

CONTRACT DOCUMENTS

LANCASTER COUNTY

N E B R A S K A

For

Bid No. 18-072

Project No: 18-03

CULVERT MAINTENANCE 2018 (PHASE I)

Tim Sisco Construction LLC

26133 S. 84th St. Ct.

Firth, NE 68358

LANCASTER COUNTY, NEBRASKA
CONTRACT AGREEMENT

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

WHEREAS, the County has caused to be prepared in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described and has caused to be published an advertisement for and in connection with said Work, to-wit: Bid No. 18-072, Project No. 18-03, Culvert Maintenance 2018 (Phase I); and

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

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

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

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute construct, and compete all work included in and covered by the County's award of this Contract to the Contractor, such award being based on the acceptance by the County of the Contractor's Proposal.
2. The County agrees to pay the Contractor for the performance of the work embraced in this Contract and the Contractor agrees to accept as full compensation therefor, the following sums for all work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the County in the sum of: Three Hundred Eighty Thousand Eight Hundred Sixty Seven Dollars and 35/100 (\$380,867.35).
3. EQUAL EMPLOYMENT OPPORTUNITY: In connection with the carrying out of this project, the Contractor shall not discriminate against any employee, applicant for employment, or any other person because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
4. To the extent permitted by law, the County relinquishes control of the construction site to the Contractor and its subcontractors during the period of construction. The construction, placement of barricades, and posting of warning signs in the area of construction will be the responsibility of the Contractor. This shall include the placement of construction equipment and any obstacles which are created as a result of the construction project. The placement of barricades and warning signs shall be in compliance with the Manual on Uniform Control Devices, the 2011 City of Lincoln Standard Specifications for Municipal Construction, as supplemented by the 2007 Edition of the Standard Specifications of Highway Construction of the State of Nebraska, the Special Provisions, Supplementary Special Provisions, and all other supplementary documents to this Agreement. To the extent permitted by law, the Contractor expressly accepts control of the construction site, such control shall include, but not be limited to, barricades, signs, road crossings, warning signs, construction equipment and any obstacles created during construction of the project.
5. It is the express intent of the parties that this Agreement shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the County and employees of the County shall not be deemed to be employees of the Contractor. The Contractor and the County shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the County's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

6. Each party agrees to indemnify and hold harmless, to the fullest extent allowed by law, the other party and its principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of their principals, officers, or employees in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, each party shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this Agreement shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.
7. This Contract shall be effective upon execution by both parties. The Work included in this Contract shall commence on April 30, 2018 (*or upon notice to proceed by the County*) and shall be completed on or before September 28, 2018.
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:

Tin Sisco Construction LLC
Name of Corporation

ATTEST:

26133 S 89th St. Ct. Firth, NE 68358
(Address)

Secretary

By: [Signature]
Duly Authorized Official

Member
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.

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) 441-8103 or e-mail purchasing@lincoln.ne.gov for assistance.

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

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

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

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

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

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

LANCASTER COUNTY, NEBRASKA

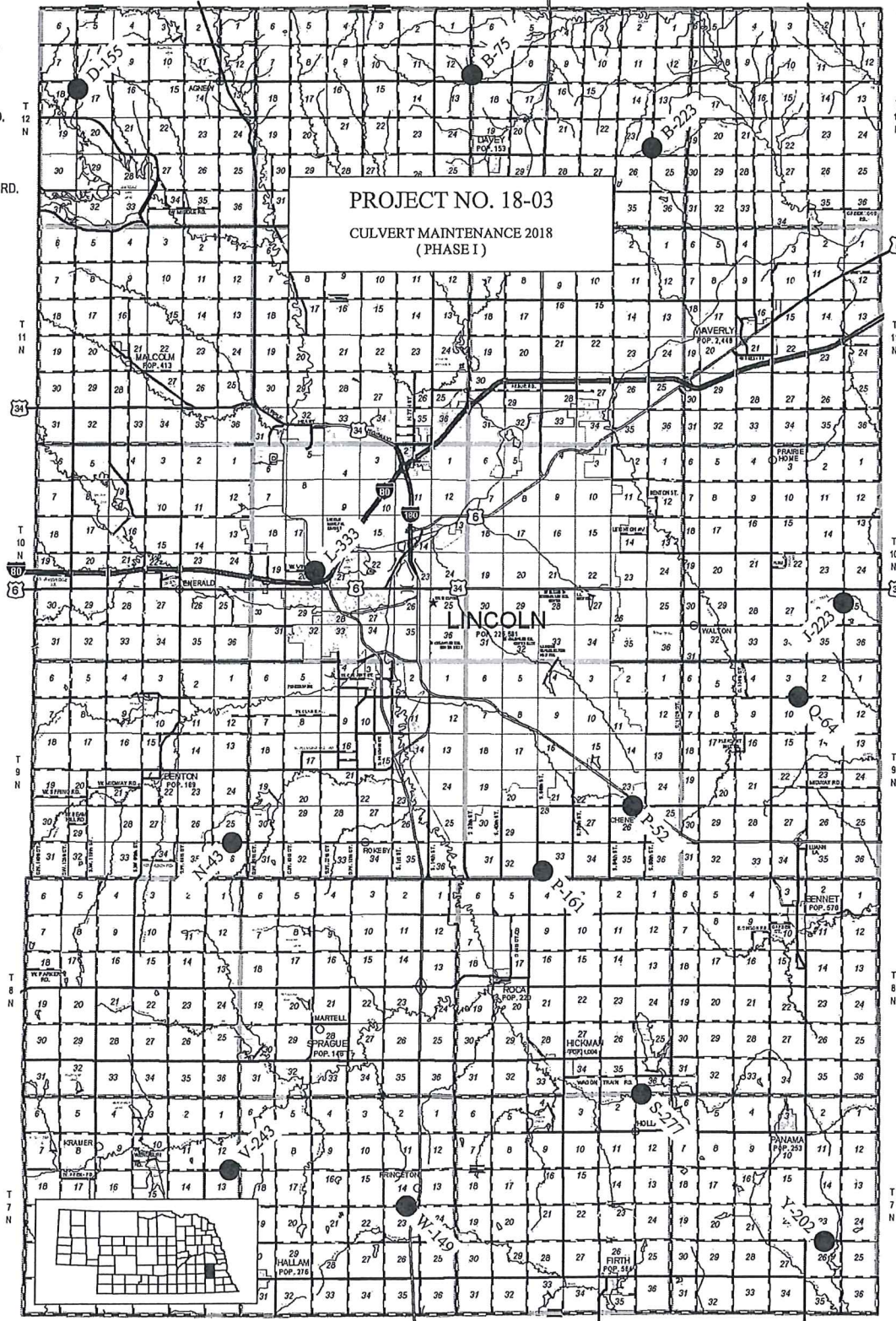


NO SCALE

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

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

ASHLAND RD.
LITTLE SALT RD.
AGNEW RD.
ROCK CREEK RD.
DAVEY RD.
BRANCHED OAK RD.
RAYMOND RD.
MILL RD.
WAVERLY RD.
BLUFF RD.
McKELVIE RD.
ALVO RD.
FLETCHER AV.
HAVELOCK AV.
ADAMS ST.
HOLDREGE ST.
'O' ST.
'A' ST.
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 126TH ST. SW 114TH ST. SW 100TH ST. SW 86TH ST. SW 72ND ST. SW 58TH ST. SW 42ND ST. SW 29TH ST. SW 14TH ST. SW 2ND ST. S. 12TH ST. S. 25TH ST. S. 38TH ST. S. 54TH ST. S. 68TH ST. S. 82ND ST. S. 96TH ST. S. 110TH ST. S. 120TH ST. S. 134TH ST. S. 148TH ST. S. 162ND ST. S. 176TH ST. S. 190TH ST.

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

Bid Information		Contact Information		Ship to Information
Bid Creator	Robert Walla Purchasing Agent	Address	Purchasing\City & County 440 S. 8th St. Lincoln, NE 68508	Address
Email	rwalla@lincoln.ne.gov	Contact	Robert Walla - Purchasing Agent	Contact
Phone	1 (402) 441-8309			Department
Fax	1 (402) 441-6513			Building
Bid Number	18-072	Department		Floor/Room
Title	CULVERT MAINTENANCE 2018 (PHASE I) County Project No. 18-03 (Co. Engineer)	Building		Telephone
Bid Type	Bid	Floor/Room		Fax
Issue Date	3/7/2018 10:00 AM (CT)	Telephone	(402) 441-8309	Email
Close Date	3/28/2018 12:00:00 PM (CT)	Fax		
		Email	rwalla@lincoln.ne.gov	

Supplier Information

Company	Tim Sisco Construction L L C
Address	26133 s 84th st ct Firth, NE 68358
Contact	Tim Sisco
Department	
Building	
Floor/Room	
Telephone	(402) 239-0779
Fax	
Email	tim.sisco.construction@gmail.com
Submitted	3/27/2018 10:19:59 PM (CT)
Total	\$380,867.35

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

Signature Timothy J Sisco

Email tim.sisco.construction@gmail.com

Supplier Notes

Bid Notes

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

Bid Activities

Date	Name	Description
3/28/2018 12:00:00 PM (CT)	Intent to Bid - General Contractor Listing	If you intend to bid as a Sub Contractor, select "No, I do not intend to respond to this opportunity" in the Response Intent Box, click Save. Click "Intent" a second time, select "Yes, I intend to respond to this opportunity" in the Response Intent Box, click Save.

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 the applicable terms listed in the Insurance Clause document including the submission of the Certificate of ACCORD and the following endorsements:</p> <ol style="list-style-type: none"> 1. Additional Insured - Lancaster County. 2. Workers Compensation - Waiver of Subrogation. 3. 30 Day Cancellation Notice <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: http://www.dor.state.ne.us/ref-man/	Yes
5	Work Resume Form	I have attached my Contractor Work Resume Form to this bid if my company has not completed work for Lancaster County in the last 3 years.	Yes
6	Method of Completion	I have attached my Method of Completion Form to this bid.	Yes
7	Special Provisions	I acknowledge reading and understanding the Special Provisions.	Yes
8	Barricade and Detour Plans	I acknowledge reading and understanding the Barricade Plans and Detour Plans.	Yes
9	Sample Contract	I acknowledge reading and understanding the Contract Agreement Forms.	Yes
10	Bonds	I acknowledge that the Performance Bond and Payment Bond in the amount of 100% of the Contract amount will be required with the signed contract upon award of this job.	Yes

11	Tax Exempt Certification Forms	Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.)	Yes
12	Tax Assessment Form	I acknowledge reading and understanding the Tax Assessment Form will be required with the contract.	Yes
13	Bid Bond Submission	I acknowledge and understand that my bid will not be considered unless a bid bond or certified check in the sum of five percent (5%) of the total amount of the bid is made payable to the order of the County Treasurer as a guarantee of good faith prior to the bid opening. The bid security may be scanned and attached to the 'Response Attachments' section of your response or faxed to the Purchasing Office (402)441-6513. The original bond/check must then be received in the Purchasing Office, 440 S. 8th Street, Ste. 200, Lincoln, NE 68508 within three (3) days of bid closing. YOU MUST INDICATE YOUR METHOD OF BID BOND SUBMISSION IN BOX TO RIGHT!	I have scanned and attached my bid bond.
14	Project Dates	The Contractor agrees that the Work in this Contract shall commence on April 30, 2018 (or upon notice to proceed by the County) and shall be completed on or before September 28, 2018. This project will be considered a calendar day project.	Yes
15	Unit Price Spreadsheets	I acknowledge the Excel spreadsheets are attached to this bid in the Response Attachment Section. The unit price of the Excel Spreadsheet takes precedence over the total submitted in Line Items.	Yes
16	Employee Class Act Affidavit	I acknowledge if awarded the contract I will abide by the law, notarize and attach the Employee Classification Act Affidavit to my contract.	Yes
17	Contact	Name of person submitting this bid:	Tim Sisco
18	Electronic Signature	Please check here for your electronic signature.	Yes
19	U.S. Citizenship Attestation	Is your company legally considered an Individual or Sole Proprietor: YES or NO As a Vendor who is legally considered an Individual or a Sole Proprietor I hereby understand and agree to comply with the requirements of the United States Citizenship Attestation Form, available at: 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	yes

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.

