

C-17-0570

**CONTRACT DOCUMENTS**

**LANCASTER COUNTY**

**NEBRASKA**

**For**

**Bid No. 17-165**

**Project No: 17-11**

**SCOUR REPAIR AT BRIDGE H-120**

**High Plains Enterprises Inc.  
2200 West Martell Road, PO Box 96  
Martell, NE 68404**

LANCASTER COUNTY, NEBRASKA  
CONTRACT AGREEMENT

THIS CONTRACT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_, hereinafter called the High Plains Enterprises Inc. 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. 17-165, Project No. 17-11, Scour Repair at Bridge H-120; 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: Seventy One Thousand Five Hundred Seven Dollars and 50/100 (\$71,507.50).
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 September 11, 2017 (or within 30 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. Instructions to Bidders
  2. Supplemental Instructions to Bidders
  3. Map
  4. Accepted Proposal of Contractor
  5. Contractor Work Resume Form
  6. Project Schedule Form
  7. Special Provisions
  8. Barricade and Detour Plans
  9. Performance and Labor and Material Payment Bond
  10. Purchasing Agent Appointment
  11. Nebraska Resale or Exempt Sale Certificate
  12. Tax Assessment Form
  13. Employer Classification Act Instructions
  14. Employee Classification Act Affidavit
  15. Insurance Clause and Certificate

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

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

EXECUTION BY LANCASTER COUNTY, NEBRASKA

ATTEST:

BY THE BOARD OF COUNTY COMMISSIONERS OF  
LANCASTER COUNTY, NEBRASKA

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

Contract and Bond Approved as to Form

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EXECUTION BY CONTRACTOR

IF A CORPORATION:

