

C-17-0463

CONTRACT DOCUMENTS

LANCASTER COUNTY

NEBRASKA

For

Bid No. 17-171

Project No: 17-10

CONCRETE BOX CULVERTS H-128, H-130 AND J-143

TCW Construction Inc.

141 M Street

Lincoln, NE 68508

LANCASTER COUNTY, NEBRASKA
CONTRACT AGREEMENT

THIS CONTRACT, made and entered into this ____ day of _____, _____, by and between TCW Construction Inc., hereinafter called the Contractor, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter called the County.

WHEREAS, the County has caused to be prepared in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described and has caused to be published an advertisement for and in connection with said Work, to-wit: Bid No. 17-171, Project No. 17-10, Concrete Box Culverts H-128, H130 and J-143; 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 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 Seven Hundred Fifteen Thousand Nine Hundred Thirty Seven Dollars and 00/100 (\$715,937.00).
3. **EQUAL EMPLOYMENT OPPORTUNITY:** In connection with the carrying out of this project, the Contractor shall not discriminate against any employee, applicant for employment, or any other person because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
4. To the extent permitted by law, the County relinquishes control of the construction site to the Contractor and its subcontractors during the period of construction. The construction, placement of barricades, and posting of warning signs in the area of construction will be the responsibility of the Contractor. This shall include the placement of construction equipment and any obstacles which are created as a result of the construction project. The placement of barricades and warning signs shall be in compliance with the Manual on Uniform Control Devices, the 2011 City of Lincoln Standard Specifications for Municipal Construction, as supplemented by the 2007 Edition of the Standard Specifications of Highway Construction of the State of Nebraska, the Special Provisions, Supplementary Special Provisions, and all other supplementary documents to this Agreement. To the extent permitted by law, the Contractor expressly accepts control of the construction site, such control shall include, but not be limited to, barricades, signs, road crossings, warning signs, construction equipment and any obstacles created during construction of the project.
5. It is the express intent of the parties that this Agreement shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the County and employees of the County shall not be deemed to be employees of the Contractor. The Contractor and the County shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the County's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

6. Each party agrees to indemnify and hold harmless, to the fullest extent allowed by law, the other party and its principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of their principals, officers, or employees in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, each party shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this Agreement shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.
7. This Contract shall be effective upon execution by both parties. The Work included in this Contract shall commence on July 31, 2017 (or upon notice to proceed by the County) and shall be completed on or before December 18, 2017 (or within 90 working days).
8. If any portion of this Agreement is held invalid, the remainder hereof shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.
9. GUARANTEE: A Performance and Labor and Material Payment Bond in the full amount of the Contract shall be required for all construction contracts.
10. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the Contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A. 1324b. The Contractor shall require any subcontractor to comply with the provisions of this section.
11. This Contract Agreement, along with the Suppliers Response, Plans and the following Supplemental Contract Documents, attached hereto and incorporated by this reference, form this Contract:
 1. Addendum #1, #2
 2. Instructions to Bidders
 3. Supplemental Instructions to Bidders
 4. Map
 5. Accepted Proposal of Contractor
 6. Contractor Work Resume Form
 7. Project Schedule Form
 8. Special Provisions
 9. Barricade and Detour Plans
 10. Performance and Labor and Material Payment Bond
 11. Purchasing Agent Appointment
 12. Nebraska Resale or Exempt Sale Certificate
 13. Tax Assessment Form
 14. Employer Classification Act Instructions
 15. Employee Classification Act Affidavit
 16. 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:

TCW Construction, Inc.
Name of Corporation

ATTEST:

141 M St., Lincoln, NE 68508
(Address)


Secretary

By: Joseph M. Delgado
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: 06/05/17

Bid No. 17-171
FOR
Concrete Box Culverts H-128, H-130 and J-143
County Project No. 17-10

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. The quantity specified in the itemized Sealed Bid Items for the Estimated Quantity of "Steel Sheet Piling for Turndowns" in Part I H-128 Line Item 17 shall be changed from 240 Sq.Ft. to 830 Sq.Ft
2. The quantity specified in the itemized Sealed Bid Items for the Estimated Quantity of "Steel Sheet Piling for Turndowns" in Part II H-130 Line Item 19 shall be changed from 265 Sq.Ft. to 860 Sq.Ft
3. The quantity specified in the itemized Sealed Bid Items for the Estimated Quantity of "Steel Sheet Piling for Turndowns" in Part III J-143 Line Item 17 shall be changed from 325 Sq.Ft. to 1110 Sq.Ft
4. The quantity of "Steel Sheet Piling for Turndowns" located on Sheet No. 2-S A of "Plans H-128" under "Culvert Items – Group 4" as it appears in the Bid Attachments shall be changed from 240 Sq.Ft. to 830 Sq.Ft.
5. The quantity of "Steel Sheet Piling for Turndowns" located on Sheet No. 2-S-A of "Plans H-130" under "Culvert Items – Group 4" as it appears in the Bid Attachments shall be changed from 265 Sq.Ft. to 860 Sq.Ft.
6. The quantity of "Steel Sheet Piling for Turndowns" located on Sheet No. 2-S-A of "Plans J-143" under "Culvert Items – Group 4" as it appears in the Bid Attachments shall be changed from 325 Sq.Ft. to 1110 Sq.Ft.
7. The "LOCATION" in the Title Block on Sheet No.'s 5, 6, and 7 of "Plans H-130" as it appears in the Bid Attachments shall be changed from "LANCASTER COUNTY – 148TH ST BOX CULVERT – J-143" TO "LANCASTER COUNTY – 148TH ST BOX CULVERT – H-130"

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
Assistant Purchasing Agent

COMMISSIONERS

TODD WILTGEN * BILL AVERLY * DEB SCHORR * ROMA AMUNDSON * JENNIFER BRINKMAN
KERRY EAGAN, Chief Administrative Officer

ADDENDUM #2
Issue Date: 06/09/17
Concrete Box Culverts H-128, H-130 and J-143
Bid No. 17-171

Addenda are instruments issued by the County Engineer and Purchasing Department 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 Specification and bidding documents:

1. Are "as-built" plans of the existing structures available for review?

Answer: Plans are available for structures H-128 and H-130 which were built in 1939 as WPA Concrete Bridges on Spread Footings and modified in 1968 by burying the bridge and attaching concrete box culverts to either side to extend the width of the existing structure for the widening of 148th Street. No paved floors were added to the original structures.

Plans are available for structure J-143 which was built in 1936 as WPA a I Beam Bridge on Spread Footings and modified in 1968 by burying the bridge and attaching concrete box culverts to either side to extend the width of the existing structure for the widening of 148th Street. No paved floor was added to the original structure.

These plans can be viewed by appointment at the County Engineers office at 444 Cherrycreek Dr, Bldg C, Lincoln, NE 68528, please call Chad Packard at 402-441-7681 to arrange a time.

2. The Lancaster County Drainage Structure information sheets have been attached to the Bid Attachment section of the Ebid as additional information.

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

H 128

BRIDGE NO. H 128
LANCASTER COUNTY, NEBRASKA

LOCATION 100' South of NE corner Sec. 27
 TYPE, SIZE, ETC. ~~10' Span x 24' Conc. Bridge~~ Added 10' x 5' ^{CBC} (13' Extension West & 13' Extension East)
 Now 10' x 24' Concrete Bridge & 10' x 5' x 26' CBC
 ROADWAY: Actual Width 24' ; CLEAR SPAN 10 ; FLOOR TYPE Conc.
 PILING: Length and Kind Conc ; ABUTMENTS: Height and Kind Conc.
 HEIGHT: Stream-bed to Grade 3.5 ; DRAINAGE AREA Acres; NAME OF STREAM
 PLAN NO. ; DATE BUILT ; BY ; Foreman
 BRIDGE REPORT NO. ; FIELD INVENTORY DATES: 1939, 10-29-57
 REMARKS OR CONTRACT DATA: Conc. wings and walls

Extended
~~Repaired~~ under Bridge Contract 68-2 N.L. Cole Construction

Bridge Report #68-789

Class 47-B Conc.	Cu. Yd.	32.0	53.00	1696.00
Reinf. Steel	Lbs.	4367	0.15	655.05
Excavation	Cu. Yd.	75	2.00	150.00
Preparation H-128	Each	1	155.00	155.00
				2656.05

DATE	REPORT NO.	REPAIRED BY	CHARACTER OF REPAIRS	COSTS			
				LABOR	EQUIPMENT	MATERIALS	TOTAL
11/27/45	13068	E. Kelly #18	Handrail Repair	2:01	:36	:77	3:14
6-12-68	68-790	Quarry Br. Cont. 68-2	Rock for box	30.84	12.00	30.00	72.84
Summer 1968	68-789	N.L. Cole Const. Br. Cont. 68-2	Added 10' x 5' x 26' CBC				2656.05
4-9-69	69-37	Dean Mays	Remove concrete handrail	43.68	10.60		54.28

BRIDGE NO. H 130
LANCASTER COUNTY, NEBRASKA

LOCATION 0.3 mi. South of NW corner Sec. 34

TYPE, SIZE, ETC. ~~12' x 24' Conc. Bridge~~ Added 12' x 6' x 12' CBC (6' Extension West & 6' Extension East)
Now 12' x 24' Concrete Bridge & 12' x 6' x 12' CBC *

ROADWAY: Actual Width 24' ; CLEAR SPAN 12 ; FLOOR TYPE Conc

PILING: Length and Kind Conc ; ABUTMENTS: Height and Kind Conc

HEIGHT: Stream-bed to Grade 5.5 ; DRAINAGE AREA Acres; NAME OF STREAM

PLAN NO. 01093Z ; DATE BUILT 1929 ; BY Martin Day ; Foreman

BRIDGE REPORT NO. ; FIELD INVENTORY DATES: 1939 , 10-29-57

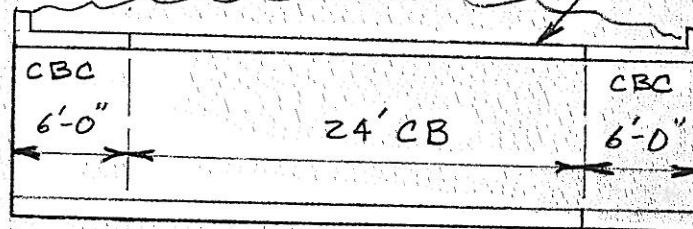
REMARKS OR CONTRACT DATA:

Extended under Bridge Contract #68-2 N. L. Cole Construction

Bridge Report #68-792

Class 47-B Conc.	Cu. Yd.	35.2	53.00	1856.60
Rein. Steel	Lbs.	2245	0.15	336.75
Excavation	Cu. Yd.	75	2.00	150.00
Preparation H-130	Each	1	155.00	155.00
				<u>2498.35</u>

* Existing structure



DATE	REPORT NO.	REPAIRED BY	CHARACTER OF REPAIRS	COSTS			
				LABOR	EQUIPMENT	MATERIALS	TOTAL
6-10-68	68-793	Quarry Br. Cont. 68-2	Hauling rock from Quarry	24.74	29.76	30.00	84.50
Summer 1968	68-792	N.L. Cole Const. Br. Cont. 68-2	Added 12' x 6' x 12' CBC				2498.35
4-9-69	69-38	Dean Mays	Remove concrete handrail	109.20	31.50		140.70
4/13/17		Lyndon Loschen	Placed Bind netting	315.48	216.75	189.36	721.59

BRIDGE NO. J 143
LANCASTER COUNTY, NEBRASKA

LOCATION **0.2 mi. South of NW corner Sec. 22**

TYPE, SIZE, ETC. ~~16' x 24' I-Beam Bridge~~ Added 14' x 6' x 30' CBC (15' Ext. West & 15' Ext. East)
Now ^{24'}16' x ^{14'}24' I-Beam Bridge & 14' x 6' x 30' Concrete Box

ROADWAY: Actual Width **24** ; CLEAR SPAN **14** ; FLOOR TYPE **Conc.**

PILING: Length and Kind ; ABUTMENTS: Height and Kind

HEIGHT: Stream-bed to Grade ; DRAINAGE AREA Acres; NAME OF STREAM

PLAN NO. ; DATE BUILT **9/23/36** ; BY **Co. WPA** ; Foreman **Wheeler**

BRIDGE REPORT NO. **4987** ; FIELD INVENTORY DATES: **1939, 1957**

REMARKS OR CONTRACT DATA:

	Co.	WPA	Total
Labor	248.20	872.53	1120.73
Material	319.45	597.08	916.53
Total	569.65	1469.61	2037.26

Extended under Bridge Contract #68-2 N.L. Cole Construction

Bridge Report #68-814

Class 47-B Conc.	Cu. Yd.	50.1	53.00	2655.30
Rein. Steel	Lbs.	6385	0.15	957.75
Excavation	Cu. Yd.	75	2.00	150.00
Preparation J-143	Each	1	165.00	165.00
				<u>3928.05</u>

DATE	REPORT NO.	REPAIRED BY	CHARACTER OF REPAIRS	COSTS			
				LABOR	EQUIPMENT	MATERIALS	TOTAL
8-16-54	20704	W.T. Martin	Paint	2.60	.25	.84	3.69
7-15-55	21591	W.T. Martin	Paint	2.45	.42	.88	3.75
6-15-59	25254	W. T. Martin	Paint I-Beam bridge	6.16	.90	.98	8.04
8-2-65	65-513	G. Alpaugh	Clean & Paint	5.52	.60	1.67	7.79
6-6-68	68-815	Quarry Br. Cont.	68-2 Hauled rock	39.17	38.04	106.06	183.27
Summer 1968	68-814	N.L. Cole Const.	Br. Cont. 68-2 Added 14' x 6' x 30' CBC				3928.05
4-10-69	69-41	Dean Mays	Remove steel handrail	21.84	2.50		24.34
4/13/17		Lyndon Loschen	Placed Bird Netting	999.02	686.38	354.51	2,039.90

INSTRUCTIONS TO BIDDERS

LANCASTER COUNTY, NEBRASKA

PURCHASING DIVISION

E-Bid

1. BIDDING PROCEDURE

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

2. BID SECURITY

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

3. BIDDER'S REPRESENTATION

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

4. INDEPENDENT PRICE DETERMINATION

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

5. CLARIFICATION OF SPECIFICATION DOCUMENTS

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

6. ADDENDA

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

7. ANTI-LOBBYING PROVISION

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

8. BRAND NAMES

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

9. DEMONSTRATIONS/SAMPLES

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

10. DELIVERY (Non-Construction)

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

11. WARRANTIES, GUARANTEES AND MAINTENANCE

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

12. ACCEPTANCE OF MATERIAL

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

13. BID EVALUATION AND AWARD

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

14. INDEMNIFICATION

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

15. TERMS OF PAYMENT

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

16. LAWS

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

17. EQUIPMENT TAX ASSESSMENT

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

18. AFFIRMATIVE ACTION

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

19. INSURANCE

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

20. EXECUTION OF CONTRACT

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

21. TAXES AND TAX EXEMPTION CERTIFICATE

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

22. E-VERIFY

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

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 1.3 is not applicable to this project.
2. 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.
3. Section 10 is not applicable to this project and is replaced by the following:

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.
4. Section 15 is not applicable to this project.
5. The following sections are added to the Instructions to Bidders:
 - 1) STANDARD SPECIFICATIONS. The work as detailed on the plans shall be completed in accordance with the requirements of the Nebraska Department of Roads 2007 Standard Specifications for Highway Construction. The Nebraska Department of Roads 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.
 - 2) Section 111 of the Standard Specifications is null and void and is replaced by the following:

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. Upon award of the Contract, the Contractor may request up to three (3) additional sets of Plans and Specifications at no charge. Additional Specification may be purchased by payment of the current reproduction fee.
 - 3) Section 2 shall be amended to include the following:

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.
 - 4) Section 20 shall be amended to include the following:

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.
 - 5) 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.

