subsection 1033.02, Paragraph 4, a. (8). Sampling size and frequency shall adhere to the current Department Materials Sampling Guide.
- g. Crushed rock (Limestone) and Dolomite shall conform to the requirements of Paragraph 4.a. (4), (5) and (6) of Subsection 1033.02 of the Standard Specifications. Sampling size and frequency shall adhere to the current Department Materials Sampling Guide.
- h. Soundness tests shall not be required for fine sand.
- i. Once the satisfactory quality of aggregates from a source has been established, sufficient additional soundness tests will be performed to insure the continued satisfactory quality of the material, as determined by the Materials Sampling Guide.
- j. The coarse aggregate angularity value of the blended aggregate material shall meet or exceed the minimum values for the appropriate asphaltic concrete type as shown in Table 1028.02. If the coarse portion of the blend is all ledge rock the CAA tests may be waived.

**Table 1028.02  
 Coarse Aggregate Angularity  
 (ASTM D 5821)**

Asphaltic Concrete Type	CAA (minimum)
SPS	----
SPR	83
SPH	95/90*

\* Denotes two faced crushed requirements

- k. The fine aggregate angularity value of the blended aggregate material shall meet or exceed the minimum values for the appropriate asphaltic concrete type as shown in Table 1028.03.

- i. The specific gravity for calculation of the Fine Aggregate Angularity (FAA) shall be determined on a washed combined aggregate sample of the material passing the No. 8 (2.36 mm) sieve and retained on the No. 100 (150  $\mu$ m) sieve. The Contractor will determine the specific gravity to be used in the calculation of FAA mixture design value(s) and, if verified by the Department Aggregate Laboratory, this same value can be used throughout production. The verification value determined by the Department Aggregate Laboratory will be on a combined aggregate sample supplied by the Contractor that is representative of the material proposed or being used during production. The specific gravity to be used throughout production to calculate FAA values will be the Contractor's verified value or the Department determined value (whenever verification is not made) and will be noted on the Mix Design. Changes in aggregate percentages during production may require determination of a revised specific gravity for FAA.

**Table 1028.03**  
**Fine Aggregate Angularity**  
**(AASHTO T 304 Method A)**

<b>Asphaltic Concrete Type</b>	<b>FAA (minimum)</b>
SPS	----
SPR	43.0
SPH	45.0

- m. The coarse aggregate shall not contain flat and elongated particles exceeding the maximum value for the appropriate asphaltic concrete type category shown in these provisions according to Table 1028.04.

**Table 1028.04**  
**Flat and Elongated Particles\***  
**(ASTM D 4791)**

<b>Asphaltic Concrete Type</b>	<b>Percent, Maximum</b>
SPS	25
SPR	10
SPH	10

\* Criterion based on a 5:1 maximum to minimum ratio.

- n. The sand equivalent of the blended aggregate material from the fine and coarse aggregates shall meet or exceed the minimum values for the appropriate asphaltic concrete type shown in these provisions according to Table 1028.05.

**Table 1028.05**  
**Sand Equivalent Criteria**  
**(AASHTO T 176)**

<b>Asphaltic Concrete Type</b>	<b>Sand Equivalent, Minimum</b>
SPS	30
SPR	45
SPH	45

- o. Dust to binder ratio is the ratio of the percentage by weight of aggregate finer than the No. 200 (75 µm) sieve to the asphalt content expressed as a percent by weight of total mix. The dust to binder ratio shall be within 0.70 and 1.70.
- p. The blended aggregate shall conform to the gradation requirements specified in Table 1028.06 and Table 1028.07 for the appropriate nominal size.

**Table 1028.06**  
**Gradation Control Points for 0.75 Inch (19 mm) and 0.5 Inch (12.5 mm) Nominal Size**

English Sieve (Metric)	0.75 Inch (19 mm) Control Points (percent passing)		0.5 Inch (12.5 mm) Control Points (percent passing)	
	Minimum	Maximum	Minimum	Maximum
¾ inch (19 mm)	100.0		100.0	
½ inch (12.5 mm)	90.0	100.0	90.0	100.0
⅜ inch (9.5 mm)		90.0		90.0
No. 8 (2.36 mm)	23.0	49.0	28.0	58.0
No. 16 (1.18 mm)				
No. 30 (600 µm)				
No. 50 (300 µm)				
No. 200 (75 µm)	2.0	8.0	2.0	10.0

**Table 1028.07**  
**Gradation Control Points for 0.375 Inch (9.5 mm) Nominal Size and SPR**

English Sieve (Metric)	0.375 Inch (9.5 mm) Control Points (percent passing)		SPR Control Points (percent passing)		SPR (Fine) Control Points (percent passing)	
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
¾ inch (19 mm)			98.0	100.0		
½ inch (12.5 mm)	100.0					
⅜ inch (9.5 mm)	90.0	100.0	81.0	89.0	81.0	96.0
No. 4 (4.75 mm)		90.0				
No. 8 (2.36 mm)	32.0	67.0	46.0	56.0	46.0	56.0
No. 16 (1.18 mm)						
No. 30 (600 µm)						
No. 50 (300 µm)			12.0	21.0	12.0	21.0
No. 200 (75 µm)	2.0	10.0	4.0	9.0	4.0	9.0

- q. The combined mineral aggregate for Asphaltic Concrete, Type SPS, shall be an aggregate or a combination of aggregates, and mineral filler if needed that conforms to the gradation requirements specified in Table 1028.08.

**Table 1028.08**  
**Gradation Control Points for Type SPS**

English Sieve (Metric)	Control Points (percent passing)	
	Minimum	Maximum
1 inch (25 mm)	100.0	
¾ inch (19 mm)	94.0	100.0
½ inch (12.5 mm)	81.0	100.0
No. 4 (4.75 mm)	70.0	90.0
No. 8 (2.36 mm)	42.0	70.0
No. 16 (1.18 mm)	29.0	43.0
No. 30 (600 µm)	19.0	34.0
No. 50 (300 µm)	11.0	20.0
No. 200 (75 µm)	2.0	10.0

**1028.03 – Acceptance Requirements**

1. Mix Criteria:
  - a. The target value for the air voids of the SPH Asphaltic Concrete shall be 4% (± 1%) at the Ndes number of gyrations. For Type SPS Asphaltic Concrete the air voids at Ndes shall be a minimum of 1.5% with a maximum of 5.0%. For Type SPR Asphaltic Concrete the air voids shall be 3% (± 1%) at the Ndes number of gyrations.
  - b. The design criteria for each mixture shall be determined from Tables 1028.10, 1028.11, and 1028.12.

**Table 1028.10**  
**Gyratory Compaction Effort**  
**(Average Design High Air Temperature <39 Degrees C)**

Asphaltic Concrete Type	Nini	Ndes	Nmax
SPS	6	40	62
SPR	7	65	100
SPH	8	95	150

**Table 1028.11**  
**Gyratory Compaction Temperatures**

Mix Type	% RAP	Compaction Temp °F
SPS	0-25	270 ± 5
	26-50	280 ± 5
SPR	0-35	280 ± 5
	36-50	290 ± 5
SPH	0-25	300 ± 5

**Table 1028.12  
 Minimum Binder Content**

<b>Mix Type (Metric)</b>	<b>Minimum Binder Content, Percent</b>
SPS	4.8
SPR	5.0
3/8 inch (9.5 mm)	5.5
1/2 inch (12.5 mm)	5.1
3/4 inch (19 mm)	5.0

2. The Contractor shall make Mix adjustments when:
  - a. The mix does not meet the current approved JMF or any other requirements of the contract.
  - b. Surface voids create a surface or texture that does not meet the criteria of Sections 502 and 503 in these Standard Specifications
  - c. Rutting occurs.
3. The Contractor shall inform the Engineer when changes in mixture properties or materials used occur for any reason. Changes such as, but not limited to, types or sources of aggregates or changes in grades, sources, properties or modification procedures (if modified) of PG Binders. The Department may require a new job mix formula, mix design and moisture sensitivity test. The new proposed job mix formula shall be in accordance with the requirements as stated above.
4. Mix adjustments at the plant are authorized within the limits shown in Table 1028.13 as follows:
  - a. The adjustment must produce a mix with the percent air voids and all other properties as stated in these Specifications.
  - b. All adjustments must be reported to the Engineer.
  - c. The adjustment values in Table 1028.13 will be the tolerances allowed for adjustments from the Department verified mix design "Combined Gradation" target values which resulted from production or mix design adjustments, but cannot deviate from Superpave gradation criteria. Mix adjustments for individual aggregates, including RAP, greater than 25% of the original verified mix design proportion or greater than 5% change in the original verified mix design percentage, whichever is greater, may require the Contractor to submit a new mix design, as determined by the Engineer. The Contractor is responsible for requesting new mix design targets as they approach these tolerances, failure to do so may result in a suspension of operations until a new mix design is approved.

**Table 1028.13**

<b>Aggregate Adjustments</b>	
<b>Sieve Size</b>	<b>Adjustments</b>
1 inch (25 mm), 3/4 inch (19 mm), 1/2 inch (12.5 mm), 3/8 inch (9.5 mm), No. 4 (4.75 mm)	± 6%
No. 8 (2.36 mm), No. 16 (1.18 mm), No. 30 (600 µm), No. 50 (300 µm)	± 5%
No. 200 (75 µm)	± 2%



5. Sampling and Testing:

- a. The Contractor shall take samples at frequencies identified by the Engineer, according to the Department statistically based procedure. The samples shall be approximately 75 Lbs. (34 kg) and split according to AASHTO T 248 to create a companion sample. This sample splitting can be either at: 1) the sampling location, with the Department taking custody of their sample at that time or 2) after being transported to the test facility in an insulated container, with the Department taking custody of their sample at that time as determined by the Engineer. The details of sampling, location, splitting etc. shall be determined at the pre-construction conference.
- b. All samples transported to the test facility and companion samples within the Lot shall be identified by attaching or faxing the lab calculation sheet from the latest version of the superpave software, stored, and retained by the Contractor until the Department has completed the verification testing process. Transporting of all samples will be under the observation of the Department.
- c.
  - (1) The sample shall be taken from the roadway, behind the paver before compaction or from the windrow.
  - (2) At least one QC sample shall be tested for every 750 tons (680 Mg) of plant produced mix.
    - (i) If, at the completion of the project, the final lot consists of less than 3,750 tons (3,400 Mg) of asphaltic concrete, 1 sample for each 750 tons (680 Mg) or fraction thereof shall be taken and tested.
  - (3) Additional sampling and testing for the Contractor's information and quality control may be performed at the Contractor's discretion. Any additional testing will not be used in pay factor determination.
  - (4)
    - (i) When cold feed samples are being taken, the acquisition shall be timed such that the material in the sample represents, as close as possible, the same material in the sample taken behind the paver. If cold feeds are sampled and tested by Contractor, a split of that sample must be submitted with the hot mix subplot sample. The Contractor will be notified what subplot (a minimum of 1 subplot per lot) sample must be tested for FAA and CAA from the blended cold feed material according to the Department random sampling schedule. All other FAA and CAA subplot samples may be taken from the randomly selected portion of the blended cold feed material or obtained from the random samples taken behind the paver. Samples shall be taken under the observation of Department and split according to AASHTO T 248, with the Department taking custody of their sample at that time.
    - (ii) For projects using RAP material the FAA shall be established as follows: A RAP sample will be processed through an ignition oven and then combined with the proportioned amount of virgin aggregate defined by the mix design and then proceeding with FAA and CAA testing.
- d. The sample shall be compacted immediately while still hot (additional heating may be required to raise the temperature of the sample to compaction temperature).
- e. Each production sample shall be tested as follows:
  - (1) Bulk Specific Gravity (G<sub>mb</sub>) shall be determined for each specimen in accordance with AASHTO T 166 Bulk Specific Gravity of Compacted Bituminous Mixtures Using Saturated Surface Dry Specimens. One specimen shall be compacted for each production sample.
  - (2) One Theoretical Maximum Specific Gravity (G<sub>mm</sub>) test for each production sample of un-compacted mixture shall be determined in accordance with AASTHO T 209 Procedure 9.5.1. Weight in Water - Maximum Specific Gravity of Bituminous Paving Mixtures.
  - (3)
    - (i) The Blended Aggregate Bulk Specific Gravity (G<sub>sb</sub>) shall be 2.585 for information only for all mixes.
    - (ii) FAA - AASHTO T 304 Method A. The pour time of the test sample into the funnel shall be completed in 5±1 seconds.
    - (iii) CAA - ASTM 5821. For SPR mixes, CAA testing and results are only required on the cold feed verification test for the lot.