High Plains Enterprises Inc  
Name of Corporation

ATTEST:  
Linda Mueller  
Secretary

2200 W. Mantell Rd  
(Address)

By: Moh Sait  
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

# INSTRUCTIONS TO BIDDERS

## LANCASTER COUNTY, NEBRASKA

### PURCHASING DIVISION

#### E-Bid

#### 1. BIDDING PROCEDURE

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

#### 2. BID SECURITY

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

#### 3. BIDDER'S REPRESENTATION

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

#### 4. INDEPENDENT PRICE DETERMINATION

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

5. CLARIFICATION OF SPECIFICATION DOCUMENTS

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

6. ADDENDA

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

7. ANTI-LOBBYING PROVISION

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

8. BRAND NAMES

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

9. DEMONSTRATIONS/SAMPLES

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

10. DELIVERY (Non-Construction)

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

11. WARRANTIES, GUARANTEES AND MAINTENANCE

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

12. ACCEPTANCE OF MATERIAL

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

13. BID EVALUATION AND AWARD

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

14. INDEMNIFICATION

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

15. TERMS OF PAYMENT

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

16. LAWS

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

17. EQUIPMENT TAX ASSESSMENT

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

18. AFFIRMATIVE ACTION

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

19. INSURANCE

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

20. EXECUTION OF CONTRACT

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

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

21. TAXES AND TAX EXEMPTION CERTIFICATE

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

22. E-VERIFY

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



# SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

## Lancaster County Engineering Department Road and Bridge Construction Projects

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

1. Section 1.3 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.

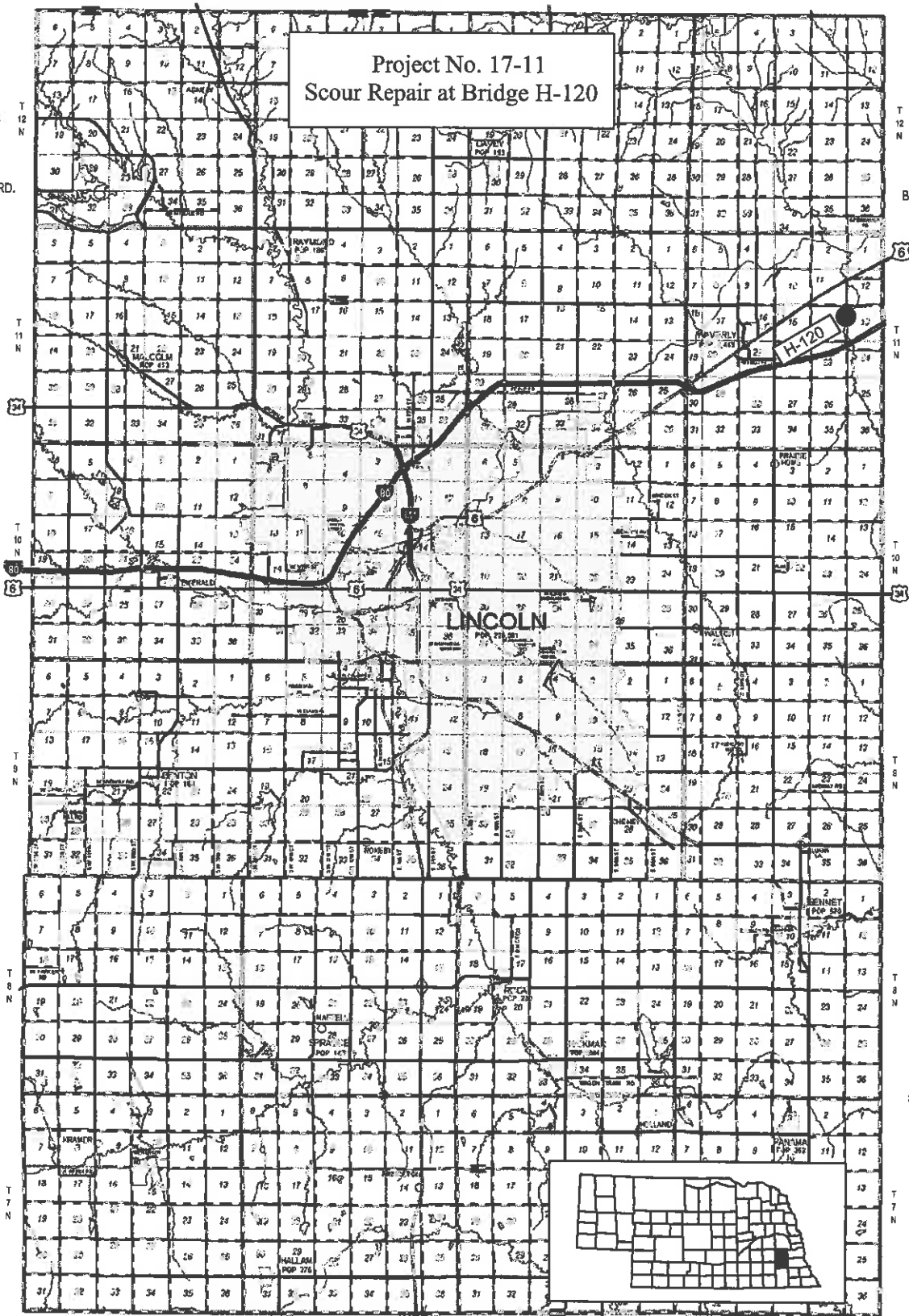
# LANCASTER COUNTY, NEBRASKA



NO SCALE

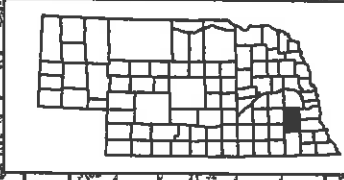
NW 140TH ST. NW 126TH ST. NW 112TH ST. NW 105TH ST. NW 98TH ST. NW 94TH ST. NW 70TH ST. NW 66TH ST. NW 40TH ST. NW 27TH ST. NW 12TH ST. N. 1ST ST. N. 14TH ST. N. 27TH ST. N. 40TH ST. N. 56TH ST. N. 70TH ST. N. 84TH ST. N. 98TH ST. N. 112TH ST. N. 120TH ST. N. 134TH ST. N. 141ST ST. N. 148TH ST. N. 162ND 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.  
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VAN DORN ST.  
PIONEERS BLVD.  
OLD CHENEY RD.  
PINE LAKE RD.  
YANKEE HILL RD.  
ROKEBY RD.  
SALTILLO RD.  
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 28TH ST. SW 14TH ST. SW 2ND ST. S. 12TH ST. S. 26TH 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<br>440 S. 8th St.<br>Lincoln, NE 68508 | Address             | See specifications |
| Email           | rwalla@lincoln.ne.gov  | Contact             | Robert Walla                                      | Contact             | NE                 |
| Phone           | 1 (402) 441-8309   | Department          |   | Department          |                    |
| Fax             | 1 (402) 441-6513   | Building            |   | Building            |                    |
| Bid Number      | 17-165   | Floor/Room          | Suite 200   | Floor/Room          |                    |
| Title           | Scour Repair at Bridge<br>H-120, Project 17-11 (County Engineer) | Telephone           | (402) 441-8309                                    | Telephone           |                    |
| Bid Type        | Bid  | Fax                 | (402) 441-6513                                    | Fax                 |                    |
| Issue Date      | 5/26/2017 08:40 AM (CT)  | Email               | rwalla@lincoln.ne.gov                             | Email               |                    |
| Close Date      | 6/7/2017 12:00:00 PM (CT)  |                     |   |                     |                    |

## Supplier Information

|            |   |
|------------|---|
| Company    | HIGH PLAINS ENTERPRISES INC (High Plains Diversified Enterprises Inc) |
| Address    | 2200 West Martell Road<br>PO BOX 96<br>Martell, NE 68404              |
| Contact    | Mark Smith  |
| Department |   |
| Building   |   |
| Floor/Room |   |
| Telephone  | (402) 421-6316  |
| Fax        | (402) 421-1386  |
| Email      | HPEINC@yahoo.com  |
| Submitted  | 6/7/2017 11:21:49 AM (CT)   |
| Total      | \$71,507.50   |

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

Signature Kevin George Mack

Email kevin@highplainsnebraska.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  |
|---------------------------|------------------------------------|--|
| 6/7/2017 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 <b>Save</b> . |
| 6/7/2017 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  | <p>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.</p> <p>Insurance Certificate and required Endorsements are required at time of contract execution by the vendor.</p> <p>Vendors are strongly encouraged to send the insurance requirements and endorsement information to their insurance agent prior to bid close in order to expedite the contract execution process.</p> | Yes      |
| 4  | NDOR Standard Specs for Hwy Construction | I acknowledge reading and understanding the current Nebraska Department of Road's Standard Specifications for Highway Construction Supplemental Specifications to the Standard Specifications for Highway Construction, view at: <a href="http://www.dor.state.ne.us/ref-man/">http://www.dor.state.ne.us/ref-man/</a>  | Yes      |
| 5  | Work Resume Form                         | I have attached my Contractor Work Resume Form to this bid, if 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.<br>YOU MUST INDICATE YOUR METHOD OF BID BOND SUBMISSION IN BOX TO RIGHT! | I have delivered my bid bond. |
| 14 | Electronic Signature           | Please check here for your electronic signature.   | Yes                           |
| 15 | Contract                       | Name of person submitting this bid:  | Kevin G. Mack                 |
| 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 30 working days following notice to proceed or no later than September 11, 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                           |

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.