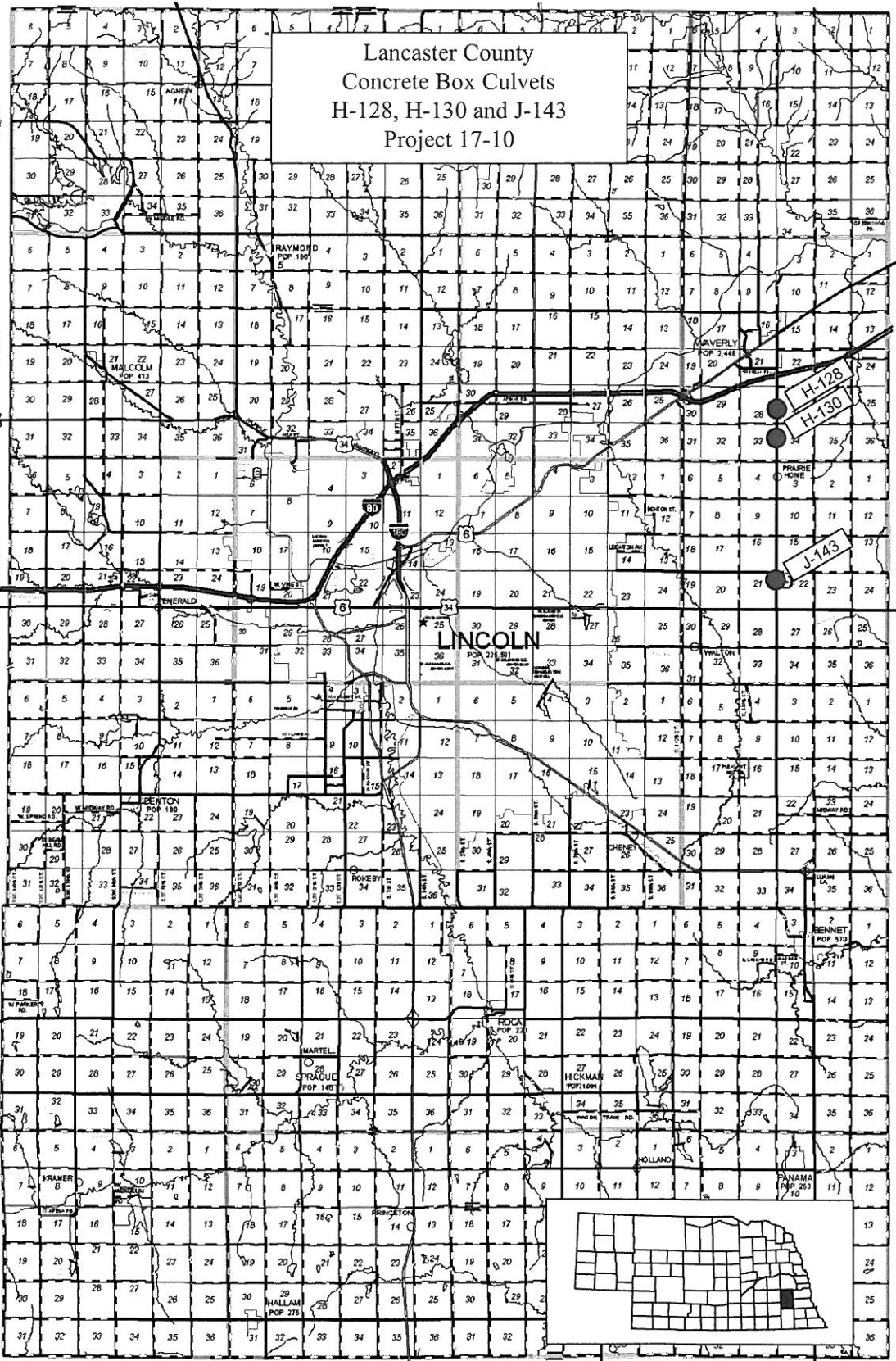
LANCASTER COUNTY, NEBRASKA



NO SCALE

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

W. ASHLAND RD.
W. LITTLE SALT RD.
W. AGNEW RD.
W. ROCK CREEK RD.
W. DAVEY RD.
W. BRANCHED OAK RD.
W. RAYMOND RD.
W. MILL RD.
W. WAVERLY RD.
W. BLUFF RD.
W. MCKELVIE RD.
W. ALVO RD.
W. FLETCHER AV.
W. SUPERIOR ST.
W. ADAMS ST.
W. HOLDREGE ST.
W. 'O' ST.
W. 'A' ST.
W. VAN DORN ST.
W. PIONEERS BLVD.
W. OLD CHENEY RD.
W. DENTON RD.
W. YANKEE HILL RD.
W. ROKEBY RD.
W. SALTILLO RD.
W. BENNET RD.
W. WITTSTRUCK RD.
W. ROCA RD.
W. MARTELL RD.
W. SPRAGUE RD.
W. STAGECOACH RD.
W. PANAMA RD.
W. OLIVE CREEK RD.
W. PRINCETON RD.
W. PELLA RD.
W. HALLAM RD.
W. GAGE RD.



ASHLAND RD.
LITTLE SALT RD.
AGNEW RD.
ROCK CREEK RD.
DAVEY RD.
BRANCHED OAK RD.
RAYMOND RD.
MILL RD.
WAVERLY RD.
BLUFF RD.
MCKELVIE RD.
ALVO RD.
FLETCHER AV.
HAVELOCK AV.
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HOLDREGE ST.
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'A' ST.
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ROKEBY RD.
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BENNET RD.
WITTSTRUCK RD.
ROCA RD.
MARTELL RD.
HICKMAN RD.
STAGECOACH RD.
PANAMA RD.
OLIVE CREEK RD.
PRINCETON RD.
PELLA RD.
FIRTH RD.
GAGE RD.

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

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

Bid Information		Contact Information		Ship to Information	
Bid Creator	Robert Walla Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address	See specifications
Email	rwalla@lincoln.ne.gov	Contact	Robert Walla		NE
Phone	1 (402) 441-8309			Contact	
Fax	1 (402) 441-6513				
Bid Number	17-171 Addendum 2	Department		Department	
Title	Concrete Box Culverts H-128, H-130 and J-143, Project 17-10 (County Engineer)	Building	Suite 200	Building	
		Floor/Room		Floor/Room	
		Telephone	(402) 441-8309	Telephone	
		Fax	(402) 441-6513	Fax	
Bid Type	Bid	Email	rwalla@lincoln.ne.gov	Email	
Issue Date	6/2/2017 08:22 AM (CT)				
Close Date	6/14/2017 12:00:00 PM (CT)				

Supplier Information

Company TCW Construction Inc.
 Address 141 M St.
 Lincoln, NE 68508
 Contact Mr. Joseph M. Delgado
 Department
 Building
 Floor/Room
 Telephone (402) 475-5030
 Fax (402) 475-5049
 Email jdelgado@tcwconstruction.com
 Submitted 6/14/2017 10:04:09 AM (CT)
 Total \$715,937.00

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

Signature Steve Ragoss

Email sragoss@tcwconstruction.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.

If you need assistance in preparing your bid, 1) Click the "Help" button in the upper right hand corner of any screen; or 2) Contact our office at 402-441-8103 to set up a training session in Purchasing or assistance over the phone.

Bid Activities

Date	Name	Description
6/14/2017 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.
6/14/2017 12:00:00 PM (CT)	Intent to Bid - Sub Contractor	

Bid Messages

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 provide insurance coverage for each checked box on the Insurance Clause document in the Specification in the Bid Attachment section including the submission of the Certificate of ACORD and the applicable endorsements. Insurance Certificate and required Endorsements are required at time of contract execution by the vendor. Vendors are strongly encouraged to send the insurance requirements and endorsement information to their insurance agent prior to bid close in order to expedite the contract execution process.	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: http://www.dor.state.ne.us/ref-man/	Yes
5	Work Resume Form	I have attached my Contractor Work Resume Form to this bid, if required as per Section 102, Article 102.02.	Yes
6	Project Schedule	I have attached my Project Schedule 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:	Steve Ragoss
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 90 working days (30 days for each culvert) following notice to proceed or no later than December 18, 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 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:
<http://www.sos.ne.gov/business/notary/citizenforminfo.html>

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.

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

21 Agreement to Addendum No. 2

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	Lump Sum	Part I - Concrete Box Culvert H-128, Project 17-10	\$185,994.00
Item Notes:				Fill out the itemized Excel spreadsheet attached below. Attach completed spreadsheet on the 'Response Attachments' of your response.
Supplier Notes:				
2	1	Lump Sum	Part II - Concrete Box Culvert H-130, Project 17-10	\$214,979.00
Item Notes:				Fill out the itemized Excel spreadsheet attached below. Attach completed spreadsheet on the 'Response Attachments' of your response.
Supplier Notes:				
3	1	Lump Sum	Part III - Concrete Box Culvert J-143, Project 17-10	\$314,964.00
Item Notes:				Fill out the itemized Excel spreadsheet attached below. Attach completed spreadsheet on the 'Response Attachments' of your response.
Supplier Notes:				
				Response Total: \$715,937.00

Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
	Project No. 17-10 Concrete Box Culverts H-128, H-130 and J-143 Part I - H-128				
	Group 1 - Grading				
1	General Clearing And Grubbing	1.00	Lump Sum	\$1,510.00	\$1,510.00
2	Remove Pavement	320.00	Sq.Yds.	\$9.00	\$2,880.00
3	Saw Cut Pavement	48.00	Lin. Ft.	\$8.00	\$384.00
4	Earthwork Measured In Embankment	757.00	Cu.Yds.	\$13.80	\$10,446.60
5	Subgrade Preparation	337.00	Sq. Yds.	\$2.80	\$943.60
6	Water	12.20	M.Gal	\$36.00	\$439.20
7	Earth Shoulder Construction	2.40	Station	\$228.00	\$547.20
8	Rental Of Crawler-Mounted Hydraulic Excavator, Fully Operated	10.00	Hour	\$95.00	\$950.00
9	Rental Of Front End Loader, Fully Operated	10.00	Hour	\$77.00	\$770.00
10	Rental Of Skid Loader, Fully Operated	10.00	Hour	\$50.00	\$500.00
11	Rental of Dump Truck, Fully Operated	10.00	Hour	\$81.00	\$810.00
	Total Group 1 =				\$20,180.60
	Group 4 - Culverts				
12	Remove Structure at Sta. 17+55.00	1.00	Each	\$7,770.00	\$7,770.00
13	Excavation For Box Culverts	976.00	Cu.Yds.	\$6.50	\$6,344.00
14	Class 47B-3000 Concrete For Box Culverts	173.90	Cu.Yds.	\$360.00	\$62,604.00
15	Reinforcing Steel For Box Culverts	17,384.00	Lbs.	\$1.20	\$20,860.80
16	Crushed Rock Base Course For Box Culverts	48.00	Cu.Yds.	\$65.00	\$3,120.00
17	Steel Sheet Piling For Turndowns	830.00	Sq.Ft.	\$16.50	\$13,695.00
	Total Group 4 =				\$114,393.80
	Group 5 - Landscaping				
18	Seeding, Type "A"	0.40	Acre	\$10,000.00	\$4,000.00
19	Seeding, Type "B"	0.30	Acre	\$10,000.00	\$3,000.00
20	Erosion Control, Class 2C	235.00	Sq. Yds.	\$14.50	\$3,407.50
21	Erosion Control, Class 1E	150.00	Sq. Yds.	\$2.30	\$345.00
22	Mulch	2.00	Ton	\$670.00	\$1,340.00
23	Temporary Erosion Check, Type "Wattle"	75.00	Lin. Ft.	\$4.80	\$360.00
24	Fabric Silt Fence, High Porosity	555.00	Lin. Ft.	\$4.80	\$2,664.00
25	Erosion Checks, Type "Wattle"	75.00	Lin. Ft.	\$4.80	\$360.00
	Total Group 5 =				\$15,476.50
	Group 9 - Bituminous				
26	8" Asphaltic Concrete, Type SPR	147.60	Ton	\$131.00	\$19,335.60
	Total Group 9 =				\$19,335.60
	Group 10 - General				
27	Construction Staking And Surveying	1.00	Lump Sum	\$4,950.00	\$4,950.00
28	Changeable Message Sign	7.00	Day	\$133.00	\$931.00
29	Barricades, Type III	702.00	BarrDay	\$2.50	\$1,755.00
30	Construction Signs	1,026.00	SignDay	\$1.50	\$1,539.00
31	Flagging	1.00	Day	\$320.00	\$320.00
32	Mobilization	1.00	Lump Sum	\$7,112.50	\$7,112.50
	Total Group 10 =				\$16,607.50
	Total All Groups =				\$185,994.00

Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
	Project No. 17-10 Concrete Box Culverts H-128, H-130 and J-143 Part II - H-130				
Group 1 - Grading					
1	General Clearing And Grubbing	1.00	Lump Sum	\$1,510.00	\$1,510.00
2	Remove Pavement	347.00	Sq.Yds.	\$8.30	\$2,880.10
3	Saw Cut Pavement	48.00	Lin. Ft.	\$8.25	\$396.00
4	Earthwork Measured In Embankment	1,189.00	Cu.Yds.	\$14.50	\$17,240.50
5	Subgrade Preparation	365.00	Sq. Yds.	\$4.00	\$1,460.00
6	Water	18.30	M.Gal	\$36.00	\$658.80
7	Earth Shoulder Construction	2.60	Station	\$262.00	\$681.20
8	Rental Of Crawler-Mounted Hydraulic Excavator, Fully Operated	10.00	Hour	\$95.00	\$950.00
9	Rental Of Front End Loader, Fully Operated	10.00	Hour	\$77.00	\$770.00
10	Rental Of Skid Loader, Fully Operated	10.00	Hour	\$50.00	\$500.00
11	Rental of Dump Truck, Fully Operated	10.00	Hour	\$81.00	\$810.00
	Total Group 1 =				\$27,856.60
Group 4 - Culverts					
12	Remove Structure at Sta. 17+51.00	1.00	Each	\$7,770.00	\$7,770.00
13	Excavation For Box Culverts	1,081.00	Cu.Yds.	\$6.50	\$7,026.50
14	Class 47B-3000 Concrete For Box Culverts	194.80	Cu.Yds.	\$360.00	\$70,128.00
15	Class 47B-3000 Concrete For Headwall	1.15	Cu.Yds.	\$950.00	\$1,092.50
16	Reinforcing Steel For Box Culverts	19,244.00	Lbs.	\$1.20	\$23,092.80
17	Reinforcing Steel For Headwall	71.00	Lbs.	\$2.60	\$184.60
18	Crushed Rock Base Course For Box Culverts	46.00	Cu.Yds.	\$66.50	\$3,059.00
19	Steel Sheet Piling For Turndowns	860.00	Sq.Ft.	\$16.00	\$13,760.00
20	36" Culvert Pipe, Type 3	46.00	Lin. Ft.	\$80.00	\$3,680.00
21	Tapping Concrete Box Culvert	1.00	Each	\$80.00	\$80.00
	Total Group 4 =				\$129,873.40
Group 5 - Landscaping					
22	Seeding, Type "A"	0.83	Acre	\$10,000.00	\$8,300.00
23	Seeding, Type "B"	0.36	Acre	\$10,000.00	\$3,600.00
24	Erosion Control, Class 1E	1,837.00	Sq. Yds.	\$2.50	\$4,592.50
25	Mulch	2.00	Ton	\$670.00	\$1,340.00
26	Temporary Erosion Check, Type "Wattle"	75.00	Lin. Ft.	\$4.80	\$360.00
27	Fabric Silt Fence, High Porosity	330.00	Lin. Ft.	\$4.80	\$1,584.00
28	Erosion Checks, Type "Wattle"	75.00	Lin. Ft.	\$4.80	\$360.00
	Total Group 5 =				\$20,136.50
Group 9 - Bituminous					
29	8" Asphaltic Concrete, Type SPR	160.20	Ton	\$130.00	\$20,826.00
	Total Group 9 =				\$20,826.00
Group 10 - General					
30	Construction Staking And Surveying	1.00	Lump Sum	\$4,950.00	\$4,950.00
31	Changeable Message Sign	7.00	Day	\$130.00	\$910.00
32	Barricades, Type III	702.00	BarrDay	\$2.50	\$1,755.00
33	Construction Signs	972.00	SignDay	\$1.50	\$1,458.00
34	Flagging	1.00	Day	\$330.00	\$330.00
35	Mobilization	1.00	Lump Sum	\$6,883.50	\$6,883.50
	Total Group 10 =				\$16,286.50
	Total All Groups =				\$214,979.00

Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
	Project No. 17-10 Concrete Box Culverts H-128, H-130 and J-143 Part III - J-143				
	Group 1 - Grading				
1	General Clearing And Grubbing	1.00	Lump Sum	\$1,515.00	\$1,515.00
2	Remove Pavement	360.00	Sq.Yds.	\$8.00	\$2,880.00
3	Saw Cut Pavement	48.00	Lin. Ft.	\$8.50	\$408.00
4	Earthwork Measured In Embankment	2,204.00	Cu.Yds.	\$13.25	\$29,203.00
5	Subgrade Preparation	380.00	Sq. Yds.	\$3.79	\$1,440.20
6	Water	32.40	M.Gal	\$36.00	\$1,166.40
7	Earth Shoulder Construction	2.70	Station	\$255.00	\$688.50
8	Rental Of Crawler-Mounted Hydraulic Excavator, Fully Operated	10.00	Hour	\$95.00	\$950.00
9	Rental Of Front End Loader, Fully Operated	10.00	Hour	\$77.00	\$770.00
10	Rental Of Skid Loader, Fully Operated	10.00	Hour	\$50.00	\$500.00
11	Rental of Dump Truck, Fully Operated	10.00	Hour	\$81.00	\$810.00
	Total Group 1 =				\$40,331.10
	Group 4 - Culverts				
12	Remove Structure at Sta. 17+47.00	1.00	Each	\$7,800.00	\$7,800.00
13	Excavation For Box Culverts	2,019.00	Cu.Yds.	\$6.50	\$13,123.50
14	Class 47B-3000 Concrete For Box Culverts	348.80	Cu.Yds.	\$360.00	\$125,568.00
15	Reinforcing Steel For Box Culverts	32,184.00	Lbs.	\$1.20	\$38,620.80
16	Crushed Rock Base Course For Box Culverts	71.00	Cu.Yds.	\$70.00	\$4,970.00
17	Steel Sheet Piling For Turndowns	1,110.00	Sq.Ft.	\$15.00	\$16,650.00
18	24" Driveway Culvert Pipe, Type 3	56.00	Lin. Ft.	\$57.00	\$3,192.00
	Total Group 4 =				\$209,924.30
	Group 5 - Landscaping				
19	Seeding, Type "A"	0.80	Acre	\$10,000.00	\$8,000.00
20	Seeding, Type "B"	0.40	Acre	\$10,000.00	\$4,000.00
21	Erosion Control, Class 1C	844.00	Sq. Yds.	\$2.50	\$2,110.00
22	Erosion Control, Class 2C	341.00	Sq. Yds.	\$15.00	\$5,115.00
23	Erosion Control, Class 1E	581.00	Sq. Yds.	\$2.50	\$1,452.50
24	Mulch	2.00	Ton	\$670.00	\$1,340.00
25	Temporary Erosion Check, Type "Wattle"	75.00	Lin. Ft.	\$4.80	\$360.00
26	Fabric Silt Fence, High Porosity	640.00	Lin. Ft.	\$4.80	\$3,072.00
27	Erosion Checks, Type "Wattle"	75.00	Lin. Ft.	\$4.80	\$360.00
	Total Group 5 =				\$25,809.50
	Group 9 - Bituminous				
28	8" Asphaltic Concrete, Type SPR	166.40	Ton	\$130.00	\$21,632.00
	Total Group 9 =				\$21,632.00
	Group 10 - General				
29	Construction Staking And Surveying	1.00	Lump Sum	\$4,950.00	\$4,950.00
30	Changeable Message Sign	7.00	Day	\$135.00	\$945.00
31	Barricades, Type III	756.00	BarrDay	\$2.50	\$1,890.00
32	Construction Signs	1,512.00	SignDay	\$1.50	\$2,268.00
33	Flagging	1.00	Day	\$330.00	\$330.00
34	Mobilization	1.00	Lump Sum	\$6,884.10	\$6,884.10
	Total Group 10 =				\$17,267.10
	Total All Groups =				\$314,964.00

CONTRACTOR WORK RESUME FORM
FOR
LANCASTER COUNTY, NEBRASKA

PROJECT NO. 17-10

CONCRETE BOX CULVERTS H-128, H-130 AND J-143

The following is a list of projects recently completed by TCW Construction, Inc. which are thought to be
(Firm Name)

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

1. Gosper County, Nebraska Structure No. C003700205P Replacement
Owner Project Name and/or Number
507 Smith Ave. \$422,000⁰⁰ March 2017
Street Address Contract Amount Completion Date
Elwood NE 68937
City State Zip
Lance Herter, P.E. (308) 293-0589
Name Owner's Representative Phone

Brief Description of Work

Construction of 14'x14'x104' box culvert

2. City of Waverly, NE Watershed Priority #2 Culverts
Owner Project Name and/or Number
14130 Lancashire St. \$295,000⁰⁰ March 2017
Street Address Contract Amount Completion Date
Waverly NE 68462
City State Zip
Greg Huttmacher, P.E. (702) 483-5466
Name Owner's Representative Phone

Brief Description of Work

Construction of new twin 7'x7'x72' & twin 7'x7'x67' box culverts.

3. City of Lincoln, Nebraska LCLC-5241(6) - South 56th St.
Owner Project Name and/or Number
901 West Bond St. \$981,000⁰⁰ March 2016
Street Address Contract Amount Completion Date
Lincoln NE 68521
City State Zip
Zach Becker, P.E. (402) 441-7711
Name Owner's Representative Phone

Brief Description of Work

Construction of Quad 14' x 14' x 151' box culvert

4. City of Superior, Nebraska BR-1990(7)
Owner Project Name and/or Number
135 West 4th St. \$771,000⁰⁰ August 2014
Street Address Contract Amount Completion Date
Superior NE 68978
City State Zip
Greg Hutmacher, P.E. (402) 483-5466
Name Owner's Representative Phone

Brief Description of Work

Construction of Quad 14' x 12' x 70' box culvert

PROJECT SCHEDULE
FOR
LANCASTER COUNTY, NEBRASKA

PROJECT NO. 17-10

CONCRETE BOX CULVERTS H-128, H-130 AND J-143

Part A

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 **July 31st, 2017** and to complete all work on or before **December 18th, 2017**. This project will be considered a **Working** day project.

The bidder may begin work on the contract before the date specified herein provided such a change is acceptable to the County Engineer, and that the Contractor has obtained written permission to do so.

Paragraph 2 of Section 108.08 of the Standard Specifications will be amended to provide an internal liquidated damage of \$1,000.00 per work day for each and every work day that the work at a particular site remains incomplete beyond the time period specified in the Project Schedule. In the event that the Contractor fails to complete all of the work on the contract by the completion date specified in the proposal liquidated damages will be assessed in accordance with Section 108.08 of the Standard Specifications. In no case will the Contractor be subject to both the internal liquidated damage and the liquidated damage prescribed for failure to complete the contract on or before the date specified in the proposal.

The Contractor will complete the work on this contract within the time periods specified below, once work has begun at a particular site.

Part No.	Working Days Allowed
I. H-128	30
II. H-130	30
III. J-143	30

Part B

PROJECT SCHEDULE
FOR
LANCASTER COUNTY, NEBRASKA

PROJECT NO. 17-10
CONCRETE BOX CULVERTS H-128, H-130 AND J-143

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:

Construction on H-128, H-130 and J-143 may not begin until after Lancaster County obtains the required permits

The following is the sequence that the bidder proposes to use to complete the work under this Contract. Bidder shall estimate the chronological order of the work and report accordingly.

	STRUCTURE NO./WORK DESCRIPTION	ESTIMATED BEGIN DATE	ESTIMATED COMPLETION DATE
1.	H-128	Sept. 5, 2017	Oct. 5, 2017
2.	H-130	Oct. 2, 2017	Nov. 2, 2017
3.	J-143	Nov. 1, 2017	Dec. 1, 2017
4.			
5.			
6.			
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20.			

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

REVISIONS, AMENDMENTS AND/OR SUPPLEMENTS TO THE STANDARD SPECIFICATIONS

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.

The bidder shall either be currently qualified with the Nebraska State Department of Roads or have done work similar in nature for Lancaster County in the last three years 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. Proof of responsibility shall consist of completing and attaching the Contractor Work Resume Form to the e-bid in the Response Attachment Section. Additional information may be required by the County in order to determine a prospective bidder's qualifications.

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: 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 Paragraph 20 of the Instructions to Bidders.

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 13 of the Supplemental Instructions to Bidders.

Section 103, Article 103.06 Paragraph 2(b):

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

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: This section of the Standard Specification is null and void

Section 109, Article 109.07 Paragraph 3(b):

This section of the Standard Specifications is null and void.

PROJECT SCHEDULE, SUPPLIERS AND SUBLETTING

GENERAL

The Contractor will prepare and submit at the pre-construction conference a Method of Completion. Said schedule will show the calendar, with the days of the week, week-ends and holidays indicated. The schedule will indicate the time periods during which major elements of the work will be begun and completed. The schedule will indicate the time periods during which the subcontracted work will be performed. The schedule will demonstrate that the project can be completed within the time allowed for the contract. Said schedule will accurately depict the interrelationship of various major elements of the work. Said schedule will be detailed to the extent that the completion of critical tasks performed by either the Contractor or his Subcontractors will be evident. Finally the schedule submitted will be reproducible for distribution to all Subcontractors and other interested parties (i.e. Public Utilities, Emergency Service Providers, etc...)

SUBLETTING OR ASSIGNMENT OF THE CONTRACT

The Contractor's attention is directed to Section 108.01 of the Standard Specifications, Sections 108.01 Paragraphs 7 and 8 will be considered null and void.

All other portions of Section 108.01 will be considered part of the contract agreement.

LIST OF SUBCONTRACTORS

The Contractor will furnish and submit to the County a list of Subcontractors he proposes to use on the project. The list will also indicate the items of work which each Subcontractor is expected to complete. This list will be submitted at the pre-construction conference.

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.

LIST OF SUPPLIERS

The Contractor will furnish and submit to the County a list of suppliers of construction products he proposes to use on the project. (i.e. ready mixed concrete, pre-cast concrete products, culverts, asphalt products, etc...)

The Contractor need NOT specify where he plans to obtain incidental items as they must be selected from the current State of Nebraska Department of Roads pre-approved products list. Said list will be submitted at the pre-construction conference.

UTILITIES

GENERAL

The location of all aerial and underground utility facilities may not be indicated in these plans. Underground utilities whether indicated or not, will be located and flagged by the utilities at the request of the contractor. No excavation will be permitted in the area of underground utility facilities until such facilities have been located and identified to the satisfaction of all parties and then only with extreme care to avoid any possibility of damage to the utility facility.

SURVEYING

CONSTRUCTION SURVEYING

The Contractor shall be responsible for all construction surveying on this project in compliance with *Section 114 of the Standard Specifications* with the exception of *Section 114, Article 114.01, Paragraph 2*, which shall be considered null and void.

CONSTRUCTION SITE CONTROL

GENERAL

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

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.

All barricades, construction signs and non-standard signs required by the Barricade Plans and the Detour Plans will be properly erected prior to commencing work at a particular site.

The Contractor will be allowed to close the road to all but local traffic at each site while pursuing the work on the contract.

The Contractor may, upon giving the proper notice, close the road and begin work on the Contract. Once work has begun at a particular site, the work will be pursued vigorously to completion. The Contractor will maintain an adequately sized work force supported by the necessary equipment every working day until all work at the site is completed and the road or traffic lane re-opened to traffic.

The Contractor will not be permitted to work at more than one site at a time without the consent of the Project Engineer. All Contract work at each site will be completed, and the road re-opened to traffic prior to beginning the work at the next site.

The Contractor may complete the box culvert work in this contract any time during the period specified in the proposal. However, once construction has begun at a particular culvert site, the Contractor will complete all work at that site within the working days allowed.

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

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

TRAFFIC CONTROL

Section 104.05 (3.) of the Standard Specification is null and void and is replaced by the following:

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.

There will be a detour route provided at all locations on this project.

PROVISIONS FOR 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.

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.

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" and 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 posts, 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.

