

**C-18-0220**

CONTRACT DOCUMENTS

LANCASTER COUNTY

NEBRASKA

For

Bid No. 18-081

Project No: 18-01

ASPHALT PAVING AND RESURFACING 2018

Constructors Inc.  
1815 Y St.  
Lincoln, NE 68508

LANCASTER COUNTY, NEBRASKA  
CONTRACT AGREEMENT

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

WHEREAS, the County has caused to be prepared in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described and has caused to be published an advertisement for and in connection with said Work, to-wit: Bid No. 18-081, Project No. 18-01, Asphalt Paving and Resurfacing 2018; 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: Four Million Five Hundred Seventy One Thousand Eight Hundred Eighteen Dollars and 89/100 (\$4,571,818.89).
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 May 1, 2018 *(or upon notice to proceed by the County)* and shall be completed on or before November 1, 2018 *(or within 185 calendar days)*.
8. If any portion of this Agreement is held invalid, the remainder hereof shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.
9. GUARANTEE: A Performance and Labor and Material Payment Bond in the full amount of the Contract shall be required for all construction contracts.
10. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the Contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A. 1324b. The Contractor shall require any subcontractor to comply with the provisions of this section.
11. This Contract Agreement, along with the Suppliers Response, Plans and the following Supplemental Contract Documents, attached hereto and incorporated by this reference, form this Contract:
  1. Instructions to Bidders
  2. Supplemental Instructions to Bidders
  3. Map
  4. Accepted Proposal of Contractor
  5. Contractor Work Resume Form
  6. Project Schedule Form
  7. Special Provisions
  8. Barricade and Detour Plans
  9. Performance and Labor and Material Payment Bond
  10. Purchasing Agent Appointment
  11. Nebraska Resale or Exempt Sale Certificate
  12. Tax Assessment Form
  13. Employer Classification Act Instructions
  14. Employee Classification Act Affidavit
  15. Insurance Clause and Certificate

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

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

EXECUTION BY LANCASTER COUNTY, NEBRASKA

ATTEST:

BY THE BOARD OF COUNTY COMMISSIONERS OF  
LANCASTER COUNTY, NEBRASKA

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

Contract and Bond Approved as to Form

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

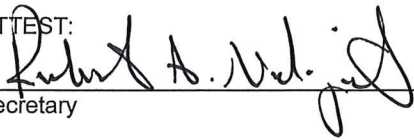
\_\_\_\_\_  
Deputy County Attorney

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

\_\_\_\_\_  
Secretary



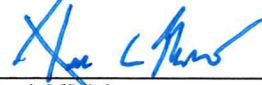
\_\_\_\_\_  
Name of Corporation

Constructors, Inc

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

1815 Y Street Lincoln, NE 68508

By: \_\_\_\_\_  
Duly Authorized Official



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

President

IF OTHER TYPE OF ORGANIZATION:

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

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

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

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

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

IF AN INDIVIDUAL:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

# INSTRUCTIONS TO BIDDERS

## LANCASTER COUNTY, NEBRASKA

### PURCHASING DIVISION

#### E-Bid

#### 1. BIDDING PROCEDURE

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

#### 2. BID SECURITY

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

#### 3. BIDDER'S REPRESENTATION

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

#### 4. INDEPENDENT PRICE DETERMINATION

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

5. CLARIFICATION OF SPECIFICATION DOCUMENTS
- 5.1 Bidders shall promptly notify the Purchasing Agent or designee of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents.
- 5.2 Bidders desiring clarification or interpretation of the bidding documents for formal bids shall make a written request which must reach the Purchasing Agent or designee at least five (5) calendar days prior to the date and time for receipt of formal bids.
- 5.3 Changes made to the bidding documents will be issued electronically. All vendors registered for that bid will be notified of the addendum. Subsequent Bidders will only receive the bid with the addendum included.
- 5.4 Oral interpretations or changes to the bidding documents made in any manner other than written form, will not be binding on the County; and Bidders shall not rely upon such interpretations or changes.
6. ADDENDA
- 6.1 Addenda are instruments issued by the County prior to the date for receipt of bids which modify or interpret the bidding document by addition, deletion, clarification or correction.
- 6.2 Addenda notification will be made available to all registered vendors immediately via e-mail for inspection on-line.
- 6.3 No formal bid addendums will be issued later than forty-eight (48) hours prior to the date and time for receipt of formal bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
7. ANTI-LOBBYING PROVISION
- 7.1 During the period between the advertised date and the contract award, Bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the County Board or County staff except in the course of County-sponsored inquiries, briefings, interviews, or presentations, unless requested by the County.
8. BRAND NAMES
- 8.1 Wherever in the specifications or bid that brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 8.2 It is the Bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the County that said item is equal to, or better than, the product specified.
- 8.3 Bids for alternate items shall be stated in the appropriate space on the E-Bid form. Bidders MUST attach to its bid documents in the Vendor Attachment Section of the E-Bid, a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation.
- 8.4 The Bidder must indicate any variances and explain by item number from the bidding document no matter how slight.
- 8.5 If variations are not stated in the bid, it will be assumed that the item being bid fully complies with the County's bidding documents.
9. DEMONSTRATIONS/SAMPLES
- 9.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the County.
- 9.2 Such demonstration can be at the County delivery location or a surrounding community.
- 9.3 If items are small and mailable, and the Bidder is proposing an alternate product, the Bidder shall supply a sample of the exact item. Samples will be returned at Bidder's expense after receipt by the County of acceptable goods. The Bidder must indicate how samples are to be returned.
10. DELIVERY (Non-Construction)
- 10.1 Each Bidder shall state on the bid the date upon which it can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 10.2 The County reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid.
- 10.3 All bids shall be based upon inside delivery of the equipment or merchandise F.O.B. to the County at the location specified by the County, with all transportation charges paid.
- 10.4 At the time of delivery, a designated Lancaster County employee will sign the invoice/packing slip. The signature will only indicate that the order has been received and the items actually delivered agree with the delivery invoice. This signature does not indicate all items meet specifications, were received in good condition and/or that there is not possible hidden damage or shortages.
11. WARRANTIES, GUARANTEES AND MAINTENANCE
- 11.1 Copies of the following documents, if requested, shall accompany the bid proposal for all items being bid:
- 11.1.1 Manufacturer's warranties and/or guarantees.
- 11.1.2 Bidder's maintenance policies and associated costs.
- 11.2 As a minimum requirement of the County, the Bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the County. Replacement parts of defective components shall be shipped at no cost to the County. Shipping costs for defective parts required to be returned to the Bidder shall be paid by the Bidder.

12. ACCEPTANCE OF MATERIAL

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

13. BID EVALUATION AND AWARD

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

14. INDEMNIFICATION

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

15. TERMS OF PAYMENT

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

16. LAWS

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

17. EQUIPMENT TAX ASSESSMENT

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

18. AFFIRMATIVE ACTION

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

19. INSURANCE

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

20. EXECUTION OF CONTRACT

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

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

21. TAXES AND TAX EXEMPTION CERTIFICATE

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

22. E-VERIFY

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



# SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

## Lancaster County Engineering Department Road and Bridge Construction Projects

This project shall be subject to and performed in accordance with the Instructions to Bidders, and with the revisions and amendments listed below. In the event of a conflict with the Instructions to Bidders, the Supplemental Instructions listed below shall control and take precedence. Contractors must register as a vendor with City/County Purchasing to receive electronic bid (E-Bid) notices and must submit their bid via the E-Bid system. Please call (402) 441-8103 or e-mail [purchasing@lincoln.ne.gov](mailto: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 Transportation's 2007 Standard Specifications for Highway Construction. The Nebraska Department of Transportation's 2007 Standard Specifications for Highway Construction (NDOT 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 Transportation 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.

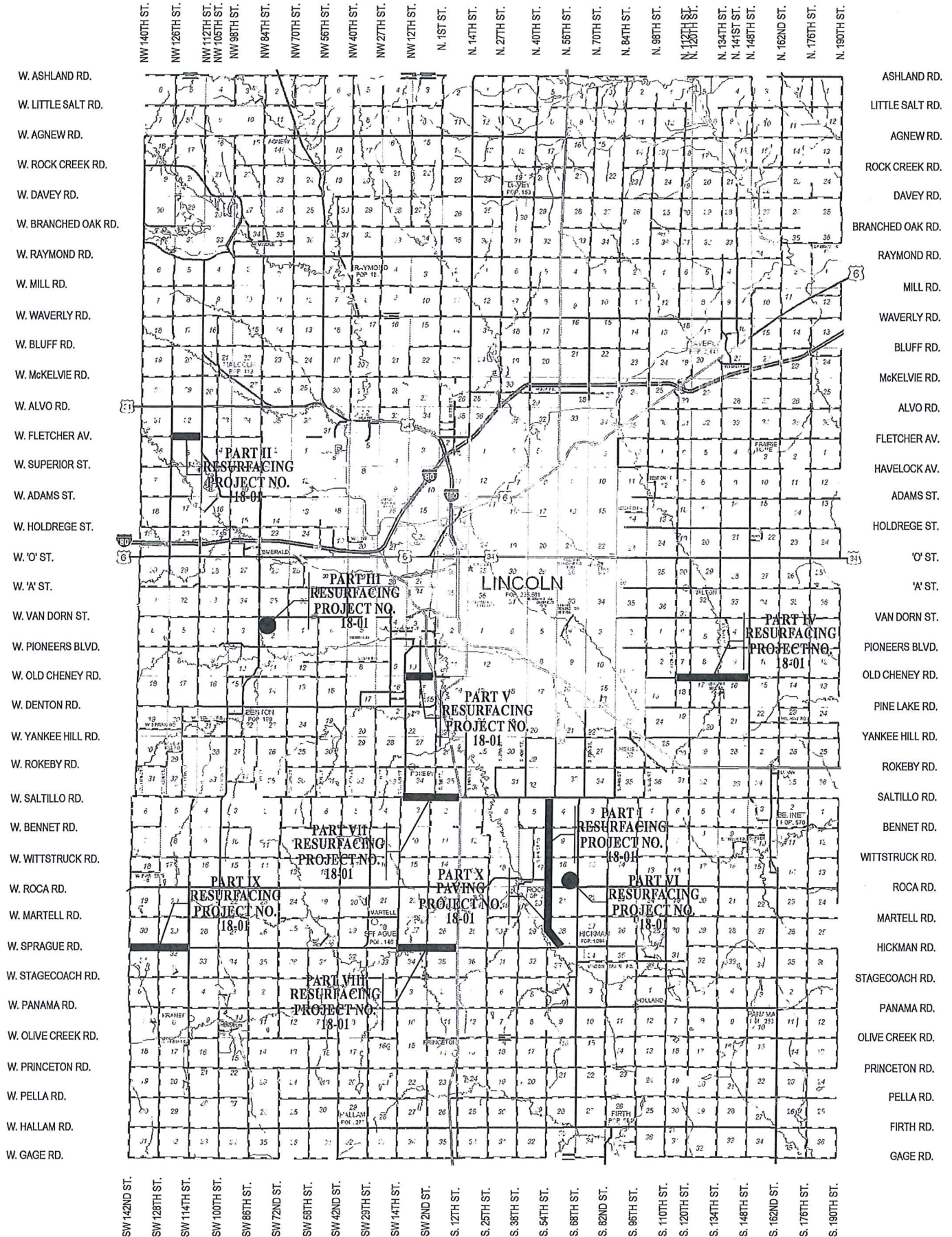
All bidders The Contractor will complete and attach this form to the E-Bid in the Response Attachment section IF it has not done any work for Lancaster County similar in nature to that of this bid in the last three years.

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

# SITE LOCATION MAP

## LANCASTER COUNTY PAVING & RESURFACING 2018

### LANCASTER COUNTY, NEBRASKA



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

Bid Information		Contact Information		Ship to Information
Bid Creator	Robert Walla Purchasing Agent	Address	Purchasing\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	18-081	Department		Floor/Room
Title	ASPHALT PAVING AND RESURFACING 2018, PROJECT NO. 18-01 (Co. Engineer)	Building		Telephone
Bid Type	Bid	Floor/Room		Fax
Issue Date	3/16/2018 08:40 AM (CT)	Telephone	(402) 441-8309	Email
Close Date	4/4/2018 12:00:00 PM (CT)	Fax		
		Email	rwalla@lincoln.ne.gov	

## Supplier Information

Company	Constructors Inc.
Address	1815 Y Street  Lincoln, NE 68508
Contact	Eric Anderson
Department	
Building	
Floor/Room	
Telephone	(402) 434-1764
Fax	(402) 441-4176
Email	EricA@Constructorslincoln.com
Submitted	4/4/2018 11:41:03 AM (CT)
Total	\$4,571,818.89

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

Signature Ted Butler

Email tbutler@constructorslincoln.com

## Supplier Notes

### Bid Notes

If you need assistance in preparing your bid, contact our office at 402-441-8103 to set up a training session in Purchasing or assistance over the phone.

### Bid Activities

Date	Name	Description
4/4/2018 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.

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Bid Messages

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Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
2	Supplemental Instructions to Bidders	I acknowledge reading and understanding the Supplemental Instructions to Bidders.	Yes
3	Insurance Requirements and Endorsements	<p>Vendor agrees to the applicable terms listed in the Insurance Clause document including the submission of the Certificate of ACCORD and the following endorsements:</p> <ol style="list-style-type: none"> <li>1. Additional Insured - Lancaster County.</li> <li>2. Workers Compensation - Waiver of Subrogation.</li> <li>3. 30 Day Cancellation Notice</li> </ol> <p>Insurance Certificate and required Endorsements are required at time of contract execution by the vendor.</p> <p>Vendors are strongly encouraged to send the insurance requirements and endorsement information to their insurance agent prior to bid close in order to expedite the contract execution process.</p>	Yes
4	NDOR Standard Specs for Hwy Construction	I acknowledge reading and understanding the current Nebraska Department of Road's Standard Specifications for Highway Construction Supplemental Specifications to the Standard Specifications for Highway Construction, view at: <a href="http://www.dor.state.ne.us/ref-man/">http://www.dor.state.ne.us/ref-man/</a>	Yes
5	Work Resume Form	I have attached my Contractor Work Resume Form to this bid if my company has not completed work for Lancaster County in the last 3 years.	Yes
6	Method of Completion	I have attached my Method of Completion Form to this bid.	Yes
7	Special Provisions	I acknowledge reading and understanding the Special Provisions.	Yes
8	Barricade and Detour Plans	I acknowledge reading and understanding the Barricade Plans and Detour Plans.	Yes
9	Sample Contract	I acknowledge reading and understanding the Contract Agreement Forms.	Yes
10	Bonds	I acknowledge that the Performance Bond and Payment Bond in the amount of 100% of the Contract amount will be required with the signed contract upon award of this job.	Yes

11	Tax Exempt Certification Forms	Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.)	Yes
12	Tax Assessment Form	I acknowledge reading and understanding the Tax Assessment Form will be required with the contract.	Yes
13	Bid Bond Submission	I acknowledge and understand that my bid will not be considered unless a bid bond or certified check in the sum of five percent (5%) of the total amount of the bid is made payable to the order of the County Treasurer as a guarantee of good faith prior to the bid opening. The bid security may be scanned and attached to the 'Response Attachments' section of your response or faxed to the Purchasing Office (402)441-6513. The original bond/check must then be received in the Purchasing Office, 440 S. 8th Street, Ste. 200, Lincoln, NE 68508 within three (3) days of bid closing. YOU MUST INDICATE YOUR METHOD OF BID BOND SUBMISSION IN BOX TO RIGHT!	I have scanned and attached my bid bond.
14	Project Dates	The Contractor agrees that the Work in this Contract shall commence on May 1, 2018 (or upon notice to proceed by the County) and shall be completed on or before November 1, 2018. This project will be considered a 185 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:	Gregg Leber
18	Electronic Signature	Please check here for your electronic signature.	Yes
19	U.S. Citizenship Attestation	Is your company legally considered an Individual or Sole Proprietor: YES or NO  As a Vendor who is legally considered an Individual or a Sole Proprietor I hereby understand and agree to comply with the requirements of the United States Citizenship Attestation Form, available at: <a href="http://www.sos.ne.gov/business/notary/citizenforminfo.html">http://www.sos.ne.gov/business/notary/citizenforminfo.html</a>  All awarded Vendors who are legally considered an Individual or a Sole Proprietor must complete the form and submit it with contract documents at time of execution.  If a Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.  Vendor further understands and agrees that lawful	NO

presence in the United States is required and the Vendor may be disqualified or the Contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. 4-108.

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## Line Items

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#	Qty	UOM	Description	Response
1	1	Lump Sum	Project No. 18-01; Asphalt Paving and Resurfacing 2018 Part I - South 54th Street (Roca Road to Saltillo Road)" -- Total Lump Sum attached spreadsheet.	\$660,762.60
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	"Project No. 18-01; Asphalt Paving and Resurfacing 2018 Part II - West Fletcher Avenue (NW 112th Street to NW 126th Street)" -- Total Lump Sum of attached spreadsheet.	\$274,307.40
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	"Project No. 18-01; Asphalt Paving and Resurfacing 2018 Part III - Meadow View, within the subdivision (SW 80th Street and West Van Dorn Street)" -- Total Lump Sum of attached spreadsheet.	\$214,944.78
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	"Project No. 18-01; Asphalt Paving and Resurfacing 2018 Part IV - Old Cheney Road (South 112th Street to South 148th Street)" -- Total Lump Sum attached spreadsheet.	\$527,293.07
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	"Project No. 18-01; Asphalt Paving and Resurfacing 2018 Part V - West Old Cheney Road SW 12th Street to Highway 77)" -- Total Lump Sum of attached spreadsheet.	\$223,450.35
Item Notes:				Fill out the itemized Excel spreadsheet attached below. Attach completed spreadsheet on the 'Response Attachments' of your response.
Supplier Notes:				

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6	1	Lump Sum	"Project No. 18-01; Asphalt Paving and Resurfacing 2018 Part VI - The Preserve At Cross Creek Addition and 1st, 2nd and 4th Additions within the subdivision (South 68th Street & Prairieflower Lane)" -- Total Lump Sum of attached spreadsheet.	\$297,375.36
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Item Notes: Fill out the itemized Excel spreadsheet attached below. Attach completed spreadsheet on the 'Response Attachments' of your response.

