

C-18-0373

CONTRACT DOCUMENTS

LANCASTER COUNTY

NEBRASKA

For

Bid No. 18-091

Project No: 18-25

SCOUR REPAIR AT BRIDGE H-119

JJK Construction, LLC
6700 Little Salt Road
Ceresco, NE 68017

LANCASTER COUNTY, NEBRASKA
CONTRACT AGREEMENT

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

WHEREAS, the County has caused to be prepared in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described and has caused to be published an advertisement for and in connection with said Work, to-wit: Bid No. 18-091, Project No. 18-25, Scour Repair at Bridge H-119; and

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

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

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

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute construct, and compete all work included in and covered by the County's award of this Contract to the Contractor, such award being based on the acceptance by the County of the Contractor's Proposal.
2. The County agrees to pay the Contractor for the performance of the work embraced in this Contract and the Contractor agrees to accept as full compensation therefor, the following sums for all work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the County in the sum of: Three Hundred Thirty Four Thousand Four Hundred Ninety Six Dollars and 28/100 (\$334,496,28).
3. EQUAL EMPLOYMENT OPPORTUNITY: In connection with the carrying out of this project, the Contractor shall not discriminate against any employee, applicant for employment, or any other person because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
4. To the extent permitted by law, the County relinquishes control of the construction site to the Contractor and its subcontractors during the period of construction. The construction, placement of barricades, and posting of warning signs in the area of construction will be the responsibility of the Contractor. This shall include the placement of construction equipment and any obstacles which are created as a result of the construction project. The placement of barricades and warning signs shall be in compliance with the Manual on Uniform Control Devices, the 2011 City of Lincoln Standard Specifications for Municipal Construction, as supplemented by the 2007 Edition of the Standard Specifications of Highway Construction of the State of Nebraska, the Special Provisions, Supplementary Special Provisions, and all other supplementary documents to this Agreement. To the extent permitted by law, the Contractor expressly accepts control of the construction site, such control shall include, but not be limited to, barricades, signs, road crossings, warning signs, construction equipment and any obstacles created during construction of the project.
5. It is the express intent of the parties that this Agreement shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the County and employees of the County shall not be deemed to be employees of the Contractor. The Contractor and the County shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the County's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

6. Each party agrees to indemnify and hold harmless, to the fullest extent allowed by law, the other party and its principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of their principals, officers, or employees in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, each party shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this Agreement shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.
7. This Contract shall be effective upon execution by both parties. The Work included in this Contract shall commence on May 16, 2018 (*or upon notice to proceed by the County*) and shall be completed on or before August 1, 2018 (*or within 50 working days*).
8. If any portion of this Agreement is held invalid, the remainder hereof shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.
9. GUARANTEE: A Performance and Labor and Material Payment Bond in the full amount of the Contract shall be required for all construction contracts.
10. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the Contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A. 1324b. The Contractor shall require any subcontractor to comply with the provisions of this section.
11. This Contract Agreement, along with the Suppliers Response, Plans and the following Supplemental Contract Documents, attached hereto and incorporated by this reference, form this Contract:
 1. Instructions to Bidders
 2. Supplemental Instructions to Bidders
 3. Project Location Map
 4. Accepted Proposal of Contractor
 5. Contractor Work Resume Form
 6. Project Schedule Form (Part A)
 7. Special Provisions
 8. Barricade Plans
 9. Performance and Labor and Material Payment Bond
 10. Purchasing Agent Appointment
 11. Nebraska Resale or Exempt Sale Certificate
 12. Tax Assessment Form
 13. Employer Classification Act Instructions
 14. Employee Classification Act Affidavit
 15. Insurance Clause and Certificate

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

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

EXECUTION BY LANCASTER COUNTY, NEBRASKA

ATTEST:

BY THE BOARD OF COUNTY COMMISSIONERS OF
LANCASTER COUNTY, NEBRASKA

County Clerk

Contract and Bond Approved as to Form

this _____ day of _____, _____

Deputy County Attorney

EXECUTION BY CONTRACTOR

IF A CORPORATION:

JJK Construction, LLC
Name of Corporation

6700 Little Salt Rd. Cesasco, NE 68017
(Address)

ATTEST:
Amber Kovitt
Secretary

By [Signature]
Duly Authorized Official

President
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

INSTRUCTIONS TO BIDDERS

LANCASTER COUNTY, NEBRASKA

PURCHASING DIVISION

E-Bid

1. BIDDING PROCEDURE

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

2. BID SECURITY

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

3. BIDDER'S REPRESENTATION

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

4. INDEPENDENT PRICE DETERMINATION

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

5. CLARIFICATION OF SPECIFICATION DOCUMENTS

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

6. ADDENDA

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

7. ANTI-LOBBYING PROVISION

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

8. BRAND NAMES

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

9. DEMONSTRATIONS/SAMPLES

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

10. DELIVERY (Non-Construction)

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

11. WARRANTIES, GUARANTEES AND MAINTENANCE

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

12. ACCEPTANCE OF MATERIAL

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

13. BID EVALUATION AND AWARD

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

14. INDEMNIFICATION

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

15. TERMS OF PAYMENT

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

16. LAWS

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

17. EQUIPMENT TAX ASSESSMENT

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

18. AFFIRMATIVE ACTION

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

19. INSURANCE

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

20. EXECUTION OF CONTRACT

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

21. TAXES AND TAX EXEMPTION CERTIFICATE

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

22. E-VERIFY

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

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

Lancaster County Engineering Department Road and Bridge Construction Projects

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

1. Section 1.3 is not applicable to this project.
2. Section 5.1 shall be amended as follows: Bidders shall promptly notify the Lancaster County Engineering Department of any ambiguity, inconsistency, or error which they may discover upon examination of the specification documents.
3. Section 10 is not applicable to this project and is replaced by the following:

DELIVERY (Construction): All bids shall be based on the delivery schedule specified in the Special Provisions and/or Project Schedule Form. Time required for delivery of labor, materials, services, etc... as specified above is hereby made an essential element of the bid.
4. Section 15 is not applicable to this project.
5. The following sections are added to the Instructions to Bidders:
 - 1) STANDARD SPECIFICATIONS. The work as detailed on the plans shall be completed in accordance with the requirements of the Nebraska Department of Roads 2007 Standard Specifications for Highway Construction. The Nebraska Department of Roads 2007 Standard Specifications for Highway Construction (NDOR Standard Specifications), including all amendments, Supplemental Specifications and additions thereto effective at the date of the contract, the Special Provisions, plans, and all supplementary documents are essential parts of the contract.
 - 2) Section 111 of the Standard Specifications is null and void and is replaced by the following:

BID DOCUMENTS. Copies of the Proposal, Specifications (Standard Specifications, Special Provisions, General Requirements, etc.), Plans (if required) and other document forms may be viewed at the office of the County Engineer or may be downloaded via the City/County e-bid process. Bidders are required to examine the same and satisfy themselves that all requirements are fully understood. Bidders are encouraged to personally inspect the location of the project upon which they are bidding. Upon award of the Contract, the Contractor may request up to three (3) additional sets of Plans and Specifications at no charge. Additional Specification may be purchased by payment of the current reproduction fee.
 - 3) Section 2 shall be amended to include the following:

The bidder will furnish a Bidder's Bond for not less than five percent (5%) of the total bid made payable to the County Treasurer of Lancaster County, Nebraska, which is to be retained as liquidated damages in case the bidder fails to enter into a Contract with sufficient bond for the full amount of the Contract price within ten (10) calendar days from the date of the award of the Contract to the bidder.
 - 4) Section 20 shall be amended to include the following:

Within ten (10) calendar days after the award of the bid, the successful bidder must execute a written contract between the bidder and the County; such contract will incorporate the County's contract documents and be on forms provided by the County. Failure to enter into such a contract with the County within such time period will cause a forfeiture of bidder's bid security to the County as fully liquidated damages.

Also within such time period, the successful bidder must furnish on forms provided by the County a Performance and Labor and Material Payment Bond in the sum of one hundred percent (100%) of the contract price, executed by the bidder and a corporate surety company authorized to transact business in the State of Nebraska. Such bond shall be conditioned upon the faithful performance of all terms and conditions of the contract documents, including the holding harmless of the County from failure to do so and including the making good of any and all guarantees which the contract documents may require; and, such bond shall be further conditioned upon the payment of all laborers and materialmen who provide labor, materials, etc. actually used or rented in the performance of the contract, including insurance premiums and interest.
 - 5) If any portion of this Agreement is held invalid, the remainder hereof shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

EXHIBIT "A"

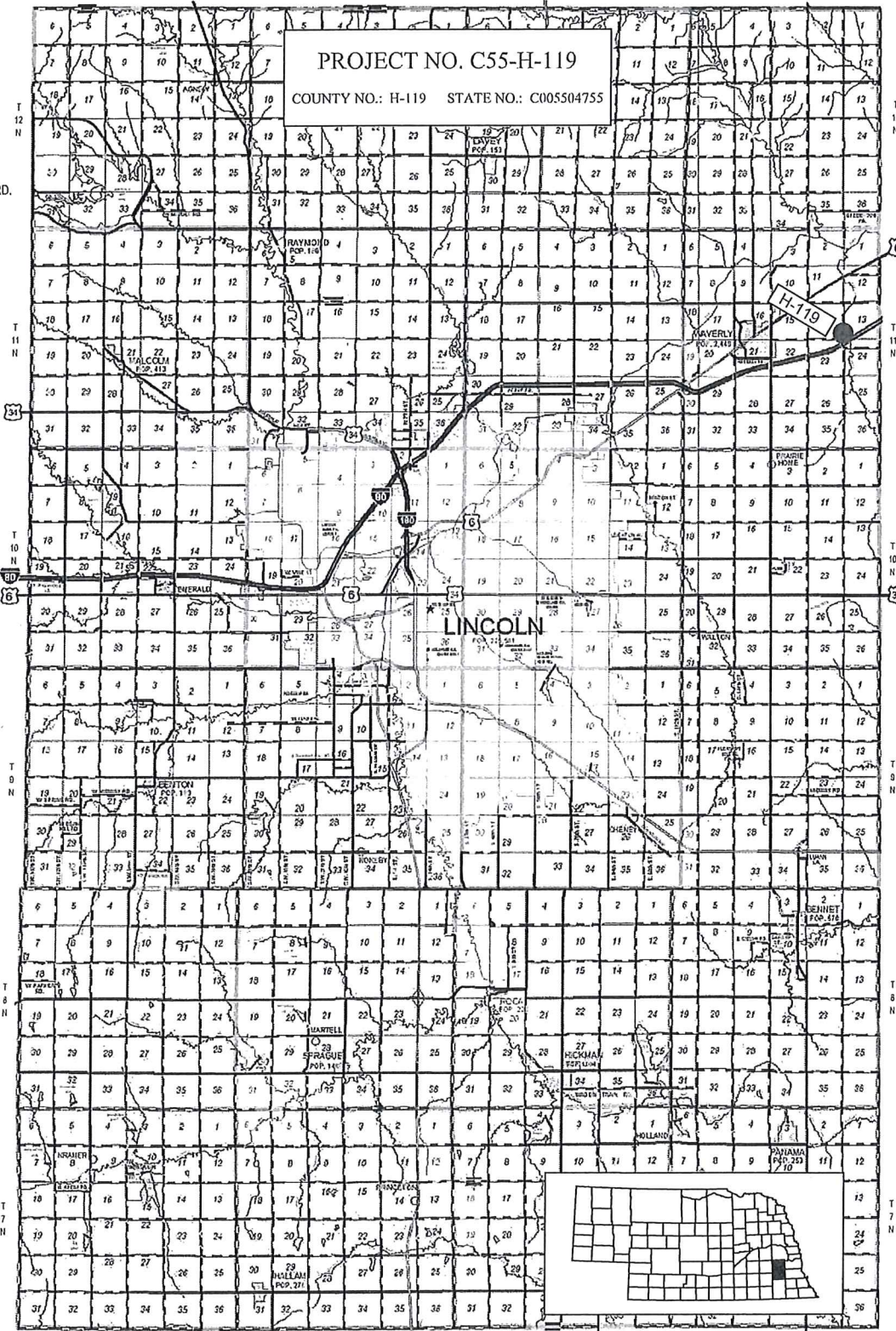
LANCASTER COUNTY, NEBRASKA



NO SCALE

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

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



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

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

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

Bid Information		Contact Information		Ship to Information
Bid Creator	Robert Walla Purchasing Agent	Address	Purchasing\City & County 440 S. 8th St. Lincoln, NE 68508	Address
Email	rwalla@lincoln.ne.gov	Contact	Robert Walla - Purchasing Agent	Contact
Phone	1 (402) 441-8309			Department
Fax	1 (402) 441-6513			Building
Bid Number	18-091	Department		Floor/Room
Title	SCOUR REPAIR AT BRIDGE H-119, PROJECT NO. 18-25 (Co. Engineer)	Building		Telephone
Bid Type	Bid	Floor/Room		Fax
Issue Date	3/29/2018 08:16 AM (CT)	Telephone	(402) 441-8309	Email
Close Date	4/18/2018 12:00:00 PM (CT)	Fax		
		Email	rwalla@lincoln.ne.gov	