FLAGGER

The Contractor will furnish the services of a flagger if directed to do so by the project engineer. Flagging services will be provided in accordance with *Section 422.03 Paragraph 3 of the Standard Specifications*. The Contractor will be compensated in accordance with *Section 422.04 Paragraph 3 of the Standard Specifications*. The Contractor will be compensated at the contract unit price per half day or day as specified in the Proposal, regardless of the site to which the flagger is deployed.

CLEARING AND GRUBBING

GENERAL

Section 202.03, Paragraph 1, of the Standard Specifications is amended as follows:

"General Clearing and Grubbing" will be a lump sum pay item. General Clearing and Grubbing includes removing all trees whose circumference is 40 inches or less at 40 inches above ground level, and stumps whose circumference is 40 inches or less at (or near) ground level.

Section 202.03, Paragraph 2C of the Standard Specifications is void.

Section 202.04, Paragraph 3 of the Standard Specifications is amended to read as follows:

Clearing and grubbing is not subsidiary to the pay item "Large Tree Removal".

Section 202.04, Paragraph 4 of the Standard Specifications is amended to read as follows:

All trees removed whose circumference is 40 inches or less at 40 inches above ground level and all stumps removed whose circumference is 40 inches or less at (or near) ground level is subsidiary to the pay item "General Clearing and Grubbing".

The Contractor will not be allowed to dispose of trees, stumps, logs, down timber, shrubs, brush, weeds or other herbaceous material resulting from clearing or grubbing operations on the project right-of-way or easements.

REMOVAL

REMOVAL OF EXISTING BRIDGE COMPONENTS

The item, "Remove Structure at Station" shall be in accordance with the pertinent provisions of Section 203 of the Standard Specifications. The Contractor is solely responsible for the safe and controlled removal of the bridges.

The existing abutments and bents (if applicable) shall be entirely removed. The existing abutment and bent piling shall be cut-off as specified in these special provisions.

Any lead plates or steel painted with paint containing lead that is encountered shall be recycled in the same manner described for lead plates in Paragraph 3 (Environmental Requirements) in Section 203.01 of the Standard Specifications. All other work involved with the removal and handling of this structural steel shall be in accordance with Section 732 of the Standard Specifications.

All material resulting from the removal of non-salvageable bridge components shall become the property of the Contractor and shall be promptly removed from the right-of-way.

Table 203.01 of the Standard Specifications is void and superseded by the following:

Location	Pile Cut-off
Excavation or embankment areas	2 feet below finished grade
Stream Channels (between high banks)	2 feet below defined flow line elevation
All other areas	2 feet below natural ground

Basis of Payment

Pay Item	Pay Unit
Remove Structure at Station ___+___	1 Each (EA)

Payment shall be full compensation for removal of bridge.

REMOVAL OF EXISTING BOX CULVERT COMPONENTS

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

EXCAVATION AND EMBANKMENT

EARTHWORK MEASURED IN EMBANKMENT

The Contractor will be required to furnish borrow on this project. This work will not be paid for directly but shall be considered subsidiary to the Item "Excavation Measured in Embankment". The price will be considered full and complete compensation for the work described. Payment shall be made at the contract unit price by the cubic yard as shown in the plan quantities. No balance factor has been applied to the plan quantity of this item.

An estimated quantity of excavation on the project may be shown on the plans for informational purposes only. In the event this quantity is shown on the plans it will not include a balance factor.

EXCAVATION FOR BOX CULVERTS AND EXCAVATION FOR PIPE, PIPE-ARCH CULVERTS, AND HEADWALLS

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

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

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

DEWATERING EXCAVATIONS

The Contractor will note that some work sites in this contract may have standing water under the existing culvert or bridge. The Contractor may be required, by the Project Engineer, to dewater these locations prior to beginning the construction. Dewatered conditions will be maintained by the Contractor throughout the construction process. The method used to dewater these sites will be left entirely to the discretion of the Contractor.

There will be no direct payment for furnishing, placing, operating, and removing cofferdams, pumps, dikes, or cribs used by the Contractor to dewater a particular construction site. The aforementioned work will be considered subsidiary to items of work for which direct payment is made.

EMBANKMENT FOR CULVERTS

The work of placing and compacting Embankment shall be considered to be a Class III Embankment and shall conform to *Section 205, Article 205.03, Paragraph 3 of the Standard Specifications*. The Contractor will exercise caution while placing the embankment material. Any structural damage caused by the Contractor will be his responsibility and will be repaired at his expense.

EROSION AND SEDIMENT CONTROL

INSTALLATION OF TEMPORARY AND PERMANENT EROSION/SEDIMENTATION CONTROL MEASURES

The work covered in this section of the Special Provisions will include furnishing all labor, materials, equipment, fabrication, transportation, supplies, tools, supervision, and other incidentals necessary to provide and install the erosion/sedimentation control measures.

Erosion/sedimentation control measures shall consist of work such as Temporary Ditching or Diking, Cat Tracking, Contour Cultivation, Temporary Silt Fence, Temporary Erosion Checks, Seeding - Types "A", "B", and "Cover Crop", Mulch - Types "Hay", "Straw", and "Hydromulch", Fabric Silt Fence - Types High and Low Porosity, Erosion Checks - Type "Wattle", and/or erosion and sediment control materials chosen from the tables below as adopted from the "State of Nebraska Department of Roads Erosion and Sediment Control Approved Products List"

**Table A
 Slope Erosion Control Usage Chart**

Type of Erosion Control	Slope Steepness																		
	6:1 or Flatter			4:1			3:1			2.5:1			2:1			1:1			
	Slope Length			Slope Length			Slope Length			Slope Length			Slope Length			Slope Length			
	0-30'	30-60'	60'+	0-30'	30-60'	60'+	0-30'	30-60'	60'+	0-30'	30-60'	60'+	0-30'	30-60'	60'+	0-30'	30-60'	60'+	
Seed with properly anchored mulch	—————																		
Sod	—————																		
Slope protection mulch									—————									
Class 1 – Type A Slope Protection Netting									—————									
Class 1 – Type B Lt. Wt. Quick Degrading Erosion Control Blanket	—————																	
Class 1 – Type C Lt. Wt. Single Net Erosion Control Blanket									—————									
Class 1 – Type D Lt. Wt. Double Net Erosion Control Blanket									—————									
Class 1 – Type E Med Wt. Double Net Erosion Control Blanket									—————									
Class 1 – Type F Heavy Duty Erosion Control Blanket									—————									

————— Designates instances where a particular Erosion Control Type will be used.
 Designates instances where a particular Erosion Control Type can be used.

**Table B
 Ditch and Channel Erosion Control Usage Chart**

Type of Erosion Control	Ditch Grade																		
	<1%			1% - 3%			3% - 5%			5% - 7%			7% - 10%			>10%			
	Maximum Length			Maximum Length			Maximum Length			Maximum Length			Maximum Length			Maximum Length			
	<300'	600'	900'+	<300'	600'	900'+	<300'	600'	900'+	<300'	600'	900'+	<300'	600'	900'+	<300'	600'	900'+	
Seed with Properly Anchored Mulch	—————																		
Sod	—————																		
Class 1 – Type C Lt. Wt. Single Net Erosion Control Blanket	—————																		
Class 1 – Type D Lt. Wt. Double Net Erosion Control Blanket									—————									
Class 1 – Type E Med. Wt. Double Net Erosion Control Blanket									—————									
Class 1 – Type F Heavy Duty Erosion Control Blanket									—————									
Class 2 – Type A Turf Reinforcement Mat									—————									
Class 2 – Type B Turf Reinforcement Mat									—————									
Class 2 – Type C Turf Reinforcement Mat									—————									
Cellular Confinement									—————									

————— Designates instances where a particular Erosion Control Type will be used.
 Designates instances where a particular Erosion Control Type can be used.

Table C

Product Type	Product Description	Material Composition	Functional Longevity	Blanket Size		Acceptable Matrix Fill Material	Mass Per Unit Area ASTM D6475	Minimum Size of Net Openings	Minimum Light Penetration ASTM D6567
				Minimum Roll Width	Minimum Thickness ASTM D 6525				
Class 1 – Degradable Blankets									
A	Slope Protection Netting	A photodegradable black synthetic mesh.	24 Months	6.5' (2.0 m)	N/A	N/A	2.2 lbs./ 1000 sf	0.75"x0.75"	N/A
B	Lt. Wt. Quick Degrading Erosion Control Blanket	Processed degradable natural and/or polymer fibers mechanically bound together by a single rapidly degrading, synthetic or natural fiber netting.	3 Months	4.0'	0.25" (6.35 mm)	Straw or Excelsior	0.40 lbs/sy	0.50"x0.50" (12.7 mm x 12.7 mm)	10%
C	Lt. Wt. Single Net Erosion Control Blanket	Processed degradable natural fibers mechanically bound together by a single degradable, synthetic or natural fiber netting.	12 Months	6.5' (2.0 m)	0.25" (6.35 mm)	Straw or Excelsior	0.50 lbs/sy (0.25 kg/sm)	0.50"x0.50" (12.7 mm x 12.7 mm)	7%
D	Lt. Wt. Double Net Erosion Control Blanket	Processed degradable natural fibers mechanically bound together between two degradable, synthetic or natural fiber nettings.	12 Months	6.5' (2.0 m)	0.25" (6.35 mm)	Straw or Excelsior	0.50 lbs/sy (0.27 kg/sm)	0.50"x0.50" (12.7 mm x 12.7 mm)	7%
E	Med. Wt. Double Net Erosion Control Blanket	An erosion control blanket composed of degradable natural fibers and/or processed slow degrading natural fibers mechanically bound together between two slow degrading synthetic or natural fiber nettings to form a continuous matrix. A minimum of 60% of the matrix. A minimum of 60% of the matrix must consist of fibers proven to last a minimum of 24 months.	24 Months	6.5' (2.0 m)	0.25" (6.35 mm)	Straw/ Coconut, Excelsior, or Coconut Fibers	0.50lbs/sy (0.27 kg/sm)	0.50"x0.50" (12.7 mm x 12.7 mm)	7%
F	Heavy Duty Erosion Control Blanket	An erosion control blanket composed of degradable natural fibers and/or processed slow degrading natural fibers mechanically bound together between two slow degrading synthetic or natural fiber nettings to form a continuous matrix.	36 Months	6.5' (2.0 m)	0.25" (6.35 mm)	Coconut Fibers	0.50 lbs/sy (0.27 kg/sm)	0.50"x0.50" (12.7 mm x 12.7 mm)	7%

The information in this table has been derived from information obtained from the Erosion Control Technology Council and from the characteristics of products currently on the NDOR Approved Products List. All values must be within 10% of the minimums shown on the table to be considered for approval on the APL.

Table D
Rolled Erosion Control Product Physical Properties Specification Chart

Product Type	Product Description	Material Composition	Size of Net Openings	Blanket Size		Acceptable Matrix Fill Material	Mass Per Unit Area (ASTM D6566)	Strength Testing (ASTM D 6818)	
				Minimum Roll Width	Minimum Thickness ASTM D 6525			MD Tensile MD Elongation	TD Tensile TD Elongation
Class 2 – Long-Term Non-degradable Channel Applications									
A	Turf Reinforcement Mat	Turf Reinforcement Mat (TRM) – A rolled erosion control product composed of non-degradable synthetic fibers, filaments, nets, wire mesh and/or other elements, processed into a permanent, three-dimensional matrix of sufficient thickness. TRMs, which may be supplemented with degradable components in Class 2A, are designed to impact immediate erosion protection, enhance vegetation establishment and provide long-term functionality by permanently reinforcing vegetation during and after maturation. Class 2, Type C TRMs must provide sufficient thickness, strength and void space to permit soil filling and/or soil retention and promote the development of vegetation within the matrix.	0.50"x0.50" (12.7mm x 12.7mm)	6.5' (2.00 m)	0.25 inches (6.35 mm)	Excelsior, Coconut, or Polymer fibers.	10 oz/sy (340 g/m ²)	125 lbs/ft (1.82kN/m)	125 lbs/ft (1.82kN/m)
B	Turf Reinforcement Mat		0.50"x0.50" (12.7mm x 12.7mm)	6.5' (2.00 m)	0.50 inches (6.35 mm)	100% UV Stabilized Polypropylene Fibers	10 oz/sy (340 g/m ²)	150 lbs/ft (2.19 kN/m)	150 lbs/ft (2.19kN/m)
C	Turf Reinforcement Mat		0.50"x0.50" (12.7mm x 12.7mm)	6.5' (2.00 m)	0.50 inches (12.7 mm)	100% UV Stabilized Polypropylene Fibers	14 oz/sy (475 g/m ²)	175 lbs/ft (2.55 kN/m)	175 lbs/ft (2.55kN/m)

The information in this table has been derived from information obtained from the Erosion Control Technology Council and from the characteristics of products currently on the NDOR Approved Products List. All values must be derived from testing the permanent portions of the TRM only and be within 10% of the minimums shown on the table to be considered for approval on the APL.

**Table E
 Rolled Erosion Control Product Performance Specification Chart**

Product Type	Product Description	Material Composition	Functional Longevity	Slope Application		Channel Application	Minimum Tensile Strength ASTM D 5035
				Maximum Gradient	"C" Factor	Permissible Shear Stress (Unvegetated)	
Class 1 – Degradable Blankets							
A	Slope Protection Netting	A photodegradable synthetic mesh or woven biodegradable natural fiber netting.	12 Months	3:1	N/A	N/A	N/A
B	Lt. Wt. Quick Degrading Blanket	Processed degradable natural and/or polymer fibers mechanically bound together by a single rapidly degrading, synthetic or natural fiber netting.	3 Months	3:1	≤0.15@3:1	N/A	N/A
C	Lt. Wt. Single Net Erosion Control Blanket	Processed degradable natural and/or polymer fibers mechanically bound together by a single degradable synthetic or natural fiber netting.	12 Months	3:1	≤0.15@3:1	N/A	N/A
D	Lt. Wt. Double Net Erosion Control Blanket	Processed degradable natural and/or polymer fibers mechanically bound together between two degradable synthetic or natural fiber nettings.	12 Months	2:1	≤0.20@2:1	1.75 lbs/sf (84 Pa)	75 lbs/ft (1.09 kN/m)
E	Med. Wt. Double Net Erosion Control Blanket	An erosion control blanket composed of processed slow degrading natural or polymer fibers mechanically bound together between two slow degrading synthetic or natural fiber nettings to form a continuous matrix.	24 Months	1.5:1	≤0.25@1.5:1	2.00 lbs/sf (96 Pa)	100 lbs/ft (1.45 kN/m)
F	Heavy Duty Erosion Control Blanket	An erosion control blanket composed of processed slow degrading natural or polymer fibers mechanically bound together between two slow degrading synthetic or natural fiber nettings to form a continuous matrix or an open weave textile composed of processed slow degrading natural or polymer yarns or twines woven into a continuous matrix.	36 Months	1:1	≤0.25@1:1	2.25 lbs/sf (108Pa)	100 lbs/ft (1.82 kNm)

**Table F
 Rolled Erosion Control Product Performance Specification Chart**

Product Type	Product Description	Material Composition	UV Stability @ 1000 Hours ASTM D 4355	Minimum Light Penetration ASTM D 6567	Maximum Permissible Shear Stress (Vegetated)	Flexibility ASTM D 6575
Class 2 – Long-term Non-degradable Channel Applications						
A	Turf Reinforcement Mat	Turf Reinforcement Mat (TRM) – A rolled erosion control composed of non-degradable synthetic fibers, filaments, nets, wire mesh, and/or other elements, processed into a permanent three-dimensional matrix of sufficient thickness. TRMs, which may be supplemented with degradable components, are designed to impart immediate erosion protection, enhance vegetation establishment and provide long-term functionality by permanently reinforcing vegetation during and after maturation. Turf reinforcement mats provide sufficient thickness, strength and void space to permit soil filling and/or retention and the development of vegetation within the matrix.	80%	20%	6.0 lbs/sf (288Pa)	0.026 in-lbs
B	Turf Reinforcement Mat		80%	20%	8.0 lbs/sf (384 Pa)	0.026 in-lbs
C	Turf Reinforcement Mat		80%	20%	10.0 lbs/sf (480 Pa)	0.640 in-lbs

The information in these tables has been derived from information obtained from the Erosion Control Technology Council and from the characteristics of products currently on the NDOR Approved Products List. All values must be within 10% of the minimums shown on the table to be considered for approval on the APL.