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**Line Items**

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| # | Qty | UOM      | Description                                 | Response    |
|---|-----|----------|---|-------------|
| 1 | 1   | Lump Sum | Scour Repair at Bridge H-120, Project 17-11 | \$71,507.50 |

Item Notes: Fill out the itemized Excel spreadsheet attached below. Attach completed spreadsheet on the 'Response Attachments' of your response.

Supplier Notes:

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Response Total: \$71,507.50

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Contractor Name High Plains Enterprises

| Line No. | Description  | Estimated Quantity | Unit     | Unit Price | Amount      |
|----------|--|--------------------|----------|------------|-------------|
|          | <b>Project No. 17-11; Scour Repair at County Bridge H-120<br/>Part I</b> |                    |          |            |             |
|          | <b>Group 1 - Grading</b>   |                    |          |            |             |
| 1        | General Clearing And Grubbing  | 1.00               | Lump Sum | \$3,000.00 | \$3,000.00  |
| 2        | Excavation (Established Quantity)  | 950.00             | Cu.Yds.  | \$7.00     | \$6,650.00  |
| 3        | Rock RipRap, Type B  | 1,070.00           | Ton      | \$47.00    | \$50,290.00 |
| 4        | Salvaging And Placing Top Soil   | 595.00             | Sq.Yds.  | \$1.10     | \$654.50    |
|          | <b>Total Group 1 =</b>   |                    |          |            | \$60,594.50 |
|          | <b>Group 5 - Landscaping</b>   |                    |          |            |             |
| 5        | Erosion Control, Class 1D  | 787.00             | Sq. Yds. | \$2.00     | \$1,574.00  |
| 6        | Fabric Silt Fence, Low Porosity  | 193.00             | Lin. Ft. | \$3.00     | \$579.00    |
| 7        | Erosion Checks, Type "Wattle"  | 150.00             | Lin. Ft. | \$4.00     | \$600.00    |
|          | <b>Total Group 5 =</b>   |                    |          |            | \$2,753.00  |
|          | <b>Group 10 - General</b>  |                    |          |            |             |
| 8        | Construction Staking And Surveying                                       | 1.00               | Lump Sum | \$3,000.00 | \$3,000.00  |
| 9        | Barricades, Type III   | 400.00             | BarrDay  | \$2.10     | \$840.00    |
| 10       | Construction Signs   | 240.00             | SignDay  | \$1.75     | \$420.00    |
| 11       | Flagging   | 1.00               | Day      | \$400.00   | \$400.00    |
| 12       | Mobilization   | 1.00               | Lump Sum | \$3,500.00 | \$3,500.00  |
|          | <b>Total Group 10 =</b>  |                    |          |            | \$8,160.00  |
|          | <b>Total All Groups =</b>  |                    |          |            | \$71,507.50 |



CONTRACTOR WORK RESUME FORM  
FOR  
LANCASTER COUNTY, NEBRASKA

PROJECT NO. 17-11

SCOUR REPAIR AT BRIDGE H-120

The following is a list of projects recently completed by High Plains Enterprises which are thought to  
(Firm Name)

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

1. CITY OF LINCOLN - GAME + PARKS JANAKA TRAIL REPAIRS  
Owner Project Name and/or Number  
Street Address \$380,000.00 12/30/16  
Contract Amount Completion Date  
City State Zip  
SARA WATZEL (402) 441-8261  
Name Owner's Representative Phone

Brief Description of Work

PLACE RIP RAP / CLEAN UP OF STRUCTURE / PLACE SURFACE ROCK ON TRAIL

2. NDOR - SIMON CONTRACTORS BLOCK SOUTHWEST  
Owner Project Name and/or Number  
Street Address \$280,000.00 MAY 2017  
Contract Amount Completion Date  
City State Zip  
DALE BURKHEAD (308) 532-8600  
Name Owner's Representative Phone

Brief Description of Work

CLEAR & GRUB / REMOVE TREES / EMBANKMENT / PLACE RIP RAP



PROJECT SCHEDULE  
FOR  
LANCASTER COUNTY, NEBRASKA

PROJECT NO. 17-11

SCOUR REPAIR AT BRIDGE H-120

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 31<sup>st</sup>, 2017 and to complete all work on or before September 11<sup>th</sup>, 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-120  | 30                   |

Part B

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-120 may not begin until after Lancaster County acquires 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-120                          | AUG 10 2017          | SEP 11 2017               |
| 2.  |                                |                      |                           |
| 3.  |                                |                      |                           |
| 4.  |                                |                      |                           |
| 5.  |                                |                      |                           |
| 6.  |                                |                      |                           |
| 7.  |                                |                      |                           |
| 8.  |                                |                      |                           |
| 9.  |                                |                      |                           |
| 10. |                                |                      |                           |
| 11. |                                |                      |                           |
| 12. |                                |                      |                           |
| 13. |                                |                      |                           |
| 14. |                                |                      |                           |
| 15. |                                |                      |                           |
| 16. |                                |                      |                           |
| 17. |                                |                      |                           |
| 18. |                                |                      |                           |
| 19. |                                |                      |                           |
| 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 Plan, Detour Plan, or Lane Closure Plan 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 re-opened to traffic.