Supplier Information

Company	JJK Construction, LLC
Address	555 W South St Lincoln, NE 68522
Contact	Jeremy Kyncl
Department	
Building	
Floor/Room	
Telephone	(402) 432-2605
Fax	(402) 434-5091
Email	jeremy@jjk.construction
Submitted	4/18/2018 11:35:49 AM (CT)
Total	\$334,496.28

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

Signature Jeremy Kyncl Email jeremy@jjk.construction

Supplier Notes

Bid Notes

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

Bid Activities

Date	Name	Description
4/18/2018 12:00:00 PM (CT)	Intent to Bid - General Contractor Listing	If you intend to bid as a Sub Contractor, select "No, I do not intend to respond to this opportunity" in the Response Intent Box, click Save. Click "Intent" a second time, select "Yes, I intend to respond to this opportunity" in the Response Intent Box, click Save.

Bid Messages

Bid Attributes
 Please review the following and respond where necessary

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

11	Tax Exempt Certification Forms	Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.)	Yes
12	Tax Assessment Form	I acknowledge reading and understanding the Tax Assessment Form will be required with the contract.	Yes
13	Bid Bond Submission	I acknowledge and understand that my bid will not be considered unless a bid bond or certified check in the sum of five percent (5%) of the total amount of the bid is made payable to the order of the County Treasurer as a guarantee of good faith prior to the bid opening. The bid security may be scanned and attached to the 'Response Attachments' section of your response or faxed to the Purchasing Office (402)441-6513. The original bond/check must then be received in the Purchasing Office, 440 S. 8th Street, Ste. 200, Lincoln, NE 68508 within three (3) days of bid closing. YOU MUST INDICATE YOUR METHOD OF BID BOND SUBMISSION IN BOX TO RIGHT!	I have scanned and attached my bid bond.
14	Project Dates	The Contractor agrees that the Work in this Contract shall commence on May 16, 2018 (or upon notice to proceed by the County) and shall be completed on or before August 1, 2018. This project will be considered a 50 working day project.	Yes
15	Unit Price Spreadsheets	I acknowledge the Excel spreadsheets are attached to this bid in the Response Attachment Section. The unit price of the Excel Spreadsheet takes precedence over the total submitted in Line Items.	Yes
16	Employee Class Act Affidavit	I acknowledge if awarded the contract I will abide by the law, notarize and attach the Employee Classification Act Affidavit to my contract.	Yes
17	Contact	Name of person submitting this bid:	Jeremy Kyncl
18	Electronic Signature	Please check here for your electronic signature.	Yes
19	U.S. Citizenship Attestation	Is your company legally considered an Individual or Sole Proprietor: YES or NO As a Vendor who is legally considered an Individual or a Sole Proprietor I hereby understand and agree to comply with the requirements of the United States Citizenship Attestation Form, available at: http://www.sos.ne.gov/business/notary/citizenforminfo.html All awarded Vendors who are legally considered an Individual or a Sole Proprietor must complete the form and submit it with contract documents at time of execution. If a Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program. Vendor further understands and agrees that lawful	No

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

Line Items

#	Qty	UOM	Description	Response
1	1	Lump Sum	SCOUR REPAIR AT BRIDGE H-119, PROJECT NO. 18-25 -- Total Lump Sum attached spreadsheet.	\$334,496.28

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

Supplier Notes:

Response Total: \$334,496.28

Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
	Project No. 18-25; Scour Repair at Bridge H-119 Part I - On North 176th Street (Between Bluff Road and Wavelry Road)				
	Group 1 - Grading				
1	General Clearing And Grubbing	1.00	Lump Sum	\$6,500.00	\$6,500.00
2	Large Tree Removal	1.00	Each	\$1,170.00	\$1,170.00
3	Large Stump Removal	1.00	Each	\$400.00	\$400.00
4	Remove and Salvage Guardrail	131.00	Lin. Ft.	\$13.56	\$1,776.36
5	Earthwork Measured In Embankment	327.00	Cu.Yds.	\$12.00	\$3,924.00
6	Removal and Replacement of Unsuitably Wet Soil	100.00	Cu.Yds.	\$30.00	\$3,000.00
7	Water	3.20	M.Gal	\$175.00	\$560.00
8	24" D90 Rock RipRap	1,030.00	Ton	\$55.00	\$56,650.00
9	Salvaging And Placing Top Soil	1,660.00	Sq.Yds.	\$2.50	\$4,150.00
10	Salvaging And Placing Top Soil On Rip-Rap	545.00	Sq.Yds.	\$3.50	\$1,907.50
11	Crushed Rock Surface Course	42.00	Ton	\$42.00	\$1,764.00
12	Incorporating Crushed Rock Surfacing	2.50	Station	\$456.00	\$1,140.00
13	Rental Of Crawler-Mounted Hydraulic Excavator, Fully Operated	10.00	Hour	\$190.00	\$1,900.00
14	Rental Of Front End Loader, Fully Operated	10.00	Hour	\$85.00	\$850.00
15	Rental Of Skid Loader, Fully Operated	10.00	Hour	\$125.00	\$1,250.00
16	Rental of Dump Truck, Fully Operated	10.00	Hour	\$110.00	\$1,100.00
	Total Group 1 =				\$88,041.86
	Group 5 - Landscaping				
17	Cover Crop Seeding	0.40	Acre	\$600.00	\$240.00
18	Erosion Control, Class 1F	2,142.00	Sq. Yds.	\$1.65	\$3,534.30
19	Fabric Silt Fence, Low Porosity	100.00	Lin. Ft.	\$5.00	\$500.00
20	Fabric Silt Fence, High Porosity	100.00	Lin. Ft.	\$5.00	\$500.00
21	Erosion Checks, Type "Wattle"	617.00	Lin. Ft.	\$5.00	\$3,085.00
	Total Group 5 =				\$7,859.30
	Group 6 - Bridge				
22	Excavation (Established Quantity)	1,841.00	Cu.Yds.	\$8.50	\$15,648.50
23	Preparation of Bridge at Sta. 20+50.00	1.00	Each	\$22,064.73	\$22,064.73
24	Abutment No. 1 Excavation	1.00	Lump Sum	\$9,254.05	\$9,254.05
25	Abutment No. 2 Excavation	1.00	Lump Sum	\$9,254.05	\$9,254.05
26	Class 47BD-3000 Concrete for Bridge	22.20	Cu.Yds.	\$687.81	\$15,269.38
27	Class 47BD-4000 Concrete for Bridge	2.70	Cu.Yds.	\$2,634.17	\$7,112.26
28	Reinforcing Steel For Bridge	2,180.00	Lbs.	\$2.25	\$4,905.00
29	Structural Steel For Substructure	8,980.00	Lbs.	\$3.71	\$33,315.80
30	Steel Sheet Piling	2,550.00	Sq.Ft.	\$28.28	\$72,114.00
	Total Group 6 =				\$188,937.77
	Group 7 - Guardrail				
31	Midwest guardrail System Bridge Approach Section	4.00	Each	\$2,500.00	\$10,000.00
32	Guardrail Terminal End Treatment, Type I	4.00	Each	\$2,500.00	\$10,000.00
	Total Group 7 =				\$20,000.00
	Group 10 - General				
32	Construction Staking And Surveying	1.00	Lump Sum	\$3,400.00	\$3,400.00
34	Barricades, Type III	700.00	BarrDay	\$1.65	\$1,155.00
35	Construction Signs	420.00	SignDay	\$1.65	\$693.00
36	Mobilization	1.00	Lump Sum	\$24,409.35	\$24,409.35
	Total Group 10 =				\$29,657.35
	Total All Groups =				\$334,496.28

CONTRACTOR WORK RESUME FORM
FOR
LANCASTER COUNTY, NEBRASKA

PROJECT NO. 18-06

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

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

1.	Board of County Commissioners Jefferson County	Jefferson County Bridge Repair C004813235	
	Owner	Project Name and/or Number	
	411 4th St	\$62,479	02/09/2018
	Street Address	Contract Amount	Completion Date
	Fairbury NE 68352		
	City State Zip		
	Speece Lewis Engineers, Inc.	(402)483-5466	
	Name Owner's Representative	Phone	

Brief Description of Work

Back wall and wing repair

2.	Nebraska Department of Transportation	Syracuse Southwest BRO-7066(43)	
	Owner	Project Name and/or Number	
	1500 Highway 2	\$1,011,987	11/21/2017
	Street Address	Contract Amount	Completion Date
	Lincoln NE 68509		
	City State Zip		
	Jesse De Los Santos	(402)471-4567	
	Name Owner's Representative	Phone	

Brief Description of Work

180' 10" Three span prestressed concrete slab bridge

3. Board of County Commissioners Saline County Swanton Southwest C007602505
Owner Project Name and/or Number
215 S. Court \$525,212 08/15/2017
Street Address Contract Amount Completion Date
Wilber NE 68465
City State Zip
Speece Lewis Engineers, Inc. (402)483-5466
Name Owner's Representative Phone

Brief Description of Work
90' Three span continuous concrete slab bridge

4. Board of County Commissioners York County Henderson Southeast C-93(967)
Owner Project Name and/or Number
510 Lincoln Ave \$207,014 03/03/2017
Street Address Contract Amount Completion Date
York NE 68467
City State Zip
Mainelli Wagner & Associates, Inc. (402)421-1717
Name Owner's Representative Phone

Brief Description of Work
30' Steel girder approach span extension

Refer to the Amendment of Section 102, Article 102.02 of the Standard Specifications Qualification of Bidder prior to completing this form.

PROJECT SCHEDULE
FOR
LANCASTER COUNTY, NEBRASKA

PROJECT NO. 18-25

SCOUR REPAIR AT BRIDGE H-119

Part A

The bidder proposes to furnish all necessary equipment, tools, machinery, apparatus, and other means of construction; to do all work and to furnish all materials and labor necessary to complete the work in accordance with the Plans, Specifications, and Special Provisions now on file in the office of the Lancaster County Engineer; to commence said work on May 16, 2018 and to complete all work on or before August 1, 2018. This project will be considered a working day project.