- (4) The laboratory air voids shall be determined in accordance with the following:

**Table 1 028.14**

$\text{Gmb}(\text{corr})@N_{any} = \text{Gmb}(\text{meas})@N_{max} \times (\text{height}@N_{max} + \text{height}@N_{any})$ $\%Gmm(\text{corr})@N_{any} = 100 \times (\text{Gmb}(\text{corr})@N_{any} \div \text{Gmm}(\text{meas}))$ $\% \text{ Air Voids}@N_{any} = 100 - \%Gmm(\text{corr})@N_{any}$ $\text{VMA}@N_{des} = 100 - (\text{Gmb}(\text{corr})@N_{des} \times P_s \div G_{sb})$ $\text{VFA}@N_{des} = 100 \times ((\text{VMA}@N_{des} - \% \text{ Air Voids}@N_{des}) \div \text{VMA}@N_{des})$ $\text{Measured} = (\text{meas})$ $\text{Corrected} = (\text{corr})$
--

- (5) (i) The percent of PG Binder shall be determined for each QC test. The percent of PG Binder will be computed by ignition oven results.
- (ii) The gradations shall be determined for each QC test using AASHTO T 30.
- (6) Except as noted in this Subsection, all sampling and testing shall be done as prescribed in the Department Materials Sampling Guide and Standard Method of Tests.
- f. Testing Documentation:
- (1) All test results and calculations shall be recorded and documented on data sheets using the latest version of Department provided "Superpave" software. A copy containing complete project documentation will be provided to the Department at the completion of asphalt production.
- g. Superpave Software:
- (1) QC charts from the software shall be made available for review by the Engineer at any time.
- (2) As a minimum, the following values shall be reported on Department provided software:
- (i) Laboratory Gyratory density.
- (ii) Ignition oven or cold feed aggregate gradations for all Superpave sieves will be reported.
- (iii) PG Binder content shall be plotted to the nearest 0.01% by ignition oven results in accordance with AASHTO T 308.
- (iv) The theoretical maximum specific gravity (Rice) to the nearest 0.001% will be reported.
- (v) Laboratory Gyratory air voids at Ndes shall be plotted to nearest 0.1%. Laboratory Gyratory air voids, at Nini, Ndes and Nmax shall be reported to nearest 0.1%.
- (vi) FAA and CAA of the asphaltic concrete for both cold feed and ignition oven samples will be reported to the nearest 0.1% for FAA and 1% for CAA. A minimum of one subplot FAA and CAA cold feed sample per lot will be tested and recorded on Department provided software.
- (vii) VMA content shall be plotted to nearest 0.1% and VFA shall be reported to the nearest 0.1%.
- (viii) Dust to Binder ratio to the nearest 0.01% will be reported.

6. Verification Sampling and Testing:

- a. The Department will select and test at random one of the subplot samples (750 tons, 680 Mg) within a Lot (3750 tons, 3400 Mg) for verification and report results.
- b. The results of Contractor QC testing will be verified by the Department's verification tests. Any samples outside of the tolerances in Table 1028.15 and 1028.16 will result in an Independent Assurance (IA) review of testing and may result in the Department test results being applied.
  - (1) On any given Lot, if the results of Air Void verification testing and its companion QC testing are within 1.0% air voids, the Air Void verification for the entire Lot is complete and the Contractor test results will be used to determine the pay factors. If the Air Void verification test results and the companion QC test results are outside the above tolerance, the results from the verification test will be used to determine the pay factor for that subplot. Any or all of the remaining four Department subplot samples may be tested and the Department subplot test results may be applied to the respective sublots and the resulting pay factors will apply.
  - (2) On any given Lot, if the results of the FAA verification testing and its companion QC testing are within 0.5 percent, the FAA verification for the entire Lot is complete and the Contractor test results will be used to determine the pay factor. If the FAA verification test results and the companion QC test results are outside the above tolerance, the results from the verification test will be used to determine the pay factor for that subplot. Any or all of the remaining four Department subplot samples may be tested and the Department subplot test results may be applied to the respective sublots and the resulting pay factors will apply.
- c. When verification test are within testing tolerance but results show a consistent pattern of deviation from the QC results, the Engineer may cease production and/or request additional verification testing or initiate a complete IA review.

**Table 1028.15  
 Asphaltic Concrete Testing Tolerances**

Test	Tolerance
Asphaltic Content by Ignition Oven	0.5%
Gyratory Density	0.020
Maximum Specific Gravity	0.015
Bulk Dry Specific Gravity (Gsb)	0.020
FAA	0.5%
CAA	10%
Field Core Density	0.020
Air Voids	1.0%

**Table 1028.16  
 Blended Aggregate Gradation  
 Testing Tolerances**

Sieve Size	Tolerance
¾ inch (19 mm), ½ inch (12.5 mm), ⅜ inch (9.5 mm), No. 4 (12.5 mm), No. 8 (2.36 mm)	5%
No. 16 (1.18 mm), No. 30 (600 µm), No. 50 (300 µm)	4%
No. 200 (75 µm)	2%

- d. Independent Assurance (IA) Review of Testing:
  - (1) The Contractor shall allow the Department personnel access to their laboratory to conduct IA review of technician testing procedures and apparatus. Any deficiencies discovered in testing procedures will be reported by the Department and corrected by the Contractor.
  - (2) During IA review, the Department personnel and the Contractor will split a sample for the purpose of IA testing. The samples selected will be tested in the Department Branch Laboratory. Any IA test results found to be outside of defined testing tolerances above will be reported. The Contractor shall verify the testing apparatus and make corrections if the apparatus is out of tolerance.
  - (3) See Section 28 of the Materials Sample Guide for more information on IA testing.
- e. If the project personnel and the Contractor cannot reach agreement on the accuracy of the test results, the Department will be asked to resolve the dispute, which will be final. It is the Contractor's responsibility to obtain a large enough sample size for any referee testing (a total sample size of 6000 grams, to be retained by the Department after splitting, is recommended for FAA testing). All dispute resolutions will be in accordance with the Quality Assurance Program requirements in the NDOR Materials Sampling Guide.

7. Production Tolerances, Acceptance, and Pay Factors

**Table 1028.17  
 Production Tolerances\***

Test	Allowable Deviation from Specification
<i>Dust to Asphalt Ratio</i>	None
<i>Coarse Aggregate Angularity</i>	- 5% below Min.
<i>Fine Aggregate Angularity for SPR Only</i>	- 0.2% below Min. for cold feed - 0.5% below Min. for ignition oven
<i>Fine Aggregate Angularity for all other mixes</i>	- 0.5% below Min. for cold feed - 1.0% below Min. for ignition oven
Minimum Binder Content	None

\* These tolerances are applied to the mix design specification values, not the submitted mix design targets.

- a. The Contractor shall notify the Engineer whenever a test result approaches the Specification limits.
- b. When any single test result for FAA testing falls outside the allowable production tolerances in Table 1028.17, the material represented by this test will be accepted with a penalty as shown in Table 1028.18 or rejected, as determined by the Engineer. For all other tests, when any single test result, on the same mix property, from two consecutive QC samples fall outside the allowable production tolerances in Table 1028.17, the material represented by these tests will be accepted with a 20% penalty or rejected, as determined by the Engineer.

**Table 1028.18  
 FAA Penalty Scale**

Percentage outside of allowable deviation given in Table 1028.17	Penalty for SPR	Penalty for SPH
0.1%	20% or reject	5% or reject
0.2%	20% or reject	10% or reject
0.3%	20% or reject	15% or reject
0.4% or greater	20% or reject	20% or reject

- c. The Contractor shall assume the responsibility to cease operations when specifications are not being met.
- d. Acceptance and pay factors for Asphaltic Concrete Type SPS will be based on compacted in place average density.

- e. For each subplot of Asphaltic Concrete Type SPR and SPH, the asphaltic concrete unit price is a product of all applicable pay factors for the item "Asphaltic Concrete, Type \_\_\_\_\_". Included in a subplot, following approval of the control strips, may be any roadway Asphaltic Concrete Type SPR or SPH which is produced, sampled and tested and approved by the Engineer for use as Patching, State Maintenance Patching, and Asphalt for Intersections and Driveways on project shall be eligible for inclusion in subplot(s) tonnage pay factor determination using the roadway Asphaltic Concrete Type \_\_\_\_\_ unit price. When a control strip is not constructed, the pay factor for the running average of four air voids shall be fixed at 1.0 for the first three asphaltic concrete sublots.
- (1) When there is a production tolerance pay factor penalty as stated in Paragraph 7.b. Subsection 1028.03 this penalty percentage will be entered in the Superpave Asphalt Pay Factor Summary under production specifications for each subplot affected. These individual pay factors will then be multiplied by each other to determine a total pay factor for each subplot [(750 tons) (680 Mg)].
- f. The pay factors for the single test air voids and moving average of four air voids pay factors will be determined in accordance with Table 1028.19.

**Table 1028.19**  
**Acceptance Schedule**  
**Air Voids -  $N_{des}$**

Air Voids Test Results for Asphaltic Concrete Type SPR	Air Voids Test Results for SPH Asphaltic Concrete	Pay Factor	
		Moving Average of Four	Single Test
Less than 0.5%	Less than 1.5%	50% or Reject	50% or Reject
0.5% to 0.9%	1.5% to 1.9%	50% or Reject	50%
1.0% to 1.4%	2.0% to 2.4%	50% or Reject	95%
1.5% to 1.9%	2.5% to 2.9%	90%	95%
2.0% to 2.4%	3.0% to 3.4%	100%	100%
2.5% to 3.5%	3.5% to 4.5%	100%	100%
3.6% to 4.0%	4.6% to 5.0%	100%	100%
4.1% to 4.5%	5.1% to 5.5%	95%	95%
4.6% to 5.0%	5.6% to 6.0%	90%	95%
5.1% to 5.5%	6.1% to 6.5%	50% or Reject	90%
5.6% to 6.0%	6.6% to 7.0%	50% or Reject	50%
6.1% and over	7.1% and over	50% or Reject	50% or Reject

8. Asphalt Concrete Density Samples:

a. The Contractor shall perform density tests under direct observation of Department personnel. The Contractor shall establish the method of testing in the preconstruction conference and shall test in accordance with the AASHTO T 166 or NDR T 587. The Contractor shall insure that the proper adjustment bias and/or correction factors are used and accessible to Department personnel along with all other inputs when NDR T 587 is selected. All correlation factors and test results shall be generated and reported on the Department Density spreadsheet. When AASHTO T 166 is being used, the Department will observe the Contractor taking, transporting, and testing the cores. The Department will take immediate custody of the cores at the completion of the testing. All disputed values determined using NDR T 587 will be resolved using AASHTO T 166.

b. The Contractor shall determine the density of samples by comparing the specific gravity of the core sample to the Maximum Specific Gravity (Rice) as follows:

$$\% \text{ Density} = \frac{\text{Specific Gravity of Core}}{\text{Maximum Mix Specific Gravity (Rice)}} \times 100$$

Where:

$$\text{Sp. Gr. of Core} = \frac{\text{Wt. of Core in Air}}{\text{Wt. of SD Core} - \text{Wt. of Core in Water}}$$

$$\text{Maximum Mix Specific Gravity (Rice)} = \frac{\text{Wt. of Mix in Air}}{\text{Wt. of Mix in Air} - \text{Wt. of Mix in Water}}$$

**Note:** The individual QC test value of the Maximum Mix Specific Gravity (Rice), determined by AASHTO T 209, will be used to calculate the density of each corresponding core.

c. The Contractor shall cut cores the first day of work following placement of the mixture. The core samples shall be a minimum of a 3 inch (75 mm) diameter.

d. Normally, 1 sample for determination of density will be taken from each subplot (750 tons) (680 Mg) at locations determined by the Engineer.

e. The average density of the lot shall be used to compute the pay factor for density. Exceptions to the sampling and testing of core samples for the determination of density are as follows:

- (1) When the nominal layer thickness is 1 inch (25 mm) or less, the sampling and testing of density for this layer will be waived.
- (2) When the average thickness of the 5 cores for a lot is 1 inch (25 mm) or less, the testing of density samples for this lot will be waived.
- (3) When the nominal layer thickness and the average of the original 5 cores for a lot are both more than 1 inch (25 mm), but some of the cores are less than 1 inch (25 mm) thick, additional cores shall be cut at randomly selected locations to provide 5 samples of more than 1 inch (25 mm) thickness for the determination of the pay factor for density.

- f. (1) If, at the completion of the project, the final lot consists of less than 3, 750 tons (3400 Mg) of asphaltic concrete, a minimum of 3 samples, or 1 sample for each 750 tons (680 Mg) or fraction thereof, whichever is greater, shall be taken and tested for density.
- (2) The test results shall be averaged and the density pay factor based on the values shown in Table 1028.20.
- (3) Should the average of less than 5 density tests indicate a pay factor less than 1.00, additional density samples to complete the set of five shall be taken at randomly selected locations and the density pay factor based on the average of the 5 tests.