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 time periods(s) specified on the Project Schedule Form.

### 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 no detour route provided 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.

### 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" or as directed by the Project Engineer. Each construction site will be barricaded; however, this site will not 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.

### EXCAVATION AND EMBANKMENT

#### EXCAVATION (ESTABLISHED QUANTITY)

Work to be done under this section of the Special Provisions will consist of channel excavation, channel clean-out, or channel shaping as shown on the grading cross-sections. The Contractor will exercise caution while excavating beneath any bridge to avoid damage to the substructure or superstructure. Any structural damage caused by the Contractor will be his responsibility and will be repaired at his expense.

In the event that all the excavated material from channel excavations and the like that cannot be utilized at the construction site, the said material as well as any non-salvageable construction debris becomes the property of the Contractor.

### 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 BRIDGES

The work of placing and compacting Embankment adjacent to bridges between the faces of the abutment walls and vertical planes 10' outside and parallel to the ends of the floor 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 around and under the bridges to avoid damage to substructure or superstructure elements. Any structural damage caused by the Contractor will be his responsibility and will be repaired at his expense.

### RIPRAP AND TOPSOIL

#### PLACING ROCK RIPRAP, TYPE(S) "B"

The Contractor will exercise caution while placing the riprap material around and under the bridges to avoid damage to substructure or superstructure elements. Any structural damage caused by the Contractor will be his responsibility and will be repaired at his expense.

#### SALVAGING AND PLACING TOPSOIL

The work included and covered in this section to the Special Provisions is described in Section 207 of the Standard Specifications with the following amendments:

Section 207.01 will be amended to read:

The Contractor will remove the excavated material from the locations shown on the plans, stockpile it, and place the salvaged material on the areas to be protected by rock riprap. The Contractor will NOT be required to cover the rock riprap areas located directly beneath a bridge (between driplines) or below the ordinary high water line of channels at a bridge or culvert site. It is the intent of this Special Provision that the Contractor use the excavated material deemed on the Plans as "waste" to accomplish this work.

Section 207.03 Paragraph 3a. will be amended to read:

The areas to be covered with topsoil as indicated in the Plans. The Contractor will place and tamp the topsoil (using placing equipment) until a 6" thick layer of material covering the rock riprap has been achieved.

Section 207, Article 207.03, Paragraph 3b., 3c., 3d., 5a. and 5b. are null and void.

Section 207, Article 207.05, Paragraph 2 is null and void.

All areas for which placement of topsoil is required shall also be seeded, fertilized and protected by an erosion control method approved by the Project Engineer.

## 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 will consist of work such as Temporary Ditching or Diking, Cat Tracking, Contour Cultivation, Temporary Silt Fence, and 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", Class 1 "D" Light Weight Double Net Erosion Control Blanket, and Class 2 - Type "C" Turf Reinforcement Mat.

The Contractor will be allowed to use hydromulching methods on this project 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.

Class 1 "D" Light Weight Double Net Erosion Control Blanket shall be installed in accordance with the Plans and as described in Section 807 of the Standard Specifications. The blanket material must be selected from the State of Nebraska Department of Roads approved products list and will be paid for under the item "Erosion Control, Type 1-D".

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

**REVEGATATION**

**REVEGATATION PLAN FOR PROJECT SITES IN THIS CONTRACT**

All areas protected by rock riprap, (exclusive of those areas beneath a bridge) will be topsoiled, fertilized, seeded, and protected by "Erosion Control, Class 1-D", "Erosion Control, Class 2-C", or "Hydromulching" above the ordinary water line. Other methods must be approved by the project engineer.

All areas within the right-of-way or easements disturbed by construction will be fertilized, seeded, and protected by "Erosion Control, Class 1-D" as indicated in the Plans.

The following seed mixture shall be used for type(s) "A" 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 <sub>2</sub> )                       | 36 lbs.                                |
| Available Phosphoric Acid (P <sub>2</sub> O <sub>5</sub> ) | 96 lbs.                                |

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

|                            |        |
|----------------------------|--------|
| Nitrogen (Total Available) | 0 lbs. |
|----------------------------|--------|

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. |
|----------------------------|--------|

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 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.

HYDROMULCHINGDescription

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 "Hydromulch" is 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" ", or "Cover Crop Seeding".

In areas where the use of Class 1 - Type D Light Weight Double Net Erosion Control Blanket 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 item "Erosion Control , Class 1-D".

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.