The Contractor will be allowed to use hydromulching methods on this project according to the provisions below where slopes upon which equipment for crimping of hay or straw mulch may not be operated safely and on areas where the rock riprap is to be covered with topsoil as approved by the project engineer. Hydromulching methods may be substituted for other erosion control methods as approved by the project engineer.

The Contractor will be required to develop and submit at the pre-construction conference a Temporary Erosion/Sedimentation Control Plan. These measures shall be installed by the Contractor as soon as possible after mobilization to the project site. The Contractor or his subcontractor will be required to maintain the temporary erosion/sedimentation control measures for the entire duration of the project.

Permanent erosion/sedimentation control features shall be incorporated into the project at earliest practical time at locations as directed by the project engineer. The Contractor or his subcontractor will be required to maintain the permanent erosion/sedimentation control measures on this project until a 75% cover of desirable species has been obtained.

In no case will a particular site remain unprotected in excess of 7 calendar days. Failure to complete/maintain the erosion/sedimentation control within the 7 day period will result in a \$250.00 penalty per location per calendar day for each calendar day a site remains unprotected. This penalty will be deducted from any monies due and payable to the Contractor for other work on the Contract.

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

The work covered by this section of the Special provisions will correspond to the work described in *Section 805 of the Standard Specifications* with the following amendment(s).

Section 805.03 Paragraph 2 will be amended as follows:

Hay shall be applied at the rate of 3 tons/acre.

Section 805.03 Paragraph 3 will be amended as follows:

Straw shall be applied at the rate of 3.5 tons/acre.

Section 805.03 Paragraph 5 will be amended as follows:

Subparagraph a. will provide in the event that crimping of hay or straw mulch has been specified on the plans on slopes upon which the contractors equipment may not be operated safely an alternate form of erosion control shall be substituted as requested by the contractor and approved by the project engineer. No work shall be completed by the Contractor prior to authorization by a signed work order according to Section 104.04.

The seed and fertilizer will be installed beneath the erosion control blanket and in accordance with Sections 803 and 804 of the Standard Specifications.

PIPE

CORRUGATED CULVERT PIPE MANUFACTURE AND CONNECTING BANDS FOR CULVERT PIPE

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

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

REPAIR OF DAMAGED METALLIC COATINGS ON CULVERT PIPE

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

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

CONCRETE BOX CULVERTS

CRUSHED ROCK BASE COURSE FOR BOX CULVERTS

The work covered in this section of the Special Provisions will include furnishing all labor, materials, equipment, fabrication, transportation, supplies, tools, supervision, and other incidentals necessary to provide and install a crushed rock base course beneath box culverts, in accordance with the Plans.

The Contractor will supply crushed rock conforming with requirements of *Section 1033, Paragraph 1, 2, 7f, 7g, 7h and Table 1033.08 of the Standard Specifications*.

The Contractor will be compensated for the work described in this section of the Special Provisions at the contract unit price per cubic yard for the item "Crushed Rock Base Course For Box Culverts". This price will be considered full and complete compensation for the work described herein.

The Contractor will be permitted to substitute crushed concrete for the crushed rock described above. The crushed concrete will conform with the requirements of *Section 1033, Paragraph 9, Table 1033.11*.

TAPPING CONCRETE BOX CULVERT

Section 723 of the Standard Specifications for Highway Construction is null and void but shall be amended to read as follows:

Subsection 723.01 – Description

This item shall consist of all work that is necessary to provide openings in new or existing drainage or sewer facilities and for new connections into these structures at the locations and dimensions specified in the plans or as ordered by the Engineer.

Subsection 723.02 – Construction Methods

The junctions of the pipes and structures shall be sealed and cut flush in a neat and workman-like manner in accordance with the plans or as directed or approved by the Engineer. This work will be limited to tapping culvert pipe into box culvert wings or box culvert barrels as shown on the plans. The 6' Stub-out for Tap Pipe shall be cast in place at the time the wing concrete is poured. Stub-out shall be supported until wing is backfilled.

Subsection 723.03 – Method of Measurement and Basis of Payment

The completed work, accepted by the Engineer, will be measured for payment as single units of work regardless of the size of the pipe and structures involved and will be paid for at the contract unit price per each for the item "Tapping Concrete Box Culvert". This price shall be full compensation for all labor, equipment, materials, tools, and incidentals necessary to complete the work.

The Contractor will field bend or clip all reinforcing steel in the box culvert barrel or wing to provide a minimum of 2" clearance. The Contractor will furnish the additional reinforcing bars, shown on the plan, around the culvert pipes whose outlets are tapped into the box culvert barrel or wing.

The work of field bending or clipping reinforcing steel and furnishing and installing additional reinforcing bars around penetrations in box culverts or other structures will not be paid for directly; it will be considered subsidiary to items of work for which direct payment is made.

STEEL PILING FOR "TURNDOWN" CONSTRUCTION

The Contractor is hereby notified that turndowns will be constructed of 5'-0" long 7 gauge steel sheet pile and reinforced as shown on the plans. The use of concrete turndown construction will not be allowed on this Contract.

WEEP HOLE FOR SUBGRADE DRAINAGE

If the Engineer determines the weep holes are necessary to drain the structure, he may direct the Contractor to install them. The exact number and spacing of the holes shall be determined by the Engineer. The County will provide the Contractor 4" PVC pipe for installation in the formwork and the hailscreen and gravel for installation behind the wall. The work of installing weep holes will not be paid for directly but will be considered subsidiary to the work for which direct payment will be made.

BACKFILLING

BACKFILL FOR STRUCTURES

It is the intent of these plans and specifications that Section 702.03, Backfill for Structures, be amended to provide that the backfilling operation will not be considered complete until it has progressed to an elevation at least equal to that of the original roadway when the structure is located on a roadway which is earth or gravel/rock surfaced. In the case where the new structure is higher than the elevation of the original roadway, the Contractor will backfill to an elevation which provides a minimum of 18" of cover over the entire structure.

If the structure is located on a paved roadway, the backfill operation will not be considered to be complete until it has progressed to an elevation equal to that of the proposed subgrade shown on the plans. The material used in backfilling these structures will be compacted to 100% of its maximum density as determined by NDR T-109. Flowable fill material will not be allowed for use in backfilling structures on this project.

The work of placing backfill to the aforementioned lines and grade will not be paid for directly but will be considered subsidiary to the work for which direct payment has been made.

SURFACING

SUPERPAVE ASPHALTIC CONCRETE

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

SECTION 1028 - SUPERPAVE ASPHALTIC CONCRETE

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 64 - 34 for SPR Asphaltic Concrete and 52-34 for SPS Asphaltic Concrete.
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.
- l. 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 μm) 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)**

Asphaltic Concrete Type	FAA (minimum)
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)**

Asphaltic Concrete Type	Percent, Maximum
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)**

Asphaltic Concrete Type	Sand Equivalent, Minimum
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% ($\pm 1\%$) 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% ($\pm 1\%$) 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 \pm 5
	26-50	280 \pm 5
SPR	0-35	280 \pm 5
	36-50	290 \pm 5
SPH	0-25	300 \pm 5

**Table 1028.12
 Minimum Binder Content**

Mix Type (Metric)	Minimum Binder Content, Percent
SPS	4.8
SPR	5.0
¾ inch (9.5 mm)	5.5
½ inch (12.5 mm)	5.1
¾ 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

Aggregate Adjustments	
Sieve Size	Adjustments
1 inch (25 mm), ¾ inch (19 mm), ½ inch (12.5 mm), ⅜ 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 (Gmb) 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 (Gmm) test for each production sample of un-compacted mixture shall be determined in accordance with AASHTO T 209 Procedure 9.5.1. Weight in Water - Maximum Specific Gravity of Bituminous Paving Mixtures.
 - (3) (i) The Blended Aggregate Bulk Specific Gravity (Gsb) 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

$$\begin{aligned} Gmb(\text{corr})@Nany &= Gmb(\text{meas})@Nmax \times (\text{height}@Nmax \div \text{height}@Nany) \\ \%Gmm(\text{corr})@Nany &= 100 \times (Gmb(\text{corr})@Nany \div Gmm(\text{meas})) \\ \% \text{ Air Voids}@Nany &= 100 - \%Gmm(\text{corr})@Nany \\ VMA@Ndes &= 100 - (Gmb(\text{corr})@Ndes \times Ps \div Gsb) \\ VFA@Ndes &= 100 \times ((VMA@Ndes - \% \text{ Air Voids}@Ndes) \div VMA@Ndes) \\ \text{Measured} &= (\text{meas}) \\ \text{Corrected} &= (\text{corr}) \end{aligned}$$

- (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.
- (5) 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.
- d. 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

Acceptance Schedule Density of Compacted Asphaltic Concrete	
Average Density (5 Samples, Percent of Voidless Density)	Pay Factor
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.

FULL DEPTH CORES ON RESURFACING & PAVING WORK

The Contractor will be required to take two full depth paving cores for verification of paving thickness on each site of the project. The cores will be taken away from and on both ends of the approaches to the culverts as directed by the project engineer. These full depth cores can be an extension of cores for density testing.

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 1/8" in ten feet. Non-compliance will result in grinding the bump as per Specifications or an assessment of \$500.00 per irregularity.

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.

TACK COAT

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

Sections 504.04 and 504.05 will be null and void.

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

SUBGRADE PREPARATION

The work covered by the section of the Special Provisions will include all the work described in *Section 302 of the Standard Specifications*.

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

Paragraph 2.a. of Subsection 302.03 in the Standard Specifications is amended to include that trimming on narrow, irregular or roadway grading of 1/2 mile (0.8 km) or less may be accomplished using conventional methods.

EARTH SHOULDER CONSTRUCTION

The work covered by this section of the Special Provisions will include all the work described in *Section 304 of the Standard Specifications*.

The Contractor will be compensated for the work described in the section of the Special Provisions at the contract unit price for the item "Earth Shoulder Construction". This price will be considered full and complete compensation for the work described herein.

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.

ASPHALTIC CONCRETE, TYPE "SPR"

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

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

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

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

PERFORMANCE GRADED BINDER

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

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

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

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.

All edges of the pavement shall be white marked.

5" PERMANENT PAVEMENT MARKING PAINT

The Contractor will not be responsible for permanent pavement marking on this project.

REVEGATATION

REVEGETATION PLAN FOR PROJECT SITES IN THIS CONTRACT

All areas within the right-of-way or easements disturbed by construction will be fertilized, seeded, and protected by Erosion Control methods as indicated in the Plans. Hydromulching methods may be substituted for other erosion control methods as approved by the project engineer.

SEEDING, TYPE "A" AND TYPE "B"

The work covered by this section of the Special Provisions will include the work described in Sections 803 and 804 of the Standard Specifications and as shown on the Plans.

Section 803, Article 803.3, Paragraph 6, shall be amended as follows: The Contractor will not be allowed to use hydraulic seeders or hydro-seeding methods on this project.

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

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 shall be used for type(s) "A" AND "B" seeding work indicated in the Plans:

Species	Lbs. of PLS/Acre
Brome	10
Switchgrass – Pathfinder, Blackwell, Trailblazer	2.25
Hairy Vetch	2.25*
Red Clover	2.25*
Oats/wheat (wheat in the fall)	20

* Includes Inoculation

Section 805, Article 805.02 Paragraph 1 (b) is null and void

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.

FERTILIZER

The work covered by this section of the Special Provisions will correspond to the work described in *Section 804 of the Standard Specifications*. No measurement is required. This work will not be paid for directly but shall be considered subsidiary to seeding, erosion control, and all other items that required fertilizer.

Rate of application of commercial inorganic fertilizer shall be:

	Rate of Application per Acre (Minimum)
Available Nitrogen (N ₂)	36 lbs.
Available Phosphoric Acid (P ₂ O ₅)	96 lbs.

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

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

Nitrogen (Total Available)	0 lbs.
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MULCH

The type(s) of mulch to be used on this project are as specified on the plans.

The Contractor will be allowed to use hydromulching methods on this project according to the provisions below where slopes upon which equipment for crimping of hay or straw mulch may not be operated safely and on areas where the rock riprap is to be covered with topsoil as approved by the project engineer. Hydromulching methods may be substituted for other erosion control methods as approved by the project engineer.

HYDROMULCHING

Description

This work shall consist of furnishing and placing hydromulch on areas shown in the plans or as directed by the Engineer.

Material Requirements

1. Hydromulches will be specified in the contract and selected from the Approved Products List.
 - a. Bonded Fiber Matrix (BFM) is a hydraulically-applied matrix containing organic defibrated fibers and cross-linked insoluble hydro-colloidal tackifiers to provide erosion control and facilitate vegetation establishment. The products are designed to be functional for a minimum of 6 months.
2. The hydromulch shall be delivered to the site in packaging that clearly identifies the manufacturer, type of hydromulch and weight per bag.
3. The Contractor shall provide the necessary water required for the hydromulching operation.

Construction Methods

1. The Contractor shall apply the hydromulch within 24 hours after planting the seed or as directed by the Engineer. The hydromulch shall be applied uniformly over tilled areas with a hydromulch machine.
2. Application Rates
 - a. Hydromulch shall be applied at the rate recommended by the manufacturer based on the gradient of the slope it is being applied to.
 - b. The Engineer may direct the Contractor, in writing, to adjust the application rate resulting in an increase or decrease the required tons of hydromulch.
3. The Contractor shall refer to the manufacturer's recommendations for appropriate matrix to water ratios.
4. The hydromulch shall be applied in such a way as to provide for complete and uniform coverage. The Contractor shall apply the hydromulch from opposing directions or as directed by the Engineer.