**Table 1028.20**

<b>Acceptance Schedule Density of Compacted Asphaltic Concrete</b>	
<b>Average Density (5 Samples, Percent of Voidless Density)</b>	<b>Pay Factor</b>
Greater than 92.4	1.00
Greater than 91.9 to 92.4	0.95
Greater than 91.4 to 91.9	0.90
Greater than 90.9 to 91.4	0.85
Greater than 90.4 to 90.9	0.80
Greater than 89.9 to 90.4	0.70
98.9 or Less	0.40r Reject

- g. If requested by the Contractor, check tests for all density tests in the original set, taken no later than the working day following the receipt of all test results for the lot, will be allowed in lots with a density pay factor of less than 1.00. No re-rolling will be allowed in these lots. Locations for checks tests will be provided by the Engineer from the Random Sampling Schedule. The average density obtained by the check tests shall be used to establish the density pay actor for the lot.
- h. The locations of density samples are identified by the Random Sampling Schedule. When the random location is noted as zero or the lane width (i.e., zero or 12 ft. on a 12-foot lane), the core shall be cut with the outer edge of the core barrel no greater than 4 inches away (laterally) from the edge of the top of the mat for an unconfined edge or from the edge of the top of the hot mat (joint) for a confined edge. If using a nuclear gauge, the 4 inches would be measured to the edge of the gauge base. The percent density value at these edge-of-lane locations shall be adjusted upward by 2.5%, but to a value of no greater than 92.5%, and the resultant value used in determining the density pay factor. No initial value of 92.5 or greater shall be adjusted.

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 Control Devices and the 2007 English 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.

## 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.



Funding for the portion of Project No. 17-01; Asphalt Paving and Resurfacing 2017 Part III - Raymond Road (Raymond to N. 14th St.) from NW 40<sup>th</sup> Street to NW 48<sup>th</sup> Street depends upon payment from the Village of Raymond, Nebraska, to Lancaster County, in the amount of \$13,000.00 on or before June 1, 2017. Accordingly, the mutual performances related to the portion of Project No. 17-01; Asphalt Paving and Resurfacing 2017 Part III - Raymond Road (Raymond to N. 14th St.) from NW 40<sup>th</sup> Street to NW 48<sup>th</sup> Street will subject to the following express condition precedent in the contract resulting from this bid:

**Express Condition Precedent.** The obligation to perform any duties and the entitlement to exercise any powers provided for in this Agreement with respect to the portion of Project No. 17-01; Asphalt Paving and Resurfacing 2017 Part III - Raymond Road (Raymond to N. 14th St.) from NW 40<sup>th</sup> Street to NW 48<sup>th</sup> Street are subject to the following express condition precedent: in the event that the Village of Raymond, Nebraska ("Village") fails to furnish funds to Lancaster County in the amount of \$13,000.00 on or before the June 1, 2017, then neither party to this Agreement shall have any obligation to perform any of the duties, nor shall any party to this Agreement be entitled to exercise any of the powers, provided for in this Agreement with respect to the portion of Project No. 17-01; Asphalt Paving and Resurfacing 2017 Part III - Raymond Road (Raymond to N. 14th St.) from NW 40<sup>th</sup> Street to NW 48<sup>th</sup> Street. In the event of the nonoccurrence of the foregoing express condition precedent, which must be exactly fulfilled, this Agreement with respect to the portion of Project No. 17-01; Asphalt Paving and Resurfacing 2017 Part III - Raymond Road (Raymond to N. 14th St.) from NW 40<sup>th</sup> Street to NW 48<sup>th</sup> Street shall become a nullity and entirely void, and no legal relation shall arise between the parties. The foregoing express condition precedent may not be excused except by a separate written instrument adopted by a lawful action of the Lancaster County Board of County Commissioners.

**TYPES OF ASPHALTIC OIL TO BE USED**

TACK COAT SS-1, SS-1h, CSS-1 OR CSS-1h

**GRADE OF ASPHALT CEMENT TO BE USED**

AASHTO DESIGNATION MP1

**AC MIX TO BE USED**

NDOR "SPR" MIX

**ASPHALTIC CEMENT BINDER**

64-34

## **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 spread 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 \_\_\_\_\_

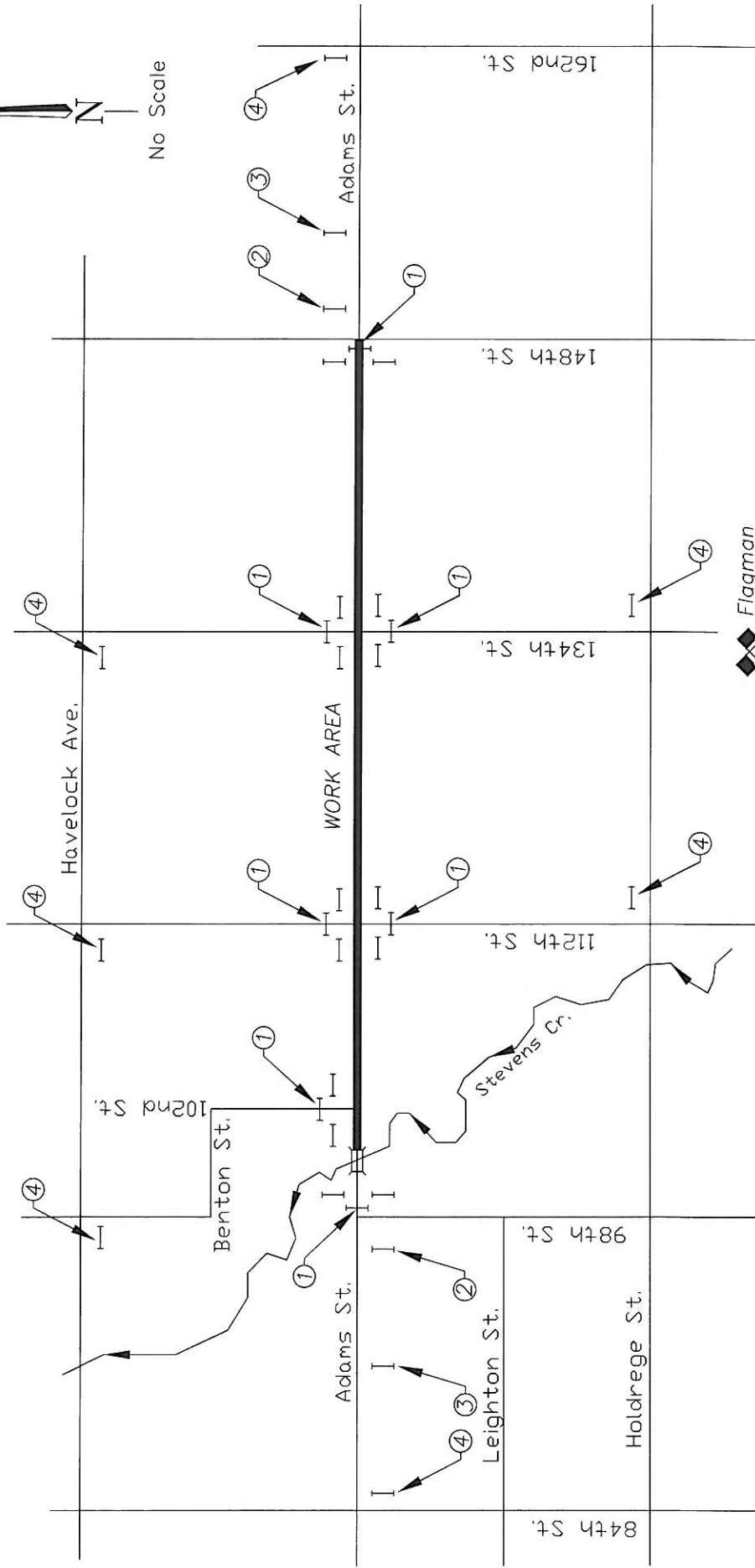
\*Nebraska State listed noxious weeds (see Gravel Pit Minimum Standards document)

\*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 - NINETEEN (19) REQUIRED \*\*\***

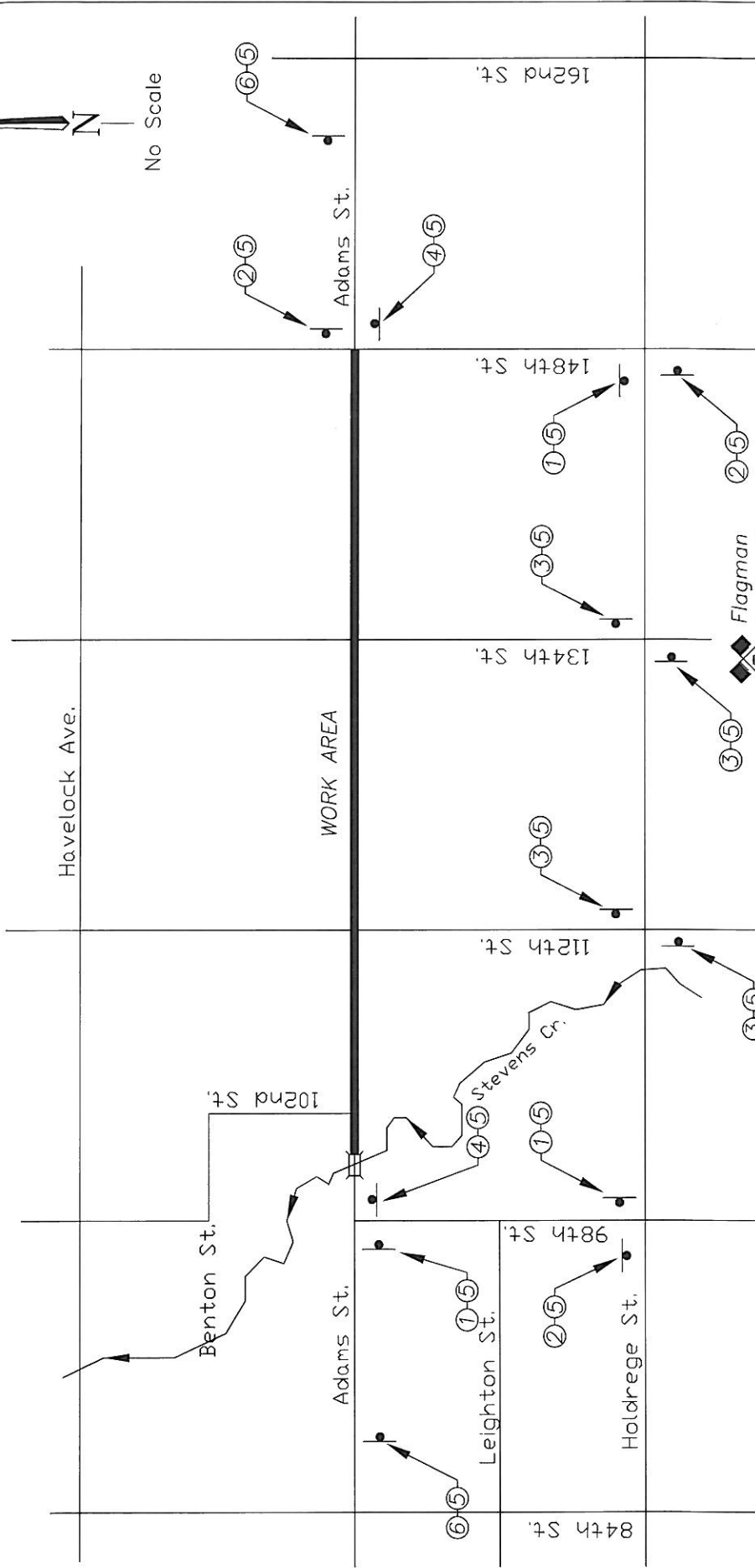
BARRICADE PLAN FOR  
 PROJECT NO. 17-01  
 ASPHALT PAVING & RESURFACING 2017  
 ADAMS STREET PAVING PORTION



- ① "Road Closed" - (R11-2)
- ② "Road Closed 500' - (W20-3b)
- ③ "Road Closed 1/2 Mile Ahead - (R11-3)  
Local Traffic Only"
- ④ "Road Closed 1 Mile Ahead" - (W20-3f)

- ◆ Flagman
- ◊ Traffic Drum
- 42" ReflectORIZED Cone
- ▬ Barricade, Type III; with Type "A" Light
- ▬ Barricade, Type II; with Type "A" Light
- ▬ Sign Stand or Sign Mounted on Wood Post
- ▬ Barricades, Type III 32 Barr.Day/Day
- ▬ Barricades, Type II 0 Barr.Day/Day
- ▬ Construction Signs 18 Sign Day/Day
- ▬ Non-Standard Signs 0 (No Pay Item)
- \* Non-Standard Signs Provided By County

