

**DATE:** May 29, 2018

**REQUEST FOR AGENDA OF:** June 5, 2018

**TO:** Jenifer Hollowing; Deputy County Attorney

**FROM:** County Engineering Department

**CONTACT PERSON:** Pamela L. Dingman  
Lancaster County Engineer

**PHONE:** 402-441-7681

**SUBJECT:** PROJECT NO. 18-05  
BID NO. 18-106  
CULVERT MAINTENANCE 2018 (PHASE II)

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**WHAT:** Execution of construction contract for Project No. 18-05; Bid No. 18-106; Culvert Maintenance 2018 (Phase II)

**WHEN:** The work shall commence on June 11, 2018 (or upon notice to proceed by the County) and shall be completed on or before October 26, 2019.

**WHERE:** 15 County-wide locations

**TO:** Yost Excavating, Inc.

**WHY:** Culvert Maintenance

**HOW MUCH:** \$611,915.82

Jenifer, please review, sign and place this Contract on the County Board's upcoming agenda. Please have it executed by the County Board.

Please keep one Contract for the County Board's records, and return a fully executed set to our office. We will forward a fully executed Contract to the Contractor.

PLD/LLL/bml

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CONTRACT DOCUMENTS

LANCASTER COUNTY

NEBRASKA

For

Bid No. 18-106

Project No: 18-05

CULVERT MAINTENANCE 2018 (PHASE II)

Yost Excavating, Inc.  
380 South 66<sup>th</sup> Road  
Nebraska City, NE 68410

LANCASTER COUNTY, NEBRASKA  
CONTRACT AGREEMENT

THIS CONTRACT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Yost Excavating, 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. 18-106, Project No. 18-05, Culvert Maintenance 2018 (Phase II); 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: Six Hundred Eleven Thousand Nine Hundred Fifteen Dollars and 82/100 (\$611,915.82).
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 June 11, 2018 (*or upon notice to proceed by the County*) and shall be completed on or before October 26, 2018.
8. If any portion of this Agreement is held invalid, the remainder hereof shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.
9. GUARANTEE: A Performance and Labor and Material Payment Bond in the full amount of the Contract shall be required for all construction contracts.
10. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the Contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A. 1324b. The Contractor shall require any subcontractor to comply with the provisions of this section.
11. This Contract Agreement, along with the Suppliers Response, Plans and the following Supplemental Contract Documents, attached hereto and incorporated by this reference, form this Contract:
  1. Instructions to Bidders
  2. Supplemental Instructions to Bidders
  3. Map
  4. Accepted Proposal of Contractor
  5. Contractor Work Resume Form
  6. Project Schedule Form
  7. Special Provisions
  8. Performance and Labor and Material Payment Bond
  9. Purchasing Agent Appointment
  10. Nebraska Resale or Exempt Sale Certificate
  11. Tax Assessment Form
  12. Employer Classification Act Instructions
  13. Employee Classification Act Affidavit
  14. Insurance Clause and Certificate

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

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

EXECUTION BY LANCASTER COUNTY, NEBRASKA

ATTEST:

BY THE BOARD OF COUNTY COMMISSIONERS OF  
LANCASTER COUNTY, NEBRASKA

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

Contract and Bond Approved as to Form

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

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

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Yost Excavating, INC  
Name of Corporation

ATTEST:

380 S 66 Rd Nebraska City, NE 68416  
(Address)

Secretary

*Spill Yost*

By: *Lodd Yost*  
Duly Authorized Official

President  
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

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

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

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

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

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

IF AN INDIVIDUAL:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

# INSTRUCTIONS TO BIDDERS

## LANCASTER COUNTY, NEBRASKA

### PURCHASING DIVISION

#### E-Bid

#### 1. BIDDING PROCEDURE

- 1.1 Sealed bid, (formal and informal), subject to Instructions and General Conditions and any special conditions set forth herein, will be received in the office of the Purchasing Division, 440 So. 8<sup>th</sup> 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. 8<sup>th</sup> 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.

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

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

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

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

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

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

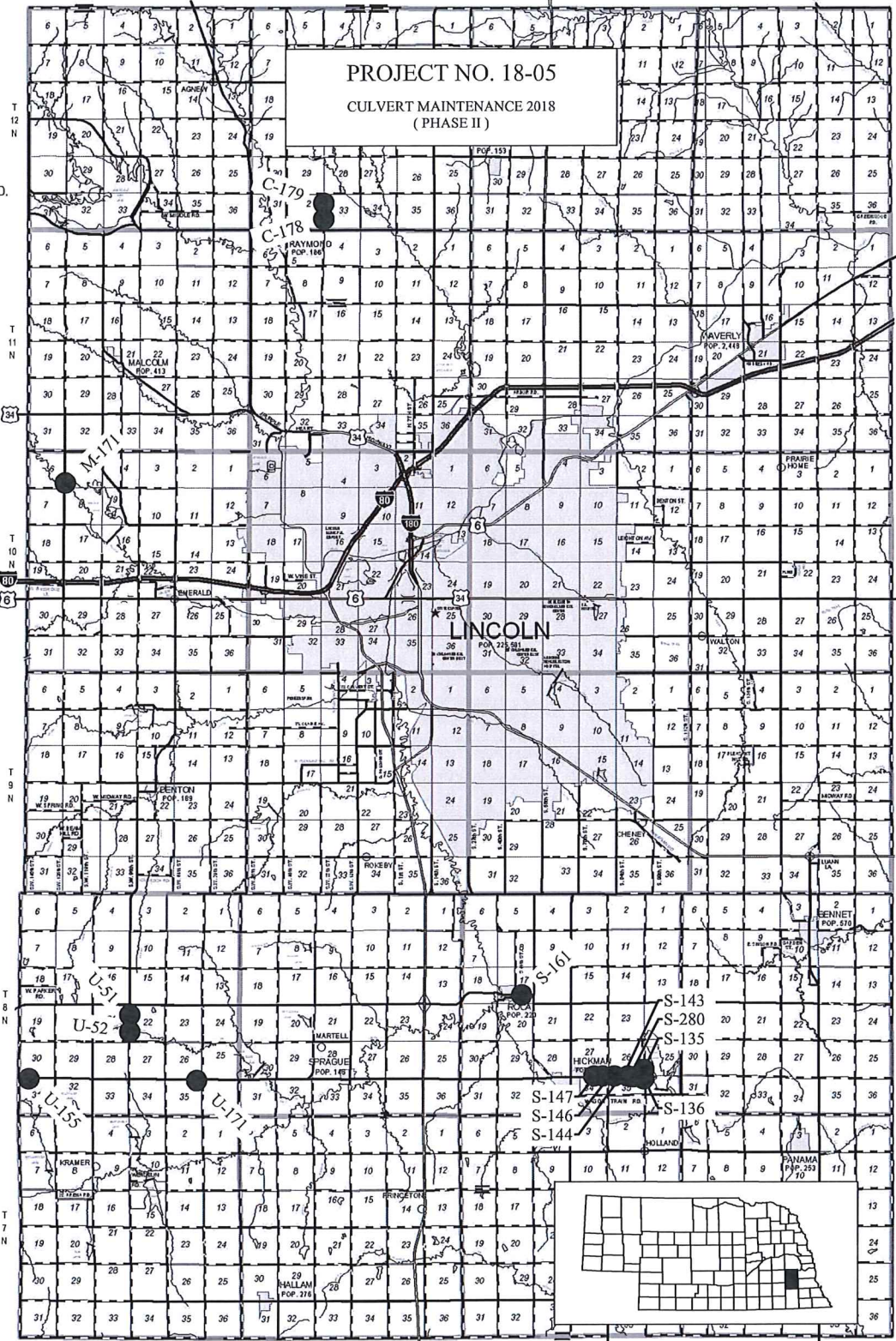
# LANCASTER COUNTY, NEBRASKA



NO SCALE

NW 140TH ST. NW 126TH ST. NW 112TH ST. NW 105TH ST. NW 98TH ST. NW 84TH ST. NW 70TH ST. NW 56TH ST. NW 40TH ST. NW 27TH ST. NW 12TH ST. N. 1ST ST. N. 14TH ST. N. 27TH ST. N. 40TH ST. N. 56TH ST. N. 70TH ST. N. 84TH ST. N. 98TH ST. N. 112TH ST. N. 120TH ST. N. 134TH ST. N. 141ST ST. N. 146TH ST. N. 162ND ST. N. 176TH ST. N. 190TH ST.

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



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

SW 142ND ST. SW 126TH ST. SW 114TH ST. SW 100TH ST. SW 86TH ST. SW 72ND ST. SW 58TH ST. SW 42ND ST. SW 29TH ST. SW 14TH ST. SW 2ND ST. S. 12TH ST. S. 25TH ST. S. 38TH ST. S. 54TH ST. S. 68TH ST. S. 82ND ST. S. 96TH ST. S. 110TH ST. S. 120TH ST. S. 134TH ST. S. 148TH ST. S. 162ND ST. S. 176TH ST. S. 190TH ST.

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

Bid Information		Contact Information		Ship to Information
Bid Creator	Robert Walla Purchasing Agent	Address	Purchasing\City & County 440 S. 8th St. Lincoln, NE 68508	Address
Email	rwalla@lincoln.ne.gov	Contact	Robert Walla - Purchasing Agent	Contact
Phone	1 (402) 441-8309 x			Department
Fax	1 (402) 441-6513 x			Building
Bid Number	18-106	Department		Floor/Room
Title	CULVERT MAINTENANCE 2018 (PHASE II) PROJECT NO. 18-05 (Co. Engineer)	Building		Telephone
Bid Type	Bid	Floor/Room		Fax
Issue Date	4/18/2018 12:38 PM (CT)	Telephone	(402) 441-8309 x	Email
Close Date	5/9/2018 12:00:00 PM (CT)	Fax		
		Email	rwalla@lincoln.ne.gov	

## Supplier Information

Company	Yost Excavating, Inc.
Address	380 S. 66th RD  Nebraska City, NE 68410
Contact	Todd Yost
Department	
Building	
Floor/Room	
Telephone	(402) 209-1098
Fax	(402) 873-5837
Email	jill.yost@hotmail.com
Submitted	5/8/2018 06:39:52 PM (CT)
Total	\$611,915.82

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

Signature Todd Yost Email todd\_yost@hotmail.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
5/9/2018 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	Specifications	I acknowledge reading and understanding the specifications.	Yes
6	Drawings	I acknowledge reading and understanding the Project Drawings.	Yes
7	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
8	Project Schedule Form	I have attached my Project Schedule Form to this bid.	Yes
9	Barricade and Detour Plans	I acknowledge reading and understanding the Barricade Plans and Detour Plans.	Yes
10	Sample Contract	I acknowledge reading and understanding the Contract Agreement Forms.	Yes
11	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

12	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
13	Tax Assessment Form	I acknowledge reading and understanding the Tax Assessment Form will be required with the contract.	Yes
14	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.
15	Project Dates	The Contractor agrees that the Work in this Contract shall commence on June 11, 2018 (or upon notice to proceed by the County) and shall be completed on or before October 26, 2018. This project will be considered a calendar day project.	Yes
16	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
17	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
18	Recycling of Corrugated Cardboard	I acknowledge that I must comply with the City of Lincoln recycling regulations which includes a ban of all corrugated cardboard from the City Landfill effective April 1, 2018. Vendors are encouraged to utilize recycling sites located throughout the city of Lincoln to dispose of corrugated cardboard.	Yes
19	Contact	Name of person submitting this bid:	Todd Yost
20	Electronic Signature	Please check here for your electronic signature.	Yes

Is your company legally considered an Individual or Sole Proprietor: YES or NO no

As a Vendor who is legally considered an Individual or a Sole Proprietor I hereby understand and agree to comply with the requirements of the United States Citizenship Attestation Form, available at:  
<http://www.sos.ne.gov/business/notary/citizenforminfo.html>

All awarded Vendors who are legally considered an Individual or a Sole Proprietor must complete the form and submit it with contract documents at time of execution.

If a Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

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

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## Line Items

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#	Qty	UOM	Description	Response
1	1	Lump Sum	"Culvert Maintenance 2018 (Phase II) Project No. 18-05 - Part I (C-178)" -- Total Lump Sum attached spreadsheet.	\$30,583.63
		Item Notes:	Fill out the itemized Excel spreadsheet attached below. Attach completed spreadsheet on the 'Response Attachments' of your response.	
		Supplier Notes:		
2	1	Lump Sum	"Culvert Maintenance 2018 (Phase II) Project No. 18-05 - Part II (C-179)" -- Total Lump Sum of attached spreadsheet.	\$59,230.00
		Item Notes:	Fill out the itemized Excel spreadsheet attached below. Attach completed spreadsheet on the 'Response Attachments' of your response.	
		Supplier Notes:		
3	1	Lump Sum	"Culvert Maintenance 2018 (Phase II) Project No. 18-05 - Part III (M-171)" -- Total Lump Sum of attached spreadsheet.	\$24,447.00
		Item Notes:	Fill out the itemized Excel spreadsheet attached below. Attach completed spreadsheet on the 'Response Attachments' of your response.	
		Supplier Notes:		
4	1	Lump Sum	"Culvert Maintenance 2018 (Phase II) Project No. 18-05 - Part IV (S-135)" -- Total Lump Sum attached spreadsheet.	\$45,378.45
		Item Notes:	Fill out the itemized Excel spreadsheet attached below. Attach completed spreadsheet on the 'Response Attachments' of your response.	
		Supplier Notes:		
5	1	Lump Sum	"Culvert Maintenance 2018 (Phase II) Project No. 18-05 - Part V (S-136)" -- Total Lump Sum of attached spreadsheet.	\$21,678.02
		Item Notes:	Fill out the itemized Excel spreadsheet attached below. Attach completed spreadsheet on the 'Response Attachments' of your response.	
		Supplier Notes:		
6	1	Lump Sum	"Culvert Maintenance 2018 (Phase II) Project No. 18-05 - Part VI (S-143)" -- Total Lump Sum of attached spreadsheet.	\$58,115.79
		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 "Culvert Maintenance 2018 (Phase II) Project No. 18-05 - Part VII (S-144)" -- Total Lump Sum of attached spreadsheet. \$40,606.00

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 "Culvert Maintenance 2018 (Phase II) Project No. 18-05 - Part VIII (S-146)" -- Total Lump Sum of attached spreadsheet. \$69,883.20

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 "Culvert Maintenance 2018 (Phase II) Project No. 18-05 - Part IX (S-147)" -- Total Lump Sum of attached spreadsheet. \$58,818.10

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 "Culvert Maintenance 2018 (Phase II) Project No. 18-05 - Part X (S-161)" -- Total Lump Sum of attached spreadsheet. \$22,463.20

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

Supplier Notes:

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11 1 Lump Sum "Culvert Maintenance 2018 (Phase II) Project No. 18-05 - Part XI (S-280)" -- Total Lump Sum of attached spreadsheet. \$24,000.05

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

Supplier Notes:

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12 1 Lump Sum "Culvert Maintenance 2018 (Phase II) Project No. 18-05 - Part XII (U-51)" -- Total Lump Sum of attached spreadsheet. \$55,743.65

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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13	1	Lump Sum	"Culvert Maintenance 2018 (Phase II) Project No. 18-05 - Part XIII (U-52)" -- Total Lump Sum of attached spreadsheet.	\$35,397.88
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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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14	1	Lump Sum	"Culvert Maintenance 2018 (Phase II) Project No. 18-05 - Part XIV (U-155)" -- Total Lump Sum of attached spreadsheet.	\$43,281.40
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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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15	1	Lump Sum	"Culvert Maintenance 2018 (Phase II) Project No. 18-05 - Part XV (U-171)" -- Total Lump Sum of attached spreadsheet.	\$22,289.45
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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:				\$611,915.82
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Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
	<b>Culvert Maintenance 2018 (Phase II) Project No. 18-05 - Part I (C-178)</b>				
	<b>Group 1 - Grading</b>				
1	General Clearing And Grubbing	1.00	Lump Sum	\$1,000.00	\$1,000.00
2	Earthwork Measured in Embankment	628.00	Cu.Yds.	\$13.50	\$8,478.00
3	Rock RipRap, Type B	28.00	Ton	\$46.00	\$1,288.00
4	Water	3.40	M.Gal	\$100.00	\$340.00
5	Crushed Rock Surface Course	74.00	Ton	\$31.50	\$2,331.00
6	Incorporating Crushed Rock Surfacing	2.50	Station	\$600.00	\$1,500.00
7	Salvaging and Placing Topsoil	1,082.00	Sq.Yds.	\$0.90	\$973.80
	<b>Total Group 1 =</b>				\$15,910.80
	<b>Group 4 - Culverts</b>				
8	Excavation For Pipe, Pipe-Arch Culverts And Headwalls	295.00	Cu.Yds.	\$4.50	\$1,327.50
9	Class 47B-3000 Concrete For Headwalls	0.90	Cu.Yds.	\$2,210.00	\$1,989.00
10	Reinforcing Steel For Headwalls	52.00	Lbs.	\$3.00	\$156.00
11	30" Culvert Pipe, Type 3	95.00	Lin. Ft.	\$52.33	\$4,971.35
12	Rental Of Crawler-Mounted Hydraulic Excavator, Fully Operated	4.00	Hour	\$140.00	\$560.00
13	Rental Of Front End Loader, Fully Operated	4.00	Hour	\$140.00	\$560.00
14	Rental Of Skid Loader, Fully Operated	4.00	Hour	\$95.00	\$380.00
15	Rental of Dump Truck, Fully Operated	4.00	Hour	\$95.00	\$380.00
	<b>Total Group 4 =</b>				\$10,323.85
	<b>Group 5 - Landscaping</b>				
16	Erosion Control, Class 1D	1,082.00	Sq.Yds.	\$1.55	\$1,677.10
17	Fabric Silt Fence, High Porosity	17.50	Lin. Ft.	\$3.25	\$56.88
18	Fabric Silt Fence, Low Porosity	112.00	Lin. Ft.	\$3.00	\$336.00
19	Erosion Checks, Type "Wattle"	48.00	Lin. Ft.	\$4.50	\$216.00
	<b>Total Group 5 =</b>				\$2,285.98
	<b>Group 10 - General</b>				
20	Barricade, Type III	143.00	BarrDay	\$3.00	\$429.00
21	Construction Signs	78.00	SignDay	\$3.00	\$234.00
22	Mobilization (Part I)	1.00	Lump Sum	\$1,400.00	\$1,400.00
	<b>Total Group 10 =</b>				\$2,063.00
	<b>Total All Groups =</b>				\$30,583.63

Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
	<b>Culvert Maintenance 2018 (Phase II) Project No. 18-05 - Part II (C-179)</b>				
	<b>Group 1 - Grading</b>				
1	General Clearing And Grubbing	1.00	Lump Sum	\$800.00	\$800.00
2	Large Tree Removal	2.00	Each	\$350.00	\$700.00
3	Earthwork Measured In Embankment	859.00	Cu.Yds.	\$13.50	\$11,596.50
4	Rock RipRap, Type B	100.00	Ton	\$46.00	\$4,600.00
5	Water	4.60	M.Gal	\$100.00	\$460.00
6	Crushed Rock Surface Course	64.00	Ton	\$31.50	\$2,016.00
7	Incorporating Crushed Rock Surfacing	2.50	Station	\$600.00	\$1,500.00
8	Salvaging and Placing Topsoil	1,380.00	Sq.Yds.	\$0.90	\$1,242.00
	<b>Total Group 1 =</b>				\$22,914.50
	<b>Group 4 - Culverts</b>				
9	Remove Structure at 36+74.3	1.00	Each	\$250.00	\$250.00
10	Excavation For Pipe, Pipe-Arch Culverts And Headwalls	74.00	Cu.Yds.	\$6.00	\$444.00
11	Class 47B-3000 Concrete For Headwalls	4.41	Cu.Yds.	\$950.00	\$4,189.50
12	Reinforcing Steel For Headwalls	452.00	Lbs.	\$3.00	\$1,356.00
13	60" Culvert Pipe, Type 3	160.00	Lin. Ft.	\$142.00	\$22,720.00
14	Rental Of Crawler-Mounted Hydraulic Excavator, Fully Operated	4.00	Hour	\$140.00	\$560.00
15	Rental Of Front End Loader, Fully Operated	4.00	Hour	\$140.00	\$560.00
16	Rental Of Skid Loader, Fully Operated	4.00	Hour	\$95.00	\$380.00
17	Rental of Dump Truck, Fully Operated	4.00	Hour	\$95.00	\$380.00
	<b>Total Group 4 =</b>				\$30,839.50
	<b>Group 5 - Landscaping</b>				
18	Erosion Control, Class 1D	1,380.00	Sq.Yds.	\$1.55	\$2,139.00
19	Fabric Silt Fence, High Porosity	32.00	Lin. Ft.	\$3.25	\$104.00
20	Fabric Silt Fence, Low Porosity	140.00	Lin. Ft.	\$3.00	\$420.00
21	Erosion Checks, Type "Wattle"	22.00	Lin. Ft.	\$5.50	\$121.00
	<b>Total Group 5 =</b>				\$2,784.00
	<b>Group 10 - General</b>				
22	Barricade, Type III	209.00	BarrDay	\$4.00	\$836.00
23	Construction Signs	114.00	SignDay	\$4.00	\$456.00
24	Mobilization (Part II)	1.00	Lump Sum	\$1,400.00	\$1,400.00
	<b>Total Group 10 =</b>				\$2,692.00
	<b>Total All Groups =</b>				\$59,230.00

Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
	<b>Culvert Maintenance 2018 (Phase II)</b>				
	<b>Project No. 18-05 - Part III (M-171)</b>				
	<b>Group 1 - Grading</b>				
1	General Clearing And Grubbing	1.00	Lump Sum	\$700.00	\$700.00
2	Excavation (Established Quantity)	8.00	Cu.Yds.	\$15.00	\$120.00
3	Salvaging and Placing Topsoil	1,040.00	Sq.Yds.	\$0.90	\$936.00
	<b>Total Group 1 =</b>				\$1,756.00
	<b>Group 4 - Culverts</b>				
4	Excavation For Pipe, Pipe-Arch Culverts And Headwalls	115.00	Cu.Yds.	\$10.00	\$1,150.00
5	30" Culvert Pipe, Type 7	76.00	Lin. Ft.	\$50.00	\$3,800.00
6	Rental Of Crawler-Mounted Hydraulic Excavator, Fully Operated	4.00	Hour	\$140.00	\$560.00
7	Rental Of Front End Loader, Fully Operated	4.00	Hour	\$140.00	\$560.00
8	Rental Of Skid Loader, Fully Operated	4.00	Hour	\$95.00	\$380.00
9	Rental of Dump Truck, Fully Operated	4.00	Hour	\$95.00	\$380.00
	<b>Total Group 4 =</b>				\$6,830.00
	<b>Group 5 - Landscaping</b>				
10	Erosion Control, Class 1D	1,040.00	Sq.Yds.	\$1.55	\$1,612.00
11	Fabric Silt Fence, High Porosity	20.00	Lin. Ft.	\$1.55	\$31.00
12	Fabric Silt Fence, Low Porosity	440.00	Lin. Ft.	\$0.00	\$0.00
	<b>Total Group 5 =</b>				\$1,643.00
	<b>Group 9 - Bituminous</b>				
13	Saw Cut Pavement	48.00	Lin. Ft.	\$5.00	\$240.00
14	Remove Existing Pavement	40.00	Sq.Yds.	\$9.00	\$360.00
15	9" Asphaltic Concrete, Type SPR	20.00	Ton	\$188.00	\$3,760.00
	<b>Total Group 9 =</b>				\$4,360.00
	<b>Group 10 - General</b>				
16	Changeable Message Sign	42.00	Day	\$127.00	\$5,334.00
17	Barricade, Type III	273.00	BarrDay	\$3.00	\$819.00
18	Construction Signs	735.00	SignDay	\$3.00	\$2,205.00
19	Mobilization (Part III)	1.00	Lump Sum	\$1,500.00	\$1,500.00
	<b>Total Group 10 =</b>				\$9,858.00
	<b>Total All Groups =</b>				\$24,447.00

Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
	<b>Culvert Maintenance 2018 (Phase II) Project No. 18-05 - Part IV (S-135)</b>				
	<b>Group 1 - Grading</b>				
1	General Clearing And Grubbing	1.00	Lump Sum	\$1,000.00	\$1,000.00
2	Earthwork Measured In Embankment	18.00	Cu.Yds.	\$13.50	\$243.00
3	Rock RipRap, Type B	38.00	Ton	\$44.00	\$1,672.00
4	Water	0.10	M.Gal	\$100.00	\$10.00
5	Salvaging and Placing Topsoil	208.00	Sq.Yds.	\$0.90	\$187.20
	<b>Total Group 1 =</b>				\$3,112.20
	<b>Group 4 - Culverts</b>				
6	Remove Flared End Section	1.00	Each	\$300.00	\$300.00
7	Excavation For Pipe, Pipe-Arch Culverts And Headwalls	243.00	Cu.Yds.	\$4.00	\$972.00
8	Class 47B-3000 Concrete For Headwalls	1.15	Cu.Yds.	\$1,868.00	\$2,148.20
9	Reinforcing Steel For Headwalls	71.00	Lbs.	\$3.00	\$213.00
10	36" Pipe Culvert, Type 3	130.00	Lin. Ft.	\$55.73	\$7,244.90
11	Rental Of Crawler-Mounted Hydraulic Excavator, Fully Operated	4.00	Hour	\$140.00	\$560.00
12	Rental Of Front End Loader, Fully Operated	4.00	Hour	\$140.00	\$560.00
13	Rental Of Skid Loader, Fully Operated	4.00	Hour	\$95.00	\$380.00
14	Rental of Dump Truck, Fully Operated	4.00	Hour	\$95.00	\$380.00
	<b>Total Group 4 =</b>				\$12,758.10
	<b>Group 5 - Landscaping</b>				
15	Erosion Control, Class 1D	208.00	Sq.Yds.	\$1.55	\$322.40
16	Fabric Silt Fence, High Porosity	19.00	Lin. Ft.	\$3.25	\$61.75
17	Erosion Checks, Type "Wattle"	19.00	Lin. Ft.	\$3.00	\$57.00
	<b>Total Group 5 =</b>				\$441.15
	<b>Group 9 - Bituminous</b>				
18	Saw Cut Pavement	149.00	Lin. Ft.	\$5.00	\$745.00
19	Remove Existing Pavement	282.00	Sq.Yds.	\$7.00	\$1,974.00
20	8" Asphaltic Concrete, Type SPR	124.00	Ton	\$188.00	\$23,312.00
	<b>Total Group 9 =</b>				\$26,031.00
	<b>Group 10 - General</b>				
21	Barricade, Type III	272.00	BarrDay	\$3.00	\$816.00
22	Construction Signs	240.00	SignDay	\$3.00	\$720.00
23	Mobilization (Part IV)	1.00	Lump Sum	\$1,500.00	\$1,500.00
	<b>Total Group 10 =</b>				\$3,036.00
	<b>Total All Groups =</b>				\$45,378.45

Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
	<b>Culvert Maintenance 2018 (Phase II) Project No. 18-05 - Part V (S-136)</b>				
	<b>Group 1 - Grading</b>				
1	General Clearing And Grubbing	1.00	Lump Sum	\$300.00	\$300.00
2	Large Tree Removal	3.00	Each	\$350.00	\$1,050.00
3	Earthwork Measured In Embankment	400.00	Cu.Yds.	\$13.50	\$5,400.00
4	Rock RipRap, Type B	18.00	Ton	\$44.00	\$792.00
5	Water	2.10	M.Gal	\$100.00	\$210.00
6	Salvaging and Placing Topsoil	1,280.00	Sq.Yds.	\$0.90	\$1,152.00
	<b>Total Group 1 =</b>				\$8,904.00
	<b>Group 4 - Culverts</b>				
7	Remove Flared End Section	1.00	Each	\$250.00	\$250.00
8	Excavation For Pipe, Pipe-Arch Culverts And Headwalls	182.00	Cu.Yds.	\$4.00	\$728.00
9	Class 47B-3000 Concrete For Headwalls	0.67	Cu.Yds.	\$1,868.00	\$1,251.56
10	Reinforcing Steel For Headwalls	41.00	Lbs.	\$3.00	\$123.00
11	24" Culvert Pipe, Type 3	87.00	Lin. Ft.	\$35.58	\$3,095.46
12	Rental Of Crawler-Mounted Hydraulic Excavator, Fully Operated	4.00	Hour	\$140.00	\$560.00
13	Rental Of Front End Loader, Fully Operated	4.00	Hour	\$140.00	\$560.00
14	Rental Of Skid Loader, Fully Operated	4.00	Hour	\$95.00	\$380.00
15	Rental of Dump Truck, Fully Operated	4.00	Hour	\$95.00	\$380.00
	<b>Total Group 4 =</b>				\$7,328.02
	<b>Group 5 - Landscaping</b>				
16	Erosion Control, Class 1D	1,280.00	Sq.Yds.	\$1.55	\$1,984.00
17	Fabric Silt Fence, High Porosity	16.00	Lin. Ft.	\$3.25	\$52.00
18	Fabric Silt Fence, Low Porosity	156.00	Lin. Ft.	\$3.00	\$468.00
19	Erosion Checks, Type "Wattle"	48.00	Lin. Ft.	\$5.50	\$264.00
	<b>Total Group 5 =</b>				\$2,768.00
	<b>Group 9 - Bituminous</b>				
20	Saw Cut Pavement	48.00	Lin. Ft.	\$5.00	\$240.00
21	Remove Existing Pavement	51.00	Sq.Yds.	\$7.00	\$357.00
22	8" Asphaltic Concrete, Type SPR	22.10	Ton	\$0.00	\$0.00
	<b>Total Group 9 =</b>				\$597.00
	<b>Group 10 - General</b>				
23	Barricade, Type III	289.00	BarrDay	\$3.00	\$867.00
24	Construction Signs	238.00	SignDay	\$3.00	\$714.00
25	Mobilization (Part V)	1.00	Lump Sum	\$500.00	\$500.00
	<b>Total Group 10 =</b>				\$2,081.00
	<b>Total All Groups =</b>				\$21,678.02

Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
	<b>Culvert Maintenance 2018 (Phase II) Project No. 18-05 - Part VI (S-143)</b>				
	<b>Group 1 - Grading</b>				
1	General Clearing And Grubbing	1.00	Lump Sum	\$650.00	\$650.00
2	Large Tree Removal	2.00	Each	\$450.00	\$900.00
3	Earthwork Measured In Embankment	665.00	Cu.Yds.	\$13.50	\$8,977.50
4	Rock RipRap, Type B	145.00	Ton	\$43.75	\$6,343.75
5	Water	3.60	M.Gal	\$100.00	\$360.00
6	Salvaging and Placing Topsoil	1,166.00	Sq.Yds.	\$0.90	\$1,049.40
	<b>Total Group 1 =</b>				\$18,280.65
	<b>Group 4 - Culverts</b>				
7	Excavation For Pipe, Pipe-Arch Culverts And Headwalls	433.00	Cu.Yds.	\$5.00	\$2,165.00
8	Class 47B-3000 Concrete For Headwalls	4.34	Cu.Yds.	\$1,100.00	\$4,774.00
9	Reinforcing Steel For Headwalls	385.00	Lbs.	\$3.00	\$1,155.00
10	72" Culvert Pipe, Type 3	92.00	Lin. Ft.	\$173.77	\$15,986.84
11	Rental Of Crawler-Mounted Hydraulic Excavator, Fully Operated	4.00	Hour	\$140.00	\$560.00
12	Rental Of Front End Loader, Fully Operated	4.00	Hour	\$140.00	\$560.00
13	Rental Of Skid Loader, Fully Operated	4.00	Hour	\$95.00	\$380.00
14	Rental of Dump Truck, Fully Operated	4.00	Hour	\$95.00	\$380.00
	<b>Total Group 4 =</b>				\$25,960.84
	<b>Group 5 - Landscaping</b>				
15	Erosion Control, Class 1D	1,166.00	Sq.Yds.	\$1.55	\$1,807.30
16	Fabric Silt Fence, High Porosity	28.00	Lin. Ft.	\$3.25	\$91.00
17	Fabric Silt Fence, Low Porosity	182.00	Lin. Ft.	\$3.00	\$546.00
18	Erosion Checks, Type "Wattle"	18.00	Lin. Ft.	\$5.50	\$99.00
	<b>Total Group 5 =</b>				\$2,543.30
	<b>Group 9 - Bituminous</b>				
19	Saw Cut Pavement	45.00	Lin. Ft.	\$5.00	\$225.00
20	Remove Existing Pavement	96.00	Sq.Yds.	\$6.50	\$624.00
21	8" Asphaltic Concrete, Type SPR	42.00	Ton	\$188.00	\$7,896.00
	<b>Total Group 9 =</b>				\$8,745.00
	<b>Group 10 - General</b>				
22	Barricade, Type III	231.00	BarrDay	\$3.00	\$693.00
23	Construction Signs	231.00	SignDay	\$3.00	\$693.00
24	Mobilization (Part VI)	1.00	Lump Sum	\$1,200.00	\$1,200.00
	<b>Total Group 10 =</b>				\$2,586.00
	<b>Total All Groups =</b>				\$58,115.79



Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
Culvert Maintenance 2018 (Phase II) Project No. 18-05 - Part VII (S-144)					
<b>Group 1 - Grading</b>					
1	General Clearing And Grubbing	1.00	Lump Sum	\$650.00	\$650.00
2	Earthwork Measured in Embankment	548.00	Cu. Yds.	\$13.50	\$7,398.00
3	Rock RipRap, Type B	101.00	Ton	\$42.50	\$4,292.50
4	Water	3.00	M. Gal	\$100.00	\$300.00
5	Salvaging and Placing Topsoil	1,150.00	Sq. Yds.	\$0.90	\$1,035.00
<b>Total Group 1 =</b>					
\$13,675.50					
<b>Group 4 - Culverts</b>					
6	Remove Flared End Section	1.00	Each	\$250.00	\$250.00
7	Excavation For Pipe, Pipe-Arch Culverts And Headwalls	255.00	Cu. Yds.	\$4.50	\$1,147.50
8	Class 47B-3000 Concrete For Headwalls	2.32	Cu. Yds.	\$1,200.00	\$2,784.00
9	Reinforcing Steel For Headwalls	201.00	Lbs.	\$3.00	\$603.00
10	48" Culvert Pipe, Type 3	90.00	Lin. Ft.	\$93.00	\$8,370.00
11	Rental Of Crawler-Mounted Hydraulic Excavator, Fully Operated	4.00	Hour	\$140.00	\$560.00
12	Rental Of Front End Loader, Fully Operated	4.00	Hour	\$140.00	\$560.00
13	Rental Of Skid Loader, Fully Operated	4.00	Hour	\$95.00	\$380.00
14	Rental of Dump Truck, Fully Operated	4.00	Hour	\$95.00	\$380.00
<b>Total Group 4 =</b>					
\$15,034.50					
<b>Group 5 - Landscaping</b>					
15	Erosion Control, Class 1D	1,150.00	Sq. Yds.	\$1.55	\$1,782.50
16	Fabric Silt Fence, High Porosity	22.00	Lin. Ft.	\$3.25	\$71.50
17	Fabric Silt Fence, Low Porosity	138.00	Lin. Ft.	\$3.00	\$414.00
18	Erosion Checks, Type "Wattle"	12.00	Lin. Ft.	\$5.50	\$66.00
<b>Total Group 5 =</b>					
\$2,334.00					
<b>Group 9 - Bituminous</b>					
19	Saw Cut Pavement	45.00	Lin. Ft.	\$5.00	\$225.00
20	Remove Existing Pavement	74.00	Sq. Yds.	\$6.50	\$481.00
21	8" Asphaltic Concrete, Type SPR	32.00	Ton	\$188.00	\$6,016.00
<b>Total Group 9 =</b>					
\$6,722.00					
<b>Group 10 - General</b>					
22	Barricade, Type III	200.00	BarDay	\$3.00	\$600.00
23	Construction Signs	280.00	SignDay	\$3.00	\$840.00
24	Mobilization (Part VII)	1.00	Lump Sum	\$1,400.00	\$1,400.00
<b>Total Group 10 =</b>					
\$2,840.00					
<b>Total All Groups =</b>					
\$40,606.00					

Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
	<b>Culvert Maintenance 2018 (Phase II) Project No. 18-05 - Part VIII (S-146)</b>				
	<b>Group 1 - Grading</b>				
1	General Clearing And Grubbing	1.00	Lump Sum	\$850.00	\$850.00
2	Large Tree Removal	3.00	Each	\$350.00	\$1,050.00
3	Earthwork Measured In Embankment	1,485.00	Cu.Yds.	\$13.50	\$20,047.50
4	Rock RipRap, Type B	70.00	Ton	\$42.75	\$2,992.50
5	Water	5.90	M.Gal	\$100.00	\$590.00
6	Salvaging and Placing Topsoil	1,776.00	Sq. Yds.	\$0.90	\$1,598.40
	<b>Total Group 1 =</b>				\$27,128.40
	<b>Group 4 - Culverts</b>				
7	Excavation For Pipe, Pipe-Arch Culverts And Headwalls	817.00	Cu.Yds.	\$4.00	\$3,268.00
8	Class 47B-3000 Concrete For Headwalls	2.38	Cu.Yds.	\$1,200.00	\$2,856.00
9	Reinforcing Steel For Headwalls	207.00	Lbs.	\$3.00	\$621.00
10	48" Culvert Pipe, Type 3	140.00	Lin. Ft.	\$88.00	\$12,320.00
11	Rental Of Crawler-Mounted Hydraulic Excavator, Fully Operated	4.00	Hour	\$140.00	\$560.00
12	Rental Of Front End Loader, Fully Operated	4.00	Hour	\$140.00	\$560.00
13	Rental Of Skid Loader, Fully Operated	4.00	Hour	\$95.00	\$380.00
14	Rental of Dump Truck, Fully Operated	4.00	Hour	\$95.00	\$380.00
	<b>Total Group 4 =</b>				\$20,945.00
	<b>Group 5 - Landscaping</b>				
15	Erosion Control, Class 1D	1,776.00	Sq.Yds.	\$1.55	\$2,752.80
16	Fabric Silt Fence, High Porosity	22.00	Lin. Ft.	\$3.25	\$71.50
17	Fabric Silt Fence, Low Porosity	313.00	Lin. Ft.	\$3.00	\$939.00
18	Erosion Checks, Type "Wattle"	12.00	Lin. Ft.	\$5.50	\$66.00
	<b>Total Group 5 =</b>				\$3,829.30
	<b>Group 9 - Bituminous</b>				
19	Saw Cut Pavement	45.00	Lin. Ft.	\$5.00	\$225.00
20	Remove Existing Pavement	157.00	Sq.Yds.	\$6.50	\$1,020.50
21	8" Asphaltic Concrete, Type SPR	70.00	Ton	\$188.00	\$13,160.00
	<b>Total Group 9 =</b>				\$14,405.50
	<b>Group 10 - General</b>				
22	Barricade, Type III	275.00	BarrDay	\$3.00	\$825.00
23	Construction Signs	450.00	SignDay	\$3.00	\$1,350.00
24	Mobilization (Part VIII)	1.00	Lump Sum	\$1,400.00	\$1,400.00
	<b>Total Group 10 =</b>				\$3,575.00
	<b>Total All Groups =</b>				\$69,883.20

Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
	<b>Culvert Maintenance 2018 (Phase II)</b>				
	<b>Project No. 18-05 - Part IX (S-147)</b>				
	<b>Group 1 - Grading</b>				
1	General Clearing And Grubbing	1.00	Lump Sum	\$1,200.00	\$1,200.00
2	Earthwork Measured In Embankment	1,354.00	Cu.Yds.	\$13.50	\$18,279.00
3	Rock RipRap, Type B	63.00	Ton	\$44.50	\$2,803.50
4	Water	7.30	M.Gal	\$100.00	\$730.00
5	Salvaging and Placing Topsoil	1,548.00	Sq.Yds.	\$0.90	\$1,393.20
	<b>Total Group 1 =</b>				\$24,405.70
	<b>Group 4 - Culverts</b>				
6	Excavation For Pipe, Pipe-Arch Culverts And Headwalls	456.00	Cu.Yds.	\$4.50	\$2,052.00
7	Class 47B-3000 Concrete For Headwalls	1.92	Cu.Yds.	\$1,500.00	\$2,880.00
8	Reinforcing Steel For Headwalls	172.00	Lbs.	\$3.00	\$516.00
9	42" Culvert Pipe, Type 3	122.00	Lin. Ft.	\$79.00	\$9,638.00
10	Rental Of Crawler-Mounted Hydraulic Excavator, Fully Operated	4.00	Hour	\$140.00	\$560.00
11	Rental Of Front End Loader, Fully Operated	4.00	Hour	\$140.00	\$560.00
12	Rental Of Skid Loader, Fully Operated	4.00	Hour	\$95.00	\$380.00
13	Rental of Dump Truck, Fully Operated	4.00	Hour	\$95.00	\$380.00
	<b>Total Group 4 =</b>				\$16,966.00
	<b>Group 5 - Landscaping</b>				
14	Erosion Control, Class 1D	1,548.00	Sq.Yds.	\$1.55	\$2,399.40
15	Fabric Silt Fence, High Porosity	20.00	Lin. Ft.	\$3.25	\$65.00
16	Fabric Silt Fence, Low Porosity	114.00	Lin. Ft.	\$3.00	\$342.00
17	Erosion Checks, Type "Wattle"	12.00	Lin. Ft.	\$5.50	\$66.00
	<b>Total Group 5 =</b>				\$2,872.40
	<b>Group 9 - Bituminous</b>				
18	Saw Cut Pavement	45.00	Lin. Ft.	\$5.00	\$225.00
19	Remove Existing Pavement	122.00	Sq.Yds.	\$6.50	\$793.00
20	8" Asphaltic Concrete, Type SPR	55.00	Ton	\$188.00	\$10,340.00
	<b>Total Group 9 =</b>				\$11,358.00
	<b>Group 10 - General</b>				
21	Barricade, Type III	252.00	BarrDay	\$3.00	\$756.00
22	Construction Signs	420.00	SignDay	\$3.00	\$1,260.00
23	Mobilization (Part IX)	1.00	Lump Sum	\$1,200.00	\$1,200.00
	<b>Total Group 10 =</b>				\$3,216.00
	<b>Total All Groups =</b>				\$58,818.10

Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
	<b>Culvert Maintenance 2018 (Phase II) Project No. 18-05 - Part X (S-161)</b>				
	<b>Group 1 - Grading</b>				
1	General Clearing And Grubbing	1.00	Lump Sum	\$450.00	\$450.00
2	Earthwork Measured in Embankment	168.00	Cu.Yds.	\$11.50	\$1,932.00
3	Water	1.00	M.Gal	\$100.00	\$100.00
4	Salvaging and Placing Topsoil	751.00	Sq.Yds.	\$0.90	\$675.90
	<b>Total Group 1 =</b>				\$3,157.90
	<b>Group 4 - Culverts</b>				
5	Excavation For Pipe, Pipe-Arch Culverts And Headwalls	57.00	Cu.Yds.	\$4.50	\$256.50
6	Class 47B-3000 Concrete For Headwalls	1.15	Cu.Yds.	\$2,100.00	\$2,415.00
7	Reinforcing Steel For Headwalls	71.00	Lbs.	\$3.00	\$213.00
8	36" Culvert Pipe, Type 3	56.00	Lin. Ft.	\$56.00	\$3,136.00
9	Rental Of Crawler-Mounted Hydraulic Excavator, Fully Operated	4.00	Hour	\$140.00	\$560.00
10	Rental Of Front End Loader, Fully Operated	4.00	Hour	\$140.00	\$560.00
11	Rental Of Skid Loader, Fully Operated	4.00	Hour	\$95.00	\$380.00
12	Rental of Dump Truck, Fully Operated	4.00	Hour	\$95.00	\$380.00
	<b>Total Group 4 =</b>				\$7,900.50
	<b>Group 5 - Landscaping</b>				
13	Erosion Control, Class 1D	751.00	Sq.Yds.	\$1.55	\$1,164.05
14	Erosion Control , Class 2C	42.00	Sq.Yds.	\$11.50	\$483.00
15	Fabric Silt Fence, High Porosity	19.00	Lin. Ft.	\$3.25	\$61.75
16	Fabric Silt Fence, Low Porosity	60.00	Lin. Ft.	\$3.00	\$180.00
17	Erosion Checks, Type "Wattle"	48.00	Lin. Ft.	\$5.50	\$264.00
	<b>Total Group 5 =</b>				\$2,152.80
	<b>Group 9 - Bituminous</b>				
18	Saw Cut Pavement	44.00	Lin. Ft.	\$5.00	\$220.00
19	Remove Existing Pavement	73.00	Sq.Yds.	\$7.00	\$511.00
20	8" Asphaltic Concrete, Type SPR	32.00	Ton	\$188.00	\$6,016.00
	<b>Total Group 9 =</b>				\$6,747.00
	<b>Group 10 - General</b>				
21	Barricade, Type III	165.00	BarrDay	\$3.00	\$495.00
22	Construction Signs	270.00	SignDay	\$3.00	\$810.00
23	Mobilization (Part X)	1.00	Lump Sum	\$1,200.00	\$1,200.00
	<b>Total Group 10 =</b>				\$2,505.00
	<b>Total All Groups =</b>				\$22,463.20

Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
	<b>Culvert Maintenance 2018 (Phase II) Project No. 18-05 - Part XI (S-280)</b>				
	<b>Group 1 - Grading</b>				
1	General Clearing And Grubbing	1.00	Lump Sum	\$500.00	\$500.00
2	Earthwork Measured In Embankment	83.00	Cu.Yds.	\$13.50	\$1,120.50
3	Rock RipRap, Type B	27.00	Ton	\$42.50	\$1,147.50
4	Water	0.50	M.Gal	\$100.00	\$50.00
5	Salvaging and Placing Topsoil	1,044.00	Sq.Yds.	\$0.90	\$939.60
	<b>Total Group 1 =</b>				\$3,757.60
	<b>Group 4 - Culverts</b>				
6	Excavation For Pipe, Pipe-Arch Culverts And Headwalls	92.00	Cu.Yds.	\$4.50	\$414.00
7	Class 47B-3000 Concrete For Headwalls	0.74	Cu.Yds.	\$2,100.00	\$1,554.00
8	Reinforcing Steel For Headwalls	54.00	Lbs.	\$3.00	\$162.00
9	30" Round Equivalent Culvert Pipe, Type 3	66.00	Lin. Ft.	\$47.00	\$3,102.00
10	Rental Of Crawler-Mounted Hydraulic Excavator, Fully Operated	4.00	Hour	\$140.00	\$560.00
11	Rental Of Front End Loader, Fully Operated	4.00	Hour	\$140.00	\$560.00
12	Rental Of Skid Loader, Fully Operated	4.00	Hour	\$95.00	\$380.00
13	Rental of Dump Truck, Fully Operated	4.00	Hour	\$95.00	\$380.00
	<b>Total Group 4 =</b>				\$7,112.00
	<b>Group 5 - Landscaping</b>				
14	Erosion Control, Class 1D	1,044.00	Sq.Yds.	\$1.55	\$1,618.20
15	Fabric Silt Fence, High Porosity	17.00	Lin. Ft.	\$3.25	\$55.25
16	Fabric Silt Fence, Low Porosity	103.00	Lin. Ft.	\$3.00	\$309.00
17	Erosion Checks, Type "Wattle"	24.00	Lin. Ft.	\$5.50	\$132.00
	<b>Total Group 5 =</b>				\$2,114.45
	<b>Group 9 - Bituminous</b>				
18	Saw Cut Pavement	44.00	Lin. Ft.	\$5.00	\$220.00
19	Remove Existing Pavement	98.00	Sq.Yds.	\$6.00	\$588.00
20	8" Asphaltic Concrete, Type SPR	43.00	Ton	\$188.00	\$8,084.00
	<b>Total Group 9 =</b>				\$8,892.00
	<b>Group 10 - General</b>				
21	Barricade, Type III	154.00	BarrDay	\$3.00	\$462.00
22	Construction Signs	154.00	SignDay	\$3.00	\$462.00
23	Mobilization (Part XI)	1.00	Lump Sum	\$1,200.00	\$1,200.00
	<b>Total Group 10 =</b>				\$2,124.00
	<b>Total All Groups =</b>				\$24,000.05

Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
	<b>Culvert Maintenance 2018 (Phase II) Project No. 18-05 - Part XII (U-51)</b>				
	<b>Group 1 - Grading</b>				
1	General Clearing And Grubbing	1.00	Lump Sum	\$600.00	\$600.00
2	Earthwork Measured in Embankment	1,071.00	Cu.Yds.	\$13.50	\$14,458.50
3	Rock RipRap, Type B	28.00	Ton	\$50.00	\$1,400.00
4	Water	5.70	M.Gal	\$100.00	\$570.00
5	Salvaging and Placing Topsoil	1,732.00	Sq.Yds.	\$0.90	\$1,558.80
	<b>Total Group 1 =</b>				\$18,587.30
	<b>Group 4 - Culverts</b>				
6	Remove Flared End Section	1.00	Each	\$250.00	\$250.00
7	Excavation For Pipe, Pipe-Arch Culverts And Headwalls	872.00	Cu.Yds.	\$4.00	\$3,488.00
8	Class 47B-3000 Concrete For Headwalls	0.90	Cu.Yds.	\$2,100.00	\$1,890.00
9	Reinforcing Steel For Headwalls	52.00	Lbs.	\$3.00	\$156.00
10	30" Pipe Culvert, Type 3	141.00	Lin. Ft.	\$45.00	\$6,345.00
11	Rental Of Crawler-Mounted Hydraulic Excavator, Fully Operated	4.00	Hour	\$140.00	\$560.00
12	Rental Of Front End Loader, Fully Operated	4.00	Hour	\$140.00	\$560.00
13	Rental Of Skid Loader, Fully Operated	4.00	Hour	\$95.00	\$380.00
14	Rental of Dump Truck, Fully Operated	4.00	Hour	\$95.00	\$380.00
	<b>Total Group 4 =</b>				\$14,009.00
	<b>Group 5 - Landscaping</b>				
15	Erosion Control, Class 1D	1,732.00	Sq.Yds.	\$1.55	\$2,684.60
16	Fabric Silt Fence, High Porosity	17.00	Lin. Ft.	\$3.25	\$55.25
17	Fabric Silt Fence, Low Porosity	109.00	Lin. Ft.	\$3.00	\$327.00
18	Erosion Checks, Type "Wattle"	19.00	Lin. Ft.	\$5.50	\$104.50
	<b>Total Group 5 =</b>				\$3,171.35
	<b>Group 9 - Bituminous</b>				
19	Saw Cut Pavement	48.00	Lin. Ft.	\$5.00	\$240.00
20	Remove Existing Pavement	160.00	Sq.Yds.	\$7.00	\$1,120.00
21	9" Asphaltic Concrete, Type SPR	80.00	Ton	\$188.00	\$15,040.00
	<b>Total Group 9 =</b>				\$16,400.00
	<b>Group 10 - General</b>				
22	Barricade, Type III	286.00	BarrDay	\$3.00	\$858.00
23	Construction Signs	506.00	SignDay	\$3.00	\$1,518.00
24	Mobilization (Part XII)	1.00	Lump Sum	\$1,200.00	\$1,200.00
	<b>Total Group 10 =</b>				\$3,576.00
	<b>Total All Groups =</b>				\$55,743.65

Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
	<b>Culvert Maintenance 2018 (Phase II) Project No. 18-05 - Part XIII (U-52)</b>				
	<b>Group 1 - Grading</b>				
1	General Clearing And Grubbing	1.00	Lump Sum	\$600.00	\$600.00
2	Excavation (Established Quantity)	168.00	Cu.Yds.	\$11.41	\$1,916.88
3	Rock RipRap, Type B	96.00	Ton	\$50.00	\$4,800.00
4	Water	0.40	M.Gal	\$100.00	\$40.00
5	Salvaging and Placing Topsoil	1,275.00	Sq.Yds.	\$0.90	\$1,147.50
	<b>Total Group 1 =</b>				\$8,504.38
	<b>Group 4 - Culverts</b>				
6	Remove Flared End Section	1.00	Each	\$250.00	\$250.00
7	Excavation For Pipe, Pipe-Arch Culverts And Headwalls	114.00	Cu.Yds.	\$4.50	\$513.00
8	Class 47B-3000 Concrete For Headwalls	1.88	Cu.Yds.	\$1,400.00	\$2,632.00
9	Reinforcing Steel For Headwalls	171.00	Lbs.	\$3.00	\$513.00
10	48" Round Equivalent Culvert Pipe, Type 3	74.00	Lin. Ft.	\$94.00	\$6,956.00
11	Rental Of Crawler-Mounted Hydraulic Excavator, Fully Operated	4.00	Hour	\$140.00	\$560.00
12	Rental Of Front End Loader, Fully Operated	4.00	Hour	\$140.00	\$560.00
13	Rental Of Skid Loader, Fully Operated	4.00	Hour	\$95.00	\$380.00
14	Rental of Dump Truck, Fully Operated	4.00	Hour	\$95.00	\$380.00
	<b>Total Group 4 =</b>				\$12,744.00
	<b>Group 5 - Landscaping</b>				
15	Erosion Control, Class 1D	1,275.00	Sq.Yds.	\$1.55	\$1,976.25
16	Fabric Silt Fence, High Porosity	21.00	Lin. Ft.	\$3.25	\$68.25
17	Fabric Silt Fence, Low Porosity	123.00	Lin. Ft.	\$3.00	\$369.00
18	Erosion Checks, Type "Wattle"	96.00	Lin. Ft.	\$5.50	\$528.00
	<b>Total Group 5 =</b>				\$2,941.50
	<b>Group 9 - Bituminous</b>				
19	Saw Cut Pavement	48.00	Lin. Ft.	\$5.00	\$240.00
20	Remove Existing Pavement	80.00	Sq.Yds.	\$6.50	\$520.00
21	9" Asphaltic Concrete, Type SPR	40.00	Ton	\$188.00	\$7,520.00
	<b>Total Group 9 =</b>				\$8,280.00
	<b>Group 10 - General</b>				
22	Barricade, Type III	208.00	BarrDay	\$3.00	\$624.00
23	Construction Signs	368.00	SignDay	\$3.00	\$1,104.00
24	Mobilization (Part XIII)	1.00	Lump Sum	\$1,200.00	\$1,200.00
	<b>Total Group 10 =</b>				\$2,928.00
	<b>Total All Groups =</b>				\$35,397.88

Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
	<b>Culvert Maintenance 2018 (Phase II)</b>				
	<b>Project No. 18-05 - Part XIV (U-155)</b>				
	<b>Group 1 - Grading</b>				
1	General Clearing And Grubbing	1.00	Lump Sum	\$600.00	\$600.00
2	Earthwork Measured In Embankment	407.00	Cu.Yds.	\$13.50	\$5,494.50
3	Rock RipRap, Type B	55.00	Ton	\$53.00	\$2,915.00
4	Water	2.20	M.Gal	\$100.00	\$220.00
5	Salvaging and Placing Topsoil	1,107.00	Sq.Yds.	\$0.90	\$996.30
	<b>Total Group 1 =</b>				\$10,225.80
	<b>Group 4 - Culverts</b>				
6	Remove Flared End Section	1.00	Each	\$250.00	\$250.00
7	Excavation For Pipe, Pipe-Arch Culverts And Headwalls	310.00	Cu.Yds.	\$4.50	\$1,395.00
8	Class 47B-3000 Concrete For Headwalls	2.51	Cu.Yds.	\$1,200.00	\$3,012.00
9	Reinforcing Steel For Headwalls	218.00	Lbs.	\$3.00	\$654.00
10	48" Culvert Pipe, Type 3	98.00	Lin. Ft.	\$88.50	\$8,673.00
11	Rental Of Crawler-Mounted Hydraulic Excavator, Fully Operated	4.00	Hour	\$140.00	\$560.00
12	Rental Of Front End Loader, Fully Operated	4.00	Hour	\$140.00	\$560.00
13	Rental Of Skid Loader, Fully Operated	4.00	Hour	\$95.00	\$380.00
14	Rental of Dump Truck, Fully Operated	4.00	Hour	\$95.00	\$380.00
	<b>Total Group 4 =</b>				\$15,864.00
	<b>Group 5 - Landscaping</b>				
15	Erosion Control, Class 1D	1,107.00	Sq.Yds.	\$1.55	\$1,715.85
16	Fabric Silt Fence, High Porosity	23.00	Lin. Ft.	\$3.25	\$74.75
17	Fabric Silt Fence, Low Porosity	116.00	Lin. Ft.	\$3.00	\$348.00
18	Erosion Checks, Type "Wattle"	12.00	Lin. Ft.	\$5.50	\$66.00
	<b>Total Group 5 =</b>				\$2,204.60
	<b>Group 9 - Bituminous</b>				
19	Saw Cut Pavement	45.00	Lin. Ft.	\$5.00	\$225.00
20	Remove Existing Pavement	122.00	Sq.Yds.	\$7.00	\$854.00
21	9" Asphaltic Concrete, Type SPR	60.00	Ton	\$188.00	\$11,280.00
	<b>Total Group 9 =</b>				\$12,359.00
	<b>Group 10 - General</b>				
22	Barricade, Type III	187.00	BarrDay	\$3.00	\$561.00
23	Construction Signs	289.00	SignDay	\$3.00	\$867.00
24	Mobilization (Part XIV)	1.00	Lump Sum	\$1,200.00	\$1,200.00
	<b>Total Group 10 =</b>				\$2,628.00
	<b>Total All Groups =</b>				\$43,281.40



Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
	<b>Culvert Maintenance 2018 (Phase II) Project No. 18-05 - Part XV (U-171)</b>				
	<b>Group 1 - Grading</b>				
1	General Clearing And Grubbing	1.00	Lump Sum	\$600.00	\$600.00
2	Earthwork Measured In Embankment	63.00	Cu.Yds.	\$13.50	\$850.50
3	Rock RipRap, Type B	36.00	Ton	\$53.00	\$1,908.00
4	Water	0.30	M.Gal	\$100.00	\$30.00
5	Salvaging and Placing Topsoil	301.00	Sq.Yds.	\$0.90	\$270.90
	<b>Total Group 1 =</b>				\$3,659.40
	<b>Group 4 - Culverts</b>				
6	Remove Flared End Section	1.00	Each	\$250.00	\$250.00
7	Excavation For Pipe, Pipe-Arch Culverts And Headwalls	167.00	Cu.Yds.	\$4.50	\$751.50
8	Class 47B-3000 Concrete For Headwalls	1.33	Cu.Yds.	\$1,600.00	\$2,128.00
9	Reinforcing Steel For Headwalls	82.00	Lbs.	\$3.00	\$246.00
10	36" Culvert Pipe, Type 3	88.00	Lin. Ft.	\$56.00	\$4,928.00
11	Rental Of Crawler-Mounted Hydraulic Excavator, Fully Operated	4.00	Hour	\$140.00	\$560.00
12	Rental Of Front End Loader, Fully Operated	4.00	Hour	\$140.00	\$560.00
13	Rental Of Skid Loader, Fully Operated	4.00	Hour	\$3.25	\$13.00
14	Rental of Dump Truck, Fully Operated	4.00	Hour	\$3.00	\$12.00
	<b>Total Group 4 =</b>				\$9,448.50
	<b>Group 5 - Landscaping</b>				
15	Erosion Control, Class 1D	301.00	Sq.Yds.	\$1.55	\$466.55
16	Fabric Silt Fence, High Porosity	20.00	Lin. Ft.	\$3.25	\$65.00
17	Erosion Checks, Type "Wattle"	12.00	Lin. Ft.	\$3.00	\$36.00
	<b>Total Group 5 =</b>				\$567.55
	<b>Group 9 - Bituminous</b>				
18	Saw Cut Pavement	52.00	Lin. Ft.	\$5.00	\$260.00
19	Remove Existing Pavement	58.00	Sq.Yds.	\$7.00	\$406.00
20	9" Asphaltic Concrete, Type SPR	29.00	Ton	\$188.00	\$5,452.00
	<b>Total Group 9 =</b>				\$6,118.00
	<b>Group 10 - General</b>				
21	Barricade, Type III	160.00	BarrDay	\$3.00	\$480.00
22	Construction Signs	272.00	SignDay	\$3.00	\$816.00
23	Mobilization (Part XV)	1.00	Lump Sum	\$1,200.00	\$1,200.00
	<b>Total Group 10 =</b>				\$2,496.00
	<b>Total All Groups =</b>				\$22,289.45

CONTRACTOR WORK RESUME FORM  
FOR  
LANCASTER COUNTY, NEBRASKA

PROJECT NO. 18-05

CULVERT MAINTENANCE 2018 (PHASE II)

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

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

1. Lancaster County Culvert Maintenance  
Owner Project Name and/or Number  
Street Address Contract Amount 2017 Completion Date  
City State Zip  
Name Owner's Representative ( ) Phone

Brief Description of Work

Replace County culverts in 2017 for Rush Creek  
who had Culvert Maintenance Project

2. City of Lincoln Roper Park  
Owner Project Name and/or Number  
Street Address 600,000<sup>00</sup> 2016 Completion Date  
City State Zip  
LSA Rob Lutz (402) 476-3741  
Name Owner's Representative Phone

Brief Description of Work

Sheet piling, Riprap earth work culverts



PROJECT SCHEDULE  
FOR  
LANCASTER COUNTY, NEBRASKA

PROJECT NO. 18-05

CULVERT MAINTENANCE 2018 (PHASE II)

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

	WORK LOCATION	ESTIMATED BEGIN DATE	ESTIMATED COMPLETION DATE
1.	<u>C-178</u>	<u>6-11-18</u>	<u>6-19-18</u>
2.	<u>C-179</u>	<u>6-20-18</u>	<u>6-30-18</u>
3.	<u>4-51</u>	<u>7-1-18</u>	<u>7-10-18</u>
4.	<u>4-52</u>	<u>7-11-18</u>	<u>7-19-18</u>
5.	<u>4-155</u>	<u>7-20-18</u>	<u>7-26-18</u>
6.	<u>4-171</u>	<u>7-28-18</u>	<u>8-6-18</u>
7.	<u>S-161</u>	<u>8-7-18</u>	<u>8-15-18</u>
8.	<u>M-171</u>	<u>8-16-18</u>	<u>8-24-18</u>
9.	<u>S-135</u>	<u>8-25-18</u>	<u>9-3-18</u>
10.	<u>S-136</u>	<u>9-4-18</u>	<u>9-10-18</u>
11.	<u>S-280</u>	<u>9-11-18</u>	<u>9-19-18</u>
12.	<u>S-143</u>	<u>9-20-18</u>	<u>9-25-18</u>
13.	<u>S-144</u>	<u>9-26-18</u>	<u>10-6-18</u>
14.	<u>S-146</u>	<u>10-7-18</u>	<u>10-14-18</u>
15.	<u>S-147</u>	<u>10-15-18</u>	<u>10-26-18</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.

SPECIAL PROVISIONS FOR PROJECT NO. 18-05; CULVERT MAINTENANCE 2018 (PHASE II)

Page 2

Section 103, Article 103.04

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

Section 103, Article 103.05

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

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

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

Section 103, Article 103.06 Paragraph 2(b)

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

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

Section 105, Article 105.02 Paragraph 7

The address for submittal of shop drawings and working drawings will be amended to:  
Lancaster County Engineering Department  
444 Cherrycreek Road, Bldg "C"  
Lincoln, NE 68528  
Attn: Shop Drawings

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

Section 107, Article 107.13

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

DELIVERY (Construction)

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

CONTRACT TIME PERIOD

The bidder proposes to furnish all necessary equipment, tools, machinery, apparatus, and other means of construction; to do all work and to furnish all materials and labor necessary to complete the work in accordance with the Plans, Specifications, and Special Provisions now on file in the office of the Lancaster County Engineer; to commence said work on June 11, 2018, and to complete all work on or before October 26, 2018. This project will be considered a calendar day project.

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

SPECIAL PROSECUTION OF WORK

The Contractor will not be permitted to proceed with work at site M-171 until after Labor Day, September 3, 2018; and the Contractor has received a notice to proceed from the County. Permanent easement has yet to be granted from the Corps of Engineers; if access is not obtained by the County, work will not be done at site M-171 and shall no longer be part of the contract.

### PROPOSAL EVALUATION

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

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

### INDEPENDENT CONTRACTOR

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

### SEVERABILITY

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

### BID BOND

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

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

### SALE TAX EXEMPT STATUS

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

### RETAINED EARNINGS

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

PLANS AND SPECIFICATION

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

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

PROVISIONS FOR TRAFFIC

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

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

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

METHOD OF COMPLETION

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

- A. The Contractor will submit with his bid, the order in which he proposes to complete the work. There will be no deviation from the proposed construction sequence unless the Contractor has obtained approval from the County Engineer. Such a request must be submitted in writing prior to the change of schedule.
- B. The Contractor will be required to give the Project Engineer forty-eight 48 hour notice prior to commencing work at any site on the contract.
- C. The Contractor will not be permitted to work at more than 4 sites at a time without the consent of the Project Engineer. All contract work at each site will be completed, and the road or traffic lane re-opened to traffic prior to beginning work at the next site. This includes backfilling the structure, embankment construction, channel construction, subgrade construction, culvert construction, headwall construction, crushed rock or asphalt surfacing.
- D. All barricades, construction signs, and non-standard signs required by either a barricade plan or a detour plan will be properly erected prior to commencing work at a particular construction site.
- E. The Contractor may, upon giving the proper written notice, close the road and begin work on the contract. Once work has begun at a particular site, the work will be pursued vigorously to completion. The Contractor will maintain an adequate sized work force supported by the necessary equipment every working day until all work at the site is completed and the road re-opened to traffic.
- F. The Contractor will be required to work the sites along Hickman Road (S-135/S-136, S-143, S-144, S-146, S-147, and S-280) as follows, unless consent is received from the Project Engineer: these sites will be worked consecutively beginning at the east end with S-135/S-136, and work will progress to the west ending with S-147. Work on S-135 and S-136 will be done simultaneously. If the Contractor receives approval from the Project Engineer, one work site west of South 82<sup>nd</sup> Street may be worked on simultaneously with one work site east of South 82<sup>nd</sup> Street; closure of the sites along Hickman Road will be subject to the approval of the Project Engineer.



The Contractor will not be permitted to work on the sites along Hickman Road (S-135/S-136, S-143, S-144, S-146, S-147, and S-280) when there is a traffic count in progress. The estimated dates for the traffic count are July 9 through July 23, 2018. All contract work will need to be completed at any of the above listed sites where work is in progress prior to July 9, 2018. All barricades and construction signs shall either be removed or laid down. Work at the next site may begin after the traffic count is complete, and at the direction of the Project Engineer.

- G. The following pairs of sites will also be "consecutive" work sites: C-178 and C-179, U-51 and U-52. These sites will not be allowed to be worked at the same time; once work at one site is completed, work on the next will be commenced.
- H. The Contractor may complete the work in this contract any time during the period specified in the Special Provision entitled "Contract Time Period". Once construction has begun at a particular site, the Contractor will complete all work at that site within the time period(s) below.

Structure No./Part	Work Days Allowed	Structure No./Part	Work Days Allowed
C-178, Part I	11	S-147, Part IX	15
C-179, Part II	15	S-161, Part X	11
M-171, Part III	11	S-280, Part XI	10
S-135, Part IV	12	U-51, Part XII	16
S-136, Part V	13	U-52, Part XIII	12
S-143, Part VI	15	U-155, Part XIV	13
S-144, Part VII	14	U-171, Part XV	12
S-146, Part VIII	17		

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

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

LIQUIDATED DAMAGES FORMULA

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

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

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

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

R = 0.06

NATIONWIDE SECTION 404 PERMIT

Work on this project requires authorization from the U.S. Army Corps of Engineers-Nebraska Regulatory Office. The authorization has been obtained by Lancaster County for work at site C-179. The authorization contains "General Conditions", "Regional Conditions" and "Special Conditions".

The Contractor will conduct all construction operations in accordance with the terms of the permit and conditions specified. There will be no direct payment for the cost of compliance with the permit conditions specified above, these costs will be considered subsidiary to items of work for which direct payment is made.

DEWATERING EXCAVATIONS

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

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

EXCAVATION FOR STRUCTURES

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

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

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

EXCAVATION AND EMBANKMENT

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

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

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

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

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

FUEL COST ADJUSTMENT

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

EXCAVATION (ESTABLISHED QUANTITY) AND EARTHWORK MEASURED IN EMBANKMENT

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

REMOVAL OF EXISTING STRUCTURES

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

REMOVAL OF EXISTING HEADWALLS

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

CORRUGATED CULVERT PIPE MANUFACTURE AND CONNECTING BANDS FOR CULVERT PIPE

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

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

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

REPAIR OF DAMAGED METALLIC COATINGS ON CULVERT PIPE

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

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

HIGH DENSITY POLYETHYLENE PIPE

The use of high density corrugated polyethylene pipe with a smooth interior known as Type 7 may be used on this project. This type of pipe may be used only at locations called for in the plans. Type 7 pipe must meet the requirements of the State of Nebraska Department of Transportation pipe policy. The Type 7 pipe products must be provided from suppliers whose products are listed on the State of Nebraska Department of Transportation's approved products list.

REVEGETATION PLAN FOR PROJECT SITES IN THIS CONTRACT

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

Erosion Control, Type "1-D" will be installed in accordance with the Plans and as described in Section 807 of the Standard Specifications. The blanket material must be selected from the State of Nebraska Department of Roads current "Approved Products" list. The seed and fertilizer will be installed in accordance with Sections 803 and 804 of the Standard Specifications. The seed and fertilizer will be installed beneath the erosion control blanket. Hydromulching methods may be substituted for Erosion Control, Type "1-D" as approved by the Project Engineer; hydromulching will be done in accordance with Section 807 – HYDROMULCHING of the 2017 Edition of the Nebraska Department of Transportation Standard Specifications for Highway Construction.

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

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

Seed will be used to cover all areas at the outlet of culverts designated to receive rock rip-rap. The seed and fertilizer will be installed on areas treated by rip-rap after the stone has been installed, and a compacted top dressing 6" thick has been placed over the rip-rap. The seeding and fertilizer over rock rip-rap will not be paid for directly, but will be considered subsidiary to other items of work for which direct payment is made.

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

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

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

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

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

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

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

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

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

SPECIAL PROVISIONS FOR PROJECT NO. 18-05; CULVERT MAINTENANCE 2018 (PHASE II)

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

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

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

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

CONSTRUCTION SITE CONTROL

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

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

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

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

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

The following seed mixture will be used

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

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

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

FERTILIZER

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

Rate of application of commercial inorganic fertilizer shall be:

	Rate of Application per Acre (Minimum)
Available Nitrogen (N <sub>2</sub> )	32 or 36 lbs.
Available Phosphoric Acid (P <sub>2</sub> O <sub>5</sub> )	92 or 96 lbs.

INCORPORATING CRUSHED ROCK SURFACING

After finish grading work has been completed, the Contractor will furnish and spread crushed rock surfacing to all road surfaces included in the project. The crushed rock is not paid for directly but is considered subsidiary to this item of work. The crushed rock will be spread as follows.

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

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

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

CRUSHED ROCK SURFACE COURSE

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

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

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

SAWING PAVEMENT

The transverse cut will be at the station shown on the plans, from 1 foot ahead to 1 foot behind.

TACK COAT

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

Sections 504.05 and 504.05 will be null and void.

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

SUBGRADE PREPARATION

The work covered by this section of the Special Provisions will include all of the work described in *Section 302 of the Standard Specifications* with the following amendment(s):

Sections 302.04 and 302.05 will be null and void.

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

EARTH SHOULDER CONSTRUCTION

The work covered by this section of the Special Provisions will include all of the work described in *Section 304 of the Standard Specifications* with the following amendment(s):

Sections 304.04 and 304.05 will be null and void.

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

ASPHALTIC CONCRETE, TYPE "SPR"

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

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

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

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

PERFORMANCE GRADED BINDER

The work covered by this section of the Special Provisions will include all of the work described in *Section 1029 of the Standard Specifications* with the following amendment(s):

The performance graded binder to be used on this project is "PG 64-34."

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

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

PERMANENT PAVEMENT MARKING PAINT

The Contractor will not be responsible for permanent pavement marking on this 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" located on the Traffic Control Sheets of the plan set.