Line Items

#	Qty	UOM	Description	Response
1	1	Lump Sum	"Culvert Maintenance 2018 (Phase I) Project No. 18-03 - Part I (B-75)" -- Total Lump Sum of Bid. (Total of All Groups of attached spreadsheet)	\$51,354.00
Item Notes: Fill out the itemized Excel spreadsheet attached below. Attach completed spreadsheet on the 'Response Attachments' of your response.				
Supplier Notes:				
2	1	Lump Sum	"Culvert Maintenance 2018 (Phase I) Project No. 18-03 - Part II (B-223)" -- Total Lump Sum of Bid. (Total of All Groups of attached spreadsheet)	\$26,557.20
Item Notes: Fill out the itemized Excel spreadsheet attached below. Attach completed spreadsheet on the 'Response Attachments' of your response.				
Supplier Notes:				
3	1	Lump Sum	"Culvert Maintenance 2018 (Phase I) Project No. 18-03 - Part III (D-155)" -- Total Lump Sum of Bid. (Total of All Groups of attached spreadsheet)	\$17,288.30
Item Notes: Fill out the itemized Excel spreadsheet attached below. Attach completed spreadsheet on the 'Response Attachments' of your response.				
Supplier Notes:				
4	1	Lump Sum	"Culvert Maintenance 2018 (Phase I) Project No. 18-03 - Part IV (J-223)" -- Total Lump Sum of Bid. (Total of All Groups of attached spreadsheet)	\$20,389.00
Item Notes: Fill out the itemized Excel spreadsheet attached below. Attach completed spreadsheet on the 'Response Attachments' of your response.				
Supplier Notes:				
5	1	Lump Sum	"Culvert Maintenance 2018 (Phase I) Project No. 18-03 - Part V (L-333)" -- Total Lump Sum of Bid. (Total of All Groups of attached spreadsheet)	\$31,498.33
Item Notes: Fill out the itemized Excel spreadsheet attached below. Attach completed spreadsheet on the 'Response Attachments' of your response.				
Supplier Notes:				
6	1	Lump Sum	"Culvert Maintenance 2018 (Phase I) Project No. 18-03 - Part VI (N-43)" -- Total Lump Sum of Bid. (Total of All Groups of attached spreadsheet)	\$31,046.50
Item Notes: Fill out the itemized Excel spreadsheet attached below. Attach completed spreadsheet on the 'Response Attachments' of your response.				

Supplier Notes:

7	1	Lump Sum	"Culvert Maintenance 2018 (Phase I) Project No. 18-03 - Part VII (P-52)" -- Total Lump Sum of Bid. (Total of All Groups of attached spreadsheet)	\$16,070.70
---	---	----------	--	-------------

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

Supplier Notes:

8	1	Lump Sum	"Culvert Maintenance 2018 (Phase I) Project No. 18-03 - Part VIII (P-161)" -- Total Lump Sum of Bid. (Total of All Groups of attached spreadsheet)	\$20,213.00
---	---	----------	--	-------------

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

Supplier Notes:

9	1	Lump Sum	"Culvert Maintenance 2018 (Phase I) Project No. 18-03 - Part IX (Q-64)" -- Total Lump Sum of Bid. (Total of All Groups of attached spreadsheet)	\$26,412.00
---	---	----------	---	-------------

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

Supplier Notes:

10	1	Lump Sum	"Culvert Maintenance 2018 (Phase I) Project No. 18-03 - Part X (S-277)" -- Total Lump Sum of Bid. (Total of All Groups of attached spreadsheet)	\$59,823.52
----	---	----------	---	-------------

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

Supplier Notes:

11	1	Lump Sum	"Culvert Maintenance 2018 (Phase I) Project No. 18-03 - Part XI (V-243)" -- Total Lump Sum of Bid. (Total of All Groups of attached spreadsheet)	\$30,052.00
----	---	----------	--	-------------

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

Supplier Notes:

12	1	Lump Sum	"Culvert Maintenance 2018 (Phase I) Project No. 18-03 - Part XII (W-149)" -- Total Lump Sum of Bid. (Total of All Groups of attached spreadsheet)	\$28,300.00
----	---	----------	---	-------------

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

Supplier Notes:

13	1	Lump Sum	"Culvert Maintenance 2018 (Phase I) Project No. 18-03 - Part XIII (Y-202)" -- Total Lump Sum of Bid. (Total of All Groups of attached spreadsheet)	\$21,862.80
----	---	----------	--	-------------

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

Supplier Notes:

Response Total:	\$380,867.35
-----------------	--------------

Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
	Culvert Maintenance 2018 (Phase I)				
	Project No. 18-03 - Part I (B-75)				
	Group 1 - Grading				
1	General Clearing and Grubbing	1.00	Lump Sum	\$500.00	\$500.00
2	Large Tree Removal	1.00	Each	\$100.00	\$100.00
3	Excavation (Established Quantity)	1,280.00	Cu.Yds.	\$2.00	\$2,560.00
4	Rock RipRap, Type B	245.00	Ton	\$56.00	\$13,720.00
5	Water	0.60	M.Gal	\$130.00	\$78.00
6	Crushed Rock Surface Course	121.00	Ton	\$36.50	\$4,416.50
7	Incorporating Crushed Rock Surfacing	4.75	Station	\$50.00	\$237.50
8	Salvaging and Placing Topsoil	2,660.00	Sq.Yds.	\$2.00	\$5,320.00
	Total Group 1 =				\$26,932.00
	Group 4 - Culverts				
9	Excavation for Pipe, Pipe-Arch Culverts and Headwalls	370.00	Cu.Yds.	\$2.50	\$925.00
10	Class 47B-3000 Concrete for Headwalls	4.42	Cu.Yds.	\$425.00	\$1,878.50
11	Reinforcing Steel for Headwalls	455.00	Lbs.	\$2.50	\$1,137.50
12	54" Culvert Pipe, Type 3	140.00	Lin. Ft.	\$83.00	\$11,620.00
13	Rental of Crawler-Mounted Hydraulic Excavator, Fully Operated	4.00	Hour	\$130.00	\$520.00
14	Rental of Front End Loader, Fully Operated	4.00	Hour	\$130.00	\$520.00
15	Rental of Skid Loader, Fully Operated	4.00	Hour	\$80.00	\$320.00
16	Rental of Dump Truck, Fully Operated	4.00	Hour	\$100.00	\$400.00
	Total Group 4 =				\$17,321.00
	Group 5 - Landscaping				
17	Erosion Control, Type 1-D	2,660.00	Sq.Yds.	\$1.30	\$3,458.00
18	Erosion Control, Type 2-C	107.00	Sq.Yds.	\$9.00	\$963.00
19	Fabric Silt Fence, High Porosity	34.00	Lin. Ft.	\$4.00	\$136.00
20	Fabric Silt Fence, Low Porosity	225.00	Lin. Ft.	\$4.00	\$900.00
21	Erosion Checks, Type "Wattle"	144.00	Lin. Ft.	\$6.00	\$864.00
	Total Group 5 =				\$6,321.00
	Group 10 - General				
22	Barricade, Type III	80.00	BarrDay	\$2.00	\$160.00
23	Construction Signs	60.00	SignDay	\$2.00	\$120.00
24	Mobilization (Part I)	1.00	Lump Sum	\$500.00	\$500.00
	Total Group 10 =				\$780.00
	Total All Groups =				\$51,354.00

Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
	Culvert Maintenance 2018 (Phase I)				
	Project No. 18-03 - Part II (B-223)				
	Group 1 - Grading				
1	General Clearing and Grubbing	1.00	Lump Sum	\$500.00	\$500.00
2	Excavation (Established Quantity)	416.00	Cu.Yds.	\$2.00	\$832.00
3	Remove and Relay Driveway Culvert Pipe	28.00	Lin. Ft.	\$50.00	\$1,400.00
4	Rock RipRap, Type B	62.00	Ton	\$56.00	\$3,472.00
5	Water	1.60	M.Gal	\$200.00	\$320.00
6	Crushed Rock Surface Course	77.00	Ton	\$38.00	\$2,926.00
7	Incorporating Crushed Rock Surfacing	3.00	Station	\$200.00	\$600.00
8	18" Driveway Culvert Pipe, Type 3	32.00	Lin. Ft.	\$28.00	\$896.00
9	Salvaging and Placing Topsoil	1,362.00	Sq.Yds.	\$1.80	\$2,451.60
	Total Group 1 =				\$13,397.60
	Group 4 - Culverts				
10	Remove Flared End Section	1.00	Each	\$200.00	\$200.00
11	Excavation for Pipe, Pipe-Arch Culverts and Headwalls	68.00	Cu.Yds.	\$10.00	\$680.00
12	Class 47B-3000 Concrete for Headwalls	1.12	Cu.Yds.	\$500.00	\$560.00
13	Reinforcing Steel for Headwalls	74.00	Lbs.	\$2.50	\$185.00
14	42" Round Equivalent Culvert Pipe, Type 3	66.00	Lin. Ft.	\$66.00	\$4,356.00
15	Rental of Crawler-Mounted Hydraulic Excavator, Fully Operate	4.00	Hour	\$130.00	\$520.00
16	Rental of Front End Loader, Fully Operated	4.00	Hour	\$130.00	\$520.00
17	Rental of Skid Loader, Fully Operated	4.00	Hour	\$80.00	\$320.00
18	Rental of Dump Truck, Fully Operated	4.00	Hour	\$100.00	\$400.00
	Total Group 4 =				\$7,741.00
	Group 5 - Landscaping				
19	Erosion Control, Type 1-D	1,362.00	Sq.Yds.	\$1.30	\$1,770.60
20	Fabric Silt Fence, High Porosity	20.00	Lin. Ft.	\$5.00	\$100.00
21	Fabric Silt Fence, Low Porosity	250.00	Lin. Ft.	\$4.00	\$1,000.00
22	Erosion Checks, Type "Wattle"	108.00	Lin. Ft.	\$6.00	\$648.00
	Total Group 5 =				\$3,518.60
	Group 10 - General				
23	Barricade, Type III	80.00	BarrDay	\$10.00	\$800.00
24	Construction Signs	60.00	SignDay	\$10.00	\$600.00
25	Mobilization (Part II)	1.00	Lump Sum	\$500.00	\$500.00
	Total Group 10 =				\$1,900.00
	Total All Groups =				\$26,557.20

Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
	Culvert Maintenance 2018 (Phase I) Project No. 18-03 - Part III (D-155)				
	Group 1 - Grading				
1	General Clearing and Grubbing	1.00	Lump Sum	\$500.00	\$500.00
2	Large Stump Removal	2.00	Each	\$200.00	\$400.00
3	Earthwork Measured in Embankment	107.00	Cu.Yds.	\$5.00	\$535.00
4	Water	0.40	M.Gal	\$400.00	\$160.00
5	Crushed Rock Surface Course	36.00	Ton	\$38.00	\$1,368.00
6	Incorporating Crushed Rock Surfacing	1.50	Station	\$200.00	\$300.00
7	Salvaging and Placing Topsoil	640.00	Sq.Yds.	\$2.00	\$1,280.00
	Total Group 1 =				\$4,543.00
	Group 4 - Culverts				
8	Excavation for Pipe, Pipe-Arch Culverts and Headwalls	126.00	Cu.Yds.	\$3.00	\$378.00
9	Class 47B-3000 Concrete for Headwalls	2.09	Cu.Yds.	\$450.00	\$940.50
10	Reinforcing Steel for Headwalls	204.00	Lbs.	\$2.20	\$448.80
11	54" Round Equivalent Culvert Pipe, Type 3	48.00	Lin. Ft.	\$91.00	\$4,368.00
12	Rental of Crawler-Mounted Hydraulic Excavator, Fully Operated	4.00	Hour	\$130.00	\$520.00
13	Rental of Front End Loader, Fully Operated	4.00	Hour	\$130.00	\$520.00
14	Rental of Skid Loader, Fully Operated	4.00	Hour	\$80.00	\$320.00
15	Rental of Dump Truck, Fully Operated	4.00	Hour	\$100.00	\$400.00
	Total Group 4 =				\$7,895.30
	Group 5 - Landscaping				
16	Erosion Control, Type 1-D	640.00	Sq.Yds.	\$1.75	\$1,120.00
17	Fabric Silt Fence, High Porosity	22.00	Lin. Ft.	\$5.00	\$110.00
18	Fabric Silt Fence, Low Porosity	200.00	Lin. Ft.	\$5.00	\$1,000.00
19	Erosion Checks, Type "Wattle"	120.00	Lin. Ft.	\$6.00	\$720.00
	Total Group 5 =				\$2,950.00
	Group 10 - General				
20	Barricade, Type III	80.00	BarrDay	\$10.00	\$800.00
21	Construction Signs	60.00	SignDay	\$10.00	\$600.00
22	Mobilization (Part III)	1.00	Lump Sum	\$500.00	\$500.00
	Total Group 10 =				\$1,900.00
	Total All Groups =				\$17,288.30

Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
	Culvert Maintenance 2018 (Phase I) Project No. 18-03 - Part IV (J-223)				
	Group 1 - Grading				
1	General Clearing and Grubbing	1.00	Lump Sum	\$200.00	\$200.00
2	Excavation (Established Quantity)	568.00	Cu.Yds.	\$3.00	\$1,704.00
3	Rock RipRap, Type B	34.00	Ton	\$56.00	\$1,904.00
4	Water	2.30	M.Gal	\$200.00	\$460.00
5	Crushed Rock Surface Course	96.00	Ton	\$38.00	\$3,648.00
6	Incorporating Crushed Rock Surfacing	4.00	Station	\$100.00	\$400.00
7	Salvaging and Placing Topsoil	925.00	Sq.Yds.	\$2.10	\$1,942.50
	Total Group 1 =				\$10,258.50
	Group 4 - Culverts				
8	Excavation for Pipe, Pipe-Arch Culverts and Headwalls	38.00	Cu.Yds.	\$6.00	\$228.00
9	Class 47B-3000 Concrete for Headwalls	0.70	Cu.Yds.	\$700.00	\$490.00
10	Reinforcing Steel for Headwalls	51.00	Lbs.	\$3.00	\$153.00
11	30" Round Equivalent Pipe Culvert, Type 3	50.00	Lin.Ft.	\$45.00	\$2,250.00
12	Rental of Crawler-Mounted Hydraulic Excavator, Fully Operated	4.00	Hour	\$130.00	\$520.00
13	Rental of Front End Loader, Fully Operated	4.00	Hour	\$130.00	\$520.00
14	Rental of Skid Loader, Fully Operated	4.00	Hour	\$80.00	\$320.00
15	Rental of Dump Truck, Fully Operated	4.00	Hour	\$100.00	\$400.00
	Total Group 4 =				\$4,881.00
	Group 5 - Landscaping				
16	Erosion Control, Type 1-D	925.00	Sq.Yds.	\$1.30	\$1,202.50
17	Fabric Silt Fence, High Porosity	23.00	Lin. Ft.	\$5.00	\$115.00
18	Fabric Silt Fence, Low Porosity	400.00	Lin. Ft.	\$4.00	\$1,600.00
19	Erosion Checks, Type "Wattle"	72.00	Lin. Ft.	\$6.00	\$432.00
	Total Group 5 =				\$3,349.50
	Group 10 - General				
20	Barricade, Type III	80.00	BarrDay	\$10.00	\$800.00
21	Construction Signs	60.00	SignDay	\$10.00	\$600.00
22	Mobilization (Part IV)	1.00	Lump Sum	\$500.00	\$500.00
	Total Group 10 =				\$1,900.00
	Total All Groups =				\$20,389.00

Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
	Culvert Maintenance 2018 (Phase I)				
	Project No. 18-03 - Part V (L-333)				
	Group 1 - Grading				
1	General Clearing and Grubbing	1.00	Lump Sum	\$500.00	\$500.00
2	Excavation (Established Quantity)	175.00	Cu.Yds.	\$5.00	\$875.00
3	Rock RipRap, Type B	98.00	Ton	\$56.00	\$5,488.00
4	Water	0.70	M.Gal	\$300.00	\$210.00
5	Crushed Rock Surface Course	78.00	Ton	\$38.00	\$2,964.00
6	Incorporating Crushed Rock Surfacing	3.00	Station	\$100.00	\$300.00
7	Salvaging and Placing Topsoil	1,020.00	Sq.Yds.	\$2.00	\$2,040.00
	Total Group 1 =				\$12,377.00
	Group 4 - Culverts				
8	Remove Headwall	2.00	Each	\$100.00	\$200.00
9	Excavation for Pipe, Pipe-Arch Culverts and Headwalls	214.00	Cu.Yds.	\$5.00	\$1,070.00
10	Class 47B-3000 Concrete for Headwalls	3.01	Cu.Yds.	\$425.00	\$1,279.25
11	Reinforcing Steel for Headwalls	284.00	Lbs.	\$2.12	\$602.08
12	48" Round Equivalent Culvert Pipe, Type 3	124.00	Lin. Ft.	\$73.00	\$9,052.00
13	Rental of Crawler-Mounted Hydraulic Excavator, Fully Operated	4.00	Hour	\$130.00	\$520.00
14	Rental of Front End Loader, Fully Operated	4.00	Hour	\$130.00	\$520.00
15	Rental of Skid Loader, Fully Operated	4.00	Hour	\$80.00	\$320.00
16	Rental of Dump Truck, Fully Operated	4.00	Hour	\$100.00	\$400.00
	Total Group 4 =				\$13,963.33
	Group 5 - Landscaping				
17	Erosion Control, Type 1-D	1,020.00	Sq.Yds.	\$1.30	\$1,326.00
18	Fabric Silt Fence, High Porosity	28.00	Lin. Ft.	\$5.00	\$140.00
19	Fabric Silt Fence, Low Porosity	340.00	Lin. Ft.	\$4.00	\$1,360.00
20	Erosion Checks, Type "Wattle"	72.00	Lin. Ft.	\$6.00	\$432.00
	Total Group 5 =				\$3,258.00
	Group 10 - General				
21	Barricade, Type III	80.00	BarrDay	\$10.00	\$800.00
22	Construction Signs	60.00	SignDay	\$10.00	\$600.00
23	Mobilization (Part V)	1.00	Lump Sum	\$500.00	\$500.00
	Total Group 10 =				\$1,900.00
	Total All Groups =				\$31,498.33

Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
	Culvert Maintenance 2018 (Phase I)				
	Project No. 18-03 - Part VI (N-43)				
	Group 1 - Grading				
1	General Clearing and Grubbing	1.00	Lump Sum	\$500.00	\$500.00
2	Large Tree Removal	2.00	Each	\$300.00	\$600.00
3	Earthwork Measured in Embankment	627.00	Cu.Yds.	\$2.50	\$1,567.50
4	Rock RipRap, Type B	80.00	Ton	\$56.00	\$4,480.00
5	Water	2.50	M.Gal	\$500.00	\$1,250.00
6	Crushed Rock Surface Course	90.00	Ton	\$26.00	\$2,340.00
7	Incorporating Crushed Rock Surfacing	4.00	Station	\$38.00	\$152.00
8	Salvaging and Placing Topsoil	1,700.00	Sq.Yds.	\$1.57	\$2,669.00
	Total Group 1 =				\$13,558.50
	Group 4 - Culverts				
9	Remove Flared End Section	1.00	Each	\$200.00	\$200.00
10	Excavation for Pipe, Pipe-Arch Culverts and Headwalls	242.00	Cu.Yds.	\$2.50	\$605.00
11	Class 47B-3000 Concrete for Headwalls	2.74	Cu.Yds.	\$450.00	\$1,233.00
12	Reinforcing Steel for Headwalls	250.00	Lbs.	\$2.40	\$600.00
13	54" Culvert Pipe, Type 3	56.00	Lin. Ft.	\$83.00	\$4,648.00
14	Rental of Crawler-Mounted Hydraulic Excavator, Fully Operated	4.00	Hour	\$130.00	\$520.00
15	Rental of Front End Loader, Fully Operated	4.00	Hour	\$130.00	\$520.00
16	Rental of Skid Loader, Fully Operated	4.00	Hour	\$80.00	\$320.00
17	Rental of Dump Truck, Fully Operated	4.00	Hour	\$100.00	\$400.00
	Total Group 4 =				\$9,046.00
	Group 5 - Landscaping				
18	Erosion Control, Type 1-D	1,700.00	Sq.Yds.	\$1.65	\$2,805.00
19	Erosion Control, Type 2-C	73.00	Sq.Yds.	\$5.00	\$365.00
20	Fabric Silt Fence, High Porosity	24.00	Lin. Ft.	\$6.00	\$144.00
21	Fabric Silt Fence, Low Porosity	370.00	Lin. Ft.	\$6.00	\$2,220.00
22	Erosion Checks, Type "Wattle"	144.00	Lin. Ft.	\$7.00	\$1,008.00
	Total Group 5 =				\$6,542.00
	Group 10 - General				
23	Barricade, Type III	80.00	BarrDay	\$10.00	\$800.00
24	Construction Signs	60.00	SignDay	\$10.00	\$600.00
25	Mobilization (Part VI)	1.00	Lump Sum	\$500.00	\$500.00
	Total Group 10 =				\$1,900.00
	Total All Groups =				\$31,046.50

Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
	Culvert Maintenance 2018 (Phase I) Project No. 18-03 - Part VII (P-52)				
	Group 1 - Grading				
1	General Clearing and Grubbing	1.00	Lump Sum	\$500.00	\$500.00
2	Excavation (Established Quantity)	308.00	Cu.Yds.	\$3.00	\$924.00
3	Water	1.20	M.Gal	\$200.00	\$240.00
4	Crushed Rock Surface Course	48.00	Ton	\$38.00	\$1,824.00
5	Incorporating Crushed Rock Surfacing	2.00	Station	\$500.00	\$1,000.00
6	Salvaging and Placing Topsoil	810.00	Sq.Yds.	\$1.72	\$1,393.20
	Total Group 1 =				\$5,881.20
	Group 4 - Culverts				
7	Excavation for Pipe, Pipe-Arch Culverts and Headwalls	40.00	Cu.Yds.	\$5.00	\$200.00
8	Class 47B-3000 Concrete for Headwalls	1.20	Cu.Yds.	\$500.00	\$600.00
9	Reinforcing Steel for Headwalls	89.00	Lbs.	\$2.50	\$222.50
10	24" Round Equivalent Culvert Pipe, Type 3	100.00	Lin. Ft.	\$32.00	\$3,200.00
11	Rental of Crawler-Mounted Hydraulic Excavator, Fully Operated	4.00	Hour	\$130.00	\$520.00
12	Rental of Front End Loader, Fully Operated	4.00	Hour	\$130.00	\$520.00
13	Rental of Skid Loader, Fully Operated	4.00	Hour	\$80.00	\$320.00
14	Rental of Dump Truck, Fully Operated	4.00	Hour	\$100.00	\$400.00
	Total Group 4 =				\$5,982.50
	Group 5 - Landscaping				
15	Erosion Control, Type 1-D	810.00	Sq.Yds.	\$1.30	\$1,053.00
16	Fabric Silt Fence, High Porosity	20.00	Lin. Ft.	\$5.00	\$100.00
17	Fabric Silt Fence, Low Porosity	130.00	Lin. Ft.	\$5.00	\$650.00
18	Erosion Checks, Type "Wattle"	72.00	Lin. Ft.	\$7.00	\$504.00
	Total Group 5 =				\$2,307.00
	Group 10 - General				
19	Barricade, Type III	80.00	BarrDay	\$10.00	\$800.00
20	Construction Signs	60.00	SignDay	\$10.00	\$600.00
21	Mobilization (Part VII)	1.00	Lump Sum	\$500.00	\$500.00
	Total Group 10 =				\$1,900.00
	Total All Groups =				\$16,070.70

Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
	Culvert Maintenance 2018 (Phase I)				
	Project No. 18-03 - Part VIII (P-161)				
	Group 1 - Grading				
1	General Clearing and Grubbing	1.00	Lump Sum	\$500.00	\$500.00
2	Large Tree Removal	2.00	Each	\$400.00	\$800.00
3	Earthwork Measured in Embankment	34.00	Cu.Yds.	\$8.00	\$272.00
4	Water	0.10	M.Gal	\$5,000.00	\$500.00
5	Crushed Rock Surface Course	9.00	Ton	\$60.00	\$540.00
6	Incorporating Crushed Rock Surfacing	0.40	Station	\$1,000.00	\$400.00
7	Saw Cut Pavement	23.00	Lin. Ft.	\$80.00	\$1,840.00
8	Remove Existing Pavement	3.00	Sq. Yds.	\$200.00	\$600.00
9	Salvaging and Placing Topsoil	500.00	Sq. Yds.	\$5.00	\$2,500.00
	Total Group 1 =				\$7,952.00
	Group 4 - Culverts				
10	Remove Flared End Section	1.00	Each	\$50.00	\$50.00
11	Excavation for Pipe, Pipe-Arch Culverts and Headwalls	103.00	Cu.Yds.	\$15.00	\$1,545.00
12	Class 47B-3000 Concrete for Headwalls	0.90	Cu.Yds.	\$600.00	\$540.00
13	Reinforcing Steel for Headwalls	52.00	Lbs.	\$10.00	\$520.00
14	30" Culvert Pipe, Type 3	70.00	Lin. Ft.	\$53.00	\$3,710.00
15	Rental of Crawler-Mounted Hydraulic Excavator, Fully Operated	4.00	Hour	\$130.00	\$520.00
16	Rental of Front End Loader, Fully Operated	4.00	Hour	\$100.00	\$400.00
17	Rental of Skid Loader, Fully Operated	4.00	Hour	\$100.00	\$400.00
18	Rental of Dump Truck, Fully Operated	4.00	Hour	\$200.00	\$800.00
	Total Group 4 =				\$8,485.00
	Group 5 - Landscaping				
19	Erosion Control, Type 1-D	500.00	Sq.Yds.	\$1.30	\$650.00
20	Fabric Silt Fence, High Porosity	16.00	Lin. Ft.	\$5.00	\$80.00
21	Fabric Silt Fence, Low Porosity	85.00	Lin. Ft.	\$6.00	\$510.00
22	Erosion Checks, Type "Wattle"	48.00	Lin. Ft.	\$7.00	\$336.00
	Total Group 5 =				\$1,576.00
	Group 10 - General				
23	Barricade, Type III	80.00	BarrDay	\$10.00	\$800.00
24	Construction Signs	60.00	SignDay	\$15.00	\$900.00
25	Mobilization (Part VIII)	1.00	Lump Sum	\$500.00	\$500.00
	Total Group 10 =				\$2,200.00
	Total All Groups =				\$20,213.00

Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
	Culvert Maintenance 2018 (Phase I)				
	Project No. 18-03 - Part IX (Q-64)				
	Group 1 - Grading				
1	General Clearing and Grubbing	1.00	Lump Sum	\$500.00	\$500.00
2	Earthwork Measured in Embankment	402.00	Cu.Yds.	\$2.00	\$804.00
3	Rock RipRap, Type B	30.00	Ton	\$56.00	\$1,680.00
4	Water	1.60	M.Gal	\$500.00	\$800.00
5	Crushed Rock Surface Course	102.00	Ton	\$38.00	\$3,876.00
6	Incorporating Crushed Rock Surfacing	4.00	Station	\$500.00	\$2,000.00
7	18" Driveway Culvert Pipe, Type 3	28.00	Lin. Ft.	\$27.00	\$756.00
8	Salvaging and Placing Topsoil	1,640.00	Sq.Yds.	\$1.80	\$2,952.00
	Total Group 1 =				\$13,368.00
	Group 4 - Culverts				
9	Excavation for Pipe, Pipe-Arch Culverts and Headwalls	83.00	Cu.Yds.	\$5.00	\$415.00
10	Class 47B-3000 Concrete for Headwalls	0.91	Cu.Yds.	\$500.00	\$455.00
11	Reinforcing Steel for Headwalls	53.00	Lbs.	\$3.00	\$159.00
12	30" Culvert Pipe, Type 3	69.00	Lin. Ft.	\$45.00	\$3,105.00
13	Rental of Crawler-Mounted Hydraulic Excavator, Fully Operated	4.00	Hour	\$130.00	\$520.00
14	Rental of Front End Loader, Fully Operated	4.00	Hour	\$130.00	\$520.00
15	Rental of Skid Loader, Fully Operated	4.00	Hour	\$80.00	\$320.00
16	Rental of Dump Truck, Fully Operated	4.00	Hour	\$100.00	\$400.00
	Total Group 4 =				\$5,894.00
	Group 5 - Landscaping				
17	Erosion Control, Type 1-D	1,640.00	Sq.Yds.	\$1.75	\$2,870.00
18	Fabric Silt Fence, High Porosity	18.00	Lin. Ft.	\$5.00	\$90.00
19	Fabric Silt Fence, Low Porosity	350.00	Lin. Ft.	\$5.00	\$1,750.00
20	Erosion Checks, Type "Wattle"	108.00	Lin. Ft.	\$5.00	\$540.00
	Total Group 5 =				\$5,250.00
	Group 10 - General				
21	Barricade, Type III	80.00	BarrDay	\$10.00	\$800.00
22	Construction Signs	60.00	SignDay	\$10.00	\$600.00
23	Mobilization (Part IX)	1.00	Lump Sum	\$500.00	\$500.00
	Total Group 10 =				\$1,900.00
	Total All Groups =				\$26,412.00

Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
	Culvert Maintenance 2018 (Phase I) Project No. 18-03 - Part X (S-277)				
	Group 1 - Grading				
1	General Clearing and Grubbing	1.00	Lump Sum	\$500.00	\$500.00
2	Large Tree Removal	6.00	Each	\$200.00	\$1,200.00
3	Excavation (Established Quantity)	1,058.00	Cu.Yds.	\$1.90	\$2,010.20
4	Rock RipRap, Type B	175.00	Ton	\$56.00	\$9,800.00
5	Water	4.20	M.Gal	\$200.00	\$840.00
6	Crushed Rock Surface Course	108.00	Ton	\$38.00	\$4,104.00
7	Incorporating Crushed Rock Surfacing	4.50	Station	\$200.00	\$900.00
8	30" Driveway Culvert Pipe, Type 3	32.00	Lin. Ft.	\$40.00	\$1,280.00
9	Salvaging and Placing Topsoil	4,040.00	Sq.Yds.	\$1.50	\$6,060.00
	Total Group 1 =				\$26,694.20
	Group 4 - Culverts				
10	Excavation for Pipe, Pipe-Arch Culverts and Headwalls	457.00	Cu.Yds.	\$3.00	\$1,371.00
11	Class 47B-3000 Concrete for Headwalls	4.50	Cu.Yds.	\$450.00	\$2,025.00
12	Reinforcing Steel for Headwalls	461.00	Lbs.	\$2.12	\$977.32
13	60" Culvert Pipe, Type 3	134.00	Lin. Ft.	\$130.00	\$17,420.00
14	Rental of Crawler-Mounted Hydraulic Excavator, Fully Operated	4.00	Hour	\$130.00	\$520.00
15	Rental of Front End Loader, Fully Operated	4.00	Hour	\$130.00	\$520.00
16	Rental of Skid Loader, Fully Operated	4.00	Hour	\$80.00	\$320.00
17	Rental of Dump Truck, Fully Operated	4.00	Hour	\$100.00	\$400.00
	Total Group 4 =				\$23,553.32
	Group 5 - Landscaping				
18	Erosion Control, Type 1-D	4,040.00	Sq.Yds.	\$1.30	\$5,252.00
19	Erosion Control, Type 2-C	83.00	Sq.Yds.	\$5.00	\$415.00
20	Fabric Silt Fence, High Porosity	33.00	Lin. Ft.	\$5.00	\$165.00
21	Fabric Silt Fence, Low Porosity	175.00	Lin. Ft.	\$4.00	\$700.00
22	Erosion Checks, Type "Wattle"	144.00	Lin. Ft.	\$6.00	\$864.00
	Total Group 5 =				\$7,396.00
	Group 10 - General				
23	Barricade, Type III	96.00	BarrDay	\$10.00	\$960.00
24	Construction Signs	72.00	SignDay	\$10.00	\$720.00
25	Mobilization (Part X)	1.00	Lump Sum	\$500.00	\$500.00
	Total Group 10 =				\$2,180.00
	Total All Groups =				\$59,823.52

Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
	Culvert Maintenance 2018 (Phase I) Project No. 18-03 - Part XI (V-243)				
	Group 1 - Grading				
1	General Clearing and Grubbing	1.00	Lump Sum	\$500.00	\$500.00
2	Large Tree Removal	2.00	Each	\$400.00	\$800.00
3	Large Stump Removal	1.00	Each	\$200.00	\$200.00
4	Earthwork Measured in Embankment	680.00	Cu.Yds.	\$3.00	\$2,040.00
5	Rock RipRap, Type B	35.00	Ton	\$56.00	\$1,960.00
6	Water	2.70	M.Gal	\$200.00	\$540.00
7	Crushed Rock Surface Course	108.00	Ton	\$36.00	\$3,888.00
8	Incorporating Crushed Rock Surfacing	4.50	Station	\$300.00	\$1,350.00
9	Salvaging and Placing Topsoil	2,140.00	Sq.Yds.	\$1.80	\$3,852.00
	Total Group 1 =				\$15,130.00
	Group 4 - Culverts				
10	Excavation for Pipe, Pipe-Arch Culverts and Headwalls	125.00	Cu.Yds.	\$5.00	\$625.00
11	Class 47B-3000 Concrete for Headwalls	0.67	Cu.Yds.	\$600.00	\$402.00
12	Reinforcing Steel for Headwalls	41.00	Lbs.	\$3.00	\$123.00
13	24" Culvert Pipe, Type 3	85.00	Lin. Ft.	\$35.00	\$2,975.00
14	Rental of Crawler-Mounted Hydraulic Excavator, Fully Operated	4.00	Hour	\$130.00	\$520.00
15	Rental of Front End Loader, Fully Operated	4.00	Hour	\$130.00	\$520.00
16	Rental of Skid Loader, Fully Operated	4.00	Hour	\$80.00	\$320.00
17	Rental of Dump Truck, Fully Operated	4.00	Hour	\$100.00	\$400.00
	Total Group 4 =				\$5,885.00
	Group 5 - Landscaping				
18	Erosion Control, Type 1-D	2,140.00	Sq.Yds.	\$1.75	\$3,745.00
19	Fabric Silt Fence, High Porosity	16.00	Lin. Ft.	\$8.00	\$128.00
20	Fabric Silt Fence, Low Porosity	400.00	Lin. Ft.	\$5.00	\$2,000.00
21	Erosion Checks, Type "Wattle"	108.00	Lin. Ft.	\$8.00	\$864.00
	Total Group 5 =				\$6,737.00
	Group 10 - General				
22	Barricade, Type III	80.00	BarrDay	\$10.00	\$800.00
23	Construction Signs	60.00	SignDay	\$10.00	\$600.00
24	Mobilization (Part XI)	1.00	Lump Sum	\$900.00	\$900.00
	Total Group 10 =				\$2,300.00
	Total All Groups =				\$30,052.00

Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
	Culvert Maintenance 2018 (Phase I) Project No. 18-03 - Part XII (W-149)				
	Group 1 - Grading				
1	General Clearing and Grubbing	1.00	Lump Sum	\$400.00	\$400.00
2	Excavation (Established Quantity)	385.00	Cu.Yds.	\$3.00	\$1,155.00
3	Rock RipRap, Type B	60.00	Ton	\$56.00	\$3,360.00
4	Water	1.50	M.Gal	\$200.00	\$300.00
5	Crushed Rock Surface Course	102.00	Ton	\$38.00	\$3,876.00
6	Incorporating Crushed Rock Surfacing	4.00	Station	\$50.00	\$200.00
7	Salvaging and Placing Topsoil	1,620.00	Sq.Yds.	\$1.50	\$2,430.00
	Total Group 1 =				\$11,721.00
	Group 4 - Culverts				
8	Excavation for Pipe, Pipe-Arch Culverts and Headwalls	102.00	Cu.Yds.	\$5.00	\$510.00
9	Class 47B-3000 Concrete for Headwalls	1.72	Cu.Yds.	\$450.00	\$774.00
10	Reinforcing Steel for Headwalls	111.00	Lbs.	\$3.00	\$333.00
11	36" Culvert Pipe, Type 3	104.00	Lin. Ft.	\$48.00	\$4,992.00
12	Rental of Crawler-Mounted Hydraulic Excavator, Fully Operated	4.00	Hour	\$130.00	\$520.00
13	Rental of Front End Loader, Fully Operated	4.00	Hour	\$130.00	\$520.00
14	Rental of Skid Loader, Fully Operated	4.00	Hour	\$80.00	\$320.00
15	Rental of Dump Truck, Fully Operated	4.00	Hour	\$100.00	\$400.00
	Total Group 4 =				\$8,369.00
	Group 5 - Landscaping				
16	Erosion Control, Type 1-D	1,620.00	Sq.Yds.	\$1.75	\$2,835.00
17	Erosion Control, Type 2-C	70.00	Sq.Yds.	\$2.75	\$192.50
18	Fabric Silt Fence, High Porosity	24.00	Lin. Ft.	\$5.00	\$120.00
19	Fabric Silt Fence, Low Porosity	125.00	Lin. Ft.	\$4.50	\$562.50
20	Erosion Checks, Type "Wattle"	300.00	Lin. Ft.	\$7.00	\$2,100.00
	Total Group 5 =				\$5,810.00
	Group 10 - General				
21	Barricade, Type III	80.00	BarrDay	\$10.00	\$800.00
22	Construction Signs	60.00	SignDay	\$10.00	\$600.00
23	Mobilization (Part XII)	1.00	Lump Sum	\$1,000.00	\$1,000.00
	Total Group 10 =				\$2,400.00
	Total All Groups =				\$28,300.00

Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
	Culvert Maintenance 2018 (Phase I)				
	Project No. 18-03 - Part XIII (Y-202)				
	Group 1 - Grading				
1	General Clearing and Grubbing	1.00	Lump Sum	\$500.00	\$500.00
2	Excavation (Established Quantity)	289.00	Cu.Yds.	\$3.50	\$1,011.50
3	Rock RipRap, Type B	35.00	Ton	\$56.00	\$1,960.00
4	Water	1.20	M.Gal	\$200.00	\$240.00
5	Crushed Rock Surface Course	77.00	Ton	\$38.00	\$2,926.00
6	Incorporating Crushed Rock Surfacing	3.00	Station	\$70.00	\$210.00
7	Salvaging and Placing Topsoil	1,240.00	Sq.Yds.	\$1.80	\$2,232.00
	Total Group 1 =				\$9,079.50
	Group 4 - Culverts				
8	Excavation for Pipe, Pipe-Arch Culverts and Headwalls	172.00	Cu.Yds.	\$5.00	\$860.00
9	Class 47B-3000 Concrete for Headwalls	0.91	Cu.Yds.	\$500.00	\$455.00
10	Reinforcing Steel for Headwalls	53.00	Lbs.	\$2.10	\$111.30
11	30" Culvert Pipe, Type 3	79.00	Lin. Ft.	\$45.00	\$3,555.00
12	Rental of Crawler-Mounted Hydraulic Excavator, Fully Operated	4.00	Hour	\$100.00	\$400.00
13	Rental of Front End Loader, Fully Operated	4.00	Hour	\$100.00	\$400.00
14	Rental of Skid Loader, Fully Operated	4.00	Hour	\$80.00	\$320.00
15	Rental of Dump Truck, Fully Operated	4.00	Hour	\$100.00	\$400.00
	Total Group 4 =				\$6,501.30
	Group 5 - Landscaping				
16	Erosion Control, Type 1-D	1,240.00	Sq.Yds.	\$1.20	\$1,488.00
17	Erosion Control, Type 2-C	54.00	Sq.Yds.	\$5.00	\$270.00
18	Fabric Silt Fence, High Porosity	18.00	Lin. Ft.	\$8.00	\$144.00
19	Fabric Silt Fence, Low Porosity	240.00	Lin. Ft.	\$5.00	\$1,200.00
20	Erosion Checks, Type "Wattle"	180.00	Lin. Ft.	\$6.00	\$1,080.00
	Total Group 5 =				\$4,182.00
	Group 10 - General				
21	Barricade, Type III	80.00	BarrDay	\$10.00	\$800.00
22	Construction Signs	60.00	SignDay	\$10.00	\$600.00
23	Mobilization (Part XIII)	1.00	Lump Sum	\$700.00	\$700.00
	Total Group 10 =				\$2,100.00
	Total All Groups =				\$21,862.80

CONTRACTOR WORK RESUME FORM
FOR
LANCASTER COUNTY, NEBRASKA

PROJECT NO. 18-03

CULVERT MAINTENACE 2018 (PHASE I)

The following is a list of projects recently completed by Tim Sisco Construction LLC which are thought to
(Firm Name)
be similar in nature to the work required in the aforementioned project:

1. Johnson County Dept. of Roads. Johnson County Culverts
Owner Project Name and/or Number
813 N. 1st St 287,906.16 July 2016
Street Address Contract Amount Completion Date
Tecumseh , NE 68358
City State Zip
Matt Shardt (402) 335-7082
Name Owner's Representative Phone

Brief Description of Work

Installed culverts for Johnson County. Two projects were triple 9 ft corrugated metal pipes with head walls and the other project was a double 6 ft with a two broken backs. Back filled and built road back and installed erosion control.

2. Otoe County Dept. of roads C-66(567) Otoe Northeast
Owner Project Name and/or Number
6150 Hwy 2 58,625 June 2017
Street Address Contract Amount Completion Date
Nebraska City, NE 68410
City State Zip
John Brinkman (402) 269-5235
Name Owner's Representative Phone

Brief Description of Work

Installed 8 ft culvert for the county with one 10 degree elbow, with head walls and wing walls. Then back filled and built the road up. Also seeded and installed erosion control.

CONTRACT RESUME WORK FORM

Page 2

3.	<u>Pawnee County Dept. of roads</u>	<u>Pawnee County Culverts</u>	
	Owner	Project Name and/or Number	
	<u>900 B St,</u>	<u>188,345.5</u>	<u>June 1017</u>
	Street Address	Contract Amount	Completion Date
	<u>Pawnee City NE 68420</u>		
City	State	Zip	
<u>Chris Roner</u>	<u>(402) 274-1440</u>		
Name Owner's Representative	Phone		

Brief Description of Work

Installed 5 Culvert projects various in size from 6 ft up to 8 ft. Back filled and built the roads back up. Seeded and
and installed erosion control,

4.	<u>Nemaha NRD</u>	<u>Duck Creek Recreation Area</u>	
	Owner	Project Name and/or Number	
	<u>62161 Hwy 136</u>	<u>520,496.05</u>	<u>Oct. 2016</u>
	Street Address	Contract Amount	Completion Date
	<u>Tecumseh,, NE 68450</u>		
City	State	Zip	
<u>Bob Hilske</u>	<u>(402) 335-3325</u>		
Name Owner's Representative	Phone		

Brief Description of Work

Built roads, RV pads, and installed culverts around Duck Creek Reservoir. Also incorporated 1,500 ton of rock base
and placed 2,000 ton of surface coarse rock. Built beaches and access roads and erosion control.

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

PROJECT SCHEDULE
FOR
LANCASTER COUNTY, NEBRASKA

PROJECT NO. 18-03

CULVERT MAINTENANCE 2018 (PHASE I)

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

	WORK LOCATION	ESTIMATED BEGIN DATE	ESTIMATED COMPLETION DATE
1.	Y-202	4/30/18	5/7/18
2.	S-277	5/7/18	5/18/18
3.	W-149	5/14/18	5/25/18
4.	V-243	5/30/18	6/8/18
5.	N-43	6/6/18	6/15/18
6.	P-161	6/13/18	6/22/18
7.	P-52	6/20/18	6/29/18
8.	Q-64	6/27/18	7/9/18
9.	J-223	7/9/18	7/18/18
10.	B-223	7/16/18	7/25/18
11.	B-75	7/20/18	7/31/18
12.	D-155	7/26/18	8/6/18
13.	L-333	8/6/18	8/15/18

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

GENERAL INFORMATION

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

Section 101, Article 101.0317

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

Section 101, Article 101.0321

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

Section 101, Article 101.0328

Department. Shall mean the Lancaster County Engineering Department.

Section 101, Article 101.0335

Engineer. Shall mean the Lancaster County Engineer.

Section 101, Article 101.0349

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

Section 101, Article 101.0383

State. Shall mean Lancaster County, Nebraska.

Section 102, Article 102.01

This section of the Standard Specification is null and void.

Section 102, Article 102.02

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

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

Section 102, Article 102.05

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

Section 102, Article 102.06

This section of the Standard Specification is null and void.

Section 102, Article 102.08

This section of the Standard Specification is null and void.

Section 102, Article 102.10 Paragraphs 1 and 2

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

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

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

These sections of the Standard Specifications are null and void.

Section 102, Article 102.12 Paragraph 2(a)

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

Section 102, Article 102.12

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

Section 102, Article 102.15

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

Section 103, Article 103.01

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

SPECIAL PROVISIONS FOR PROJECT NO. 18-03; CULVERT MAINTENANCE 2018 (PHASE I)

Page 2

Section 103, Article 103.04

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

Section 103, Article 103.05

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

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

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

Section 103, Article 103.06 Paragraph 2(b)

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

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

Section 105, Article 105.02 Paragraph 7

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

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

Section 107, Article 107.12

This section of the Standard Specification is null and void.

Section 107, Article 107.13

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

DELIVERY (Construction)

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

CONTRACT TIME PERIOD

The bidder proposes to furnish all necessary equipment, tools, machinery, apparatus, and other means of construction; to do all work and to furnish all materials and labor necessary to complete the work in accordance with the Plans, Specifications, and Special Provisions now on file in the office of the Lancaster County Engineer; to commence said work on April 30, 2018, and to complete all work on or before September 28, 2018. This project will be considered a calendar day project.

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

PROPOSAL EVALUATION

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

It is the intent of the plans and these specifications to receive proposals and award a contract for all of the construction work shown on the plans. The County reserves the right and will be free to evaluate the proposals based on the low bids for a combination of any or all parts or groups the County sees fit or desires. The bidder must bid all items on the proposal(s). All work awarded will be awarded to one and only one bidder.