DETOUR PLAN FOR  
 PROJECT NO. 17-01  
 ASPHALT PAVING & RESURFACING 2017  
 ADAMS STREET PAVING PORTION



- ① "Detour" (Right Arrow) - (M4-10R)
- ② "Detour" (Left Arrow) - (M4-10L)
- ③ "Detour" (Straight Arrow) - (M4-10)
- ④ "End Detour" - (M4-8A)
- ⑤ "Adams Street" - ( \*\* )
- ⑥ "Detour Ahead" - (W20-2A)

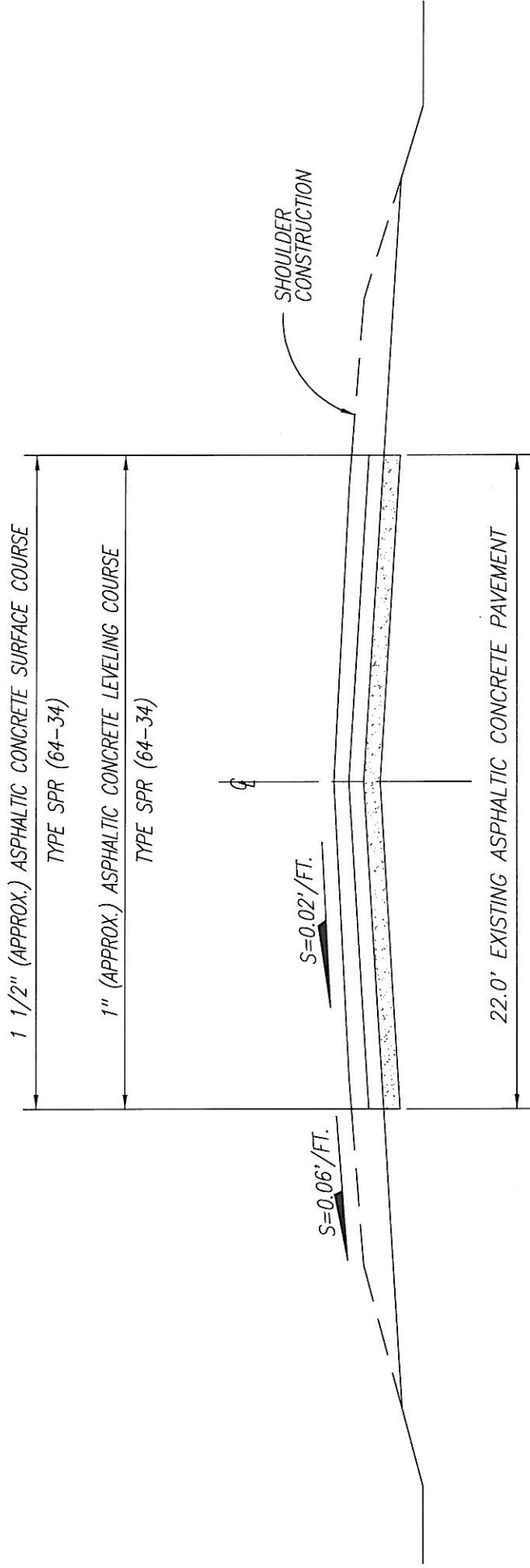
- Flagman
  - Traffic Drum
  - 42" ReflectORIZED Cone
  - Barricade, Type III; with Type "A" Light
  - Barricade, Type II; with Type "A" Light
  - Sign Stand or Sign Mounted on Wood Post
  - Barricades, Type III 0 Barr.Day/Day
  - Barricades, Type II 0 Barr.Day/Day
  - Construction Signs 14 Sign Day/Day
  - Non-Standard Signs 14 (No Pay Item)
- \*\* Non-Standard Signs Provided By County

# LANCASTER COUNTY

NEBRASKA

PROJECT NO. 17-01

## TYPICAL CROSS SECTION OF IMPROVEMENT FOR RESURFACING



### PART VIII - KENSINGTON ESTATES FIRST ADDITION

TACK COAT TO BE APPLIED PRIOR TO CONSTRUCTING THE LEVELING COURSE  
AND PRIOR TO THE SURFACE COURSE.

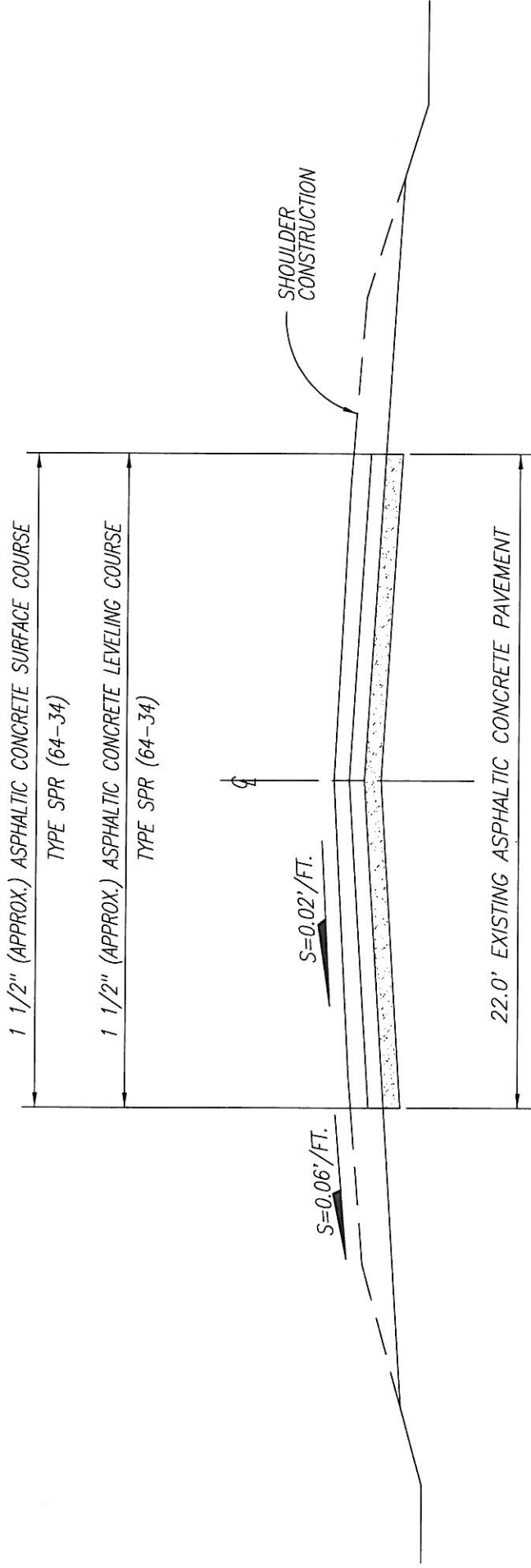


# LANCASTER COUNTY

NEBRASKA

PROJECT NO. 17-01

## TYPICAL CROSS SECTION OF IMPROVEMENT FOR RESURFACING



**PART II - W. DENTON RD. (VILLAGE OF DENTON EAST 2.0 MILES TO S.W. 56TH ST.)  
ALTERNATE PART X - S. 68TH ST. (CITY OF HICKMAN NORTH 1.3 MILES TO ROCA RD.)**

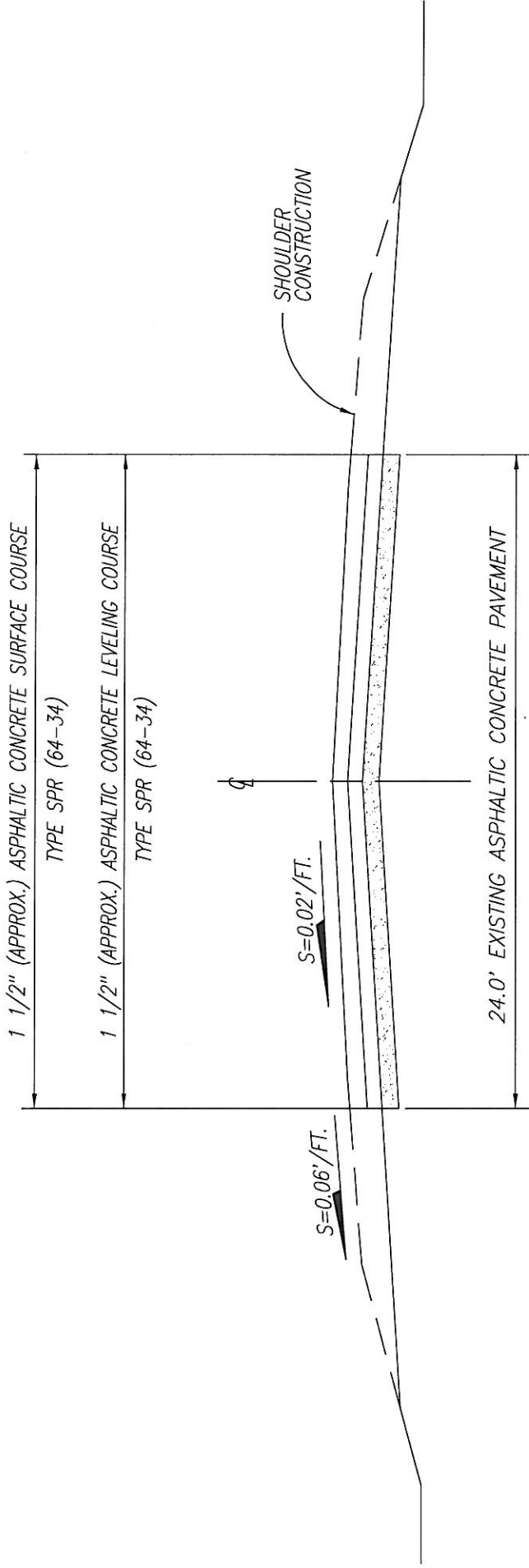
TACK COAT TO BE APPLIED PRIOR TO CONSTRUCTING THE LEVELING COURSE  
AND PRIOR TO THE SURFACE COURSE.

# LANCASTER COUNTY

## NEBRASKA

PROJECT NO. 17-01

### TYPICAL CROSS SECTION OF IMPROVEMENT FOR RESURFACING



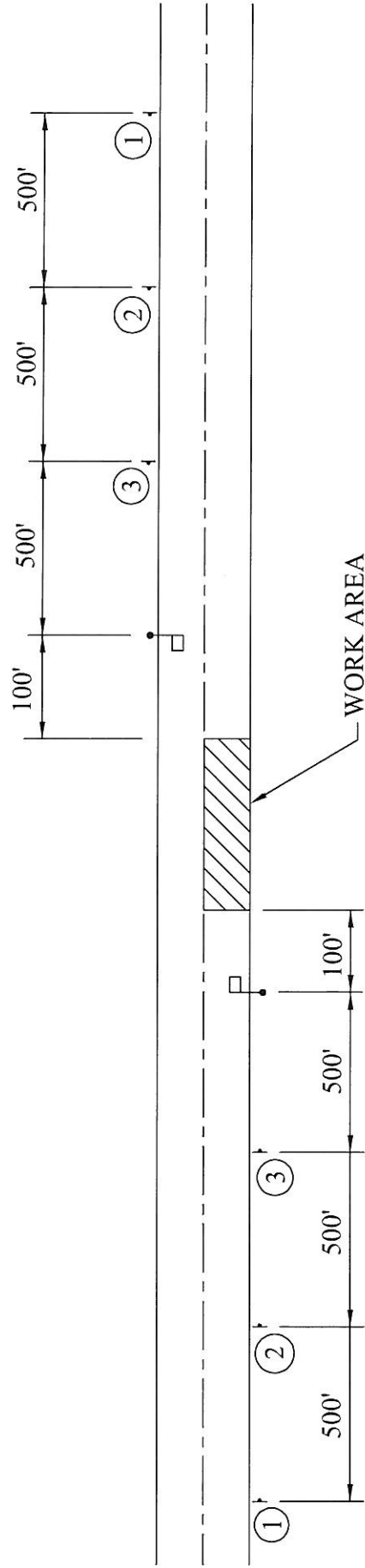
- PART I - N. 14TH ST. (RAYMOND RD. NORTH 4.0 MILES TO AGNEW RD.)
- PART III - RAYMOND RD. (VILLAGE OF RAYMOND EAST 4.5 MILES TO N. 14TH ST.)
- PART IV - VAN DORN ST. (S. 98TH ST. EAST 1.0 MILE TO S. 112TH ST.)
- PART V - ROCA RD (S. 54TH ST. EAST 1.0 MILE TO S. 68TH ST.)
- PART VI - HALLAM RD. (0.2 MILES WEST OF S.W. 72ND ST. EAST 0.6 MILES)
- PART VII - FOLSOM ST. (OLD CHENEY RD. NORTH 1.0 MILE TO PIONEERS BLVD.)
- ALTERNATE PART IX - WAVERLY RD. (HWY. 77 EAST 6.0 MILES TO N. 141ST ST.)
- ALTERNATE PART XI - N.W. 112TH ST. (HWY. 34 NORTH 1.7 MILES TO MALCOLM RD.)