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

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

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

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

### CONSTRUCTION SURVEYING

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

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

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



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

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

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

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

The inspector will follow the following inspection procedures:

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

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

**Nebraska Weed Free Forage Certification Standards List**

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

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

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

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

NGCS/ LCWCA-15  
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.**

PERFORMANCE AND LABOR AND  
MATERIAL PAYMENT BOND

Bond No. NEC 62867

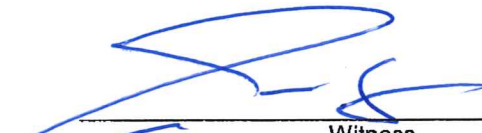
KNOW ALL MEN BY THESE PRESENTS, that we, Yost Excavating Inc. as principal, hereinafter referred to as "Contractor," and Merchants Bonding Company (Mutual), a corporate surety company authorized to transact business in the State of Nebraska as surety, hereinafter referred to as "Surety," are held and firmly bound unto the County of Lancaster, Nebraska, hereinafter referred to as "County," in the penal sum of Six Hundred Eleven Thousand Nine Hundred Fifteen Dollars and 82 /100 (\$\$611,915.82) 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. **18-05** Nebraska. **Culvert Maintenance 2018 (Phase II), Lancaster County Nebraska**

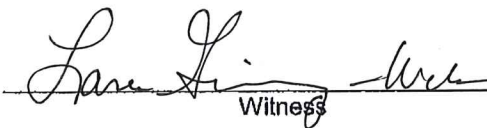
NOW, THEREFORE, IF THE Contractor (1) shall in all particulars well, duly, and faithfully observe, perform, and abide by each and every covenant, condition, and part of the Contract according to the true intent and meaning in each case AND save harmless and defend the County from all suits, judgments,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

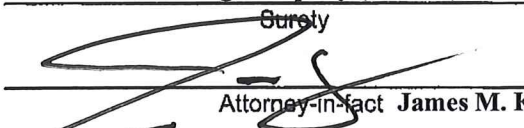
PROVIDED FURTHER, that the Surety for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder shall in any wise affect the Surety's obligation on this bond; and the Surety hereby waives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

IN WITNESS WHEREOF, this bond is executed this 16th day of May, 2018

  
\_\_\_\_\_  
Witness  
735 So. 56th Lincoln, Ne  
Address

Yost Excavating Inc.  
\_\_\_\_\_  
Contractor  
  
\_\_\_\_\_  
President  
380 So 66th Road Nebraska City, NE 68410  
Address

  
\_\_\_\_\_  
Witness  
735 S. 56th St Lincoln, NE 68510  
Address

Merchants Bonding Company (Mutual)  
\_\_\_\_\_  
Surety  
  
\_\_\_\_\_  
Attorney-in-fact **James M. King**  
735 S. 56th St Lincoln, NE 68510  
Address

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

# MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Jacob J Buss; James M King; Robert T Cirone; Tamala J Hurlbut; Thomas L King

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

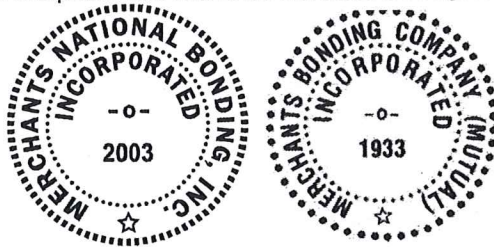
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 14th day of May, 2018.

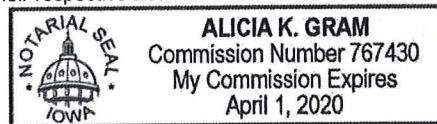


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 14th day of May 2018, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

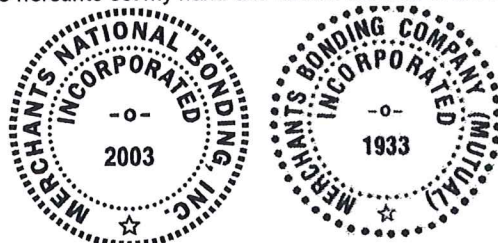


*Alicia K. Gram*  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 16th day of May, 2018.



*William Warner Jr.*  
Secretary



# AIA Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**  
*(Name, legal status and address)*  
Yost Excavating Inc.  
380 So 66th Road  
Nebraska City, NE 68410

**SURETY:**  
*(Name, legal status and principal place of business)* Merchants Bonding Company (Mutual)  
P O Box 14498  
Des Moines, IA 50306-3498

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.  
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**OWNER:**  
*(Name, legal status and address)*  
Lancaster County, Nebraska  
440 S 8th St Ste 200  
Lincoln, NE 68508

**BOND AMOUNT:** Five Percent of the Amount Bid (5%)

**PROJECT:**  
*(Name, location or address, and Project number, if any)*  
Culvert Maintenance 2018 (Phase II) County Project NO. 18-05, Bid No. 18-106  
Project Number, if any:

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

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

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

Signed and sealed this 9th day of May, 2018

*[Signature]*  
*(Witness)*

*[Signature]*  
*(Witness)*

Yost Excavating Inc.  
*(Principal)*  
*[Signature]* President *(Seal)*  
*(Title)*  
Merchants Bonding Company (Mutual)  
*(Surety)*  
*[Signature]* *(Seal)*  
*(Title)* James M. King, Attorney-in-Fact

# MERCHANTS BONDING COMPANY™

## POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Jacob J Buss; James M King; Robert T Cirone; Suzanne P Westerholt; Thomas L King

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 5th day of April, 2017.

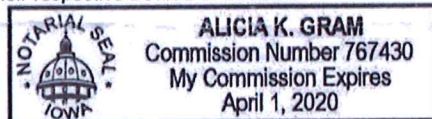


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 5th day of April, 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Alicia K. Gram*  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 9th day of May, 2018



*William Warner Jr.*  
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 therefor. Each subcontractor is hereby given the authority to reproduce copies of the copy of said Appointment and Certificate thus provided him by the Contractor and to furnish the same to his (the subcontractor's) suppliers on each invoice or order, and the subcontractor shall complete and sign the same for his purchases in like manner as above set forth for the Contractor.





# Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption

Form  
**13**

Name and Mailing Address of Purchaser			Name and Mailing Address of Seller		
Name Lancaster County Engineering Department			Name Yost Excavating Inc.		
Legal Name					
Street Address (Do not use PO Box) 444 Cherrycreek Rd., Bldg. "C"			Street or Other Mailing Address 380 South 66th Road		
City Lincoln,	State NE	Zip Code 68528	City Nebraska City	State NE	Zip Code 68410

**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 Yost Excavating Inc.		Name Lancaster County Engineering Department	
Street or Other Mailing Address 380 South 66th Road		Street or Other Mailing Address 444 Cherrycreek Rd., Bldg. "C"	
City Nebraska City	State NE	City Lincoln,	State NE
Zip Code 68401		Zip Code 68528	
Name and Location of Project		Appointment Information	
Name Culvert Maintenance 2018 (Phase II)		Effective Date (see Instructions)	
Street or Other Mailing Address		Expiration Date	
City Lancaster County	State NE	Nebraska Exemption Number (Exempt Organizations Only) N/A (Gov't)	
Identify Project Bid No. 18-106 - Project No. 18-05			

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	Portion of Project	
Zip Code			

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** ▶

*Todd Yost*

Signature of Prime Contractor or Authorized Representative

*President*

Title

*5-16-18*

Date

## INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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, Yost Excavating, INC., 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: Todd E Yost  
 (First, Middle, Last)

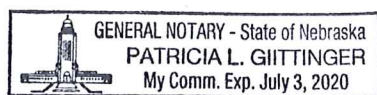
SIGNATURE: Todd E Yost

TITLE: President

State of Nebraska )  
 )ss.

County of Otoe )

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



Patricia L. Giittinger  
 Notary Public





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/16/2018

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 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> Katie Lane <b>PHONE (A/C No. Ext):</b> (402) 434-7200 <b>E-MAIL ADDRESS:</b> klane@unicogroup.com		<b>FAX (A/C, No):</b> (402) 434-7272
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: United Fire & Casualty		<b>NAIC #</b> 13021
<b>INSURED</b> Yost Excavating Inc 380 S 66th Rd Nebraska City NE 68410-6514	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**COVERAGES**

CERTIFICATE NUMBER: 17-18 All Lines

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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			60484535	12/24/2017	12/24/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			60484535	12/24/2017	12/24/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 0			60484535	12/24/2017	12/24/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	60484535	12/24/2017	12/24/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

The General Liability & Business Auto policies includes a blanket automatic additional insured endorsement that provides additional insured status only when there is a written contract between the named insured and the certificate holder/entity(ies) that requires such status prior to a loss. The Workers Compensation policy includes a blanket automatic waiver of subrogation endorsement that provides a waiver in favor of the certificate holder/entity(ies) when required by written contract with the named insured prior to a loss.

**CERTIFICATE HOLDER**

seckley@lancaster.ne.gov

Lancaster County  
 555 South 10th Street  
 Lincoln, NE 68508

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Tom Cockle/KLA

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**EXTENDED ULTRA LIABILITY PLUS ENDORSEMENT  
COMMERCIAL GENERAL LIABILITY EXTENSION ENDORSEMENT SUMMARY OF COVERAGES**  
**This is a summary of the various additional coverages and coverage modifications provided by this  
endorsement. No coverage is provided by this summary.**

- \* Extended Property Damage
- \* Expanded Fire Legal Liability to include Explosion, Lightning and Sprinkler Leakage
- \* Coverage for non-owned watercraft is extended to 51 feet in length
- \* Property Damage - Borrowed Equipment
- \* Property Damage Liability- Elevators
- \* Coverage D - Voluntary Property Damage Coverage  
\$5,000 Occurrence with a \$10,000 Aggregate
- \* Coverage E - Care, Custody and Control Property Damage Coverage  
\$25,000 Occurrence with a \$100,000 Aggregate - \$500 Deductible
- \* Coverage F - Electronic Data Liability Coverage - \$50,000
- \* Coverage G - Product Recall Expense  
\$25,000 Each Recall Limit with a \$50,000 Aggregate - \$1,000 Deductible
- \* Coverage H - Water Damage Legal Liability - \$25,000
- \* Coverage I - Designated Operations Covered by a Consolidated (Wrap-Up) Insurance Program - Limited Coverage
- \* Increase in Supplementary Payments: Bail Bonds to \$1,000
- \* Increase in Supplementary Payments: Loss of Earnings to \$500
- \* For newly formed or acquired organizations - extend the reporting requirement to 180 days
- \* Broadened Named Insured
- \* Automatic Additional Insured - Owners, Lessees or Contractors - Automatic Status When Required in Construction Agreement With You
- \* Contractors Blanket Additional Insured - Limited Products - Completed Operations Coverage
- \* Automatic Additional Insured - Vendors
- \* Automatic Additional Insured - Lessor of Leased Equipment Automatic Status When Required in Lease Agreement With You
- \* Automatic Additional Insured - Managers or Lessor of Premises
- \* Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured
- \* Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations
- \* Additional Insured - Consolidated Insurance Program (Wrap-Up) Off-Premises Operations Only - Owners, Lessees or Contractors Automatic Status When Required in Construction Agreement With You
- \* Additional Insured - Employee Injury to Another Employee
- \* Automatically included - Aggregate Limits of Insurance (per location)
- \* Automatically included - Aggregate Limits of Insurance (per project)
- \* Knowledge of occurrence - Knowledge of an "occurrence", "claim or suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee
- \* Blanket Waiver of Subrogation
- \* Liberalization Condition
- \* Unintentional failure to disclose all hazards. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.
- \* "Insured Contract" redefined for Limited Railroad Contractual Liability
- \* Mobile equipment to include snow removal, road maintenance and street cleaning equipment less than 1,000 lbs GVW
- \* Bodily Injury Redefined

**REFER TO THE ACTUAL ENDORSEMENT FOLLOWING ON PAGES 2 THROUGH 13 FOR CHANGES AFFECTING  
YOUR INSURANCE PROTECTION**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXTENDED ULTRA LIABILITY PLUS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SECTION I - COVERAGES**

A. The following changes are made at **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

**1. Extended Property Damage**

At **2. Exclusions** exclusion a. **Expected or Intended Injury** is replaced with the following:

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

**2. Expanded Fire Legal Liability**

At **2. Exclusions** the last paragraph is deleted and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of this owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

**3. Non-Owned Watercraft**

At **2. Exclusions** exclusion g. **Aircraft, Auto Or Watercraft (2) (a)** is deleted and replaced by the following:

(a) Less than 51 feet long;

**4. Property Damage – Borrowed Equipment**

At **2. Exclusions** the following is added to paragraph (4) of exclusion j. **Damage To Property**:

This exclusion does not apply to "property damage" to borrowed equipment while at a jobsite and while not being used to perform operations. The most we will pay for "property damage" to any one piece of borrowed equipment under this coverage is \$25,000 per occurrence. The insurance afforded under this provision is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

**5. Property Damage Liability – Elevators**

At **2. Exclusions** the following is added to paragraphs (3), (4) and (6) of exclusion j. **Damage To Property**:

This exclusion does not apply to "property damage" resulting from the use of elevators. However, any insurance provided for such "property damage" is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

B. The following coverages are added

**1. COVERAGE D - VOLUNTARY PROPERTY DAMAGE COVERAGE**

"Property damage" to property of others caused by the insured:

- a. While in your possession; or
- b. Arising out of "your work".

Coverage applies at the request of the insured, whether or not the insured is legally obligated to pay.

For the purposes of this **Voluntary Property Damage Coverage** only:

**Exclusion j. Damage to Property** is deleted and replaced by the following:



**j. Damage to Property**

"Property damage" to:

- (1) Property held by the insured for servicing, repair, storage or sale at premises you own, rent, lease, operate or use;
- (2) Property transported by or damage caused by any "automobile", "watercraft" or "aircraft" you own, hire or lease;
- (3) Property you own, rent, lease, borrow or use.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

**For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for this coverage.**

**2. COVERAGE E - CARE, CUSTODY AND CONTROL PROPERTY DAMAGE COVERAGE**

For the purpose of this Care, Custody and Control Property Damage Coverage only:

- a. Item (4) of Exclusion j. does not apply.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

**For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for this coverage.**

**3. COVERAGE F - ELECTRONIC DATA LIABILITY COVERAGE**

For the purposes of this Electronic Data Liability Coverage only:

- a. Exclusion p. of Coverage A - Bodily Injury And Property Damage Liability in **Section I - Coverages** is replaced by the following:

**2. Exclusions**

This insurance does not apply to:

**p. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

However, this exclusion does not apply to liability for damages because of "bodily injury".