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

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

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

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

Part No.	Working Days Allowed
I. H-115	50

REVISIONS, AMENDMENTS AND/OR SUPPLEMENTS TO THE STANDARD SPECIFICATIONS

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

Section 101, Article 101.0317: **Commission.** Shall mean the Board of County Commissioners of Lancaster County, Nebraska.

Section 101, Article 101.0321: The word "Pre-Qualified" shall be eliminated from the definition of the term Contractor.

Section 101, Article 101.0328: **Department.** Shall mean the Lancaster County Engineering Department.

Section 101, Article 101.0335: **Engineer.** Shall mean the Lancaster County Engineer.

Section 101, Article 101.0349: The word "Pre-Qualified" shall be eliminated from the definition of the term Letting.

Section 101, Article 101.0383: **State.** Shall mean Lancaster County, Nebraska.

Section 102, Article 102.01: This section of the Standard Specification is null and void.

Section 102, Article 102.02: This section of the Standard Specification is null and void and will be replaced with the following:

QUALIFICATION OF BIDDERS.

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

Section 102, Article 102.05: This section of the Standard Specification is null and void (see E.E.O. requirements in Instructions to Bidders).

Section 102, Article 102.06: This section of the Standard Specification is null and void.

Section 102, Article 102.08: This section of the Standard Specification is null and void.

Section 102, Article 102.10 Paragraphs 1 and 2:

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

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

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

These sections of the Standard Specifications are null and void.

Section 102, Article 102.12: This section of the Standard Specifications is null and void and will be replaced with the requirements in Section 1 of the Instructions to Bidders.

Section 102, Article 102.15: This section of the Standard Specifications is null and void and will be replaced with the requirements in Section 2 of the Instructions to Bidders.

Section 103, Article 103.01: The reference to the "Director" in the first sentence will mean Lancaster County Board of Commissioners. The reference to "Thirty Days" in the second sentence will be amended to 90 days.

Section 103, Article 103.04: This section of the Standard Specifications is null and void and will be replaced with Paragraph 20 of the Instructions to Bidders.

Section 103, Article 103.05: This section of the Standard Specifications is null and void and will be replaced with Paragraph 20 of the Instructions to Bidders.

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

This section of the Standard Specifications is null and void and will be replaced with Paragraph 13 of the Supplemental Instructions to Bidders.

Section 103, Article 103.06 Paragraph 2(b):

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

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

Section 105, Article 105.02 Paragraph 7:

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

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

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

Section 107, Article 107.13: This section of the Standard Specification is null and void

Section 109, Article 109.07 Paragraph 3(b):

This section of the Standard Specifications is null and void.

PROJECT SCHEDULE, SUPPLIERS AND SUBLETTING

PRECONSTRUCTION CONFERENCE

At the preconstruction conference, the Contractor shall prepare and submit for acceptance specific plans for accomplishing temporary erosion control, including that required for haul roads, plant sites, borrow pits, and disposal sites. A plan that contains only general statements indicating that erosion control will be accomplished "according to accepted standards" or "according to NDOT standards" is not acceptable. No work shall start until the erosion control plans are accepted by the Engineer.

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

SUBLETTING OR ASSIGNMENT OF THE CONTRACT

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

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

LIST OF SUBCONTRACTORS

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

INDEPENDENT CONTRACTOR

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

LIST OF SUPPLIERS

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

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

UTILITIES

GENERAL NOTES

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

The Contractor should request a utility status update at the project pre-construction conference, and/or prior to starting work. Any utility adjustments or interruption of service for the convenience of the Contractor shall be the sole responsibility of the Contractor.

All utility rehabilitation will be accomplished prior to or concurrent with construction.

To arrange for utilities to locate and flag their underground facilities, contact Diggers Hotline of Nebraska at 1-800-331-5666, or dial 811.

The Contractor's attention is directed to Paragraph 1, subsection 201.1 of the NDOT 2007 Standard Specifications for Highway Construction relative to the removal of poles to or beyond the Right of Way line and the lines indicating the limits of construction. If the Contractor desires the further removal of poles beyond the Right of Way lines to the limits of construction and their replacement to facilitate construction operations the entire expense for this movement and replacement shall be borne by the Contractor alone. An estimate of cost for the work described above may be obtained at the office of the Chief Engineer of the utility involved.

SURVEYING

CONSTRUCTION SURVEYING

The Contractor shall be responsible for all construction surveying on this project in compliance with *Section 114 of the Standard Specifications* with the exception of *Section 114, Article 114.01, Paragraph 2*, which shall be considered null and void. The contractor shall accomplish the requirements in Paragraph 3 of this Subsection including the staking of the limits of right-of-way and easements, both permanent and temporary.

CONSTRUCTION SITE CONTROL

GENERAL

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

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

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

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

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

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

TRAFFIC CONTROL

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

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

PROVISIONS FOR TRAFFIC

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

BARRICADES

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

The barricades will be provided by the Contractor in accordance with the Barricade Plan for each site as indicated in the plans for the project or as directed by the Project Engineer. All barricades furnished shall be Type II or Type III and will be equipped with Type "A" flashing lights.

All barricades required by the Barricade Plan or the Detour Plan will be properly erected prior to any work beginning at the construction site. Maintenance of and payment for barricades will be in accordance with *Subsection 937.09* of the *Standard Specifications*.

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

CONSTRUCTION SIGNS

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

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

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

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

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

Payment for construction signs will be measured by the number of calendar days each sign remains in use on the project regardless of the size, type, mounting method, or message appearing on the sign. The unit for this work shall be known as a "Sign Day". This price shall be full and complete compensation for furnishing all labor, material, equipment, and other incidentals necessary to provide, erect, maintain, repair, and remove construction signs.

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

FLAGGER

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

CLEARING AND GRUBBING

GENERAL

"General Clearing and Grubbing" will be a lump sum pay item. General Clearing and Grubbing includes removing all trees except those trees with a circumference exceeding 80 inches at 40 inches above ground level and stumps whose circumference at or near ground level is 80 inches or more.

Trees whose circumference exceed 80 inches at 40 inches above ground level and stumps whose circumference exceeds 80 inches at ground level are to be counted to establish the pay quantity Each (ea) and shall be paid for under the item "Large Tree Removal".

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

REMOVAL

REMOVAL OF EXISTING BRIDGE(S)

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

REMOVAL OF LEAD PLATES

Any lead plates that are encountered shall be recycled at a legitimate recycling facility in the same manner described for lead plates in Paragraph 3 (Environmental Requirements) in Section 203.01 of the Standard Specifications and in accordance with Title 128, Nebraska Hazardous Waste Regulations. All other work involved with the removal and handling shall be in accordance with Section 732 of the Standard Specifications.

REMOVAL OF LEAD BASED PAINT

There is potential for lead based paint to be found on the bridges painted components. Scrape samples of paint shall be taken from the existing structure(s) by the Contractor and analyzed for the presence of toxic metals. The Contractor is required to conduct their own monitoring at project start-up, and adjust worker protection and work practices according to the results.

Removal of paint containing hazardous metals can create exposure conditions above regulatory limits for health and safety requirements. Extreme caution shall be taken to minimize the amount of potential lead based painted material or debris from causing or threatening to cause pollution of the air, land and waters of the State. If the method of removal of the components generates paint debris, the waste shall be handled in accordance with NDORs Standard Specification for Highway Construction Section 732 (Lead-based Paint Removal) and Title 128, Nebraska Hazardous Waste Regulations. The Contractors implementation plan efforts shall be documented in ECOD. (NDOR District, Contractor).

Paragraph 1. of Subsection 732.01 in the Standard Specifications is void and superseded by the following:

This work consists of the removal of lead-based paint and the removal of lead-based painted structural steel members which may involve abrasive removal of paint (i.e., sandblasting, scraping), the cutting of members, and the collection, site storage and disposal of all paint debris waste generated during the process of removal or modification of the existing structure. This work shall be done in accordance with this specification and the method statement as approved by the Engineer. The collected paint debris waste will be characterized as hazardous waste and is subject to hazardous waste regulations.

EXCAVATION AND EMBANKMENT

EXCAVATION (ESTABLISHED QUANTITY)

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

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

Any of the material resulting from the removal of structures and other non-salvageable construction debris becomes the property of the Contractor.

"Excavation (Established Quantity)" is the plan quantity in cubic yards.

Payment shall be made at the contract unit price by the cubic yard as shown in the plan quantities.

Section 205 of the 2007 edition of the NDOT 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 shall be considered, to be Class III and shall be compacted to the optimal stiffness as defined by a deflection target value established by the Engineer. The moisture content of the soil in each layer shall be adjusted, if necessary, such that it is in conformance with the percent moisture established by the Engineer.

Driveway embankments shall be considered, to be Class I.

Unsuitable material which cannot be dried by discing in place shall be removed to the length, width, and depth directed by the Engineer and replaced with an approved material. The unsuitable material shall be disposed of as directed by the Engineer.

If unsuitable soil is encountered at the elevation established for the bottom of the excavation, the excavation shall be continued to a width and depth designated by the Engineer. The unsuitable material shall be disposed as directed by the Engineer. The additional volumes excavated shall be replaced with a compacted approved granular material.

"Granular Backfill" meeting the requirements specified in Subsection 1033.02, Paragraphs 1., 2., and 3. or 6. and in Tables 1033.02A, 1033.03A or 1033.06 of the NDOT 2017 Standard Specification for Highway Construction will be acceptable will be acceptable backfill for bridge foundations, all culverts, structural plate pipe, headwalls and wingwalls. The material shall be compacted to optimal stiffness as defined by a deflection target value established by the Engineer.

"Clay lump" and "mortar-making" properties do not apply.

Unsuitable material in low areas where drainage is expected to be a problem shall be removed, disposed and replaced with "Granular Backfill" meeting the requirements in Tables 1033.02, 1033.03, 1033.05, 1033.06, 1033.07, 1033.08, or 1033.09 of the NDOT 2017 Standard Specifications for Highway Construction.

DEWATERING EXCAVATION(S)

The Contractor will note that some work sites in this contract may have standing water under the existing culvert or bridge. If water is encountered, the Contractor shall dewater the excavation and the 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.

If water percolates through the base of the excavation in spite of dewatering efforts, then the Contractor shall place a watertight seal course in the bottom of the excavation. This will be considered extra work.

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

EMBANKMENT FOR BRIDGE(S)

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

EARTHWORK MEASURED IN EMBANKMENT

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

An estimated quantity of excavation on the project may be shown on the plans for informational purposes only.

RIPRAP AND TOPSOIL

PLACING ROCK RIPRAP, TYPE(S) "24" D90"

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

SALVAGING AND PLACING TOPSOIL

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

Section 207.01 will be amended to read:

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

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

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

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

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

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

EROSION AND SEDIMENT CONTROL

INSTALLATION OF TEMPORARY AND PERMANENT EROSION/SEDIMENTATION CONTROL MEASURES

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

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

Permanent Erosion/Sedimentation control measures will consist of Seeding, Type "A", Erosion Control, Class 1-F, and Erosion Checks, Type "Wattle" and/or erosion and sediment control materials chosen from the tables below as adopted from the "State of Nebraska Department of Transportation Erosion and Sediment Control Approved Products List" as approved by the Engineer. This work will be done as soon as practical after completion of the rip-rap installation and final grading work.