TACK COAT TO BE APPLIED PRIOR TO CONSTRUCTING THE LEVELING COURSE AND PRIOR TO THE SURFACE COURSE.

# TRAFFIC CONTROL PLAN

## FOR LANE CLOSURE

### PROJECT NO. 17-01



### LEGEND

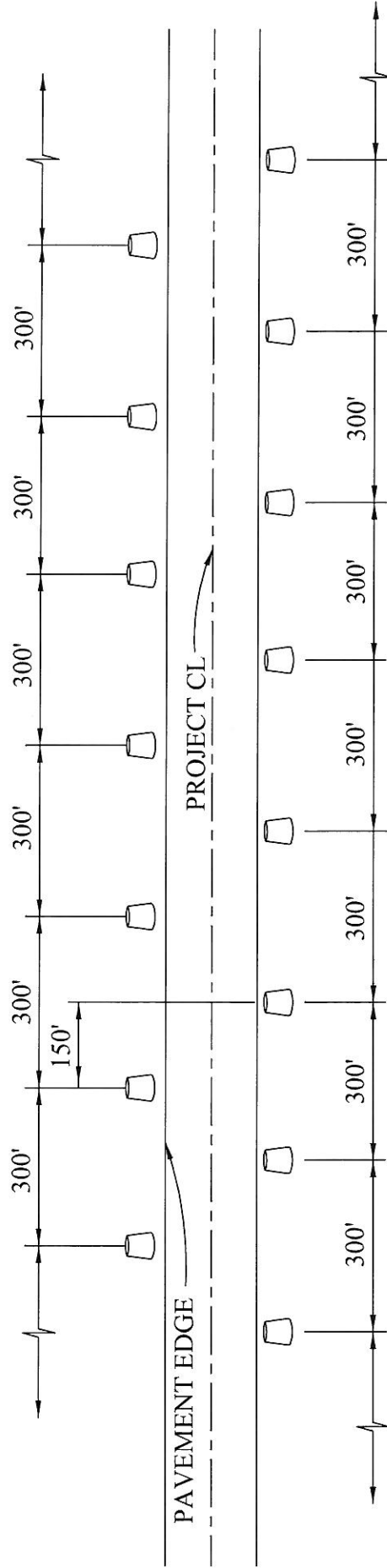
- ① One Lane Road Ahead (W20-4)
- ② Be Prepared To Stop (W20-8)
- ③ Advance Flagger Symbol (W20-7A)
- ⏏ Flagger
- ⏏ Sign mounted on portable stand

**NOTE:** Signs for lane closure to be covered or laid down when there is no construction activity.

# TRAFFIC CONE PLAN

FOR RESURFACING WORK

PROJECT NO. 17-01

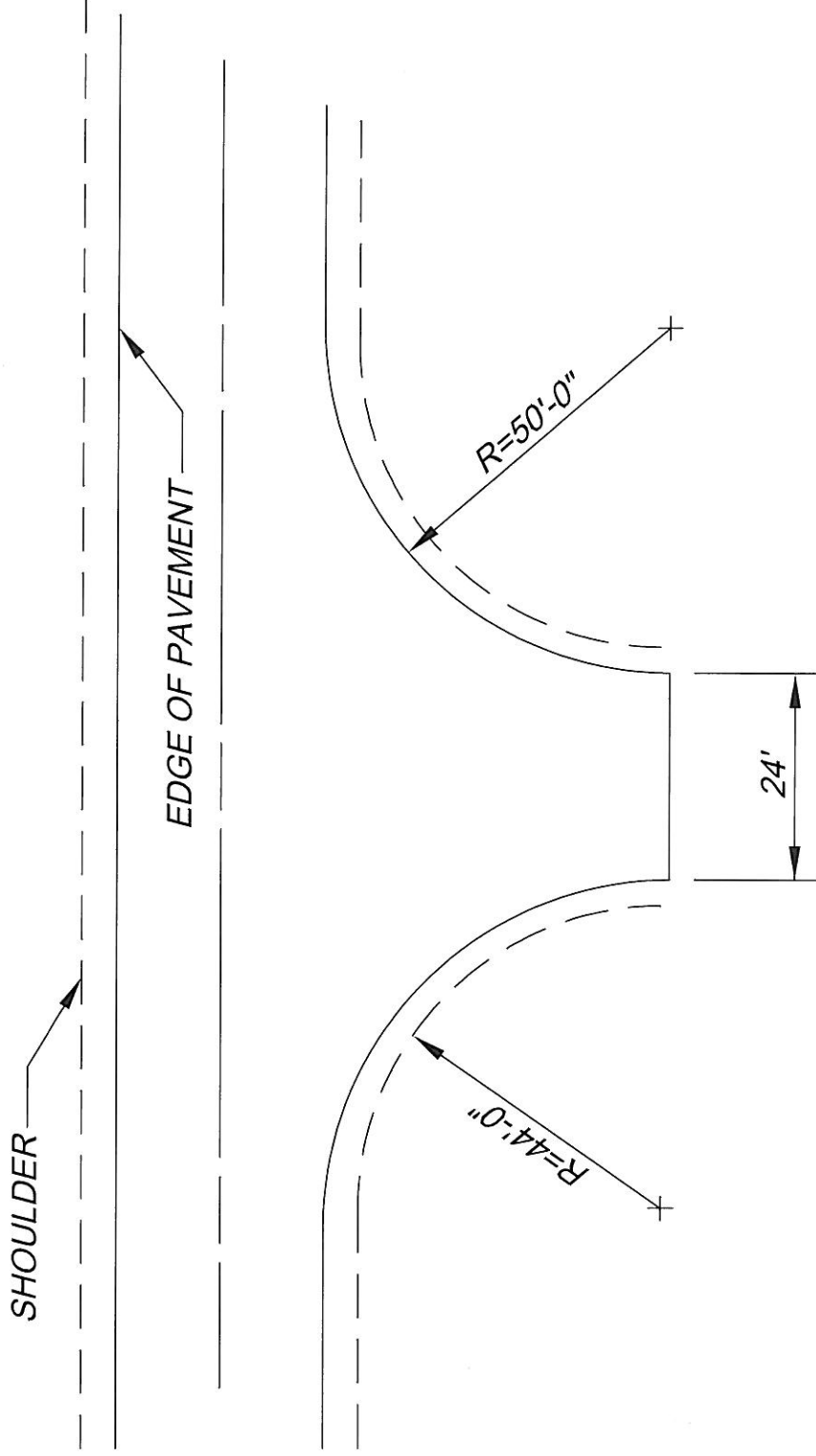


## LEGEND

 TRAFFIC GRABBER CONE

**NOTE:** TRAFFIC GRABBER CONES WILL BE PLACED AND MAINTAINED BY THE CONTRACTOR AS SOON AS "LAY DOWN" OPERATIONS COMMENCE AND WILL REMAIN IN PLACE UNTIL THE EARTH SHOULDERING HAS BEEN COMPLETED.

# INTERSECTION RETURN DETAIL



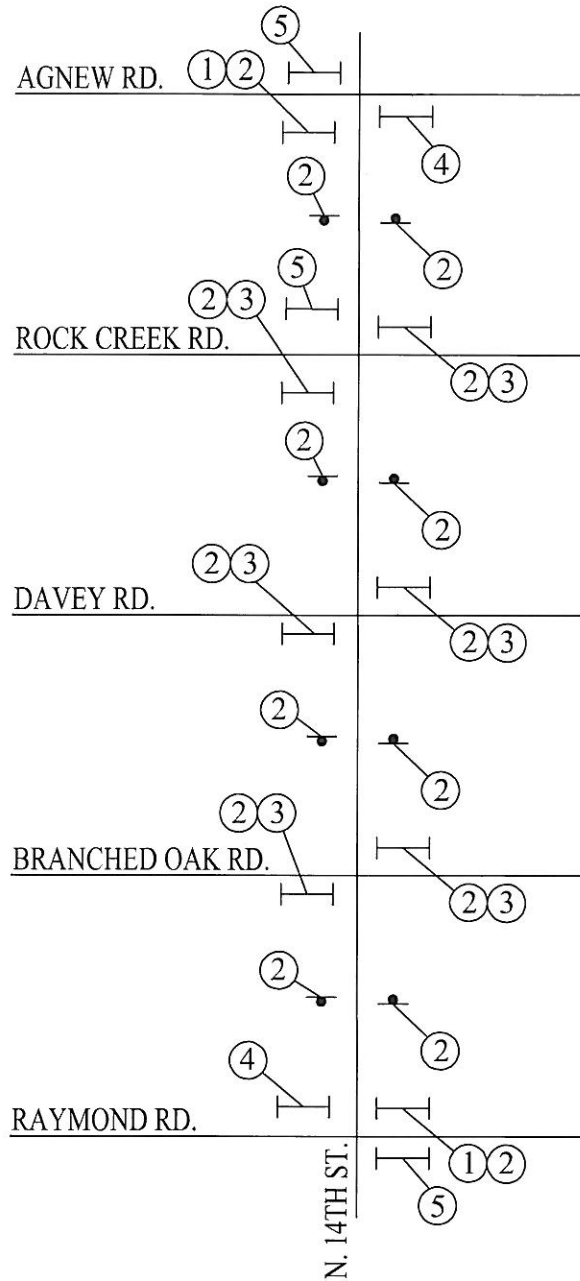
**8" PAVEMENT TO BE PLACED AS FOLLOWS:**

BOTTOM LIFT = 4" THICK

MIDDLE LIFT = 2" THICK

TOP LIFT = 2" THICK

# TRAFFIC CONTROL PLAN PROJECT NO. 17-01 PART I N. 14TH STREET (RAYMOND ROAD TO AGNEW ROAD) RESURFACING

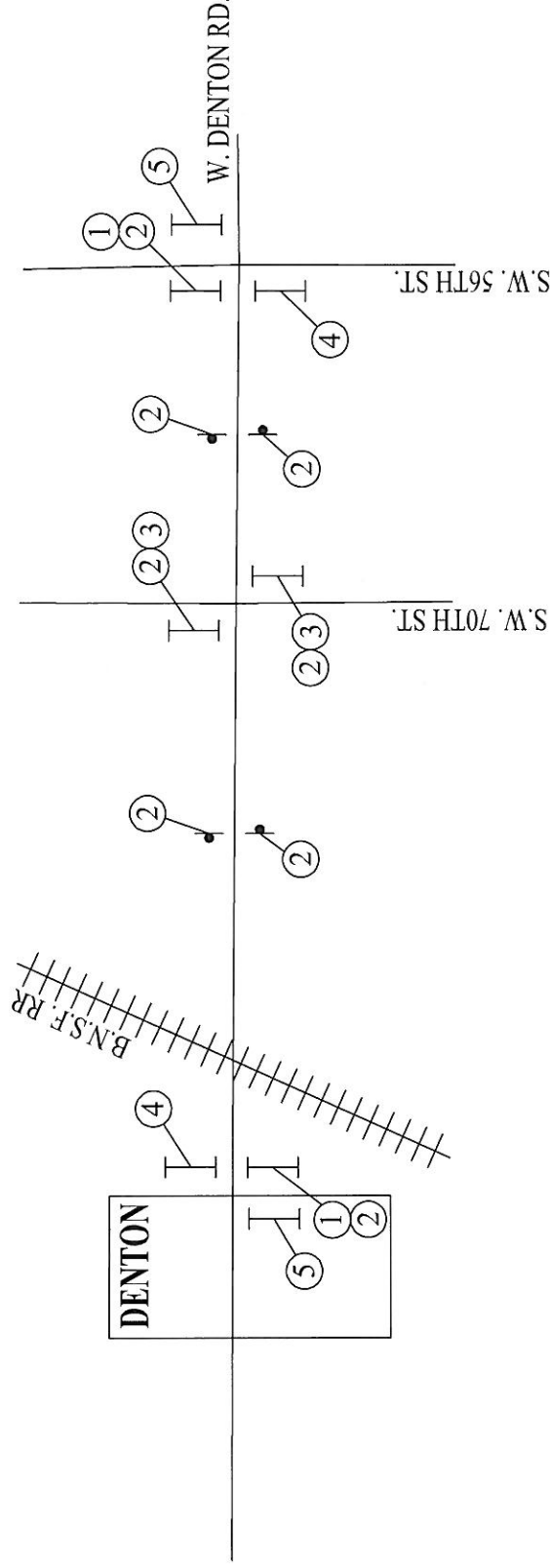


## LEGEND

- |                                    |   |
|------------------------------------|---|
| ① Road Work Next 4.0 Miles (G20-1) | ⑤ Road Work Ahead (W21-4)                       |
| ② Do Not Pass (R4-1)               | ⊥ Type III Barricade w/ Type 'A' Flashing Light |
| ③ Road Work (Furnished by County)  | • Sign mounted on post or stand                 |
| ④ End Road Work (G20-2A)           |   |

**Note:** See Lane Closure Plan for signing and flagging in advance of worksite. Place traffic cones along pavement edges as shown on traffic cone plan.