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](mailto: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 locsestrife | <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: \_\_\_\_/\_\_\_\_/\_\_\_\_

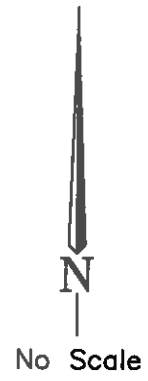
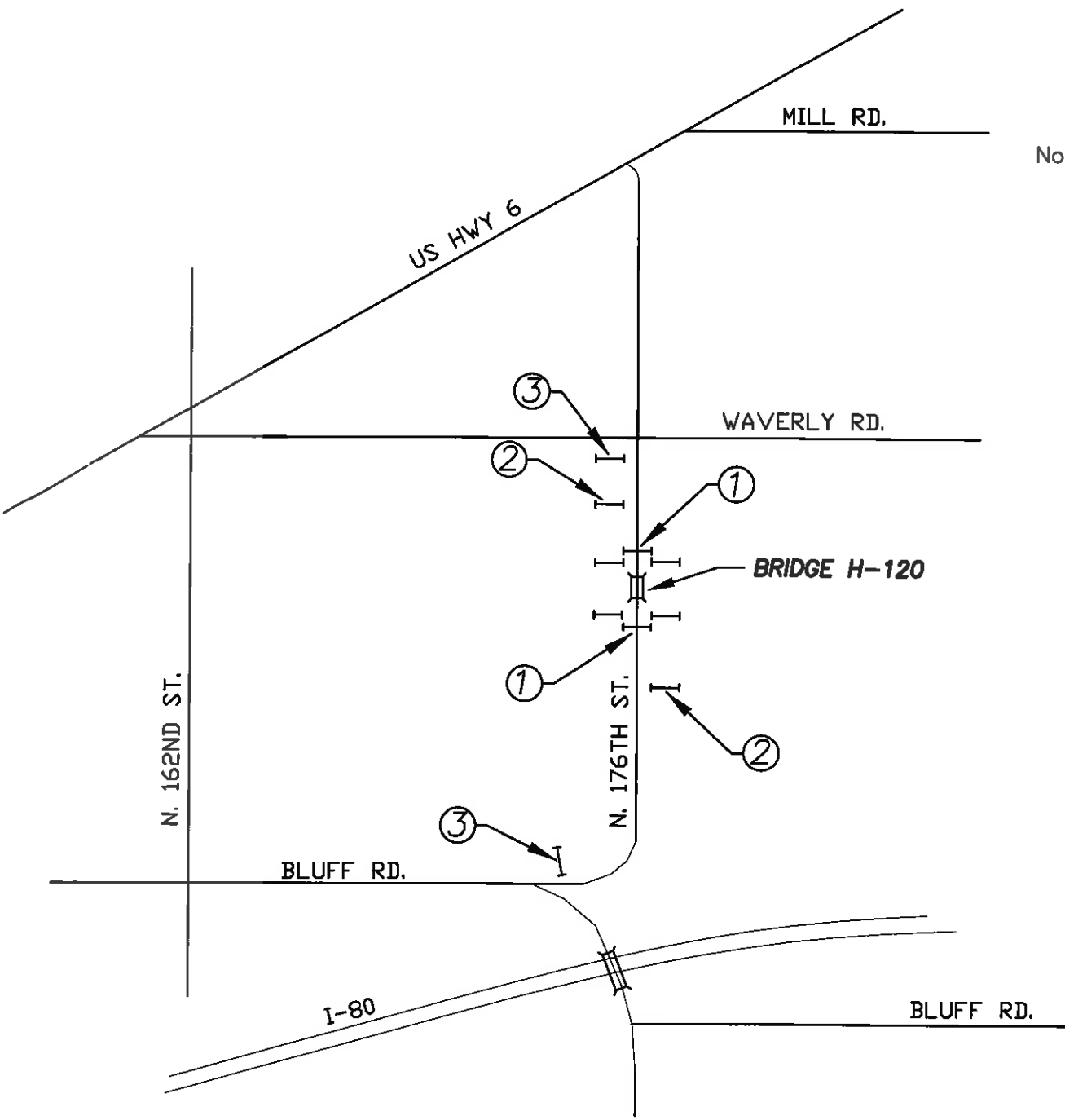
Certified by: \_\_\_\_\_ Title \_\_\_\_\_

\*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  
PROJECT NO. 17-11  
N. 176TH STREET  
(BLUFF RD. TO WAVERLY RD.)**



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

|  |  |
|--|--|
|  | 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    10    Barr.Day/Day |
|  | Barricades, Type II    0    Barr.Day/Day   |
|  | Construction Signs    6    Sign Day/Day    |

PERFORMANCE AND LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, High Plains Diversified Enterprises, Inc. as principal, hereinafter referred to as "Contractor," and North American Specialty 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 Seventy One Thousand Five Hundred Seven Dollars and 50/100 (\$71,507.50) lawful money of the United States for the payment of which sum, well and truly to be made, we bind ourselves and our heirs, executors, administrators, legal representatives, successors, and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Contractor has entered into a certain contract with the County, dated \_\_\_\_\_, which contract hereby defined to include all contract documents (Instructions to bidders, the accepted bid proposal, special and general conditions, specifications, and drawings) is by reference hereby made a part hereof and is hereinafter referred to as "Contract" for Project No. 17-11; Scour Repair at Bridge H-120, Lancaster County, Nebraska.