**Table A
 Slope Erosion Control Usage Chart**

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

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

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

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

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

Table C

Product Type	Product Description	Material Composition	Functional Longevity	Blanket Size		Acceptable Matrix Fill Material	Mass Per Unit Area ASTM D6476	Minimum Size of Net Openings	Minimum Light Penetration ASTM D6587
				Minimum Roll Width	Minimum Thickness ASTM D 6525				
Class 1 – Degradable Blankets									
A	Slope Protection Netting	A photodegradable black synthetic mesh.	24 Months	6.5' (2.0 m)	N/A	N/A	2.2 lbs./1000 sf	0.75"x0.75"	N/A
B	Lt. Wt. Quick Degrading Erosion Control Blanket	Processed degradable natural and/or polymer fibers mechanically bound together by a single rapidly degrading, synthetic or natural fiber netting.	3 Months	4.0'	0.25" (6.35 mm)	Straw or Excelsior	0.40 lbs/sy	0.50"x0.50" (12.7 mm x 12.7 mm)	10%
C	Lt. Wt. Single Net Erosion Control Blanket	Processed degradable natural fibers mechanically bound together by a single degradable, synthetic or natural fiber netting.	12 Months	6.5' (2.0 m)	0.25" (6.35 mm)	Straw or Excelsior	0.50 lbs/sy (0.25 kg/sm)	0.50"x0.50" (12.7 mm x 12.7 mm)	7%
D	Lt. Wt. Double Net Erosion Control Blanket	Processed degradable natural fibers mechanically bound together between two degradable, synthetic or natural fiber nettings.	12 Months	6.5' (2.0 m)	0.25" (6.35 mm)	Straw or Excelsior	0.50 lbs/sy (0.27 kg/sm)	0.50"x0.50" (12.7 mm x 12.7 mm)	7%
E	Med. Wt. Double Net Erosion Control Blanket	An erosion control blanket composed of degradable natural fibers and/or processed slow degrading natural fibers mechanically bound together between two slow degrading synthetic or natural fiber nettings to form a continuous matrix. A minimum of 60% of the matrix. A minimum of 60% of the matrix must consist of fibers proven to last a minimum of 24 months.	24 Months	6.5' (2.0 m)	0.25" (6.35 mm)	Straw/Coconut, Excelsior, or Coconut Fibers	0.50 lbs/sy (0.27 kg/sm)	0.50"x0.50" (12.7 mm x 12.7 mm)	7%
F	Heavy Duty Erosion Control Blanket	An erosion control blanket composed of degradable natural fibers and/or processed slow degrading natural fibers mechanically bound together between two slow degrading synthetic or natural fiber nettings to form a continuous matrix.	36 Months	6.5' (2.0 m)	0.25" (6.35 mm)	Coconut Fibers	0.50 lbs/sy (0.27 kg/sm)	0.50"x0.50" (12.7 mm x 12.7 mm)	7%

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

Table D
Rolled Erosion Control Product Physical Properties Specification Chart

Product Type	Product Description	Material Composition	Size of Net Openings	Blanket Size		Acceptable Matrix Fill Material	Mass Per Unit Area (ASTM D5588)	Strength Testing (ASTM D 6818)	
				Minimum Roll Width	Minimum Thickness ASTM D 6525			MD Tensile MD Elongation	TD Tensile TD Elongation
Class 2 – Long-Term Non-degradable Channel Applications									
A	Turf Reinforcement Mat	Turf Reinforcement Mat (TRM) – A rolled erosion control product composed of non-degradable synthetic fibers/filaments, mesh wire mesh and/or other elements, processed into a permanent three-dimensional matrix of sufficient thickness. TRMs, which may be supplemented with degradable components in Class 2A, are designed to impact immediate erosion protection, enhance vegetation establishment and provide long-term functionality by permanently reinforcing vegetation during and after maturation. Class 2, Type C TRMs must provide sufficient thickness, strength and void space to permit soil filling and/or soil retention and promote the development of vegetation within the matrix.	0.50"x0.60" (12.7mm x 15.2mm)	6.5 (2.00 m)	0.25 inches (6.35 mm)	Excelsior, Coconut, or Polymer fibers.	10 oz/sy (340 g/m ²)	125 lbs/ft (1.52kN/m)	125 lbs/ft (1.82kN/m)
B	Turf Reinforcement Mat		0.50"x0.60" (12.7mm x 15.2mm)	6.5 (2.00 m)	0.60 inches (15.24 mm)	100% UV Stabilized Polypropylene Fibers	10 oz/sy (340 g/m ²)	150 lbs/ft (2.19 kN/m)	150 lbs/ft (2.19kN/m)
C	Turf Reinforcement Mat		0.50"x0.60" (12.7mm x 15.2mm)	6.5 (2.00 m)	0.60 inches (15.24 mm)	100% UV Stabilized Polypropylene Fibers	14 oz/sy (475 g/m ²)	175 lbs/ft (2.55 kN/m)	175 lbs/ft (2.55kN/m)

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

Table E
Rolled Erosion Control Product Performance Specification Chart

Product Type	Product Description	Material Composition	Functional Longevity	Slope Application		Channel Application	Minimum Tensile Strength ASTM D 5035
				Maximum Gradient	IC ¹ Factor	Permissible Shear Stress (Unvegetated)	
Class 1 – Degradable Blankets							
A	Slope Protection Netting	A photodegradable synthetic mesh or woven biodegradable natural fiber netting.	12 Months	3:1	N/A	N/A	N/A
B	Light Weight Quick Degrading Blanket	Processed degradable natural and/or polymer fibers mechanically bound together by a single rapidly degrading synthetic or natural fiber netting.	3 Months	3:1	≤0.15@3:1	N/A	N/A
C	Light Weight Single Net Erosion Control Blanket	Processed degradable natural and/or polymer fibers mechanically bound together by a single degradable synthetic or natural fiber netting.	12 Months	3:1	≤0.15@3:1	N/A	N/A
D	Light Weight Double Net Erosion Control Blanket	Processed degradable natural and/or polymer fibers mechanically bound together between two degradable synthetic or natural fiber nettings.	12 Months	2:1	≤0.20@2:1	1.75 lbs/sf (84 Pa)	75 lbs/ft (1.05 kN/m)
E	Medium Weight Double Net Erosion Control Blanket	An erosion control blanket composed of processed slow degrading natural or polymer fibers mechanically bound together between two slow degrading synthetic or natural fiber nettings to form a continuous matrix.	24 Months	1.5:1	≤0.25@1.5:1	2.00 lbs/sf (96 Pa)	100 lbs/ft (1.42 kN/m)
F	Heavy Duty Erosion Control Blanket	An erosion control blanket composed of processed slow degrading natural or polymer fibers mechanically bound together between two slow degrading synthetic or natural fiber nettings to form a continuous matrix or an open weave textile composed of processed slow degrading natural or polymer yarns or twines woven into a continuous matrix.	36 Months	1:1	≤0.25@1:1	2.25 lbs/sf (109 Pa)	100 lbs/ft (1.42 kN/m)

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

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

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

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

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

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

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

Class 1 "F" Heavy Duty Erosion Control Blanket shall be installed in accordance with the Plans and as described in Section 807 of the Standard Specifications. The blanket material must be selected from the "State of Nebraska Department of Roads Erosion and Sediment Control Approved Products List" and will be paid for as "Erosion Control, Class 1-F" by the square yard.

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

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

BACKFILLING

BACKFILL FOR STRUCTURES

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

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

The Contractor shall not excavate within 5 feet of any cast-in-place concrete deadman tie rod anchor except for the limits of tie rod trenches and granular backfill as shown in the granular backfill details.

Tie rod trenches shall be backfilled with granular backfill.

Abutment and wing backfill shall be placed and compacted to an elevation matching the planned tie rod elevations. The tie rods shall then be installed. Deadman shall be backfilled and compacted prior to continuing the backfilling operation at the abutments and wings.

"Granular Backfill" meeting the requirements specified in Subsection 1033.02, Paragraphs 1., 2., and 3. or 6. and in Tables 1033.02A, 1033.03A or 1033.06 of the NDOT 2017 Standard Specifications for Highway Construction will be acceptable backfill for bridge foundations, all culverts, structural plate pipe, headwalls and wingwalls. The material shall be compacted to optimal stiffness and moisture content as defined by a deflection target value established by the Engineer.

Tie rod excavation is included in the bridge abutment excavation.

SURFACING

INCORPORATING CRUSHED ROCK SURFACING

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

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

REVEGATATION

REVEGETATION PLAN FOR PROJECT SITES IN THIS CONTRACT

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

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

SEEDING, TYPE "A"

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

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

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

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

The following seed mixture shall be used for type(s) "A" seeding work indicated in the Plans:

Species	Minimum Purity (percent)	Lbs. of PLS/acre
Canada wildrye – Mandan, Nebraska native	85	4
Slender wheatgrass	85	3
Western wheatgrass – Flintlock, Barton	85	4
Indiangrass – Oto, Nebraska-54, Holt	75	2
Switchgrass – Pathfinder, Blackwell, Trailblazer	90	1.0
Big bluestem – Pawnee, Roundtree, Bonanza	60	3
Little bluestem – Aldous, Blaze, Camper, Nebraska native	60	2.5
Sideoats grama – Butte, El Reno, Trailway	75	4
Illinois bundleflower – inoculated <i>or</i> Partridge pea – inoculated	90	0.2 or 0.2
Black-eyed Susan (Rudbeckia hirta)	85	0.4
Blue flax (Linum lewisii)	85	1
Rocky Mountain bee plant (Cleome serrulata)	85	0.3
Grayhead prairie coneflower (Ratibida pinnata)	85	0.25
Oats/Wheat (wheat in the fall)	90	10

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

FERTILIZER

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

Rate of application of commercial inorganic fertilizer shall be:

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

MULCH

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

HYDROMULCHING

Description

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

Material Requirements

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

Construction Methods

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

Method of Measurement

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

Basis of Payment

1. Pay Item: Hydromulch
Pay Unit: Ton
2. Final Quantity Determination:
 - a. If the computed tons of the hydromulch applied are within 5 percent (+/-) of the tons required as determined by the approved application rate, the final pay quantity will be the computed weight.
 - b. If the computed tons of the hydromulch applied are less than 95 percent of the tons required as determined by the approved application rate, the Contractor shall apply additional hydromulch at locations as directed by the Engineer. The final pay quantity will be the computed weight after the additional application has been applied and will not exceed 105 percent of the tons required as determined by the approved application rate.
 - c. If the computed quantity of the hydromulch applied exceeds 105 percent of the tons required as determined by the approved application rate, the final pay quantity will not exceed 105 percent of the tons required as determined by the approved application rate.

- d. If upon visual inspection, the Engineer determines that the hydromulch application is "light" in some areas, even though the required tons as determined by the approved application rate was applied to the overall area of application, the Contractor shall apply additional hydromulch as directed by the Engineer. The final pay quantity will be the computed weight after the additional application has been applied and will not exceed 105 percent of the tons required as determined by the approved application rate. The quantity of hydromulch applied that is in excess of 105 percent of the tons required as determined by the approved application rate shall be at no additional cost to the County.
3. Direct payment for water incorporated into the hydromulch will not be made. Water is subsidiary to the item of Hydromulch.
4. Payment is full compensation for all work prescribed in this Section.

PAYMENT OF SEEDING/FERTILIZER

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

PERMITS

NATIONWIDE SECTION 404 PERMIT

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

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

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

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

BRIDGE ITEMS

BRIDGE SHORING

The Contractor shall excavate and place shoring, as necessary, to insure safe access to work areas.

PAINTING STEEL

All miscellaneous steel and tie rods, except surfaces against which plastic concrete is to be placed, shall be cleaned and painted with a prime coat. The final coat is not required. Payment for materials and labor shall be subsidiary to the pay item "Structural Steel for Substructure".

The Contractor shall select from one of the following coating systems.

The Contractor shall perform surface preparation in accordance with the requirements of SSPC-SP 10, and in accordance with the coating manufacturer's recommendations. Surface profile after abrasive blasting shall be in accordance with the coating manufacturer's recommendations. Care shall be taken to protect nearby surfaces.