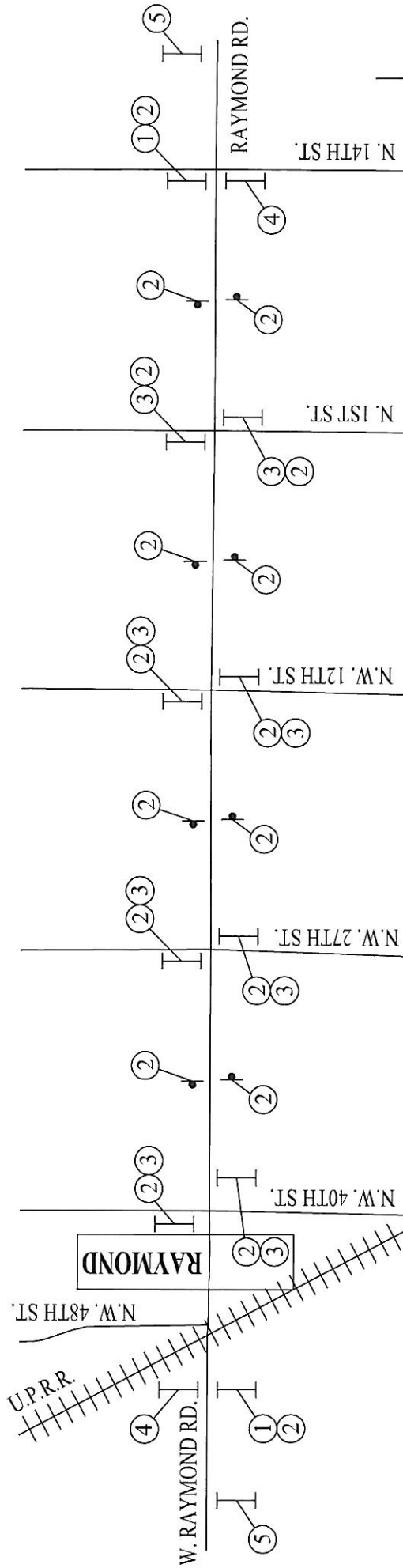
**TRAFFIC CONTROL PLAN  
PROJECT NO. 17-01  
PART II  
W. DENTON ROAD  
(VILLAGE OF DENTON TO S.W. 56TH STREET)  
RESURFACING**



**LEGEND**

- ① Road Work Next 2.5 Miles (G20-1)
  - ② Do Not Pass (R4-1)
  - ③ Road Work (Furnished by County)
  - ④ End Road Work (G20-2A)
  - ⑤ Road Work Ahead (W21-4)
  - Type III Barricade w/ Type 'A' Flashing Light
  - Sign mounted on post or stand
- Note:** See Lane Closure Plan for signing and flagging in advance of worksite. Place traffic cones along pavement edges as shown on traffic cone plan.

**TRAFFIC CONTROL PLAN**  
**PROJECT NO. 17-01**  
**PART III**  
**RAYMOND ROAD/W. RAYMOND ROAD**  
**(VILLAGE OF RAYMOND TO N. 14TH STREET)**  
**RESURFACING**

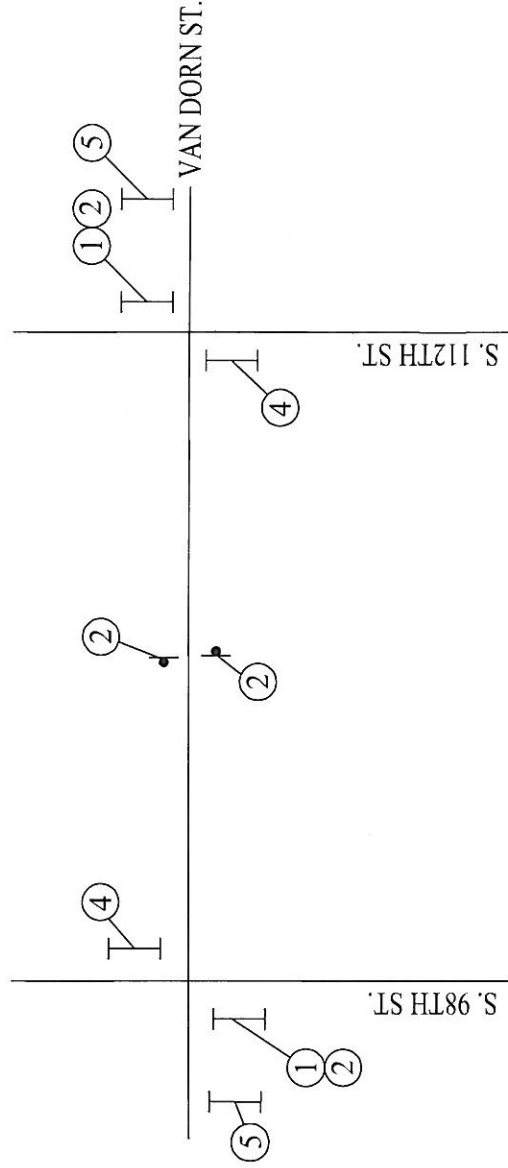


**LEGEND**

- ① Road Work Next 4.5 Miles (G20-1)
  - ② Do Not Pass (R4-1)
  - ③ Road Work (Furnished by County)
  - ④ End Road Work (G20-2A)
  - ⑤ Road Work Ahead (W21-4)
  - Type III Barricade w/ Type 'A' Flashing Light
  - ⤴ Sign mounted on post or stand
- Note:** See Lane Closure Plan for signing and flagging in advance of worksite. Place traffic cones along pavement edges as shown on traffic cone plan.



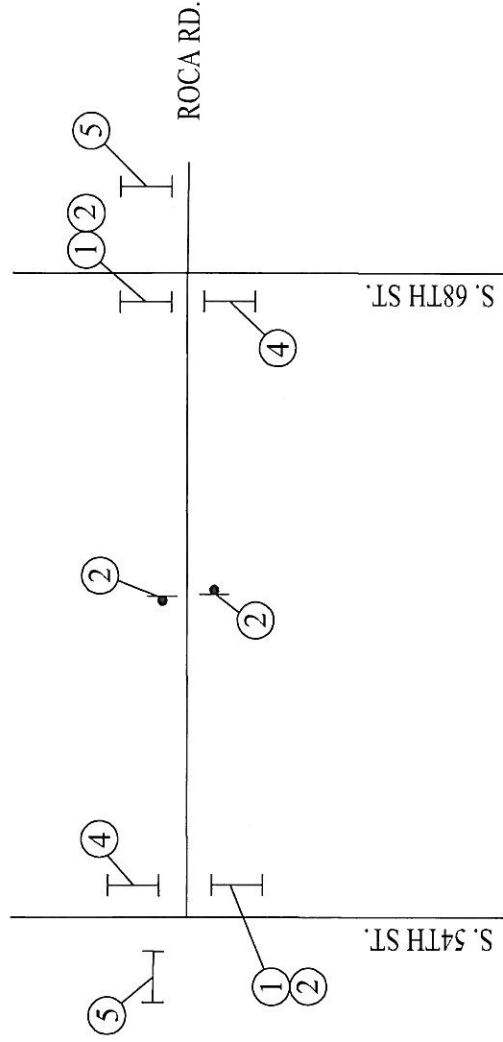
**TRAFFIC CONTROL PLAN  
PROJECT NO. 17-01  
PART IV  
VAN DORN STREET  
(S. 98TH ST. TO S. 112TH ST.)  
RESURFACING**



**LEGEND**

- ① Road Work Next 1.0 Miles (G20-1)
  - ② Do Not Pass (R4-1)
  - ③ Road Work (Furnished by County)
  - ④ End Road Work (G20-2A)
  - ⑤ Road Work Ahead (W21-4)
  - Type III Barricade w/ Type 'A' Flashing Light
  - Sign mounted on post or stand
- Note:** See Lane Closure Plan for signing and flagging in advance of worksite. Place traffic cones along pavement edges as shown on traffic cone plan.

**TRAFFIC CONTROL PLAN**  
**PROJECT NO. 17-01**  
**PART V**  
**ROCA ROAD**  
**(S. 54TH ST. TO S. 68TH ST.)**  
**RESURFACING**

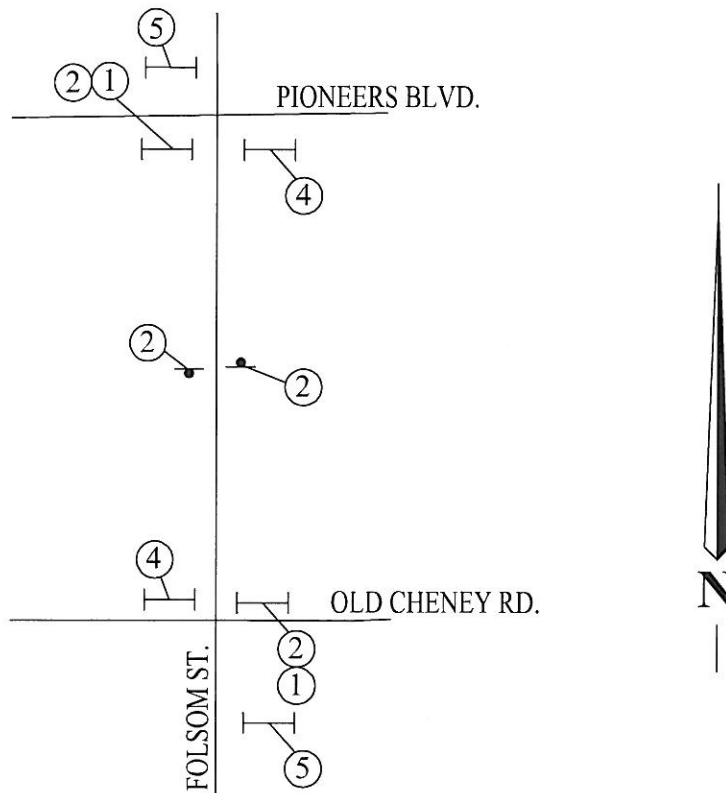


**LEGEND**

- ① Road Work Next 1.0 Miles (G20-1)
  - ② Do Not Pass (R4-1)
  - ③ Road Work (Furnished by County)
  - ④ End Road Work (G20-2A)
  - ⑤ Road Work Ahead (W21-4)
  - Type III Barricade w/ Type 'A' Flashing Light
  - Sign mounted on post or stand
- Note: See Lane Closure Plan for signing and flagging in advance of worksite. Place traffic cones along pavement edges as shown on traffic cone plan.