Supplier Notes:

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7	1	Lump Sum	"Project No. 18-01; Asphalt Paving and Resurfacing 2018 Part VII - West Saltillo Road (SW 12th Street to Highway 77)" -- Total Lump Sum of attached spreadsheet.	\$407,031.01
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Item Notes: Fill out the itemized Excel spreadsheet attached below. Attach completed spreadsheet on the 'Response Attachments' of your response.

Supplier Notes:

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8	1	Lump Sum	"Project No. 18-01; Asphalt Paving and Resurfacing 2018 Part VIII - West Sprague Road (SW 14th Street to Highway 77)" -- Total Lump Sum of attached spreadsheet.	\$421,597.48
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Item Notes: Fill out the itemized Excel spreadsheet attached below. Attach completed spreadsheet on the 'Response Attachments' of your response.

Supplier Notes:

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9	1	Lump Sum	"Project No. 18-01; Asphalt Paving and Resurfacing 2018 Part IX - West Sprague Road (SW 114th Street to SW 142nd Street)" -- Total Lump Sum of attached spreadsheet.	\$434,186.09
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Item Notes: Fill out the itemized Excel spreadsheet attached below. Attach completed spreadsheet on the 'Response Attachments' of your response.

Supplier Notes:

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10	1	Lump Sum	"Project No. 18-01; Asphalt Paving and Resurfacing 2018 Part X - South 54th Street Paving (Hickman Rd. to Roca Rd.)" -- Total Lump Sum of attached spreadsheet.	\$1,110,870.75
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Item Notes: Fill out the itemized Excel spreadsheet attached below. Attach completed spreadsheet on the 'Response Attachments' of your response.

Supplier Notes:

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Response Total:	\$4,571,818.89
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Contractor Name **Constructors Inc.**

Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
	<b>Project No. 18-01; Asphalt Paving and Resurfacing 2018</b>				
	<b>Part I - South 54th Street</b>				
	<b>(Roca Road to Saltillo Road)</b>				
1	Cold Milling, Class I Profile	42,203.00	Sq.Yds.	\$1.00	\$42,203.00
2	Asphaltic Concrete, Type "SPR"	7,640.72	Tons	\$58.00	\$443,161.76
3	Tack Coat	12,661.00	Gal.	\$1.65	\$20,890.65
4	Asphaltic Concrete, Type "SPR" for Patching	250.00	Tons	\$80.00	\$20,000.00
5	Rental of Skid Loader, Fully Operated	40.00	Hours	\$85.00	\$3,400.00
6	Rental of Dump Truck, Fully Operated	40.00	Hours	\$85.00	\$3,400.00
7	Rental of Skid Loader w/ Cold Mill Head, Fully Operated	40.00	Hours	\$100.00	\$4,000.00
8	Traffic Grabber Cones	2,831.00	Cone Days	\$0.55	\$1,557.05
9	Furnishing and Operating Pilot Vehicle	22.00	Days	\$500.00	\$11,000.00
10	Flagging	92.00	Days	\$400.00	\$36,800.00
11	c	120.00	Sign Days	\$6.50	\$780.00
12	Barricades, Type III	473.00	Barr Days	\$1.75	\$827.75
13	Construction Signs	817.00	Sign Days	\$0.80	\$653.60
14	5" Permanent Pavement Marking Paint	45,552.00	LF	\$0.12	\$5,466.24
15	Earth Shoulder Construction	316.52	Sta.	\$85.00	\$26,904.20
16	Seeding, Type A	8.72	Acres	\$700.00	\$6,104.00
17	Mulch	19.62	Tons	\$205.00	\$4,022.10
18	Crushed Rock Surface Course	102.05	Tons	\$45.00	\$4,592.25
19	Mobilization (Part I)	1.00	LumpSum	\$25,000.00	\$25,000.00
	Total Part I				\$660,762.60

Contractor Name **Constructors Inc.**

Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
	<b>Project No. 18-01; Asphalt Paving and Resurfacing 2018</b>				
	<b>Part II - West Fletcher Avenue</b>				
	<b>(NW 112th Street to NW 126th Street)</b>				
1	Cold Milling, Class I Profile	14,030.00	Sq.Yds.	\$1.00	\$14,030.00
2	Cold Milling, Class III - Transverse Cracks	454.00	Sq.Yds.	\$27.00	\$12,258.00
3	Asphaltic Concrete, Type "SPR"	2,512.80	Tons	\$58.00	\$145,742.40
4	Tack Coat	4,209.00	Gal.	\$1.65	\$6,944.85
5	Asphaltic Concrete, Type "SPR" for Patching	303.00	Tons	\$90.00	\$27,270.00
6	Rental of Skid Loader, Fully Operated	60.00	Hours	\$75.00	\$4,500.00
7	Rental of Dump Truck, Fully Operated	60.00	Hours	\$85.00	\$5,100.00
8	Rental of Cold Mill Head, Fully Operated (Patching)	60.00	Hours	\$100.00	\$6,000.00
9	Traffic Grabber Cones	478.00	Cone Days	\$0.55	\$262.90
10	Furnishing and Operating Pilot Vehicle	12.00	Days	\$500.00	\$6,000.00
11	Flagging	24.00	Days	\$400.00	\$9,600.00
12	Temporary Sign Day	48.00	Sign Days	\$6.50	\$312.00
13	Barricades, Type III	192.00	Barr Days	\$1.75	\$336.00
14	Construction Signs	288.00	Sign Days	\$0.80	\$230.40
15	5" Permanent Pavement Marking Paint	17,530.00	LF	\$0.12	\$2,103.60
16	Earth Shoulder Construction	105.22	Sta.	\$120.00	\$12,626.40
17	Seeding, Type A	2.90	Acres	\$540.00	\$1,566.00
18	Mulch	6.53	Tons	\$205.00	\$1,338.65
19	Crushed Rock Surface Course	46.36	Tons	\$45.00	\$2,086.20
20	Mobilization (Part II)	1.00	LumpSum	\$16,000.00	\$16,000.00
	Total Part II				\$274,307.40

Contractor Name **Constructors Inc.**

Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
	<b>Project No. 18-01; Asphalt Paving and Resurfacing 2018</b>				
	<b>Part III - Meadow View, within the subdivision</b>				
	<b>(SW 80th Street and West Van Dorn Street)</b>				
1	Cold Milling, Class III - Edge Milling	3,385.00	Sq.Yds.	\$2.10	\$7,108.50
2	Asphaltic Concrete, Type "SPR"	870.68	Tons	\$66.00	\$57,464.88
3	Tack Coat	1,596.00	Gal.	\$1.65	\$2,633.40
4	Asphaltic Concrete, Type "SPR" for Patching	800.00	Tons	\$92.00	\$73,600.00
5	Rental of Skid Loader, Fully Operated	80.00	Hours	\$85.00	\$6,800.00
6	Rental of Dump Truck, Fully Operated	80.00	Hours	\$85.00	\$6,800.00
7	Rental of Cold Mill Head, Fully Operated (Patching)	100.00	Hours	\$100.00	\$10,000.00
8	Traffic Grabber Cones	250.00	Cone Days	\$0.55	\$137.50
9	Flagging	48.00	Days	\$400.00	\$19,200.00
10	Temporary Sign Day	40.00	Sign Days	\$6.50	\$260.00
11	Barricades, Type III	46.00	Barr Days	\$1.75	\$80.50
12	Construction Signs	46.00	Sign Days	\$0.80	\$36.80
13	Earth Shoulder Construction	43.52	Sta.	\$160.00	\$6,963.20
14	Seeding, Type A	0.40	Acres	\$2,200.00	\$880.00
15	Mulch	0.90	Tons	\$2,200.00	\$1,980.00
16	Centerline Control Points	8.00	Each	\$625.00	\$5,000.00
17	Mobilization (Part III)	1.00	LumpSum	\$16,000.00	\$16,000.00
	Total Part III				\$214,944.78

Contractor Name **Constructors Inc.**

Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
	<b>Project No. 18-01; Asphalt Paving and Resurfacing 2018</b>				
	<b>Part IV - Old Cheney Road</b>				
	<b>(South 112th Street to South 148th Street)</b>				
1	Cold Milling, Class I Profile	34,883.00	Sq.Yds.	\$1.00	\$34,883.00
2	Asphaltic Concrete, Type "SPR"	6,149.63	Tons	\$58.00	\$356,678.54
3	Tack Coat	10,465.00	Gal.	\$1.65	\$17,267.25
4	Asphaltic Concrete, Type "SPR" for Patching	250.00	Tons	\$88.00	\$22,000.00
5	Rental of Skid Loader, Fully Operated	50.00	Hours	\$85.00	\$4,250.00
6	Rental of Dump Truck, Fully Operated	40.00	Hours	\$85.00	\$3,400.00
7	Rental of Skid Loader w/ Cold Mill Head, Fully Operated	75.00	Hours	\$100.00	\$7,500.00
8	Traffic Grabber Cones	1,356.00	Cone Days	\$0.55	\$745.80
9	Furnishing and Operating Pilot Vehicle	15.00	Days	\$500.00	\$7,500.00
10	Flagging	40.00	Days	\$400.00	\$16,000.00
11	Temporary Sign Day	80.00	Sign Days	\$6.50	\$520.00
12	Barricades, Type III	240.00	Barr Days	\$1.75	\$420.00
13	Construction Signs	384.00	Sign Days	\$0.80	\$307.20
14	5" Permanent Pavement Marking Paint	39,659.00	LF	\$0.12	\$4,759.08
15	Earth Shoulder Construction	261.62	Sta.	\$100.00	\$26,162.00
16	Seeding, Type A	7.21	Acres	\$540.00	\$3,893.40
17	Mulch	16.22	Tons	\$200.00	\$3,244.00
18	Crushed Rock Surface Course	69.07	Tons	\$40.00	\$2,762.80
19	Mobilization (Part IV)	1.00	LumpSum	\$15,000.00	\$15,000.00
	Total Part IV				\$527,293.07

Contractor Name **Constructors Inc.**

Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
	<b>Project No. 18-01; Asphalt Paving and Resurfacing 2018 Part V - West Old Cheney Road (SW 12th Street to Highway 77)</b>				
1	Cold Milling, Class I Profile	12,934.00	Sq.Yds.	\$1.00	\$12,934.00
2	Asphaltic Concrete, Type "SPR"	2,315.23	Tons	\$60.00	\$138,913.80
3	Tack Coat	3,800.00	Gal.	\$1.65	\$6,270.00
4	Asphaltic Concrete, Type "SPR" for Patching	100.00	Tons	\$90.00	\$9,000.00
5	Rental of Skid Loader, Fully Operated	30.00	Hours	\$85.00	\$2,550.00
6	Rental of Dump Truck, Fully Operated	30.00	Hours	\$85.00	\$2,550.00
7	Rental of Skid Loader w/ Cold Mill Head, Fully Operated	30.00	Hours	\$100.00	\$3,000.00
8	Traffic Grabber Cones	348.00	Cone Days	\$0.55	\$191.40
9	Furnishing and Operating Pilot Vehicle	9.00	Days	\$500.00	\$4,500.00
10	Flagging	27.00	Days	\$400.00	\$10,800.00
11	Temporary Sign Day	30.00	Sign Days	\$6.50	\$195.00
12	Barricades, Type III	190.00	Barr Days	\$1.65	\$313.50
13	Construction Signs	304.00	Sign Days	\$0.80	\$243.20
14	5" Permanent Pavement Marking Paint	13,930.00	LF	\$0.12	\$1,671.60
15	Earth Shoulder Construction	95.00	Sta.	\$105.00	\$9,975.00
16	Seeding, Type A	2.62	Acres	\$540.00	\$1,414.80
17	Mulch	5.89	Tons	\$200.00	\$1,178.00
18	Crushed Rock Surface Course	38.89	Tons	\$45.00	\$1,750.05
19	Mobilization (Part V)	1.00	LumpSum	\$16,000.00	\$16,000.00
	Total Part V				\$223,450.35

Contractor Name **Constructors Inc.**

Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
	<b>Project No. 18-01; Asphalt Paving and Resurfacing 2018 Part VI - The Preserve At Cross Creek Addition and 1st, 2nd and 4th Additions within the subdivision (South 68th Street &amp; Prairieflower Lane)</b>				
1	Cold Milling, Class III - Edge Milling	11,255.00	Sq.Yds.	\$1.85	\$20,821.75
2	Asphaltic Concrete, Type "SPR"	2,531.98	Tons	\$62.00	\$156,982.76
3	Tack Coat	5,306.00	Gal.	\$1.65	\$8,754.90
4	Asphaltic Concrete, Type "SPR" for Patching	300.00	Tons	\$86.00	\$25,800.00
5	Rental of Skid Loader, Fully Operated	60.00	Hours	\$85.00	\$5,100.00
6	Rental of Dump Truck, Fully Operated	40.00	Hours	\$85.00	\$3,400.00
7	Rental of Cold Mill Head, Fully Operated (Patching)	60.00	Hours	\$100.00	\$6,000.00
8	Traffic Grabber Cones	350.00	Cone Days	\$0.55	\$192.50
9	Flagging	33.00	Days	\$400.00	\$13,200.00
10	Temporary Sign Day	42.00	Sign Days	\$6.50	\$273.00
11	Barricades, Type III	42.00	Barr Days	\$1.75	\$73.50
12	Construction Signs	42.00	Sign Days	\$0.80	\$33.60
13	Earth Shoulder Construction	144.70	Sta.	\$95.00	\$13,746.50
14	Seeding, Type A	1.33	Acres	\$1,300.00	\$1,729.00
15	Mulch	2.99	Tons	\$215.00	\$642.85
16	Centerline Control Points	25.00	Each	\$625.00	\$15,625.00
17	Mobilization (Part VI)	1.00	LumpSum	\$25,000.00	\$25,000.00
	Total Part VI				\$297,375.36

Contractor Name **Constructors Inc.**

Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
	<b>Project No. 18-01; Asphalt Paving and Resurfacing 2018 Part VII - West Saltillo Road (SW 12th Street to Highway 77)</b>				
1	Cold Milling, Class I Profile	26,027.00	Sq.Yds.	\$1.00	\$26,027.00
2	Asphaltic Concrete, Type "SPR"	4,750.30	Tons	\$58.00	\$275,517.40
3	Tack Coat	7,808.00	Gal.	\$1.65	\$12,883.20
4	Asphaltic Concrete, Type "SPR" for Patching	150.00	Tons	\$92.00	\$13,800.00
5	Rental of Skid Loader, Fully Operated	30.00	Hours	\$85.00	\$2,550.00
6	Rental of Dump Truck, Fully Operated	30.00	Hours	\$85.00	\$2,550.00
7	Rental of Skid Loader w/ Cold Mill Head, Fully Operated	40.00	Hours	\$100.00	\$4,000.00
8	Traffic Grabber Cones	1,696.00	Cone Days	\$0.55	\$932.80
9	Furnishing and Operating Pilot Vehicle	16.00	Days	\$500.00	\$8,000.00
10	Flagging	32.00	Days	\$400.00	\$12,800.00
11	Temporary Sign Day	56.00	Sign Days	\$6.50	\$364.00
12	Barricades, Type III	370.00	Barr Days	\$1.75	\$647.50
13	Construction Signs	592.00	Sign Days	\$0.80	\$473.60
14	5" Permanent Pavement Marking Paint	30,933.00	LF	\$0.12	\$3,711.96
15	Earth Shoulder Construction	195.20	Sta.	\$100.00	\$19,520.00
16	Seeding, Type A	5.38	Acres	\$530.00	\$2,851.40
17	Mulch	12.10	Tons	\$200.00	\$2,420.00
18	Crushed Rock Surface Course	66.27	Tons	\$45.00	\$2,982.15
19	Mobilization (Part VII)	1.00	LumpSum	\$15,000.00	\$15,000.00
	Total Part VII				\$407,031.01

Contractor Name **Constructors Inc.**

Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
	<b>Project No. 18-01; Asphalt Paving and Resurfacing 2018 Part VIII - West Sprague Road (SW 14th Street to Highway 77)</b>				
1	Cold Milling, Class I Profile	26,841.00	Sq.Yds.	\$1.10	\$29,525.10
2	Asphaltic Concrete, Type "SPR"	4,653.21	Tons	\$61.00	\$283,845.81
3	Tack Coat	8,053.00	Gal.	\$1.65	\$13,287.45
4	Asphaltic Concrete, Type "SPR" for Patching	100.00	Tons	\$92.00	\$9,200.00
5	Rental of Skid Loader, Fully Operated	30.00	Hours	\$85.00	\$2,550.00
6	Rental of Dump Truck, Fully Operated	30.00	Hours	\$85.00	\$2,550.00
7	Rental of Skid Loader w/ Cold Mill Head, Fully Operated	30.00	Hours	\$100.00	\$3,000.00
8	Traffic Grabber Cones	1,497.00	Cone Days	\$0.55	\$823.35
9	Furnishing and Operating Pilot Vehicle	20.00	Days	\$500.00	\$10,000.00
10	Flagging	40.00	Days	\$400.00	\$16,000.00
11	Temporary Sign Day	54.00	Sign Days	\$6.50	\$351.00
12	Barricades, Type III	451.00	Barr Days	\$1.75	\$789.25
13	Construction Signs	697.00	Sign Days	\$0.80	\$557.60
14	5" Permanent Pavement Marking Paint	31,901.00	LF	\$0.12	\$3,828.12
15	Earth Shoulder Construction	210.06	Sta.	\$100.00	\$21,006.00
16	Seeding, Type A	5.79	Acres	\$540.00	\$3,126.60
17	Mulch	13.03	Tons	\$200.00	\$2,606.00
18	Crushed Rock Surface Course	63.78	Tons	\$40.00	\$2,551.20
19	Mobilization (Part VIII)	1.00	LumpSum	\$16,000.00	\$16,000.00
	Total Part VIII				\$421,597.48



Contractor Name Constructors Inc.

Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
	<b>Project No. 18-01; Asphalt Paving and Resurfacing 2018 Part IX - West Sprague Road (SW 114th Street to SW 142nd Street)</b>				
1	Cold Milling, Class I Profile	25,349.00	Sq.Yds.	\$1.20	\$30,418.80
2	Preparation of Intersection	500.00	Sq.Yds.	\$6.20	\$3,100.00
3	Water, Applied	1.00	M.Gal.	\$40.00	\$40.00
4	Asphaltic Concrete, Type "SPR"	4,555.98	Tons	\$63.00	\$287,026.74
5	Tack Coat	7,605.00	Gal.	\$1.65	\$12,548.25
6	Asphaltic Concrete, Type "SPR" for Patching	150.00	Tons	\$92.00	\$13,800.00
7	Rental of Skid Loader, Fully Operated	30.00	Hours	\$85.00	\$2,550.00
8	Rental of Dump Truck, Fully Operated	30.00	Hours	\$85.00	\$2,550.00
9	Rental of Skid Loader w/ Cold Mill Head, Fully Operated	30.00	Hours	\$100.00	\$3,000.00
10	Traffic Grabber Cones	2,266.00	Cone Days	\$0.55	\$1,246.30
11	Furnishing and Operating Pilot Vehicle	21.00	Days	\$500.00	\$10,500.00
12	Flagging	42.00	Days	\$400.00	\$16,800.00
13	Temporary Sign Day	66.00	Sign Days	\$6.50	\$429.00
14	Barricades, Type III	539.00	Barr Days	\$1.75	\$943.25
15	Construction Signs	833.00	Sign Days	\$0.80	\$666.40
16	5" Permanent Pavement Marking Paint	34,495.00	LF	\$0.12	\$4,139.40
17	Earth Shoulder Construction	207.40	Sta.	\$105.00	\$21,777.00
18	Seeding, Type A	5.72	Acres	\$540.00	\$3,088.80
19	Mulch	12.86	Tons	\$200.00	\$2,572.00
20	Crushed Rock Surface Course	88.67	Tons	\$45.00	\$3,990.15
21	Mobilization (Part IX)	1.00	LumpSum	\$13,000.00	\$13,000.00
	Total Part IX				\$434,186.09

Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
<b>Project No. 18-01; Asphalt Paving and Resurfacing 2018</b>					
<b>Part X - South 54th Street Paving</b>					
<b>(Hickman Rd. to Roca Rd.)</b>					
<b>Group 1 - Grading</b>					
1	Earthwork Measured In Embankment	613.00	Cu.Yds.	\$20.00	\$12,260.00
2	Subgrade Preparation	115.85	Station	\$330.00	\$38,230.50
3	Preparation of Intersections and Driveways	502.30	Sq. Yds.	\$4.60	\$2,310.58
4	Earth Shoulder Construction	233.00	Station	\$230.00	\$53,590.00
5	Crushed Rock Surface Course	66.20	Ton	\$45.00	\$2,979.00
6	Rental Of Motor Grader, Fully Operated	50.00	Hour	\$100.00	\$5,000.00
7	Rental Of Front End Loader, Fully Operated	50.00	Hour	\$100.00	\$5,000.00
8	Rental Of Skid Loader, Fully Operated	50.00	Hour	\$85.00	\$4,250.00
9	Rental of Dump Truck, Fully Operated	50.00	Hour	\$85.00	\$4,250.00
<b>Total Group 1 =</b>					\$127,870.08
<b>Group 4 - Culverts</b>					
10	Remove Headwall	1.00	Each	\$1,000.00	\$1,000.00
11	Excavation For Pipe, Pipe-Arch Culverts And Headwalls	166.10	Cu.Yds.	\$23.00	\$3,820.30
12	36" Elliptical Flared End Section	4.00	Each	\$2,000.00	\$8,000.00
13	36" Elliptical Reinforced Concrete Pipe, Type III	128.00	Lin. Ft.	\$150.00	\$19,200.00
<b>Total Group 4 =</b>					\$32,020.30
<b>Group 5 - Landscaping</b>					
14	Cover Crop Seeding	8.00	Acre	\$200.00	\$1,600.00
15	Seeding, Type "B"	8.00	Acre	\$700.00	\$5,600.00
16	Erosion Control, Class 2C	93.30	Sq. Yds.	\$15.00	\$1,399.50
17	Erosion Control, Transition Mat	56.89	Sq. Yds.	\$150.00	\$8,533.50
18	Mulch	16.00	Ton	\$230.00	\$3,680.00
19	Temporary Erosion Check, Type "Wattle"	554.00	Lin. Ft.	\$4.50	\$2,493.00
20	Fabric Silt Fence, High Porosity	1,012.00	Lin. Ft.	\$5.00	\$5,060.00
<b>Total Group 5 =</b>					\$28,366.00
<b>Group 9 - Bituminous</b>					
21	Remove Existing Pavement	95.00	Sq.Yds.	\$20.00	\$1,900.00
22	Water	2.50	M.Gal	\$40.00	\$100.00
23	Saw Cut Pavement	60.00	Lin. Ft.	\$6.50	\$390.00
24	Asphaltic Concrete, Type SPR	14,460.00	Ton	\$60.00	\$867,600.00
25	Tack Coat	9,833.00	Gal.	\$1.65	\$16,224.45
<b>Total Group 9 =</b>					\$886,214.45
<b>Group 10 - General</b>					
26	Barricades, Type III	600.00	BarrDay	\$1.75	\$1,050.00
27	Construction Signs	2,175.00	SignDay	\$0.80	\$1,740.00
28	5" White Permanent Pavement Marking Paint	23,301.00	Lin. Ft.	\$0.12	\$2,796.12
29	5" Yellow Perm. Pavement Marking Paint (Dashed Centerline)	11,585.00	Lin. Ft.	\$0.12	\$1,390.20
30	5" Yellow Perm. Pavement Marking Paint (No Passing Zones)	4,780.00	Lin. Ft.	\$0.12	\$573.60
31	Reconstruct Manhole	1.00	Each	\$1,300.00	\$1,300.00
32	Adjust Water Valve to Grade	1.00	Each	\$550.00	\$550.00
33	Mobilization (Part X)	1.00	Lump Sum	\$27,000.00	\$27,000.00
<b>Total Group 10 =</b>					\$36,399.92
<b>Total All Groups =</b>					\$1,110,870.75

PROJECT SCHEDULE  
FOR  
LANCASTER COUNTY, NEBRASKA

PROJECT NO. 18-01

ASPHALT PAVING AND RESURFACING 2018

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.

	ESTIMATED BEGIN DATE	ESTIMATED COMPLETION DATE
1. <u>Part II-West Fletcher Ave</u>	<u>June 4, 2018</u>	<u>June 18, 2018</u>
2. <u>Part III- Meadow View</u>	<u>June 11, 2018</u>	<u>June 25, 2018</u>
3. <u>Part V - West Old Cheney Rd</u>	<u>June 18, 2018</u>	<u>July 9, 2018</u>
4. <u>Part IV-Old Cheney Rd</u>	<u>July 2, 2018</u>	<u>July 23, 2018</u>
5. <u>Part VII- West Saltillo Rd</u>	<u>July 16, 2018</u>	<u>Aug 6, 2018</u>
6. <u>Part VIII- West Sprague Road</u>	<u>July 30, 2018</u>	<u>Aug 20, 2018</u>
7. <u>Part IX-West Sprague Road</u>	<u>Aug 13, 2018</u>	<u>Sep 3, 2018</u>
8. <u>Part I -South 54th</u>	<u>July 16, 2018</u>	<u>August 10, 2018</u>
9. <u>Part VI The Preserve</u>	<u>Sep 10, 2018</u>	<u>Oct. 5, 2018</u>
10. <u>Part X- South 54th</u>	<u>Aug. 6, 2018</u>	<u>Sept. 7, to18</u>

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

GENERAL INFORMATION

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

Section 101, Article 101.0317

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

Section 101, Article 101.0321

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

Section 101, Article 101.0328

Department. Shall mean the Lancaster County Engineering Department.

Section 101, Article 101.0335

Engineer. Shall mean the Lancaster County Engineer.

Section 101, Article 101.0349

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

Section 101, Article 101.0383

State. Shall mean Lancaster County, Nebraska.

Section 102, Article 102.01

This section of the Standard Specification is null and void.

Section 102, Article 102.02

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

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

Section 102, Article 102.05

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

Section 102, Article 102.06

This section of the Standard Specification is null and void.

Section 102, Article 102.08

This section of the Standard Specification is null and void.

Section 102, Article 102.10 Paragraphs 1 and 2

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

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

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

These sections of the Standard Specifications are null and void.

Section 102, Article 102.12 Paragraph 2(a)

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

Section 102, Article 102.12

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

Section 102, Article 102.15

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

Section 103, Article 103.01

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

Section 103, Article 103.04

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

Section 103, Article 103.05

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

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

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

Section 103, Article 103.06 Paragraph 2(b)

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

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

Section 105, Article 105.02 Paragraph 7

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

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

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

Section 107, Article 107.13

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

DELIVERY (Construction)

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

CONTRACT TIME PERIOD

The bidder proposes to furnish all necessary equipment, tools, machinery, apparatus, and other means of construction; to do all work and to furnish all materials and labor necessary to complete the work in accordance with the Plans, Specifications, and Special Provisions now on file in the office of the Lancaster County Engineer; to commence said work on May 1, 2018, and to complete all work on or before November 1, 2018. This project will be considered a 185 Calendar day project.

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

PROPOSAL EVALUATION

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

BID BOND

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

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

SALE TAX EXEMPT STATUS

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

RETAINED EARNINGS

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

PLANS AND SPECIFICATION

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

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

TRAFFIC CONTROL

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

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

PROVISIONS FOR TRAFFIC

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

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

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

#### SHOULDER CONSTRUCTION

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

#### ASPHALT PAVEMENT SMOOTHNESS TESTING

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

#### INSURANCE

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

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

#### INDEPENDENT CONTRACTOR

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

#### SEVERABILITY

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

#### RETAINED EARNINGS

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

#### PROSECUTION OF WORK

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

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

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

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

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

#### PAVING AND RESURFACING INTERSECTIONS

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

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

#### CORRELATION TESTING

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

#### PROSECUTION OF WORK

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

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

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

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

#### TEMPORARY PAVEMENT MARKINGS

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

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

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

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

#### 5" PERMANENT PAVEMENT MARKING PAINT

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

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



REMOVAL OF EXISTING HEADWALL(S)

Contract items for headwall removals shall include the removal of the headwall and all appurtenances such as wings and aprons and shall be paid for by the each. 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.

EXCAVATION (ESTABLISHED QUANTITY)

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

"Excavation (Established Quantity)" is the plan quantity in cubic yards. Payment shall be made at the contract unit price by the cubic yard as shown in the plan quantities.

Section 205, Article 205.01 shall be amended as follows:

The County **does not** apply a balance factor to the shown embankment quantity if embankments are to be constructed from this excavation.

An estimated quantity of net waste on the project may be shown on the plans for information purposes only. In the event this quantity is shown on the plans it **will** include a balance factor.

EXCAVATION FOR PIPE, PIPE-ARCH CULVERTS, AND HEADWALLS

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

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

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

EARTHWORK MEASURED IN EMBANKMENT

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

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

EXCAVATION 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.

For part X, from station 13+00 to station 18+50 the gravel surfaced roadway will be scarified to a depth of 6" prior to the placement of embankment. This embankment shall be incorporated into the scarified roadway and compacted to meet class III specifications.

**BACKFILL FOR STRUCTURES**

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

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

**FERTILIZING FOR TYPE "A" SEEDING**

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

Rate of application of commercial inorganic fertilizer shall be:

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

**SEEDING TYPE "A"**

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

The following seed mixture will be used:

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

\* Indicates seed varieties furnished will be all locally adapted

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

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

SEEDING, TYPE "B"

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

Sections 803.04 and 803.05 will be amended to provide payment in square yards rather than by the acre.

Section 803, Article 803.3, Paragraph 6, shall be amended as follows:

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

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

The following seed mixture shall be used for type(s) "B" seeding work on Part X South 54<sup>th</sup> Street from Hickman Road to Roca Road:

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, Nebraska-54, Holt	75	2
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
Illinois bundleflower – inoculated or Patridge Pea – inoculated	90	0.2 or 0.2
Black-eyed Susan (Rudbeckia hirta)	85	0.4
Blue flax (Linum lewisii)	85	1
Rocky Mountain bee plant (Cleome serrulata)	85	0.3
Grayhead prairie coneflower (Ratibida pinnata)	85	0.25
Oats/Wheat (wheat in the fall)	90	10

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.

FERTILIZING FOR TYPE "B" SEEDING

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

Rate of application of commercial inorganic fertilizer shall be:

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

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

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

Nitrogen (Total Available)	0 lbs.
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REVEGETATION PLAN FOR PROJECT SITES IN THIS CONTRACT

All areas within the right-of-way or easements disturbed by construction will be fertilized, seeded, and protected by mulching and crimping as indicated in the Plans.

PAYMENT OF SEEDING/FERTILIZER

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

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

INSTALLATION OF TEMPORARY AND PERMANENT EROSION/SEDIMENTATION CONTROL MEASURES

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

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

The permanent erosion/sedimentation control measures will consist of Seeding, Type "A", Seeding, Type "B", transition matting, mulching and crimping, Erosion Control, Class 2-C, and Erosion Checks, Type "Wattle", and silt fence. This work will be done as soon as practical after completion of the final grading work.

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.

**Table D  
 Rolled Erosion Control Product Physical Properties Specification Chart**

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

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

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

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

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

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

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

*Section 805.03 Paragraph 2* will be amended as follows:

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

*Section 805.03 Paragraph 3* will be amended as follows:

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

*Section 805.03 Paragraph 5* will be amended as follows:

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

Class 2 – Class "C" Turf Reinforcement Mat shall be installed in accordance with the manufactures recommendations. The mat material must be selected from the "State of Nebraska Department of Roads Erosion and Sediment Control Approved Products List" and will be paid for as "Erosion Control, Class 2-C" by the square yard.

The seed and fertilizer will be installed per manufactures recommendations and in accordance with Sections 803 and 804 of the Standard Specifications. In the event of a conflict with the Standard Specifications, the manufactures recommendations shall control and take precedence.

CENTERLINE CONTROL POINTS

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

Cold Milling – Class I

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

- 1) South 54<sup>th</sup> Street from Roca Road north 3.0 miles to Saltillo Road.  
Cold mill entire length to be resurfaced and provide for inlays at each end of the project.
- 2) West Fletcher Avenue from NW 112<sup>th</sup> Street west 1.0 mile to NW 126<sup>th</sup> Street.  
Cold mill entire length to be resurfaced and provide for inlays at each end of the project. Cold milling (Class III) of the transverse cracks is to be performed prior to doing the Class I milling.
- 3) Meadow View, within the subdivision at West Van Dorn Street and SW 80<sup>th</sup> Street (2,176 lineal feet of road).  
Subdivision to be edge milled (Class III). See Class III milling in the Special Provisions.
- 4) Old Cheney Road from South 112<sup>th</sup> Street east 2.5 miles to South 148<sup>th</sup> Street.  
Cold mill entire length to be resurfaced and provide for inlays at each end of the project.
- 5) West Old Cheney Road from SW 12<sup>th</sup> Street east 1.0 mile to Highway 77.  
Cold mill entire length to be resurfaced and provide for inlays at each end of the project.
- 6) The Preserve At Cross Creek Addition, and 1<sup>st</sup>, 2<sup>nd</sup> and 4<sup>th</sup> Additions within the Subdivision at South 68<sup>th</sup> Street and Prairieflower Lane (7,235 lineal feet of road). Subdivision to be edged milled (Class III). See Class III milling in the Special Provisions.
- 7) West Saltillo Road from SW 12<sup>th</sup> Street east 2.0 miles to Highway 77.  
Cold mill entire length to be resurfaced and provide for inlays at each end of the project.
- 8) West Sprague Road from SW 14<sup>th</sup> Street east 2.0 miles to Highway 77.  
Cold mill entire length to be resurfaced and provide for inlays at each end of the project.
- 9) West Sprague Road from SW 114<sup>th</sup> Street west 2.0 miles to SW 142<sup>nd</sup> Street.  
Cold mill entire length to be resurfaced and provide for inlays at each end of the project.

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

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

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

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

COLD MILLING CLASS III

Cold milling Class III is to be used on the West Fletcher Ave. resurfacing project, in the subdivision of Meadow View and the Preserve at Cross Creek Subdivision resurfacing projects. On West Fletcher Ave., the Cold Milling Class III shall consist of placing the mill head over a transverse crack and milling to a depth of 3". In Meadow View Subdivision and the Preserve At Cross Creek Subdivision, Class III Cold Milling shall consist of milling the outside edge of the pavement a depth of 2", and having the milling taper to a 0" depth toward centerline.