INDEPENDENT CONTRACTOR

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

SEVERABILITY

If any portion of this Agreement is held invalid, the remainder hereof shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

BID BOND

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

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

SALE TAX EXEMPT STATUS

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

RETAINED EARNINGS

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

PLANS AND SPECIFICATION

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

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

PROVISIONS FOR TRAFFIC

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

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

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

METHOD OF COMPLETION

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

- A. The Contractor will submit with his bid, the order in which he proposes to complete the work. There will be no deviation from the proposed construction sequence unless the Contractor has obtained approval from the County Engineer. Such a request must be submitted in writing prior to the change of schedule.
- B. The Contractor will be required to give the Project Engineer forty-eight 48 hour notice prior to commencing work at any site on the contract.
- C. The Contractor will not be permitted to work at more than 4 sites at a time without the consent of the Project Engineer. All contract work at each site will be completed prior to beginning work at the next site. This includes backfilling the structure, embankment construction, channel construction, subgrade construction, culvert construction, headwall construction, crushed rock or asphalt surfacing.
- D. All barricades, construction signs, and non-standard signs required by either a barricade plan or a detour plan will be properly erected prior to commencing work at a particular construction site.
- E. The Contractor may, upon giving the proper written notice, close the road and begin work on the contract. Once work has begun at a particular site, the work will be pursued vigorously to completion. The Contractor will maintain an adequate sized work force supported by the necessary equipment every working day until all work at the site is completed and the road re-opened to traffic.
- F. The Contractor may complete the work in this contract any time during the period specified in the Special Provision entitled "Contract Time Period". Once construction has begun at a particular site, the Contractor will complete all work at that site within the time period(s) below.

Structure No./Part	Work Days Allowed	Structure No./Part	Work Days Allowed
B-75, Part I	12	P-161, Part VIII	10
B-223, Part II	10	Q-64, Part IX	10
D-155, Part III	9	S-277, Part X	14
J-223, Part IV	10	V-243, Part XI	10
L-333, Part V	11	W-149, Part XII	11
N-43, Part VI	10	Y-202, Part XIII	9
P-52, Part VII	9		

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

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

LIQUIDATED DAMAGES FORMULA

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

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

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

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

R = 0.06

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.

EXCAVATION FOR STRUCTURES

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

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

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

EXCAVATION AND EMBANKMENT

Section 205 of the 2007 Edition of the Standard Specifications will be null and void. The work in this contract described therein will be done in accordance with Section 205 of the 2017 Edition of the Nebraska Department of Transportation Standard Specifications for Highway Construction.

All embankments in this contract will be considered to be Class III compacted to the stiffness defined by a deflection target value established by the Engineer. Driveway embankments will be considered to be Class I.

When the area to be backfilled has standing water, the area shall be drained or pumped until dry. Saturated unstable material shall be removed from the base. If a suitable draining or pumping procedure cannot produce a dry area, an approved granular material shall be deposited to an elevation above the water level.

The Contractor shall use all available suitable backfill material before obtaining borrow.

Backfill for areas which provide support for any subsequent surface or base course, which includes the area directly below the pavement section of the bridge approach slab, shall be constructed in accordance with the requirements for Class III embankment. The material shall be compacted to optimal stiffness as defined by a deflection target value established by the Engineer.

FUEL COST ADJUSTMENT

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

EXCAVATION (ESTABLISHED QUANTITY) AND EARTHWORK MEASURED IN EMBANKMENT

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

REMOVAL OF EXISTING STRUCTURES

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

REMOVAL OF EXISTING HEADWALLS

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

CORRUGATED CULVERT PIPE MANUFACTURE AND CONNECTING BANDS FOR CULVERT PIPE

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

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

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

REPAIR OF DAMAGED METALLIC COATINGS ON CULVERT PIPE

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

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

REVEGETATION PLAN FOR PROJECT SITES IN THIS CONTRACT

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

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

Erosion Control, Type "2-C" will be installed in accordance with the Plans and as described in *Section 807 of the Standard Specifications*. The blanket material must be selected from the State of Nebraska Department of Roads current "Approved Products" list. The seed and fertilizer will be installed on top of the blanket and top dressing in accordance with the manufacturer's recommendations.

For clarification purposes, the Contractor will not be paid directly for furnishing, and applying the seed, fertilizer, and topdressing (if required), it will be considered subsidiary to the items "Erosion Control, Type "1-D", and Erosion Control, Type "2-C".

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

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

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

ROCK RIP-RAP, TYPE "B" FOR OUTLET PROTECTION

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

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

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

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

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

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

The permanent erosion/sedimentation control measures will consist of Erosion Control, Type "1-D", Erosion Control, Type "2-C", Rock Rip-Rap, Fabric Silt Fence-High Porosity, Fabric Silt Fence-Low Porosity, and Erosion Checks, Type "Wattle". This work will be done as soon as practical after completion of the culvert installation and final grading work. In no case will a particular site remain unprotected in excess of 7 days. Failure to complete the permanent erosion/sedimentation control within the 7 day period specified above will result in a \$250.00 penalty per location per calendar day for each calendar day a site remains unprotected. This penalty will be deducted from any monies due and payable to the Contractor for other work on the Contract.

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

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

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

CONSTRUCTION SITE CONTROL

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

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

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

SEED MIX FOR EROSION CONTROL, TYPE "1-D", EROSION CONTROL, TYPE "2-C" AND AREAS TREATED WITH ROCK RIP-RAP

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

The following seed mixture will be used

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

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

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

FERTILIZER

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

Rate of application of commercial inorganic fertilizer shall be:

	Rate of Application per Acre (Minimum)
Available Nitrogen (N ₂)	32 or 36 lbs.
Available Phosphoric Acid (P ₂ O ₅)	92 or 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.
----------------------------	--------

INCORPORATING CRUSHED ROCK SURFACING

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

- 1) On 41' wide roads, the crushed rock will be spread approximately 35' wide x 2" deep.
- 2) On 36' wide roads, the crushed rock will be spread approximately 30' wide x 2" deep.
- 3) On 32' wide roads, the crushed rock will be spread approximately 30' wide x 2" deep.
- 4) On 30' wide roads, the crushed rock will be spread approximately 28' wide x 2" deep.

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

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

CRUSHED ROCK SURFACE COURSE

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

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

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

BARRICADES

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

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

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

CONSTRUCTION SIGNS

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

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

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

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

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

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

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

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

CONSTRUCTION SURVEYING

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

NEBRASKA WEED – FREE GRAVEL/BORROW PIT MINIMUM STANDARDS

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

Nebraska Weed-Free Gravel / Borrow Pit Minimum Standards

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

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

Minimum Guidelines for gravel / borrow material inspections:

The inspector will follow the following inspection procedures:

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

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

Nebraska Weed Free Forage Certification Standards List

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

Lancaster County Weed Free Forage Certification Standards List

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

NEBRASKA WEED-FREE GRAVEL / BORROW CERTIFICATION OF INSPECTION

NGCS/ LCWCA-15

Date ____/____/____

Pit inspection history

NGCS No. NE ____/____/____

____ 1st year

STATE PERMIT # _____

____ 2nd year

____ 3rd year

____ 4 or more years (specify)

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: ____/____/____

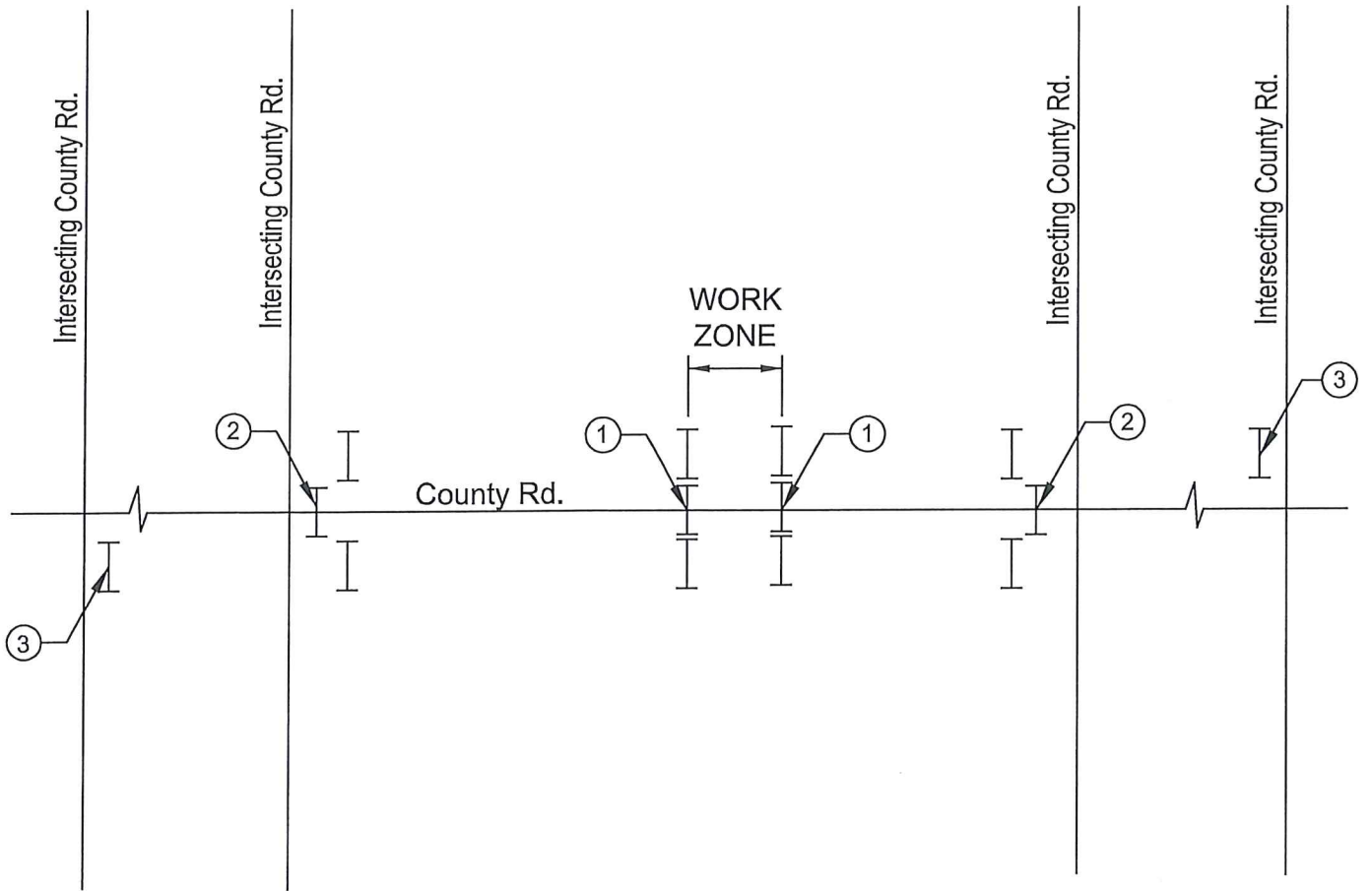
Certified by: _____ Title _____

*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.**

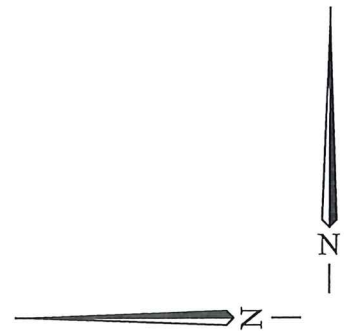
***** BARRICADE PLANS FOLLOW - ONE (1) REQUIRED *****

BARRICADE PLAN PROJECT NO. 18-03



LEGEND

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



PERFORMANCE AND LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Tim Sisco Construction LLC as principal, hereinafter referred to as "Contractor," and The Ohio Casualty 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 Three Hundred Eighty Thousand Eight Hundred Sixty Seven Dollars and 35/100 (\$380,867.35) 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. 18-03 – Culvert Maintenance 2018 (Phase I), 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 16th day of April, 2018

Witness

Address



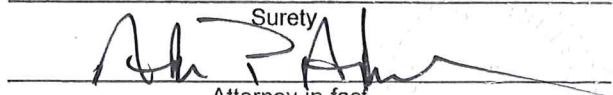
Witness

4000 Pine Lake Rd, Lincoln, NE 68516
Address

Tim Sisco Construction LLC
Contractor


President

26133 S 84th St, Firth, NE 68358
Address

The Ohio Casualty Company
Surety


Attorney-in-fact

62 Maple Avenue, Keene, NH 03431
Address

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

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7629117

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Andrew P. Andersen; Kate R. Greenwald; Rohn P. Loyd

all of the city of Lincoln state of NE each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 16th day of February, 2017.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 16th day of February, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16th day of April, 2016.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Tim Sisco Construction LLC
26133 S 84th CT
Firth, NE 68358

SURETY:

(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company
62 Maple Avenue
Keene, NH 03431

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

OWNER:

(Name, legal status and address)

City of Lincoln/Lancaster County
440 S. 8th St.
Lincoln, NE 68508

Mailing Address for Notices

The Ohio Casualty Insurance Company
Attention: Surety Claims Department
1001 4th Avenue, Suite 1700
Seattle, WA 98154

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

BOND AMOUNT: 5% of Bid Amount Five Percent of Bid Amount

PROJECT:

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

Culvert Maintenance 2018 (Phase I)

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

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

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

Signed and sealed this 28th day of March, 2018

Rome Service Inc.