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

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

IN WITNESS WHEREOF, this bond is executed this 11th day of July, 2017

[Signature]  
Witness  
2200 W. Martell Rd  
Address

[Signature]  
Witness  
14010 FNB Pkwy., Ste. 300, Omaha, NE 68154  
Address

High Plains Diversified Enterprises, Inc.  
Contractor  
[Signature]  
President  
P.O. Box 96, Martell, NE 68404  
Address

North American Specialty Insurance Company  
Surety  
[Signature]  
Maura P. Kelly Attorney-in-fact  
14010 FNB Pkwy., Ste. 300, Omaha, NE 68154  
Address

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

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Overland Park, Kansas each does hereby make, constitute and appoint:

DAVID A. DOMINIANI, JOAN LEU, MAURA P. KELLY, SHARON K. MURRAY and JACQUELINE L. DREY

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

'RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.'



By [Signature] Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation

By [Signature] Mike A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 7th day of April, 2017.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook

ss:

On this 7th day of April, 2017, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President

of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 11th day of July, 2017.

11-1666

**BID BOND**

Conforms with The American Institute of Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, High Plains Diversified Enterprises, Inc., P.O. Box 96, Martell, NE 68404

\_\_\_\_\_ as Principal, hereinafter called the Principal,  
and the North American Specialty Insurance Company

of 1450 American Lane, Suite 1100, Schaumburg, IL 60173, a corporation duly organized under  
the laws of the State of New Hampshire, as Surety, hereinafter called the Surety, are held and firmly bound unto


Lancaster County Treasurer as Obligee, hereinafter called the Obligee,  
in the sum of FIVE PERCENT OF AMOUNT BID


Dollars (\$ 5% ), for the payment of which sum well and truly to be made, the said Principal and the said  
Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Concrete Box Culverts F-225/G-111/G-144 Project No. 17-09

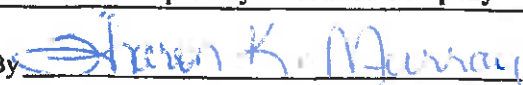
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee  
in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with  
good and sufficient surety for the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

Signed and sealed this 7th day of June, 2017.

  
\_\_\_\_\_  
Witness

High Plains Diversified Enterprises, Inc. (Seal)  
Principal  
 President  
\_\_\_\_\_  
Title

Contract Documents  
\_\_\_\_\_  
Witness

North American Specialty Insurance Company  
By   
\_\_\_\_\_  
Sharon K. Murray, Attorney-in-Fact



NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

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DAVID A. DOMINIANI, JOAN LEU, MAURA P. KELLY, SHARON K. MURRAY and JACQUELINE L. DREY

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.



By Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation

By Mike A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 7th day of April, 2017.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook ss:

On this 7th day of April, 2017, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 7th day of June, 2017.

## CONTRACT AGREEMENT

### RE: PURCHASING AGENT APPOINTMENT

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

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

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

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



# Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption

Form  
**13**

| Name and Mailing Address of Purchaser                                |             |                   | Name and Mailing Address of Seller                               |             |                   |
|--|-------------|-------------------|--|-------------|-------------------|
| Name<br>Lancaster County Engineering Department                      |             |                   | Name<br>High Plain Enterprises Inc.                              |             |                   |
| Legal Name   |             |                   |  |             |                   |
| Street Address (Do not use PO Box)<br>444 Cherrycreek Rd., Bldg. "C" |             |                   | Street or Other Mailing Address<br>2200 W Martell Rd., PO Box 96 |             |                   |
| City<br>Lincoln,   | State<br>NE | Zip Code<br>68528 | City<br>Martell  | State<br>NE | Zip Code<br>68404 |

**Check Type of Certificate**

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

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

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

**Section A—Nebraska Resale Certificate**

Description of Property or Service Purchased

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

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

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

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

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

**Section B—Nebraska Exempt Sale Certificate**

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

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

Description of Items Purchased

Intended Use of Items Purchased

If exemption category 3 or 4 is claimed, enter your Nebraska Exemption Certificate number. 05-\_\_\_\_\_

Do not enter your Federal Employer ID Number.

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

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

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

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

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

(exempt entity)

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

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

**sign  
here**

Authorized Signature \_\_\_\_\_

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<br><b>High Plains Enterprises Inc.</b>                             |                    | Name<br><b>Lancaster County Engineering Department</b>                   |   |
| Street or Other Mailing Address<br><b>2200 W Martell Rd., PO Box 96</b> |                    | Street or Other Mailing Address<br><b>444 Cherrycreek Rd., Bldg. "C"</b> |   |
| City<br><b>Martell</b>  | State<br><b>NE</b> | Zip Code<br><b>68404</b>   | City<br><b>Lincoln,</b>   |
|   |                    |  | State<br><b>NE</b>  |
|   |                    |  | Zip Code<br><b>68528</b>  |
| Name and Location of Project  |                    | Appointment Information  |   |
| Name<br><b>Scour Repair at Bridge H-120</b>                             |                    | Effective Date (see Instructions)  |   |
| Street or Other Mailing Address   |                    | Expiration Date  |   |
| City<br><b>Lancaster County, NE</b>                                     | State              | Zip Code   | Nebraska Exemption Number (Exempt Organizations Only)<br><b>N/A (Gov't)</b> |
| Identify Project<br><b>Bid No. 17-165 - Project No. 17-11</b>           |                    |  |   |

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

**sign here** ▶

Authorized Signature of Governmental Unit or Exempt Organization

Title

Date

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

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

**sign here** ▶

Signature of Prime Contractor or Authorized Representative

Title

Date

## INSTRUCTIONS

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

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

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

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

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

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

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

**DELEGATION OF PRIME CONTRACTOR'S AUTHORITY.**

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

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

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

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

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

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

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

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

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

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

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

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

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, Mark Smith, do hereby certify that all equipment to be used on County Project No. 17-11; Scour Repair at Bridge H-120, except that equipment acquired since the assessment date, has been assessed for taxation for the current year, in LANCASTER County,

DATED this 14 day of July, 2017.