Application shall be by airless spray in accordance with manufacturer's recommendations.

Carboline Company
 Sales contact: Jesse Hartman
 (319) 754-4823

Prime coat:	Carbozinc 859, Organic Zinc-Rich Epoxy	(3.0 - 5.0 mils DFT)
Intermediate coat:	Carbomastic 15, Epoxy mastic	(3.0 - 5.0 mils DFT)
Finish coat:	Carboguard 890, Cycloaliphatic Amine Epoxy	(4.0 - 6.0 mils DFT)

International
 Sales contact: Eric Shelton
 (785) 817-0150

Devoe High Performance Coatings		
Prime coat:	Catha-Coat 302H, Reinforced Inorganic Zinc	(3-5 mils DFT)
Intermediate coat:	Bar-Rust 231, Surface Tolerant Epoxy	(6-8 mils DFT)
Finish coat:	Bar-Rust 231, Surface Tolerant Epoxy	(6-8 mils DFT)

Sherwin Williams Company
 Sales contact: Tom Neuverth
 (402) 699-6994

Prime coat:	Corothane I - GalvaPac Zinc Primer – B65 series	(3.0 - 4.0 mils DFT)
Finish coat:	Polysiloxane XLE-80, Epoxy Siloxane	(5.0 - 7.0 mils DFT)

Removal of lead paint shall be done in accordance with Section 732 of the Standard Specifications for Highway Construction. Existing paint shall be assumed to contain lead unless confirmed otherwise by testing. The Contractor is required to conduct its own monitoring at project start-up, and in accordance with federal regulations adjust worker protection and work practices according to the results. Containment shall be provided by the Contractor to capture all spent abrasive blast material and paint chip debris. The Contractor shall dispose of all wastes in accordance with all federal, state and local regulations.

After abrasive blasting, the Contractor shall test for the presence of soluble salts using a CHLOR*TEST kit. If salts are detected, the substrate shall be pressure washed with CHLOR*RID in accordance with manufacturer's recommendations until the salt is removed.

Surfaces to be painted shall exhibit the cleanliness required by the coating manufacturer prior to applying the coating.

Coatings shall be applied in accordance with Section 709 of the Standard Specifications for Highway Construction, and in accordance with the coating manufacturer's recommendations.

The Contractor shall apply each coat to the thicknesses specified. The Contractor shall measure the thickness of each coat using nondestructive magnetic dry film thickness gages. The Contractor shall comply with SSPC-PA2 for the calibration and use of the gages, and the frequency of thickness measurements. Spot readings 120% of the specified maximum and 80% of the specified minimum are acceptable, provided the average thicknesses are within the specified tolerances.

If there are questions regarding the non-destructive measurements of coating thickness, a Tooke Gage (destructive scratch gage) may be used when authorized by the Engineer. The Contractor shall conduct measurements in accordance with ASTM D4138, but limit the use of the gage to a minimum of locations. The Contractor shall mark and repair all damage caused by the destructive testing, whether created by the Engineer or the Contractor.

The Contractor shall apply additional coating of the same type to areas of insufficient thickness.

The Contractor shall use care during application to assure that all repairs blend in with the surrounding surfaces.

The Contractor shall provide the finish coat in a color and gloss as specified on the plans and approved by the Engineer

PAYMENT DEDUCTIONS

Paragraphs 8.a., b. and c. of Subsection 704.05 are void and superseded by the following:

The 28-day compressive strength is determined by the average strength of all cylinders made on a specific day to determine the 28-day compressive strength of all of a group's class of concrete poured that day. Concrete with a 28-day compressive strength not meeting the design compressive strength is subject to removal.

If the 28-day compressive strength is less than the design compressive strength, cores may be taken, at the discretion of the Engineer, within 45 days after the concrete was poured. The average of the cores will be used to determine the compressive strength.

If either the 28-day compressive strength or the average core strength is less than the design strength and the Engineer determines that the concrete is acceptable for use, the concrete is subject to a payment deduction. The pay deduction is shown below:

$$\frac{2 \times (\text{Design Compressive Strength} - 28\text{-day Compressive Strength})}{\text{Design Compressive Strength}} = \text{Percent Reduction}$$

OR

$$\frac{2 \times (\text{Design Compressive Strength} - \text{Average Core Compressive Strength})}{\text{Design Compressive Strength}} = \text{Percent Reduction}$$

The following Special Provision applies to concrete bridge rail.

Paragraph 14 of Subsection 704.03 in the Standard Specifications is void and superseded by the following:

Bridge Deck Curing in Cold Weather

The following requirements shall govern the placement of bridge rail concrete when the temperature will be less than 40°F during the 10-day wet curing period.

The temperature of the concrete shall not be less than 50°F immediately after being placed.

The Contractor shall furnish heating equipment and/or enclose and protect the structure in such a way that the concrete shall be maintained at a temperature between 50°F and 100°F for the first 72 hours after the concrete has been placed, and at a temperature of between 40°F and 100°F for the next 168 hours.

After 240 hours of curing is complete, the concrete temperature shall not decrease at a rate faster than 5°F/hour.

The Contractor shall assume all risk connected with the placing of concrete during freezing weather, and permission given by the Engineer to place concrete during such time will not relieve the Contractor of the responsibility for satisfactory results. Any concrete showing damage from freezing shall be rejected.

The Contractor shall be responsible for the repair of all visible cracks more than 3 inches (75 mm) in length that develop on the bridge deck up to the time the project is accepted at no additional cost to the Department.

Cracks shall be repaired with an approved bridge deck crack sealant (methacrylate). Crack sealants shall be installed in accordance with the manufacturer's recommendations.

BRIDGE RAILS

Section 704 in the Standard Specifications is amended to include the following:

All concrete rails on bridges shall be cast-in-place. Slip-forming will not be permitted for concrete rails on bridges.

CONCRETE REPAIR

Description

This provision entails the repair of deteriorated or damaged concrete manifested as spalling, delamination, cracking, crushing or breakage. This type of repair shall consist of patching defective concrete with suitable materials. Concrete repair shall be performed at locations indicated on the plans and/or as authorized by the Engineer.

Material Requirements

Products appearing on the NDOR Approved Products List under "Pavement and Structural Patching Materials" may be used without further qualification. Products suitable for vertical and overhead placement are shown on a continuation of this list. Products used shall be prescribed by the manufacturer for the purpose for which they are to be used.

Equipment

Sand blasting equipment for cleaning of reinforcing steel and adequate tools for placement of repair material shall be used as needed. Effective mixing equipment shall be used for mixing concrete repair materials.

Construction Methods

The Contractor shall sandblast and clean all exposed reinforcing bars and all prepared concrete surfaces. All concrete surfaces that contact new material shall be clean and free of all contaminants, dust and laitance so as to ensure proper adhesion of the material to the concrete. The instructions of the repair product manufacturer shall be followed regarding preparation, installation and any precautions that pertain to safety or performance of the product.

CRACK EPOXY INJECTION

Description

This provision covers the repair of deep cracks in concrete structures with epoxy based compounds. The concrete shall be thoroughly repaired by full depth injection of epoxy, where required, so as to restore structural integrity of the concrete.

Material Requirements

Epoxy compounds and adhesives are covered in Section 1018 of "The Standard Specifications for Highway Construction". Type I or Type IV products compatible with the epoxy injection process shall be chosen. Product viscosities should be compatible with the size and type of cracks to be repaired. The NDOR Approved Products List under "Epoxy Resin Bonding Systems" shows products that may be used without further qualification. The Engineer shall make the final determination as to product suitability for a specific purpose. It is recommended that, in case any uncertainty exists as to the suitability of a product, Bridge Division be contacted prior to ordering that product.

Equipment

Equipment shall be compliant with industry standards and prescribed by the product manufacturer for use in application of their products.

Construction Methods

Techniques should be used to inject approved epoxy resin compounds to the full depth of the cracks in concrete structures, as indicated in the plans. Methods shall be in accordance with industry standards and application of materials shall be as prescribed by the material manufacturer.

Before epoxy injection, the soundness of the concrete shall be investigated. Unsound concrete that may become unattached during injection shall be removed and exposed reinforcing steel cleaned. Areas where concrete is spalled or has been removed shall be repaired as per special provision "Concrete Repair". Subsection 1018.03 of "The Standard Specifications for Highway Construction" shall apply.

PREPARATION OF BRIDGE AT STATION(S)

Description

Preparation of the existing bridge structure(s) shall be in accordance with the pertinent provisions of Section 704 of the Standard Specifications.

Preparation Items

The work shall include all work prescribed in the plans necessary to prepare the existing bridge including but not limited to any of the following that apply:

The removal of existing concrete bridge components as shown in the plans

The removal of expansion devices and/or expansion joint material, if removal is not covered elsewhere in the contract documents or manufacturer's instructions

The saw-cutting and breaking back of existing concrete structures to the limits shown in the plans

The drilling of holes for dowel bars

The surface preparation and cleaning for the painting of girders, bearings, and/or piling in accordance with the requirements of SSPC-SP 10 and in accordance with the coating manufacturer's recommendations.

The cleaning and roughening of the existing concrete that comes into contact with the new work

The cleaning, straightening and extending of the existing reinforcing steel into the new work

There is an overhead power line in the vicinity of these bridges. The contractor shall coordinate with the power company to schedule construction activities that will be performed in close proximity to the power line.

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

Jackhammer Requirements

This paragraph shall apply to concrete removals for which specifications have not been provided elsewhere in the contract documents: When breaking existing concrete, the use of a 15 Lb. maximum hammer applied at a 45° angle is required to chip along the edges of removal, and a 30 Lb. maximum hammer applied at a 45° angle is required for all other concrete removal.

Exclusions

This provision shall not pertain to removals or preparation for some items of work that may be covered in other contract documents or manufacturer's installation instructions for those specific items.

Handling and Disposal of Materials

If there are lead plates under the existing steel rail posts, the lead plates shall be recycled in accordance with Subsection 203.01 Paragraph 3 (Environmental Requirements) of the Standard Specifications for Highway Construction, as prescribed for lead plates under existing bearings.

All other material resulting from the removal of specified bridge components; e.g., structural steel (painted or unpainted) shall become the property of the Contractor and shall be promptly removed from the right-of-way. It is the responsibility of the Contractor to handle materials that may contain toxic substances in accordance with federal, state and local regulations.

Extreme caution shall be exercised in removing the existing bridge components so that no material or debris falls or upon the roadway or into the channel (if so located) below the bridge. The Contractor shall take adequate precautions to protect all traffic and roadways.

Existing Reinforcing Encountered During Concrete Removal

When existing reinforcing steel is broken or has a section loss greater than 20%, the Contractor shall lap splice the existing bar with a bar of matching size. Lap splices shall be as given in the following table:

Bar #	Non-epoxy Length (in.)	Epoxy Length (in.)
4	15	18
5	20	24
6	26	31
7	33	39
8	45	54
9	59	71
10	74	89
11	95	139

The bar used to splice, shall lap, by the length given above, with a portion of the existing bar of which 80% or more of the full section is present, on either side of a break or deteriorated or damaged segment.

All existing reinforcing steel exposed during removal of defective concrete shall be incorporated into the new work. Such bars shall be blast cleaned to remove all rust and corrosion. The bars shall be either reformed, as required, to assume their original (intended) shape or bent to allow placement into the new work. Bars that are required to be cut shall be left as long as possible, reformed if necessary and incorporated into the new work. Deviations from these instructions shall be allowed only when clearly indicated in the plans.

For any reinforcing bar that has more than 2/3 of its diameter exposed, the existing concrete shall be removed so that a minimum clearance of 3/4" is provided all around the bar for the placement of new concrete.