(Principal)

(Seal)

(Witness)

(Witness)

(Title)

The Ohio Casualty Insurance Company

(Surety)

(Title) Andrew P Andersen, Attorney-in-fact.



POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7629089

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Andrew P. Andersen; Kate R. Greenwald; Rohn P. Loyd

all of the city of Lincoln state of NE each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 16th day of February, 2017.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 16th day of February, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28th day of March, 2017.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

CONTRACT AGREEMENT

RE: PURCHASING AGENT APPOINTMENT

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

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

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

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



Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption

Form
13

Name and Mailing Address of Purchaser			Name and Mailing Address of Seller		
Name Lancaster County Engineering Department			Name Tim Sisco Construction LLC		
Legal Name					
Street Address (Do not use PO Box) 444 Cherrycreek Rd., Bldg. "C"			Street or Other Mailing Address 26133 S. 84th St. Ct.		
City Lincoln,	State NE	Zip Code 68528	City Firth	State NE	Zip Code 68358

Check Type of Certificate

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

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

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

Section A—Nebraska Resale Certificate

Description of Property or Service Purchased

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

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

My Nebraska Sales Tax Permit Number is 01-_____.

If none, state the reason _____

or Foreign State Sales Tax Number _____ State _____.

Section B—Nebraska Exempt Sale Certificate

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

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

Description of Items Purchased _____ Intended Use of Items Purchased _____

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

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

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

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

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

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

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

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

**sign
here** ▶

Authorized Signature

Purchasing Agent
Title

Date

Authorized Signature Name (please print)

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

Sellers cannot accept incomplete certificates.

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

6-134-1970 Rev. 10-2014
Supersedes 6-134-1970 Rev. 3-2009

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 Tim Sisco Construction LLC			Name Lancaster County Engineering Department		
Street or Other Mailing Address 26133 S. 84th St. Ct.			Street or Other Mailing Address 444 Cherrycreek Rd., Bldg. "C"		
City	State	Zip Code	City	State	Zip Code
Firth	NE	68358	Lincoln,	NE	68528
Name and Location of Project			Appointment Information		
Name Culvert Maintenance 2018 (Phase I)			Effective Date (see Instructions)		
Street or Other Mailing Address			Expiration Date		
City	State	Zip Code	Nebraska Exemption Number (Exempt Organizations Only)		
Lancaster County, NE			N/A (Gov't)		
Identify Project Bid No. 18-072 - Project No. 18-03					

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.

WHENTO 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, Tia Sisco, do hereby certify that all equipment to be used on County Project No. 18-03; Culvert Maintenance 2018 (Phase I); except that equipment acquired since the assessment date, has been assessed for taxation for the current year, in 2018 County, Lancaster.

DATED this 16 day of April, 2018.

By: [Signature]
Title: MP 1802

STATE OF Nebraska)
COUNTY OF Lancaster)ss.

On April 16th 2018, before me, the undersigned Notary Public duly commissioned for and qualified in said County, personally came Jim Sisco, 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.



Serena Wilson
Notary Public
January 30, 2022
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, Tim Sisco, 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: Timothy J Sisco
(First, Middle, Last)

SIGNATURE: *Tim Sisco*

TITLE: Member

State of Nebraska)
)ss.
 County of Lancaster)

This affidavit was signed and sworn to before me, the undersigned Notary Public, on this 16th day of April, 2018.



Serena Wilson
 Notary Public



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/19/2018

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

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

PRODUCER INSPRO Insurance, Inc. 12702 Westport Parkway, Suite #200 LaVista, NE 68138 402 333-5700	CONTACT NAME: Tim Laudenback
	PHONE (A/C, No, Ext): 402-333-5700 FAX (A/C, No): 402-333-0633 E-MAIL ADDRESS: tlaudenback@insproins.com
INSURED Tim Sisco Construction LLC 26133 S 84th St Firth, NE 68358	INSURER(S) AFFORDING COVERAGE INSURER A : Employers Mutual Insurance NAIC # 21415
	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	5D83674	03/05/2018	03/05/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	5E83674	03/05/2018	03/05/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	X	X	5J83674	03/05/2018	03/05/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	5H83674	03/05/2018	03/05/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Lancaster County is additional Insured on the General Liability.

CERTIFICATE HOLDER Lancaster County 555 South 10th Street Lincoln, NE 68508	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY ELITE EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended to include the following clarifications and extensions of coverage. The provisions of the Coverage Form apply unless modified by endorsement.

A. EXPECTED OR INTENDED INJURY

Section I – Coverage A, Exclusion **a.** is amended as follows:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of an insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

B. NON-OWNED WATERCRAFT

Section I – Coverage A, Exclusion **g.(2)** is amended as follows:

- (2) A watercraft you do not own that is:
 - (a) Less than 60 feet long; and
 - (b) Not being used to carry person(s) or property for a charge;

C. EXTENDED PROPERTY DAMAGE COVERAGE

Section I – Coverage A, Exclusions **j.(3)** and **(4)** is amended to add the following:

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

SCHEDULE	
Limits Of Insurance	Deductible
\$5,000 Each Occurrence	\$250 Per Claim
\$10,000 Annual Aggregate	

- a. The each occurrence limit listed above is the most we will pay for all damages because of "property damage" to property in the care, custody and control of or property loaned to an insured as the result of any one "occurrence", regardless of the number of:

- (1) insureds;
- (2) claims made or "suits" brought;
- (3) persons or organizations making claims or bringing "suits".

The aggregate limit listed above is the most we will pay for all damages because of "property damage" to property in the care custody and control of or property loaned to an insured during the policy period.

Any payment we make for damages because of "property damage" to property in the care, custody and control of or property loaned to an insured will apply against the General Aggregate Limit shown in the declarations.

- b. Our obligation to pay damages on your behalf applies only to the amount of damages in excess of the deductible amount listed above. We may pay any part or all of the deductible amount listed above. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification by us, you will promptly reimburse us for that part of the deductible we paid.
- c. If two or more coverages apply under one "occurrence", only the highest per claim deductible applicable to these coverages will apply.
- d. Insurance provided by this provision is excess over any other insurance, whether primary, excess, contingent or any other basis. Since insurance provided by this endorsement is excess, we will have no duty to defend any claim or "suit" to which insurance provided by this endorsement applies if any other insurer has a duty to defend such a claim or "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

D. PROPERTY DAMAGE – ELEVATORS

Section I – Coverage A.2. Exclusions paragraphs **j.(3), j.(4), j.(6)** and **k.** do not apply to use of elevators. This insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured and **Section IV – Commercial General Liability Conditions** Paragraph **4. Other Insurance** is changed accordingly.

E. FIRE, LIGHTNING OR EXPLOSION DAMAGE

Except where it is used in the term "hostile fire", the word fire includes fire, lightning or explosion wherever it appears in the Coverage Form.

Under **Section I – Coverage A**, the last paragraph (after the exclusions) is replaced with the following:

Exclusions **c.** through **n.** do not apply to damage by fire, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits of Insurance**.

F. MEDICAL PAYMENTS

If **Section I – Coverage C. Medical Payments Coverage** is not otherwise excluded from this Coverage Form:

The requirement, in the Insuring Agreement of Coverage **C.**, that expenses must be incurred and reported to us within **one year** of the accident date is changed to **three years**.

G. SUPPLEMENTARY PAYMENTS

Supplementary Payments – Coverages A and B Paragraphs 1.b. and 1.d. are replaced by the following:

1.b. Up to \$5,000 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.

1.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.

H. SUBSIDIARIES AS INSUREDS

Section II – Who Is An Insured is amended to add the following:

1.f. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, insured does not include any subsidiary that is an insured under any other general liability policy, or would have been an insured under such a policy but for termination of that policy or the exhaustion of that policy's limits of liability.

I. BLANKET ADDITIONAL INSUREDS – AS REQUIRED BY CONTRACT

1. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) subject to provisions in Paragraph **2.** below, (hereinafter referred to as additional insured) when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy provided that the written contract or agreement is:

- a. Currently in effect or becomes effective during the policy period; and
- b. Executed prior to an "occurrence" or offense to which this insurance would apply.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and
- c. Applies only if the person or organization is not specifically named as an additional insured under any other provision of, or endorsement added to, **Section II – Who Is An Insured** of this policy.

2. As provided herein, the insurance coverage provided to such additional insureds is limited to:

- a. Any Controlling Interest, but only with respect to their liability arising out of their financial control of you; or premises they own, maintain, or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- b. Any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In connection with your premises; or
- (2) In the performance of your ongoing operations.

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

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, 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.

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 services by or for you.

- c. Any manager or lessor of a premises leased to you, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.
- d. Any state or governmental agency or subdivision or political subdivision, subject to the following:
- (1) This insurance applies only with respect to the following hazards for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
 - (b) The construction, erection or removal of elevators; or
 - (c) The ownership, maintenance or use of any elevators covered by this insurance.
 - (2) This insurance applies only with respect to operations performed by you or on your behalf for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".
- e. Any vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

With respect to the insurance afforded to these vendors, the following additional exclusions apply:

- (1) The insurance afforded any vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which any vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that any vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by any vendor;
 - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e) Any failure to make such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at any vendor's premises in connection with the sale of the product;
 - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for any vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of any vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

f. Any Mortgagee, Assignee Or Receiver, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

g. Any Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you.

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

(1) This insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

h. Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

i. Any Owners, Lessees, or Contractors for whom you are performing operations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf;

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

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

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.

j. Any Grantor of Licenses to you, but only with respect to their liability as grantor of licenses to you.

Their status as additional insured under this endorsement ends when:

1. The license granted to you by such person(s) or organization(s) expires; or
2. Your license is terminated or revoked by such person(s) or organization(s) prior to expiration of the license as stipulated by the contract or agreement.

k. Any Grantor of Franchise, but only with respect to their liability as grantor of a franchise to you.

l. Any Co-owner of Insured Premises, but only with respect to their liability as co-owner of any insured premises.

m. Any Concessionaires Trading Under Your Name, but only with respect to their liability as a concessionaire trading under your name.

3. Any insurance provided to any additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or its agents, "employees" or any other representative of the additional insured.

4. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits of Insurance:**

If coverage provided to any additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
- b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

J. COVERAGE FOR INJURY TO CO-EMPLOYEES AND/OR YOUR OTHER VOLUNTEER WORKERS

Section II – Who is an Insured, Paragraph 2.a. (1) is amended to add the following:

e. Paragraphs (a), (b), and (c) do not apply to your "employees" or "volunteer workers" with respect to "bodily injury" to a co-"employee" or other "volunteer worker".

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any amount paid or available to the injured co-"employee" or "volunteer worker" under any other valid and collectible insurance.