By: [Signature]

Title: President

STATE OF Nebraska )  
COUNTY OF Lancaster ) ss.

On July 14<sup>th</sup>, 2017, before me, the undersigned Notary Public duly commissioned for and qualified in said County, personally came Mark Smith, 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.



Michelle R. Senstock  
Notary Public

August 1, 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, Mark Smith, 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: Mark Smith  
(First, Middle, Last)

SIGNATURE: [Handwritten Signature]

TITLE: President

State of Nebraska )  
 )ss.

County of Lancaster )

This affidavit was signed and sworn to before me, the undersigned Notary Public, on this

14<sup>th</sup> day of July, 2017.

Michelle R. Senstock  
 Notary Public





## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on \_\_\_\_\_ at 12:01 A.M. standard time, forms a part of  
(DATE)  
Policy No. \_\_\_\_\_ of the \_\_\_\_\_  
(NAME OF INSURANCE COMPANY)  
issued to \_\_\_\_\_  
Premium \$ \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative

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 any one not named in the Schedule.

### Schedule

#### BLANKET WAIVER OF SUBROGATION - FORM WC000313

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 ANY PERSON OR ORGANIZATION WITH WHOM THE INSURED HAS AGREED, IN A WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT THIS RIGHT WILL BE WAIVED FOR WORK PERFORMED BY YOU FOR THAT PERSON OR ORGANIZATION.

THIS AGREEMENT SHALL NOT OPERATE DIRECTLY OR INDIRECTLY TO BENEFIT ANY ONE NOT SPECIFICALLY IDENTIFIED IN A QUALIFYING CONTRACT OR AGREEMENT.



**C. SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is amended:****1. To read SUPPLEMENTARY PAYMENTS****2. Bail Bonds**

Item 1.b. is amended as follows:

- b. Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

**3. Loss of Earnings**

Item 1.d. is amended as follows:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

**4. The following language is added to Item 1.**

However, we shall have none of the duties set forth above when this insurance applies only for **Voluntary Property Damage Coverage and/or Care, Custody or Control Property Damage Coverage** and we have paid the Limit of Liability or the Aggregate Limit for these coverages.

**SECTION II- WHO IS AN INSURED****A. The following change is made:****Extended Reporting Requirements**

Item 3.a. is deleted and replaced by the following:

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

**B. The following provisions are added****4. BROAD FORM NAMED INSURED**

Item 1.f. is added as follows:

- f. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period only if there is no other similar insurance available to that entity. However:

- (1) Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired more than 50 percent of the voting stock; and
- (2) Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired more than 50 percent of the voting stock.

**5. Additional Insured - Owners, Lessees or Contractors - Automatic Status When Required in Construction or Service Agreement With You**

- a. 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 is an insured. Such person or organization is an additional insured only with respect to your liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person or organization directly arising out of:

1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

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

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. Supervisory, inspection, architectural or engineering activities.

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

2. "Bodily injury" or "property damage" occurring after:
  - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

#### 6. Additional Insured – Limited Products Completed Operations Coverage

- a. Any person(s) or organization(s), but only with respect to your liability for "bodily injury" or "property damage" which may be imputed to that person(s) or organization(s) directly arising out of "your work" performed for that additional insured and included in the "products-completed operations hazard" is an insured.

However:

- (1) The insurance afforded to such additional insureds only applies to the extent permitted by law;
- (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.
- (3) Coverage will cease five years from the completion of "your work" if:
  - (a) a time frame is not stipulated in the written contract or written agreement; or
  - (b) a time frame longer than 5 years is stipulated in the written contract or written agreement

However if a lesser time frame is stipulated in the written contract or written agreement then that time frame will prevail.

- b. With respect to the insurance afforded to any additional insured under this endorsement, the following additional exclusionary language shall apply:

This insurance does not apply to "bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architecture, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

#### 7. Additional Insured - Vendors

- a. Any person(s) or organization(s) (referred to throughout this additional coverage as vendor), but only with respect to "bodily injury" or "property damage", which may be imputed to that person(s) or organization(s) arising out of "your products" shown with the Schedule which are distributed or sold in the regular course of the vendor's business is an insured.

However:

- (1) The insurance afforded to such vendor only applies to the extent permitted by law; and
- (2) If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.