Method of Measurement

1. Hydromulch is measured by the ton.
2. The weight of hydromulch applied will be computed on the basis of the weight per bag multiplied by the number of bags used.

Basis of Payment

1. Pay Item: Hydromulch
Pay Unit: Ton
2. Final Quantity Determination:
 - a. If the computed tons of the hydromulch applied are within 5 percent (+/-) of the tons required as determined by the approved application rate, the final pay quantity will be the computed weight.
 - b. If the computed tons of the hydromulch applied are less than 95 percent of the tons required as determined by the approved application rate, the Contractor shall apply additional hydromulch at locations as directed by the Engineer. The final pay quantity will be the computed weight after the additional application has been applied and will not exceed 105 percent of the tons required as determined by the approved application rate.
 - c. If the computed quantity of the hydromulch applied exceeds 105 percent of the tons required as determined by the approved application rate, the final pay quantity will not exceed 105 percent of the tons required as determined by the approved application rate.
 - d. If upon visual inspection, the Engineer determines that the hydromulch application is "light" in some areas, even though the required tons as determined by the approved application rate was applied to the overall area of application, the Contractor shall apply additional hydromulch as directed by the Engineer. The final pay quantity will be the computed weight after the additional application has been applied and will not exceed 105 percent of the tons required as determined by the approved application rate. The quantity of hydromulch applied that is in excess of 105 percent of the tons required as determined by the approved application rate shall be at no additional cost to the County.
3. Direct payment for water incorporated into the hydromulch will not be made. Water is subsidiary to the item of Hydromulch.
4. Payment is full compensation for all work prescribed in this Section.

PAYMENT OF SEEDING/FERTILIZER

In areas where "Mulch" and "Hydromulch" are specified/allowed, the Contractor will be paid directly for furnishing and applying the seed and fertilizer under the item(s) "Seeding, Type "A" ", "Seeding, Type "B" ", "Seeding Type 1-D", "Seeding, Type 2-C", or "Cover Crop Seeding".

In areas where the use of "Erosion Control, Class 1C", "Erosion Control, Class 2C", "Erosion Control, Class 1D", and/or "Erosion Control, Class 1E" is specified in the plans, the Contractor will not be paid directly for furnishing and applying the seed and fertilizer, rather it will be considered subsidiary to the Erosion Control item(s) for which payment is made.

PERMITS

NATIONWIDE SECTION 404 PERMIT

Work on this project requires authorization from the U.S. Army Corps of Engineers-Nebraska Regulatory Office. The authorization **has NOT** been obtained by Lancaster County for the work. The authorization contains "General Conditions", "Regional Conditions" and "Special Conditions". The Contractor may not begin work until notified by the project engineer that authorization from the U.S. Army Corps of Engineers-Nebraska Regulatory Office has been obtained.

The Contractor will conduct all construction operations in accordance with the terms of the permit and conditions specified for this site.

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

The Contractor will prepare and submit at the pre-construction conference a Non-Storm Water Pollution Prevention Plan.

MISCELLANEOUS NOTES

FUEL COST ADJUSTMENT

Section 205.05 Paragraph 16 is null and void.

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.

WEED-FREE STANDARDS

NEBRASKA WEED-FREE/GRAVEL/BORROW PIT STANDARDS

The Lancaster County Weed Control Authority requires all contractors, subcontractors and suppliers furnishing gravel, crushed rock, asphalt, concrete, earth borrow, and granular backfill on the project to notify the Lancaster County Weed Authority of the location at which the materials are being produced or obtained. 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.

This obligation may be met by contacting:

Lincoln-Lancaster County Weed Authority
Brent Meyer
444 Cherrycreek Rd., Bldg. "B"
Lincoln, NE 68528
Ph 402-441-7817 or weeds@lancaster.ne.gov

The Contractor will not be directly compensated for the contract or for compliance with the "Nebraska Weed-Free Gravel/Borrow Pit Minimum Standards. This work will be considered subsidiary to items of work for which direct payment is made.

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 at the pre-construction conference.

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

_____ 1st year
_____ 2nd year
_____ 3rd year
_____ 4 or more years (specify)

Date _____ / _____ / _____

NGCS No. NE _____ / _____ / _____

STATE PERMIT # _____

Lancaster County Weed Control Authority. NE002-_____

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

Operator _____ Phone: _____ - _____ - _____

Mailing Address _____ City _____ State _____ Zip _____

Pit Location _____ County _____ Acres inspected _____

Material description: (Sand / Gravel / Rock / Top soil) _____

Level of certification: (check one)

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

B. _____ **MEETS** requirements of the Nebraska and Lancaster County certification standards. This gravel/borrow material contains variable amounts of annual weeds and/or other weeds **not listed** as prohibited or noxious per Nebraska or Lancaster County standards.

(Weeds noted): _____

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

(Weeds noted): _____

Additional comments: _____

D. _____ **FAILED** Explanation _____

REQUIREMENTS

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

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

Date: _____ / _____ / _____

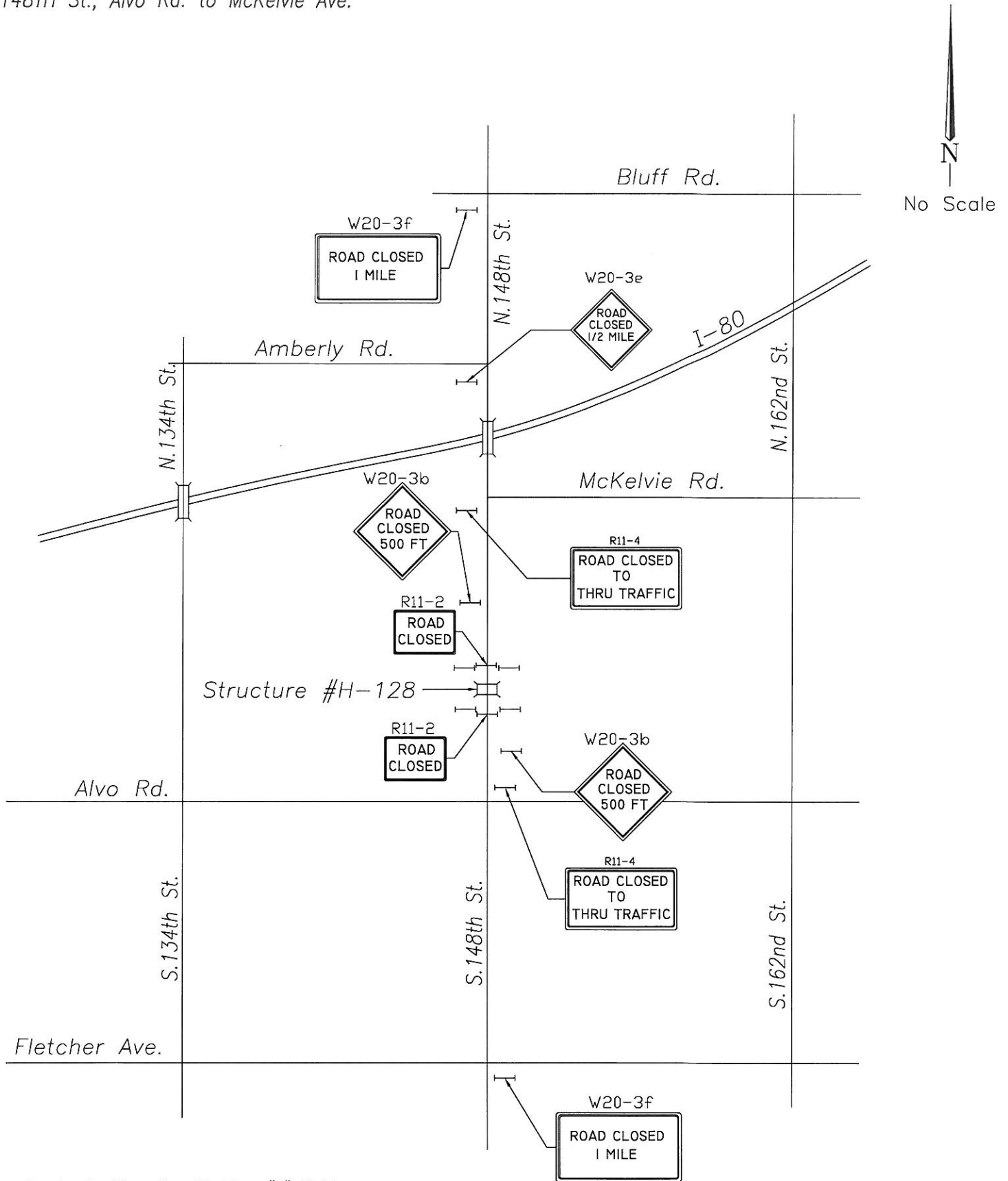
Certified by: _____ Title _____

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

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

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

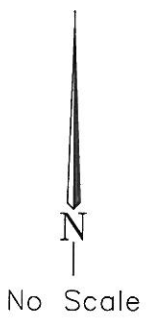
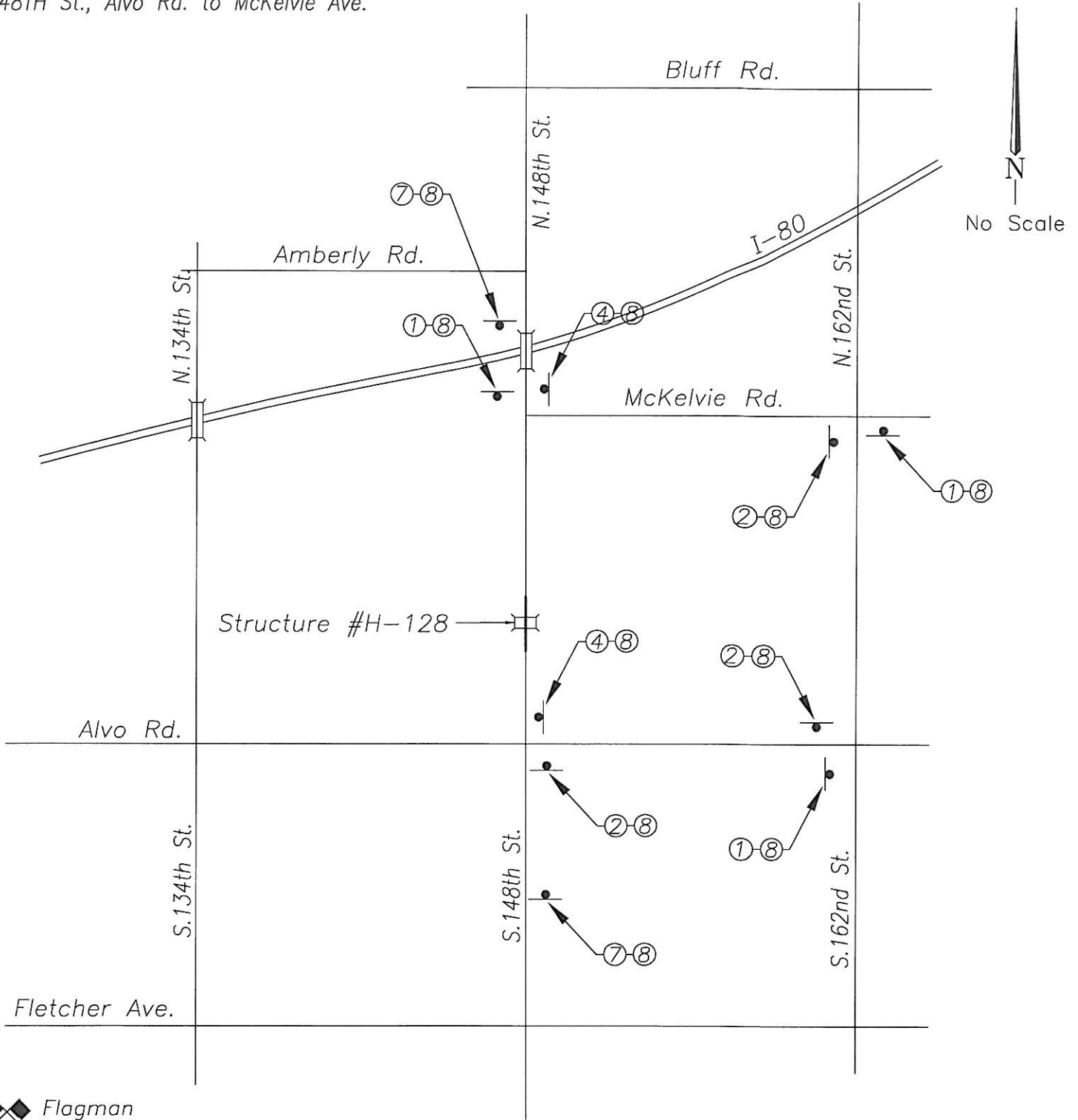
BARRICADE PLAN FOR H-128, PROJECT 17-10
 N.148TH St., Alvo Rd. to McKelvie Ave.