PILES AND PILE DRIVING

Paragraph 1.m.(1) of Subsection 703.03 of the Standard Specifications for Highway Construction is void and superseded by the following:

All welding to be done on steel piles shall be in accordance with the plans and the applicable requirements of Section 708 in the Standard Specifications. Welder qualification certification is required and must be submitted to the Bridge Fabrication Manager for approval prior to any welding.

All field welding on steel piles shall be done in the SMAW process using electrode E7018.

Paragraph 2. of Subsection 703.05 is void and superseded by the following:

Provided that the Contractor furnishes the Engineer signed purchase orders for bearing and sheet piling, authorized "cutoff" of bearing and sheet piling shall be made at the invoice price per linear foot (meter) of bearing piling, and per square foot (meter) of sheet piling.

The signed purchase orders shall be furnished at the pre-construction conference.

In those cases where signed purchase orders for bearing and sheet piling are not furnished at the pre-construction conference, authorized "cutoff" of bearing and sheet piling shall be made at 60 percent of the piling's contract unit price.

No payment is made for "cutoff" beyond the order length.

When bearing or sheet pile are authorized for cutoff and are suitable for use as spliced material for the same purpose on the project, the length of material subsequently driven as service piling shall be deducted from the payment for cutoff. No piece of piling can qualify for more than one measurement as pay cutoff.

GUARDRAIL END TREATMENT, TYPE I

Section 902 in the Standard Specifications is amended to include "Guardrail End Treatment, Type I". This work consists of furnishing and installing a guardrail end treatment system according to the details and at the locations shown in the plans. The Contractor has the option of installing one of the following systems:

ET-31	Manufactured by Trinity Industries, Inc. 2525 N. Stemmons Freeway Dallas, TX 75207 (800) 644-7976
SKT-SP-MGS	Manufactured by Road Systems, Inc. 3616 Old Howard County Airport Big Springs, TX 79720 (915) 263-2435
X-Tension	Manufactured by Lindsay Manufacturing 505 Crown Point Ave. Omaha, NE 68110 (402) 210-4593

The lengths of manufacturers' end treatments vary; the Contractor must install a total length of 53'-1.5", including the end treatment, to last post with curved end or rectangular "head" beyond the last post. The additional length required will be W-beam guardrail with Midwest Guardrail System 31" design. The Contractor will be required to furnish two sets of shop plans to the Department of the system to be installed. The guardrail end treatment shall be installed in accordance with the recommendations of the manufacturer. Payment shall be full compensation for all work required to provide and install the system.

MISCELLANEOUS NOTES

SALE TAX EXEMPT STATUS

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

WEED-FREE STANDARDS

NEBRASKA WEED-FREE/GRAVEL/BORROW PIT STANDARDS

The Lancaster County Weed Control Authority requires all contractors, subcontractors and suppliers furnishing gravel, crushed rock, asphalt, concrete, earth borrow, and granular backfill on the project to notify the Lancaster County Weed Authority of the location at which the materials are being produced or obtained. Inspection of the gravel pit or borrow pit will be done by Lancaster County Weed Authority who will fill out the "Certificate of Inspection" contained in these Special Provisions.

This obligation may be met by contacting:

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

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

The Contractor will be required to provide the locations of all gravel and borrow pits that will be used in the performance of this contract at the pre-construction conference.

Nebraska Weed-Free Gravel / Borrow Pit Minimum Standards

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

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

Minimum Guidelines for gravel / borrow material inspections:

The inspector will follow the following inspection procedures:

1. The entire border shall be walked or driven.
2. All storage areas, gravel/sand piles shall also be inspected and meet the standards.
3. Around all equipment, crushers, and working areas must be inspected to meet the standards.
4. Areas shall be inspected regularly at least twice a year in the growing season.
5. An inspector may not inspect gravel/borrow material of which said inspector has ownership or financial interest.

Nebraska Weed Free Forage Certification Standards List

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

Lancaster County Weed Free Forage Certification Standards List

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

NEBRASKA WEED-FREE GRAVEL / BORROW CERTIFICATION OF INSPECTION

NGCS/ LCWCA-15
Pit inspection history
____ 1st year
____ 2nd year
____ 3rd year
____ 4 or more years (specify)

Date ____/____/____
NGCS No. NE ____/____/____
STATE PERMIT # _____

Lancaster County Weed Control Authority. NE002-_____
This certifies that the gravel pit described herein, has been inspected according to the *Nebraska and *Lancaster County certification standards. The objective of the program is to help prevent and slow the speed of the Designated Noxious Weeds by providing gravel/borrow material that is free* of the potential for transport and dispersal of listed weed species.

Operator _____ Phone: _____ - _____ - _____

Mailing Address _____ City _____ State _____ Zip _____

Pit Location _____ County _____ Acres inspected _____

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

Level of certification: (check one)

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

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

(Weeds noted): _____

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

(Weeds noted): _____

Additional comments: _____

D. ____ **FAILED** Explanation _____

REQUIREMENTS

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

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

Date: ____/____/____

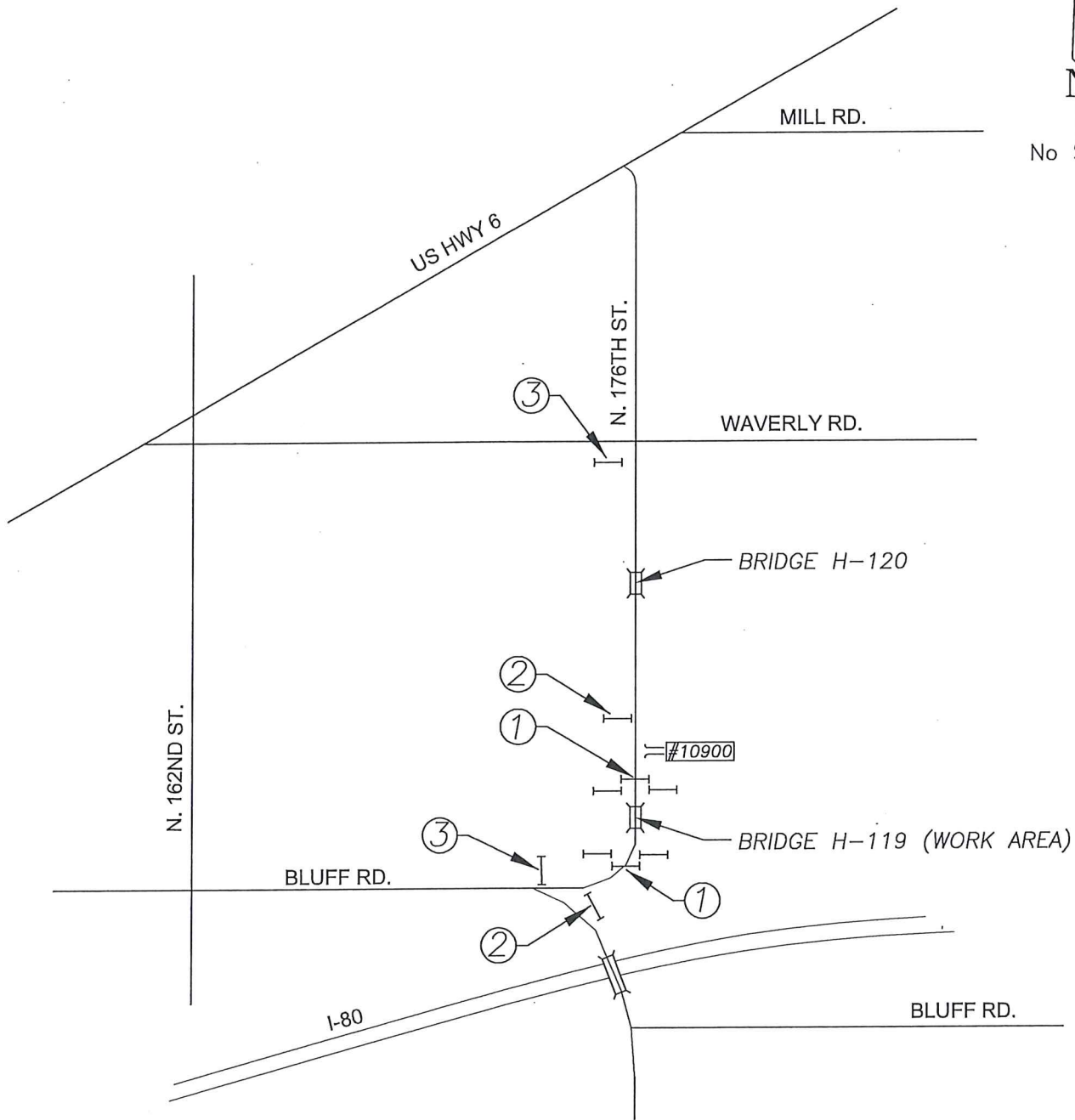
Certified by: _____ Title _____

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

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

*** BARRICADE PLAN FOLLOWS - ONE (1) REQUIRED ***

BARRICADE PLAN FOR PROJECT NO. 18-06
 COUNTY BRIDGE H-119
 N. 176TH STREET, BLUFF RD. TO WAVERLY RD.



- ① "Road Closed" -(R11-2)
- ② "Road Closed 500' -(W20-3b)
- ③ "Road Closed To Thru Traffic (R11-4)

	Flagman	
	Traffic Drum	
	42" Reflectorized Cone	
	Barricade, Type III; with Type "A" Light	
	Barricade, Type II; with Type "A" Light	
	Sign Stand or Sign Mounted on Wood Post	
	Barricades, Type III	10 Barr.Day/Day
	Barricades, Type II	0 Barr.Day/Day
	Construction Signs	6 Sign Day/Day

PERFORMANCE AND LABOR AND
MATERIAL PAYMENT BOND

ORIGINAL BOND 1 OF 2

Bond No. 136194

KNOW ALL MEN BY THESE PRESENTS, that we, JJK Construction LLC as principal, hereinafter referred to as "Contractor," and Inland Insurance Company, a corporate surety company authorized to transact business in the State of Nebraska as surety, hereinafter referred to as "Surety," are held and firmly bound unto the County of Lancaster, Nebraska, hereinafter referred to as "County," in the penal sum of _____ * _____ Dollars and _____ /100 (\$\$334,496.28) 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.

Nebraska. **Project No. 18-25; Scour Repair at Bridge H-119, 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. * **Three Hundred Thirty-four Thousand Four Hundred Ninety-six And 28/100**

IN WITNESS WHEREOF, this bond is executed this 29th day of June, 2018

Amber Dowitt
Witness
6700 Little Salt Rd. Ceresco, NE 68017
Address

Sana Hilling-Weber
Witness
735 S. 56th St Lincoln, NE 68510
Address

JJK Construction LLC
Contractor
[Signature]
President
6700 Little Salt Rd. Ceresco, NE 68017
Address

Inland Insurance Company
Surety
[Signature]
Attorney-in-fact **Robert T. Cirone**
735 S. 56th St Lincoln, NE 68510
Address

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

INLAND INSURANCE COMPANY

Lincoln, Nebraska

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

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

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

Robert T. Cirone or James M. King or Tamala J. Hurlbut
or Jacob J. Buss or Thomas L. King, Lincoln, Nebraska

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

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

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

All authority hereby conferred shall remain in full force and effect until terminated by the Company.
IN WITNESS WHEREOF, **INLAND INSURANCE COMPANY** has caused these presents to be signed by its President and its corporate seal to be hereunto affixed this 16th day of February, 20 18.