K. HEALTH CARE SERVICE PROFESSIONALS AS INSUREDS - INCIDENTAL MALPRACTICE

Section II – Who is an Insured, Paragraph 2.a. (1) (d) is amended as follows:

This provision does not apply to Nurses, Emergency Medical Technicians, or Paramedics who provide professional health care services on your behalf.

However this exception does not apply if you are in the business or occupation of providing any such professional services.

L. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II – Who is An Insured, Paragraph 3.a. is replaced by the following:

3.a. Coverage under this provision is afforded until the end of the policy period.

This provision does not apply if newly formed or acquired organizations coverage is excluded either by the provisions of the Coverage Form or by endorsements.

M. DAMAGE TO PREMISES RENTED TO YOU

Section III – Limits of Insurance, Paragraph 6. is replaced by the following:

Subject to **5.a.** above, the Damage To Premises Rented To You Limit, or \$500,000, whichever is higher, is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, smoke or leakage from automatic protection systems, while rented to you or temporarily occupied by you with permission of the owner.

N. MEDICAL PAYMENTS – INCREASED LIMITS

Section III – Limits of Insurance, Paragraph 7. is replaced by the following:

7. Subject to Paragraph **5.** above, \$10,000 is the Medical Expense Limit we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, unless the amount shown on the Declarations of this Coverage Part for Medical Expense Limit states:

- (a) No Coverage; or
- (b) \$1,000; or
- (c) \$5,000; or
- (d) A limit higher than \$10,000.

O. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Section IV – Commercial General Liability Conditions Paragraph 2. is amended to add the following:

e. The requirement in Condition 2.a. that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim, applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual or a limited liability company;
- (2) A partner, if you are a partnership;
- (3) A member or manager, if you are a limited liability company;
- (4) An "executive officer" or insurance manager, if you are a corporation; or
- (5) A trustee, if you are a trust.

f. The requirement in Condition 2.b. that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual or a limited liability company;
- (2) A partner, if you are a partnership;
- (3) A member or manager, if you are a limited liability company;
- (4) An "executive officer" or insurance manager, if you are a corporation; or
- (5) A trustee, if you are a trust.

P. PRIMARY AND NONCONTRIBUTORY – ADDITIONAL INSURED EXTENSION

Section IV – Commercial General Liability Conditions Paragraph 4. **Other Insurance** is amended to add the following:

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

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured. However, if the additional insured has been added as an additional insured on other policies, whether primary, excess, contingent or on any other basis, this insurance is excess over any other insurance regardless of the written agreement between you and an additional insured.

Q. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Commercial General Liability Conditions Paragraph 6. **Representations** is amended to add the following:

If you unintentionally fail to disclose any exposures existing at the inception date of your policy, we will not deny coverage under the Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

This provision does not apply to any known injury or damage which is excluded under any other provision of this policy.

R. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Section IV – Commercial General Liability Condition Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products completed operations hazard".

S. MENTAL ANGUISH

Section V – Definition 3. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

T. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO ELITE EXTENSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The BUSINESS AUTO COVERAGE FORM is amended to include the following clarifications and extensions of coverage. With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

Section I – Covered Autos Paragraph C. Certain Trailers, Mobile Equipment, and Temporary Substitute Autos is amended by adding the following:

If **Physical Damage Coverage** is provided by this coverage form for an "auto" you own, the **Physical Damage Coverages** provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of breakdown, repair, servicing, "loss" or destruction.

The coverage provided is the same as the coverage provided for the vehicle being replaced.

B. BLANKET ADDITIONAL INSURED

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any person or organization who is a party to a written agreement or contract with you in which you agree to provide the type of insurance afforded under this Business Auto Coverage Form.

This provision applies to claims for "bodily injury" or "property damage" which occur after the execution of any written agreement or contract.

C. EMPLOYEES AS INSURED

The following is added to the **Section II – Covered Autos Liability Coverage, Paragraph A.1. Who Is An Insured** Provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. EMPLOYEE HIRED AUTOS

1. Changes In Covered Autos Liability Coverage

The following is added to the **Who Is An Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions

Paragraph **5.b.** of the **Other Insurance** Condition in the Business Auto Coverage Form is replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- a. Any covered "auto" you lease, hire, rent or borrow; and
- b. Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any organization which you acquire or form after the effective date of this policy in which you maintain ownership or majority interest. However:

- (1) Coverage under this provision is afforded only up to 180 days after you acquire or form the organization, or to the end of the policy period, whichever is earlier.
- (2) Any organization you acquire or form will not be considered an "insured" if:
 - (a) The organization is a partnership or a joint venture; or
 - (b) That organization is covered under other similar insurance.
- (3) Coverage under this provision does not apply to any claim for "bodily injury" or "property damage" resulting from an "accident" that occurred before you formed or acquired the organization.

F. SUBSIDIARIES AS INSURED

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, "insured" does not include any subsidiary that is an "insured" under any other automobile liability policy or was an "insured" under such a policy but for termination of that policy or the exhaustion of the policy's limits of liability.

G. SUPPLEMENTARY PAYMENTS

Section II – Covered Autos Liability Coverage, A.2.a. Coverage Extensions, Supplementary Payments (2) and (4) are replaced by the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

H. FELLOW EMPLOYEE COVERAGE

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by workers compensation exclusivity rule, or similar protection. The following provision is added:

Subparagraph 5. of Paragraph B. Exclusions in **Section II Covered Autos Liability Coverage** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

I. TOWING

Section III – Physical Damage Coverage, A.2. Towing is replaced with the following:

We will pay for towing and labor costs incurred, subject to the following:

- a. Up to \$100 each time a covered "auto" of the private passenger type is disabled; or
- b. Up to \$500 each time a covered "auto" other than the private passenger type is disabled.

However, the labor must be performed at the place of disablement.

J. LOCKSMITH SERVICES

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$250 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto". The deductible is waived for these services.

K. TRANSPORTATION EXPENSES

Section III – Physical Damage Coverage, A.4. Coverage Extensions Subparagraph a. Transportation Expenses is replaced by the following:

- (1) We will pay up to \$75 per day to a maximum of \$2,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expirations, when the covered "auto" is returned to use or we pay for its "loss".
- (2) If the temporary transportation expenses you incur arise from your rental of an "auto" of the private passenger type, the most we will pay is the amount it costs to rent an "auto" of the private passenger type which is of the same like kind and quality as the stolen covered "auto".

L. AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE ADDED LIMITS

Audio, Visual, And Data Electronic Equipment Coverage Added Limits of \$5,000 Per "Loss" are in addition to the sublimit in Paragraph C.1.b. of the **Limits Of Insurance** provision under **Section III – Physical Damage Coverage**.

M. HIRED AUTO PHYSICAL DAMAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss, or Collision coverage is provided for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you hire, subject to the following limit and deductible:

- (1) The most we will pay for loss to any hired "auto" is the lesser of Actual Cash Value or Cost of Repair, minus the deductible.
- (2) The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.
- (3) Subject to the above limit and deductible provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will pay up to \$1,000, in addition to the limit above, for loss of use of a hired auto to a leasing or rental concern for a monetary loss sustained, provided it results from an "accident" for which you are legally liable.

N. AUTO LOAN OR LEASE COVERAGE

Section III – Physical Damage Coverage
Paragraph A.4. **Coverage Extensions** is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" which is covered under this policy for Comprehensive, Specified Cause of Loss, or Collision coverage, we will pay any unpaid amount due, including up to a maximum of \$500 for early termination fees or penalties, on the lease or loan for a covered "auto", less:

1. The amount paid under the **Physical Damage Coverage Section** of the policy; and
2. Any:
 - a. Overdue lease/loan payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.

O. PERSONAL PROPERTY OF OTHERS

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$500 for loss to personal property of others in or on your covered "auto."

This coverage applies only in the event of "loss" to your covered "auto" caused by fire, lightning, explosion, theft, mischief or vandalism, the covered "auto's" collision with another object, or the covered "auto's" overturn.

No deductibles apply to this coverage.

P. PERSONAL EFFECTS COVERAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$500 for "loss" to your personal effects not otherwise covered in the policy or, if you are an individual, the personal effects of a family member, that is in the covered auto at the time of the "loss".

For the purposes of this extension personal effects means tangible property that is worn or carried by an insured including portable audio, visual, or electronic devices. Personal effects does not include tools, jewelry, guns, money and securities, or musical instruments

Q. EXTRA EXPENSE FOR STOLEN AUTO

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$1,000 for the expense incurred returning a stolen covered "auto" to you because of the total theft of such covered "auto". Coverage applies only to those covered "autos" for which you carry Comprehensive or Specified Causes Of Loss Coverage.

R. RENTAL REIMBURSEMENT

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

1. This coverage applies only to a covered "auto" for which **Physical Damage Coverage** is provided on this policy.
2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days.
 - a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
 - b. 30 days.
4. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred; or
 - b. \$75 per day, subject to a \$2,250 limit.
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage – Transportation Expense Coverage Extension included in this endorsement.
7. Coverage provided by this extension is excess over any other collectible insurance and/or endorsement to this policy.

S. AIRBAG COVERAGE

Section III – Physical Damage Coverage, B.3.a.

Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

T. NEW VEHICLE REPLACEMENT COST

The following is added to Paragraph C. **Limit Of Insurance** of Section III – Physical Damage Coverage

In the event of a total "loss" to your new covered auto of the private passenger type or vehicle having a gross vehicle weight of 20,000 pounds or less, to which this coverage applies, we will pay at your option:

- a. The verifiable new vehicle purchase price you paid for your damaged vehicle, not including any insurance or warranties.
- b. The purchase price, as negotiated by us, of a new vehicle of the same make, model, and equipment, or most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.
- c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.

We will not pay for initiation or set up costs associated with a loans or leases.

For the purposes of this coverage extension a new covered auto is defined as an "auto" of which you are the original owner that has not been previously titled which you purchased less than 180 days prior to the date of loss.

U. LOSS TO TWO OR MORE COVERED AUTOS FROM ONE ACCIDENT

Section III – Physical Damage Coverage, D. Deductible is amended by adding the following:

If a Comprehensive, Specified Causes of Loss or Collision Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident".

If the application of the highest deductible is less favorable or more restrictive to the insured than the separate deductibles as applied in the standard form, the standard deductibles will apply.

This provision only applies if you carry Comprehensive, Collision or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

V. WAIVER OF DEDUCTIBLE – GLASS REPAIR OR REPLACEMENT

Section III – Physical Damage Coverage, D. Deductible is amended by adding the following:

If a Comprehensive Coverage deductible is shown in the Declarations it does not apply to the cost of repairing or replacing damaged glass.

W. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

Section IV – Business Auto Conditions, A.2. Duties In The Event Of Accident, Claim, Suit Or Loss is amended by adding the following:

Your obligation to notify us promptly of an "accident", claim, "suit" or "loss" is satisfied if you send us the required notice as soon as practicable after your Insurance Administrator or anyone else designated by you to be responsible for insurance matters is notified, or in any manner made aware, of an "accident", claim, "suit" or "loss".

X. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

Subparagraph 5. of Paragraph A. **Loss Conditions** of Section IV **Business Auto Conditions** is deleted in its entirety and replaced with the following.

Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

However, we waive any right of recovery we may have against any person, or organization with whom you have a written contract, agreement or permit executed prior to the "loss" that requires a waiver of recovery for payments made for damages arising out of your operations done under contract with such person or organization.

Y. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Business Auto Conditions, B.2. Concealment, Misrepresentation, Or Fraud is amended by adding the following:

If you unintentionally fail to disclose any exposures existing at the inception date of this policy, we will not deny coverage under this Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Z. MENTAL ANGUISH

Section V – Definitions, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

AA. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

Lancaster County
555 South 10th Street
Lincoln, NE 68508

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

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

Endorsement Insured **Tim Sisco Construction LLC**

Effective Policy No. 5H83674

Endorsement No. Premium

Insurance Company

Countersigned by _____

Employers Mutual Insurance