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

**PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

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;
- (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;
- (3) The additional insured gives us prompt written notice of any "occurrence" which may result in a claim and prompt written notice of "suit";
- (4) The additional insured immediately forwards all legal papers to us, cooperates in the investigation or settlement of the claim or defense against the "suit", and otherwise complies with policy conditions.
- (5) The additional insured must tender the defense and indemnity of any claim or "suit" to any other insurer which also insures against a loss we cover under this policy. This includes, but is not limited to, any insurer which has issued a policy of insurance in which the additional insured qualifies as an insured. For the purpose of this requirement, the term "insures against" refers to any self-insurance and to any insurer which issued a policy of insurance that may provide coverage for the loss, regardless of whether the additional insured has actually requested that the insurer provide the additional insured with a defense and/or indemnity under that policy of insurance.
- (6) The additional insured agrees to make available any other insurance that the additional insured has for a loss we cover under this policy.



POLICY NUMBER:

60465390

## FORMS SUPPLEMENTAL DECLARATIONS

The following coverage form(s) govern coverage that is not limited to any specific state even though they are specifically listed in only one state in the declarations.

## Other Forms

## Applicable to the state of Nebraska

|                 |  |
|-----------------|--|
| CG0001(04-13)   | COMM GENERAL LIAB COVG FORM                        |
| CG2106(05-14)   | EXCL-ACCESS/DISCLOSURE OF CONFIDENTIAL/PERSONAL    |
| CG2147(12-07)   | EMPLOYMENT-RELATED PRACTICES EXCL                  |
| CG2150(04-13)   | AMENDMENT OF LIQUOR LIAB EXCLUSION                 |
| CG2155-(09-99)  | TOTAL POLLUTION EXCL W/A HOSTILE FIRE EXCEPTION    |
| CG2167(12-04)   | FUNGI/BACTERIA EXCL                                |
| CG2170(01-15)   | CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM     |
| CG2187(01-15)   | CONDITIONAL EXCL OF TERRORISM                      |
| CG2196(03-05)   | SILICA/SILICA-RELATED DUST EXCL                    |
| CG2279(04-13)   | EXCL-CONTRACTORS-PROFESSIONAL LIAB                 |
| *CG2292(12-07)  | SNOW PLOW OPERATIONS COVG                          |
| *CG7001(02-05)  | COMMERCIAL GENERAL LIABILITY COVERAGE PART         |
| *CG7004(02-05)  | COMM GENERAL LIABILITY SUPPLEMENTAL DECLARATIONS   |
| CG7116(01-02)   | EXCL-EXTERIOR INSULATION & FINISH SYSTEMS          |
| CG7155(01-07)   | ABUSE/MOLESTATION EXCL                             |
| CG7201(02-15)   | EXTENDED ULTRA LIAB PLUS END                       |
| IL-0021(07-02)  | NUCLEAR ENERGY LIAB EXCL END                       |
| IL0017(11-98)   | COMMON POLICY CONDITIONS                           |
| IL0259(09-07)   | NE-CHGS CANCEL & NONRENEW                          |
| IL7009-(04-91)  | AMENDATORY END PUNITIVE/EXEMPLARY DAMAGES EXCL     |
| IL7068(01-10)   | EXCL-LEAD-HAZARDOUS PROPERTIES                     |
| IL7069(01-10)   | EXCL-UNDERGROUND STORAGE TANKS                     |
| IL7070(09-12)   | ABSOLUTE ASBESTOS EXCL                             |
| IL7095(01-14)   | INTERNET SECURITY & PRIVACY INS END                |
| IL7105(10-14)   | PRIMARY & NONCONTRIBUTORY-OTHER INSURANCE CONDITIO |
| *SPECEND(00-00) | SPECIAL END  |
| ST1609(01-07)   | NOTICE ABUSE/MOLESTATION EXCL                      |
| *ST1644(01-12)  | POLICY WEBSITE STUFFER                             |
| *ST1813(10-15)  | IMPORTANT NOTICE-INTERNET SECURITY & PRIVACY       |
| *ST1882(06-16)  | NOTICE-LOCATION & PREMISES CLARIFICATION           |





POLICY NUMBER:

60465390

## FORMS SUPPLEMENTAL DECLARATIONS

The following coverage form(s) govern coverage that is not limited to any specific state even though they are specifically listed in only one state in the declarations.

## Other Forms

Applicable to the state of Nebraska

|                  |  |
|------------------|--|
| ST1025WC(04-92)  | WORK COMP & EMPLOYERS LIAB INSURANCE POLICY      |
| *ST1034WC(05-07) | A FEW MINUTES NOW CAN SAVE YOU MONEY             |
| *ST1644(01-12)   | POLICY WEBSITE STUFFER                           |
| *UW1590(02-13)   | NE-WORK COMP-PREMIUM CREDIT APPLICATION          |
| WC000000C(01-15) | WORK COMP & EMPLOYERS LIAB INS POLICY            |
| WC000313(04-84)  | WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS END   |
| WC000406(04-84)  | PREMIUM DISCOUNT END                             |
| WC000419(01-01)  | PREMIUM DUE DATE END                             |
| WC000421D(01-15) | CATASTROPHE (OTHER THAN TERRORISM) PREMIUM END   |
| WC000422B(01-15) | TERRORISM RISK INS PROGRAM REAUTHORIZATION ACT   |
| *WC2(05-95)      | WORK COMP DEC                                    |
| *WC2S(01-95)     | WORK COMP SUPPLEMENTAL DEC                       |
| WC260402(01-95)  | NE-CONTRACTING CLASSIFICATION PREMIUM ADJUSTMENT |
| WC260601C(07-96) | NE-CANCEL & NONRENEW END                         |