Carol J. Clark

Secretary/Treasurer

By

INLAND INSURANCE COMPANY

Curt L. Hartter

President



State of Nebraska

County

of

ss.
Lancaster

On this 16th day of February, 20 18, before me personally came Curtis L. Hartter, to me known, who being by me duly sworn, did depose and say that (s)he resides in the County of Lancaster, State of Nebraska; that (s)he is the President of the **INLAND INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that (s)he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed (his) (her) name by like order; and that Bylaw, Article V-Section 6, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

Tara Martin

Notary Public



My Commission Expires February 16, 2022.

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

Signed and sealed at the City of Lincoln, Nebraska this 29th day of June, 20 18.

Philip C. Abel

Director



 **AIA** Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

JJK Construction LLC
6711 Garland St.
Lincoln, NE 68505

SURETY:

(Name, legal status and principal place of business) Inland Insurance Company

P O Box 80468
Lincoln, NE 68501

OWNER:

(Name, legal status and address)

City of Lincoln/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)

Scour Repair at Bridge H-119, Project No. 18-25

Project Number, if any:

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

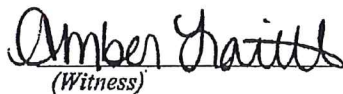
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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.

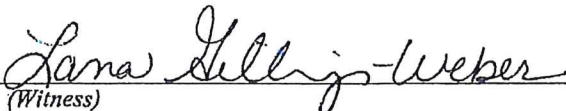
Signed and sealed this 18th day of April, 2018


(Witness)

JJK Construction LLC
(Principal)  (Seal)

(Title)  President

Inland Insurance Company
(Surety)  (Seal)


(Witness)

(Title) Tamala J Hurlbut, Attorney-in-Fact

Init.

INLAND INSURANCE COMPANY

Lincoln, Nebraska

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

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

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

**Robert T. Cirone or James M. King or Tamala J. Hurlbut
or Jacob J. Buss or Thomas L. King, Lincoln, Nebraska**

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

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

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

All authority hereby conferred shall remain in full force and effect until terminated by the Company.
IN WITNESS WHEREOF, **INLAND INSURANCE COMPANY** has caused these presents to be signed by its President and its corporate seal to be hereunto affixed this 16th day of February, 20 18.

Carol J. Clark

Secretary/Treasurer

State of Nebraska

County of

ss.
Lancaster

By

INLAND INSURANCE COMPANY

Curt L. Hartter

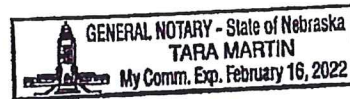
President



On this 16th day of February, 20 18, before me personally came Curtis L. Hartter, to me known, who being by me duly sworn, did depose and say that (s)he resides in the County of Lancaster, State of Nebraska; that (s)he is the President of the **INLAND INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that (s)he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed (his) (her) name by like order; and that Bylaw, Article V-Section 6, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

Tara Martin

Notary Public



My Commission Expires February 16, 2022.

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

Signed and sealed at the City of Lincoln, Nebraska this 18th day of April, 20 18.

Philip C. Abel

Director



CONTRACT AGREEMENT

RE: PURCHASING AGENT APPOINTMENT

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

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

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

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

Nebraska Resale or Exempt Sale Certificate

for Sales Tax Exemption

Name and Mailing Address of Purchaser			Name and Mailing Address of Seller		
Name Lancaster County			Name JJK Construction, LLC		
Legal Name					
Street or Other Mailing Address 555 S. 10th St.			Street or Other Mailing Address 6700 Little Salt Road		
City Lincoln	State NE	Zip Code 68508	City Ceresco,	State NE	Zip Code 68017

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

Description of Product Sold, Leased, or Rented
of _____
My Nebraska Sales Tax ID 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 (See the list of Exemption Categories and corresponding numbers on reverse side).

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

Description of Property or Service Purchased	Intended Use of Property or Service Purchased
_____	_____

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

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

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

Section C—For Contractors Only

1. Purchase of building materials or fixtures.

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

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

Assistant 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.

The Department is committed to the fair administration of the Nebraska tax laws. It is unlawful to claim an exemption for purchases of property or services that are subject to tax. Sellers are encouraged to notify the Department of any unlawful use of this form. revenue.nebraska.gov, 800-742-7474 (NE and IA), 402-471-5729

Instructions

Who May Issue a Resale Certificate. Purchasers are to give the seller a properly completed Form 13, Section A, when 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 be completed and issued by governmental units or organizations that are exempt from paying Nebraska sales and use taxes. See this list in the [Nebraska Sales Tax Exemptions Chart](#). Most nonprofit organizations are **not** exempt from paying sales and use tax. Enter the appropriate number from "Exemption Categories" (listed below) that properly reflects the basis for your exemption.

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. Contractors complete Form 13, Section C, part 1 or part 2 based on the option elected on the [Contractor Registration Database](#).

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](#) and [Reg-1-017, Contractors](#), for additional information. Also, see the Important Note under "Exemption Categories" number 3.

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.

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. A fully completed resale or exempt sale certificate is proof for the retailer that the sale was for resale or is exempt. 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; (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.

Exemption Categories

(Insert appropriate number from the list below in Section B)

1. Governmental units, identified in [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 U.S. 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 U.S. government for the benefit of the public, generally are taxable.

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 societies.

2. Purchases when the intended use renders it exempt. See [Nebraska Sales Tax Exemption Chart](#).
3. Purchases made by organizations that have been issued a [Nebraska Exempt Organization Certificate of Exemption](#) (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 Certificate of Exemption with a state ID number which must be entered in Section B of Form 13.

Important Note: Nonprofit educational institutions must be accredited regionally or nationally and have their primary campus in Nebraska to be exempt from sales and use tax. Also nonprofit organizations providing any of the types of health care or services that qualify to be exempt must be licensed or certified by the Nebraska Department of Health and Human Services (DHHS) to be exempt from sales and use taxes. There is no sales and use tax exemption prior to these entities being accredited, licensed, or certified. They CANNOT issue either a [Resale or Exempt Sale Certificate, Form 13](#), or a [Purchasing Agent Appointment, Form 17](#), to any retailer or contractor relating to purchases of building materials for construction or repair projects performed prior to being accredited, licensed, or certified. After an entity becomes accredited, licensed, or certified upon completion of the construction project, it may submit a [Form 4](#).

Nonprofit **health care organizations** that hold a Certificate of Exemption are exempt for purchases for use at their facility, or portion of the facility, covered by the license issued under the Nebraska 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. The exemption is not for the entire organization that offers different levels of health care or other activities, but is limited to the specific type of health care that is exempt. Purchases for non-exempt types of health care are taxable.

4. Purchases of motor vehicles, trailers, semitrailers watercraft, and aircraft used predominately as common or contract carrier vehicles; accessories that physically become part of the common or contract carrier vehicle; and repair and replacement parts for these vehicles. The exemption ID number must be entered in Section B of the Form 13. An individual or business that has been issued a common or contract carrier certificate of exemption may only use it to purchase those items described above prior to the expiration date on the certificate. The certificate of exemption expires every 5 years. (See [Nebraska Common or Contract Carrier Information Guide](#)).
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. (See [Reg-1-107, Manufacturing Machinery and Equipment Exemption](#)).
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 Exempt Sale Certificate to the purchaser. (See [Reg-1-022, Occasional Sales](#)). The Form 13 must be kept with the purchaser's records for audit purposes.

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 JKK Construction, LLC		Name Lancaster County	
Street or Other Mailing Address 6700 Little Salt Road		Street or Other Mailing Address 555 S. 10th St.	
City	State	City	State
Ceresco,	NE	Lincoln,	NE
	68017		68508
Name and Location of Project		Appointment Information	
Name Scour Repair at Bridge H-119		Effective Date (see Instructions)	
Street or Other Mailing Address		Expiration Date	
City	State	Nebraska Exemption Number (Exempt Organizations Only)	
Lancaster County	NE	N/A (Gov't)	
Identify Project Bid No. 18-091 - Project No. 18-25			

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	

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

sign here

Signature of Prime Contractor or Authorized Representative

Title

Date

INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Pursuant to Neb. Rev. Stat. § 77-1323, I, Jeremy Kyncl, do hereby certify that all equipment to be used on County Project No. 18-25; Scour Repair at Bridge H-119, except that equipment acquired since the assessment date, has been assessed for taxation for the current year, in Lancaster County,

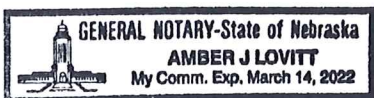
DATED this 2nd day of July, 2018.

By: [Signature]
Title: President

STATE OF Nebraska)
COUNTY OF Lancaster)ss.

On July 2, 2018, before me, the undersigned Notary Public duly commissioned for and qualified in said County, personally came Jeremy Kyncl, to me known to be the identical person, whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

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



Amber J. Lovitt
Notary Public
3/14/2022
My Commission Expires

(SEAL)

LANCASTER COUNTY EMPLOYER CLASSIFICATION ACT INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EMPLOYEE CLASSIFICATION ACT AFFIDAVIT

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

I, JJK Construction, LLC, 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: Jeremy J Kyncl
 (First, Middle, Last)

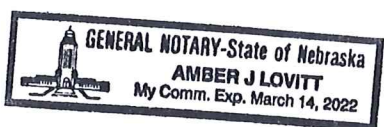
SIGNATURE: *Jeremy J Kyncl*

TITLE: President

State of Nebraska)
)ss.
 County of Lancaster)

This affidavit was signed and sworn to before me, the undersigned Notary Public, on this 2 day of July, 2018.

Amber J Lovitt
 Notary Public



**INSURANCE CLAUSE FOR ALL CITY OF LINCOLN, LANCASTER COUNTY
AND PUBLIC BUILDING COMMISSION CONTRACTS**

Insurance coverage on this Contract will be required for the entities selected below

City of Lincoln Lancaster County Public Building Commission

**Vendors must provide coverage & documents related to the items with a check mark in Sections 1 – 1.9.
This includes proof of coverage and waivers as required below.**

All Vendors must comply with Sections 2-8.

THE REQUIREMENTS HEREIN APPLY TO CONTRACTS TO BE ISSUED BY THE CITY OF LINCOLN,
LANCASTER COUNTY, AND THE LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION.
**FOR PURPOSES OF CERTIFICATES, ENDORSEMENTS AND OTHER PROOF REQUIRED HEREIN, ONLY
INCLUDE THE ENTITY ISSUING THE CONTRACT.**

FAILURE OF THE APPROPRIATE ENTITY (CITY, COUNTY, OR PUBLIC BUILDING COMMISSION) TO
OBJECT TO THE FORM OF THE CERTIFICATE OR ENDORSEMENT OR TO DEMAND SUCH PROOF AS
IS REQUIRED HEREIN SHALL NOT CONSTITUTE A WAIVER OF ANY OF THE INSURANCE
REQUIREMENTS SET FORTH BELOW.

Insurance; Coverage Information

The Contractor shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the City/County/PBC, which shall not withhold approval unreasonably. The coverages and minimum levels required by this Contract are set forth below and shall be in effect for all times that work is being done pursuant to this Contract. No work on the Project or pursuant to this Contract shall begin until all insurance obligations herein are met to the satisfaction of the City/County/PBC, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the City/County/PBC prior to execution of the Contract and may require submission of financial information for analysis. Deductible levels shall be provided in writing from the Contractor's insurer and will be no more than \$25,000 per occurrence or as may be approved by the City or County as appropriate. Said insurance shall be written on an **OCCURRENCE** basis, and shall be **PRIMARY, with any insurance coverage maintained by the City/County/PBC being secondary or excess.**

Certificates

The Contractor shall provide certificates of insurance and such other proof, such as endorsements, as may be acceptable to the City or County (as appropriate) evidencing compliance with these requirements. The Contractor shall provide a Certificate of Insurance demonstrating the coverage required herein and the necessary endorsements or other proof and waivers described herein and below before being permitted to begin the work or project pursuant to this Contract.