TRAFFIC GRABBER CONES

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

Reflectorized traffic grabber cones shall be installed at the time of placement of the bottom layer of asphaltic concrete. These traffic grabber cones shall be placed at 300' intervals on both sides of the roadway either opposite each other or at staggered one-half (1/2) intervals on both sides. Traffic grabber cones shall also be placed within the arc forming the turning radius for an intersecting road to mark the drop-off that would be encountered by a turning vehicle. The traffic grabber cones shall be firmly installed so that the edge of the traffic grabber cones are 12 inches or less from the edge of the pavement.

PAVEMENT SMOOTHNESS TESTING

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

REPAIR OF TRANSVERSE CRACKS USING CLASS III COLD MILLING

There are multiple transverse cracks that need repair due to the width of the crack. The method of repair is as follows:

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

PAVING EXISTING GRAVEL SURFACED INTERSECTION RETURNS

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

**SUPERPAVE ASPHALTIC CONCRETE**

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

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

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

**1028.01 – Description**

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



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

3. Quality Control Program:

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

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

4. Contractor's Lab Equipment:

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

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

c. QC Testing Plan:

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

d. Corrective Action Requirements:

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

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

**1028.02 – Material Characteristics**

1. The type of PG Binder will be 64-34 for SPR Asphaltic Concrete. No direct payment will be made for PG Binder. Binder cost will be subsidiary to 8" A.C., Type SPR.
2. Recycled Asphalt Pavement:
  - a. The Contractor may submit to the State a proposal to supplement the virgin aggregates of the asphaltic concrete mix with a Contractor's specified percentage of Recycled Asphalt Pavement (RAP). The Contractor is responsible for investigating and maintaining the quality and verifying the quantity of the RAP material.
  - b. In recycled asphaltic concrete mixtures, the allowable percent of RAP will be as shown in Table 1028.01.

**Table 1028.01**

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

3. Aggregates:

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

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

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

\* Denotes two faced crushed requirements

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

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

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

Asphaltic Concrete Type	FAA (minimum)
SPS	----
SPR	43.0
SPH	45.0

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

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

Asphaltic Concrete Type	Percent, Maximum
SPS	25
SPR	10
SPH	10

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

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

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

Asphaltic Concrete Type	Sand Equivalent, Minimum
SPS	30
SPR	45
SPH	45

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

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

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

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

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

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

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

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

**1028.03 – Acceptance Requirements**

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

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

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

**Table 1028.11  
Gyratory Compaction Temperatures**

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



**Table 1028.12  
 Minimum Binder Content**

Mix Type (Metric)	Minimum Binder Content, Percent
SPS	4.8
SPR	5.0
¾ inch (9.5 mm)	5.5
½ inch (12.5 mm)	5.1
¾ inch (19 mm)	5.0

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

**Table 1028.13**

Aggregate Adjustments	
Sieve Size	Adjustments
1 inch (25 mm), ¾ inch (19 mm), ½ inch (12.5 mm), ¾ inch (9.5 mm), No. 4 (4.75 mm)	± 6%
No. 8 (2.36 mm), No. 16 (1.18 mm), No. 30 (600 µm), No. 50 (300 µm)	± 5%
No. 200 (75 µm)	± 2%

5. Sampling and Testing:

- a. The Contractor shall take samples at frequencies identified by the Engineer, according to the Department statistically based procedure. The samples shall be approximately 75 Lbs. (34 kg) and split according to AASHTO T 248 to create a companion sample. This sample splitting can be either at: 1) the sampling location, with the Department taking custody of their sample at that time or 2) after being transported to the test facility in an insulated container, with the Department taking custody of their sample at that time as determined by the Engineer. The details of sampling, location, splitting etc. shall be determined at the pre-construction conference.
- b. All samples transported to the test facility and companion samples within the Lot shall be identified by attaching or faxing the lab calculation sheet from the latest version of the superpave software, stored, and retained by the Contractor until the Department has completed the verification testing process. Transporting of all samples will be under the observation of the Department.
- c.
  - (1) The sample shall be taken from the roadway, behind the paver before compaction or from the windrow.
  - (2) At least one QC sample shall be tested for every 1,000 tons of plant produced mix.
    - (i) If, at the completion of the project, the final lot consists of less than 4,000 tons of asphaltic concrete, 1 sample for each 1,000 tons or fraction thereof shall be taken and tested.
  - (3) Additional sampling and testing for the Contractor's information and quality control may be performed at the Contractor's discretion. Any additional testing will not be used in pay factor determination.
  - (4)
    - (i) When cold feed samples are being taken, the acquisition shall be timed such that the material in the sample represents, as close as possible, the same material in the sample taken behind the paver. If cold feeds are sampled and tested by Contractor, a split of that sample must be submitted with the hot mix subplot sample. The Contractor will be notified what subplot (a minimum of 1 subplot per lot) sample must be tested for FAA and CAA from the blended cold feed material according to the Department random sampling schedule. All other FAA and CAA subplot samples may be taken from the randomly selected portion of the blended cold feed material or obtained from the random samples taken behind the paver. Samples shall be taken under the observation of Department and split according to AASHTO T 248, with the Department taking custody of their sample at that time.
    - (ii) For projects using RAP material the FAA shall be established as follows: A RAP sample will be processed through an ignition oven and then combined with the proportioned amount of virgin aggregate defined by the mix design and then proceeding with FAA and CAA testing.
- d. The sample shall be compacted immediately while still hot (additional heating may be required to raise the temperature of the sample to compaction temperature).
- e. Each production sample shall be tested as follows:
  - (1) Bulk Specific Gravity (Gmb) shall be determined for each specimen in accordance with AASHTO T 166 Bulk Specific Gravity of Compacted Bituminous Mixtures Using Saturated Surface Dry Specimens. One specimen shall be compacted for each production sample.
  - (2) One Theoretical Maximum Specific Gravity (Gmm) test for each production sample of un-compacted mixture shall be determined in accordance with AASTHO T 209 Procedure 9.5.1. Weight in Water - Maximum Specific Gravity of Bituminous Paving Mixtures.
  - (3)
    - (i) The Blended Aggregate Bulk Specific Gravity (Gsb) shall be 2.585 for information only for all mixes.
    - (ii) FAA - AASHTO T 304 Method A. The pour time of the test sample into the funnel shall be completed in 5±1 seconds.
    - (iii) CAA - ASTM 5821. For SPR mixes, CAA testing and results are only required on the cold feed verification test for the lot.

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

**Table 1 028.14**

$\text{Gmb}(\text{corr})@N_{any} = \text{Gmb}(\text{meas})@N_{max} \times (\text{height}@N_{max} \div \text{height}@N_{any})$ $\%Gmm(\text{corr})@N_{any} = 100 \times (\text{Gmb}(\text{corr})@N_{any} \div \text{Gmm}(\text{meas}))$ $\% \text{ Air Voids}@N_{any} = 100 - \%Gmm(\text{corr})@N_{any}$ $\text{VMA}@N_{des} = 100 - (\text{Gmb}(\text{corr})@N_{des} \times \text{Ps} \div \text{Gsb})$ $\text{VFA}@N_{des} = 100 \times ((\text{VMA}@N_{des} - \% \text{ Air Voids}@N_{des}) \div \text{VMA}@N_{des})$ $\text{Measured} = (\text{meas})$ $\text{Corrected} = (\text{corr})$
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- (5) (i) The percent of PG Binder shall be determined for each QC test. The percent of PG Binder will be computed by ignition oven results.
- (ii) The gradations shall be determined for each QC test using AASHTO T 30.
- (6) Except as noted in this Subsection, all sampling and testing shall be done as prescribed in the Department Materials Sampling Guide and Standard Method of Tests.
- f. Testing Documentation:
- (1) All test results and calculations shall be recorded and documented on data sheets using the latest version of Department provided "Superpave" software. A copy containing complete project documentation will be provided to the Department at the completion of asphalt production.
- g. Superpave Software:
- (1) QC charts from the software shall be made available for review by the Engineer at any time.
- (2) As a minimum, the following values shall be reported on Department provided software:
- (i) Laboratory Gyratory density.
- (ii) Ignition oven or cold feed aggregate gradations for all Superpave sieves will be reported.
- (iii) PG Binder content shall be plotted to the nearest 0.01% by ignition oven results in accordance with AASHTO T 308.
- (iv) The theoretical maximum specific gravity (Rice) to the nearest 0.001% will be reported.
- (v) Laboratory Gyratory air voids at Ndes shall be plotted to nearest 0.1%. Laboratory Gyratory air voids, at Nini, Ndes and Nmax shall be reported to nearest 0.1%.
- (vi) FAA and CAA of the asphaltic concrete for both cold feed and ignition oven samples will be reported to the nearest 0.1% for FAA and 1% for CAA. A minimum of one subplot FAA and CAA cold feed sample per lot will be tested and recorded on Department provided software.
- (vii) VMA content shall be plotted to nearest 0.1% and VFA shall be reported to the nearest 0.1%.
- (viii) Dust to Binder ratio to the nearest 0.01% will be reported.

6. Verification Sampling and Testing:

- a. The Department will select and test at random one of the subplot samples (1,000 tons) within a Lot (4000 tons) for verification and report results.
- b. The results of Contractor QC testing will be verified by the Department's verification tests. Any samples outside of the tolerances in Table 1028.15 and 1028.16 will result in an Independent Assurance (IA) review of testing and may result in the Department test results being applied.
  - (1) On any given Lot, if the results of Air Void verification testing and its companion QC testing are within 1.0% air voids, the Air Void verification for the entire Lot is complete and the Contractor test results will be used to determine the pay factors. If the Air Void verification test results and the companion QC test results are outside the above tolerance, the results from the verification test will be used to determine the pay factor for that subplot. Any or all of the remaining four Department subplot samples may be tested and the Department subplot test results may be applied to the respective sublots and the resulting pay factors will apply.
  - (2) On any given Lot, if the results of the FAA verification testing and its companion QC testing are within 0.5 percent, the FAA verification for the entire Lot is complete and the Contractor test results will be used to determine the pay factor. If the FAA verification test results and the companion QC test results are outside the above tolerance, the results from the verification test will be used to determine the pay factor for that subplot. Any or all of the remaining four Department subplot samples may be tested and the Department subplot test results may be applied to the respective sublots and the resulting pay factors will apply.
- c. When verification test are within testing tolerance but results show a consistent pattern of deviation from the QC results, the Engineer may cease production and/or request additional verification testing or initiate a complete IA review.

**Table 1028.15  
 Asphaltic Concrete Testing Tolerances**

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

**Table 1028.16  
 Blended Aggregate Gradation  
 Testing Tolerances**

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

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

7. Production Tolerances, Acceptance, and Pay Factors

**Table 1028.17  
 Production Tolerances\***

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

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

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

**Table 1028.18  
 FAA Penalty Scale**

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

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

- e. For each subplot of Asphaltic Concrete Type SPR and SPH, the asphaltic concrete unit price is a product of all applicable pay factors for the item "Asphaltic Concrete, Type SPR. Included in a subplot, following approval of the control strips, may be any roadway Asphaltic Concrete Type SPR or SPH which is produced, sampled and tested and approved by the Engineer for use as Patching, State Maintenance Patching, and Asphalt for Intersections and Driveways on project shall be eligible for inclusion in subplot(s) tonnage pay factor determination using the roadway Asphaltic Concrete Type SPR unit price. When a control strip is not constructed, the pay factor for the running average of four air voids shall be fixed at 1.0 for the first three asphaltic concrete sublots.
  - (1) When there is a production tolerance pay factor penalty as stated in Paragraph 7.b. Subsection 1028.03 this penalty percentage will be entered in the Superpave Asphalt Pay Factor Summary under production specifications for each subplot affected. These individual pay factors will then be multiplied by each other to determine a total pay factor for each subplot [(1,000 tons).
  
- f. The pay factors for the single test air voids and moving average of four air voids pay factors will be determined in accordance with Table 1028.19.

**Table 1028.19**  
**Acceptance Schedule**  
**Air Voids - N<sub>des</sub>**

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

8. Asphalt Concrete Density Samples:

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

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

Where:

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

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

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

- c. The Contractor shall cut cores the first day of work following placement of the mixture. The core samples shall be a minimum of a 3 inch (75 mm) diameter.
  
- d. Normally, 1 sample for determination of density will be taken from each subplot (1,000 tons) at locations determined by the Engineer.
  
- e. The average density of the lot shall be used to compute the pay factor for density. Exceptions to the sampling and testing of core samples for the determination of density are as follows:
  - (1) When the nominal layer thickness is 1 inch (25 mm) or less, the sampling and testing of density for this layer will be waived.
  - (2) When the average thickness of the 5 cores for a lot is 1 inch (25 mm) or less, the testing of density samples for this lot will be waived.
  - (3) When the nominal layer thickness and the average of the original 5 cores for a lot are both more than 1 inch (25 mm), but some of the cores are less than 1 inch (25 mm) thick, additional cores shall be cut at randomly selected locations to provide 5 samples of more than 1 inch (25 mm) thickness for the determination of the pay factor for density.

- f. (1) If, at the completion of the project, the final lot consists of less than 4,000 tons) of asphaltic concrete, a minimum of 3 samples, or 1 sample for each (1,000 tons) or fraction thereof, whichever is greater, shall be taken and tested for density.
- (2) The test results shall be averaged and the density pay factor based on the values shown in Table 1028.20.
- (3) Should the average of less than 5 density tests indicate a pay factor less than 1.00, additional density samples to complete the set of five shall be taken at randomly selected locations and the density pay factor based on the average of the 5 tests.

**Table 1028.20**

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

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

**CONSTRUCTION SITE CONTROL**

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



### BARRICADES

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

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

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

### CONSTRUCTION SIGNS

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

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

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

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

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

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

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

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

### 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.

ADJUSTING WATER VALVE TO GRADE

The adjustment of existing water valve boxes and water stop boxes shall include furnishing all labor, equipment, tools and incidentals necessary to complete the Work of adjusting the water valve box or water stop box to the profile elevation set on the plans.

Water valve and stop boxes adjusted to grade in accordance with these Standard Specifications and accepted by the City's Project Manager shall be counted and paid for at the contract unit price bid per each for "Adjust water valve to Grade". Such payment shall be full compensation for all equipment, tools, labor, and incidentals necessary to complete the Work. Valve boxes broken by the Contractor's operations shall be replaced at the Contractor's expense.

**TYPES OF ASPHALTIC OIL TO BE USED**

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

**GRADE OF ASPHALT CEMENT TO BE USED**

AASHTO DESIGNATION MP1

**AC MIX TO BE USED**

NDOR "SPR" MIX

**ASPHALTIC CEMENT BINDER**

64-34

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

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

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

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

The inspector will follow the following inspection procedures:

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

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

**Nebraska Weed Free Forage Certification Standards List**

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

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

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

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

NGCS/ LCWCA-15  
Pit inspection history

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

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

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

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

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

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

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

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

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

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

Level of certification: (check one)

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

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

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

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

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

**REQUIREMENTS**

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

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

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

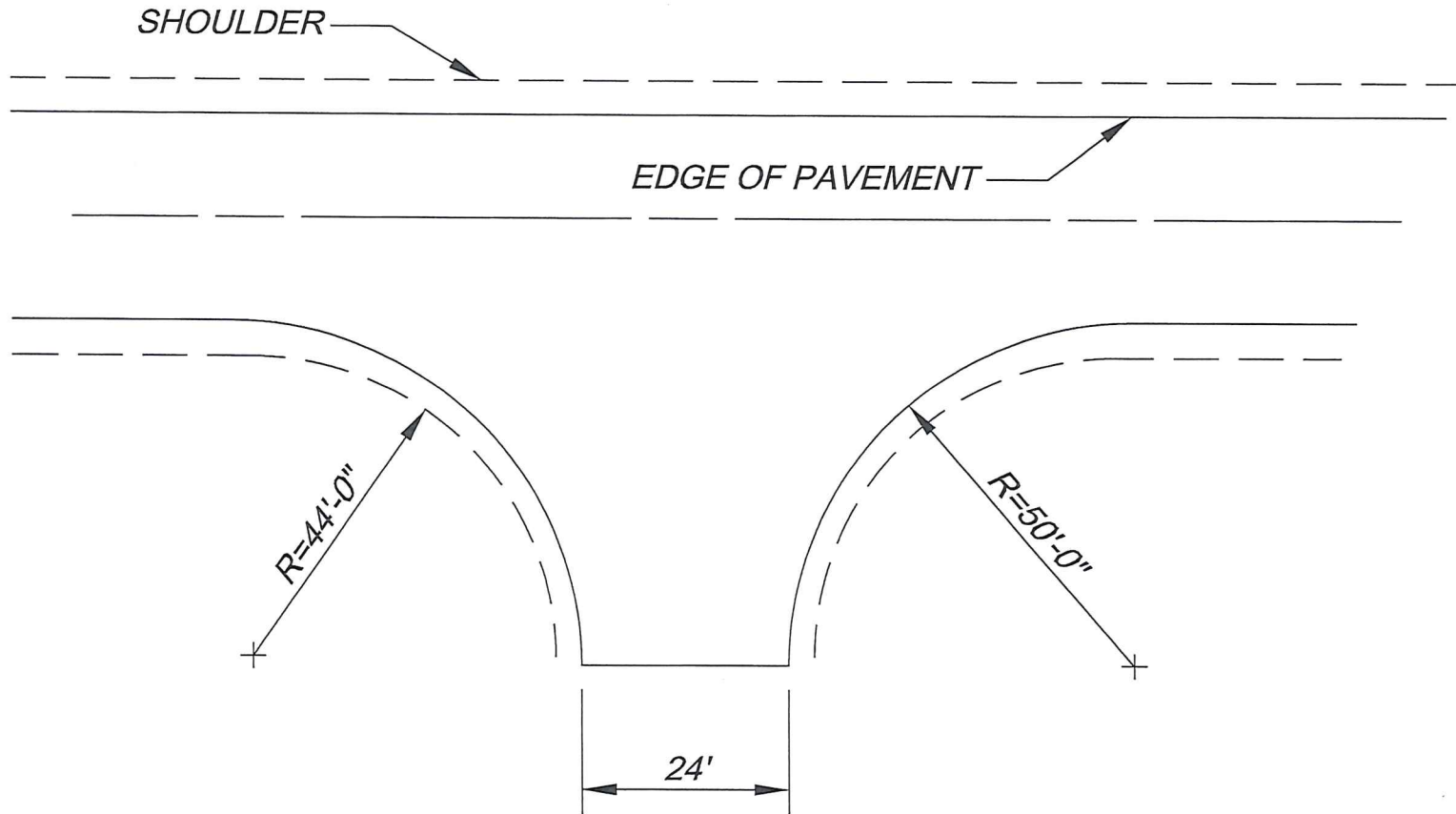
Certified by: \_\_\_\_\_ Title \_\_\_\_\_