**b. "Property Damage" means:**

- (1) Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- (2) Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
- (3) Loss of, loss of use of, damage to, corruption of, inability to access or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this **Electronic Data Liability Coverage**, "electronic data" is not tangible property.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

**4. COVERAGE G - PRODUCT RECALL EXPENSE****a. Insuring Agreement**

- (1) We will pay 90% of "product recall expense" you incur as a result of a "product recall" you initiate during the coverage period.
- (2) We will only pay for "product recall expense" arising out of "your products" which have been physically relinquished to others.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

**b. Exclusions**

This insurance does not apply to "product recall expense" arising out of:

- (1) Any fact, circumstance or situation which existed at the inception date of the policy and which you were aware of, or could reasonably have foreseen that would have resulted in a "product recall".
- (2) Deterioration, decomposition or transformation of a chemical nature, except if caused by an error in the manufacture, design, processing, storage, or transportation of "your product".
- (3) The withdrawal of similar products or batches that are not defective, when a defect in another product or batch has been found.
- (4) Acts, errors or omissions of any of your employees, done with prior knowledge of any of your officers or directors.
- (5) Inherent vice, meaning a natural condition of property that causes it to deteriorate or become damaged.
- (6) "Bodily Injury" or "Property Damage".
- (7) Failure of "your product" to accomplish its intended purpose, including any breach of warranty of fitness, quality, efficacy or efficiency, whether written or implied.
- (8) Loss of reputation, customer faith or approval, or any costs incurred to regain customer market, or any other consequential damages.
- (9) Legal fees or expenses.
- (10) Damages claimed for any loss, cost or expense incurred by you or others for the loss of use of "your product".
- (11) "Product recall expense" arising from the "product recall" of any of "your products" for which coverage is excluded by endorsement.
- (12) Any "product recall" initiated due to the expiration of the designated shelf life of "your product".

**5. COVERAGE H - WATER DAMAGE LEGAL LIABILITY**

The Insurance provided under Coverage H (Section I) applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

The Limit under this coverage shall not be in addition to the Damage To Premises Rented To You Limit.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

**6. COVERAGE I - DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM**

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

- r. This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" for any "consolidated (Wrap-up) insurance program" which has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not a consolidated (Wrap-up) insurance program:

- a. Provides coverage identical to that provided by this Coverage Part; or
- b. Has limits adequate to cover all claims

This exclusion does not apply if a "consolidated (Wrap-up) insurance program" covering your operations has been cancelled, non-renewed or otherwise no longer applies for reasons other than exhaustion of all available limits, whether such limits are available on a primary, excess or on any other basis. You must advise us of such cancellation, nonrenewal or termination as soon as practicable.

For purposes of this exclusion a "consolidated (wrap-up) insurance program" is a program providing insurance coverage to all parties for exposures involved with a particular (typically major) construction project.



**C. SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is amended:**

**1. To read SUPPLEMENTARY PAYMENTS**

**2. Bail Bonds**

Item 1.b. is amended as follows:

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

**3. Loss of Earnings**

Item 1.d. is amended as follows:

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

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

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

**SECTION II- WHO IS AN INSURED**

**A. The following change is made:**

**Extended Reporting Requirements**

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

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

**B. The following provisions are added**

**4. BROAD FORM NAMED INSURED**

Item 1.f. is added as follows:

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

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

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

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy is an insured. Such person or organization is an additional insured only with respect to your liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person or organization directly arising out of:

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

However, the insurance afforded to such additional insured:

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

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

This insurance does not apply to:

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

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

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

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

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

However:

- (1) The insurance afforded to such additional insureds only applies to the extent permitted by law;
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- (3) Coverage will cease five years from the completion of "your work" if:
  - (a) a time frame is not stipulated in the written contract or written agreement; or
  - (b) a time frame longer than 5 years is stipulated in the written contract or written agreement

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

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

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

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

#### 7. Additional Insured - Vendors

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

However:

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



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

(1) This insurance afforded the vendor does not apply to:

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

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

#### 8. Additional Insured – Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You

a. Any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to your liability for "bodily injury", "property damage" or "personal and advertising injury" directly arising out of the maintenance, operation or use of equipment leased to you, which may be imputed to such person or organization as the lessor of equipment.

However, the insurance afforded to such additional insured:

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

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

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

#### 9. Additional Insured – Managers or Lessors of Premises

a. Any person(s) or organization(s), but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:



This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) afforded coverage by the additional coverage.

However:

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

#### 10. Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured

a. Any architects, engineers or surveyors who are not engaged by you are insureds, but only with respect to liability for "bodily injury" or "property damage" or "personal and advertising injury" which may be imputed to that architect, engineer or surveyor arising out of:

- (1) Your acts or omissions; or
  - (2) Your acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations performed by you or on your behalf.

But only if such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

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

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

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

- (1) The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
- (2) Supervisory, inspection or engineering services.

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

#### 11. Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision is an insured, subject to the following provisions:

a. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

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



b. This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**12. Additional Insured Consolidated Insurance Program (Wrap-Up) Off-Premises Operations Only - Owners, Lessees or Contractors**

a. Any persons or organizations for whom you are performing operations, for which you have elected to seek coverage under a Consolidated Insurance Program, when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy is an insured. Such person or organization is an additional insured only with respect to your liability which may be imputed to that person or organization directly arising out of your ongoing operations performed for that person or organization at a premises other than any project or location that is designated as covered under a Consolidated Insurance Program. A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

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

This insurance does not apply to:

"Bodily injury", "property damage", or "personal and advertising 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, change orders or drawings and specifications; and
- (2) Supervisory, inspection

**13. Additional Insured - Employee Injury to Another Employee**

With respect to your "employees" who occupy positions which are supervisory in nature:

Paragraph 2.a.(1) of SECTION II – WHO IS A NAMED INSURED is amended to read:

a. "Bodily injury" or "personal and advertising injury"

- (1) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
- (2) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph (1)(a) above; or
- (3) Arising out of his or her providing or failing to provide professional healthcare services. Paragraph 3.a. is deleted.

For the purpose of this Item 13 only, a position is deemed to be supervisory in nature if that person performs principle work which is substantially different from that of his or her subordinates and has authority to hire, direct, discipline or discharge.

**SECTION III - LIMITS OF INSURANCE**

A. The following items are deleted and replaced by the following:

2. The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage B; and
- d. Damages under Coverage H.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" and Coverage G.
6. 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 "property damage" to any one premises, while rented to you, or in the case of damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage while rented to you or temporarily occupied by you with permission of the owner.

**B. The following are added:**

8. Subject to Paragraph 5. of SECTION III – LIMITS OF INSURANCE \$25,000 is the most we will pay under Coverage H for Water Damage Legal Liability.

**9. Coverage G- Product Recall Expense**

Aggregate Limit \$50,000

Each Product Recall Limit \$25,000

- a. The Aggregate Limit shown above is the most we will pay for the sum of all "product recall expense" you incur as a result of all "product recalls" you initiate during the endorsement period.
- b. The Each Product Recall Limit shown above is the most we will pay, subject to the Aggregate and \$1,000 deductible, for "product recall expense" you incur for any one "product recall" you initiate during the endorsement period.

We will only pay for the amount of Product Recall Expenses which are in excess of the deductible amount. The deductible applies separately to each Product Recall. The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

**10. Aggregate Limits of Insurance (Per Location)**

The General Aggregate Limit applies separately to each of your "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

**11. Aggregate Limits of Insurance (Per Project)**

The General Aggregate Limit applies separately to each of your projects away from premises owned by or rented to you.

12. With respects to the insurance afforded to additional insureds afforded coverage by items 5 through 13 of SECTION II – WHO IS AN INSURED above, the following is added:

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

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

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

13. Subject to 5. of SECTION III – LIMITS OF INSURANCE, a \$5,000 "occurrence" limit and a \$10,000 "aggregate" limit is the most we will pay under Coverage A for damages because of "property damage" covered under Coverage D - Voluntary Property Damage Coverage.

For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for this coverage.



14. Subject to 5. of SECTION III – LIMITS OF INSURANCE, a \$25,000 "occurrence" limit and a \$100,000 "aggregate" limit is the most we will pay under Coverage E - Care, Custody and Control Coverage regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

Deductible - Our obligation to pay damages on your behalf applies only to the amount of damages in excess of \$500.

This deductible applies to all damages because of "property damage" as the result of any one "occurrence" regardless of the number of persons or organizations who sustain damages because of that "occurrence".

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

As respects this coverage "Aggregate" is the maximum amount we will pay for all covered "occurrences" during one policy period.

**For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for this coverage.**

15. Subject to 5. of SECTION III – LIMITS OF INSURANCE, the most we will pay for "property damage" under Coverage F - Electronic Data Liability Coverage for loss of "electronic data" is \$50,000 without regard to the number of "occurrences".

## **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**

A. The following conditions are amended:

### 1. Knowledge of Occurrence

a. Condition 2., Items a. and b. are deleted and replaced by the following:

#### (1) Duties In The Event Of Occurrence, Offense, Claim Or Suit

(a) You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. Knowledge of an "occurrence" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee. To the extent possible, notice should include:

- i. How, when and where the "occurrence" took place;
- ii. The names and addresses of any injured persons and witnesses, and
- iii. 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 any insured, you must:

- i. Immediately record the specifics of the claim or "suit" and the date received; and
- ii. Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable. Knowledge of a claim or "suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.

2. Where Broad Form Named Insured is added in SECTION II – WHO IS AN INSURED of this endorsement, Condition 4. Other Insurance b. Excess Insurance (1).(a) is replaced by the following:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to an insured solely by reason of ownership by you of more than 50 percent of the voting stock, and not withstanding any other language in any other policy. This provision does not apply to a policy written to apply specifically in excess of this policy.

B. The following are added:

1. Condition (5) of 2.c.

(5) Upon our request, replace or repair the property covered under Voluntary Property Damage Coverage at your actual cost, excluding profit or overhead.

10. Blanket Waiver Of Subrogation

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of: premises owned or occupied by or rented or loaned to you, ongoing operations performed by you or on your behalf, done under a contract with that person or organization, "your work", or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you before the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

11. Liberalization

If a revision to this Coverage Part, which would provide more coverage with no additional premium becomes effective during the policy period in the state designated for the first Named Insured shown in the Declarations, your policy will automatically provide this additional coverage on the effective date of the revision.

12. Unintentional Failure to Disclose All Hazards

Based on our reliance on your representations as to existing hazards, if you unintentionally should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

13. The following conditions are added in regard to Coverage G - Product Recall Expense

In event of a "product recall", you must

- a. See to it that we are notified as soon as practicable of a "product recall". To the extent possible, notice should include how, when and where the "product recall" took place and estimated "product recall expense".
- b. Take all reasonable steps to minimize "product recall expense". This will not increase the limits of insurance.
- c. If requested, permit us to question you under oath at such times as may be reasonably required about any matter relating to this insurance or your claim, including your books and records. Your answers must be signed.
- d. Permit us to inspect and obtain other information proving the loss. You must send us a signed, sworn statement of loss containing the information we request to investigate the claim. You must do this within 60 days after our request.
- e. Cooperate with us in the investigation or settlement of any claim.
- f. Assist us upon our request, in the enforcement of any rights against any person or organization which may be liable to you because of loss to which this insurance applies.

14. Limited Railroad Contractual Liability

The following conditions are applicable only to coverage afforded by reason of the redefining of an "insured contract" in the DEFINITIONS section of this endorsement:

- a. Railroad Protective Liability coverage provided by ISO form CG 0035 with minimum limits of \$2,000,000 per occurrence and a \$6,000,000 general aggregate limit must be in place for the entire duration of any project.
- b. Any amendment to the Other Insurance condition of form CG 0035 alters the primacy of the coverage or which impairs our right to contribution will rescind any coverage afforded by the redefined "insured contract" language.
- c. For the purposes of the Other Insurance condition of form CG 0035 you, the named insured, will be deemed to be the designated contractor.



**SECTION V -- DEFINITIONS**

A. At item 12. Mobile Equipment the wording at f.(1) is deleted and replaced by the following:

f.(1) Equipment designed primarily for:

- (a) Snow removal;
- (b) Road maintenance, but not construction or resurfacing; or
- (c) Street cleaning;

except for such vehicles that have a gross vehicle weight less than 1,000 lbs which are not designed for highway use.

B. Item 3. "bodily injury" is deleted and replaced with the following:

3. "bodily injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

C. Item 9. "Insured Contract" c. is deleted and replaced with the following:

c. Any easement or license agreement;

D. Item 9. "Insured Contract" f.(1) is deleted

E. The following definitions are added for this endorsement only

23. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tape drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

24. "Product recall" means a withdrawal or removal from the market of "your product" based on the determination by you or any regulatory or governmental agency that:

- a. The use or consumption of "your product" has caused or will cause actual or alleged "bodily injury" or "property damage"; and
- b. Such determination requires you to recover possession or control of "your product" from any distributor, purchaser or user, to repair or replace "your product", but only if "your product" is unfit for use or consumption, or is hazardous as a result of:
  - (1) An error or omission by an insured in the design, manufacturing, processing, labeling, storage, or transportation of "your product"; or
  - (2) Actual or alleged intentional, malicious or wrongful alteration or contamination of "your product" by someone other than you.

25. "Product recall expense" means reasonable and necessary expenses for:

- a. Telephone, radio and television communication and printed advertisements, including stationery, envelopes and postage.
- b. Transporting recalled products from any purchaser, distributor or user, to locations designated by you.
- c. Remuneration paid to your employees for overtime, as well as remuneration paid to additional employees or independent contractors you hire.
- d. Transportation and accommodation expense incurred by your employees.
- e. Rental expense incurred for temporary locations used to store recalled products.
- f. Expense incurred to properly dispose of recalled products, including packaging that cannot be reused.
- g. Transportation expenses incurred to replace recalled products.
- h. Repairing, redistributing or replacing covered recalled products with like products or substitutes, not to exceed your original cost of manufacturing, processing, acquisition and/or distribution.

These expenses must be incurred as a result of a "product recall".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LAND IMPROVEMENT CONTRACTORS ASSOCIATION (LICA)**

**BUSINESS AUTO ULTRA ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

**COVERAGE INDEX**

Description	Page
<b>TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE</b>	1
<b>DRIVE OTHER CAR COVERAGE</b>	1
<b>BROAD FORM INSURED</b>	2
<b>EMPLOYEES AS INSURED</b>	2
<b>ADDITIONAL INSURED STATUS BY CONTRACT, AGREEMENT OR PERMIT</b>	2
<b>AMENDED FELLOW EMPLOYEE EXCLUSION</b>	2
<b>TOWING AND LABOR</b>	3
<b>PHYSICAL DAMAGE ADDITIONAL TRANSPORTATION EXPENSE COVERAGE</b>	3
<b>EXTRA EXPENSE - THEFT</b>	3
<b>RENTAL REIMBURSEMENT AND ADDITIONAL TRANSPORTATION EXPENSE</b>	3
<b>PERSONAL EFFECTS COVERAGE</b>	4
<b>AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE</b>	4
<b>AIRBAG ACCIDENTAL DISCHARGE</b>	4
<b>AUTO LOAN/LEASE TOTAL LOSS PROTECTION ENDORSEMENT</b>	4
<b>GLASS REPAIR – DEDUCTIBLE AMENDMENT</b>	5
<b>AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS</b>	5
<b>WAIVER OF SUBROGATION REQUIRED BY CONTRACT</b>	5
<b>UNINTENTIONAL FAILURE TO DISCLOSE</b>	5
<b>HIRED, LEASED, RENTED OR BORROWED AUTO PHYSICAL DAMAGE</b>	5
<b>EXTENDED CANCELLATION CONDITION</b>	5
<b>EXTENDED MEDICAL PAYMENT COVERAGE, UNINSURED AND UNDERINSURED</b>	5
<b>MOTORISTS COVERAGE</b>	5
<b>EXTENDED PHYSICAL DAMAGE COVERAGE</b>	6
<b>LIBERALIZATION</b>	6

The COVERAGE INDEX set forth above is informational only and grants no coverage.