- ┌ Barricade, Type III; with Type "A" Light
- ▤ Barricade, Type II; with Type "A" Light
- └ Sign Mounted on Wood Post

Barricades, Type III	13	Barr.Day/Day
Barricades, Type II	0	Barr.Day/Day
Construction Signs	9	Sign Day/Day
Non-Standard Signs	0	(No Pay Item)

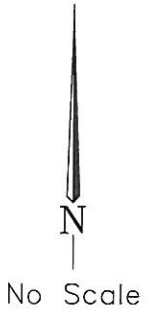
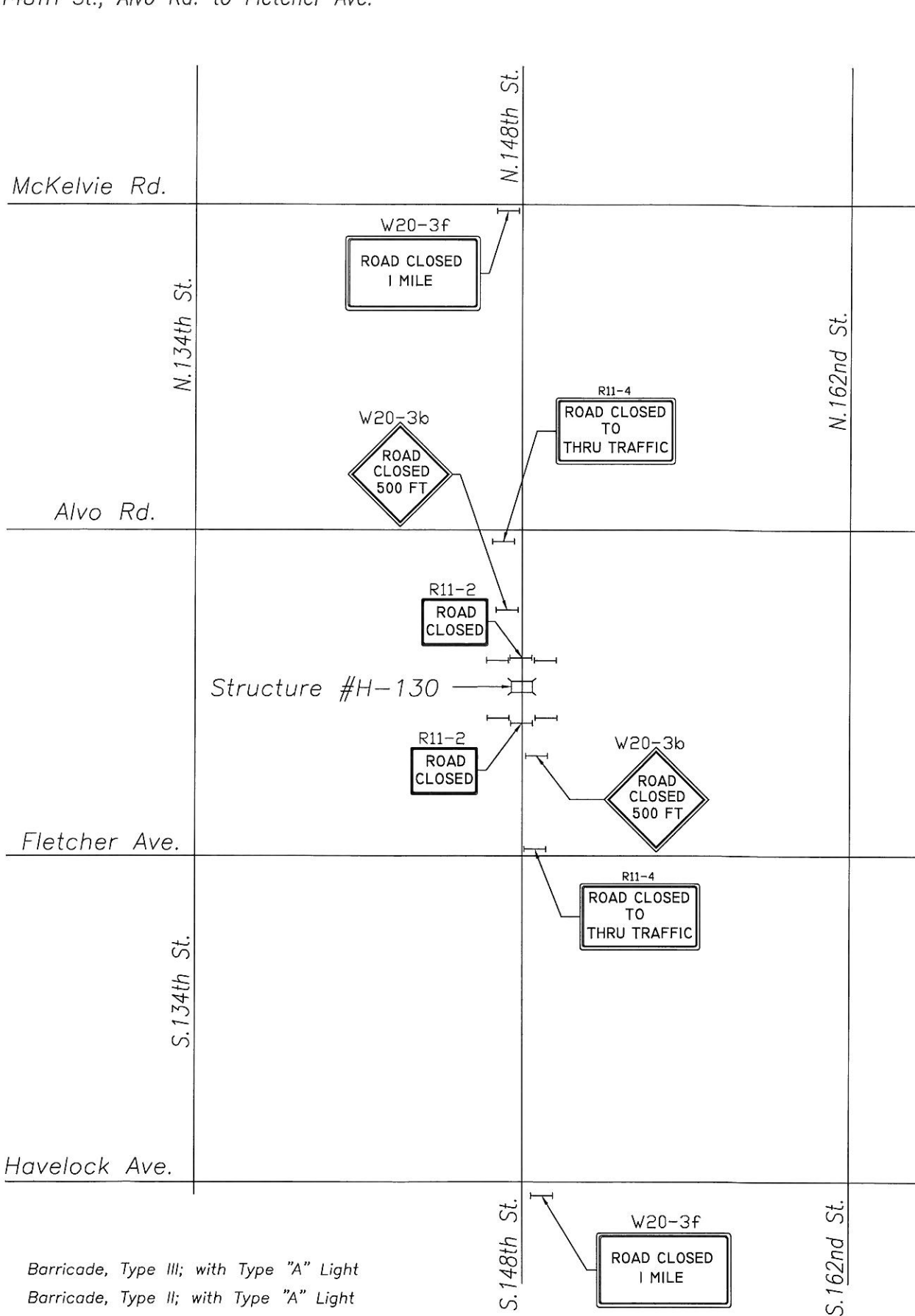
DETOUR PLAN FOR H-128, PROJECT 17-10
 N.148TH St., Alvo Rd. to McKelvie Ave.



- 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 | 10 | Sign Day/Day |
| Non-Standard Signs | 10 | (No Pay Item) |
- ** Non-Standard Signs Provided By County

- ① "Detour" (Left Arrow) - (M4-10L)
- ② "Detour" (Right Arrow) - (M4-10R)
- ③ "Detour" (Straight Arrow) - (M4-10)
- ④ "End Detour" - (M4-8A)
- ⑤ "Detour 1 Mile Ahead"- (W20-2f)
- ⑥ "Detour 1000 Ft."- (W20-2c)
- ⑦ "Detour Ahead"- (W20-2A)
- ⑧ "N. 148th St."- (**)

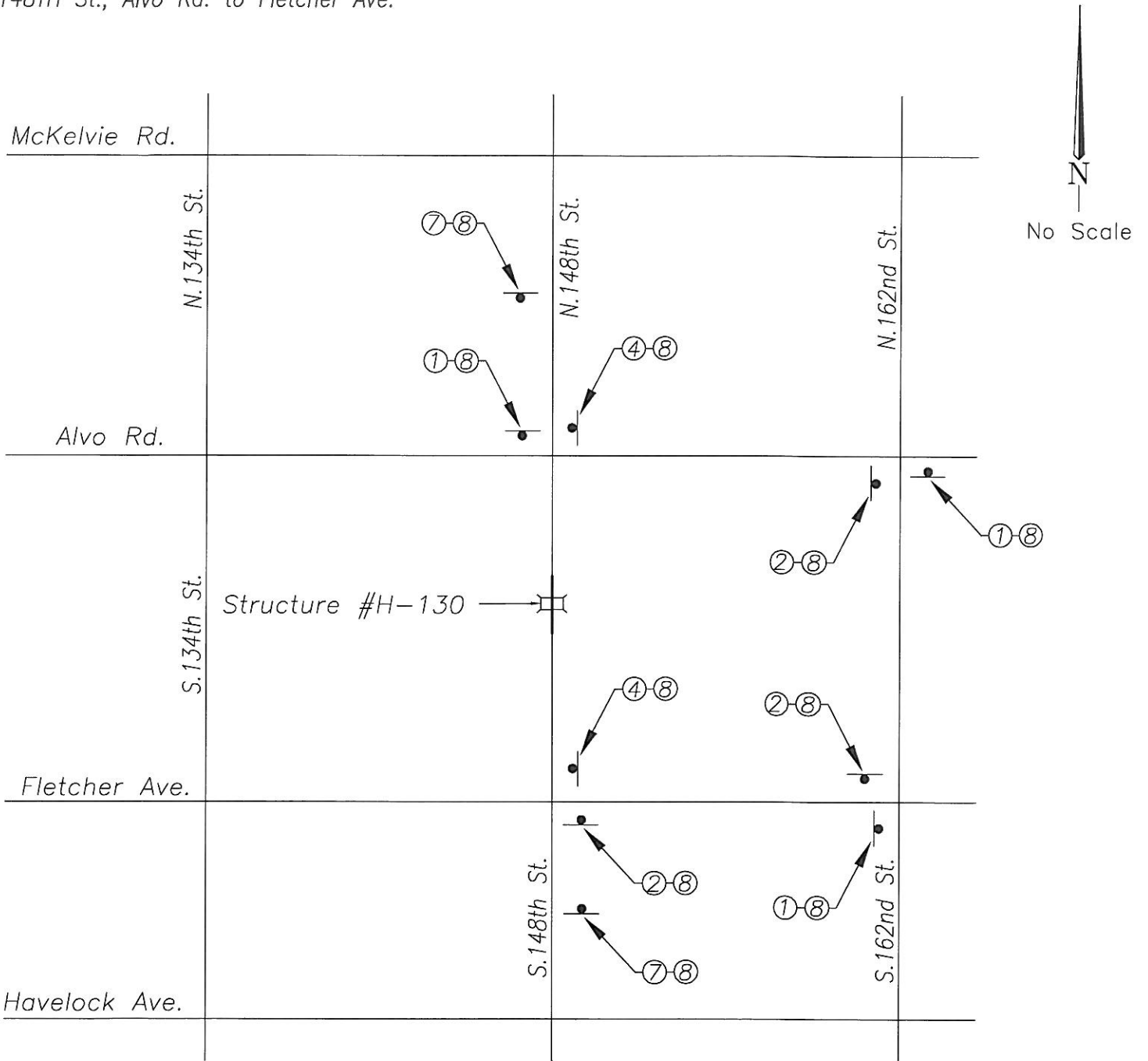
BARRICADE PLAN FOR H-130, PROJECT 17-10
 N.148TH St., Alvo Rd. to Fletcher Ave.









- I Barricade, Type III; with Type "A" Light
- II Barricade, Type II; with Type "A" Light
- ⊥ Sign Mounted on Wood Post

Barricades, Type III	13	Barr.Day/Day
Barricades, Type II	0	Barr.Day/Day
Construction Signs	8	Sign Day/Day
Non-Standard Signs	0	(No Pay Item)

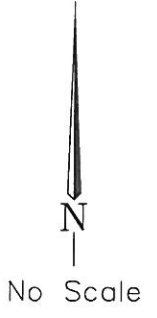
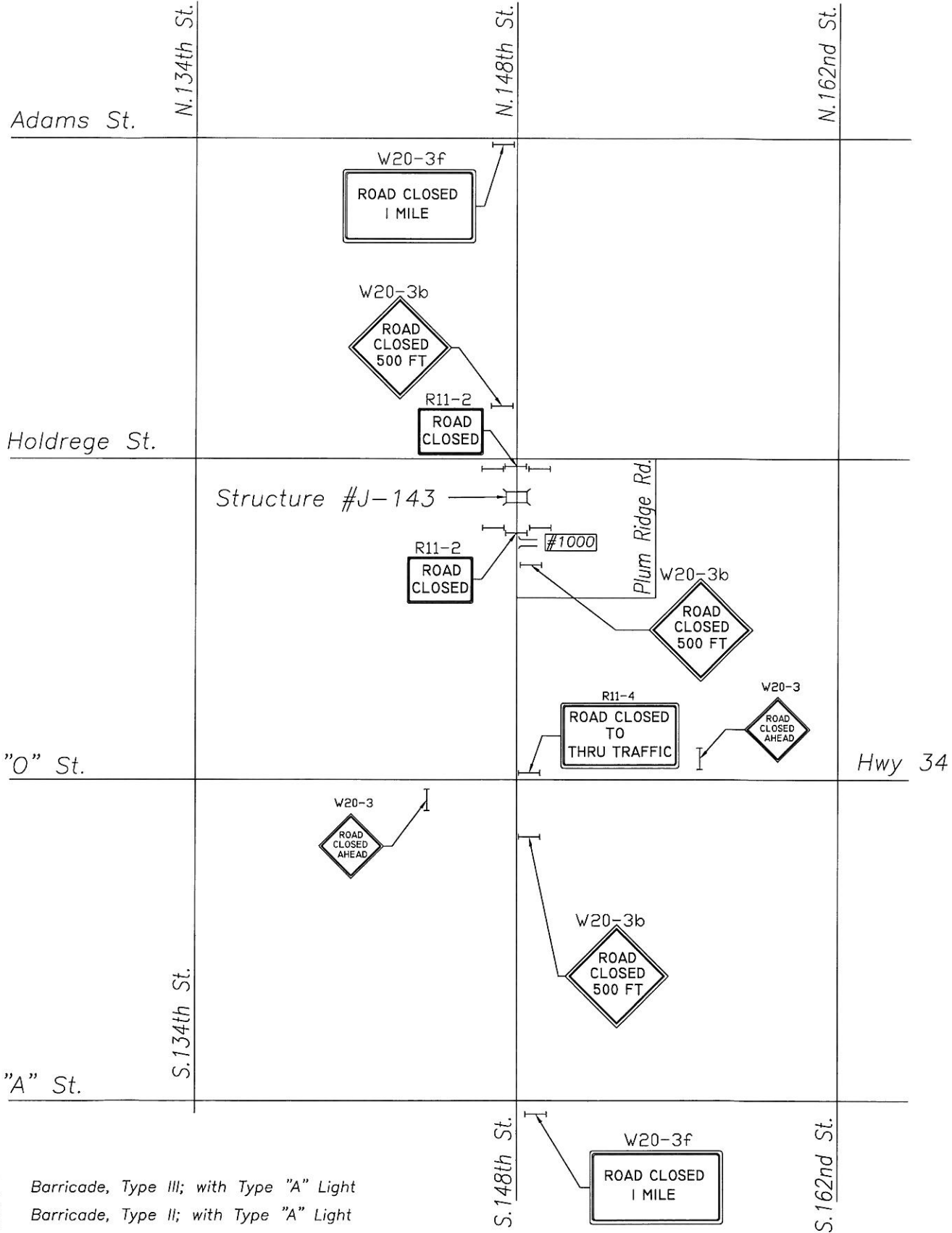
DETOUR PLAN FOR H-130, PROJECT 17-10
 N.148TH St., Alvo Rd. to Fletcher Ave.



-  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 | 10 | Sign Day/Day |
| Non-Standard Signs | 10 | (No Pay Item) |
- ** Non-Standard Signs Provided By County

- ① "Detour" (Left Arrow) - (M4-10L)
- ② "Detour" (Right Arrow) - (M4-10R)
- ③ "Detour" (Straight Arrow) - (M4-10)
- ④ "End Detour" - (M4-8A)
- ⑤ "Detour 1 Mile Ahead"- (W20-2f)
- ⑥ "Detour 1000 Ft."- (W20-2c)
- ⑦ "Detour Ahead"- (W20-2A)
- ⑧ "N. 148th St."- (**)

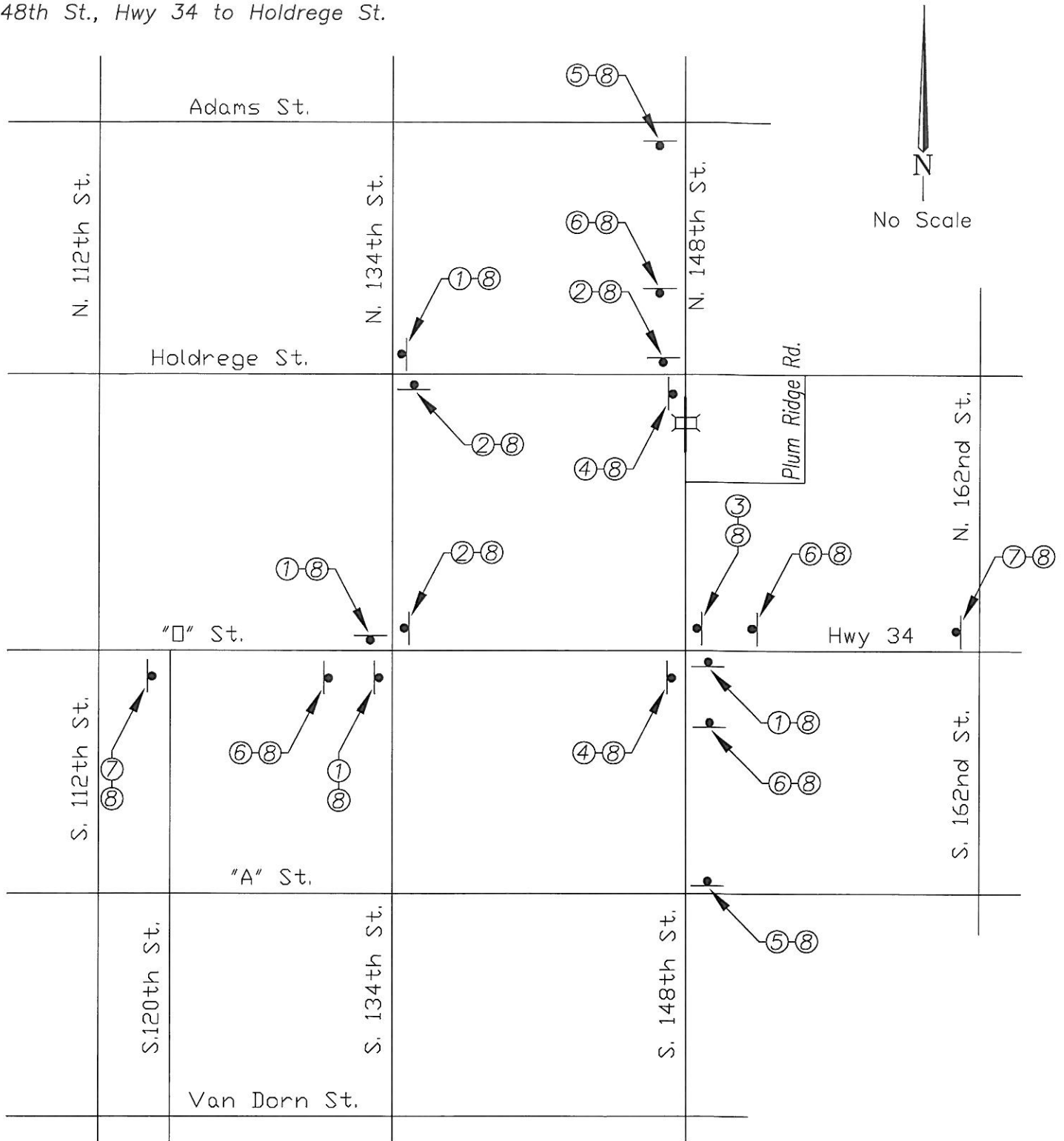
BARRICADE PLAN FOR J-143, PROJECT 17-10
 N.148TH St., Hwy 34 to Holdrege St.