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

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

**\*\*\* BARRICADE AND DETOUR PLANS FOLLOW - SIXTEEN (16) REQUIRED \*\*\***

# INTERSECTION RETURN DETAIL



## 8" PAVEMENT TO BE PLACED AS FOLLOWS:

BOTTOM LIFT = 4" THICK

MIDDLE LIFT = 2" THICK

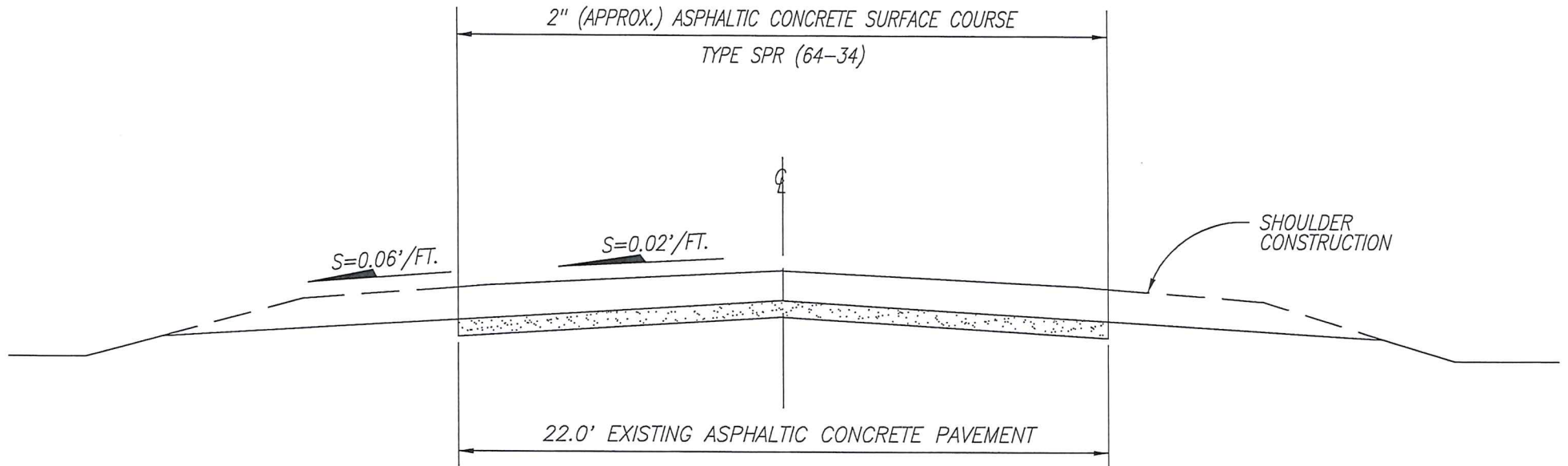
TOP LIFT = 2" THICK

# LANCASTER COUNTY

NEBRASKA

PROJECT NO. 18-01

## TYPICAL CROSS SECTION OF IMPROVEMENT FOR RESURFACING



**PART III - MEADOW VIEW SUBDIVISION (FIRST ADDITION)**  
**PART VI - THE PRESERVE AT CROSS CREEK SUBDIVISION**  
**(FIRST, SECOND, & FOURTH ADDITIONS)**

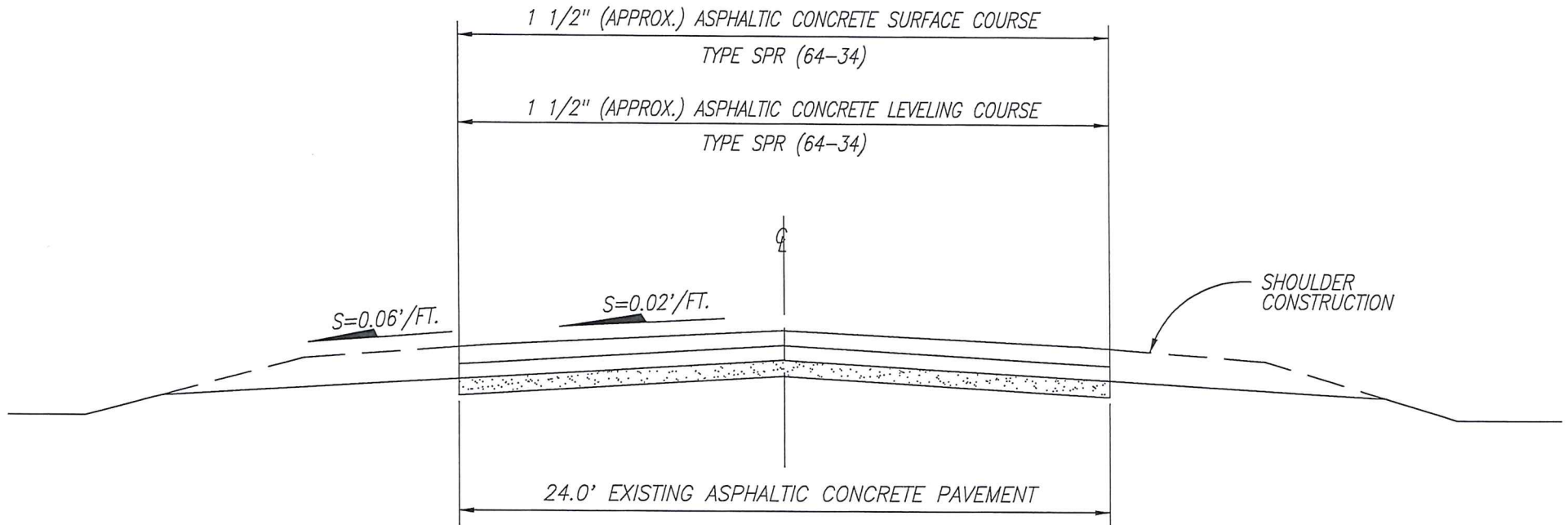
TACK COAT TO BE APPLIED PRIOR TO CONSTRUCTING THE SURFACE COURSE



# LANCASTER COUNTY NEBRASKA

PROJECT NO. 18-01

## TYPICAL CROSS SECTION OF IMPROVMENT FOR RESURFACING



- PART I - S. 54TH ST. (ROCA RD. NORTH 3.0 MILES TO SALTILLO RD.)**
- PART II - W. FLETCHER AVE. (N.W. 112TH ST. WEST 1.0 MILE TO N.W. 126TH ST.)**
- PART IV - OLD CHENEY RD. (S. 112TH ST. EAST 2.5 MILES TO S. 148TH ST.)**
- PART V - W. OLD CHENEY RD. (S.W. 12TH ST. EAST 1.0 MILE TO HWY.77)**
- PART VII - SALTILLO RD. (S.W. 12TH ST. EAST 2.0 MILES TO HWY 77)**
- PART VIII - W. SPRAGUE RD. (S.W. 14TH ST. EAST 2.0 MILES TO HWY 77)**

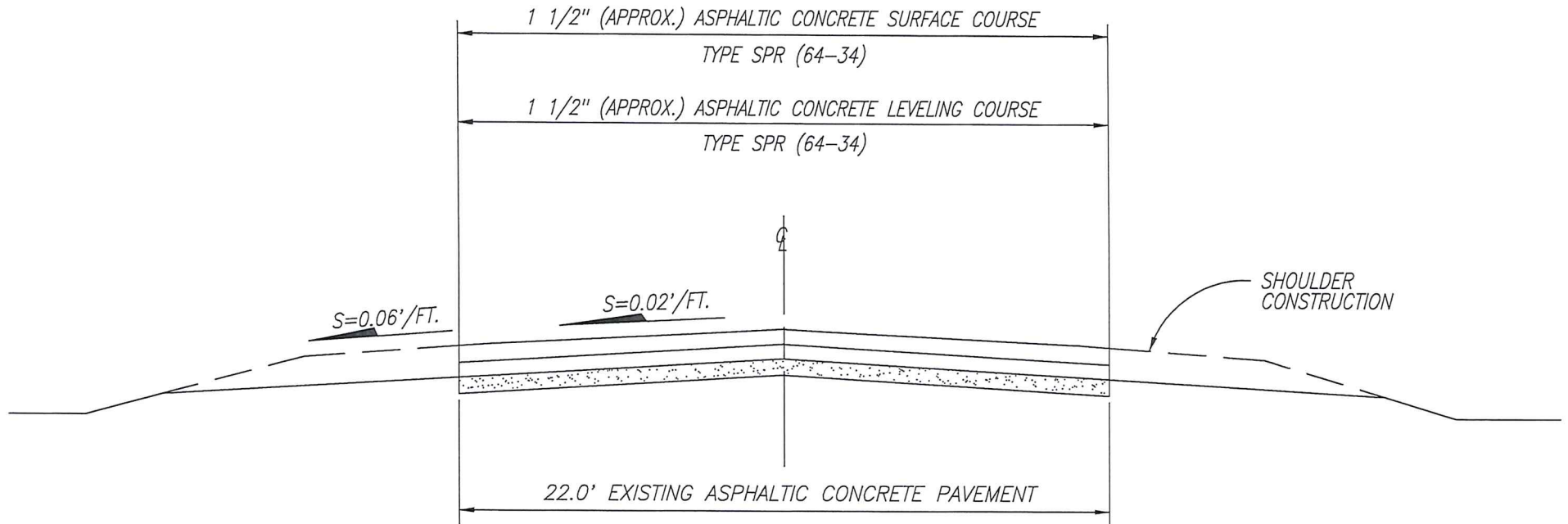
TACK COAT TO BE APPLIED PRIOR TO CONSTRUCTING THE LEVELING COURSE  
AND PRIOR TO THE SURFACE COURSE.

# LANCASTER COUNTY

NEBRASKA

PROJECT NO. 18-01

## TYPICAL CROSS SECTION OF IMPROVEMENT FOR RESURFACING



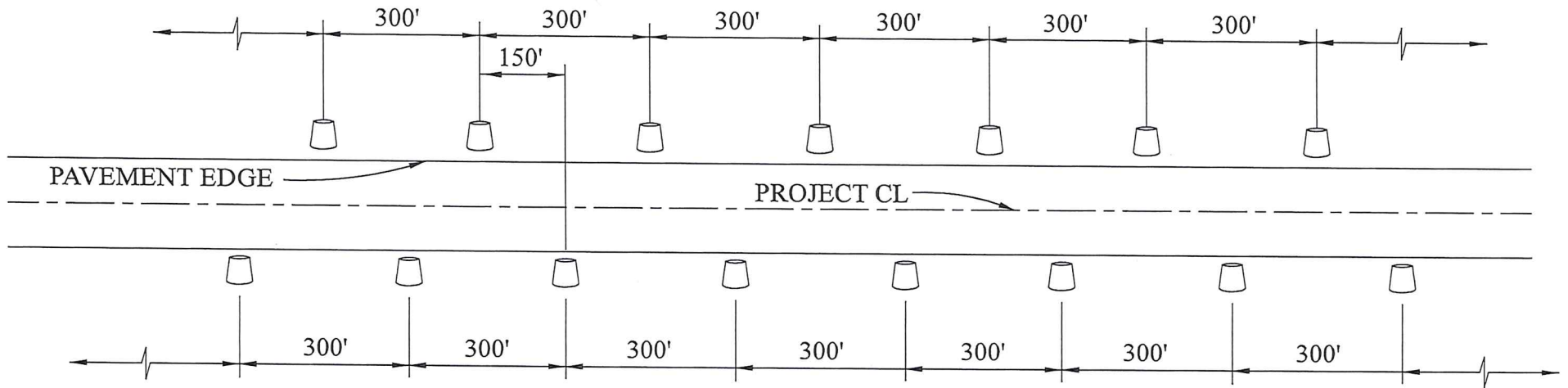
**PART IX - W. SPRAGUE ROAD (S.W. 114TH ST. WEST 2.0 MILES TO S.W. 142ND ST.)**

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

# TRAFFIC CONE PLAN

FOR RESURFACING WORK

PROJECT NO. 18-01



## LEGEND

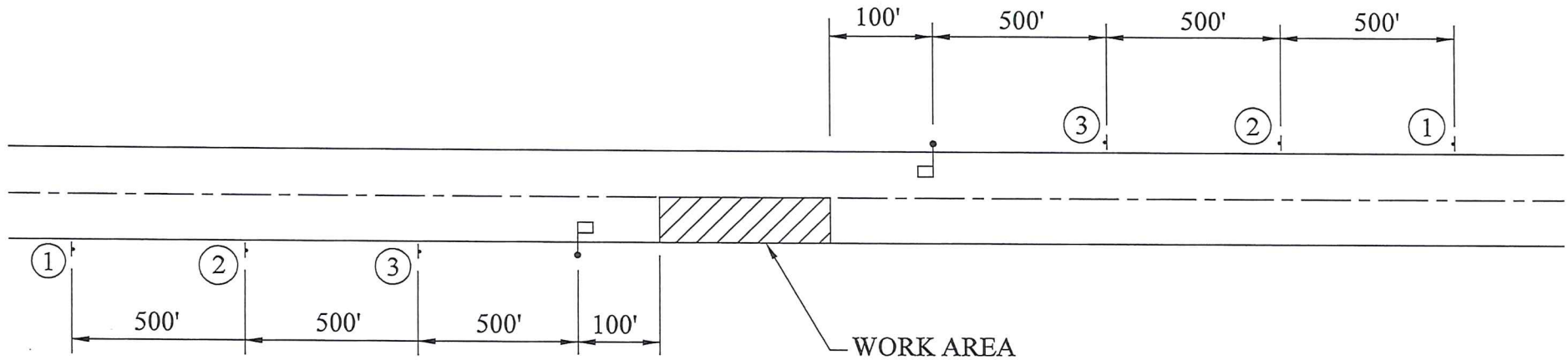
 TRAFFIC GRABBER CONE

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

# TRAFFIC CONTROL PLAN

## FOR LANE CLOSURE

### PROJECT NO. 18-01

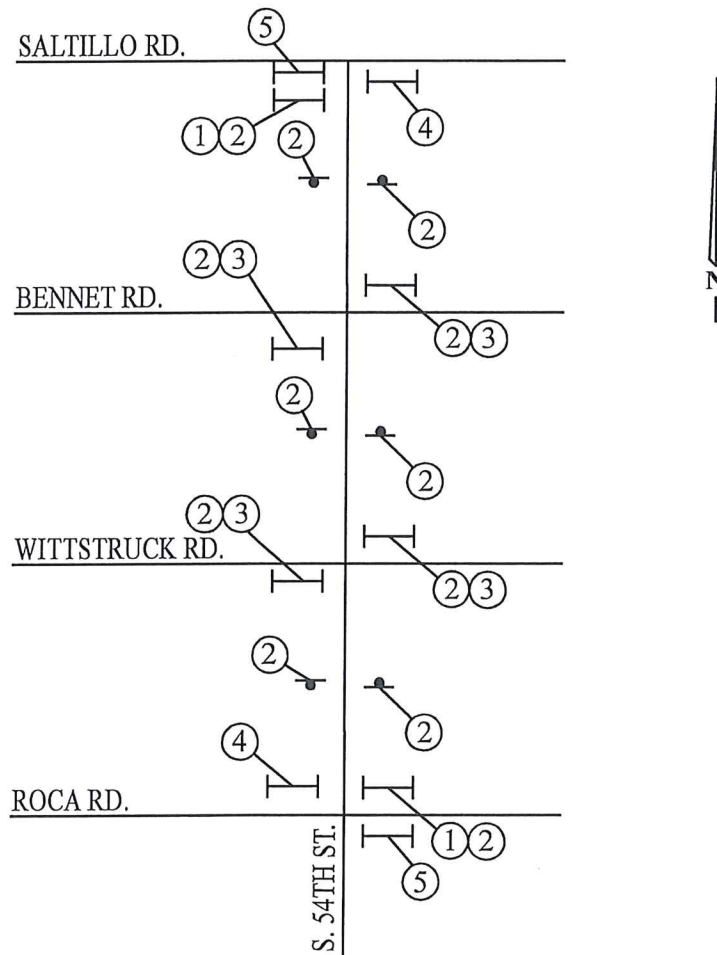


### LEGEND

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

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

**TRAFFIC CONTROL PLAN  
PROJECT NO. 18-01  
PART I  
S. 54TH ST.  
(ROCA RD. TO SALTILLO RD.)  
RESURFACING**



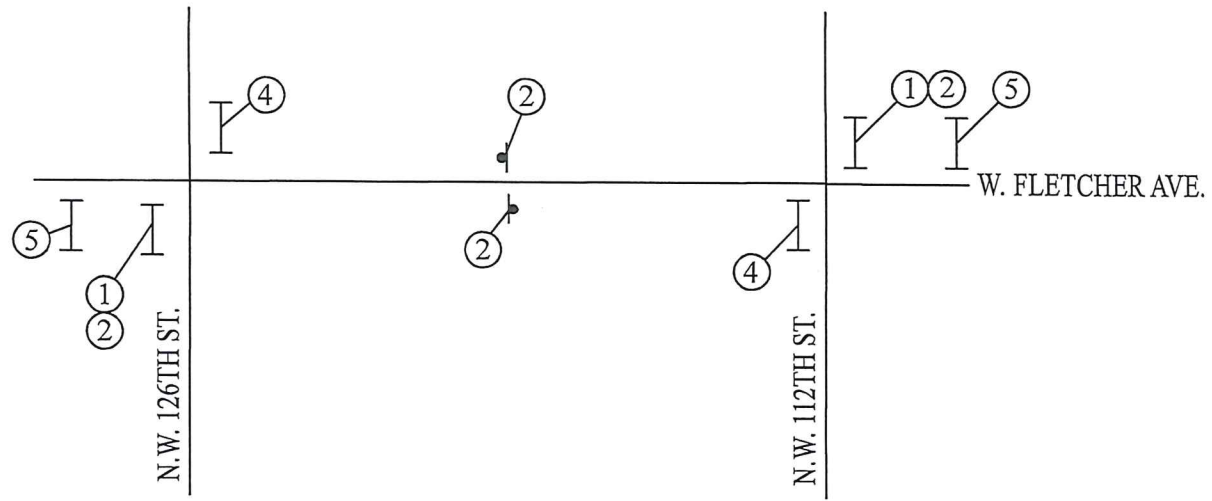
**LEGEND**

- ① Road Work Next 4.0 Miles (G20-1)
- ② Do Not Pass (R4-1)
- ③ Road Work (Furnished by County)
- ④ End Road Work (G20-2A)