Terms set forth in ***(Bold Italics)*** are likewise for information only and by themselves shall be deemed to grant no coverage.

**A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE**

because of its breakdown, repair, servicing, "loss", or destruction.

**SECTION I – COVERED AUTOS**, paragraph C. **Certain Trailers, Mobile Equipment and Temporary Substitute Autos** is amended by adding the following at the end of the existing language:

**B. DRIVE OTHER CAR COVERAGE**

The following language is added to **SECTION I – COVERED AUTOS-** as paragraph D. **Drive Other Car Coverage**,

If Physical Damage Coverage is provided under this Coverage form for an "auto" you own, the Physical Damage coverages provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service

If Liability Coverage is provided by this Coverage Form, any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by:

1. You, if you are designated in the Declarations as an Individual;
2. Your partners or members, if you are designated in the Declarations as a partnership or joint venture;
3. Your members or managers, if you are designated in the Declarations as a limited liability company;
4. Your "executive officers", if you are designated in the Declarations as an organization other than an individual partnership, joint venture or limited liability company; and
5. The spouse of any person named in **B.1** through **B. 4.** while a resident of the same household.

except:

- a. Any "auto" owned by that individual or by any member of his or her household.
- b. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

"Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

### C. BROADENED LIABILITY COVERAGES

**SECTION II – LIABILITY COVERAGE** in Paragraph A. Coverage at 1. **Who Is An Insured** is amended to include the following:

#### **(Broad Form Insured)**

- d. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- e. Any organization that is acquired or formed by you, during the term of this policy and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (1) That is a joint venture or partnership,
  - (2) That is an "insured" under any other policy,
  - (3) That has exhausted its Limit of Insurance under any other policy, or

- (4) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an accident that occurred before you formed or acquired the organization.

#### **(Employee as Insureds)**

- f. Any employee of yours while acting in the course of your business or your personal affairs while using a covered "auto" you do not own, hire or borrow.

#### **(Additional Insured Status by Contract, Agreement or Permit)**

- g. Any person or organization whom you are required to add as an additional insured on this policy under a written contract or agreement; but the written contract or agreement must be:
  - (1) Currently in effect or becoming effective during the term of this policy; and
  - (2) Executed prior to the "bodily injury" or "property damage".

The additional insured status will apply only with respect to your liability for "bodily injury" or "property damage" which may be imputed to that person(s) or organization(s) directly arising out of the ownership, maintenance or use of the covered "autos" at the location(s) designated, if any.

Coverage provided by this endorsement will not exceed the limits of liability required by the written contract or written agreement even if the limits of liability stated in the policy exceed those limits. This endorsement shall not increase the limits stated in **Section II. C. Limits of Insurance.**

For any covered "auto" you own this Coverage Form provides primary coverage.

### D. AMENDED FELLOW EMPLOYEE EXCLUSION

Only with respect to your "employees" who occupy positions which are supervisory in nature, **SECTION II. LIABILITY B. Exclusion 5. Fellow Employee** is replaced by:

#### **5. Fellow Employee**

"Bodily Injury":

- (a) To you, or your partners or members (if you are a partnership or joint venture), or to your members (if you are limited liability company);
- (b) To your "executive officers" and directors (if you are an organization other than a partnership, joint venture, or limited liability company) but only with respect to





performance of their duties as your officers or directors;

(c) For which there is an obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph a and b above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

For purposes of this endorsement, a position is deemed to be supervisory in nature if that person performs principle work which is substantially different from that of his or her subordinates and has authority to hire, transfer, direct, discipline or discharge.

#### **E. BROADENED PHYSICAL DAMAGE COVERAGES**

##### **SECTION III – PHYSICAL DAMAGE COVERAGE**

Coverage is amended as follows:

##### **(TOWING AND LABOR)**

#### **2. Towing and Labor**

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

- (a) For private passenger type vehicles or "light trucks" we will pay up to \$75 per disablement. "Light trucks" have a gross vehicle weight (GVW) of 10,000 pounds or less.
- (b) For "medium trucks" we will pay up to \$150 per disablement. "Medium trucks" have a gross vehicle weight (GVW) of 10,001 lbs. to 20,000 pounds.

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

##### **(PHYSICAL DAMAGE ADDITIONAL TRANSPORTATION EXPENSE COVERAGE)**

#### **4. Coverage Extensions**

- a. **Transportation Expense** is amended to provide the following limits:

We will pay up to \$50 per day to a maximum of \$1,000. All other terms and provisions of this section remain applicable.

##### **(EXTRA EXPENSE - THEFT)**

The following language is added to **4. Coverage Extensions**:

- c. **Theft Recovery Expense**

If you have purchased Comprehensive Coverage on an "auto" that is stolen, we will pay

the expense of returning that stolen auto to you. The limit for this coverage extension is \$5,000.

##### **(RENTAL REIMBURSEMENT AND ADDITIONAL TRANSPORTATION EXPENSE)**

#### **d. Rental Reimbursement**

We will provide Rental Reimbursement and Additional Expense coverage only for those Physical Damage coverages for which a premium is shown in the Declarations or schedule pages. Coverage applies only to a covered "auto" of the private passenger or light truck (10,000 lbs. or less gross vehicle weight) type for which Physical Damage coverages apply.

(1) We will pay for auto rental expense and the expense incurred by you because of "loss" to remove and transfer your materials and equipment from a covered "auto" to a covered "auto." Payment applies in addition to the otherwise applicable coverage you have on a covered "auto." No deductible applies to this coverage.

(2) We will pay only for expenses incurred during the policy period and beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

(a) The number of days reasonably required to repair or replace the covered "auto." If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you, or

(b) 30 days.

(3) Our payment is limited to the lesser of the following amounts:

(a) Necessary and actual expenses incurred; or

(b) \$35 per day.

(c) This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

(d) If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expense which is not already provided for under the **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses.**

**(PERSONAL EFFECTS COVERAGE)****e. Personal Effects**

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$500 for Personal Effects stolen with the "auto". The insurance provided under this provision is excess over any other collectible insurance. For this coverage extension, Personal Effects means tangible property that is worn or carried by an "insured". Personal Effects does not include tools, jewelry, guns, musical instruments, money, or securities.

**(AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE)****(Deletion of Audio Visual Equipment Exclusion)****f. Audio, Visual and Data Electronic Equipment Coverage.**

We will pay for "loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in a covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in a covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto."

- (1) We will pay with respect to a covered "auto" for "loss" to any accessories used with the electronic equipment described above. However, this does not include tapes, records or discs.
- (2) In addition to the exclusions that apply to Physical Damage Coverage with exception of the exclusion relating to audio, visual and data electronic equipment, the following exclusions also apply:
- (3) We will not pay for any electronic equipment or accessories used with such electronic equipment that are:
  - (a) Necessary for the normal operation of the covered "auto" for the monitoring of the covered "auto's" operating system; or
  - (b) Both:

An integral part of the same unit housing any sound reproducing equipment designed solely for the reproducing of sound if the sound reproducing equipment is permanently installed in the covered "auto"; and

Permanently installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio.

- (4) With respect to this coverage, the most we will pay for all "loss" of audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:

- (a) The actual cash value of the damaged or stolen property as of the time of the "loss";

- (b) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or \$1,000,

minus a deductible of \$100.

An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of loss. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

If there is other coverage provided for audio, visual and data electronic equipment, the coverage provided herein is excess over any other collectible insurance.

**(AIRBAG ACCIDENTAL DISCHARGE)****F. SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions is amended as follows:**

The following language is added to Exclusion 3.:

If you have purchased Comprehensive or Collision Coverage under this policy, this exclusion does not apply to mechanical breakdown relating to the accidental discharge of an air bag. This coverage applies only to a covered auto you own and is excess of any other collectible insurance or warranty. No deductible applies to this coverage.

**G. AUTO LOAN/LEASE TOTAL LOSS PROTECTION**

**SECTION III – PHYSICAL DAMAGE COVERAGE – C. Limit of Insurance** is amended by adding the following language:



4. In the event of a total "loss" to a covered "auto" shown in the Schedule pages, subject at the time of the "loss" to a loan or lease, we will pay any unpaid amount due on the lease or loan for a covered "auto" less:

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

#### **(GLASS REPAIR – DEDUCTIBLE AMENDMENT)**

Under D., Deductible in SECTION III. PHYSICAL DAMAGE COVERAGE is amended by adding the following:

Any deductible shown in the Declarations as applicable to the covered "auto" will not apply to glass breakage if the damaged glass is repaired, rather than replaced.

#### **H. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

Under SECTION IV – BUSINESS AUTO CONDITIONS, Subsection A., Loss Conditions, the following is added to paragraph 2. Duties In The Event of Accident, Suit or Loss:

- d. Knowledge of any "accident," "claim," "suit" or "loss" will be deemed knowledge by you when notice of such "accident," "claim," "suit" or "loss" has been received by:
  - (1) You, if you are an individual,
  - (2) Any partner or insurance manager if you are a partnership;
  - (3) An executive officer or insurance manager, if you are a corporation;
  - (4) Your members, managers or insurance manager, if you are a limited liability company; or

- (5) Your officials, trustees, board members or insurance manager, if you are a not-for-profit organization.

#### **I. WAIVER OF SUBROGATION REQUIRED BY CONTRACT**

Under SECTION IV, BUSINESS AUTO CONDITIONS, A. Loss Conditions 5. Transfer of Rights of Recovery Against Others to Us the following language is added:

However, we waive any rights of recovery we may have against the person or organization with whom you have agreed in writing in a contract, agreement or permit, to provide insurance such as is afforded under the policy to which this endorsement is attached. This provision does not apply unless the written contract or written agreement has been executed, or permit has been issued, prior to the "bodily injury" or "property damage."

#### **J. UNINTENTIONAL FAILURE TO DISCLOSE**

Under SECTION IV – BUSINESS AUTO CONDITIONS, Subsection B. General Conditions, the following is added to 2. Concealment, Misrepresentation Or Fraud:

Your unintentional error in disclosing, or failing to disclose, any material fact existing at the effective date of this Coverage Form, or during the policy period in connection with any additional hazards, will not prejudice your rights under this Coverage Form.

#### **K. HIRED, LEASED, RENTED OR BORROWED AUTO PHYSICAL DAMAGE**

Under SECTION IV – BUSINESS AUTO CONDITIONS B. General Conditions 5. Other Insurance

Paragraph 5.b. is replaced by the following:

- b. (1) For "Comprehensive" and "Collision" Auto Physical Damage provided by this endorsement, the following are deemed to be covered "autos" you own:
  - (a.) Any Covered "auto" you lease, hire, rent or borrow; and
  - (b.) Any Covered "auto" hired or rented by your "employee" under a contract in 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"

#### **(2) Limit of Insurance For This Section**

The most we will pay for any one "loss" is the lesser of the following:

- (a) \$50,000 per accident, or
- (b) actual cash value at the time of loss, or
- (c) cost of repair.

minus a \$500 deductible. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss. No deductible applies to "loss" caused by fire or lightning.

- (3) This Hired Auto Physical Damage coverage is excess over any other collectible insurance.

**(4) Definitions For This Section**

(a) **Comprehensive Coverage:** from any cause except the covered "auto's" collision with another object or the covered "auto's" overturn. We will pay glass breakage, "loss" caused by hitting a bird or animal and, "loss" caused by falling objects or missiles.

(b) **Collision Coverage:** caused by the covered "auto's" collision with another object or by the covered "auto's" overturn.

**L. EXTENDED CANCELLATION CONDITION**

A. Under **CANCELLATION**, of the **COMMON POLICY CONDITIONS** form, item **2.b.** is replaced by the following:

- c. 60 days before the effective date of cancellation if we cancel for any other reason

**M. EXTENDED AUTO MEDICAL PAYMENTS AND UNINSURED AND UNDERINSURED MOTORIST COVERAGE**

If Auto Medical Payments Coverage, Uninsured Motorists Coverage or Underinsured Motorists Coverage is provided by endorsement to the Coverage Form to which this endorsement attaches, the following qualify as an "insured" for each coverage provided:

1. You, if you are designated in the Declarations as an Individual;
2. Your partners or members, if you are designated in the Declarations as a partnership or joint venture;
3. Your members or managers, if you are designated in the Declarations as a limited liability company;
4. Your "executive officers", if you are designated in the Declarations as an organization other than an individual partnership, joint venture or limited liability company; and

5. The "family member" of any person named in 1 through 4 above while "occupying" a covered "auto" or while a pedestrian when struck by an "auto" you do not own, any "auto" not owned by that individual or not owned by any "family member."

"Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

"Family member" means a person related to the individual named in the Declarations by blood, marriage or adoption who is a resident of the individual's household, including a ward or foster child.

"Occupying" means in, upon, getting in, on, out or off.

**N. EXTENDED PHYSICAL DAMAGE COVERAGE**

If Physical Damage Coverage is provided by the Coverage Form to which this endorsement attaches, any private passenger type "auto" you don't own, hire or borrow is a covered "auto" for Physical Damage Coverage while in the care, custody or control of any individual named in **B.1.** through **B.4.** or his or her spouse while a resident of the same household except:

- a. Any "auto" owned by that individual or by any member of his or her household.
- b. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

Our obligation to pay for repair, return or to replace damaged or stolen property will be reduced by a deductible equal to the amount of the largest deductible shown for any owned private passenger type "auto" applicable to Physical Damage Coverage. If there are no private passenger type "autos", the deductible shall be \$50 for Comprehensive and \$100 for Collision Coverage. No deductible will apply to "loss" caused by fire or lightning.

**O. LIBERALIZATION**

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



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

**PRIMARY AND NON-CONTRIBUTORY - OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

The following language replaces **SECTION IV BUSINESS AUTO CONDITIONS Part B. General Conditions 5. Other Insurance c.:**

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract". This coverage will also be non-contributory if it is required by the terms of the "insured contract".

### WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

This endorsement, effective on \_\_\_\_\_ at 12:01 A.M. standard time, forms a part of  
(DATE)

Policy No. \_\_\_\_\_ of the \_\_\_\_\_  
(NAME OF INSURANCE COMPANY)

issued to

Premium \$ \_\_\_\_\_  
Authorized Representative

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

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

#### Schedule