**TRAFFIC CONTROL PLAN  
PROJECT NO. 17-01  
PART VII  
FOLSOM STREET  
(OLD CHENEY RD. TO PIONEERS BLVD.)  
RESURFACING**

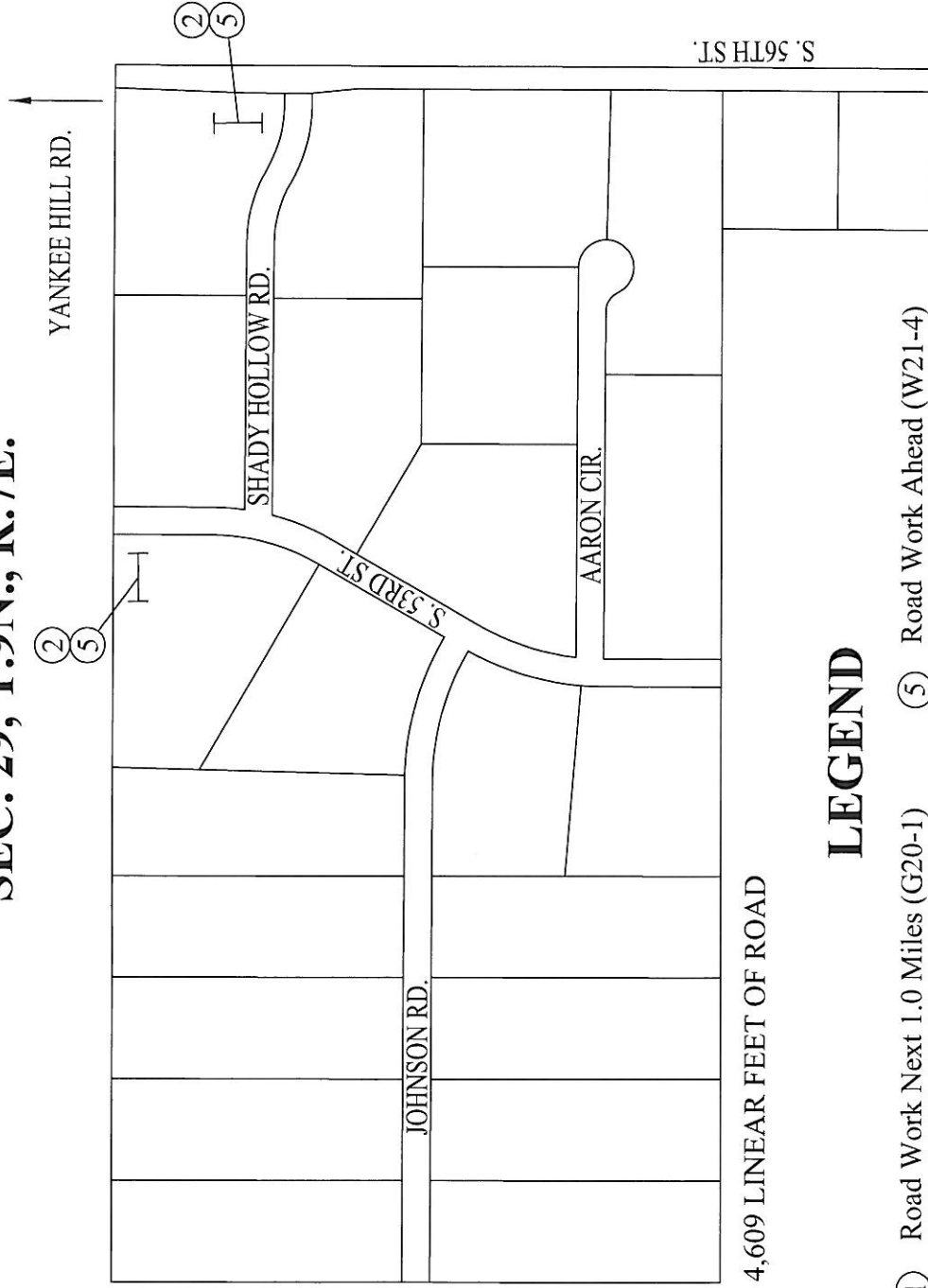


**LEGEND**

- |                                    |   |
|------------------------------------|---|
| ① Road Work Next 1.0 Miles (G20-1) | ⑤ Road Work Ahead (W21-4)                         |
| ② Do Not Pass (R4-1)               | — — Type III Barricade w/ Type 'A' Flashing Light |
| ③ Road Work (Furnished by County)  | — Sign mounted on post or stand                   |
| ④ End Road Work (G20-2A)           |   |

**Note:** See Lane Closure Plan for signing and flagging in advance of worksite. Place traffic cones along pavement edges as shown on traffic cone plan.

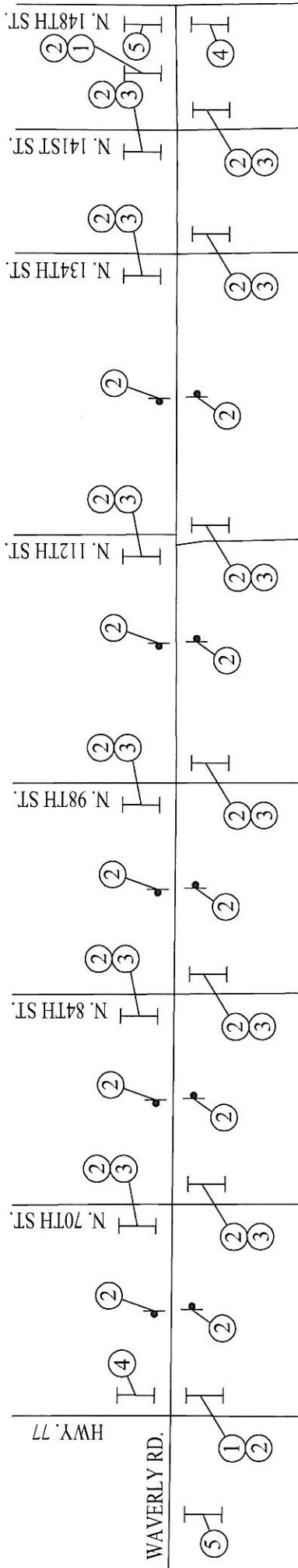
**TRAFFIC CONTROL PLAN**  
**PROJECT NO. 17-01**  
**PART VIII**  
**KENSINGTON ESTATES FIRST ADDITION**  
**SEC. 29, T.9N., R.7E.**



**LEGEND**

- ① Road Work Next 1.0 Miles (G20-1)
  - ② Do Not Pass (R4-1)
  - ③ Road Work (Furnished by County)
  - ④ End Road Work (G20-2A)
  - ⑤ Road Work Ahead (W21-4)
  - Type III Barricade w/ Type 'A' Flashing Light
  - Sign mounted on post or stand
- Note:** See Lane Closure Plan for signing and flagging in advance of worksite. Place traffic cones along pavement edges as shown on traffic cone plan.

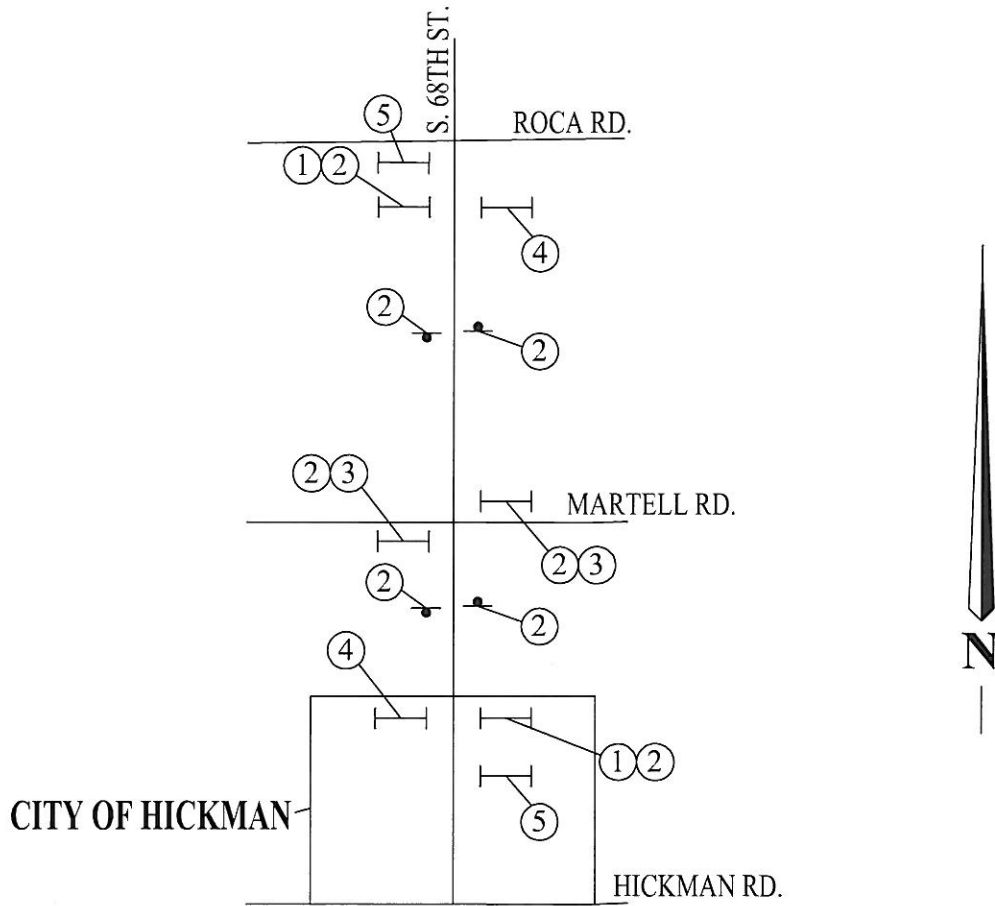
**TRAFFIC CONTROL PLAN  
PROJECT NO. 17-01 (ALTERNATE)  
PART IX  
WAVERLY ROAD  
(HIGHWAY 77 TO N. 148TH ST.)  
RESURFACING**



**LEGEND**

- ① Road Work Next 6.0 Miles (G20-1)
  - ② Do Not Pass (R4-1)
  - ③ Road Work (Furnished by County)
  - ④ End Road Work (G20-2A)
  - ⑤ Road Work Ahead (W21-4)
  - Type III Barricade w/ Type 'A' Flashing Light
  - Sign mounted on post or stand
- Note:** See Lane Closure Plan for signing and flagging in advance of worksite. Place traffic cones along pavement edges as shown on traffic cone plan.

**TRAFFIC CONTROL PLAN  
PROJECT NO. 17-01 (ALTERNATE)  
PART X  
S. 68TH STREET  
(CITY OF HICKMAN TO ROCA ROAD)  
RESURFACING**

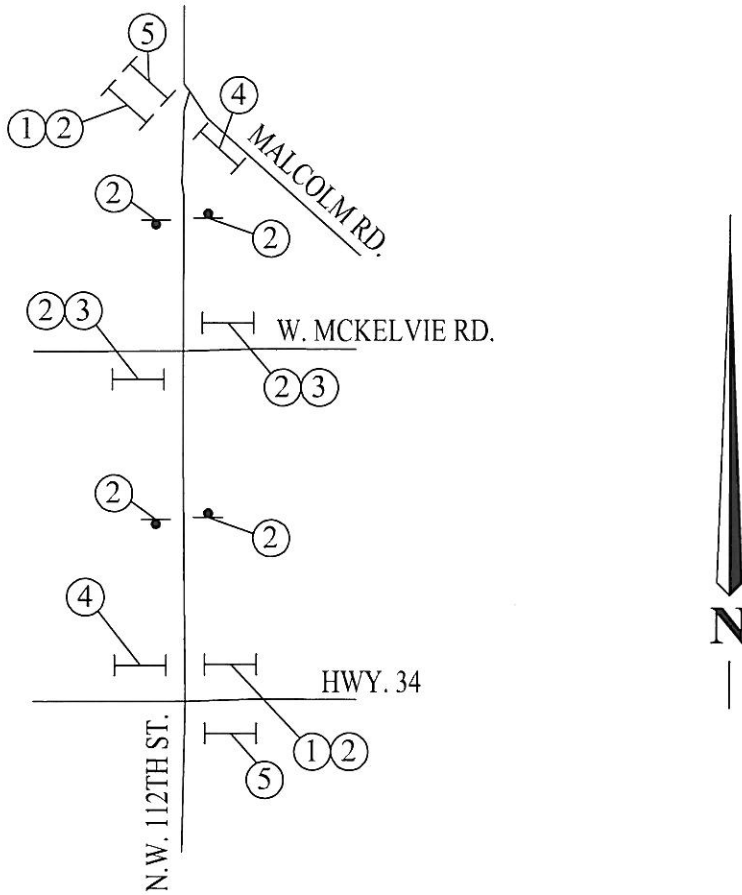


**LEGEND**

- |                                    |   |
|------------------------------------|---|
| ① Road Work Next 1.3 Miles (G20-1) | ⑤ Road Work Ahead (W21-4)                         |
| ② Do Not Pass (R4-1)               | — — Type III Barricade w/ Type 'A' Flashing Light |
| ③ Road Work (Furnished by County)  | — Sign mounted on post or stand                   |
| ④ End Road Work (G20-2A)           |   |

**Note:** See Lane Closure Plan for signing and flagging in advance of worksite. Place traffic cones along pavement edges as shown on traffic cone plan.

**TRAFFIC CONTROL PLAN  
 PROJECT NO. 17-01 (ALTERNATE)  
 PART XI  
 N.W. 112TH STREET  
 (HIGHWAY 34 TO THE VILLAGE OF MALCOLM)  
 RESURFACING**



**LEGEND**

- |                                    |   |
|------------------------------------|---|
| ① Road Work Next 1.7 Miles (G20-1) | ⑤ Road Work Ahead (W21-4)                       |
| ② Do Not Pass (R4-1)               | — Type III Barricade w/ Type 'A' Flashing Light |
| ③ Road Work (Furnished by County)  | — Sign mounted on post or stand                 |
| ④ End Road Work (G20-2A)           |   |

**Note:** See Lane Closure Plan for signing and flagging in advance of worksite. Place traffic cones along pavement edges as shown on traffic cone plan.