- ⑤ Road Work Ahead (W21-4)
- |— Type III Barricade w/ Type 'A' Flashing Light
- Sign mounted on post or stand

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

**TRAFFIC CONTROL PLAN  
PROJECT NO. 18-01  
PART II  
W. FLETCHER AVE.  
(N.W. 126TH ST. TO N.W. 112TH ST.)  
RESURFACING**



**LEGEND**

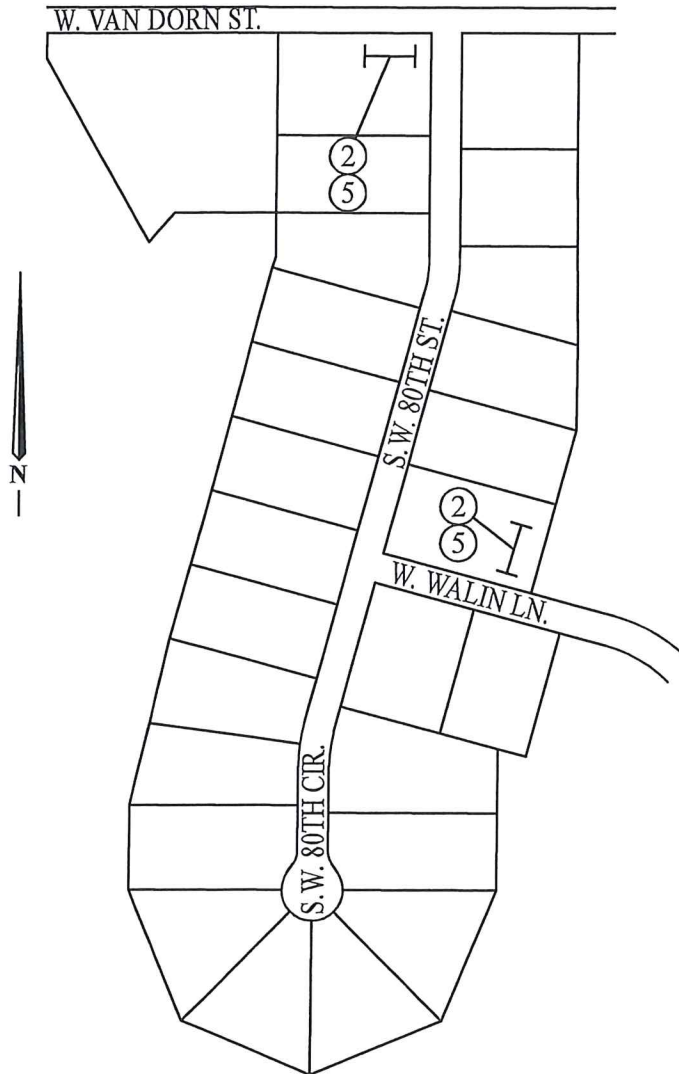
- ① Road Work Next 1.0 Miles (G20-1)
- ② Do Not Pass (R4-1)
- ③ Road Work (Furnished by County)
- ④ End Road Work (G20-2A)

- ⑤ Road Work Ahead (W21-4)
- |— Type III Barricade w/ Type 'A' Flashing Light
- Sign mounted on post or stand

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



# TRAFFIC CONTROL PLAN PROJECT NO. 18-01 PART III MEADOW VIEW SUBDIVISION RESURFACING

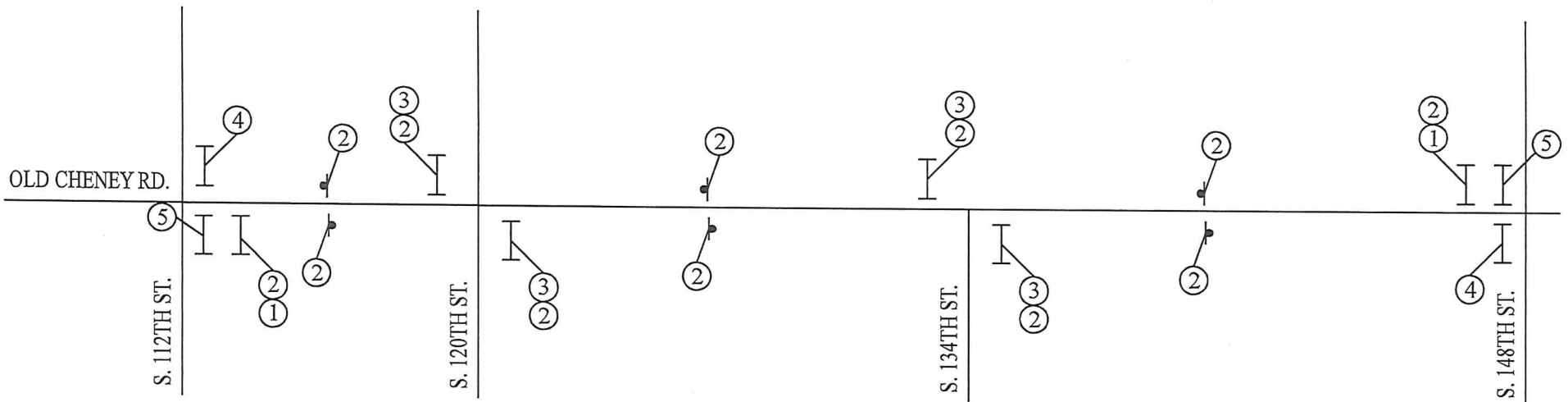


## LEGEND

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

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

**TRAFFIC CONTROL PLAN  
PROJECT NO. 18-01  
PART IV  
OLD CHENEY ROAD  
(S. 112TH ST. TO S. 148TH ST.)  
RESURFACING**



**LEGEND**

- ① Road Work Next 2.5 Miles (G20-1)
- ② Do Not Pass (R4-1)
- ③ Road Work (Furnished by County)
- ④ End Road Work (G20-2A)

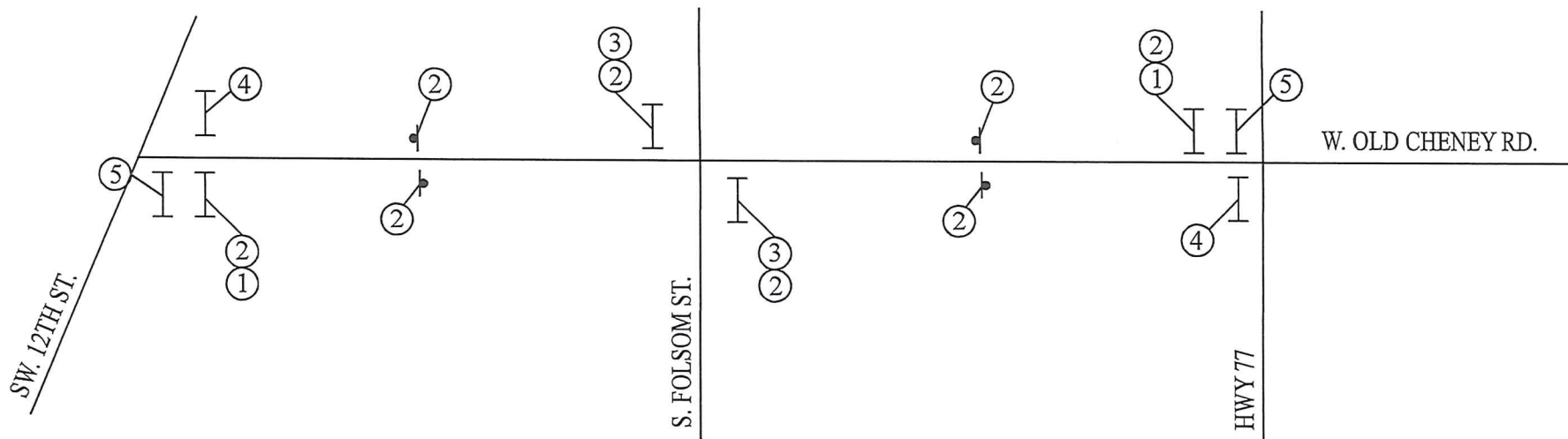
- ⑤ Road Work Ahead (W21-4)
- |— Type III Barricade w/ Type 'A' Flashing Light
- Sign mounted on post or stand

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





**TRAFFIC CONTROL PLAN  
PROJECT NO. 18-01  
PART V  
W. OLD CHENEY RD.  
(SW. 12TH ST. TO HWY 77)  
RESURFACING**



**LEGEND**

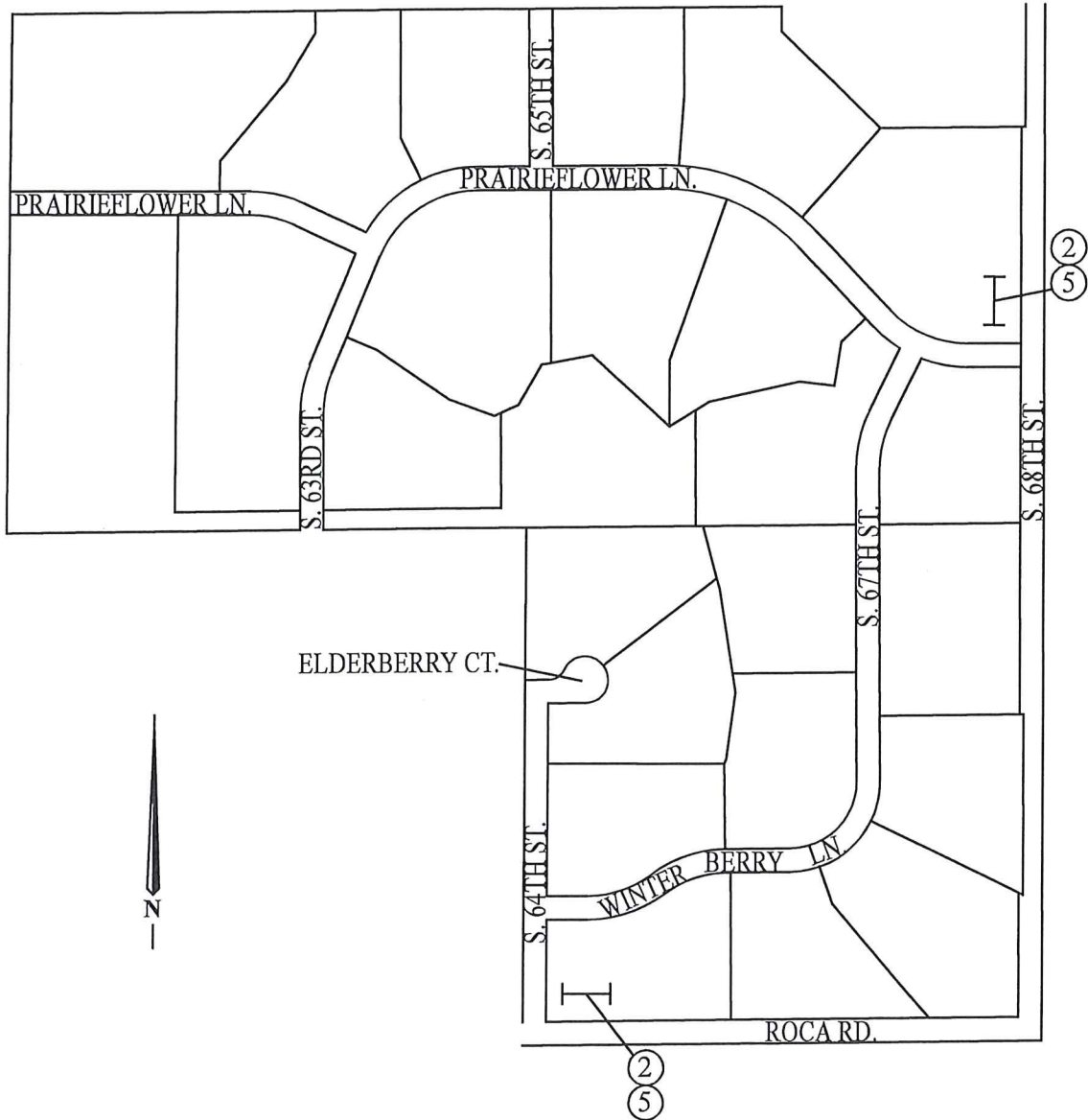
- ① Road Work Next 1.0 Miles (G20-1)
- ② Do Not Pass (R4-1)
- ③ Road Work (Furnished by County)
- ④ End Road Work (G20-2A)

- ⑤ Road Work Ahead (W21-4)
- Type III Barricade w/ Type 'A' Flashing Light
- Sign mounted on post or stand

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



**TRAFFIC CONTROL PLAN  
PROJECT NO. 18-01  
PART VI  
THE PRESERVE AT CROSS CREEK  
1ST, 2ND, AND 4TH ADDITIONS  
RESURFACING**

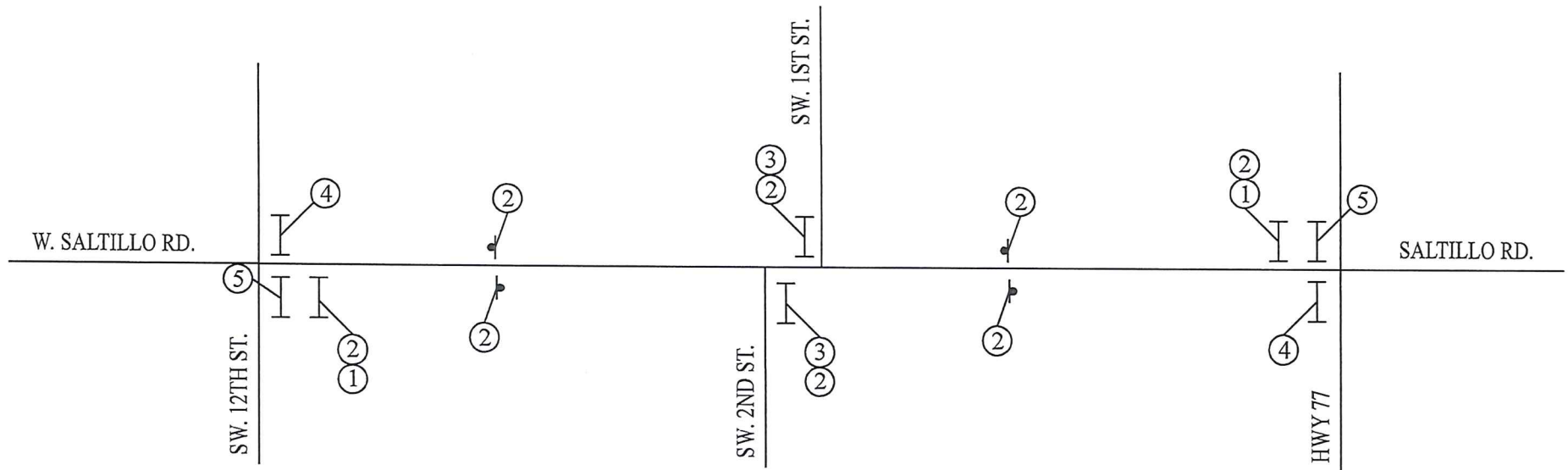


**LEGEND**

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

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

**TRAFFIC CONTROL PLAN  
PROJECT NO. 18-01  
PART VII  
W. SALTILLO RD. / SALTILLO RD.  
(SW. 12TH ST. TO HWY 77)  
RESURFACING**