- ┌ Barricade, Type III; with Type "A" Light
- ▬ Barricade, Type II; with Type "A" Light
- └ Sign Mounted on Wood Post

Barricades, Type III	14	Barr.Day/Day
Barricades, Type II	0	Barr.Day/Day
Construction Signs	10	Sign Day/Day
Non-Standard Signs		(No Pay Item)

DETOUR PLAN FOR J-143, PROJECT 17-10
 N.148th St., Hwy 34 to Holdrege St.



- 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 | 18 | Sign Day/Day |
| Non-Standard Signs | 18 | (No Pay Item) |
- ** Non-Standard Signs Provided By County

- ① "Detour" (Left Arrow) - (M4-10L)
- ② "Detour" (Right Arrow) - (M4-10R)
- ③ "Detour" (Straight Arrow) - (M4-10)
- ④ "End Detour" - (M4-8A)
- ⑤ "Detour 1 Mile Ahead"- (W20-2f)
- ⑥ "Detour 1000 Ft."- (W20-2c)
- ⑦ "Detour Ahead"- (W20-2A)
- ⑧ "N. 148th St."- (**) 05/19/2017

PERFORMANCE AND LABOR AND MATERIAL PAYMENT BOND

Bond No. HGMW-10-A15-0872

KNOW ALL MEN BY THESE PRESENTS, that we, TCW Construction Inc. as principal, hereinafter referred to as "Contractor," and Hudson Insurance Company, a corporate surety company authorized to transact business in the State of Nebraska as surety, hereinafter referred to as "Surety," are held and firmly bound unto the County of Lancaster, Nebraska, hereinafter referred to as "County," in the penal sum of _____ * _____ Dollars and _____/100 (\$715,937.00) 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.

* Seven Hundred Fifteen Thousand Nine Hundred Thirty-seven And No/100THS

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.

Nebraska. Bid No. 17-171, Project 17-10, Concrete Box Culverts H-128, H130 and J-143

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 23rd day of June, 2017

Steph. B...
Witness
141 M St., Lincoln, NE 68508
Address

Kevin P. Moore
Witness
735 S. 56th St Lincoln, NE 68510
Address

TCW Construction Inc.
Contractor
Joseph M Delgado
President
141 M Street Lincoln, NE 68508
Address

Hudson Insurance Company
Surety
Robert T. Cirone
Attorney-in-fact Robert T. Cirone
735 S. 56th St Lincoln, NE 68510
Address

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



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Robert T. Cirone, James M. King, Jacob J. Buss, Suzanne P. Westerholt, Thomas L. King of the State of Nebraska

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Ten Million Dollars (\$10,000,000.00).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Executive Vice President thereunto duly attested, on this 8th day of April, 2014 at New York, New York.



Attest: Dina Daskalakis Corporate Secretary

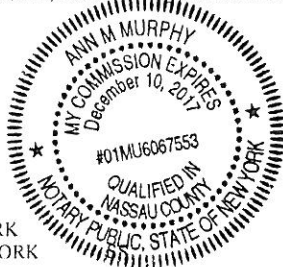
HUDSON INSURANCE COMPANY

By: Christopher T. Suarez Executive Vice President

STATE OF NEW YORK COUNTY OF NEW YORK SS

On the 8th day of April, 2014 before me personally came Christopher T. Suarez to me known, who being by me duly sworn did depose and say that he is an Executive Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



ANN M. MURPHY Notary Public, State of New York No. 01MU6067553 Qualified in Nassau County Commission Expires December 10, 2017

CERTIFICATION

STATE OF NEW YORK COUNTY OF NEW YORK

The undersigned Dina Daskalakis hereby certifies.

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.



In witness whereof, I have signed the hand of the undersigned and the seal of said Corporation this 23rd day of June, 2017.

By: Dina Daskalakis, Corporate Secretary

 **AIA** Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

TCW Construction, Inc.
141 M St.
Lincoln, NE 68508

SURETY:
(Name, legal status and principal place of business)

Hudson Insurance Company
100 William St., 5th Floor
New York, NY 10038

OWNER:
(Name, legal status and address)

County Treasurer of Lancaster County
440 S. 8th St., Ste 200
Lincoln, NE 68508

BOND AMOUNT: Five percent of the amount bid (\$-5%-)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT:
(Name, location or address, and Project number, if any)

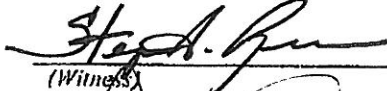
Concrete Box Culverts H-128, H-130 and J-143, Project 17-10

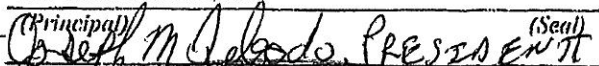
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 14th day of June, 2017


(Witness)

TCW CONSTRUCTION, INC.
(Principal)  (Seal)
(Title) PRESIDENT


(Witness)

HUDSON INSURANCE COMPANY
(Surety)  (Seal)

(Title) James M. King Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



BID BOND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Robert T. Cirone, James M. King, Jacob J. Buss, Suzanne P. Westerholt, Thomas L. King of the State of Nebraska

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Executive Vice President thereunto duly authorized, on this 24th day of May, 2016 at New York, New York.

(Corporate seal)



Dina Daskalakis, Corporate Secretary

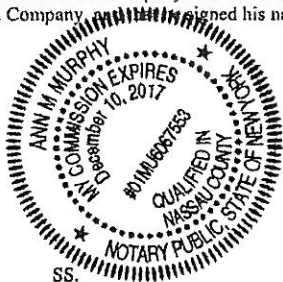
HUDSON INSURANCE COMPANY

By Christopher T. Suarez, Executive Vice President

STATE OF NEW YORK COUNTY OF NEW YORK SS.

On the 24th day of May, 2016 before me personally came Christopher T. Suarez to me known, who being by me duly sworn did depose and say that he is an Executive Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and signed his name thereto by like order.

(Notarial Seal)



ANN M. MURPHY Notary Public, State of New York No. 01MU6067553 Qualified in Nassau County Commission Expires December 10, 2017

STATE OF NEW YORK COUNTY OF NEW YORK SS.

CERTIFICATION

The undersigned Dina Daskalakis hereby certifies:

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertaking made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.



Witness the hand of the undersigned and the seal of said Company this 14th day of June, 2017

By Dina Daskalakis, Corporate 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.

Name and Mailing Address of Purchaser			Name and Mailing Address of Seller		
Name Lancaster County Engineering Department			Name TCW Construction Inc.		
Legal Name					
Street Address (Do not use PO Box) 444 Cherrycreek Rd., Bldg. "C"			Street or Other Mailing Address 141 M Street		
City Lincoln,	State NE	Zip Code 68528	City Lincoln	State NE	Zip Code 68508

Check Type of Certificate

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

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

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

Section A — Nebraska Resale Certificate

Description of Property or Service Purchased

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

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

My Nebraska Sales Tax Permit Number is 01-_____.

If none, state the reason _____.

or Foreign State Sales Tax Number _____ State _____.

Section B — Nebraska Exempt Sale Certificate

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

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

Description of Items Purchased	Intended Use of Items Purchased
_____	_____

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

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

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

1. Purchase of building materials or fixtures.

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

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

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

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

**sign
here** ▶

Authorized Signature _____

Title _____

Date _____

Authorized Signature Name (please print) _____

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

Sellers cannot accept incomplete certificates.

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

Instructions

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

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

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

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

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

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

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

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

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

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

Penalties. Any purchaser who gives a Form 13 to a seller for 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 TCW Construction Inc.			Name Lancaster County Engineering Department		
Street or Other Mailing Address 141 M 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 Concrete Box Culverts H-128, H-130 and J-143			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. 17-171 - Project No. 17-10					

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

Joseph M Delgado

PRESIDENT

06-23-17

INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Pursuant to Neb. Rev. Stat. § 77-1323, I, Joseph M Delgado, do hereby certify that all equipment to be used on County Project No. 17-10; Concrete Box Culverts H-128, H-130 and J-143, except that equipment acquired since the assessment date, has been assessed for taxation for the current year, in Lancaster County,

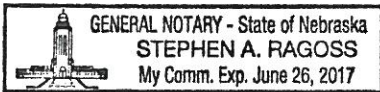
DATED this 23 day of June, 2017.

By: Joseph M Delgado
Title: PRESIDENT

STATE OF Nebraska)
COUNTY OF Lancaster)ss.
)

On June 23, 2017, before me, the undersigned Notary Public duly commissioned for and qualified in said County, personally came Joseph M. Delgado, to me known to be the identical person, whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

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



Stephen A. Ragoss
Notary Public
June 26, 2017
My Commission Expires

(SEAL)

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, Joseph M. Delgado, 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: JOSEPH M DELGADO
 (First, Middle, Last)

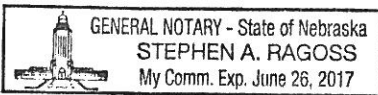
SIGNATURE: Joseph M Delgado

TITLE PRESIDENT

State of Nebraska)
)ss.

County of Lancaster)

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



Stephen A. Ragoss
 Notary Public



CERTIFICATE OF LIABILITY INSURANCE

6/1/2018

DATE (MM/DD/YYYY)

6/26/2017

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 have ADDITIONAL INSURED provisions or 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 LOCKTON COMPANIES 13710 FNB Pkwy, Suite 400 Omaha NE 68154 402-970-6100	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____														
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Employers Mutual Casualty Company</td> <td>21415</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty Co of America</td> <td>25674</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Employers Mutual Casualty Company	21415	INSURER B : Travelers Property Casualty Co of America	25674	INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER E :															
INSURER F :															
INSURED 1378870 TCW CONSTRUCTION, INC 141 M STREET LINCOLN, NE 68508															

COVERAGES 1187648 **CERTIFICATE NUMBER:** 14792281 **REVISION NUMBER:** XXXXXXXX

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"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y N	5D45140	6/1/2017	6/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N N	5E45140	6/1/2017	6/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	N N	ZUP-51M60549	6/1/2017	6/1/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
A	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 N N/A	5H45140	6/1/2017	6/1/2018	<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)
 RE: Project: Project No. 17-10, Concrete Box Culverts H-128, H-130, and J-143. City of Lincoln and/or Lancaster County and/or City of Lincoln/Lancaster County Public Building Commission, and the officers, agents, and employees for any of them are additional insureds on general liability if required by written contract. Waiver of subrogation on workers' compensation in favor of the additional insureds where allowable by law. 30 day notice of cancellation given to the holder except for 10 days due to non-payment of premium.

CERTIFICATE HOLDER**CANCELLATION** See Attachments

14792281
 City of Lincoln and/or
 Lancaster County and/or
 City of Lincoln/Lancaster County Public Bldg Comm
 555 South 10th Street
 Lincoln NE 68508

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED OWNERS, LESSEES OR CONTRACTORS AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION CONTRACT OR AGREEMENT INCLUDING COMPLETED
OPERATIONS - PRIMARY AND NON-CONTRIBUTORY**

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. Section H - 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:
 - a. your ongoing operations for the additional insured; or
 - b. "Your work" for the additional insured and included in the "products - completed operations hazard".

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.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury," "property damage" and "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 the 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.

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.

D. The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1.) The additional insured is a Named Insured under such other insurance; and
- (2.) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

E. All other terms and conditions of this policy remain unchanged.

CG 7174.3(10-13)

POLICY NUMBER: 5H45140

WC 00 03 13 04/84

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

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

ANY OR ALL PERSONS OR ORGANIZATIONS SUBJECT TO A WRITTEN CONTRACT REQUIRING SUCH A WAIVER AGREEMENT.

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

WC 00 03 13
(04/84)



CERTIFICATE OF LIABILITY INSURANCE

6/1/2018

DATE (MM/DD/YYYY)

6/26/2017

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.

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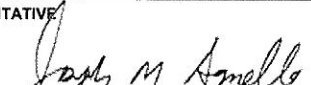
PRODUCER LOCKTON COMPANIES 13710 FNB Pkwy, Suite 400 Omaha NE 68154 402-970-6100	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Employers Mutual Casualty Company		21415
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INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES 1187648 **CERTIFICATE NUMBER:** 14792281 **REVISION NUMBER:** XXXXXXX

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Project: Project No. 17-10, Concrete Box Culverts H-128, H-130, and J-143. City of Lincoln and/or Lancaster County and/or City of Lincoln/Lancaster County Public Building Commission, and the officers, agents, and employees for any of them are additional insureds on general liability if required by written contract. Waiver of subrogation on workers' compensation in favor of the additional insureds where allowable by law. 30 day notice of cancellation given to the holder except for 10 days due to non-payment of premium.

CERTIFICATE HOLDER 14792281 City of Lincoln and/or Lancaster County and/or City of Lincoln/Lancaster County Public Bldg Comm 555 South 10th Street Lincoln NE 68508	CANCELLATION See Attachments 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 
---	---

POLICY NUMBER: 5D45140

COMMERCIAL GENERAL LIABILITY
CG 20 10 04/13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

City of Lincoln and/or Lancaster County and/or City of Lincoln/Lancaster County Public Building Commission

Location of Covered Operation(s):

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

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", "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 performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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 additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. 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
2. 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 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:

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.

POLICY NUMBER: 5H45140

WC 00 03 13 04/84

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

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

City of Lincoln and/or Lancaster County and/or City of Lincoln/Lancaster County Public Building Commission

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

WC 00 03 13
(04/84)