PERFORMANCE AND LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Constructors, Inc. as principal, hereinafter referred to as "Contractor," and Universal Surety 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 Six Million One Hundred Thirty Six Thousand One Hundred Nine Dollars and 29/100 (\$6,136,109.29) 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. 17-01; Asphalt Paving and Resurfacing 2017, 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 26th day of April, 2017

[Signature]  
Witness  
PO Box 80268 Lincoln, NE 68501  
Address

Constructors, Inc.  
Contractor  
[Signature]  
President  
PO Box 80268 Lincoln, NE 68501  
Address

[Signature]  
Witness  
PO Box 80468, Lincoln NE 68501  
Address

Universal Surety Company  
Surety  
[Signature]  
Jessica M. Marsh, Attorney-in-fact  
PO Box 80468, Lincoln NE 68501  
Address

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

# 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

Carol J. Clark or Curtis L. Hartter or Jessica M. Marsh  
or Tara Martin, all of Lincoln, Nebraska or Cheryl A. Brown, Roca, 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 16th day of February, 20 17.

*Carol J. Clark*

UNIVERSAL SURETY COMPANY

*Curt L. Hartter*

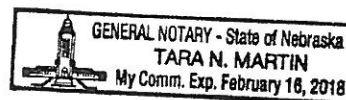


State of Nebraska } Secretary/Treasurer  
County of } ss. Lancaster  
By

President

On this 16th day of February, 20 17, 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 26th 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

---

## BID BOND

---

KNOW ALL MEN BY THESE PRESENTS: That we,

**Constructors, Inc., Lincoln, Nebraska**

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

**Lancaster County Treasurer, Lancaster County, Nebraska**

as Obligee, hereinafter called the Obligee, in the sum of

-----**Five Percent of the 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:

**Asphalt Paving & Resurfacing 2017, County Project No. 17-01, Bid No. 17-105**

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 **5th** day of **April**, 20 **17**.

**Constructors, Inc., Lincoln, Nebraska**

Principal \_\_\_\_\_ (Seal)

By: *[Signature]* **President**  
(Title)

**Universal Surety Company**

Surety \_\_\_\_\_ (Seal)

By: *[Signature]*  
**Jessica M. Marsh, Attorney-in-Fact**

\_\_\_\_\_  
Witness

*[Signature]*  
Witness

# UNIVERSAL SURETY COMPANY

Lincoln, Nebraska

## POWER OF ATTORNEY

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does hereby make, constitute and appoint

**Carol J. Clark or Curtis L. Hartter or Jessica M. Marsh  
or Tara Martin, all of Lincoln, Nebraska or Cheryl A. Brown, Roca, 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.

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*Carol J. Clark*

UNIVERSAL SURETY COMPANY

*Curtis L. Hartter*

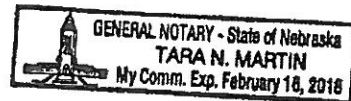


State of Nebraska } Secretary/Treasurer  
County of } ss. Lancaster  
By

President

On this 16th day of February, 20 17, 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 25th day of April, 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.



## 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 any 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 Constructors, Inc.			Name Lancaster County Engineering Department		
Street or Other Mailing Address 1815 "Y" Street			Street or Other Mailing Address 444 Cherrycreek Rd., Bldg. "C"		
City	State	Zip Code	City	State	Zip Code
Lincoln	NE	68508	Lincoln,	NE	68528
Name and Location of Project			Appointment Information		
Name Asphalt Paving and Resurfacing 2017			Effective Date (see Instructions)		
Street or Other Mailing Address			Expiration Date		
City	State	Zip Code	Nebraska Exemption Number (Exempt Organizations Only)		
Lancaster County, NE			N/A (Gov't)		
Identify Project Bid No. 17-105 - Project No. 17-01					

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**

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.



LANCASTER COUNTY

EMPLOYER CLASSIFICATION ACT INSTRUCTIONS

WHEREAS, there is concern over the inappropriate competitive advantages in the public bidding process for local publicly funded construction and delivery service contracts resulting from the misclassification of individuals performing construction labor services as “independent contractors” rather than “employees”; such “independent contractors” are commonly referred to as “1099 workers” due to the IRS form they receive rather than a W-4 which an employee receives;

WHEREAS, this mis-classification of such individuals as “independent contractors” rather than as “employees” eliminates any obligation to pay these individuals legally required minimum or overtime wages, to provide legally required workers’ compensation insurance, to make unemployment insurance payments, to pay legally required employment and payroll taxes, and to provide any other health, pension, or benefit such individuals would typically receive if properly classified as employees;

WHEREAS, this mis-classification of individuals performing construction labor services for the contractor as “independent contractors” rather than “employees” is a violation of federal and state law, but is difficult to enforce once public construction or delivery service contracts have been bid, awarded, and entered into;

WHEREAS, the use of public funds to compensate contractors who unlawfully avoid their obligation to pay legally required minimum or overtime wages, to provide legally required workers’ compensation insurance, to make unemployment insurance payments, to pay legally required employment and payroll taxes, and to provide any other health, pension, or benefit is not in the public interest; and

WHEREAS, the Employee Classification Act, *Neb. Rev. Stat. §§ 48-2901 to 48-2912* (effective July 15, 2010) provides that any contract entered into between a political subdivision and a contractor shall require that each contractor who performs construction or delivery service pursuant to the contract submit to the political subdivision an affidavit attesting that (1) each individual performing services for such contractor is properly classified under the Employee Classification Act, (2) such contractor has completed a federal I-9 immigration form and has such form on file for each employee performing service, (3) such contractor has complied with *Neb. Rev. Stat. § 4-114* requirements that the contractor register and use a federal immigration employment verification system to determine the work eligibility status of new employees physically performing services in the State of Nebraska, (4) such contractor has no reasonable basis to believe that any individual performing services for such contractor is an undocumented worker, and (5) as of the time of the contract, such contractor is not barred from contracting with the state or any political subdivision pursuant to *§ 48-2912 of the Employee Classification Act*.

NOW, THEREFORE, Lancaster County adopts the following policy as to the bid and award of contracts to contractors for construction and delivery services with Lancaster County;

The Purchasing Agent shall immediately include in the County’s notice to bidders for construction contracts that all contractors submitting bids in response to the notice shall affirmatively certify to the Purchasing Agent that all individuals hired to perform construction or delivery labor services for the contractor under the contract shall be properly classified as employees and not as independent contractors if the individual does not meet the requirements of an independent contractor under federal and state law (including the requirements of the State of Nebraska Employee Classification Act), and that the contractor will comply with all legal obligations with respect to these employees (including, but not limited to , minimum and overtime pay, workers’ compensation, unemployment compensation, and payment of federal and state payroll taxes). The notice to bidders shall further provide that contractors may use affidavits required pursuant to the Employee Classification Act for this purpose, but that a failure to make the affirmative certification to the Purchasing Agent shall render the bidder ineligible for award of the contract.

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, Ted C Butler, 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.

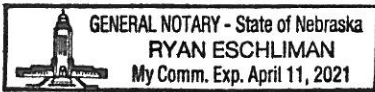
PRINT NAME: Ted C Butler  
(First, Middle, Last)

SIGNATURE: [Handwritten Signature]  
TITLE President

State of Nebraska )  
)ss.

County of Lancaster )

This affidavit was signed and sworn to before me, the undersigned Notary Public, on this 27<sup>th</sup> day of April, 2017.



[Handwritten Signature]  
Notary Public





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/1/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER UNICO Group, Inc. 1128 Lincoln Mall Suite 200 Lincoln NE 68508	CONTACT NAME: <b>Mary Kent</b>
	PHONE (A/C, No, Ext): <b>(402) 434-7200</b> FAX (A/C, No): <b>(402) 434-7272</b>
	E-MAIL ADDRESS: <b>mkent@unicogroup.com</b>
	INSURER(S) AFFORDING COVERAGE
	INSURER A: <b>Liberty Mutual Fire Insurance</b> NAIC # <b>23035</b>
	INSURER B: <b>Markel American Insurance Co.</b> NAIC # <b>28932</b>
	INSURER C: <b>Liberty Mutual</b>
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: **17-18 Constructors** REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER		TB2641436249027	5/1/2017	5/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
A	AUTOMOBILE LIABILITY		AS2641436249067			COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
A	<input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		AS2641436249037	5/1/2017	5/1/2018	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		MKLM4EUL100147	5/1/2017	5/1/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N N/A	WA764D436249017	5/1/2017	5/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Project: #17-01 Asphalt Paving and Resurfacing 2017; The General Liability and Business Auto Liability policies include blanket automatic additional insured endorsements that provide additional insured status including completed operations only when there is a written contract between the named insured and the certificate holder/entity (ies) that require such status prior to a loss but only to the extent that injury and/or property damage arise out of or is caused by the named insured. The General Liability, Auto & Workers Compensation policies include waiver of subrogation endorsements as required by written contract with the named insured prior to a loss.

CERTIFICATE HOLDER (402) 441-8692 bcrooks@lincoln.ne.gov Lancaster County 555 S 10th Street Lincoln, NE 68508	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Tom Champoux/NJA
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**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**

Where required by contract or written agreement prior to loss and allowed by law

In the state of Nebraska the premium charge is 1% of the total manual premium, subject to a minimum premium of \$250 per policy.

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WA7-64D-436249-017 Effective Date 5-1-2017 Premium \$

Issued to NEBCO Inc.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – AUTOMATIC STATUS WHEN  
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the 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; or
  - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".
- However:
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
  2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**
- If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.
- This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

### SCHEDULE

**Name Of Additional Insured Person(s)  
Or Organization(s):**

**Location And Description Of Completed Operations**

All persons or organizations with whom you have entered into a written contract or agreement, prior to an "occurrence" or offense, to provide additional insured status.

All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – AUTOMATIC STATUS FOR OTHER  
PARTIES WHEN REQUIRED IN WRITTEN  
CONSTRUCTION AGREEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. Section II – Who Is An Insured is amended to include as an additional insured:**

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the 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; or
  - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:
  - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Policy Number TB2-641-436249-027  
Issued by Liberty Mutual Fire Insurance Co.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

SECTION II - WHO IS AN INSURED is amended to include as an insured any person or organization for whom you have agreed in writing to provide liability insurance. But:

The insurance provided by this amendment:

1. Applies only to "bodily injury" or "property damage" arising out of (a) "your work" or (b) premises or other property owned by or rented to you;
2. Applies only to coverage and minimum limits of insurance required by the written agreement, but in no event exceeds either the scope of coverage or the limits of insurance provided by this policy; and
3. Does not apply to any person or organization for whom you have procured separate liability insurance while such insurance is in effect, regardless of whether the scope of coverage or limits of insurance of this policy exceed those of such other insurance or whether such other insurance is valid and collectible.

The following provisions also apply:

1. Where the applicable written agreement requires the insured to provide liability insurance on a primary, excess, contingent, or any other basis, this policy will apply solely on the basis required by such written agreement and item 4. Other Insurance of SECTION IV of this policy will not apply.
2. Where the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of item 4. Other Insurance of SECTION IV of this policy will govern.
3. This endorsement shall not apply to any person or organization for any "bodily injury" or "property damage" if any other additional insured endorsement on this policy applies to that person or organization with regard to the "bodily injury" or "property damage".
4. If any other additional insured endorsement applies to any person or organization and you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for that additional insured, this policy will apply solely on the basis required by such written agreement and item 4. Other Insurance of SECTION IV of this policy will not apply, regardless of whether the person or organization has available other valid and collectible insurance. If the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of item 4. Other Insurance of SECTION IV of this policy will govern.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule below.

### SCHEDULE

Name Of Person Or Organization:

As required by written contract or agreement entered into prior to loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

### **SCHEDULE**

**Name Of Person(s) Or Organization(s):**

Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

POLICY NUMBER: AS2-841-436249-037

COMMERCIAL AUTO  
CA 04 44 10 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**SCHEDULE**

<p><b>Name(s) Of Person(s) Or Organization(s):</b> Any person or organization for whom you perform work under a written contract if the contract requires you to obtain this agreement from us, but only if the contract is executed prior to the injury or damage occurring.</p>
<p><b>Premium: \$ INCL</b></p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.



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

ASPHALT PAVING AND RESURFACING 2017  
County Project No. 17-01  
Bid No. 17-105

You are invited to submit a bid through the City of Lincoln/Lancaster County Purchasing website on an advertised bid for Asphalt Paving and Resurfacing 2017, Project No. 17-01 - Lancaster County Bid No. 17-105. Bids will be accepted on or before 12:00 noon, Wednesday, April 5, 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) 441-7410 or [rwalla@lincoln.ne.gov](mailto:rwalla@lincoln.ne.gov)

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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  
ASPHALT PAVING AND RESURFACING 2017  
PROJECT NO. 17-01

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