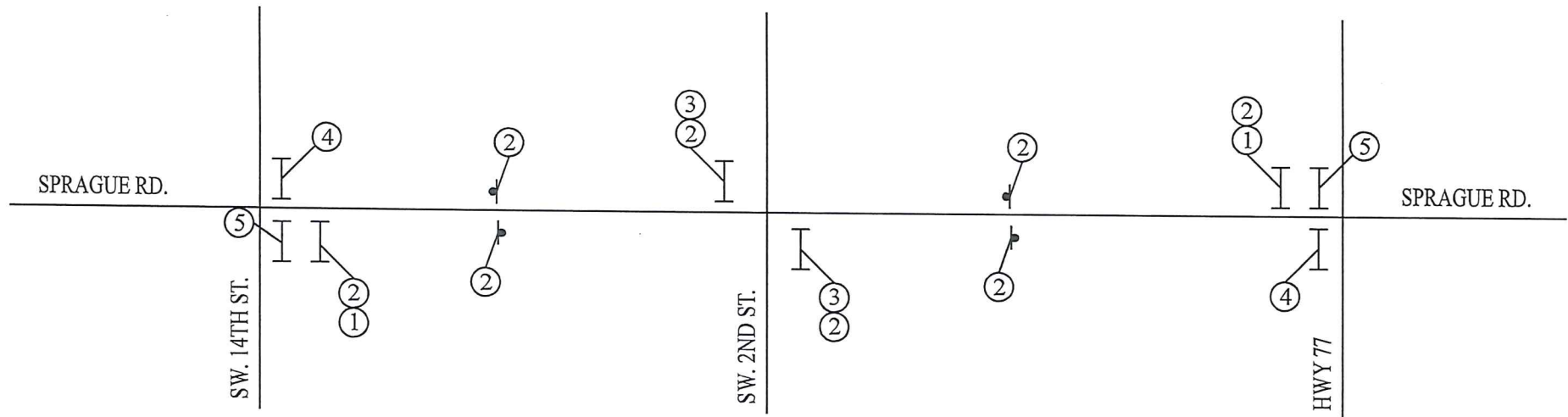
**LEGEND**

- |                                    |   |
|------------------------------------|---|
| ① Road Work Next 2.0 Miles (G20-1) | ⑤ Road Work Ahead (W21-4)                       |
| ② Do Not Pass (R4-1)               | — Type III Barricade w/ Type 'A' Flashing Light |
| ③ Road Work (Furnished by County)  | — Sign mounted on post or stand                 |
| ④ End Road Work (G20-2A)           |   |

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



**TRAFFIC CONTROL PLAN  
PROJECT NO. 18-01  
PART VIII  
W. SPRAGUE RD. / SPRAGUE RD.  
(SW. 14TH ST. TO HWY 77)  
RESURFACING**



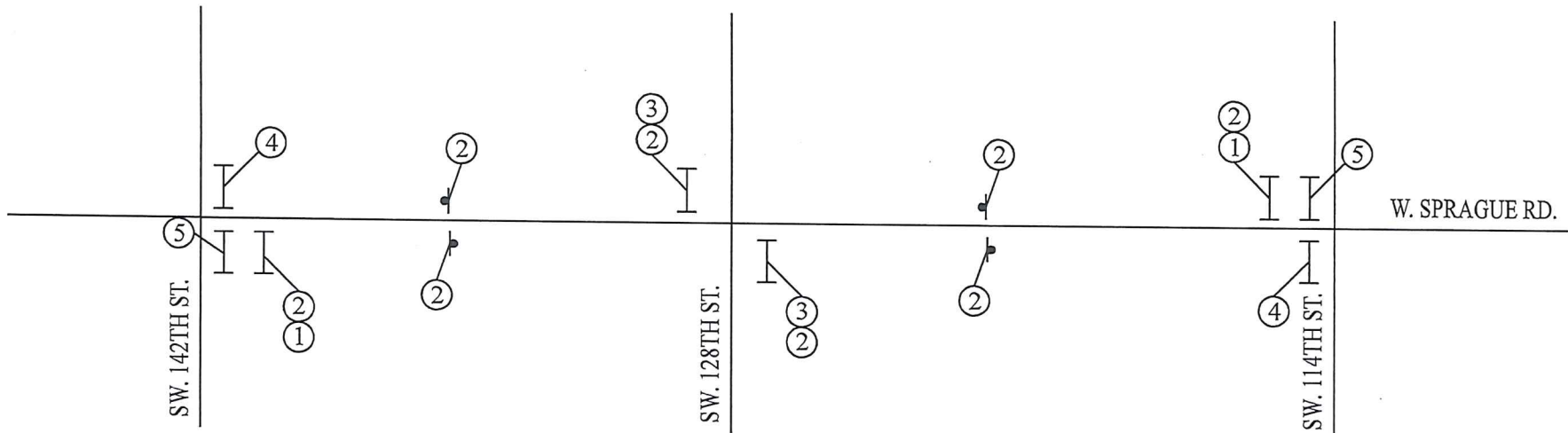
**LEGEND**

- |                                    |   |
|------------------------------------|---|
| ① Road Work Next 2.0 Miles (G20-1) | ⑤ Road Work Ahead (W21-4)                       |
| ② Do Not Pass (R4-1)               | — Type III Barricade w/ Type 'A' Flashing Light |
| ③ Road Work (Furnished by County)  | — Sign mounted on post or stand                 |
| ④ End Road Work (G20-2A)           |   |

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



**TRAFFIC CONTROL PLAN  
PROJECT NO. 18-01  
PART IX  
W. SPRAGUE RD.  
(SW. 114TH ST. TO SW. 142ND ST.)  
RESURFACING**



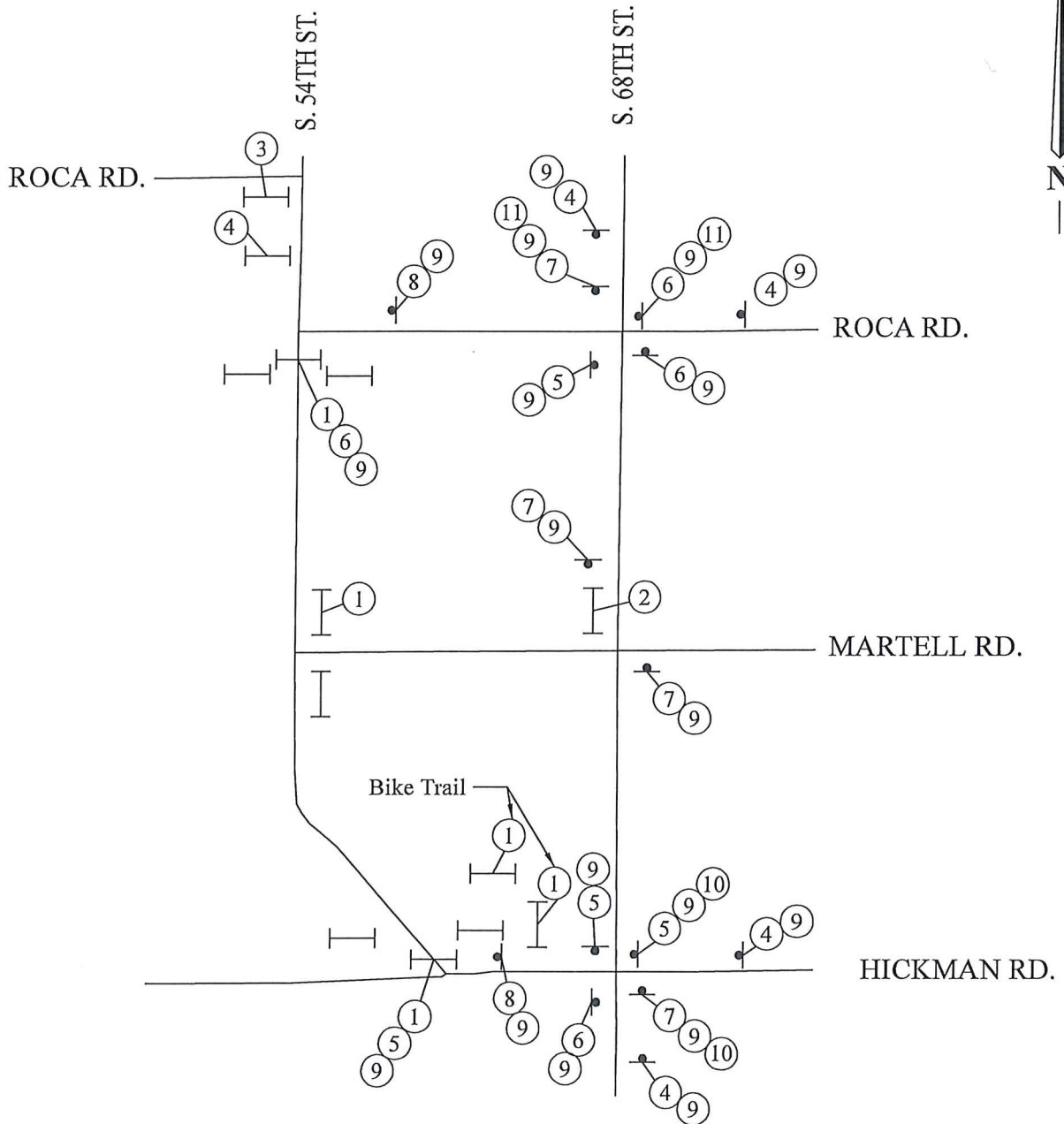
**LEGEND**

- |                                    |   |
|------------------------------------|---|
| ① Road Work Next 2.0 Miles (G20-1) | ⑤ Road Work Ahead (W21-4)                       |
| ② Do Not Pass (R4-1)               | — Type III Barricade w/ Type 'A' Flashing Light |
| ③ Road Work (Furnished by County)  | — Sign mounted on post or stand                 |
| ④ End Road Work (G20-2A)           |   |

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



# TRAFFIC CONTROL PLAN PROJECT NO. 18-01, PART X S. 54TH ST. PAVING



## LEGEND

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>① Road Closed (R11-2)</li> <li>② Road Closed 1.0 Mile Ahead<br/>Local Traffic Only (R11-3)</li> <li>③ Road Closed Ahead (W20-3)</li> <li>④ Detour Ahead (W20-3)</li> <li>⑤ Detour (Right Arrow) (M4-10R)</li> <li>⑥ Detour (Left Arrow) (M4-10L)</li> </ul> | <ul style="list-style-type: none"> <li>⑦ Detour (Straight Arrow) (M4-10)</li> <li>⑧ End Detour (M4-8A)</li> <li>⑨ S. 54th St.</li> <li>⑩ North</li> <li>⑪ South</li> </ul> <p style="text-align: center;">(Non Standard Signs Furnished by County)</p> <ul style="list-style-type: none"> <li>— Type III Barricade w/ Type 'A' Flashing Light</li> <li>— Sign mounted on post</li> </ul> |
|--|--|

PERFORMANCE AND LABOR AND  
MATERIAL PAYMENT BOND

Bond #726845

KNOW ALL MEN BY THESE PRESENTS, that we, Constructors, Inc. as principal, hereinafter referred to as "Contractor," and Universal Surety Company, a corporate surety company authorized to transact business in the State of Nebraska as surety, hereinafter referred to as "Surety," are held and firmly bound unto the County of Lancaster, Nebraska, hereinafter referred to as "County," in the penal sum of Four Million Five Hundred Seventy One Thousand Eight Hundred Eighteen Dollars and 89/100 (\$4,571,818.89) 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. 18-01 – Asphalt Paving and Resurfacing 2018, 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 \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Witness  
Lincoln, Nebraska  
Address

Nancy Maynard  
Witness  
Lincoln Nebraska  
Address

Constructors, Inc.  
Contractor  
[Signature]  
President  
1815 Y. Street, Lincoln, NE 68508  
Address

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

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

# UNIVERSAL SURETY COMPANY

Lincoln, Nebraska

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

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

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

Carol J. Clark or Curtis L. Hartter or Jessica M. Marsh, all of Lincoln, Nebraska  
or Tara Martin, Fremont, Nebraska

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

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

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

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

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

IN WITNESS WHEREOF, **UNIVERSAL SURETY COMPANY** has caused these presents to be signed by its President and its corporate seal to be hereunto affixed this 16th day of February, 2018.

*Carol J. Clark*

UNIVERSAL SURETY COMPANY

*Curtis L. Hartter*



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

By

President

On this 16th day of February, 2018, before me personally came Curtis L. Hartter, to me known, who being by me duly sworn, did depose and say that (s)he resides in the County of Lancaster, State of Nebraska; that (s)he is the President of the **UNIVERSAL SURETY COMPANY**, the corporation described in and which executed the above instrument; that (s)he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed (his) (her) name by like order; and that Bylaw, Article V-Section 6, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

*Tara Martin*



My Commission Expires February 16, 2022.

Notary Public

I, Philip C. Abel, Director of **UNIVERSAL SURETY COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said **UNIVERSAL SURETY COMPANY**, which is still in full force and effect.

Signed and sealed at the City of Lincoln, Nebraska this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

*Philip C. Abel*

Director





**INLAND**  
INSURANCE COMPANY

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

**UNIVERSAL**  
SURETY COMPANY

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS: That we,

**Constructors, Inc.**

**1815 "Y" Street, Lincoln, NE 68501-**

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

**City of Lincoln/Lancaster County**

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

-----**Five (5%) Percent of the Amount of the Bid**-----

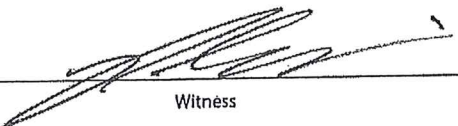
lawful money of the United States of America, for the payment of which sum of money well and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

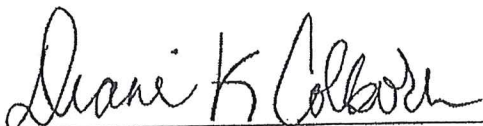
WHEREAS, the Principal has submitted a bid for:

**Asphalt Paving and Resurfacing 2018, Project No. 18-01**

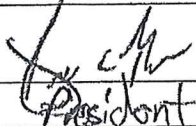
NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful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

Signed, Sealed and Dated, this **20th Day of March, 2018**

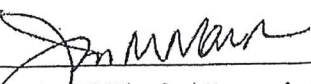
  
Witness

  
Witness

**Constructors, Inc.**  
Principal (Seal)

By:   
President (Title)

**Universal Surety Company**  
Surety (Seal)

By:   
Jessica M. Marsh, Attorney-in-fact

# UNIVERSAL SURETY COMPANY

Lincoln, Nebraska

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

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

All authority hereby conferred shall remain in full force and effect until terminated by the Company.  
IN WITNESS WHEREOF, **UNIVERSAL SURETY COMPANY** has caused these presents to be signed by its President and its corporate seal to be hereunto affixed  
this 4th day of January, 20 18.

*Carol J. Clark*

UNIVERSAL SURETY COMPANY

*Curtis L. Hartter*



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

President

On this 4th day of January, 20 18, before me personally came Curtis L. Hartter, to me known, who being by me duly sworn, did depose and say that (s)he resides in the County of Lancaster, State of Nebraska; that (s)he is the President of the **UNIVERSAL SURETY COMPANY**, the corporation described in and which executed the above instrument; that (s)he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed (his) (her) name by like order; and that Bylaw, Article V-Section 6, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

*Tara N. Martin*



My Commission Expires February 16, 2018.

Notary Public

I, Cheryl A. Brown, Assistant Secretary of **UNIVERSAL SURETY COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said **UNIVERSAL SURETY COMPANY**, which is still in full force and effect.  
Signed and sealed at the City of Lincoln, Nebraska this 20th day of March, 20 18.

*Cheryl A. Brown*

Assistant Secretary



## CONTRACT AGREEMENT

### RE: PURCHASING AGENT APPOINTMENT

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

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

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

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

Name and Mailing Address of Purchaser			Name and Mailing Address of Seller		
Name Lancaster County Engineering Department			Name Constructors Inc.		
Legal Name					
Street Address (Do not use PO Box) 444 Cherrycreek Rd., Bldg. "C"			Street or Other Mailing Address 1815 Y Street		
City Lincoln,	State NE	Zip Code 68528	City Lincoln	State NE	Zip Code 68508

**Check Type of Certificate**

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

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

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

### Section A—Nebraska Resale Certificate

Description of Property or Service Purchased

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

I further certify that we are engaged in business as a:    Wholesaler    Retailer    Manufacturer    Lessor

of Description of Product or Service Sold, Leased, or Rented \_\_\_\_\_.

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

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

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

### Section B—Nebraska Exempt Sale Certificate

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

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

Description of Items Purchased _____	Intended Use of Items Purchased _____
--------------------------------------	---------------------------------------

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

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

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

**1. Purchase of building materials or fixtures.**

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

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

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

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

**sign here** ▶

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

Purchasing Agent \_\_\_\_\_  
Title \_\_\_\_\_

Date \_\_\_\_\_

Authorized Signature Name (please print) \_\_\_\_\_

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

Sellers cannot accept incomplete certificates.

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

## Instructions

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

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

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

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

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

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

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

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

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

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

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

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

### Categories of Exemption

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

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

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

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

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

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

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

4. Purchases of common or contract carrier motor vehicles, trailers, and semitrailers; accessories that physically become part of a common or contract carrier vehicle; and repair and replacement parts for these vehicles. The exemption number must be entered in Section B of the Form 13.

5. Purchases of manufacturing machinery and equipment made by a person engaged in the business of manufacturing, including repair and replacement parts or accessories, for use in manufacturing.