1. **Commercial General Liability**

The Contractor shall provide proof of Commercial General Liability Insurance with a minimum limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include: Premises-Operations, Products/ Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury. Such coverage shall be endorsed for the general aggregate to be on a **PER PROJECT** basis, and the Contractor shall provide an additional insured endorsement acceptable to the City/County/PBC. The required insurance must include coverage for all projects and operations of Contractor or similar language that meets the approval of the City/County/PBC, which approval shall not be unreasonably withheld.

1.1 **Additional Insured (Requires an Endorsement Form)**

All Contractors shall provide an Additional Insured Endorsement form or other proof showing the City/County/PBC as additional insured for commercial general liability, auto liability and such other coverages as may be required by the City/County/PBC. The form or other proof shall be as is acceptable to the City/County Attorney.

1.2 **Automobile Liability**

The Contractor shall provide proof of Automobile Liability coverage, which shall include: Owned, Hired and Non-Owned. Bodily Injury and Property Damage Combined Single Limit shall be at least \$1,000,000 Per Accident.

1.3 **Garage Keepers / Garage Liability**

The Contractor shall provide garage insurance, if required. Coverage shall include Garage Liability and Garage Keepers on a Direct Primary Basis, including Auto Physical Damage, with limits of not less than \$1,000,000 each accident Bodily Injury and Property Damage combined liability and Actual Cash Value auto physical damage. Coverage symbol(s) 30 and 21 shall be provided, where applicable.

1.4 **Workers' Compensation; Employers' Liability**

The Contractor shall provide proof of workers' compensation insurance of not less than minimum statutory requirements under the laws of the State of Nebraska and any other applicable State. Employers' Liability coverage with limits of not less than \$500,000 each accident or injury shall be included. The Contractor shall provide the City/County/PBC with an endorsement for waiver of subrogation or other proof of such waiver as may be acceptable to the City or County. The Contractor shall also be responsible for ensuring that all subcontractors have workers' compensation insurance for their employees before and during the time any work is done pursuant to this Contract.

1.5 Builder's Risk Insurance

The Contractor shall purchase and maintain builder's risk property insurance for all sites upon which construction is occurring as provided by Contract and all storage sites where equipment, materials, and supplies of any kind purchased pursuant to the Contract are being held or stored unless the Contractor receives notice that the City/County/PBC has obtained a builder's risk policy for itself. Except to the extent recoverable by Contractor from another subcontractor, deductibles shall be the responsibility of the Contractor. This coverage is required whenever the work under contract involves construction or repair of a building structure or bridge.

1.5.1 Waiver of Builder's Risk Insurance Carrier's Subrogation Rights

The Contractor and its subcontractor(s) waive all rights of action and subrogation that the insurance company providing the builder's risk policy may have against each of them and/or the City/County/PBC, Architect, and the officers, agents and employees of any of them, for all claims, damages, injuries and losses, to the extent covered by such property insurance. Such waiver of subrogation shall be effective for such persons even though such persons would otherwise have a duty of indemnification or contribution, contractual or otherwise, and even though such persons did not pay the insurance premium directly or indirectly, and whether or not such persons had an insurable interest in any property damaged. The Contractor or subcontractor shall provide proof of such waiver.

1.6 Pollution Liability

Contractors shall provide proof of pollution liability insurance arising out of all operations of the Contractors and subcontractors, due to discharge, dispersal, release, or escape of contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water with bodily injury and property damage limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for:

- 1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;
- 2) Property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- 3) Defense including loss adjustment costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages;
- 4) Definition of pollution conditions shall include asbestos, lead, and mold so that these risks are covered if caused by Contractor/successful candidate's work or operations.
- 5) Coverage is required on an occurrence form.

1.7 Errors and Omissions; Professional Liability

Errors and Omissions or Professional Liability insurance, as may be required, covering damages arising out of negligent acts, errors, or omissions committed by Contractor in the performance of this Contract, with a liability limit of not less than \$1,000,000 each claim. Contractor shall maintain this policy for a minimum of two (2) years after completion of the work or shall arrange for a two year extended discovery (tail) provision if the policy is not renewed. The intent of this policy is to provide coverage for claims arising out of the performance of professional Services under this contract and caused by any error, omission, breach or negligent act, including infringement of intellectual property (except patent and trade secret) of the Contractor. This coverage is required whenever the Contractor or service provider is required to be certified, licensed or registered by a regulatory entity and/or where the provider's judgment in planning and design could result in economic loss to City/County/PBC.

1.8 Railroad Contractual Liability Insurance

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or railroad crossing, the Contractor must provide proof acceptable to the City or County that any exception for such work in the Contractor's commercial general liability policy has been removed or deleted.

1.8.1 Railroad Protective Liability

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the City/County/PBC Purchasing Department prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

1.9 Cyber Insurance

The Contractor shall maintain network risk and cyber liability coverage (including coverage for unauthorized access, failure of security, breach of privacy perils, as well as notification costs and regulatory defense) in an amount of not less than \$1,000,000. Such insurance shall be maintained in force at all times during the term of the Contract and for a period of two years thereafter for services completed during the term of the Contract.

2. **Cancellation Notice**

All Contractors shall include an endorsement to provide for at least thirty (30) days' firm written notice in the event of cancellation during the term of the Contract and during the period of any required continuing coverages. The Contractor shall provide, prior to expiration of the policies, certificates and endorsement forms evidencing renewal insurance coverages. The parties agree that the failure of City/County/PBC to object to the form of a certificate and/or additional insured endorsement or endorsement forms provided shall not constitute a waiver of this requirement.

3. **Risk of Loss**

Except to the extent covered by the builder's risk insurance, the Contractor shall have the sole responsibility for the proper storage and protection of, and assumes all risk of loss of, any subcontractor's Work and tools, materials, equipment, supplies, facilities, offices and other property at or off the Project site. The Contractor shall be solely responsible for ensuring each subcontractor shall take every reasonable precaution in the protection of all structures, streets, sidewalks, materials and work of other subcontractors. Contractor shall protect its Work from damage by the elements or by other trades working in the area.

4. **Umbrella or Excess Liability**

The Contractor may use an Umbrella, Excess Liability, or similar coverage to supplement the primary insurance stated above in order to meet or exceed the minimum coverage levels required by this Contract.

5. **Minimum Scope of Insurance**

All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted otherwise.

6. **Indemnification**

To the fullest extent permitted by law the Contractor shall indemnify, defend, and hold harmless the Owner, its elected officials, officers, employees, agents, consultants, and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible or intangible property, including the Work itself, but only to the extent caused by the negligent, wrongful, or intentional acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or

expense is caused in part by the negligence of a party indemnified hereunder. In the event the claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder, the indemnification by the Contractor shall be prorated based on the extent of the liability of the party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce obligations of indemnity which would otherwise exist as to a party or person described in this Section. Nothing herein shall be construed to be a waiver of sovereign immunity by the Owner.

7. **Reservation of Rights**

The City/County/PBC reserves the right to require a higher limit of insurance or additional coverages when the City/County/PBC determines that a higher limit or additional coverage is required to protect the City/County/PBC or the interests of the public. Such changes in limits or coverages shall be eligible for a change order or amendment to the Contract.

8. **Sovereign Immunity**

Nothing contained in this clause or other clauses of this Contract shall be construed to waive the Sovereign Immunity of the City/County/PBC.

9. **Further Contact**

For further information or questions concerning coverage or acceptable forms, Contractors may contact the Purchasing Division or the department that issued the bid or the request for proposal.

For general questions regarding Insurance Requirements, please contact Risk Management for the City or County.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

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

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

Lancaster County is listed as additionally insured.

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Name of Person or Organization:</p> <p>Lancaster County</p>
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(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. **Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

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

2. Exclusions

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

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

Example

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

Lancaster County

Example

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

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

**Endorsement
Insured**

Effective Policy No.

**Endorsement No.
Premium**

Insurance Company

Countersigned by _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - SPECIFIC ENTITIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

WHO IS AN INSURED is changed to include as an "insured" the person or organization named in this endorsement. However, the additional insured is an "insured" only for "bodily injury" or "property damage" arising out of work or operations performed by you or on your behalf for the additional insured and resulting from the ownership, maintenance or use of a "covered auto," by:

1. You, or
2. Any of your employees or agents; or
3. Anyone other than the additional insured or any employee or agent of the additional insured, while using with your permission a covered "auto" you own, hire or borrow.

ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT (INSURED CONTRACT) TO DESIGNATE AS AN ADDITIONAL INSURED SUBJECT TO ALL THE PROVISIONS AND LIMITATIONS OF THIS POLICY.

THIS INSURANCE WILL BE PRIMARY AND/OR NON-CONTRIBUTORY ONLY IF YOU HAVE SO AGREED IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO ANY LOSS.

only with respect to liability arising out of "your work" on behalf of any partnership or joint venture not shown as a Named Insured in the Declarations, provided no other similar liability insurance is available to you for "your work" in connection with your interest in such partnership or joint venture.

B. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE – ONGOING OPERATIONS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any person or organization who is required by written contract to be an additional insured on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the project(s) designated in the written contract.

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

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

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

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

C. AUTOMATIC WAIVER OF SUBROGATION

Item **8.** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, is deleted and replaced with the following:

8. Transfer of Rights of Recovery Against Others to Us and Automatic Waiver of Subrogation.

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair those rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. If required by a written contract executed prior to loss, 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 "your work" for that person or organization.

D. EXTENDED NOTICE OF CANCELLATION, NONRENEWAL

Item **A.2.b.** of the **COMMON POLICY CONDITIONS**, is deleted and replaced with the following:

MANUSCRIPT ENDORSEMENT WC3662359

CHANGES

It is hereby understood and agreed that in the event of cancellation, termination other than normal expiration, or material change in the policy, a 30 day advance written notice will be given to:

1) VONTZ PAVING, INC.
2355 W. HWY 6, HASTINGS, NE 68901

2) LANCASTER COUNTY
555 S. 10TH STREET, LINCOLN, NE 68508

EXCEPTION: Cancellation by the insured or cancellation for non-payment of premium.

MANUSCRIPT ENDORSEMENT CLP3662360

CHANGES

It is hereby understood and agreed that in the event of cancellation, termination other than normal expiration, or material change in the policy, a 30 day advance written notice will be given to:

1) VONTZ PAVING, INC.
2355 W. HWY 6, HASTINGS, NE 68901

2) LANCASTER COUNTY
555 S. 10TH STREET, LINCOLN, NE 68508

EXCEPTION: Cancellation by the insured or cancellation for non-payment of premium.

MANUSCRIPT ENDORSEMENT CAP3662361

CHANGES

It is hereby understood and agreed that in the event of cancellation, termination other than normal expiration, or material change in the policy, a 30 day advance written notice will be given to:

1) VONTZ PAVING, INC.
2355 W. HWY 6, HASTINGS, NE 68901

2) LANCASTER COUNTY
555 S. 10TH STREET, LINCOLN, NE 68508

EXCEPTION: Cancellation by the insured or cancellation for non-payment of premium.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE PERFORMING OPERATIONS IF YOU AND SUCH PERSON OR ORGANIZATION HAVE AGREED TO A WAIVER OF SUBROGATION IN A WRITTEN CONTRACT OR AGREEMENT SIGNED BY YOU AND ALL OTHER PARTIES TO THAT WRITTEN CONTRACT OR AGREEMENT PRIOR TO ANY LOSS FOR WHICH A WAIVER IS REQUIRED.

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

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

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____