6. Occasional sales of used business or farm machinery or equipment productively used by the seller as a depreciable capital asset for more than one year in his or her business. The seller must have previously paid tax on the item being sold. The seller must complete, sign, and give the exemption certificate to the purchaser.

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

PURCHASING AGENT APPOINTMENT					
Name and Address of Prime Contractor			Name and Address of Governmental Unit or Exempt Organization		
Name Constructors Inc.			Name Lancaster County Engineering Department		
Street or Other Mailing Address 1815 Y Street			Street or Other Mailing Address 444 Cherrycreek Rd., Bldg. "C"		
City	State	Zip Code	City	State	Zip Code
Lincoln	NE	68508	Lincoln,	NE	68528
Name and Location of Project			Appointment Information		
Name Asphalt Paving and Resurfacing 2018			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. 18-081 - Project No. 18-01					

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

**sign  
here**

Authorized Signature of Governmental Unit or Exempt Organization

Title

Date

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

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

**sign  
here**

Signature of Prime Contractor or Authorized Representative

Title

Date

## INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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





LANCASTER COUNTY

EMPLOYER CLASSIFICATION ACT INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EMPLOYEE CLASSIFICATION ACT AFFIDAVIT

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

I, Ted C. Butler, herein below known as the Contractor, state under oath and swear as follows:

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

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

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

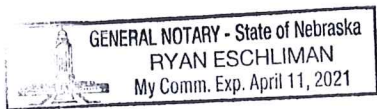
SIGNATURE: [Handwritten Signature]

TITLE: President

State of Nebraska )  
 )ss.

County of Lancaster )

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



[Handwritten Signature]  
 Notary Public



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/30/2018

**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 rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> UNICO Group, Inc. 1128 Lincoln Mall Suite 200 Lincoln NE 68508	<b>CONTACT NAME:</b> Mary Kent <b>PHONE (A/C, No, Ext):</b> (402)434-7200 <b>E-MAIL ADDRESS:</b> mkent@unicogroup.com	<b>FAX (A/C, No):</b> (402)434-7272
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Constructors Inc. 1815 Y Street PO Box 80268 Lincoln NE 68508	<b>INSURER A:</b> Travelers Indemnity Co of CT <b>NAIC #</b> 25682	
	<b>INSURER B:</b> Travelers Property Casualty of America <b>NAIC #</b> 25674	
	<b>INSURER C:</b> Markel American Insurance Co.	
	<b>INSURER D:</b> Phoenix Insurance Co <b>NAIC #</b> 25623	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

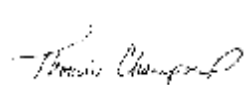
**COVERAGES**                      **CERTIFICATE NUMBER:** 18-19 Constructors                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>			VTC2KCO161D76AIND18	05/01/2018	05/01/2019	EACH OCCURRENCE	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							MED EXP (Any one person)	\$ 5,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$ 1,000,000	
	OTHER:						GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
								\$	
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b>			VTC2JCAP161D731TIL18	05/01/2018	05/01/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
								\$	
C	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR			MKLM4EUL100333	05/01/2018	05/01/2019	EACH OCCURRENCE	\$ 10,000,000	
	<input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 10,000,000	
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							\$	
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			VTCNUB7K4604951PHX18	05/01/2018	05/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Project: #18-01. The General Liability and Business Auto Liability policies include blanket automatic additional insured endorsements that provide additional insured status including completed operations only when there is a written contract between the named insured and the certificate holder/entity (ies) that require such status prior to a loss but only to the extent that injury and/or property damage arise out of or is caused by the named insured. The General Liability, Auto & Workers Compensation policies include waiver of subrogation endorsements as required by written contract with the named insured prior to a loss. Lancaster County is listed as an additional insured on the General Liability policy only when there is a written contract that requires such status prior to a loss.

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

**NEBCO INC**

**Coverage Overview Exhibit**

unless such workplace is part of a project approved by the Department of Workforce Development and shown in the Schedule below"~CIP-Any project

- **Federal Terrorism Risk Insurance Act Disclosure** WC 00 04 21  
WC 99 06 G7

- **Notice of Cancellation** WC 99 06 Q1  
Number of Days: Sixty (60)

- **Notification of Change in Ownership** WC 00 04 14

- **Voluntary Compensation and Employer's Liability - Deductible Schedule** WC 00 03 11

**Employees:**

All Employees not subject to the Workers' Compensation Law.

**State**

All States except NJ, ND, OH, WA, WI and WY

**Designated WC Law:**

State of Hire

- **Waiver of Our Right to Recover** WC 00 03 13

**Schedule**

Designated Person:/Designated Organization: Any person or organization for which the insured has agreed by written contract executed prior to loss to furnish this waiver.

**THE POLICIES WILL ALSO INCLUDE ANY RETROSPECTIVE RATING ENDORSEMENTS AND/OR DEDUCTIBLE ENDORSEMENTS AND ALL STATE-MANDATED ENDORSEMENTS AS APPLICABLE.**

**THE POLICIES WHEN ISSUED WILL, WITHOUT NOTICE, REPLACE AND SUPERSEDE THIS AND ALL OTHER CORRESPONDENCE WHICH DOCUMENTS THE INSURANCE COVERAGE REFERENCED HEREIN.**

NEBCO INC

Coverage Overview Exhibit

Vehicle Laws

- Nuclear Energy Liability Exclusion IL 00 21
- Vermont Changes - Pollution CG 01 54
- Total Aggregate Limit Other Than Projects and Designated Project and Location Aggregate Limits CG D4 69

OTHER ENDORSEMENTS

- Blanket Additional Insured - Automatic Status If Required By Written Contract CG D6 04

- Coverage For Designated Employees And Volunteer Workers For Bodily Injury To Co-Employees Or Other Volunteer Workers "All Employees" CG D1 54

- Designated Entity - Notice of Cancellation Provided By Us "Person or Organization": IL T4 05

Any person or organization to whom you have agreed in a written contract that notice of cancellation of this policy will be given, but only if:

1. You send us a written request to provide such notice, including the name and address of such person or organization, after the first Named Insured receives notice from us of the cancellation of this policy; and
2. We receive such written request at least 14 days before the beginning of the applicable number of days shown in this endorsement.

"Address":

The address for that person or organization included in such written request from you to us.

"Number of Days Notice of Cancellation": Sixty (60)

- Earlier Notice of Cancellation/Non-Renewal Provided by Us IL T3 20

Number of Days Notice Cancellation: Sixty (60)

Number of Days Notice Non-Renewal: Sixty (60)

THE POLICIES WILL ALSO INCLUDE ANY RETROSPECTIVE RATING ENDORSEMENTS AND/OR DEDUCTIBLE ENDORSEMENTS AND ALL STATE-MANDATED ENDORSEMENTS AS APPLICABLE.

THE POLICIES WHEN ISSUED WILL, WITHOUT NOTICE, REPLACE AND SUPERSEDE THIS AND ALL OTHER CORRESPONDENCE WHICH DOCUMENTS THE INSURANCE COVERAGE REFERENCED HEREIN.

NEBCO INC

Coverage Overview Exhibit

**AUTOMOBILE LIABILITY**

**NAMED INSURED(S):**  
NEBCO, Inc.

**ISO FORMS**

**BUSINESS AUTOMOBILE**

Coverage Form Business Automobile Coverage Form CA 00 01

**LIMITS**

Coverage Symbol	Coverage Liability	Limits
		\$1,000,000 Combined Single Limit Bodily Injury & Property Damage
"As Elected"	Auto Medical Payments Uninsured / Underinsured Motorists Coverage Personal Injury Protection	\$5,000 As Elected  Minimum Limits required by law

**MANDATORY ENDORSEMENTS**

- **Amendment of Common Policy Conditions - Prohibited Coverage - Unlicensed Insurance And Trade Or Economic Sanctions** IL T4 12
- **Amendment of Employee Definition** CA T4 59
- **Nuclear Energy Liability Exclusion** IL 00 21

**OTHER ENDORSEMENTS**

- **Additional Insured - Primary & Non Contributory with Other Insurance** CA T4 42  
CA T4 74
- **Additional Insured Notice of Cancellation** CA T3 32  
Number of Days Notice: Sixty (60)
- **Business Auto Coverage Extension Form** CA T3 53

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

## **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

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

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |  |   |
|--|---|
| <p><b>A. BROAD FORM NAMED INSURED</b></p> <p><b>B. BLANKET ADDITIONAL INSURED</b></p> <p><b>C. EMPLOYEE HIRED AUTO</b></p> <p><b>D. EMPLOYEES AS INSURED</b></p> <p><b>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b></p> <p><b>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</b></p> <p><b>G. WAIVER OF DEDUCTIBLE – GLASS</b></p> | <p><b>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</b></p> <p><b>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b></p> <p><b>J. PERSONAL EFFECTS</b></p> <p><b>K. AIRBAGS</b></p> <p><b>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</b></p> <p><b>M. BLANKET WAIVER OF SUBROGATION</b></p> <p><b>N. UNINTENTIONAL ERRORS OR OMISSIONS</b></p> |
|--|---|

### **PROVISIONS**

#### **A. BROAD FORM NAMED INSURED**

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### **B. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph **c. in A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and

executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

#### **C. EMPLOYEE HIRED AUTO**

**1.** The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

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



## COMMERCIAL AUTO

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

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

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "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".

### D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

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.

### E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – LIABILITY COVERAGE**:

(2) Up to \$3,000 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.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – LIABILITY COVERAGE**:

(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.

### F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or

within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C., Limit Of Insurance**, of **SECTION II – LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C., Limit Of Insurance**, of **SECTION II – LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available

to the "insured" whether primary, excess contingent or on any other basis.

- (c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

#### **G. WAIVER OF DEDUCTIBLE – GLASS**

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

#### **H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

#### **I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

#### **J. PERSONAL EFFECTS**

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

##### **Personal Effects**

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

#### **K. AIRBAGS**

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

#### **L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

**M. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

**N. UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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

## **BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

**1. The following is added to SECTION II – WHO IS AN INSURED:**

Any person or organization that:

- a. You agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:

(1) If the "written contract requiring insurance" specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or
- (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the "written contract requiring insurance" applies;

(2) If the "written contract requiring insurance" specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies; or

(3) If neither Paragraph (1) nor (2) above applies:

(a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies; and

(b) The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

## COMMERCIAL GENERAL LIABILITY

2. The insurance provided to the additional insured by this endorsement is limited as follows:
  - a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured will be limited to such minimum required limits of liability. For the purposes of determining whether this limitation applies, the minimum limits of liability required by the "written contract requiring insurance" will be considered to include the minimum limits of liability of any Umbrella or Excess liability coverage required for the additional insured by that "written contract requiring insurance". This endorsement will not increase the limits of insurance described in Section III – Limits Of Insurance.
  - b. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
    - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
    - (2) Supervisory, inspection, architectural or engineering activities.
  - c. The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured during the policy period.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured under which that person or organization qualifies as a named insured, and we will not share with that other insurance. But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.
4. As a condition of coverage provided to the additional insured by this endorsement:
  - a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
    - (1) How, when and where the "occurrence" or offense took place;
    - (2) The names and addresses of any injured persons and witnesses; and
    - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
  - b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
    - (1) Immediately record the specifics of the claim or "suit" and the date received; and
    - (2) Notify us as soon as practicable.The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
  - c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
  - d. The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to other insurance available to the additional insured which covers that person or organization as a named insured as described in Paragraph 3. above.
5. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or or-

## COMMERCIAL GENERAL LIABILITY

ganization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed, during the policy period and:

- a. After the signing and execution of the contract or agreement by you; and
- b. While that part of the contract or agreement is in effect.

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

## **CONTRACTORS XTEND ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li><b>A.</b> Aircraft Chartered With Pilot</li> <li><b>B.</b> Damage To Premises Rented To You</li> <li><b>C.</b> Increased Supplementary Payments</li> <li><b>D.</b> Incidental Medical Malpractice</li> <li><b>E.</b> Who Is An Insured – Newly Acquired Or Formed Organizations</li> <li><b>F.</b> Who Is An Insured – Broadened Named Insured – Unnamed Subsidiaries</li> <li><b>G.</b> Blanket Additional Insured – Owners, Managers Or Lessors Of Premises</li> </ul> | <ul style="list-style-type: none"> <li><b>H.</b> Blanket Additional Insured – Lessors Of Leased Equipment</li> <li><b>I.</b> Blanket Additional Insured – States Or Political Subdivisions – Permits</li> <li><b>J.</b> Knowledge And Notice Of Occurrence Or Offense</li> <li><b>K.</b> Unintentional Omission</li> <li><b>L.</b> Blanket Waiver Of Subrogation</li> <li><b>M.</b> Amended Bodily Injury Definition</li> <li><b>N.</b> Contractual Liability – Railroads</li> </ul> |
|---|--|

### **PROVISIONS**

#### **A. AIRCRAFT CHARTERED WITH PILOT**

The following is added to Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

#### **B. DAMAGE TO PREMISES RENTED TO YOU**

1. The first paragraph of the exceptions in Exclusion **j.**, **Damage To Property**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted.
2. The following replaces the last paragraph of Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A. BODILY**

### **INJURY AND PROPERTY DAMAGE LIABILITY:**

Exclusions **c.** and **g.** through **n.** do not apply to "premises damage". Exclusion **f.(1)(a)** does not apply to "premises damage" caused by:

- a.** Fire;
- b.** Explosion;
- c.** Lightning;
- d.** Smoke resulting from such fire, explosion, or lightning; or
- e.** Water;

unless Exclusion **f.** of Section I – Coverage **A** – Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion – All Pollution Injury Or Damage or Total Pollution Exclusion in its title.

A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**.

**3. The following replaces Paragraph 6. of SECTION III – LIMITS OF INSURANCE:**

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or
- b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.

**4. The following replaces Paragraph a. of the definition of "insured contract" in the DEFINITIONS Section:**

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

**5. The following is added to the DEFINITIONS Section:**

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

**6. The following replaces Paragraph 4.b.(1)(b) of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

- (b) That is insurance for "premises damage"; or

**7. Paragraph 4.b.(1)(c) of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is deleted.**

**C. INCREASED SUPPLEMENTARY PAYMENTS**

**1. The following replaces Paragraph 1.b. of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B of SECTION I – COVERAGE:**

- b. Up to \$2,500 for the 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.

**2. The following replaces Paragraph 1.d. of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B of SECTION I – COVERAGES:**

- 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.

**D. INCIDENTAL MEDICAL MALPRACTICE**

**1. The following is added to the definition of "occurrence" in the DEFINITIONS Section:**

"Occurrence" also means an act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person.

**2. The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:**

Paragraph (1)(d) above does not apply to "bodily injury" arising out of providing or failing to provide:

- (i) "Incidental medical services" by any of your "employees" who is a nurse practitioner, registered nurse, licensed practical nurse, nurse assistant, emergency medical technician or paramedic; or
- (ii) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.



3. The following is added to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE:**

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

**Sale Of Pharmaceuticals**

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance is excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" or "volunteer workers" for "bodily injury" that arises out of providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

**E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS**

The following replaces Paragraph 4. of **SECTION II – WHO IS AN INSURED:**

4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

**F. WHO IS AN INSURED – BROADENED NAMED INSURED – UNNAMED SUBSIDIARIES**

The following is added to **SECTION II – WHO IS AN INSURED:**

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if you maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such subsidiary.

**G. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- b. The insurance provided to such premises owner, manager or lessor does not apply to:
  - (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
  - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, lessor or manager.
- c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

**H. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.
- c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

**I. BLANKET ADDITIONAL INSURED – STATES OR POLITICAL SUBDIVISIONS – PERMITS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any state or political subdivision that has issued a permit in connection with operations performed by you or on your behalf and that you are required

by any ordinance, law or building code to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of such operations.

The insurance provided to such state or political subdivision does not apply to:

- a. Any "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

**J. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE**

The following is added to Paragraph 2., **Duties In The Event of Occurrence, Offense, Claim or Suit**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:

- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture or limited liability company) or any "employee" authorized by you to give notice of an "occurrence" or offense.

- (2) If you are a partnership, joint venture or limited liability company, and none of your partners, joint venture members or managers are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

- (a) Any individual who is:
  - (i) A partner or member of any partnership or joint venture;

- (ii) A manager of any limited liability company; or

- (iii) An executive officer or director of any other organization;

that is your partner, joint venture member or manager; or

- (b) Any "employee" authorized by such partnership, joint venture, limited liability company or other organization to give notice of an "occurrence" or offense.

- (3) Notice to us of such "occurrence" or of an offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this Coverage Part includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

**K. UNINTENTIONAL OMISSION**

The following is added to Paragraph 6., **Representations**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

**L. BLANKET WAIVER OF SUBROGATION**

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

## COMMERCIAL GENERAL LIABILITY

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal injury" or "advertising injury" caused by an offense that is committed; subsequent to the execution of that contract or agreement.

### **M. AMENDED BODILY INJURY DEFINITION**

The following replaces the definition of "bodily injury" in the **DEFINITIONS** Section:

3. "Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

### **N. CONTRACTUAL LIABILITY – RAILROADS**

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:
  - c. Any easement or license agreement;
2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.



**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY  
ENDORSEMENT WC 00 03 13 (00) -**

POLICY NUMBER: VTCNUB7K4604951PHX18

**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 any one not named in the Schedule.

**SCHEDULE**

**DESIGNATED PERSON:**

Any person or organization for which the named insured has agreed in a written contract executed prior to loss to furnish this waiver.

**DESIGNATED ORGANIZATION:**

DATE OF ISSUE: 5 - 1 - 18

ST ASSIGN: