

CONTRACT DOCUMENTS

LANCASTER COUNTY

NEBRASKA

For

Bid No. 19-029
Project No: 17-03

WEST RAYMOND ROAD REPLACEMENT OF COUNTY BRIDGE C-91
WEST RAYMOND ROAD OVERLAY

Pavers, Inc.
12303 Hwy 6
Waverly, NE 68462

LANCASTER COUNTY, NEBRASKA
CONTRACT AGREEMENT

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

WHEREAS, the County has caused to be prepared in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described and has caused to be published an advertisement for and in connection with said Work, to-wit: Bid No.19-029, Project No. 17-03, West Raymond Road Replacement of County Bridge C-91; West Raymond Road Overlay; and

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

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

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

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute construct, and complete all work included in and covered by the County's award of this Contract to the Contractor, such award being based on the acceptance by the County of the Contractor's Proposal.
2. The County agrees to pay the Contractor for the performance of the work embraced in this Contract and the Contractor agrees to accept as full compensation therefor, the following sums for all work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the County in the sum of: Two Million Five Hundred Eighty One Thousand Eight Hundred Eighty Dollars and 25/100 (\$2,581,880.25).
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 March 1, 2019 (*or upon notice to proceed by the County*) and shall be completed on or before November 15, 2019.
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(s) Map
 4. Accepted Proposal of Contractor
 5. Contractor Work Resume Form
 6. Project Schedule Form (If Applicable)
 7. Special Provisions
 8. Performance and Labor and Material Payment Bond
 9. Purchasing Agent Appointment
 10. Nebraska Resale or Exempt Sale Certificate
 11. Tax Assessment Form
 12. Employer Classification Act Instructions
 13. Employee Classification Act Affidavit
 14. Insurance Clause and Certificate
 15. Attachment "A" – Army Corps Permit
 16. Attachment "B" – County Flood Plain Permit
 17. Attachment "C" – Endangered Species Permit/Biological Evaluation (BE)
 - Fish and Wildlife Service (FWS)
 - Game and Parks Commission (G&P)
18. Attachment "D" – Nebraska Historical Society
 - State Historical Preservation Officer

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:

PAVERS INC

Name of Corporation

ATTEST:

12303 Hwy 6, WAVERLY NE 68462
(Address)



Secretary
RICK WINTERS, SEC


By: _____
Duly Authorized Official

James M. Bueh, 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

LANCASTER COUNTY

COUNTY-CITY BUILDING Telephone: (402) 441-7410
LINCOLN, NEBRASKA 68508 FAX: (402) 441-6513
BOARD OF COMMISSIONERS

ADDENDUM #1
Issue Date: 01/15/19

Bid No. 19-029
FOR

**West Raymond Road – Replacement of County Bridge C-19
And West Raymond Road Overlay
County Project No. 17-03**

Addenda are instruments issued by the County prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following clarification to the County's specification and bidding documents:

- 1. The contract will not be split between the replacement of County Bridge C-91 and the overlay of West Raymond Road. The contract will be awarded to one contractor.**

All other terms, conditions and requirements of the request remain the same as originally indicated in the document or as modified on previous addenda.

Robert L Walla
Assistant Purchasing Agent

COMMISSIONERS

*JENNIFER BRINKMAN * ROMA AMUNDSON * SEAN FLOWERDAY * DEB SCHORR * RICK VEST
KERRY EAGAN, Chief Administrative Officer*

LANCASTER COUNTY

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BOARD OF COMMISSIONERS

ADDENDUM #2
Issue Date: 01/15/19

Bid No. 19-029
FOR

**West Raymond Road – Replacement of County Bridge C-19
And West Raymond Road Overlay
County Project No. 17-03**

Addenda are instruments issued by the County prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following clarification to the County's specification and bidding documents:

- 1. Pages 13 and 14, referred to as the Project Schedule, of the Specifications are null and void and are replaced with the revised Pages 13 and 14, attached on the bidding site. We will not consider a later start date that would result in a later finish date. The intent is to have the project complete and open to traffic on or before November 15, 2019.**
- 2. The Plans for the existing C-91 structure are attached on the bidding site.**

All other terms, conditions and requirements of the request remain the same as originally indicated in the document or as modified on previous addenda.

Robert L Walla
Assistant Purchasing Agent

COMMISSIONERS

*JENNIFER BRINKMAN * ROMA AMUNDSON * SEAN FLOWERDAY * DEB SCHORR * RICK VEST*
KERRY EAGAN, Chief Administrative Officer

LANCASTER COUNTY

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LINCOLN, NEBRASKA 68508 FAX: (402) 441-6513
BOARD OF COMMISSIONERS

ADDENDUM #3
Issue Date: 01/18/19

Bid No. 19-029
FOR

West Raymond Road – Replacement of County Bridge C-19 And West Raymond Road Overlay County Project No. 17-03

Addenda are instruments issued by the County prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following clarification to the County's specification and bidding documents:

1. The bid has been extended to Thursday, January 24, 2019, at noon, due to clarification of the questions for this addendum.

2. No. While the Department of the Army permit NOW-2010-01013-WEH states that "Any temporary fill (e.g. bridge debris, construction debris, etc.) discharged below the ordinary high water mark shall be removed on a daily basis..." under the "Special Conditions" section of said permit it goes on to provide the supplement that "If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit." The Water Quality Certification issued by the Nebraska Department of Environmental Quality in cooperation with the Nebraska Game and Parks Commission included the more stringent "Demolition/construction debris may not enter the waters of Little Salt Creek" condition "in order to avoid adverse effects" on state-listed endangered Salt Creek tiger beetle and saltwort, and the state-listed threatened Northern long-eared bat, that may occur in the vicinity of, or be affected by, the proposed construction activity, thus superseding the Corps allowance of discharging temporary fill into the channel contingent upon daily removal.

3. No. The Lancaster County Engineering Department interprets the intent of the condition that "Demolition/construction debris may not enter the water of Little Salt Creek" as issued by the Nebraska Department of Environmental Quality is to include bridge false-work beams and lumber as being considered construction debris and as such fall under the prohibitive conditions elaborated upon under the answer to question number 1.

4. Yes. The Lancaster County Engineering Department interprets the intent of the conditions that "Measures will be employed to prevent wet concrete from entering the waterway or wetlands" and "Concrete trucks will be washed at the site and in such a manner that wash water cannot enter the waterway or wetlands" as issued by the Nebraska Department of Environmental Quality to include concrete slurry.

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:

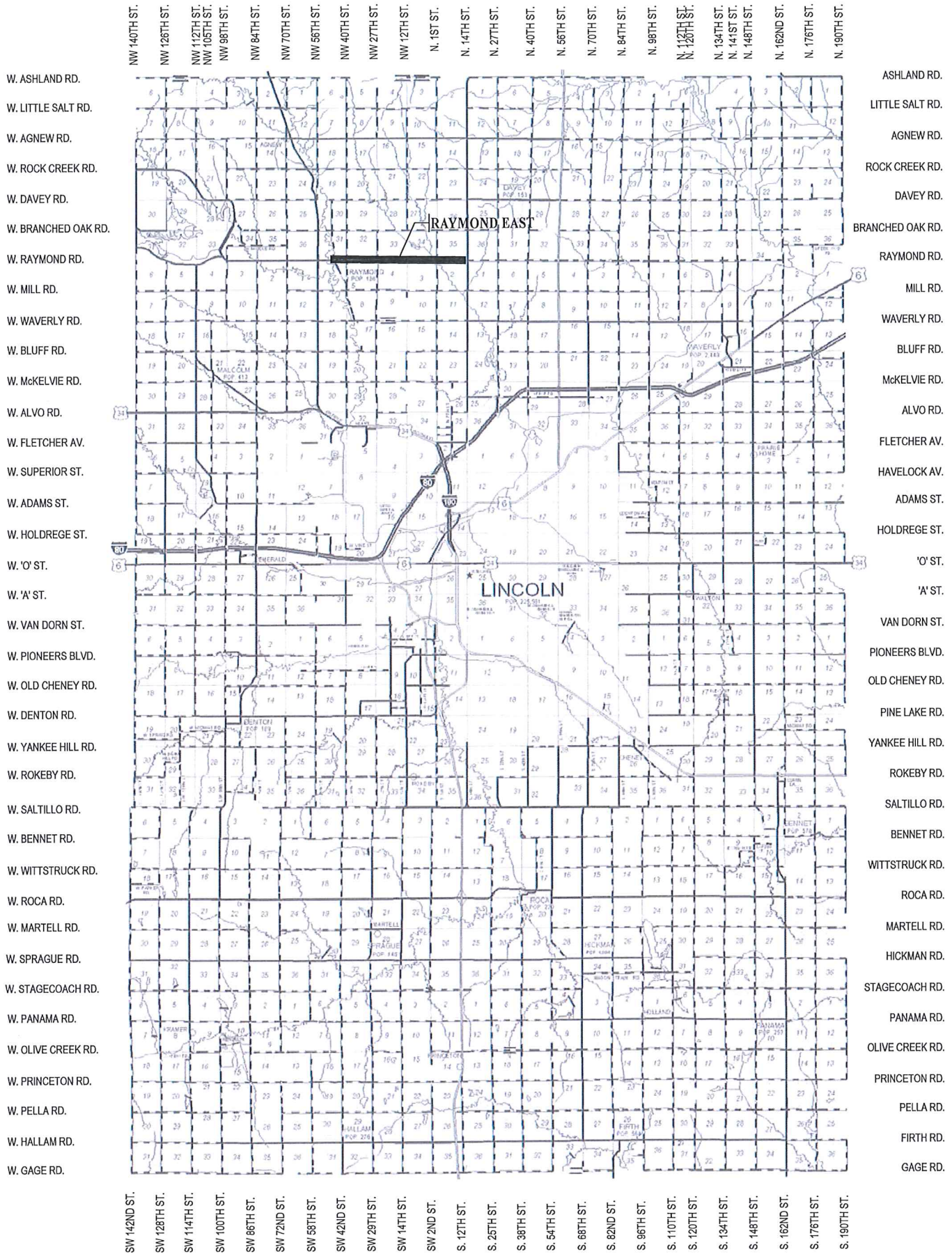
BID DOCUMENTS. Copies of the Proposal, Specifications (Standard Specifications, Special Provisions, General Requirements, etc.), Plans (if required) and other document forms may be viewed at the office of the County Engineer or may be downloaded via the City/County e-bid process. Bidders are required 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.

SITE LOCATION MAP RAYMOND EAST LANCASTER COUNTY, NEBRASKA



- 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.

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. 126TH ST. N. 134TH ST. N. 141ST ST. N. 148TH ST. N. 162ND ST. N. 176TH ST. N. 190TH ST.
 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	Deb Winkler Systems Administrator	Address	Purchasing\City & County 440 S. 8th St. Lincoln, NE 68508	Address
Email	dwinkler@lincoln.ne.gov	Contact	Robert Walla - Purchasing Agent	Contact
Phone	1 (402) 441-7410 x			Department
Fax	1 (402) 441-6513 x			Building
Bid Number	19-029 Addendum 3	Department		Floor/Room
Title	West Raymond Road Replacement of County Bridge C-91 and West Raymond Road Overlay, Project No. 17-03 (Co. Engineer)	Building		Telephone
		Floor/Room		Fax
		Telephone	(402) 441-8309 x	Email
		Fax		
Bid Type	Bid	Email	rwalla@lincoln.ne.gov	
Issue Date	1/11/2019 01:23 PM (CT)			
Close Date	1/24/2019 12:00:00 PM (CT)			

Supplier Information

Company	PAVERS, INC
Address	12303 HWY 6 WAVERLY, NE 68462
Contact	Mike Tidball
Department	
Building	
Floor/Room	
Telephone	(402) 786-5900
Fax	(402) 786-5920
Email	mtidball@paversinc.com
Submitted	1/24/2019 11:29:26 AM (CT)
Total	\$2,581,880.25

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

Signature Mike Tidball

Email mtidball@paversinc.com

Supplier Notes

Bid Notes

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

Bid Activities

Date	Name	Description
1/23/2019 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.
1/23/2019 12:00:00 PM (CT)	Intent to Bid - Sub-Contractor Listing	

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	Special Provisions	I acknowledge reading and understanding the Special Provisions.	Yes
7	Barricade and Detour Plans	I acknowledge reading and understanding the Barricade Plans and Detour Plans.	Yes
8	Sample Contract	I acknowledge reading and understanding the Contract Agreement Forms.	Yes
9	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

10	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
11	Tax Assessment Form	I acknowledge reading and understanding the Tax Assessment Form will be required with the contract.	Yes
12	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.
13	Project Dates	The Contractor agrees that the Work in this Contract shall commence on March 1, 2019 and shall be completed on or before November 15, 2019.	Yes
14	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
15	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
16	Contact	Name of person submitting this bid:	Mike Tidball
17	Electronic Signature	Please check here for your electronic signature.	Yes
18	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 Vendors lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program. Vendor further understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the Contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. 4-108.	NO

- | | | | |
|----|-----------------------------|---|-----|
| 19 | Agreement to Addendum No. 1 | Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid.
Reason: See Bid Attachments section for Addendum information. | Yes |
| 20 | Agreement to Addendum No. 2 | Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid.
Reason: See Bid Attachments section for Addendum information. | Yes |
| 21 | Agreement to Addendum No. 3 | Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid.
Reason: See Bid Attachments section for Addendum information. | Yes |

Line Items

#	Qty	UOM	Description	Response
1	1	Lump Sum	West Raymond Road Replacement of County Bridge C-95, Project No. 17-03 - Part I (C-91) -- Total Lump Sum attached spreadsheet.	\$1,557,638.00

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

Supplier Notes:

2	1	Lump Sum	West Raymond Road Overlay, Project No. 17-03 - Part II (Overlay) -- Total Lump Sum attached spreadsheet.	\$1,024,242.25
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Item Notes: Fill out the itemized Excel spreadsheet attached below. Attach completed spreadsheet on the 'Response Attachments' of your response.

Supplier Notes:

Response Total: \$2,581,880.25

Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
	West Raymond Road Replacement of County Bridge C-91 West Raymond Road Overlay Project No. 17-03 - Part I (C-91)				
	Group 1 - Grading Items				
1	Mobilization	1.00	LS	12,000.00	\$12,000.00
2	General Clearing and Grubbing	1.00	LS	10,500.00	\$10,500.00
3	Earthwork Measured in Embankment	5,594.00	CY	15.70	\$87,825.80
4	6" Perforated Pipe Underdrain	2,320.00	LF	14.10	\$32,712.00
5	6" Non-Perforated Pipe Underdrain	148.00	LF	14.10	\$2,086.80
6	Subgrade Preparation	4,697.00	SY	2.75	\$12,916.75
7	Earth Shoulder Construction	33.40	STA	130.00	\$4,342.00
8	Furnishing and Placing Topsoil on Shoulders	160.00	SY	15.70	\$2,512.00
9	Salvaging and Placing Topsoil	11,350.00	SY	1.05	\$11,917.50
10	Preparation of Intersections	250.00	SY	4.50	\$1,125.00
11	Crushed Rock Surface Course	50.00	TON	48.00	\$2,400.00
12	12" Crushed Rock Foundation Course	4,420.00	SY	20.50	\$90,610.00
13	Rental of Front End Loader, Fully Operated	12.00	HOUR	85.00	\$1,020.00
14	Rental of Dump Truck, Fully Operated	16.00	HOUR	75.00	\$1,200.00
15	Rental of Skid Loader, Fully Operated	16.00	HOUR	75.00	\$1,200.00
16	Rental of C.M. Hydraulic Excavator Loader, Fully Operated	16.00	HOUR	115.00	\$1,840.00
	Total Group 1 =				\$276,207.85
	Group 4 - Culvert Items				
17	Mobilization	1.00	LS	\$11,000.00	\$11,000.00
18	Excavation for Pipe, Pipe-Arch Culverts & Headwalls	387.00	CY	\$24.00	\$9,288.00
19	30" Round Equivalent Corrugated Metal Pipe	83.00	LF	\$73.00	\$6,059.00
20	48" Elliptical Reinforced Concrete Pipe	228.00	LF	\$290.00	\$66,120.00
21	Reinforced Steel for Headwall	2,034.00	LBS	\$3.65	\$7,424.10
22	Class 47B-3000 Concrete for Headwall	23.20	CY	\$922.00	\$21,390.40
23	24" Corrugated Metal Driveway Culvert Pipe	36.00	LF	\$50.00	\$1,800.00
	Total Group 4 =				\$123,081.50
	Group 5 - Landscaping Items				
24	Mobilization	1.00	LS	\$2,150.00	\$2,150.00
25	Cover Crop Seeding	2.40	ACRE	\$210.00	\$504.00
26	Seeding, Type A	0.20	ACRE	\$4,000.00	\$800.00
27	Seeding, Type B	0.50	ACRE	\$4,000.00	\$2,000.00
28	Mulch	1.58	TON	\$210.00	\$331.80
29	Erosion Control Class 1B	7,990.00	SY	\$1.60	\$12,784.00
30	Fabric Silt Fence, High Porosity	30.00	LF	\$4.25	\$127.50
31	Fabric Silt Fence, Low Porosity	559.00	LF	\$2.40	\$1,341.60
32	Temporary Silt Fence	300.00	LF	\$2.40	\$720.00
	Total Group 5 =				\$20,758.90
	Group 6 - Bridge Items				
33	Mobilization	1.00	LS	\$85,000.00	\$85,000.00
34	Remove Structure at Sta. 158+70.23	1.00	EACH	\$82,000.00	\$82,000.00
35	Preparation of Bridge at Sta. 158+70.00	1.00	LS	\$103,000.00	\$103,000.00
36	Abutment No. 1 Excavation	1.00	LS	\$18,000.00	\$18,000.00
37	Abutment No. 2 Excavation	1.00	LS	\$18,000.00	\$18,000.00
38	Class 47B-3000 Concrete for Bridges	137.90	CY	\$620.00	\$85,498.00

Contractor Name **Pavers, INC.**

Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
	West Raymond Road Replacement of County Bridge C-91 West Raymond Road Overlay Project No. 17-03 - Part II (Overlay)				
	Group 5 - Landscape Items				
1	Mobilization	1.00	LS	\$2,100.00	\$2,100.00
2	Seeding, Type A	10.11	ACRE	\$805.00	\$8,138.55
3	Mulch	22.75	TON	\$146.00	\$3,321.50
	Total Group 5 =				\$13,560.05
	Group 7 - Guardrail Items				
4	Mobilization	1.00	LS	\$2,200.00	\$2,200.00
5	Remove and Salvage Cable Guardrail	2,993.00	LF	\$2.10	\$6,285.30
6	Remove and Salvage Terminal End Assembly	8.00	EACH	\$260.00	\$2,080.00
7	Reset Terminal End Assembly	8.00	EACH	\$520.00	\$4,160.00
8	Reset Cable Guardrail	2,993.00	LF	\$5.50	\$16,461.50
	Total Group 7 =				\$31,186.80
	Group 9 - Bituminous Surfacing Items				
9	Mobilization	1.00	LS	\$12,000.00	\$12,000.00
10	Preparation of Intersections	250.00	SY	\$5.00	\$1,250.00
11	Cold Milling, Class 1	202.60	STA	\$160.00	\$32,416.00
12	Cold Milling, Class 3	17.20	STA	\$360.00	\$6,192.00
13	Cold Milling, Class 3A - Transverse Cracks	2,334.00	SY	\$15.40	\$35,943.60
14	Asphaltic Concrete, Type SPR	11,084.00	TON	\$57.50	\$637,330.00
15	Asphaltic Concrete, Type SPR for Patching	1,034.00	TON	\$78.00	\$80,652.00
16	Tack Coat	16,128.00	GAL	\$1.75	\$28,224.00
17	Earth Shoulder Construction	441.80	STA	\$94.00	\$41,529.20
18	Trenched Widening, 1'	406.80	STA	\$65.00	\$26,442.00
19	Crushed Rock Surface Course	175.00	TON	\$48.00	\$8,400.00
	Total Group 9 =				\$910,378.80
	Group 10 - General Items				
20	Barricades, Type III	700.00	BARR DAYS	\$2.10	\$1,470.00
21	Construction Signs	1,265.00	BARR DAYS	\$0.52	\$657.80
22	Mobilization	1.00	LS	\$750.00	\$750.00
23	Rental of Skid Loader, Fully Operated	40.00	HOUR	\$75.00	\$3,000.00
24	Rental of Dump Truck, Fully Operated	40.00	HOUR	\$75.00	\$3,000.00
25	Rental of Skid Loader W/ Cold Mill Head, Fully Operated	40.00	HOUR	\$95.00	\$3,800.00
26	Traffic Grabber Cones	5,100.00	CONE DAYS	\$0.52	\$2,652.00
27	Furnishing & Operating Pilot Vehicle	35.00	DAYS	\$475.00	\$16,625.00
28	Flagging	64.00	DAYS	\$375.00	\$24,000.00
29	Temporary Sign Day	210.00	SIGN DAYS	\$2.10	\$441.00
30	5" Permanent Pavement Marking Paint	79,255.00	LF	\$0.16	\$12,680.80
31	Water, Applied	1.00	M GAL	\$40.00	\$40.00
	Total Group 10 =				\$69,116.60
	Total All Groups =				\$1,024,242.25

CONTRACTOR WORK RESUME FORM
FOR
LANCASTER COUNTY, NEBRASKA

PROJECT NO. 17-03

WEST RAYMOND ROAD REPLACEMENT OF COUNTY BRIDGE C-91
WEST RAYMOND ROAD OVERLAY

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

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

1. City of Lincoln 2018 North Residential Mill's Overlay 540632
Owner Project Name and/or Number
949 West Bond Street Suite 200 841,979.46 Oct 2018
Street Address Contract Amount Completion Date
Lincoln NE 68521
City State Zip
Erin (402) 441-7711
Name Owner's Representative Phone

Brief Description of Work

Asphalt Paving, Asphalt Milling, Concrete Repairs

2. Fillmore County Engineer 2" Asphalt Concrete Overlay CR 24
Owner Project Name and/or Number
900 G Street 719,792.00 July 2018
Street Address Contract Amount Completion Date
Geneva NE 68361
City State Zip
Pat Halbur (402) -759-3611
Name Owner's Representative Phone

Brief Description of Work

Asphalt Milling, Patching, and Overlay
Dirt Shoulders, Striping

CONTRACTOR RESUME WORK FORM

Page 2

3. NDOT Owner Hwy 79 Agnew North South CN'15B4A Project Name and/or Number
 302 Superior Street Street Address 11,634,125.70 Contract Amount Sept 2019 Completion Date
 Lincoln NE 68521 City State Zip
 Bob Sanburn Name Owner's Representative (402) 471-0950 Phone

Brief Description of Work
 Milling, Asphalt Overlay, Asphalt Shoulders, Earthwork
 Pipe work, Box Culverts, Bridges, Seeding, Erosion Control
 Striping, MSE walls, Traffic Control

4. Platte County Engineer Owner Columbus East Overlay Project Name and/or Number
 2610 14th Street Street Address 283,496.00 Contract Amount July 2018 Completion Date
 Columbus NE 68601 City State Zip
 Diane Pinger Name Owner's Representative (402) 563-4904 Phone

Brief Description of Work
 Concrete Rubblezators, Milling, Patching Asphalt Overlay

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. 17-03

WEST RAYMOND ROAD REPLACEMENT OF COUNTY BRIDGE C-91
WEST RAYMOND ROAD OVERLAY

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.

Paragraph 2 of Section 108.08 of the Standard Specifications will be amended to provide an internal liquidated damage of \$1,000.00 per calendar day after November 15, 2019 for each and every work day that the work at a particular site remains incomplete beyond the time period specified in the Project Schedule.

The Contractor shall perform the work on this contract within the time periods specified below.

Part B

The Contractor is free to complete the work on the project in any order that the Contractor desires.

The following is the sequence that the bidder proposes to use to Contract. Bidder shall estimate the chronological order of the work and report accordingly.

WORK DESCRIPTION	ESTIMATED BEGIN DATE	ESTIMATED COMPLETION DATE
I. C-91 Bridge Replacement	April 1 st 2019	Nov. 1 st 2019
II. West Raymond Road Overlay	April 15 th 2019	June 22 nd 2019

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

REVISIONS, AMENDMENTS AND/OR SUPPLEMENTS TO THE STANDARD SPECIFICATIONS

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

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

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

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

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

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

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

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

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

QUALIFICATION OF BIDDERS.

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

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

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

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

Section 102, Article 102.10 Paragraphs 1 and 2:

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

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

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

These sections of the Standard Specifications are null and void.

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

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

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

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

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

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

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

Section 103, Article 103.06 Paragraph 2(b):

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

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

Section 105, Article 105.02 Paragraph 7:

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

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

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

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

Section 109, Article 109.07 Paragraph 3(b):

This section of the Standard Specifications is null and void.

PROJECT SCHEDULE, SUPPLIERS AND SUBLETTING

CONTRACT TIME PERIOD

The bidder proposes to furnish all necessary equipment, tools, machinery, apparatus, and other means of construction; to do all work and to furnish all materials and labor necessary to complete the work in accordance with the Plans Specifications, and Special Provisions now on file in the office of the Lancaster County Engineer, to commence said work on March 1, 2019, and to complete all work on or before November 15, 2019.

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

PRECONSTRUCTION CONFERENCE

CONTRACTORS PROGRESS SCHEDULE

At the pre-construction conference, the Contractor shall prepare and submit for acceptance a Progress Schedule. 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...)

TEMPORARY EROSION CONTROL PLAN

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 NDR standards" is not acceptable. No work shall start until the erosion control plans are accepted by the Engineer.

CONSTRUCTION NON-STORM WATER POLLUTION PREVENTION PLAN

At the pre-construction conference, the Contractor shall prepare and submit for acceptance specific plans for accomplishing construction non-storm water pollution prevention. The plan will identify locations for temporary staging or storing activities including spill prevention, hazardous materials removal, storage of oils, lubes, and other hazardous materials, land clearing debris, existing and project specific materials debris, and soil waste sites. A plan that contains only general statements indicating that erosion control will be accomplished "according to accepted standards" or "according to NDT standards" is not acceptable. No work shall start until the erosion control plans are accepted by the Engineer.

LIST OF SUBCONTRACTORS

The Contractor will furnish and submit to the County a list of Subcontractors the Contractor 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.

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.

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 MATERIALS

The Contractor will furnish and submit to the County at the pre-construction conference a list of construction products the Contractor proposes to use on the project. (i.e. concrete mix, bridge joints, culvert pipe, asphalt products, etc...)

LIST OF SUPPLIERS

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

The Contractor need NOT specify where the Contractor 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.

HAMMER DATA SHEET

The Contractor will furnish and submit to the County at the pre-construction conference a Hammer Data sheet for each hammer the Contractor proposes to use on the project.

SHOP PLANS

The Contractor will furnish and submit to the County at the pre-construction conference and/or prior to ordering materials shop plans for review. The Fabricator is responsible for providing shop plans that accurately show the appropriate details, dimensions, materials, and all necessary requirements to fabricate and erect components of the structure in conformance to the contract documents such as:

- Guardrail
- Stay-In-Place Forms
- Cofferdam Cribbing/Shoring
- Falsework Plans for Slab Bridge Spans Over 50 ft stamped by a Professional Engineer
- Floor Drains
- Joint System
- Culvert Pipe
- Sheet Pile Layout
- Anchor Bolts/Bearing Plates
- Bridge Bearings
- Bridge Girders
- Special/Supplementary Details

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 Contractors 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.

CENTERLINE CONTROL POINTS

It shall be the paving contractor's responsibility upon completion of the approved surfacing to place a permanent monument at all points of centerline control such as the centerline of each street that intersects the Subdivision boundary, at each centerline street intersection and at each point of centerline tangency and curvature.

Such work shall be performed by or under the direction of a registered Land Surveyor authorized to practice land surveying under *Nebraska Revised Statutes (Reissue 1997), Section 81-8, 108 through 81-8, 127 (inclusive)*, and file record of survey in accordance with said Statues.

Monumentation shall consist of an iron marker $\frac{5}{8}$ " minimum diameter and 24" minimum length set inside a 6" diameter survey monument box (Deeter Foundry #1801 or equal) drilled through the pavement or, an equal type of monument approved by Lancaster County Engineering Department.

Such work shall be completed, and survey record filed prior to acceptance of the project by Lancaster County.

CONSTRUCTION SITE CONTROL

GENERAL

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

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

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

The Contractor will be allowed to close the road to all but local traffic at the bridge replacement site (Station 150+30 to 168+40) while pursuing the work on the contract. 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.

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 Traffic Control Sheet 2N-5 in the plan set. 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.

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

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

Driveways at to James Arthur Vineyards, Station 84+24 Rt. and 101+42.5 Rt., are to remain open and provide for continuous uninterrupted egress and ingress from 10AM to 6 PM Sunday thru Thursday and 12PM to 9PM Friday and Saturday.

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)

The item, "Remove Structure at Station" shall be in accordance with the pertinent provisions of Section 203 of the Standard Specifications. The Contractor is solely responsible for the safe and controlled removal of the bridges. Payment shall be full compensation for removal of bridge.

The existing abutment and bent piling shall be cut-off as specified in these special provisions.

Table 203.01 of the Standard Specifications is void and superseded by the following:

Location	Pile Cut-off
Excavation or embankment areas	2 feet below finished grade
Stream Channels (between high banks)	2 feet below defined flow line elevation
All other areas	2 feet below natural ground
Basis of Payment	Pay Item Pay Unit
Remove Structure at Station	1 Each (EA)

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.

REMOVAL OF EXISTING HEADWALL(S)

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

EXCAVATION 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 FOR BOX CULVERTS AND EXCAVATION FOR PIPE, PIPE-ARCH CULVERTS, AND HEADWALLS

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

The excavation associated with the preparation of a structure or the removal of a structure shall not be included in the quantity of excavation for pipe culverts and headwalls or excavation for box culverts when the structure is within the limits of the excavation for the new culvert or its headwalls. Excavation for the preparation of a structure or removal of a structure shall be subsidiary to the contract item "Remove Structure at Station 158+70.23" as addressed in Section 203 of the Standard Specifications.

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

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.

The water level shall then be maintained at an elevation below the base of the excavation until after the concrete has been placed and set for at least 5 hours.

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.

EARTHWORK MEASURED IN EMBANKMENT

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

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

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 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.

Unsuitable soil encountered at the bottom of pipe trenches shall be excavated and disposed of as directed by the Engineer. The additional volumes excavated shall be replaced with compacted approved granular material, crushed rock or crushed concrete meeting the gradation requirements specified in Subsection 1033.02, Paragraphs 1., 2., and 3. or 6. of the NDOT 2017 Standard Specification for Highway Construction and the requirements in Tables 1033.02A, 1033.03A or 1033.06 of the NDOT 2017 Standard Specification for Highway Construction will be acceptable.

The material shall be compacted to optimal stiffness as defined by a deflection target value established by the Engineer.

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.

FURNISHING AND PLACING TOPSOIL ON SHOULDERS

The top 6" of soil placed in the area shown on sheet #10 (bridge plans) in the plan set (from the edge of paving/approach sections to the inside corner of the wing) shall be a compacted lean clay, classification CL. Soil from within the project limit shall not be used. The Contractor shall furnish the lean clay from sources outside of the project Right-of-Way. The material used must be approved by the Project Manager. Payment for furnishing and placing the lean clay shall be made by the Sq. Yd. under the item "FURNISHING AND PLACING TOPSOIL ON SHOULDERS". 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 all areas to be seeded, fertilized and protected by an erosion control method approved by the Project Engineer. 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, 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.

EROSION AND SEDIMENT CONTROL

INSTALLATION OF TEMPORARY AND PERMANENT EROSION/SEDIMENTATION CONTROL MEASURES

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

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

The permanent erosion/sedimentation control measures will consist of Seeding, Type "A", Type "B", Erosion Control, Class 1-B, and Fabric Silt Fence Erosion Checks, Type "Wattle". This work will be done as soon as practical after final grading work.

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

Table 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 anchored 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			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 D6475	Minimum Size of Net Openings	Minimum Light Penetration ASTM D6567
				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	0.50lbs/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 D6566)	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 (TRB) – A rolled erosion control product composed of non-degradable synthetic fibers, filaments, nets, wire mesh and/or other elements, processed into a permanent, three-dimensional matrix of sufficient thickness. TRMs, which may be supplemented with degradable components in Class 2A, are designed to impact immediate erosion protection, enhance vegetation establishment and provide long-term functionality by permanently reinforcing vegetation during and after maturation. Class 2, Type C TRMs must provide sufficient thickness, strength and void space to permit soil filling and/or soil retention and promote the development of vegetation within the matrix.	0.50"x0.50" (12.7mm x 12.7mm)	6.5' (2.00 m)	0.25 inches (6.35 mm)	Excelsior, Coconut, or Polymer fibers.	10 oz/sy (340 g/m ²)	125 lbs/ft (1.82kN/m)	125 lbs/ft (1.82kN/m)
B	Turf Reinforcement Mat		0.50"x0.50" (12.7mm x 12.7mm)	6.5' (2.00 m)	0.50 inches (6.35 mm)	100% UV Stabilized Polypropylene Fibers	10 oz/sy (340 g/m ²)	150 lbs/ft (2.19 kN/m)	150 lbs/ft (2.19kN/m)
C	Turf Reinforcement Mat		0.50"x0.50" (12.7mm x 12.7mm)	6.5' (2.00 m)	0.50 inches (12.7 mm)	100% UV Stabilized Polypropylene Fibers	14 oz/sy (475 g/m 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 NDOR Approved Products List. All values must be derived from testing the permanent portions of the TRM only and be within 10% of the minimums shown on the table to be considered for approval on the APL.

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	"C" 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	Lt. Wt. 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	Lt. Wt. 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	Lt. Wt. 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 (1.09 kN/m)
E	Med. Wt. 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 (1.45 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 (108Pa)	100 lbs/ft (1.82 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 **7 day period** will result in a **\$250.00 penalty per location per calendar day** for each calendar day a site remains unprotected. This penalty will be deducted from any monies due and payable to the Contractor for other work on the Contract.

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

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

Section 805.03 Paragraph 2 will be amended as follows:

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

Section 805.03 Paragraph 3 will be amended as follows:

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

Section 805.03 Paragraph 5 will be amended as follows:

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

Class 1- Type "B" Light Weight Quick Degrading 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 1B" 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.

PIPE

CORRUGATED CULVERT PIPE MANUFACTURE AND CONNECTING BANDS FOR CULVERT PIPE

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

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

REPAIR OF DAMAGED METALLIC COATINGS ON CULVERT PIPE

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

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

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.

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

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

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.

Tie rod excavation is included in the bridge abutment excavation.

SURFACING

SUPERPAVE ASPHALTIC CONCRETE

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

SECTION 1028 - SUPERPAVE ASPHALTIC CONCRETE

1028.01 – Description

1.
 - a. Superpave Asphaltic Concrete is a Contractor-designed mix.
 - b. The Contractor shall be required to define properties using a gyratory compactor that has met the Superpave evaluation test procedures, during mix design and production.
2. Job Mix Formula
 - a. Before production of asphaltic concrete, the Contractor shall submit in writing, a tentative Job Mix Formula (JMF) on the NDOR Mix Design Submittal Form for verification to County Engineering.
 - b. The JMF shall be determined from a mix design for each mixture. A volumetric mixture design in accordance with AASHTO R 35 as modified within this specification will be required. The mixture shall be prepared using the following:
 - (1) Mixture Conditioning of Hot Mix Asphalt (HMA), AASHTO R 30. The mixture for the Superpave specimens and maximum specific gravity mixture shall be aged for 2 (two) hours at compaction temperature.
 - (2) Method for Preparing and Determining the Density of Hot Mix Asphalt Specimens by Means of the SHRP Gyratory Compactor, AASHTO T 312.
 - c. The JMF shall identify:
 - (1) The Virgin mineral aggregates and pit locations
 - (2) Recycled Asphalt Pavement (RAP) and source locations
 - (3) The percent passing value for each specified sieve for the individual and blended materials.
 - (4) The Contractor shall submit one un-coated, proportioned 22 lb. (10,000 gram) sample of the blended mineral aggregates for consensus properties and specific gravity testing, for all mix types except SPS. Once verified, the Contractor may begin plant production and QC testing with the QA/QC program.
 - (5) The Contractor has the option of submitting the following; 2 proportioned 22 lb. (10,000 gram) samples of the blended mineral aggregates (which are pre-coated with hydrated lime) and two one-quart (liter) samples of the proposed PG Binder to be used in the mixture to the Department Materials and Research Central Laboratory at least 15 NDR working days before production of asphaltic concrete. If submitted these samples will be used to verify the Contractor's Superpave mix design test results and mix properties.
 - (6) Submitted with these samples shall be a copy of the Contractor's results for all Superpave mix design tests.

- (7) Mix design shall include at a minimum:
 - (i) The bulk specific gravity (Gsb), which shall be 2.585, for data purposes and as information only, for all mixes.
 - (ii) The target binder content. The binder content will be determined by ignition oven results. There is no correction factor for mixes containing hydrated lime.
 - (iii) The supplier and grade of PG Binder.
 - (iv) The maximum specific gravity of the combined mixture (Rice).
 - (v) The bulk specific gravity (Gmb) and air voids at N initial (Nini), N design (Ndes) and N maximum (Nmax) of the gyratory compacted specimens.
 - (vi) Voids in the Mineral Aggregate (VMA) and Voids Filled with Asphalt (VFA) at Ndes.
 - (vii) Fine Aggregate Angularity (FAA) and specific gravity, Coarse Aggregate Angularity (CAA), Flat and Elongated Particles and Sand Equivalent of the aggregate blend.
 - (viii) Location description and/or legal descriptions and producers of materials used in the mix.
 - (ix) Dust to Binder Ratio
 - (x) JMF compaction temperatures from NDOR Gyratory Temperature Table (See Table 1028.11).

3. Quality Control Program:

- a. The Contractor shall establish, provide, and maintain an effective Quality Control (QC) Program. The QC Program shall detail the methods and procedures that will be taken to assure that all materials and completed construction conforms to all contract requirements.
- b. Although guidelines are established, and certain minimum requirements are specified herein and elsewhere in the Contract, the Contractor shall assume full responsibility for placing a pavement course that meets the target field values.
- c. The Contractor shall establish a necessary level of control that will:
 - (1) Adequately provide for the production of acceptable quality materials.
 - (2) Provide sufficient information to assure both the Contractor and the Engineer that the specification requirements can be met.
- d. (1) The Contractor shall develop and submit a copy of their QC Program to the Department. A copy of the QC Program shall be kept on file in the QC lab trailer. This Program shall be updated as needed and submitted annually for review.
 - (2) The Contractor shall not begin any construction or production of materials without an approved QC Program.
- e. The QC Program shall address, as a minimum, the following items:
 - (1) QC organization chart
 - (2) Inspection requirement
 - (i) Equipment
 - (ii) Asphalt concrete production
 - (iii) Asphalt concrete placement

- (3) QC testing plan
 - (4) Documentation o QC activities
 - (5) Requirements for corrective action when QC or acceptance criteria are not met
 - (6) Any additional elements deemed necessary
 - (7) A list, with the name and manufacturers model number, for all test equipment used during laboratory testing.
 - (8) A description of maintenance and calibration procedures, including the frequency that the procedures are performed
- f. The QC organization chart shall consist of the following personnel:
- (1) A Program Administrator:
 - (i) The Program Administrator shall be a full-time employee of the Contractor or a Subcontractor (Consultant) hired by the Contractor.
 - (ii) The Program Administrator shall have a minimum of 5 years of experience.
 - (iii) The Program Administrator need not be on the job site at all times but shall have full authority to institute any and all actions necessary for the successful implementation of the QC Program.
 - (iv) The Program Administrators qualifications and training shall be described in the QC Program.
 - (2) Quality Control Technicians:
 - (i) The quality control technicians shall report directly to the Program Administrator and shall perform all sampling and quality control tests as required by the contract.
 - (ii) The QC technicians shall be certified every 5 years by the Department Materials and Research Division.
 - (iii) Certification at an equivalent level by a state or nationally recognized organization may be acceptable.
 - (iv) The QC technician's credentials and training records shall be submitted to the Department.
 - (v) The Contractor may have a non-certified technician working under the direct supervision of a certified technician for no more than one construction season.
- g.
- (1) Inspections shall be performed daily to ensure continuing compliance with contract requirements until completion of the work.
 - (2) QC test results and periodic inspections shall be used to ensure the mix quality and to adjust and control mix proportioning.

4. Contractor's Lab Equipment:

- a. The Contractor shall calibrate and correlate the testing equipment according to the procedures prescribed for the individual tests and conduct tests in conformance with specified testing procedures.
- b. The Contractor shall have the following equipment (or approved equal) at or near the project location:
 - (1) A gyratory compactor and molds meeting AASHTO criteria.
 - (2) An Asphalt Content Ignition Oven meeting AASHTO criteria.
 - (3) Rice equipment specified in AASHTO T 209, Procedure 9.5.1, Weighing in Water. The thermometer being used to measure water temperature will be as specified in T 209.
 - (4) FAA equipment specified in AASHTO T 304.
 - (5) To test density of compacted asphaltic concrete, a minimum 6000 gm balance, 0.1 gm resolution, with under body connect and water container large enough to conveniently place specimen in the basket and completely submerge the basket and specimen without touching the sides or bottom is required.
 - (6) QC Laboratory which contain the following:
 - Air conditioner
 - Dedicated phone
 - FAX machine or email
 - Photocopy machine
 - Sample storage
 - Work table
 - Bulletin board
 - Running water
 - Desk and chair
 - Separate power supply
 - Incidental spoons, trowels, pans, pails
 - (7) Diamond saw for cutting cores
 - (8) Diamond core drill minimum 3 inch (75 mm)
 - (9) Oven, 347°F (175°C) minimum, sensitive plus 5°F (plus 2°C)
 - (10) USA Standard Series Sieves for coarse and fine aggregate with appropriate shakers (12 inch (300 mm) recommended).
 - (11) Personal Computer capable of running the latest version of Department Superpave software, creating an electronic copy of the data, and printing to a Color Printer.

c. QC Testing Plan:

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

d. Corrective Action Requirements:

- (1) The Contractor shall establish and utilize QC charts for individual QC tests. The requirements for corrective action shall be linked to the control charts.
- (2) The Contractor's QC Program shall detail how the results of QC inspections and tests will be used to determine the need for corrective action.
- (3)
 - (i) A clear set of rules to determine when a process is out of control and the type of correction to be taken to regain process control will be provided.
 - (ii) As a minimum, the plan shall address the corrective actions that will be taken when measurements of the following items or conditions relating to the mixture approach the specification limits:
 - (I) Plant Produced mix gradations at laydown (See gradation tolerances)
 - (II) Binder content
 - (III) Air voids
 - (IV) VMA (mix design only)
 - (V) VFA (mix design only)
 - (VI) FAA AASHTO T 304
CAA ASTM D 5821
 - (VII) Dust to Binder Ratio
 - (VIII) Density
 - (IX) Contaminates

(iii) Corrective actions that will be taken when the following conditions occur:

- (I) Rutting
- (II) Segregation
- (III) Surface voids
- (IV) Tearing
- (V) Irregular Surface
- (VI) Low Density

1028.02 – Material Characteristics

1. The type of PG Binder will be 58H – 34 for SPR Asphaltic Concrete.
2. Recycled Asphalt Pavement:
 - a. The Contractor may submit to the State a proposal to supplement the virgin aggregates of the asphaltic concrete mix with a Contractor’s specified percentage of Recycled Asphaltic Pavement (RAP). The Contractor is responsible for investigating and maintaining the quality and verifying the quantity of the RAP material.
 - b. In recycled asphaltic concrete mixtures, the allowable percent of RAP will be as shown in Table 1028.01.

Table 1028.01

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

3. Aggregates:
 - a. Aggregates for use in superpave asphaltic concrete shall be tested on an individual basis.
 - b. With the exception of Asphaltic Concrete Type SPS the blended mineral aggregate shall not contain more than 80% limestone on the final surface lift of asphaltic concrete.
 - c. Asphaltic Concrete Type SPR may contain a total maximum of 10% of the virgin material that is composed of natural, uncrushed aggregate by manmade methods commonly known as but not limited to: 47B gravel, 2A gravel, gravel surfacing, sluice sand, blow sand, waste sand, fill sand, road gravel, roofing gravel, hot mix sand or gravel, coarse sand, fine sand, plaster sand, masonry sand, pit run sand or gravel. Additionally, chat or coal sand will not be allowed. For clarification on any proposed gravel, contact the Department Flexible Pavement Engineer.
 - d. Chat or coal sand will not be allowed in any mix.
 - e. Crushed rock material for use in asphaltic concrete, ¼ inch (6.35 mm) and smaller, screenings and manufactured sand shall have a Sodium Sulfate loss of not more than 12% by mass at the end of 5 cycles. Sampling size and frequency shall adhere to the current Department Materials Sampling Guide.

- f. Quartzite and granite shall conform to the requirements of Subsection 1033.02, Paragraph 4, a. (8). Sampling size and frequency shall adhere to the current Department Materials Sampling Guide.
- g. Crushed rock (Limestone) and Dolomite shall conform to the requirements of Paragraph 4.a. (4), (5) and (6) of Subsection 1033.02 of the Standard Specifications. Sampling size and frequency shall adhere to the current Department Materials Sampling Guide.
- h. Soundness tests shall not be required for fine sand.
- i. Once the satisfactory quality of aggregates from a source has been established, sufficient additional soundness tests will be performed to insure the continued satisfactory quality of the material, as determined by the Materials Sampling Guide.
- j. The coarse aggregate angularity value of the blended aggregate material shall meet or exceed the minimum values for the appropriate asphaltic concrete type as shown in Table 1028.02. If the coarse portion of the blend is all ledge rock the CAA tests may be waived.

Table 1028.02
Coarse Aggregate Angularity
(ASTM D 5821)

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

* Denotes two faced crushed requirements

- k. The fine aggregate angularity value of the blended aggregate material shall meet or exceed the minimum values for the appropriate asphaltic concrete type as shown in Table 1028.03.
- l. The specific gravity for calculation of the Fine Aggregate Angularity (FAA) shall be determined on a washed combined aggregate sample of the material passing the No. 8 (2.36 mm) sieve and retained on the No. 100 (150 µm) sieve. The Contractor will determine the specific gravity to be used in the calculation of FAA mixture design value(s) and, if verified by the Department Aggregate Laboratory, this same value can be used throughout production. The verification value determined by the Department Aggregate Laboratory will be on a combined aggregate sample supplied by the Contractor that is representative of the material proposed or being used during production. The specific gravity to be used throughout production to calculate FAA values will be the Contractor's verified value or the Department determined value (whenever verification is not made) and will be noted on the Mix Design. Changes in aggregate percentages during production may require determination of a revised specific gravity for FAA.

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

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

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

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

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

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

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

Table 1028.05
Sand Equivalent Criteria
(AASHTO T 176)

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

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

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

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

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

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

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

Table 1028.08
Gradation Control Points for Type SPS

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

1028.03 – Acceptance Requirements

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

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

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

**Table 1028.11
 Gyrotory Compaction Temperatures**

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

**Table 1028.12
 Minimum Binder Content**

Mix Type (Metric)	Minimum Binder Content, Percent
SPS	4.8
SPR	5.0
¾ inch (9.5 mm)	5.5
½ inch (12.5 mm)	5.1
¼ inch (19 mm)	5.0

2. The Contractor shall make Mix adjustments when:
 - a. The mix does not meet the current approved JMF or any other requirements of the contract.
 - b. Surface voids create a surface or texture that does not meet the criteria of Sections 502 and 503 in these Standard Specifications.
 - c. Rutting occurs.

3. The Contractor shall inform the Engineer when changes in mixture properties or materials used occur for any reason. Changes such as, but not limited to, types or sources of aggregates or changes in grades, sources, properties or modification procedures (if modified) of PG Binders. The Department may require a new job mix formula, mix design and moisture sensitivity test. The new proposed job mix formula shall be in accordance with the requirements as stated above.

4. Mix adjustments at the plant are authorized within the limits shown in Table 1028.13 as follows:
 - a. The adjustment must produce a mix with the percent air voids and all other properties as stated in these Specifications.
 - b. All adjustments must be reported to the Engineer.
 - c. The adjustment values in Table 1028.13 will be the tolerances allowed for adjustments from the Department verified mix design "Combined Gradation" target values which resulted from production or mix design adjustments but cannot deviate from Superpave gradation criteria. Mix adjustments for individual aggregates, including RAP, greater than 25% of the original verified mix design proportion or greater than 5% change in the original verified mix design percentage, whichever is greater, may require the Contractor to submit a new mix design, as determined by the Engineer. The Contractor is responsible for requesting new mix design targets as they approach these tolerances, failure to do so may result in a suspension of operations until a new mix design is approved.

Table 1028.13

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

5. Sampling and Testing:
 - a. The Contractor shall take samples at frequencies identified by the Engineer, according to the Department statistically based procedure. The samples shall be approximately 75 Lbs. (34 kg) and split according to AASHTO T 248 to create a companion sample. This sample splitting can be either at: 1) the sampling location, with the Department taking custody of their sample at that time or 2) after being transported to the test facility in an insulated container, with the Department taking custody of their sample at that time as determined by the Engineer. The details of sampling, location, splitting etc. shall be determined at the pre-construction conference.
 - b. All samples transported to the test facility and companion samples within the Lot shall be identified by attaching or faxing the lab calculation sheet from the latest version of the superpave software, stored, and retained by the Contractor until the Department has completed the verification testing process. Transporting of all samples will be under the observation of the Department.

c.

- (1) The sample shall be taken from the roadway, behind the paver before compaction or from the windrow.
- (2) At least one QC sample shall be tested for every 750 tons (680 Mg) of plant produced mix.
 - (i) If, at the completion of the project, the final lot consists of less than 3,750 tons (3,400 Mg) of asphaltic concrete, 1 sample for each 750 tons (680 Mg) or fraction thereof shall be taken and tested.
- (3) Additional sampling and testing for the Contractor's information and quality control may be performed at the Contractor's discretion. Any additional testing will not be used in pay factor determination.
- (4)
 - (i) When cold feed samples are being taken, the acquisition shall be timed such that the material in the sample represents, as close as possible, the same material in the sample taken behind the paver. If cold feeds are sampled and tested by Contractor, a split of that sample must be submitted with the hot mix subplot sample. The Contractor will be notified what subplot (a minimum of 1 subplot per lot) sample must be tested for FAA and CAA from the blended cold feed material according to the Department random sampling schedule. All other FAA and CAA subplot samples may be taken from the randomly selected portion of the blended cold feed material or obtained from the random samples taken behind the paver. Samples shall be taken under the observation of Department and split according to AASHTO T 248, with the Department taking custody of their sample at that time.
 - (ii) For projects using RAP material the FAA shall be established as follows: A RAP sample will be processed through an ignition oven and then combined with the proportioned amount of virgin aggregate defined by the mix design and then proceeding with FAA and CAA testing.

d. The sample shall be compacted immediately while still hot (additional heating may be required to raise the temperature of the sample to compaction temperature).

e. Each production sample shall be tested as follows:

- (1) Bulk Specific Gravity (Gmb) shall be determined for each specimen in accordance with AASHTO T 166 Bulk Specific Gravity of Compacted Bituminous Mixtures Using Saturated Surface Dry Specimens. One specimen shall be compacted for each production sample.
- (2) One Theoretical Maximum Specific Gravity (Gmm) test for each production sample of un-compacted mixture shall be determined in accordance with AASTHO T 209 Procedure 9.5.1. Weight in Water - Maximum Specific Gravity of Bituminous Paving Mixtures.
- (3)
 - (i) The Blended Aggregate Bulk Specific Gravity (Gsb) shall be 2.585 for information only for all mixes.
 - (ii) FAA - AASHTO T 304 Method A. The pour time of the test sample into the funnel shall be completed in 5 ± 1 seconds.
 - (iii) CAA - ASTM 5821. For SPR mixes, CAA testing and results are only required on the cold feed verification test for the lot.
- (4) The laboratory air voids shall be determined in accordance with the following:

Table 1 028.14

$$\begin{aligned} \text{Gmb}(\text{corr})@N_{any} &= \text{Gmb}(\text{meas})@N_{max} \times (\text{height}@N_{max} \div \text{height}@N_{any}) \\ \%G_{mm}(\text{corr})@N_{any} &= 100 \times (\text{Gmb}(\text{corr})@N_{any} \div \text{Gmm}(\text{meas})) \\ \% \text{ Air Voids}@N_{any} &= 100 - \%G_{mm}(\text{corr})@N_{any} \\ \text{VMA}@N_{des} &= 100 - (\text{Gmb}(\text{corr})@N_{des} \times P_s \div G_{sb}) \\ \text{VFA}@N_{des} &= 100 \times ((\text{VMA}@N_{des} - \% \text{ Air Voids}@N_{des}) \div \text{VMA}@N_{des}) \\ \text{Measured} &= (\text{meas}) \\ \text{Corrected} &= (\text{corr}) \end{aligned}$$

(5)

(i) The percent of PG Binder shall be determined for each QC test. The percent of PG Binder will be computed by ignition oven results.

(ii) The gradations shall be determined for each QC test using AASHTO T 30.

(6) Except as noted in this Subsection, all sampling and testing shall be done as prescribed in the Department Materials Sampling Guide and Standard Method of Tests.

f. Testing Documentation:

(1) All test results and calculations shall be recorded and documented on data sheets using the latest version of Department provided "Superpave" software. A copy containing complete project documentation will be provided to the Department at the completion of asphalt production.

g. Superpave Software:

(1) QC charts from the software shall be made available for review by the Engineer at any time.

(2) As a minimum, the following values shall be reported on Department provided software:

(i) Laboratory Gyratory density.

(ii) Ignition oven or cold feed aggregate gradations for all Superpave sieves will be reported.

(iii) PG Binder content shall be plotted to the nearest 0.01% by ignition oven results in accordance with AASHTO T 308.

(iv) The theoretical maximum specific gravity (Rice) to the nearest 0.001% will be reported.

(v) Laboratory Gyratory air voids at Ndes shall be plotted to nearest 0.1%. Laboratory Gyratory air voids, at Nini, Ndes and Nmax shall be reported to nearest 0.1%.

(vi) FAA and CAA of the asphaltic concrete for both cold feed and ignition oven samples will be reported to the nearest 0.1% for FAA and 1% for CAA. A minimum of one subplot FAA and CAA cold feed sample per lot will be tested and recorded on Department provided software.

(vii) VMA content shall be plotted to nearest 0.1% and VFA shall be reported to the nearest 0.1%.

(viii) Dust to Binder ratio to the nearest 0.01% will be reported.

6. Verification Sampling and Testing:

- a. The Department will select and test at random one of the subplot samples (750 tons, 680 Mg) within a Lot (3750 tons, 3400 Mg) for verification and report results.
- b. The results of Contractor QC testing will be verified by the Department's verification tests. Any samples outside of the tolerances in Table 1028.15 and 1028.16 will result in an Independent Assurance (IA) review of testing and may result in the Department test results being applied.
 - (1) On any given Lot, if the results of Air Void verification testing and its companion QC testing are within 1.0% air voids, the Air Void verification for the entire Lot is complete and the Contractor test results will be used to determine the pay factors. If the Air Void verification test results and the companion QC test results are outside the above tolerance, the results from the verification test will be used to determine the pay factor for that subplot. Any or all of the remaining four Department subplot samples may be tested and the Department subplot test results may be applied to the respective sublots and the resulting pay factors will apply.
 - (2) On any given Lot, if the results of the FAA verification testing and its companion QC testing are within 0.5 percent, the FAA verification for the entire Lot is complete and the Contractor test results will be used to determine the pay factor. If the FAA verification test results and the companion QC test results are outside the above tolerance, the results from the verification test will be used to determine the pay factor for that subplot. Any or all of the remaining four Department subplot samples may be tested and the Department subplot test results may be applied to the respective sublots and the resulting pay factors will apply.
- c. When verification tests are within testing tolerance, but results show a consistent pattern of deviation from the QC results, the Engineer may cease production and/or request additional verification testing or initiate a complete IA review.

**Table 1028.15
 Asphaltic Concrete Testing Tolerances**

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

**Table 1028.16
 Blended Aggregate Gradation
 Testing Tolerances**

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

d. Independent Assurance (IA) Review of Testing:

- (1) The Contractor shall allow the Department personnel access to their laboratory to conduct IA review of technician testing procedures and apparatus. Any deficiencies discovered in testing procedures will be reported by the Department and corrected by the Contractor.
- (2) During IA review, the Department personnel and the Contractor will split a sample for the purpose of IA testing. The samples selected will be tested in the Department Branch Laboratory. Any IA test results found to be outside of defined testing tolerances above will be reported. The Contractor shall verify the testing apparatus and make corrections if the apparatus is out of tolerance.
- (3) See Section 28 of the Materials Sample Guide for more information on IA testing.

e. If the project personnel and the Contractor cannot reach agreement on the accuracy of the test results, the Department will be asked to resolve the dispute, which will be final. It is the Contractor's responsibility to obtain a large enough sample size for any referee testing (a total sample size of 6000 grams, to be retained by the Department after splitting, is recommended for FAA testing). All dispute resolutions will be in accordance with the Quality Assurance Program requirements in the NDOR Materials Sampling Guide.

7. Production Tolerances, Acceptance, and Pay Factors

**Table 1028.17
 Production Tolerances***

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

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

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

**Table 1028.18
 FAA Penalty Scale**

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

SPECIAL PROVISIONS FOR PROJECT NO. 17-03;
 WEST RAYMOND ROAD REPLACEMENT OF COUNTY BRIDGE C-91
 WEST RAYMOND ROAD OVERLAY

- c. The Contractor shall assume the responsibility to cease operations when specifications are not being met.
- d. Acceptance and pay factors for Asphaltic Concrete Type SPS will be based on compacted in place average density.
- e. For each subplot of Asphaltic Concrete Type SPR and SPH, the asphaltic concrete unit price is a product of all applicable pay factors for the item "Asphaltic Concrete, Type _____". Included in a subplot, following approval of the control strips, may be any roadway Asphaltic Concrete Type SPR or SPH which is produced, sampled and tested and approved by the Engineer for use as Patching, State Maintenance Patching, and Asphalt for Intersections and Driveways on project shall be eligible for inclusion in subplot(s) tonnage pay factor determination using the roadway Asphaltic Concrete Type _____ unit price. When a control strip is not constructed, the pay factor for the running average of four air voids shall be fixed at 1.0 for the first three asphaltic concrete sublots.
 - (1) When there is a production tolerance pay factor penalty as stated in Paragraph 7.b. Subsection 1028.03 this penalty percentage will be entered in the Superpave Asphalt Pay Factor Summary under production specifications for each subplot affected. These individual pay factors will then be multiplied by each other to determine a total pay factor for each subplot [(750 tons) (680 Mg)].
- f. The pay factors for the single test air voids and moving average of four air voids pay factors will be determined in accordance with Table 1028.19.

Table 1028.19
Acceptance Schedule
Air Voids - N_{des}

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

8. Asphalt Concrete Density Samples:

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

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

Where:

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

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

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

- c. The Contractor shall cut cores the first day of work following placement of the mixture. The core samples shall be a minimum of a 3 inch (75 mm) diameter.
- d. Normally, 1 sample for determination of density will be taken from each subplot (750 tons) (680 Mg) at locations determined by the Engineer.
- e. The average density of the lot shall be used to compute the pay factor for density. Exceptions to the sampling and testing of core samples for the determination of density are as follows:
 - (1) When the nominal layer thickness is 1 inch (25 mm) or less, the sampling and testing of density for this layer will be waived.
 - (2) When the average thickness of the 5 cores for a lot is 1 inch (25 mm) or less, the testing of density samples for this lot will be waived.
 - (3) When the nominal layer thickness and the average of the original 5 cores for a lot are both more than 1 inch (25 mm), but some of the cores are less than 1 inch (25 mm) thick, additional cores shall be cut at randomly selected locations to provide 5 samples of more than 1 inch (25 mm) thickness for the determination of the pay factor for density.

f.

- (1) If, at the completion of the project, the final lot consists of less than 3, 750 tons (3400 Mg) of asphaltic concrete, a minimum of 3 samples, or 1 sample for each 750 tons (680 Mg) or fraction thereof, whichever is greater, shall be taken and tested for density.
- (2) The test results shall be averaged, and the density pay factor based on the values shown in Table 1028.20.
- (3) Should the average of less than 5 density tests indicate a pay factor less than 1.00, additional density samples to complete the set of five shall be taken at randomly selected locations and the density pay factor based on the average of the 5 tests.

Table 1028.20

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

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

ASPHALTIC CONCRETE PLACEMENT

The three inch Asphaltic Concrete Type SPR overlay shall be placed in two 1.5 inch lifts.

SAWING PAVEMENT

Paragraph 5. of Subsection 203.04 in the Standard Specifications is void.

FULL DEPTH CORES ON RESURFACING & PAVING WORK

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

ASPHALT PAVEMENT SMOOTHNESS TESTING

Section 502 of the Standard Specifications does not apply to this project and is superseded by the following.

APHALTIC CONCRETE SMOOTHNESS

The finished surface will be checked with a 10' straight edge test for conformance with section 503.04, paragraph 11 of the NDOR specifications on smoothness.

If after straight edge testing, the engineer still believes that the finished surface of the road is rough, the engineer may make arrangements for additional IRI smoothness testing and may also enforce the IRI smoothness specification using the attached NDOR special provision (E-5-1110) ASPAHLT CONCRETE PAVEMENT SMOOTHNESS.

The NDOR's standard special provision on pavement smoothness were modified by Lancaster County and incorporated into thee bid specifications. A quick summery of the changes are:

1. If after testing with a straight edge, the engineer believes the finished surface of the road is rough, Lancaster County will make arrangement to perform IRI smoothness testing.
2. Pavement surface correction work will be performed by the contractor, if needed.
3. There will be no incentive payment for smoothness.
4. The schedule for smoothness dis-incentive payment was modified per these special provisions and will apply to all sections of road that are IRI tested under the direction of the engineer.

If the engineer makes arrangements for IRI smoothness testing and the tested smoothness of over 10% of the tenth mile long sections have a finished surface smoothness of greater than 100 IRI inches per mile, the contractor will be required to reimburse the county for the cost of performing the smoothness testing and evaluation on any roads tested and resurfaced under this contract.

The smoothness disincentive (if the IRI specification is used by the engineer) shall be calculated in accordance with tables 502.01a, 502.01b, 502.02a and 502.02b of the NDOR's smoothness special provisions as modified by Lancaster County herein subject to following limitations.

When the initial IRI of a test section is ~~96~~ 100 in/mi or less, that value shall determine the percent of incentive pay for the section, unless bump and dip correction performed in that section increases the percent of pay.

When the initial IRI of a test section is greater than ~~96~~ 100 in/mi, corrective work performed in that section may increase the percent of pay up to the 100 percent level indicated in Table 502.1.

Table
 502.01a.

Payment Adjustment Schedule (Multi-Lift Roadways)	
Internal Roughness Index (IRI) Inches Per Mile	Percent of Contract Prices
0 to 37	107 <u>100</u>
Greater than 37 to 43	105 <u>100</u>
Greater than 43 to 49	103 <u>100</u>
Greater than 49 to 56	102 <u>100</u>
Greater than 56 to 68	100
Greater than 68 to 74	98 <u>99</u>
Greater than 74 to 80	96 <u>98</u>
Greater than 80 to 86	94 <u>97</u>
Greater than 86 to 93	92 <u>96</u>
Greater than 93 to 96 <u>100</u>	90 <u>95</u>
Greater than 96 <u>100</u>	Corrective Work Required

Table 502.01b.

Payment Adjustment Schedule (Single-Lift Roadways)	
Internal Roughness Index (IRI) Inches Per Mile	Percent of Contract Prices
0 to 37	107 <u>100</u>
Greater than 37 to 43	108 <u>100</u>
Greater than 43 to 49	103 <u>100</u>
Greater than 49 to 56	102 <u>100</u>
Greater than 56 to 68	100
Greater than 68 to 74	98 <u>99</u>
Greater than 74 to 80	96 <u>98</u>
Greater than 80 to 86	94 <u>97</u>
Greater than 86 to 93	92 <u>96</u>
Greater than 93 to 96 <u>100</u>	90 <u>95</u>
Greater than 96 <u>100</u>	Corrective Work Required

502.9 – Basis of Payment

The overall pay factor for the accepted quantity of asphaltic concrete and performance graded binder in the surface layer of all non-contact profiler test sections shall be determined according to the formula in Table 502.02.

Table 502.02a

Pay Factor Formula (Multi-Lift Roadways)	
$PF = A(1.07) + B + (1.05) + C(1.03) + D(1.02) + E(1.00) + F(0.98) + G(0.96) + H(0.94) + I(0.92) + J(0.90)$ $A + B + C + D + E + F + G + H + I + J$	
Where:	
A	= Length of pavement with an IRI of 0 to 37 in/mi
B	= Length of pavement with an IRI greater than 37 to 43 in/mi
C	= Length of pavement with an IRI greater than 43 to 49 in/mi
D	= Length of pavement with an IRI greater than 49 to 56 in/mi
E	= Length of pavement with an IRI greater than 56 to 68 in/mi
F	= Length of pavement with an IRI greater than 68 to 74 in/mi
G	= Length of pavement with an IRI greater than 74 to 80 in/mi
H	= Length of pavement with an IRI greater than 80 to 86 in/mi
I	= Length of pavement with an IRI greater than 86 to 93 in/mi
J	= Length of pavement with an IRI greater than 93 to 96 <u>100</u> in/mi

Table 502.02b

Pay Factor Formula (Single-Lift Roadways)	
$PF = A(1.07) + B + (1.05) + C(1.03) + D(1.02) + E(1.00) + F(0.97) + G(0.95) + H(0.93) + I(0.90)$ $A + B + C + D + E + F + G + H + I$	
Where:	
A	= Length of pavement with an IRI of 0 to 37 in/mi
B	= Length of pavement with an IRI greater than 37 to 43 in/mi
C	= Length of pavement with an IRI greater than 43 to 49 in/mi
D	= Length of pavement with an IRI greater than 49 to 56 in/mi
E	= Length of pavement with an IRI greater than 56 to 74 in/mi
F	= Length of pavement with an IRI greater than 74 to 80 in/mi
G	= Length of pavement with an IRI greater than 80 to 86 in/mi
H	= Length of pavement with an IRI greater than 86 to 93 in/mi
I	= Length of pavement with an IRI greater than 93 to 96 <u>100</u> in/mi

The Contractor shall be assessed an additional \$500.00 deduction for each of the following uncorrected or partially corrected smoothness irregularities that are left in place.

1. Bumps
2. Dips
3. Sections with an IRI value exceeding 96 in/mi, but less than 105 in/mi.

The Contractor shall be assessed an additional \$1,000.00 deduction for each uncorrected or partially corrected section with an IRI value of 105 in/mi or greater.

PAVING AND RESURFACING INTERSECTIONS

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

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

PAVING EXISTING GRAVEL SURFACED INTERSECTION RETURNS

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

CORRELATION TESTING

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

TACK COAT

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

Subsection 504.02 in the Standard Specifications is amended to include the following:

Table 504.01

CFS-1, FS-1 Emulsified Asphalt Requirements	
Tests on emulsion:	Specification
Viscosity, Saybolt Furol, T 59, 25°C (77°F), sec.	20 – 100
Sieve Test, % Retained, maximum (note 1)	0.10
Residue by Distillation, %, minimum	57.0
Tests on distillation residue:	
Penetration, dmm.	40 - 175
Ductility, 25°C (77°F), cm., minimum	40
Solubility in Trichloroethylene, %, minimum	97.5
Storage Stability, %, maximum (note 1)	1.0
Note 1: See note "b" of AASHTO M 208 Shall be formulated as either a cationic or anionic, fast-setting emulsion that is suitable for tack coat dilution, and to have an accelerated breaking time in cooler temperature applications.	

Subsection 504.03, para. 3.b. is void and superseded by the following:

Emulsified asphalt shall be diluted in the distributor with potable water at a rate of one part water to one part emulsified asphalt.

Subsection 504.03, para. 3.c. is void and superseded by the following:

The rate of application shall be adequate to bond the new bituminous layer to the existing surface. This shall be from 0.10 to 0.20 Gal/SY (0.45 to 0.90 L/m²) when applied to existing or milled surfaces, and from 0.05 to 0.10 Gal/SY (0.23 to 0.45 L/m²) when applied to freshly laid asphaltic concrete.

SUBGRADE PREPARATION

The work covered by the section of the Special Provisions will include all the work described in *Section 302 of the Standard Specifications*.

Payment for Subgrade Preparation shall be by the Station or SY as specified on the plans and in the proposal. This price will be considered full and complete compensation for the work describe herein.

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

Paragraph 2.a. of Subsection 302.03 in the Standard Specifications is amended to include that trimming on narrow, irregular or roadway grading of 1/2 mile (0.8 km) or less may be accomplished using conventional methods.

EARTH SHOULDER CONSTRUCTION

The work covered by this section of the Special Provisions will include all the work described in *Section 304 of the Standard Specifications*.

The Contractor will be compensated for the work described in the section of the Special Provisions at the contract unit price for the item "Earth Shoulder Construction". This price will be considered full and complete compensation for the work described herein.

Soils furnished for "Earth Shoulder Construction" shall be cohesive soils. No granular soils shall be allowed. Soil for earth shouldering in subdivisions shall be topsoil.

ASPHALTIC CONCRETE, TYPE "SPR"

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

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

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

PERFORMANCE GRADED BINDER

The work covered by this section of the Special Provisions will include all work described in *Section 1029 of the Standard Specifications* with the following amendment(s). The performance graded binder to be used on this project is "PG 58H-34.

The Contractor will not be paid directly for the work described above. This work will be considered subsidiary to A.C., Type SPR.

The Contractor will not be paid directly for Warm Mix Additives. The work will be considered subsidiary to A.C., Type SPR.

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

LIQUID ASPHALTS

Section 1030 of 2007 Standard Specifications is replaced with the following.

SECTION 1030 -- LIQUID ASPHALTS

1030.01 – Description

1. Medium-Curing Cutback Asphalt is the accepted Department's Liquid asphalt

1030.02 -- Material Characteristics

1. Cutback asphalts shall conform to the AASHTO M 82, Medium Curing Type requirements with the following changes:
 - a. Note "a" of Table 1 is void.
 - b. Note "b" of Table 1 is amended to read: in lieu of viscosity of the residue, the Department specifies the test of penetration with a specification of 120 to 250 dmm for all grades
 - c. Due to the advent of low-sulfur petroleum formulations, some of which are used as diluent in the fluxing of cutback material production, the Table 1 test requirements of Flash Point (tag, open cup), and Distillation, percent by volume of total distillate at the temperatures of 225oC (437oF) and 26oC (500oF), are removed.

1030.03 – Procedures

1. Medium-Curing cutback asphalts shall be stored, heated, transferred, or otherwise handled, as per Manufacturer's recommendations.

1030.04 -- Acceptance Requirements

1. Liquid asphalts will be accepted as described in the Department's *Materials Sampling Guide*.

SECTION 1080 – WARM MIX ASPHALT

1080.01 – Description

1. The Contractor has the option to use Warm Mix Asphalt (WMA) meeting the following requirements.

1080.02 – Material Requirements

1. Warm Mix Asphalt (WMA)
 - a. Warm Mix Asphalt mixtures shall follow the requirements of Superpave Asphalt Concrete and all other applicable sections with the following exceptions:
 - 1) The Contractor shall request the use of the WMA additive in writing when submitting the Job Mix Formula. The requested additive shall be an approved Level I or II production product or combination thereof. The manufacturer's recommended additive rates, specifications, and all other pertinent information shall be included in the requests. All requests must be approved by the Engineer prior to their use.

1080.03 – Construction Methods

1. Level I Production
 - a. Level I WMA additives are as follows: water injection devices.
 - b. Hydrated Lime at 1.25% by weight of virgin aggregate is required for all mixtures.
 - c. The allowable drop in temperature shall be a maximum of 40°F below the producer's recommended production temperature for Hot Mix Asphalt (HMA), or less as required during production to achieve proper laydown and compaction properties. Plant production temperatures shall not drop below 230°F.
2. Level II Production
 - a. Approved Level II WMA additives are listed on the Department's Approved Product List.
 - b. For amine based WMA additives, 25% of the additive must be considered an amine based anti-stripping agent, unless Poly-Phosphoric Acid (PPA) is used. If PPA is used in the binder, the WMA shall be a non-amine based WMA, specifically for use and compatible with binders containing PPA. WMA additives and anti-strips shall be terminal blended by the binder supplier. For all other warm mix technologies hydrated lime shall be added at a minimum rate of 1.25% by weight of virgin aggregate, including the weight of limestone. Hydrated Lime shall not be used on Level II WMA mixtures when the WMA additive is an Amine based additive or when the Amine WMA additives are used in combination with Level I water injection. The minimum rate for amine based WMA additives shall be 0.7%. The dosage rate of anti-strip shall not exceed manufacturer's recommendations.
 - c. The drop temperature shall be a maximum of 90°F from the producer's recommended production temperature for HMA. Plant production temperatures shall not drop below 215°F.
3. Other WMA additives shall not be used unless otherwise approved by the Engineer.

1080.03 Warm Mix Asphalt

4. WMA Additives may be used in combination by approval of the Engineer.
5. Asphalt mixes shall be tested for TSR on the first lot of production and then on randomly selected lots thereafter.
6. Field samples shall be heated and compacted using the following table unless otherwise approved by the Engineer.

Mix Type	% RAP	Compaction Temp °F
SPS	0-25	270 ± 5
	26-65	280 ± 5
SPR	0-35	280 ± 5
	36-55	290 ± 5
SPH	0-35	300 ± 5
SLX	20-35	280 ± 5
SRM	35-65	290 ± 5

7. The Engineer may suspend or eliminate the use of WMA on a project if any of the following conditions occur: rutting, segregation, surface voids, tearing, irregular surface, low density, raveling, stripping, or if pavement does not meet any other design criteria.

1080.04 – Method of Measurement and Basis of Payment

1. Warm Mix Asphalt (WMA) additives will be measured and paid for directly by the unit of each for the item "Hydrated Lime/Warm Mix Asphalt" for each ton of hot mix asphalt produced.

TEMPORARY PAVEMENT MARKINGS

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

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

5" PERMANENT PAVEMENT MARKING PAINT

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

The Contractor will be compensated for the work described in this section of the Special Provisions at the contract unit price per linear foot along the project for the item "5" Permanent Marking Paint". This price will be considered full and complete compensation for the work described herein.

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

SURFACING UNDER GUARDRAIL

Amend Subsection 302.04 in the Standard Specifications to provide that the work of subgrade preparation for surfacing under guardrail will not be measured for payment but shall be considered subsidiary to the item "Surfacing Under Guardrail".

Subsection 304.04 in the Standard Specifications is amended to provide that the work of earth shoulder construction associated with surfacing under guardrail will not be measured for payment but shall be considered subsidiary to the item "Surfacing Under Guardrail."

Subsection 503.05 in the Standard Specifications is amended to provide that P.G. Binder used in the asphaltic concrete will not be measured for payment but shall be considered subsidiary to the item "Surfacing Under Guardrail".

Subsection 504.04 in the Standard Specifications is amended to provide that the application of a tack coat, including furnishing emulsified asphalt, will not be measured for payment, but shall be considered subsidiary to the item "Surfacing Under Guardrail".

The work and materials required for any drainage curb placed on surfacing under guardrail will not be measured and paid for but will be considered subsidiary to the item "Surfacing Under Guardrail".

The work and materials required for surfacing under guardrail will be paid for at the contract unit price per square yard (square meter) for the item "Surfacing Under Guardrail". Payment will be full compensation for the work prescribed in these Special Provisions and the Standard Specifications.

BEVELED EDGE

DESCRIPTION

Constructing a beveled edge during the placement of a new asphaltic concrete lift(s) is to be accomplished using a manufactured beveled edge paving shoe device that attaches to the screed of the paver. This beveling shoe is designed to form and pre-compact a 30 +5 degrees bevel (measured from a line that is on the same plane as the paving surface) on the edge of the asphaltic concrete lift being placed with the paver.

EQUIPMENT

The beveled edge-paving shoe shall be capable of adjusting for intersections, drives, field entrances or other surfaces and it shall be equipped with heating and vibrating capability.

CONSTRUCTION METHOD

1. The beveled edge shall be constructed atop a trench that is excavated to the dimensions shown in the plans. The trench shall provide a solid base, free of debris such as, loose material, vegetation and deleterious materials. Trenching and filling of the trench will occur during daylight hours of the same day.
2. The beveled edge may be constructed with each lift of HMA or on the full-specified plan depth of the final lift.
3. The Contractor shall use rolling methods to compact the roadway surface to attain density and not deform or alter the beveled edge.
4. The angle of the slope of the beveled edge must not deviate by more than +5 degrees from the angle shown. Measure the angle from a line that is on the same plane as the paving surface.
5. Density requirements shall not apply to the asphaltic material that makes up the sloped beveled edge.
6. Material removed from the trench shall be incorporated into earth shoulder or bladed so that it is flush with the beveled edge. Excess material removed from the trench or material removed from the trench that is unsuitable for earth shoulder shall become property of the Contractor and removed from the project.

METHOD OF MEASUREMENT

The construction of a beveled edge will not be measured for payment directly but will be subsidiary to the associated asphaltic concrete.

COLD MILLING CLASS 3 & COLD MILLING CLASS 3 TYPE A & COLD MILLING CLASS 4

Millings produced from this project may be used for Foundation Course or for the production of asphaltic concrete on the project. Any excess millings not used for this work shall become the property of the Contractor and removed from the project.

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

COLD MILLING CLASS 1

Cold Milling Class 1 shall be performed with a machine that mills a 12 ft width of roadway in a single pass. Cold milling around manholes and other roadway appurtenances may be performed with a machine utilizing a smaller milling head.

All patching and Transverse crack repair shall be complete prior to Class 1 Cold Milling.

COLD MILLING CLASS 3-A

Cold Milling Class 3-A shall consist of placing the mill head over a transverse crack and milling to a depth of 3".

Cold Milling Class 3-A shall consist of milling the outside edge of the pavement a depth of 2½" and having the milling taper to a 0" depth toward centerline.

REPAIR OF TRANSVERSE CRACKS USING CLASS 3-A COLD MILLING

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

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

TRENCHED WIDENING 1'

DESCRIPTION

Trenched widening will consist of the removal of existing bituminous surfacing and earth shoulder material for the placement of asphaltic concrete as shown in the plans. Also included will be the compaction of the subgrade in the trench. The depth of the trench is defined as the distance from the existing surface to the bottom of the trench.

CONSTRUCTION METHODS

1. Removal
 - a. The Contractor shall remove any vegetation in the area to be widened.
 - b. The Contractor shall remove existing bituminous surfacing and earth shoulder material, creating two vertical faces as shown in the plans using a milling machine with a 12" to 18" mill head. When the trench depth is greater than 6 inches, the Contractor has the option of removing a maximum of 2 inches of the top of existing earth shoulder by blading. The remaining 6 inches of the trench shall be removed with a milling machine. The excavated material shall be placed in a windrow outside of the trench to be used as shouldering material. The trench shall be kept free of loose material and debris. Any excess material shall become the property of the Contractor and removed from the project. The Contractor must maintain drainage away from the pavement and shoulder by the end of that day's work.
 - c. The location of the trench shall be equidistant from the centerline throughout the project except where a different horizontal geometry is shown in the plans. The inside edge of the trench shall be offset a defined distance from the centerline as shown in the plans. The final outside edge shall not meander in and out from the centerline. If after trenching, the milled pavement edge has soil or deteriorated asphalt, a second pass with the milling machine or other equipment acceptable to the Engineer will be required so that the milled vertical edge is sound pavement that will bond to the asphaltic concrete placed in the trench.
 - d. The Department shall provide the centerline location based on the proposed alignment and center of the existing roadway. This centerline will be provided, once and it will be the Contractor's responsibility to maintain the centerline during construction. If contractor staking is included in the contract, providing centerline shall be included in the item. The Department will verify the contractor provided centerline is a best fit between proposed alignment and center of existing roadway.
 - e. At locations where transitions taper from a grade raise to no grade raise, the depth of trench shall be increased to provide a uniform thickness of material in the trench.
2. Preparation of Subgrade
 - a. Compact the underlying subgrade with two complete coverages with a device capable of attaining compaction, as approved by the Engineer. Any unsuitable subgrade material shall be removed and replaced with acceptable material and re-compacted to meet the above-mentioned requirements.
3. Placement of Asphaltic Concrete
 - a. The first lift of asphaltic concrete in the widening section shall be placed with the first lift of asphaltic concrete.

Method of Measurement

Trenched Widening shall be measured for payment by measuring each side separately in stations of 100 feet (100 meters), measured horizontally along the project centerline, of completed and accepted work.

Basis of Payment

The work of Trenched Widening, measured as provided herein, will be paid for at the contract unit price per Station for the item "Trenched Widening". This price shall be full compensation for all work, equipment, tools, and incidentals necessary to complete the work.

Removal and replacement of unsuitable subgrade materials shall be measured and paid for as extra work.

CRUSHED ROCK FOUNDATION COURSE

Section 307 is amended to include "12" Crushed Rock Foundation Course"
Contractor will supply Crushed Rock for Foundation Course
Crushed Rock must meet Material requirements in table 1033.08.
Construction Methods shall meet the requirements for Crushed Concrete Foundation Course Section 307.03.
Method of Measurement is Square Yard (SY)

TRAFFIC GRABBER CONES

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

Reflectorized traffic grabber cones shall be installed at the time of placement of the bottom layer of asphaltic concrete. These traffic grabber cones shall be placed at 300' intervals on both sides of the roadway either opposite each other or at staggered one-half (½) intervals on both sides. Traffic grabber cones shall also be placed within the arc forming the turning radius for an intersecting road to mark the drop-off that would be encountered by a turning vehicle. The traffic grabber cones shall be firmly installed so that the edge of the traffic grabber cones are 12 inches or less from the edge of the pavement.

REVEGETATION

REVEGETATION PLAN FOR PROJECT SITES IN THIS CONTRACT

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

SEEDING, TYPES "A" and "B"

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

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

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

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

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

The following seed mixture shall be used for type(s) "A and B" 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 seeding, erosion control, and all other items that required fertilizer.

Rate of application of commercial inorganic fertilizer shall be:

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

PAYMENT OF SEEDING/FERTILIZER

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

In areas where the use of "Erosion Control, Class 1B" 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.

The type(s) of mulch to be used on this project are as specified on the plans.

PERMITS

Work on this project requires authorization from the U.S. Army Corps of Engineers-Nebraska Regulatory Office. The authorization **has** been obtained by Lancaster County for the work under U.S. Army Corps of Engineers Permit No.NWO-2010-01013-WEH. The authorization contains "General Conditions", "Regional Conditions" and "Special Conditions".

The Contractor will conduct all construction operations in accordance with the terms of the permit and conditions specified 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 General, Regional, and Special Conditions follow:

Permit Conditions:

General Conditions:

1. The time limit for completing the authorized activity ends on April 30, 2021
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit.
5. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished with the terms and conditions of your permit.

Special Conditions:

1. Concurrent with construction, silt curtains or other sediment control measures will be employed to reduce soil erosion and sedimentation into waters of the U.S. (WOUS). The amount of sediment entering WOUS and leaving the site shall be reduced to the maximum extent practicable. If the permittee fails to institute all appropriate measures, the Corps reserves the option to halt all earthmoving operations until the erosion/sedimentation problems are corrected.
2. Any temporary fill (e.g. bridge debris, construction debris, etc.) discharged below the ordinary high water mark shall be removed on a daily basis. All debris shall be disposed of upland in such a manner that it cannot enter any wetlands or WOUS.
3. Construction mats or timber mats must be used to minimize heavy machinery impacting any wetlands or waters of the U.S. All mats will be removed upon completion of construction and any disturbance of wetlands or waters of the U.S. will be restored by minor grading to preconstruction conditions. Disturbed areas will be seeded, and erosion control measures will be implemented as appropriate.
4. The permittee is responsible for ensuring that the Corps is notified of the location of any borrow site that will be used in conjunction with the construction of the authorized activity so that the Corps may evaluate the site for potential impacts to aquatic resources, historic properties, and endangered species. The permittee shall not initiate work at the borrow site in conjunction with the authorized activity until approval is received from the Corps.

5. The project is within designated critical habitat for the SCTB. The following conservation measures are to minimized impacts.
 - a. No construction equipment of any kind will be allowed in the stream, below the OHWM.
 - b. A spill kit will be on site and personnel will be trained in its use to contain and absorb accidental spills and leaks.
 - c. No night time work will occur at the site.
 - d. Soil exposed during construction will be stabilized immediately with silt fence, fiber mats, and/or straw mulch to avoid its transport into the stream. Following construction, the soil will be re-seeded with a native vegetation mix.
6. Prior to the commencement of construction activities, the following shall be provided to the above Regulatory Office address: project manager or point of contact's name, telephone number and construction start date.
7. The permittee and/or the permittee's contractor or any of the employees, subcontractors or other persons working in the performance of a contract or contracts to complete the work authorized herein, shall cease work and report the discovery of any previously unknown historic or archeological remains to the Nebraska Regulatory Office. Notification shall be by telephone or fax within 24 hours of the discovery and in writing within 48 hours. Work shall not resume until the permittee is notified by the Nebraska Regulatory Office.
8. The Section 401 Water Quality Certification from Nebraska Department of Environmental Quality issued April 26, 2017 and amended on May 25, 2017 is incorporated into this permit by reference and shall be adhered to for this authorization to remain valid.
9. Temporary Structures/Work/Fill
 - a. The use of dredged material in the construction of temporary structures or used for temporary work or used as temporary fill shall not be allowed. The term "dredged material" is defined as material that is excavated or dredged from waters of the U.S. All temporary fill material shall be obtained from an upland source.
 - b. Upon completion of the construction activity, all temporary fill material shall be removed in its entirety from the water of the U.S. to an upland area and the affected area shall be restored to its pre-construction condition. Wetlands disturbed by temporary construction shall be seeded with appropriate native hydrophytic species.
 - c. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate. When temporary fills are placed in wetlands, a horizontal marker (i.e. fabric, certified weed-free straw, a ground survey with minimum accuracy of 0.10-foot, etc.) must be used to demarcate the existing ground elevation of wetlands that will be temporarily filled during construction, in order to restore the wetlands to pre-project conditions.
 - d. A proposal for the temporary structure/work/fill, if not already provided, shall be submitted 14 days prior to construction and authorized by the Nebraska Regulatory Office prior to the commencement of construction.
 - e. The Nebraska Regulatory Office shall be notified with documentation (i.e. photos) when the site has been restored to its pre-project condition.

10. Clearing of vegetation shall be limited to that which is absolutely necessary for construction of the project. All areas adjacent (contiguous, bordering, neighboring) to jurisdictional waters disturbed by construction shall be revegetated with appropriate perennial, native grasses and forbs and maintained in this condition. Phalaris arundinacea (Reed Canaiy Grass), Lythrum salicaria (Purple Loosestrife), Bromus inermus (Smooth Brome), Phragmites, sp. (Common Reed, River Reed) and Tamarix, sp. (Salt Cedar), are NOT appropriate choices of vegetation. A cover crop may be planted to aid in the establishment of native vegetation. The disturbed areas shall be reseeded concurrent with the project or immediately upon completion. Revegetation shall be acceptable when ground cover of desirable species reaches 75%. If this seeding cannot be accomplished by September 15 the year of project completion, then an erosion blanket shall be placed on the disturbed areas. The erosion blanket shall remain in place until ground cover of desirable species reaches 75%. If the seeding can be accomplished by September 15, all seeded areas shall be properly mulched to prevent additional erosion.
 11. When the vegetation has become established, all temporary erosion control materials shall be removed from the project site. Biodegradable or photodegradable materials need not be removed.
 12. The list of Best Management Practices (BMP's) attached shall be adhered to the maximum extent possible for this authorization to remain valid.
 13. The permittee is responsible for ensuring their action complies with the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act. The permittee is responsible for contacting appropriate local office of the U.S. Fish and Wildlife Service to determine applicable measures to reduce impacts to migratory birds or eagles, including whether "incidental take" permits are necessary and available under the Migratory Bird Treaty Act or Bald and Golden Eagle Protection Act for a particular activity.
1. Limits of this authorization.
 - a. This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.
 - b. This permit does not grant any property rights or exclusive privileges.
 - c. This permit does not authorize any injury to the property or rights of others.
 - d. This permit does not authorize interference with any existing or proposed Federal project.
 2. Limits of Federal Liability.
 - a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
 - b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
 - c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
 - d. Design or construction deficiencies associated with the permitted work.
 - e. Damage claims associated with any future modification, suspension, or revocation of this permit.

3. Reevaluation of Permit Decision. This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:
 - a. Failure to comply with the terms and conditions of this permit.
 - b. The information provided in support of your permit application proves to have been false, incomplete, or inaccurate.
 - c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measure ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

The proposed activity will comply with § 401 of the Clean Water Act of 1977, as amended by the Water Quality Act of 1987, and Title 117 -Nebraska Surface Water Quality Standards based on the following conditions:

1. A final mitigation plan, approved by the Corps, must be submitted to NDEQ prior to the commencement of any filling activities.
2. The following species may occur in the vicinity of, or be affected by, the proposed activity: state-listed endangered Salt Creek tiger beetle (*Cicindela nevadica lincolniiana*) and saltwort (*Salicornia rubra*), and the state-listed threatened Northern long-eared bat (*Myotis septentrionalis*). Based on consultation with Nebraska Game and Parks Commission (NGPC), in order to avoid adverse effects on these species construction activities shall be implemented under the following conditions:
 - a. Use of machinery or equipment in the channel or waters of Little Salt Creek is prohibited;
 - b. Construction and use of a low water crossing/work platform is prohibited;
 - c. Construction activities during the hours between sunset and sunrise is prohibited;
 - d. Demolition/construction debris may not enter the waters of Little Salt Creek;
 - e. Debris from clearing and grubbing, and demolition/construction activities, may not be buried on-site and must be removed from the project area;
 - f. Conservation measures for saltwort (*Salicornia rubra*) shall follow those described in the letter, addressed to NGPC, dated January 25, 2013 (attached).
1. Culverts installed on the left hand bank, approximately 690 feet east of Little Salt Creek, shall not alter the hydrology of existing wetlands in that area.
2. Temporary impacts shall be restored to pre-project conditions following construction.
3. Construction activities will employ Best Management Practices (erosion and sediment controls), maintained in effective operating condition during construction, to reduce to the maximum extent practicable the erosion of land and debris into water bodies located within or adjacent to the construction site.

Best Management Practices (BMPs)

The permittee agrees to make every reasonable effort to prosecute the construction or work authorized herein in a manner so as to minimize any adverse impact of the construction or work on fish, wildlife, and natural environmental values.

All construction debris will be disposed of on land in such a manner that it cannot enter a waterway or wetland.

The permittee shall establish and carry out a program for immediate removal of debris during construction in order to prevent the accumulation of unsightly, deleterious and/or potentially polluted materials.

Equipment for handling and conveying materials during construction shall be operated to prevent dumping or spilling the materials into wetlands or the waterway, except as approved herein.

All dredged or excavated materials, with the exception of that authorized herein, shall be placed on an upland site above the ordinary high water line in a confined area, not classified as a wetland, to prevent the return of such materials to the waterway.

Steps will be taken to prevent materials spilled or stored on site from washing into the wetlands or waterway as a result of cleanup activities, natural runoff, or flooding, and that, during construction, any materials, which are accidentally spilled into these areas, will be retrieved.

All earthwork operations on shore will be carried out in such a manner that sediment runoff and soil erosion to the river are controlled.

Care will be taken to prevent any petroleum products, chemicals, or other deleterious materials from entering the water.

The use of machinery in the waterway will be kept to a minimum.

When the District Engineer has been notified that a dredging or filling activity is adversely affecting fish or wildlife resources or the harvest thereof and the District Engineer subsequently directs remedial measures, the permittee will comply with such directions as may be received to suspend or modify the activity to the extent necessary to mitigate or eliminate the adverse effect as required.

All trees and shrubbery which are not specifically required to be cleared or removed for construction or operations purposes shall be preserved and shall be protected from any damage by construction operations and equipment.

The clearing of vegetation will be limited to that which is absolutely necessary for construction and operation of the project.

Measures will be employed to prevent wet concrete from entering the waterway or wetlands.

Concrete trucks will be washed at the site and in such a manner that wash water cannot enter the waterway or wetlands.

Turbidity controls in the form of silt curtains or similar type cloth material shall be installed downstream from the activity authorized herein and shall remain in place and maintained until construction is complete.

All erosion and sediment control practices shall be in place prior to any grading or filling operations and installation of proposed structures or utilities. They shall remain in place and maintained until construction is completed and the area is stabilized.

All fill material shall be free of fines, oil and grease, debris, wood, general refuse, plaster, and other pollutants, and shall contain no broken asphalt.

All temporary fill shall be removed in their entirety and the area restored to its preconstruction contours.

Instream work shall be timed to avoid the major fish spawning period of April 15 to June 1.

Adequate pipes shall be installed in the temporary crossing to carry normal flows and prevent the restriction of expected high flows during construction.

No tributaries, oxbows or other backwater areas will be "cut off".

The cross-sectional area of the channel will not be reduced.

No more than half of the stream channel shall be blocked at any one time so as not to diminish the flow downstream of the project.

The permittee shall be fully responsible for signage, fencing or other precautions necessary to discourage unauthorized access to the project site and promote public safety.

NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (N.P.D.E.S.) PERMIT

Work on this project requires authorization from the Nebraska Department of Environmental Quality (N.D.E.Q.). The authorization **has** been obtained by Lancaster County in the form of an N.P.D.E.S. Permit. The N.P.D.E.S. permit requires that, for sites greater than one acre, a Storm Water Pollution Prevention Plan (SWPPP) be developed. Lancaster County **has** developed this plan as applicable. The Contractor will be required to develop a Temporary Erosion and Sedimentation Control Plan for inclusion in the SWPPP. The Contractor will also be required to develop a Non-Storm Water Pollution Prevention Plan for inclusion in the SWPPP.

The Contractor will conduct all construction operations in accordance with the completed SWPPP.

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

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

BRIDGE ITEMS

EXPANSION DEVICE INSTALLATION

Any expansion device installation that fails to meet manufacturer's installation specifications will be removed and replaced with a properly installed joint at the expense of the Contractor. No payment will be made unless the manufacturer's representative certifies the installation.

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 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

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

CONCRETE BRIDGE FLOORS (10-DAY WET CURE)

The following Special Provision applies to concrete decks and approaches on girder and slab bridges for new bridges and complete deck replacements. Bridge deck widenings, partial deck replacements, and deck and joint repairs shall be cured in accordance with Section 706 of the specifications. Approaches that are not part of a new bridge or complete deck replacement shall be cured in accordance with Section 706 of the specifications.

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 deck 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.

Restrictions on Use of Bridge Deck

Paragraph 5 of Subsection 706.03 in the Standard Specifications is void and superseded by the following:

No work shall be performed on the bridge deck, including forming and placing reinforcement for concrete curbs or railing until the concrete deck has cured for 10 days. Only equipment necessary for forming and pouring the bridge rail shall be allowed on the deck during the 7 days of white pigment curing.

Finishing

Paragraphs 8, 9, and 10 of Subsection 706.03 in the Standard Specifications are void and superseded by the following:

Immediately following the finishing machine, the Contractor shall give the bridge floor surface a drag finish with wet burlap, carpet or a soft bristled broom. The drag finish shall create a uniform, fine-grained finish on the sealed concrete surface.

Grooving

Transverse tining in plastic concrete of bridge decks (and approaches on new bridges and bridge deck replacements) will not be allowed unless otherwise stated in the contract documents.

The Contractor shall cut longitudinal grooves into hardened concrete surfaces using a mechanical cutting device. The Contractor shall perform longitudinal grooving after surface correction grinding.

The longitudinal grooves shall be:

1/8 inch \pm 1/64 inch wide,
1/8 inch to 1/4 inch (3 mm to 6 mm) deep, and
Uniformly spaced at 3/4 inch intervals measured center to center of groove.

Longitudinal grooving shall include both bridge and paving approaches. Grooving shall terminate approximately 6 inches (150 mm) from bridge expansion joints.

Longitudinal grooving on the bridge deck and approach sections shall be discontinued 3 feet from the bridge curb, rail, raised medians, or barriers unless otherwise indicated on the plans.

For phased bridge and bridge approach construction:

The Contractor may cut longitudinal grooves in the hardened concrete at the end of each phase of construction or wait until all phases have been completed. If the Contractor elects to delay cutting of the longitudinal grooves until completion of all phases, apply an interim broom finish on the concrete deck and bridge approach during placement for all phases opened to traffic.

The Contractor shall finish all longitudinal grooving for all phases within 30 calendar days following completion of the last phase of the bridge.

The interim broom finish will not be allowed as a surface texture when opened to traffic over a winter season. If the interim broom texture is present and the Contractor is not in a position to finish all phases of the bridge, the Contractor shall cut longitudinal grooving into the hardened concrete in order to establish an acceptable driving surface texture for the winter season.

Grooves shall be constructed using multi-blade saw cutting equipment, fitted with diamond-tipped circular saw blades.

Before grooving operations, two approved gauges to verify groove depth shall be supplied. The gauges shall be accompanied by the manufacturer's instructions for their use.

During grooving operations, the groove dimensions will be checked at random. If the minimum groove depth has not been achieved, grooving operations shall stop and the necessary adjustments shall be made.

Sidewalks and top of curbs shall not be grooved and shall receive a final finish with a fine – bristle broom.

Paragraph 1 of Subsection 706.05 in the Standard Specifications is amended to include the following:

	Pay Item	Pay Unit
<u>Deck Curing</u>	Bridge Deck Grooving	Square Yards (SY)

For this Specification, the bridge deck is defined as the concrete deck and pavement cast between the bridge grade beams. Approaches outside the grade beams are excluded.

The Contractor shall cure the concrete deck with wet burlap for at least 240 hours. Burlap with Polyethylene backing will not be allowed on decks unless allowed by the Engineer.

The Contractor shall place uniformly saturated wet burlap on the concrete no later than 20 minutes after the finishing machine passes.

The burlap shall be thoroughly wetted prior to placing it on the concrete. The burlap shall be kept continuously wet by means of a sprinkling or wetting system for the 10 days.

The wet burlap shall be secured or weighed down so that it remains in contact with the concrete surface.

After 96 hours, the Contractor may place white opaque polyethylene film over the wet burlap to reduce the amount of water needed.

After the 10 day wet cure, the Contractor shall apply an approved white pigment curing compound within 45 minutes of removing the wet burlap.

The total rate of combined applications shall be a minimum of 1 Gal/150 SF of surface area.

The Contractor shall cure the deck with the white pigment curing membrane for an additional 7 days. The Contractor may work on the bridge concrete rail during the 7 days provided caution is used to limit damage to the membrane.

Curing compound shall not be applied to construction joints or reinforcing steel.

The Contractor must provide a list of equipment, equipment certification, and the number of personnel that will be dedicated to the curing operation at least 24 hours before the actual casting date.

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.

Grinding

The grinding and grooving shall not be done until after the 17 days of curing is complete.

Bridge decks shall be ground for smoothness in accordance with Section 733.

For bridge decks and approaches that are not covered by Section 733:

The Contractor shall test the cured concrete for surface irregularities with either a 10 foot straightedge placed or operated parallel to the centerline of the roadway or some other device for measuring deviations from a plane. Variations greater than 1/8th inch shall be plainly marked for removal, except that for decks which are to receive a subsequent overlay course greater than 1 inch thick, where ¼ inch variations are allowed.

The Contractor shall grind or cut irregularities that exceed the above limits. Bush hammering or other impact methods are not allowed.

Time for Opening Bridge Floor to Traffic

Paragraph 15 of Subsection 706.03 in the Standard Specifications is void and superseded by the following:

The Contractor shall not open the bridge floor to traffic until approval has been given by the Engineer. The Engineer may open the bridge when the concrete has reached a minimum age of 17 days and has developed a compressive strength of at least 3500 psi.

Construction equipment will not be allowed on the deck until after the 10 day wet curing period. Vehicles needed for construction activities and weighing less than 4.0 kips, and comparable materials and equipment loads, shall be allowed on any span only after the last placed deck concrete has attained a compressive strength of at least 2.4 ksi. Loads in excess of the above shall not be carried on bridge decks until the deck concrete has reached 80% of the minimum compressive strength prescribed elsewhere in these Special Provisions and after the 10 days wet curing period.

BRIDGE RAILS

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

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

Forms shall be capable of producing a uniform surface, texture and appearance

Paragraph 5 of Subsection 706.03 in the Standard Specifications is void and superseded by the following:

No work shall be performed on the bridge deck, including forming and placing reinforcement for concrete curbs or railing until the concrete deck has cured for 10 days. Only equipment necessary for forming and pouring the bridge rail shall be allowed on the deck during the 7 days of white pigment curing.

Paragraph 8.i of Subsection 704.03 in the Standard Specifications is amended to include the following:

Reinforcing steel and form work for bridge curbs and bridge rails shall not be placed until after the 10-day wet curing.

PILES AND PILE DRIVING

For bridges with design live load "HL-93", the tables in paragraph 4.c. of Subsection 703.03 (on pages 444 and 445) in the Standard Specifications are void and superseded by the following:

Paragraph 7.a. of Subsection 703.03 is void and superseded by the following:

"Practical Refusal" occurs when actual bearing capacity is 2.0 times the Design Pile Bearing.

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

Dynamic Formulas (English and Metric)	
Diesel Hammers:	
$P = \frac{4.0 E}{S+0.5}$	For all piles driven from the top with a single-acting diesel hammers (English)
$P = \frac{3.27 E}{S+12.7}$	For all piles driven from the top with a single-acting diesel hammers (Metric)
Where:	
P =	the bearing capacity, in kips (English) or kN (Metric)
W =	the mass of the ram, in kips (English) or kg (Metric)
M =	the mass of the pile and driving cap, in kips (English) or kg (Metric)
S =	the average penetration per blow, in inches (English) or millimeters (Metric), of the last 10 blows for diesel hammers
H =	the height of fall of the ram, in feet (English) or meters (Metric) (less twice the height of bounce for gravity and steam hammers)
E =	the energy per blow in foot-kips (English) or meter-kilogram (Metric). For single-acting diesel hammers, E = W x H
Unless permitted by the NDR Geotechnical Section, all piles driven with hammers other than single-acting diesel hammers shall be tested with the Pile Driving Analyzer to verify capacity.	
$P = \frac{4.9 WH}{S+0.35} \times \frac{W}{W+M}$	For gravity hammers
$P = \frac{4.9 E}{S+0.1} \times \frac{W}{W+M}$	For steam hammers
$P = \frac{2.2 E}{S+0.1}$	For driving mandrel driven pile shells

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.

Paragraph 3. of Subsection 703.05 is void and superseded by the following:

Splices ordered by the Engineer shall be paid for at 5 times the unit bid price (2 times the unit bid price for Metric projects) for HP steel piling, pipe, piling, and cast in place piling; and at 20 times the unit bid price (7 times the unit bid price for Metric projects) for driving and build-up splices for precast/prestressed concrete piling.

REINFORCING STEEL SUPPORTS

Paragraph 3.b.(2) of Subsection 707.03 of the Standard Specifications is void and superseded by the following:

Reinforcing steel in concrete decks and slabs shall be positioned on plastic coated supports or chairs to accurately maintain the specified clearance to the surface of the concrete. Supports shall be spaced at distances not greater than 3 feet for #4 top bars or 4 feet for all other reinforcing.

EPOXY COATED REINFORCING STEEL

Paragraph 5. of Subsection 1021.03 in the Standard Specifications is void and superseded by the following:

In order to protect the coated reinforcement from damage, the Contractor shall use padded or nonmetallic slings and padded straps. Bundled bars shall be handled in a manner which will prevent excessive sagging of bars which will damage the coating. If circumstances require storing coated steel reinforcing bars outdoors for more than two months, protective storage measures shall be implemented to protect the material from sunlight, salt spray and weather exposure. Coated steel reinforcing bars, whether individual bars or bundles of bars, or both, shall be covered with opaque polyethylene sheeting or other suitable opaque protective material. For stacked bundles, the protective covering shall be draped around the perimeter of the stack. The covering shall be secured adequately and allow for air circulation around the bars to minimize condensation under the covering. Coated steel reinforcing bars, whether individual bars or bundles of bars, or both, shall be stored off the ground on protective cribbing. The bundled bars shall not be dropped or dragged. If, in the opinion of the Engineer, the coated bars have been extensively damaged, the material will be rejected. The Contractor may propose, for the approval of the Engineer, alternate precautionary measures.

GUARDRAIL

GUARDRAIL END TREATMENT, TYPE II

Section 902 in the Standard Specifications is amended to include "Guardrail End Treatment, Type II".

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 which meet NCHRP 350 or MASH TL-3:

- 1) SRT-31
Manufactured by Trinity Industries, Inc.
2525 N. Stemmons Freeway
Dallas, TX 75207
(800) 644-7976

- 2) FLEAT-SP-MGS
Manufactured by Road Systems, Inc.
3616 Old Howard County Airport
Big Springs, TX 79720
(915) 263-2435

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 the 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.

REMOVE AND RESET CABLE GUARDRAIL

Section 903 of the 2007 edition of the NDOR Standard Specifications is replaced with the following:

903.01 – Description

1. Removing guardrail shall include the removal of all cable, terminal sections, anchorage sections, and posts from locations shown in the plans or designated by the Engineer. Concrete anchors shall be left in place.
2. Resetting guardrail shall include setting guardrail salvaged from the project as indicated in the plans. The Contractor shall use salvaged posts and hardware.
3. Misc. non-functional hardware. The contractor will be compensated for the cost of hardware deemed unusable at invoice cost plus 10%.

903.02 – Material Requirement

New materials, replacement materials, and concrete shall conform to the requirements of Section 902.

903.03 – Construction Methods

1. a. (1) When the pay item is "Remove and Salvage Guardrail", the Contractor shall remove the guardrail so that all materials may be salvaged.
- b. (1) Salvaged materials shall be stored the Lancaster County Raymond yard or at locations designated by the Engineer.
(2) Hardware shall be placed in suitable containers.
(3) no more than 55 pounds (25 Kg) of salvaged material shall be placed in a single container.
- c. If the plans call for "Resetting Guardrail", the Contractor removing the existing guardrail shall replace all materials damaged during removal at no additional cost to the Department.
- d. All materials that the Project Manager determines are not salvageable or needed by the Department shall become the property of the Contractor. The Contractor shall remove all non-salvagable materials from the project site and properly dispose these materials in accordance with all- applicable laws and regulations.
2. The Contractor shall reset the guardrail at the locations shown in the plans or as directed by the Engineer. The work shall be done in accordance with the requirements of Section 902.

903.03 – Method of Measurement

1. Resetting cable guardrail is measured by the linear foot (meter). The Department will compute the length of guardrail reset by the linear foot (meter) from center to center of guardrail element end connections, not including terminal sections, for each continuous length of guardrail.
2. Removal of cable guardrails is measured by the linear foot (meter). The Department will compute the length of guardrail removed by the linear foot (meter) from center to center of guardrail element end connections not including terminal sections, for each continuous length of guardrail.
3. Resetting terminal end assembly is measured by the each.
4. Removal terminal end assembly is measured by the each.

903.04 – Basis of Payment

- | 1. Pay Item | Pay Unit |
|---|---------------------------------|
| Reset Guardrail | Linear Foot (LF)
[meter (m)] |
| Reset Terminal End Assembly | Each |
| Remove & Salvage Guardrail | Linear Foot (LF)
[meter (m)] |
| Remove & Salvage Terminal End
Assembly | Each |
2. Payment is full compensation for all work required in this Section.

MISCELLANEOUS NOTES

FUEL COST ADJUSTMENT

Section 205.05 Paragraph 16 is null and void.

CONTRACTOR'S ACCESS CROSSING

The Contractor will **not** be allowed to use an access crossing to construct the bridge on this project.

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.**

PERFORMANCE AND LABOR AND
MATERIAL PAYMENT BOND

#S009524

KNOW ALL MEN BY THESE PRESENTS, that we, Pavers, Inc. as principal, hereinafter referred to as "Contractor," and Employers Mutual Casualty Company, a corporate surety company authorized to transact business in the State of Nebraska as surety, hereinafter referred to as "Surety," are held and firmly bound unto the County of Lancaster, Nebraska, hereinafter referred to as "County," in the penal sum of Two Million Five Hundred Eighty One Thousand Eight Hundred Eighty Dollars and 25/100 (\$2,581,880.25) 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 January 30, 2019, which contract hereby defined to include all contract documents (instructions to bidders, the accepted bid proposal, special and general conditions, specifications, and drawings) is by reference hereby made a part hereof and is hereinafter referred to as "Contract" for Project No. 17-03 – West Raymond Road Replacement of County Bridge C-91 and West Raymond Road Overlay, Lancaster County, Nebraska.

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

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

IN WITNESS WHEREOF, this bond is executed this 30 day of January, 2019



[Signature]
Witness
12303 Hwy 6 Waverly Ne 68462
Address

[Signature]
Pavers, Inc.
Contractor
James M Buel
President
James M Buel
12303 Hwy 6
Address
Waverly NE 68462
Address

A NEBRASKA CORPORATION

[Signature]
Witness
608 N Linden Wahoo NE 68066
Address

Employers Mutual Casualty Company
Surety
[Signature]
Attorney-in-fact Deanne K Kabourek
INSURO 608 N Linden, Wahoo NE 68066
Address

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

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation

4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

DEANNE K. KABOUREK

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond(s):

Surety Bond Principal:
Number Pavers, Inc.

Obligee:
 County of Lancaster, Nebraska
 555 South 10th Street
 Lincoln NE 68508

S009524

In an amount not exceeding Ten Million Dollars\$10,000,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

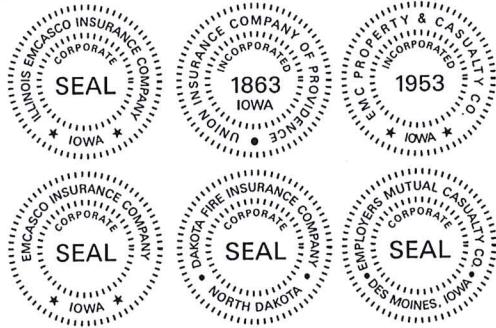
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 1st day of July, 2018.

Seals



Bruce G. Kelley

Bruce G. Kelley, CEO, Chairman of Companies 2, 3, 4, 5 & 6; President of Companies 1, 2 & 6; Treasurer of Companies 1, 2, 3, 4 & 6

Todd Strother

Todd Strother
Senior Vice President

On this 1st day of July, 2018 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President and Treasurer, and/or Senior Vice President, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2019.

Kathy Loveridge

Notary Public in and for the State of Iowa



CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 1st day of July, 2018, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 30th day of January, 2019.

J D Clough
Vice President

CONTRACT AGREEMENT

RE: PURCHASING AGENT APPOINTMENT

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

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

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

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



Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption

Form
13

Name and Mailing Address of Purchaser			Name and Mailing Address of Seller		
Name Lancaster County Engineering Department			Name Pavers, Inc.		
Legal Name			12303 Hwy 6		
Street Address (Do not use PO Box) 444 Cherrycreek Rd., Bldg. "C"			Street or Other Mailing Address		
City Lincoln,	State NE	Zip Code 68528	City Waverly,	State NE	Zip Code 68462

Check Type of Certificate

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

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

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

Section A—Nebraska Resale Certificate

Description of Property or Service Purchased

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

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

My Nebraska Sales Tax Permit Number is 01-_____.

If none, state the reason _____.

or Foreign State Sales Tax Number _____ State _____.

Section B—Nebraska Exempt Sale Certificate

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

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

Description of Items Purchased	Intended Use of Items Purchased
_____	_____

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

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

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

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

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

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

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

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

**sign
here** ▶

Authorized Signature _____

Title _____

Date _____

Authorized Signature Name (please print) _____

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

Sellers cannot accept incomplete certificates.

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

Instructions

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

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

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

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

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

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

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

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

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

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

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

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

Categories of Exemption

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

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

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

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

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

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

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

4. Purchases of common or contract carrier motor vehicles, trailers, and semitrailers; accessories that physically become part of a common or contract carrier vehicle; and repair and replacement parts for these vehicles. The exemption number must be entered in Section B of the Form 13.
5. Purchases of manufacturing machinery and equipment made by a person engaged in the business of manufacturing, including repair and replacement parts or accessories, for use in manufacturing.
6. Occasional sales of used business or farm machinery or equipment productively used by the seller as a depreciable capital asset for more than one year in his or her business. The seller must have previously paid tax on the item being sold. The seller must complete, sign, and give the exemption certificate to the purchaser.



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

FORM
17

PURCHASING AGENT APPOINTMENT					
Name and Address of Prime Contractor			Name and Address of Governmental Unit or Exempt Organization		
Name Pavers, Inc.			Name Lancaster County Engineering Department		
Street or Other Mailing Address 12303 Hwy 6			Street or Other Mailing Address 444 Cherrycreek Rd., Bldg. "C"		
City Waverly,	State NE	Zip Code 68462	City Lincoln,	State NE	Zip Code 68528
Name and Location of Project			Appointment Information		
Name West Raymond Rd. Replacement of County Bridge C-91 and West Raymond Rd. Overlay			Effective Date (see Instructions)		
Street or Other Mailing Address			Expiration Date		
City Lancaster County,	State NE	Zip Code	Nebraska Exemption Number (Exempt Organizations Only) N/A (Gov't)		

Identify Project
Bid No. 19-029; Project No. 17-03

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

sign
here

Authorized Signature of Governmental Unit or Exempt Organization

Title

Date

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

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

sign
here

Signature of Prime Contractor or Authorized Representative

Title

Date

INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LANCASTER COUNTY
EMPLOYER CLASSIFICATION ACT INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EMPLOYEE CLASSIFICATION ACT AFFIDAVIT

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

I, James M Buel, 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: James M Buel
(First, Middle, Last)

SIGNATURE: *James M Buel*

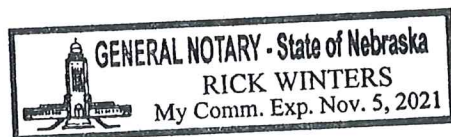
TITLE: President

State of Nebraska)
)ss.
 County of Lancaster)

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

5th day of FEB, 2019.

[Signature]
 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)
1/30/2019

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

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


PRODUCER INSPRO Insurance P.O. Box 336 Wahoo, NE 68066 402 443-3742	CONTACT NAME: Dee Kabourek
	PHONE (A/C, No, Ext): 402 443 3742 FAX (A/C, No): 402 443 3571 E-MAIL ADDRESS: dkabourek@insproins.com
INSURED Pavers, Inc. 12303 Hwy 6 Waverly, NE 68462	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : Employers Mutual Insurance 21415
	INSURER B : Acuity 14184
	INSURER C :
	INSURER D :
	INSURER E :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			2D79492	12/01/2018	12/01/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			2E79492	12/01/2018	12/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000			2J79492	12/01/2018	12/01/2019	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	L00626	12/01/2018	12/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Lancaster County is listed as an Additional 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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EMCASCO INSURANCE COMPANY

POLICY NUMBER: 2D7-94-92---19

PAVERS LLC

EFF DATE: 12/01/18

EXP DATE: 12/01/19

GENERAL LIABILITY POLICY
DECLARATIONS

ENDORSEMENT SCHEDULE

FORM	EDITION DATE	DESCRIPTION/ADDITIONAL INFORMATION	PREMIUM
*CG0001	04-13	COMMERCIAL GEN LIABILITY COV FORM	
*CG0435	12-07	EMPLOYEE BENEFITS LIABILITY COVERAGE	
		EACH EMPLOYEE \$ 1,000,000	
		AGGREGATE \$ 2,000,000	
		DEDUCTIBLE EACH EMPLOYEE \$ 1,000	
		RETROACTIVE DATE 12/01/2002	
*CG2106	05-14	EXCL-ACCESS/DISCL OF CONFID/PERSONAL	
*CG2147	12-07	EXCL-EMPLOYMENT RELATED PRACTICES	
*CG2153	01-96	EXCL - DESIGNATED ONGOING OPERATIONS DESCRIPTION OF DESIGNATED ONGOING OPERATION(S) AND SPECIFIED LOCATION (IF APPLICABLE): DEMOLITION WORK	
*CG2167	12-04	FUNGI OR BACTERIA EXCLUSION	
*CG2170	01-15	CAP/LOSSES FROM CERT ACTS/TERRORISM	
*CG2176	01-15	EXCL PUNITIVE DMGS ACTS OF TERRORISM	
*CG2279	04-13	EXCLUSION CONTRACTORS PROF LIABILITY	
*CG2417	10-01	---CONTRACTUAL LIABILITY RAILROADS SCHEDULED RAILROAD/DESIGNATED JOB SITE BURLINGTON NORTHERN ANY JOB SITE FOR WORK DONE FOR BURLINGTON NORTHERN ON AN ON CALL AS NEEDED BASIS. UNION PACIFIC RAILROAD CO. DESIGNATED JOB SITE -- UP FOLDER 2595-07 -PLATTE CO EAST OVERLAY C-7 (813) PLATTE COUNTY, NE COLUMBUS SUB IN COLUMBUS, NE RAILROAD MILE POST 80.97 APPROX: EAST 29TH AVE & EAST 18TH ST	
*CG2503	05-09	DESIG CONST PROJ/GEN AGG LIMIT DESIGNATED CONSTRUCTION PROJECTS: SOUTH 68TH ST, HICKMAN VIADUCT PROJECT 2A66-101	
*CG7001A	10-12	GENERAL LIABILITY SCHEDULE	
*CG7003	10-13	GL QUICK REFERENCE (OCCURRENCE)	
*CG7105	07-14	EXT OF THE DEFINITION OF INSURED	
*CG7141	05-90	EXTENDED PROPERTY DAMAGE COVERAGE	
*CG7174.3	10-13	AUTOMATIC AI-CONST CONT INCL COMP OP	
*CG7253	12-96	CONTRACTORS EXTENDED PROPERTY DAMAGE	
*CG7276	11-16	LIMITED POLLUTION COV-WORK SITES EACH POLLUTION INCIDENT LIMIT: \$ 100,000 POLLUTION LIABILITY AGGREGATE LIMIT: \$ 100,000 PROPERTY DAMAGE DEDUCTIBLE:	\$ 100

DATE OF ISSUE: 10/30/18

(CONTINUED)

FORM: IL7131A (ED. 04-01)

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2D79492 1901



PAGE NO: 2

EMCASCO INSURANCE COMPANY

POLICY NUMBER: 2D7-94-92---19

PAVERS LLC

EFF DATE: 12/01/18

EXP DATE: 12/01/19

GENERAL LIABILITY POLICY
DECLARATIONS

ENDORSEMENT SCHEDULE

FORM	EDITION DATE	DESCRIPTION/ADDITIONAL INFORMATION	PREMIUM
		\$ 1,000 EACH POLLUTION INCIDENT	
*CG7429	11-98	AMEND - AGGREGATE LIMIT PER PROJECT	
*CG7578	06-17	GENERAL LIABILITY ELITE EXTENSION	
*CG7627	03-09	AMENDMENT OF EMPL BENEFITS PROGRAM DESCRIPTION OF OTHER SIMILAR BENEFITS NONE	
*IL0021	05-02	NUCLEAR ENERGY LIAB EXCL/BROAD FORM	
*IL0259	12-17	NE CHANGES - CANCELLATION/NONRENEWAL	
*IL7028	05-15	ASBESTOS EXCLUSION	
*IL7130A	04-01	NAMED INSURED ENDORSEMENT	
*IL7131A	04-01	COMM'L POLICY ENDORSEMENT SCHEDULE	
*IL7338	05-15	NOTICE OF CANC PROV BY US DESIGNATED NAME OF ENTITY: CITY OF WAVERLY MAILING ADDRESS: 14130 LANCASHIRE STREET WAVERLY, NE 68462 NUMBER OF DAYS NOTICE: 30	
		NAME OF ENTITY: CITY OF LINCOLN &/OR LANCASTER COUNTY &/OR CITY OF LINCOLN/LANCASTER COUNTY PUBLIC BUILDING COMMISSION MAILING ADDRESS: 555 SOUTH 10TH ST LINCOLN, NE 68508 NUMBER OF DAYS NOTICE: 30	
*IL7447	05-15	NOTICE OF CANCEL W/WRITTEN CONTRACT	
*IL8021	04-88	ASBESTOS NOTICE	
*IL8383.2A	01-15	DISCL PURSUANT TERRSM RISK INS. ACT	WAIVED
*IL8384A	01-08	TERRORISM NOTICE	
*IL8576	10-17	MEDICARE IMPT NOTICE TO POLICYHOLDER	

DATE OF ISSUE: 10/30/18

FORM: IL7131A (ED. 04-01)

007

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2D79492 1901

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION CONTRACT OR
AGREEMENT INCLUDING COMPLETED OPERATIONS – PRIMARY AND
NONCONTRIBUTORY**

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. **Section II – Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of:

- a. your ongoing operations for the additional insured; or
- b. "Your work" for the additional insured and included in the "products – completed operations hazard".

However, the insurance afforded to such additional insured described above:

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

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

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

- a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports,

surveys, field orders, change orders or drawings and specifications; or

- b. Supervisory, inspection, architectural or engineering activities.

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

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

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

1. Required by the contract or agreement described in Paragraph A.1.; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

D. The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

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

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

E. All other terms and conditions of this policy remain unchanged.



EMCASCO INSURANCE COMPANY

POLICY NUMBER: 2E7-94-92---19

PAVERS LLC

EFF DATE: 12/01/18

EXP DATE: 12/01/19

COMMERCIAL AUTO POLICY
DECLARATIONS

ENDORSEMENT SCHEDULE

FORM	EDITION DATE	DESCRIPTION/ADDITIONAL INFORMATION	PREMIUM
*0405B	01-18	PRIVACY NOTICE	
*3003C	05-10	GLASS REPAIR FORM	
*CA0001	10-13	BUSINESS AUTO COVERAGE FORM TERRORISM COVG INCL IN MAIN COV FORM	\$ 59
*CA0156	11-13	NEBRASKA CHANGES	
*CA0221	12-17	NEBRASKA CHANGES - CANCELLATION	
*CA2001	10-13	LESSOR-ADDITIONAL INSURED/LOSS PAYEE DESIGNATION OR DESCRIPTION OF "LEASED AUTOS"	
*CA2070	10-13	COV FOR CERTAIN OPERATIONS RAILROAD SCHEDULED RAILROAD AND DESIGNATED JOB SITE: BURLINGTON NORTHERN RAILROAD	
*CA2170	10-13	NE UNINSURED/UNDERINS MOTORIST'S COV	
*CA7001A	11-15	COMM AUTO DECLARATIONS/ADDIT'L ITEMS	
*CA7002A	11-15	COMM AUTO DECLARATIONS - ITEMS 4 & 5	
*CA7007	11-15	QUICK REFERENCE BUSINESS AUTO FORM	
*CA7093A	03-09	UM/UIM SUPPLEMENTAL SCHEDULE	
*CA7312	11-15	RENTAL VEHICLE EXTENSIONS	
*CA7313	11-15	PREJUDGMENT INTEREST	
*CA7450	11-17	COMMERCIAL AUTO ELITE EXTENSION	
*CA8112.2	11-15	IMPT NOTICE -PAYMENT FOR AFTERMARKET	
*CA8232	01-18	POLICYHOLDER NOTICE	
*CA8297	04-18	2018 COMMERCIAL AUTO POLICYHOLDER	
*CA9928	10-13	STATED AMOUNT INSURANCE DESCRIPTION OF COVERED AUTO/COVERAGE LIMIT OF INSURANCE 2018 PETERBILT 337 W/2017 ETNRYE TANK PERMANENTLY ATTACHED 2NP2HJ7X7JM455175 COMPREHENSIVE & COLLISION / \$185,000	
*CA9935	11-13	NEBRASKA AUTO MEDICAL PAYMENTS	
*CA9944	10-13	LOSS PAYABLE CLAUSE	
*CA9948	10-13	POLLUTION LIAB BROADND COV/COV AUTOS	
*IL0021	05-02	NUCLEAR ENERGY LIAB EXCL/BROAD FORM	
*IL7130A	04-01	NAMED INSURED ENDORSEMENT	
*IL7131A	04-01	COMM'L POLICY ENDORSEMENT SCHEDULE	
*IL7447	05-15	NOTICE OF CANC W/WRITTEN CONTRACT	
*IL8576	10-17	MEDICARE IMPT NOTICE TO POLICYHOLDER	
*MCS-90	-	PUBLIC LIABILITY ENDST FOR MOTOR CAR	

FOOTNOTES:

BMC-90 - MOTOR CARRIER BI & PD LIABILITY

DATE OF ISSUE: 10/30/18

FORM: IL7131A (ED. 04-01)

007

JO

2E79492 1901

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO ELITE EXTENSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

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

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

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

B. AUTOMATIC ADDITIONAL INSUREDS

The **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include the following as an "insured":

1. Where Required by a Contract or Agreement the following is added:

The **Who Is An Insured** provision contained in the **Business Auto Coverage Form** is amended to add the following:

Any person or organization whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability covered by the terms of this policy, arising out of the use of a covered "auto" you own, hire or borrow and resulting from the acts or omissions by you, any of your "employees" or agents. The insurance provided herein will not exceed:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement,

whichever is less.

C. EMPLOYEES AS INSUREDS

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

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

D. EMPLOYEE HIRED AUTOS

1. Changes In Covered Autos Liability Coverage

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

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

2. Changes In General Conditions

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

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

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

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

E. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

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

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

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

F. SUBSIDIARIES AS INSURED

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

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

G. SUPPLEMENTARY PAYMENTS

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

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

H. FELLOW EMPLOYEE COVERAGE

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

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

I. TOWING

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

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

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

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

J. LOCKSMITH SERVICES

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

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

K. TRANSPORTATION EXPENSES

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

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

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

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

M. HIRED AUTO PHYSICAL DAMAGE

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

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

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

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

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

N. AUTO LOAN OR LEASE COVERAGE

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

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

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

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

O. PERSONAL PROPERTY OF OTHERS

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

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

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

No deductibles apply to this coverage.

P. PERSONAL EFFECTS COVERAGE

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

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

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

Q. EXTRA EXPENSE FOR STOLEN AUTO

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

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

R. RENTAL REIMBURSEMENT

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

1. This coverage applies only to a covered "auto" for which **Physical Damage Coverage** is provided on this policy.
2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days.

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

- b. 30 days.

4. Our payment is limited to the lesser of the following amounts:

- a. Necessary and actual expenses incurred; or

- b. \$75 per day, subject to a \$2,250 limit.

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

6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage – Transportation Expense Coverage Extension included in this endorsement.

7. Coverage provided by this extension is excess over any other collectible insurance and/or endorsement to this policy.

S. AIRBAG COVERAGE

Section III – Physical Damage Coverage, B.3.a. Exclusions is amended by adding the following:

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

T. NEW VEHICLE REPLACEMENT COST

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

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

- a. The verifiable new vehicle purchase price you paid for your damaged vehicle, not including any insurance or warranties.

- b. The purchase price, as negotiated by us, of a new vehicle of the same make, model, and equipment, or most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.

- c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.

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

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

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

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

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

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

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

V. WAIVER OF DEDUCTIBLE – GLASS REPAIR OR REPLACEMENT

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

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

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

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

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

X. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

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

Transfer Of Rights Of Recovery Against Others To Us

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

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

Y. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

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

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

Z. MENTAL ANGUISH

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

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

AA. LIBERALIZATION

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



WORKERS' COMPENSATION

Information Page

1. Named Insured and Address:

PAVERS INC
 DBA PAVERS COMPANIES
 12303 HIGHWAY 6
 WAVERLY NE 68462

Agency Name and Number:

INSPRO, INC
 5806-AA
 608 N LINDEN ST
 WAHOO NE 68066
 Insured Policy Number: L00626
 Policy Number: CWC-L00626-00

Identification Number: 260283839
 FEIN: 470828082

The Named Insured is:
 CORPORATION

2. Policy Period: Inception 12-01-18 Expiration 12-01-19
 12:01 A.M. standard time at the address of the insured stated herein.

3. A. Workers' Compensation Insurance: Part One of the policy applies to the Workers' Compensation Law of the states listed here:

Nebraska

B. Employers' Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident	Each Accident	\$	1,000,000
Bodily Injury by Disease	Policy Limit		1,000,000
Bodily Injury by Disease	Each Employee		1,000,000

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:

All states except North Dakota, Ohio, Washington and Wyoming and States designated in Item 3.A. above.

D. Endorsements:

Form Number	Form Title	Premium
WC 00 04 06 (08-84)	Premium Discount Endorsement	\$
IL-7002 (10-90)	Notice of Cancellation Endorsement	
WC 00 03 13 (04-84)	Waiver of Our Right to Recover From Others Endorsement . .	
WC 00 04 24 (01-17)	Audit Noncompliance Charge Endorsement	
WC 00 00 00 C(01-15)	Workers' Compensation and Employers' Liability Insurance Policy	
WC 26 06 01 C(03-97)	Nebraska Cancellation and Nonrenewal Endorsement	
WC 00 04 14 (07-90)	Notification of Change In Ownership Endorsement	
WC 26 04 02 (01-95)	Nebraska Contracting Classification Premium Adjustment Endorsement	

Insured Renewal or Replacement Number: L00626
 Renewal or Replacement Number: CWC-L00626-00

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

WC 00 03 13(4-84)

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

under a written contract that requires you to obtain this agreement from us.

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

SCHEDULE

We will not enforce our right against any person or organization with whom you have a written contract or agreement which you are required to waive rights of recovery under this policy. We will not enforce our right against any other person or organization named in these contracts or agreements which you are also required to waive rights of recovery. Such a contract or agreement must have been executed prior to the occurrence causing injury or damage. An entity meeting these requirements does not have to be named in the Schedule for the waiver to apply.



DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, OMAHA DISTRICT
NEBRASKA REGULATORY OFFICE
8901 SOUTH 164TH STREET, SUITE 1
OMAHA, NEBRASKA 68138-3635

RECEIVED

APR 20 2018

LANCASTER COUNTY
ENGINEERING DEPT.

<http://www.nwo.usace.army.mil/missions/regulatoryprogram/nebraska.aspx>

April 17, 2018

Ms. Pam Dingman
Lancaster County Engineering Department
444 Cherrycreek Road, Building C
Lincoln, Nebraska 68528

**RE: NWO-2010-01013-WEH / Raymond Road East
C005511415, C-55-C-91**

Dear Ms. Dingman:

Enclosed is the Department of the Army (DA) permit, **NWO-2010-01013-WEH**, for Raymond Road East. The project is located in Sections 3 and 34, Townships 11 and 12 North, Range 6 East, Lancaster County, Nebraska. Impacts are located at approximately 40.95861°N, -96.72250°W.

Please note the special condition(s) on pages 3-6 of the permit.

The attached compliance certification form must be signed and returned to this office upon completion of the authorized work. A compliance inspection will be scheduled soon thereafter.

Should you, at any time, become aware that either an endangered and/or threatened species exists with the project area, you must immediately notify this office. In addition, you are responsible for all work accomplished in accordance with the terms and conditions of this permit. If a contractor or other authorized representative will be performing the work authorized by this permit on your behalf, we strongly recommend that they be provided a copy of this letter and the permit so that they are aware of the limitations of this permit. Any activity which fails to comply with all the terms and conditions of the permit will be considered unauthorized and subject to appropriate enforcement action.

The Omaha District, regulatory Branch is committed to providing quality and timely service to our customers. In an effort to improve customer service, please take a moment to complete our Customer Service survey found on our website at http://corpsmapu.usace.army.mil/cm_apex/f?p=regulatory_survey. If you do not have Internet access, you may call and request a paper copy of the survey that you can complete and return to us by mail or fax.

If you have any questions regarding this permit, please write to the above address or call Drew Vlazny at (402) 896-0896 and refer to the above permit number.

Sincerely,



John L. Moeschen
Nebraska State Program Manager

Enclosure

cc:
EPA Region VII (Eliodora Chamberlain)
NDEQ (Robert Parker)
Mainelli Wagner and Associates (Strahm)

DEPARTMENT OF THE ARMY PERMIT

Permittee: Lancaster County Engineering Department (Pamela Dingman)

Permit Number: NWO-2010-01013-WEH

Issuing Office: Nebraska Regulatory Office, Omaha District, U.S. Army Corps of Engineers

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description: Roadway improvements to Raymond Road and North 1st Street are proposed to provide a safe and efficient vehicular crossing of Raymond Road over Little Salt Creek. Roadway improvement activities include: removing and resurfacing the existing asphalt roadway, widening the roadway, construction of new earth shoulders and roadside ditches, removing and replacing field drive pipes, removing and replacing the guardrail, bridge removal and replacement, culvert removal and replacement, as well as construction of a new quad-pipe culvert structure. Additionally, a minor amount of regrading will take place within approximately 50-linear feet north and south on North 1st Street.

The project starts at Sta. 150+30.00 and extends east for approximately 0.34 miles to Sta. 168+40.00, ending east of the junction of North 1st Street and Raymond Road. The existing 22-foot asphalt roadway will be widened to 24-foot and the existing bridge over Little Salt Creek will be removed and replaced. Additionally, a new quad pipe structure will be installed east of the bridge location and the roadway pipe east of north 1st Street will be removed and replaced. The project will permanently impact a total of 1.292 acres of wetlands and 0.034 acre (140-linear feet) of channel below the Ordinary High Water Mark (OHWM).

Total permanent impacts due to construction activities will be 0.193 acre of Category 1, PEMF Saline Depressional wetlands; 0.946 acre of PEMF Riverine Floodplain wetlands; and 0.153 acre of PEMC Riverine Floodplain wetlands. Additionally, construction activities will permanently impact 0.034 acre (140-linear feet) of channel below the OHWM. Permanent impacts to Category 1, PEMF Saline Depressional wetlands, PEMF Riverine Floodplain wetlands and PEMC Riverine Floodplain wetlands will be mitigated at the City of Lincoln Wetland Mitigation Bank.

The project will be constructed according to the project plans provided by Mainelli Wagner & Associates on March 17, 2017, project plan revisions provided on September 22, 2017, and the wetland mitigation plan provided on October 26, 2017. Impacts to Waters of the U.S. (WOUS) are further described in association with the construction activities below.

Impacts will occur at the following locations:

Site 1 (Sta. 158+00.00 to 159+40.00) Structure C-91, Bridge: The existing 24-foot by 50-foot, single span bridge will be removed and replaced with a 140-foot by 32-foot, triple span Concrete Slab Bridge (CSB). Construction activities due to the bridge replacement will permanently impact a total of 0.039 acre of PEMF Riverine Floodplain wetlands and 0.034 acre (140-linear feet) of channel below the OHWM.

Site 2 (Sta. 165+50.00) Culverts: Quad 48-inch by 57-foot Elliptical Reinforced Concrete Pipes (ERCPS) with concrete headwalls will be installed. Construction activities due to the new quad ERCPS will permanently impact a total of 0.019 acre of PEMF Riverine Floodplain wetlands and 0.017 acre of PEMC Riverine Floodplain wetlands.

Site 3 (Sta. 167+38.00) Structure, Culvert: The existing 24-inch by 58-foot roadway pipe will be removed and replaced with a single 30-inch by 74-foot round equivalent roadway pipe. Construction activities due to the roadway pipe replacement will permanently impact a total of 0.001 acre of Category 1, PEMF Saline Depressional wetlands and 0.007 acre of PEMC Riverine Floodplain wetlands.

Site 4 (Sta. 150+30.00 to 168+40.00) Roadway Widening: The existing 22-foot roadway will be widened to 24-foot. The existing roadway will be graded and resurfaced with no more than a 3-foot grade raise. Construction activities due to the roadway improvements will permanently impact a total of 0.192 acre of Category 1, PEMF Saline Depressional wetlands; 0.888 acre of PEMF Riverine Floodplain wetlands, and 0.129 acre of PEMC Riverine Floodplain wetlands.

Attachments:

- 1/ Water Quality Certification
- 2/ Project Plans
- 3/ Best Management Practices

Project Location: The project is located in Sections 3 and 34, Townships 11 and 12 North, Range 6 East, Lancaster County, Nebraska. Impacts to waters of the U.S. are located in the vicinity of 40.958611°N, -96.720474°W, within Little Salt Creek and adjacent wetlands.

Permit Conditions:

General Conditions:

1. The time limit for completing the authorized activity ends on 4/30/2021. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you

abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification from this permit from this office, which may require restoration of the area.

3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.

6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished with the terms and conditions of your permit.

Special Conditions:

1. After a detailed and careful review of all of the conditions contained in this permit, the permittee does acknowledge that, although said conditions were required by the Corps of Engineers (Corps), nonetheless, the permittee agreed to those conditions voluntarily to facilitate issuance of the permit and the permittee will comply fully with all the terms of the permit conditions.

2. The permittee shall notify the Nebraska Regulatory Office of any design changes to the proposed project. Notification must be received in our office for review a minimum of 14 days prior to construction.

3. Concurrent with construction, silt curtains or other sediment control measures will be employed to reduce soil erosion and sedimentation into waters of the U.S. (WOUS). The amount of sediment entering WOUS and leaving the site shall be reduced to the maximum extent practicable. If the permittee fails to institute all appropriate measures, the Corps reserves the option to halt all earthmoving operations until the erosion/sedimentation problems are corrected.

4. Any temporary fill (e.g. bridge debris, construction debris, etc.) discharged below the ordinary high water mark shall be removed on a daily basis. All debris shall be disposed of upland in such a manner that it cannot enter any wetlands or WOUS.

5. Construction mats or timber mats must be used to minimize heavy machinery impacting any wetlands or waters of the U.S. All mats will be removed upon completion of construction and any disturbance of wetlands or waters of the U.S. will be restored by minor grading to preconstruction conditions. Disturbed areas will be seeded and erosion control measures will be implemented as appropriate.

6. The permittee is responsible for ensuring that the Corps is notified of the location of any borrow site that will be used in conjunction with the construction of the authorized activity so that the Corps may evaluate the site for potential impacts to aquatic resources, historic properties, and endangered species. The permittee shall not initiate work at the borrow site in conjunction with the authorized activity until approval is received from the Corps.

7. The project is within designated critical habitat for the SCTB. The following conservation measures are to minimized impacts.

- a. No construction equipment of any kind will be allowed in the stream, below the OHWM.
- b. A spill kit will be on site and personnel will be trained in its use to contain and absorb accidental spills and leaks.
- c. No night time work will occur at the site.
- d. Soil exposed during construction will be stabilized immediately with silt fence, fiber mats, and/or straw mulch to avoid its transport into the stream. Following construction, the soil will be re-seeded with a native vegetation mix.

8. An updated City of Lincoln Wetland Mitigation Bank ledger must be received by the Corps, prior to the commencement of filling activities. Impacts to aquatic resources will be mitigated as follows:

- a) 0.193 acre of Category 1, PEMF Saline Depressional wetlands will be mitigated at 1:1 with 0.193 acre of PEM Saline Depressional wetlands.
- b) 0.946 acre of PEMF Riverine Floodplain wetlands will be mitigated at 2:1 with 1.892 acres of PEM Floodplain Depressional wetlands.
- c) 0.153 acre of PEMC Riverine Floodplain wetlands will be mitigated at 2:1 with 0.306 acre of PEM Floodplain Depressional wetlands.

9. Prior to the commencement of construction activities the following shall be provided to the above Regulatory Office address: project manager or point of contact's name, telephone number and construction start date.

10. The permittee and/or the permittee's contractor or any of the employees, subcontractors or other persons working in the performance of a contract or contracts to complete the work authorized herein, shall cease work and report the discovery of any previously unknown historic or archeological remains to the Nebraska Regulatory Office. Notification shall be by telephone or fax within 24 hours of the discovery and in writing within 48 hours. Work shall not resume until the permittee is notified by the Nebraska Regulatory Office.

11. The Section 401 Water Quality Certification from Nebraska Department of Environmental Quality issued April 26, 2017 and amended on May 25, 2017 is incorporated into this permit by reference and shall be adhered to for this authorization to remain valid.

12. Temporary Structures/Work/Fill

a. The use of dredged material in the construction of temporary structures or used for temporary work or used as temporary fill shall not be allowed. The term "dredged material" is defined as material that is excavated or dredged from waters of the U.S. All temporary fill material shall be obtained from an upland source.

b. Upon completion of the construction activity, all temporary fill material shall be removed in its entirety from the water of the U.S. to an upland area and the affected area shall be restored to its pre-construction condition. Wetlands disturbed by temporary construction shall be seeded with appropriate native hydrophytic species.

c. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate. When temporary fills are placed in wetlands, a horizontal marker (i.e. fabric, certified weed-free straw, a ground survey with minimum accuracy of 0.10-foot, etc.) must be used to demarcate the existing ground elevation of wetlands that will be temporarily filled during construction, in order to restore the wetlands to pre-project conditions.

d. A proposal for the temporary structure/work/fill, if not already provided, shall be submitted 14 days prior to construction and authorized/verified by the Nebraska Regulatory Office prior to the commencement of construction.

e. The Nebraska Regulatory Office shall be notified with documentation (i.e. photos) when the site has been restored to its pre-project condition.

13. Clearing of vegetation shall be limited to that which is absolutely necessary for construction of the project. All areas adjacent (contiguous, bordering, neighboring) to jurisdictional waters disturbed by construction shall be revegetated with appropriate perennial, native grasses and forbs and maintained in this condition. *Phalaris arundinacea* (Reed Canary Grass), *Lythrum salicaria* (Purple Loosestrife), *Bromus inermis* (Smooth Brome), *Phragmites, sp.* (Common Reed, River Reed) and *Tamarix, sp.* (Salt Cedar), are NOT appropriate choices of vegetation. A cover crop may be planted to aid in the establishment of native vegetation. The disturbed areas shall be reseeded concurrent with the project or immediately upon completion. Revegetation shall be acceptable when ground cover of desirable species reaches 75%. If this seeding cannot be accomplished by

September 15 the year of project completion, then an erosion blanket shall be placed on the disturbed areas. The erosion blanket shall remain in place until ground cover of desirable species reaches 75%. If the seeding can be accomplished by September 15, all seeded areas shall be properly mulched to prevent additional erosion.

14. When the vegetation has become established, all temporary erosion control materials shall be removed from the project site. Biodegradable or photodegradable materials need not be removed.

15. The list of Best Management Practices (BMP's) attached (Attachment 6) shall be adhered to the maximum extent possible for this authorization to remain valid.

16. The permittee is responsible for ensuring their action complies with the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act. The permittee is responsible for contacting appropriate local office of the U.S. Fish and Wildlife Service to determine applicable measures to reduce impacts to migratory birds or eagles, including whether "incidental take" permits are necessary and available under the Migratory Bird Treaty Act or Bald and Golden Eagle Protection Act for a particular activity.

Further Information:

1. Congressional Authorities. You have been authorized to undertake the activity described above pursuant to:

() Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).

(X) Section 404 of the Clean Water Act (33 U.S.C. 1344).

() Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).

2. Limits of this authorization.

a. This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.

b. This permit does not grant any property rights or exclusive privileges.

c. This permit does not authorize any injury to the property or rights of others.

d. This permit does not authorize interference with any existing or proposed Federal project.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

- a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
- b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
- c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
- d. Design or construction deficiencies associated with the permitted work.
- e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data. The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.


5. Reevaluation of Permit Decision. This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

- a. You fail to comply with the terms and conditions of this permit.
- b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4 above).
- c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measure ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions. General condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give you favorable consideration to a request for an extension of this time limit.

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

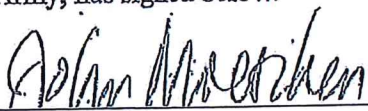


(PERMITTEE) Lancaster County
Engineer

4/6/18

(DATE)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below:



John L. Hudson
Colonel, Corps of Engineers
District Commander

4/17/2018

(DATE)
By: John L. Moeschen
Nebraska State Program Manager

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

(TRANSFeree)

(DATE)

NEBRASKA

Good Life. Great Environment.

DEPT. OF ENVIRONMENTAL QUALITY

ISSUED

MAY 18 2017



Pete Ricketts, Governor

Nebraska Dept. of Environmental Quality
Water Quality Division

Ms. Pamela Dingman
Lancaster County Engineering Department
444 Cherrycreek Road, Building C
Lincoln, NE 68528

RE: Water Quality Certification for NWO-2010-01013-WEH (C005511415; BR-3370(20);
Raymond East)

Dear Ms. Dingman,

We have reviewed the information submitted to this office regarding the above-referenced application. The proposed activity will result in the permanent and unavoidable loss of approximately 1.136 acres of wetlands to include: 0.031 acre of PUB3B3i saline wetlands, 0.588 acre of PEM1F wetlands, 0.517 acre of PEM1C wetlands. The wetlands in the project review area are currently classified as Category I Eastern Saline wetlands based on *Resource Categorization of Nebraska's Eastern Saline Wetlands* (Gilbert and Stutheit, 1994). The proposed activity will comply with § 401 of the Clean Water Act of 1977, as amended by the Water Quality Act of 1987, and Title 117 – Nebraska Surface Water Quality Standards based on the following conditions:

1. Wetlands permanently impacted by this project shall be mitigated in-kind (the same Cowardin Classification and equivalent Nebraska Wetland Subclass; meeting or exceeding, when at full performance potential, the functions and values lost from the impacted wetland) at the City of Lincoln Warner Wetland Mitigation Bank at minimum ratio of 1.0 unit of bank credit for every 1.0 unit of debit from the impacted area. Credits shall be calculated based on *Mitigation Guidelines for Nebraska's Eastern Saline Wetlands* (Taylor and Krueger, 1997). Please note that mitigation conditions established by the U.S. Army Corps of Engineers (the Corps) as a part of your § 404 permit may exceed these requirements.
2. A final mitigation plan, approved by the Corps, must be submitted to NDEQ prior to the commencement of any filling activities.
3. A copy of the wetland mitigation bank credit application and/or proof of purchase of the required credits shall be submitted, by the permittee or their designated representative, concurrently upon submission to the Corps to: CWA 401 Program Coordinator, Nebraska Department of Environmental Quality, 1200 N Street, Suite 400, Lincoln, NE 68509-8922.

Department of Environmental Quality
P.O. Box 98922
1200 N Street, Suite 400
Lincoln, Nebraska 68509 8922

deq.ne.gov

Jim Macy, Director

OFFICE 402-471-2186 FAX 402-471-2909
ndeq.moreinfo@nebraska.gov

4. Should permanent impact to wetlands or streams exceed an area greater than that noted above due to project activities, please notify our office in writing immediately. Any such loss may require additional compensatory mitigation.
5. The following species may occur in the vicinity of, or be affected by, the proposed activity: state-listed endangered Salt Creek tiger beetle (*Cicindela nevadica lincolniaria*) and saltwort (*Salicornia rubra*), and the state-listed threatened Northern long-eared bat (*Myotis septentrionalis*). Based on consultation with Nebraska Game and Parks Commission (NGPC), in order to avoid adverse effects on these species construction activities shall be implemented under the following conditions:
 - a. Use of machinery or equipment in the channel or waters of Little Salt Creek is prohibited;
 - b. Construction and use of a low water crossing/work platform is prohibited;
 - c. Construction activities during the hours between sunset and sunrise is prohibited;
 - d. Demolition/construction debris may not enter the waters of Little Salt Creek;
 - e. Debris from clearing and grubbing, and demolition/construction activities, may not be buried on-site and must be removed from the project area;
 - f. Conservation measures for saltwort (*Salicornia rubra*) shall follow those described in the letter, addressed to NGPC, dated January 25, 2013 (attached).

More information in regard to Nebraska endangered and threatened species can be obtained by contacting Carey Grell (carey.grell@nebraska.gov) at NGPC.

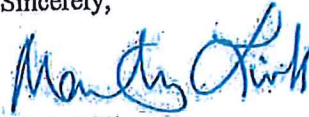
6. Culverts installed on the left hand bank, approximately 690 feet east of Little Salt Creek, shall not alter the hydrology of existing wetlands in that area.
7. Temporary impacts shall be restored to pre-project conditions following construction.
8. Construction activities will employ Best Management Practices (erosion and sediment controls), maintained in effective operating condition during construction, to reduce to the maximum extent practicable the erosion of land and debris into water bodies located within or adjacent to the construction site.

We remind the applicant that a National Pollutant Discharge Elimination System Construction Stormwater Permit will be required under § 402 of the Clean Water Act. For more information and to apply online please go to: <http://deq.ne.gov/Publica.nsf/pages/WAT012>.

While the U.S. Army Corps of Engineers has jurisdiction limited to wetland features and water bodies identified as federally jurisdictional waters located in the above referenced project site, our Department does have authority and responsibility under Title 117 for all surface waters in Nebraska, including wetlands. Dredge and fill activities in "Waters of the State" are subject to the Anti-degradation Clause of Title 117. We encourage project proponents to join us in working together to conserve these valuable resources through consulting with this office when so-called "non-jurisdictional" waters may be impacted.

We therefore, by this letter, provide § 401 Water Quality Certification. This certification does not constitute authorization to conduct your project, nor does it supersede additional local, state, federal, or Tribal permits as required by law. It is a statement of compliance with Nebraska Surface Water Quality Standards only, which is one requirement to gain authorization from the U.S. Army Corps of Engineers in the form of a § 404 permit. **If you have any questions, please feel free to call Robert Parker on my staff, at (402) 471-2875.** Thank you for your assistance in Nebraska Department of Environmental Quality's review of your project.

Sincerely,



Marty Link
Water Quality Division Administrator

cc: Andrew Vlazny, US Army Corps of Engineers
Eliza Hines, US Fish & Wildlife Service
Eliodora Chamberlain, US Environmental Protection Agency
Carey Grell, Nebraska Game & Parks Commission
Ted LaGrange, Nebraska Game & Parks Commission
Arlon Strahm, Mainelli Wagner and Associates

Best Management Practices (BMPs)

The permittee agrees to make every reasonable effort to prosecute the construction or work authorized herein in a manner so as to minimize any adverse impact of the construction or work on fish, wildlife, and natural environmental values.

All construction debris will be disposed of on land in such a manner that it cannot enter a waterway or wetland.

The permittee shall establish and carry out a program for immediate removal of debris during construction in order to prevent the accumulation of unsightly, deleterious and/or potentially polluted materials.

Equipment for handling and conveying materials during construction shall be operated to prevent dumping or spilling the materials into wetlands or the waterway, except as approved herein.

All dredged or excavated materials, with the exception of that authorized herein, shall be placed on an upland site above the ordinary high water line in a confined area, not classified as a wetland, to prevent the return of such materials to the waterway.

Steps will be taken to prevent materials spilled or stored on site from washing into the wetlands or waterway as a result of cleanup activities, natural runoff, or flooding, and that, during construction, any materials, which are accidentally spilled into these areas, will be retrieved.

All earthwork operations on shore will be carried out in such a manner that sediment runoff and soil erosion to the river are controlled.

Care will be taken to prevent any petroleum products, chemicals, or other deleterious materials from entering the water.

The use of machinery in the waterway will be kept to a minimum.

When the District Engineer has been notified that a dredging or filling activity is adversely affecting fish or wildlife resources or the harvest thereof and the District Engineer subsequently directs remedial measures, the permittee will comply with such directions as may be received to suspend or modify the activity to the extent necessary to mitigate or eliminate the adverse effect as required.

All trees and shrubbery which are not specifically required to be cleared or removed for construction or operations purposes shall be preserved and shall be protected from any damage by construction operations and equipment.

The clearing of vegetation will be limited to that which is absolutely necessary for construction and operation of the project.

Measures will be employed to prevent wet concrete from entering the waterway or wetlands.

Concrete trucks will be washed at the site and in such a manner that wash water cannot enter the waterway or wetlands.

Turbidity controls in the form of silt curtains or similar type cloth material shall be installed downstream from the activity authorized herein and shall remain in place and maintained until construction is complete.

All erosion and sediment control practices shall be in place prior to any grading or filling operations and installation of proposed structures or utilities. They shall remain in place and maintained until construction is completed and the area is stabilized.

All fill material shall be free of fines, oil and grease, debris, wood, general refuse, plaster, and other pollutants, and shall contain no broken asphalt.

All temporary fill shall be removed in their entirety and the area restored to its preconstruction contours.

Instream work shall be timed to avoid the major fish spawning period of April 15 to June 1.

Adequate pipes shall be installed in the temporary crossing to carry normal flows and prevent the restriction of expected high flows during construction.

No tributaries, oxbows or other backwater areas will be "cut off".

The cross-sectional area of the channel will not be reduced.

No more than half of the stream channel shall be blocked at any one time so as not to diminish the flow downstream of the project.

The permittee shall be fully responsible for signage, fencing or other precautions necessary to discourage unauthorized access to the project site and promote public safety.

Building & Safety Department - City of Lincoln
County Floodplain



For Questions,
 Call 441-7521 - 8:00 a.m. to 4:30 p.m.

APPLICANT:
 LANCASTER COUNTY
 444 CHERRY CREEK RD BLDG C
 LINCOLN NE 68528

Permission is hereby granted to construct the following as described per application and listed hereon :

PERMIT #: FPC18016

STATUS: Issued

Issued Date: 11/02/2018

Expiration Date:

Work Description: MILL & OVERLAY, & ROADWAY & BRIDGE (C-91) REPLACEMENT

JOB ADDRESS: 279 W RAYMOND RD

<u>Fee Description</u>	<u>Fees</u>	<u>Paid</u>
Other Development & Improvements	\$250.00	\$250.00
	TOTAL FEES:	\$250.00
	TOTAL PAID:	\$250.00
	BALANCE DUE:	\$0.00



Federal Emergency Management Agency

Washington, D.C. 20472

February 13, 2015

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

The Honorable Roma Amundson
Chair, Lancaster County Board of Commissioners
County-City Building
555 South 10th Street, Room 110
Lincoln, NE 68508

IN REPLY REFER TO:

Case No.: 15-07-0483R
Community Name: Lancaster County, NE
Community No.: 310134

91 7199 9991 7034 4764 8698

Dear Ms. Amundson:

We are providing our comments with the enclosed Conditional Letter of Map Revision (CLOMR) on a proposed project within your community that, if constructed as proposed, could revise the effective Flood Insurance Study report and Flood Insurance Rate Map for your community.

If you have any questions regarding the floodplain management regulations for your community, the National Flood Insurance Program (NFIP) in general, or technical questions regarding this CLOMR, please contact the Director, Mitigation Division of the Federal Emergency Management Agency (FEMA) Regional Office in Kansas City, MO, at (816) 283-7002, or the FEMA Map Information eXchange (FMIX) toll free at 1-877-336-2627 (1-877-FEMA MAP). Additional information about the NFIP is available on our website at <http://www.fema.gov/nfip>.

Sincerely,

Luis Rodriguez, P.E., Chief
Engineering Management Branch
Federal Insurance and Mitigation Administration

List of Enclosures:

Conditional Letter of Map Revision Comment Document

cc:

Mr. Virgil Dearmont

Ms. Terry Kathe

Mr. Mark Mainelli, P.E.

Mr. John Callen, P.E., CFM (Acting)



Federal Emergency Management Agency
Washington, D.C. 20472

**CONDITIONAL LETTER OF MAP REVISION
COMMENT DOCUMENT**

COMMUNITY INFORMATION		PROPOSED PROJECT DESCRIPTION	BASIS OF CONDITIONAL REQUEST
COMMUNITY	Lancaster County Nebraska (Unincorporated Areas)	BRIDGE	HYDRAULIC ANALYSIS NEW TOPOGRAPHIC DATA
	COMMUNITY NO.: 310134		
IDENTIFIER	Raymond East, C005511415, County Structure C-91	APPROXIMATE LATITUDE & LONGITUDE: 40.959, -96.723 SOURCE: Other DATUM: NAD 83	
AFFECTED MAP PANELS			
TYPE: FIRM*	NO.: 31109C0178G DATE: April 16, 2013	* FIRM - Flood Insurance Rate Map	

FLOODING SOURCE AND REACH DESCRIPTION

Little Salt Creek – From approximately 50 feet downstream of West Raymond Road to approximately 850 feet upstream of West Raymond Road.

PROPOSED PROJECT DESCRIPTION

Flooding Source	Proposed Project	Location of Proposed Project
Little Salt Creek	New Bridge	Approximately 1,550 feet upstream of North First Street

SUMMARY OF IMPACTS TO FLOOD HAZARD DATA

Flooding Source	Effective Flooding	Proposed Flooding	Increases	Decreases
Little Salt Creek	Zone AE	Zone AE	Yes	None
	BFEs*	BFEs	Yes	None

* BFEs - Base (1-percent-annual-chance) Flood Elevations

COMMENT

This document provides the Federal Emergency Management Agency's (FEMA's) comment regarding a request for a CLOMR for the project described above. This document is not a final determination; it only provides our comment on the proposed project in relation to the flood hazard information shown on the effective National Flood Insurance Program (NFIP) map. We reviewed the submitted data and the data used to prepare the effective flood hazard information for your community and determined that the proposed project meets the minimum floodplain management criteria of the NFIP. Your community is responsible for approving all floodplain development and for ensuring that all permits required by Federal or State/Commonwealth law have been received. State/Commonwealth, county, and community officials, based on their knowledge of local conditions and in the interest of safety, may set higher standards for construction in the Special Flood Hazard Area (SFHA), the area subject to inundation by the base flood. If the State/Commonwealth, county, or community has adopted more restrictive or comprehensive floodplain management criteria, these criteria take precedence over the minimum NFIP criteria.

This comment is based on the flood data presently available. If you have any questions about this document, please contact the FEMA Map Information eXchange (FMIX) toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 847 South Pickett Street, Alexandria, VA 22304-4605. Additional information about the NFIP is available on the FEMA website at <http://www.fema.gov/nfip>.

Luis Rodriguez, P.E., Chief
Engineering Management Branch
Federal Insurance and Mitigation Administration

15-07-0483R 104



Federal Emergency Management Agency
Washington, D.C. 20472

**CONDITIONAL LETTER OF MAP REVISION
COMMENT DOCUMENT (CONTINUED)**

COMMUNITY INFORMATION

To determine the changes in flood hazards that will be caused by the proposed project, we compared the hydraulic modeling reflecting the proposed project (referred to as the proposed conditions model) to the hydraulic modeling used to prepare the Flood Insurance Study (FIS) (referred to as the effective model). If the effective model does not provide enough detail to evaluate the effects of the proposed project, an existing conditions model must be developed to provide this detail. This existing conditions model is then compared to the effective model and the proposed conditions model to differentiate the increases or decreases in flood hazards caused by more detailed modeling from the increases or decreases in flood hazards that will be caused by the proposed project.

The table below shows the changes in the BFEs:

BFE Comparison Table

Flooding Source: Little Salt Creek		BFE Change (feet)	Location of maximum change
Existing vs. Effective	Maximum increase	0.0	N/A
	Maximum decrease	0.3	Approximately 350 feet upstream of West Raymond Road
Proposed vs. Existing	Maximum increase	0.6	Approximately 60 feet upstream of West Raymond Road
	Maximum decrease	0.0	N/A
Proposed vs. Effective	Maximum increase	0.7	Approximately 60 feet upstream of West Raymond Road
	Maximum decrease	0.0	N/A

Increases due to the proposed project that exceed those permitted under Paragraphs (c)(10) or (d)(3) of Section 60.3 of the NFIP regulations must adhere to Section 65.12 of the NFIP regulations. With this request, your community has complied with all requirements of Paragraph 65.12(a) of the NFIP regulations. Compliance with Paragraph 65.12(b) also is necessary before FEMA can issue a Letter of Map Revision when a community proposes to permit encroachments into the effective [floodplain/regulatory floodway] that will cause BFE increases in excess of those permitted under Paragraph 60.3(d)(3).

NFIP regulations Subparagraph 60.3(b)(7) requires communities to ensure that the flood-carrying capacity within the altered or relocated portion of any watercourse is maintained. This provision is incorporated into your community's existing floodplain management ordinances; therefore, responsibility for maintenance of the altered or relocated watercourse, including any related appurtenances such as bridges, culverts, and other drainage structures, rests with your community. We may request that your community submit a description and schedule of maintenance activities necessary to ensure this requirement.

This comment is based on the flood data presently available. If you have any questions about this document, please contact the FEMA Map Information eXchange (FMIX) toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 647 South Pickett Street, Alexandria, VA 22304-4605. Additional information about the NFIP is available on the FEMA website at <http://www.fema.gov/nfip>.

Luis Rodriguez, P.E., Chief
Engineering Management Branch
Federal Insurance and Mitigation Administration

15-07-0483R 104



Federal Emergency Management Agency
Washington, D.C. 20472

**CONDITIONAL LETTER OF MAP REVISION
COMMENT DOCUMENT (CONTINUED)**

COMMUNITY INFORMATION (CONTINUED)

DATA REQUIRED FOR FOLLOW-UP LOMR

Upon completion of the project, your community must submit the data listed below and request that we make a final determination on revising the effective FIRM, and FIS report. If the project is built as proposed and the data below are received, a revision to the FIRM and FIS report would be warranted.

- Form 1, entitled "Overview & Concurrence Form". Detailed application and certification forms must be used for requesting final revisions to the maps. Therefore, when the map revision request for the area covered by this letter is submitted, Form 1 must be included. If as-built conditions differ from the proposed plans, please submit new forms, which may be accessed at http://www.fema.gov/plan/prevent/fhm/dl_mt-2.shtm, or annotated copies of the previously submitted forms showing the revised information.
- Form 2, entitled "Riverine Hydrology & Hydraulics Form"
- Form 3, entitled "Riverine Structures Form"
- Hydraulic analyses, for as-built conditions, of the base flood; the 10-percent, 2-percent, and 0.2 percent annual chance floods; and the regulatory floodway, together with a topographic work map showing the revised floodplain and floodway boundaries. Please ensure that the revised information ties in with the current effective information at the downstream and upstream ends of the revised reach.
- An annotated copy of the FIRM, at the scale of the effective FIRM, that shows the revised floodplain boundary delineations shown on the submitted work map and how they tie into the floodplain boundary delineations shown on the current effective FIRM at the downstream and upstream ends of the revised reach
- As-built plans, certified by a registered professional engineer, of all proposed project elements
- Documentation of the individual legal notices sent to property owners who will be affected by any widening/shifting of the base floodplain and/or any BFE increases along Little Salt Creek.
- Evidence that your community has, prior to approval of the proposed encroachment, adopted floodplain management ordinances that incorporate the increased BFEs and revised floodway boundary delineations to reflect the post-project conditions, as stated in Paragraph 65.12(b)

This comment is based on the flood data presently available. If you have any questions about this document, please contact the FEMA Map Information eXchange (FMIX) toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 847 South Pickett Street, Alexandria, VA 22304-4605. Additional information about the NFIP is available on the FEMA website at <http://www.fema.gov/nfip>.

Luis Rodríguez, P.E., Chief
Engineering Management Branch
Federal Insurance and Mitigation Administration

15-07-0483R 104



Federal Emergency Management Agency
Washington, D.C, 20472

**CONDITIONAL LETTER OF MAP REVISION
COMMENT DOCUMENT (CONTINUED)**

COMMUNITY INFORMATION (CONTINUED)

• FEMA's fee schedule for reviewing and processing requests for conditional and final modifications to published flood information and maps may be accessed at http://www.fema.gov/plan/prevent/fhm/firm_fees.shtm. The fee at the time of the map revision submittal must be received before we can begin processing the request. Payment of this fee can be made through a check or money order, made payable in U.S. funds to the National Flood Insurance Program, or by credit card (Visa or MasterCard only). Please forward the payment, along with the revision application, to the following address:

LOMC Clearinghouse
847 South Pickett Street
Alexandria, VA 22304-4605

After receiving appropriate documentation to show that the project has been completed, FEMA will initiate a revision to the FIRM and FIS report. Because the flood hazard information (i.e., base flood elevations, base flood depths, SFHAs, zone designations, and/or regulatory floodways) will change as a result of the project, a 90-day appeal period will be initiated for the revision, during which community officials and interested persons may appeal the revised flood hazard information based on scientific or technical data.

This comment is based on the flood data presently available. If you have any questions about this document, please contact the FEMA Map Information eXchange (FMIX) toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 847 South Pickett Street, Alexandria, VA 22304-4605. Additional information about the NFIP is available on the FEMA website at <http://www.fema.gov/nfip>.

Luis Rodriguez, P.E., Chief
Engineering Management Branch
Federal Insurance and Mitigation Administration

15-07-0483R 104



Federal Emergency Management Agency
Washington, D.C. 20472

**CONDITIONAL LETTER OF MAP REVISION
COMMENT DOCUMENT (CONTINUED)**

COMMUNITY INFORMATION (CONTINUED)

COMMUNITY REMINDERS

We have designated a Consultation Coordination Officer (CCO) to assist your community. The CCO will be the primary liaison between your community and FEMA. For information regarding your CCO, please contact:

Mr. Michael R. Scott
Director, Mitigation Division
Federal Emergency Management Agency, Region VII
9221 Ward Parkway
Kansas City, MO 64114
(816) 283-7002

This comment is based on the flood data presently available. If you have any questions about this document, please contact the FEMA Map Information eXchange (FMIX) toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 847 South Pickett Street, Alexandria, VA 22304-4605. Additional information about the NFIP is available on the FEMA website at <http://www.fema.gov/nfip>.

Luis Rodríguez, P.E., Chief
Engineering Management Branch
Federal Insurance and Mitigation Administration

15-07-0483R 104



United States Department of the Interior

FISH AND WILDLIFE SERVICE

Ecological Services
Nebraska Field Office
203 West Second Street
Grand Island, Nebraska 68801

January 31, 2013

FWS NE: 2013-203

Virgil Dearmont
444 Cherrycreek Road, Bldg. C
Lincoln, NE 68528

RECEIVED

FEB 06 2013

LANCASTER COUNTY
ENGINEERING DEPT.

**RE: Project Name: Raymond East
Project No. C55-C-91 AKA BR-3370(2)
Lancaster County Structure NO. C-91
Section 34, T12N, R6E and Section 3, T11N, R6E**

Dear Mr. Dearmont:

This responds to your January 25, 2013, request for comments and concurrence from the U.S. Fish and Wildlife Service (Service) regarding the subject project. The Service has responsibility for the conservation and management of fish and wildlife resources for the benefit of the American public under the following authorities: 1) Endangered Species Act of 1973, 2) Fish and Wildlife Coordination Act, 3) Bald and Golden Eagle Protection Act, and 4) Migratory Bird Treaty Act. The National Environmental Policy Act requires compliance with all of these statutes and regulations. The project proponent and lead federal agency are responsible for compliance with these federal laws.

The Service has special concerns for endangered and threatened species, migratory birds, and other fish and wildlife and their habitats. Habitats frequently used by fish and wildlife species are wetlands, streams, riparian (streamside) woodlands, and grasslands. Special attention is given to proposed developments that include the modification of wetlands, stream alterations, loss of riparian habitat, or contamination of habitats. When this occurs, the Service recommends ways to avoid, minimize, or compensate for adverse effects to fish and wildlife and their habitats.

ENDANGERED SPECIES ACT

Pursuant to section 7(a)(2) of the Endangered Species Act (ESA), every federal agency, shall in consultation with the Service, ensure that any action they authorize, fund, or carry out is not likely to jeopardize the continued existence of a listed species or result in the destruction or adverse modification of designated critical habitat. If a proposed project may affect federally listed species or designated critical habitat, section 7 consultation is required.

Based on the information you have provided and due to the project type, size, and location, we do not anticipate any impacts on federally listed species, or their critical habitats. Should the project design change, or during the term of this action, additional information on listed or proposed species or their critical habitat become available, or if new information reveals effects of the action that were not previously considered, consultation with the Service should be initiated to assess any potential impacts on listed species.

All federally listed species under ESA are also State-listed under the Nebraska Nongame and Endangered Species Conservation Act. However, there are also State-listed species that are not federally listed. To determine if the proposed project may affect State-listed species, the Service recommends that the project proponent contact Michelle Koch, Nebraska Game and Parks Commission (Commission), 2200 N. 33rd Street, Lincoln, NE 68503-0370

**REVIEW, COMMENTS, AND RECOMMENDATIONS ON THE PROPOSED PROJECT ACTION UNDER OTHER FISH AND WILDLIFE STATUTES
Fish and Wildlife Coordination Act (FWCA)**

1. Water Resources

The FWCA requires consultation with the Service and State fish and wildlife agency for the purpose of giving equal consideration to fish and wildlife resources in the planning, implementation, and operation of federal and federally funded, permitted, or licensed water resource development projects. The FWCA requires that federal agencies take into consideration the effect that water related projects may have on fish and wildlife resources, to take action to avoid impact to these resources, and to provide for the enhancement of these resources.

2. Wetlands, Streams, and Riparian Habitats

If wetlands or streams will be impacted by the proposed project, a Department of the Army permit from the U.S. Army Corps of Engineers may be needed. The Service will provide FWCA comments pursuant to a permit application. The Service recommends that impacts to wetlands, streams, and riparian areas be avoided or minimized, in accordance with the Section 404(B)(1) Guidelines of the Clean Water Act. For projects that do not require access or proximity to, or location within aquatic environments (i.e., non-water dependent project) to fulfill its basic project purpose, it is assumed that practicable alternatives exist that would cause less damage to aquatic resources than projects that are located in aquatic ecosystems. In addition to determining the least environmentally damaging practicable alternative, 40 CFR Part 230.10(a) of the Guidelines also states, "no discharge of dredged or fill material shall be permitted if there is a practicable alternative to the proposed discharge which would have less adverse impact on the aquatic ecosystem, so long as the alternative does not have other significant adverse environmental consequences."

If after an alternatives analysis has been completed in accordance with the Guidelines, and unavoidable impacts are to occur to aquatic habitats, the Service recommends that compensation (i.e., restoration of a degraded wetland or creation) occur.

3. Animal Passage and Aquatic Biota

Culverts should be constructed at elevations so as to not impede animal/fish movement (i.e. either new culvert installation or culverts used in a temporary crossing). The Service further recommends that the project proponent not alter or install culverts in any way that would result in reductions in current channel width. We have also enclosed recommended best management practices to minimize potential impacts to native fish and other aquatic resources, including spawning timeframes for Nebraska fish species.

To determine if the proposed project may affect fish and wildlife resources of the State of Nebraska under the FWCA, the Service recommends that the project proponent contact Carey Grell, Nebraska Game and Parks Commission, 2200 N. 33rd Street, Lincoln, NE 68503-0370.

Bald and Golden Eagle Protection Act

The Bald and Golden Eagle Protection Act (Eagle Act) provides for the protection of the bald eagle (*Haliaeetus leucocephalus*) and golden eagle (*Aquila chrysaetos*). The golden eagle is found in arid, open country with grassland for foraging in western Nebraska and usually near buttes or canyons which serve as nesting sites. Golden eagles are often a permanent resident in the Pine Ridge area of Nebraska. Bald eagles utilize mature, forested riparian areas near rivers, streams, lakes, and wetlands and occur along all the major river systems in Nebraska. The bald eagle southward migration begins as early as October and the wintering period extends from December through March. Additionally, many eagles nest in Nebraska from mid-February through mid-July. Disturbances within 0.5-mile of an active nest or within line-of-sight of the nest could cause adult eagles to discontinue nest building or to abandon eggs. Both bald and golden eagles frequent river systems in Nebraska during the winter where open water and forested corridors provide feeding, perching, and roosting habitats, respectively. The frequency and duration of eagle use of these habitats in the winter depends upon ice and weather conditions. Human disturbances and loss of wintering habitat can cause undue stress leading to cessation of feeding and failure to meet winter thermoregulatory requirements. These effects can reduce the carrying capacity of preferred wintering habitat and reproductive success for the species. To comply with the Eagle Act, it is recommended that the project proponent determine whether the proposed project would impact bald or golden eagles. If it is determined that either species could be affected by the proposed project, the Service recommends that the project proponent notify this office as well as the Commission for recommendations to avoid adverse impacts to bald and golden eagles.

Migratory Bird Treaty Act

Under the Migratory Bird Treaty Act (16 U.S.C. 703-712: Ch. 128 *as amended*) (MBTA) construction activities in grassland, roadsides, wetland, riparian (stream), shrubland and woodland habitats, and those that occur on bridges or culverts (e.g., which may affect swallow nests on bridge girders) that would otherwise result in the taking of migratory birds, eggs, young, and/or active nests should be avoided. Although the provisions of MBTA are applicable year-round, most migratory bird nesting activity in Nebraska occurs during the period of April 1 to July 15. However, some migratory birds are known to nest outside of the aforementioned primary nesting season period. For example, raptors can be expected to nest in woodland

habitats during February 1 through July 15, whereas sedge wrens, which occur in some wetland habitats, normally nest from July 15 to September 10.

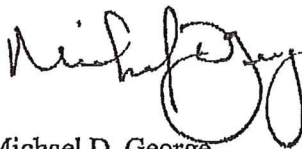
The Service recommends that the project proponent avoid removal or impacts to vegetation during primary nesting season of breeding birds. In the event that construction work cannot be avoided during peak breeding season, the Service recommends that the project manager (or construction contractor) arrange to have a qualified biologist conduct an avian pre-construction risk assessment of the affected habitats (grassed drainages, streamside vegetation) to determine the absence or presence of breeding birds and their nests. Surveys must be conducted during the nesting season. Breeding bird and nesting surveys should use *appropriate* and *defensible* sampling designs and survey methods to assist the proponent in avoiding the unnecessary take of migratory birds. The Service further recommends that field surveys for nesting birds, along with information regarding the qualifications of the biologist(s) performing the surveys, be thoroughly documented and that such documentation be maintained on file by the project proponent (and/or construction contractor) until such time as construction on the proposed project has been completed.

The Service requests that the following be provided to this office prior to the initiation of the proposed project if the above conditions occur.

- a) A copy of any survey(s) for migratory birds done in conjunction with this proposed project, if any. The survey should provide detail in regard to survey methods, date and time of survey, species observed/heard, and location of species observed relative to the proposed project site.
- b) Written description of specific work activity that will take place in all proposed project areas.
- c) Written description of any avoidance measures that can be implemented at the proposed project site to avoid the take of migratory birds.

The Service appreciates the opportunity to review and comment on the subject project. Should you have questions regarding these comments, please contact Mrs. Angelina Wright within our office at angelina_wright@fws.gov or (308)382-6468, extension 21.

Sincerely,



Michael D. George
Nebraska Field Supervisor

Enclosure

cc: NGPC; Lincoln, NE (Attn: Michelle Koch)
NGPC; Lincoln, NE (Attn: Carey Grell)

ENCLOSURE

Recommended Best Management Practices for Proposed Construction Activities Associated with Streams/Rivers

- Avoid earth moving activities or fill/bank armoring during native fish spawning periods from May 15 – July 31, construct stream crossings or other associated temporary embankments during low flow periods (usually August – October).
- Minimize work area at stream locations. The majority of the work (including heavy equipment and storage sites) should occur above the high bank line. Avoid driving equipment through the streambed.
- Implement comprehensive and effective erosion and sediment controls. These methods should be implemented and maintained for the duration of the project and considered at all stages of the project planning and design. Close attention is warranted for the placement and maintenance of temporary erosion control measures at the construction site to minimize sediment loading. These erosion/sediment control techniques should keep sediments from entering the stream and remain in place until work areas become re-vegetated and stable. Such erosion control measures may include properly placed sediment/silt screens or curtains and hay bales. Proper techniques are important to the placement of these types of structures and include trenching, staking and backfilling as well as using the appropriate number of bales. These techniques are best used in combination with each other rather than separately.
- Erosion and sediment controls should be monitored daily during construction to ensure effectiveness, particularly after storm events, and only the most effective techniques should be utilized. Clean, repair and replace structures as necessary.
- Exposed stream banks must be stabilized immediately after construction activity. Eroded surfaces should not be left exposed for greater than one day. If rain is predicted, no construction should commence unless eroded surfaces are immediately treated with geotextile fabric, mulch, seeding or some techniques that would stabilize the bank or exposed areas from eroding.
- Erosion repair and stream bank restoration should use appropriate bioengineering solutions.
- Develop and implement a hazardous materials safety protocol. This would include that all temporary storage facilities for petroleum products, other fuels and chemicals must be located and protected to prevent accidental spills from entering streams within the project area.

FISRWG. 1998. Stream Corridor Restoration: Principles, Processes, and Practices. By the Federal Interagency Stream Restoration Working Group (FISRWG) (15 Federal agencies of the U. S. Government). GPO item No. 0120-A; SuDocs No. A 57.6/2:EN 3/PT.653. ISBN-0-934213-59-3.



2200 N. 33rd St. • P.O. Box 30370 • Lincoln, NE 68503-0370 • Phone: 402-471-0641

August 11, 2016

Brendan Lilley
Lancaster County Engineering Department
444 Cherrycreek Road, Bldg. C
Lincoln, NE 68528

RE: **Raymond East, Project No. BR-3370(2), Lancaster County structure No. C-91**

Dear Mr. Lilley:

Nebraska Game and Parks Commission (NGPC) staff members have reviewed the information for the proposal identified above. The letter you sent on July 11, 2016 is a follow-up contact to ensure that our previous correspondence on this project is still valid. Previous correspondence on this project has occurred through a preliminary environmental meeting on May 5, 2010, a Biological Evaluation letter sent by Lancaster County on August 17, 2012, a site inspection on November 28, 2012, and a letter sent by Lancaster County on January 25, 2013 that outlined the environmental commitments for the project. NGPC sent a response to the January 25th letter on February 1, 2013.

As we understand, the project plans have not changed since our last review. However, there has been an addition to the list of state endangered and threatened species since our last review. The Northern long-eared bat (*Myotis septentrionalis*) is now a state-listed threatened species. The Northern long-eared bat roosts during the summer in wooded areas, and hibernates in mines or caves during the winter. Based on our review, the project site includes a few singular trees but lacks the suitable habitat necessary for the Northern long-eared bat. Therefore, the project will have no adverse effect on the Northern long-eared bat.

Overall, our position on the project remains as stated in our February 1, 2013 letter. The County has agreed to implement the specified conservation measures (listed in detail in the January 25, 2013 letter) into the project to address concerns for potential adverse impacts on the state and federally listed endangered Salt Creek tiger beetle (*Cicindela nevadica lincolniiana*) and the state-listed endangered saltwort (*Salicornia rubra*). Therefore, based on our review of the information provided and the incorporation of the proposed conservation measures, we have determined that the project as described is not likely to have an adverse effect on the state-listed Salt Creek tiger beetle or saltwort, and will have no effect on any other state-listed threatened or endangered species.

We also believe that adverse impacts to Little Salt Creek have been avoided and minimized through planned design efforts such as increasing the length of the new bridge, completing all bridge work from upland locations resulting in no temporary work platform and no equipment operation within the channel, incorporating rigorous erosion and sediment controls, and as planned, avoiding the use of streambank stabilization measures. We recognize that the unavoidable wetland impacts are proposed to be offset using credits from the wetland bank, and we find that satisfactory as long as the necessary

TIME OUTDOORS IS TIME WELL SPENT

OutdoorNebraska.org

credits are available at the bank. Lastly, it should be ensured that the installation of culverts west of the Raymond Road and 1st intersection do not alter the hydrology of existing wetlands in that area on either side of the road.

Thank you for the opportunity to review this proposal. If you have any questions regarding these comments, please contact me at (402) 471-5423 or carey.grell@nebraska.gov.

Sincerely,

A handwritten signature in cursive script that reads "Carey Grell".

Carey Grell
Environmental Analyst Supervisor
Planning and Programming Division



Nebraska Game and Parks Commission

2200 N. 33rd St / P.O. Box 30370 / Lincoln, NE 68503-0370
Phone: 402-471-0641 / Fax: 402-471-5528 / www.OutdoorNebraska.org

February 1, 2013

Virgil Dearmont
Lancaster County Engineering Department
444 Cherrycreek Road, Bldg. C
Lincoln, NE 68528

RE: Raymond East, Project No. C55-C-91 AKA BR3370(2), Lancaster County structure No. C-91

Dear Mr. Dearmont:

Nebraska Game and Parks Commission (NGPC) staff members have reviewed the information for the proposal identified above. Previous correspondence on this project has occurred through a preliminary environmental meeting on May 5, 2010, a Biological Evaluation letter sent by Lancaster County on August 17, 2012, a site inspection on November 28, 2012, and a letter sent by Lancaster County on January 25, 2013.

We have reviewed the information provided in your most recent January 25, 2013 letter, including the commitment to incorporate the specified conservation measures into the project to address concerns for potential adverse impacts on the state and federally listed endangered Salt Creek tiger beetle (*Cicindela nevadica lincolniana*) and the state-listed endangered saltwort (*Salicornia rubra*). Therefore, based on our review of the information provided and the proposed conservation measures, we have determined that the project as described is not likely to have an adverse impact on the Salt Creek tiger beetle or saltwort, or any other state-listed threatened or endangered species.

We also believe that adverse impacts to Little Salt Creek have been avoided and minimized through planned design efforts such as increasing the length of the new bridge, completing all bridge work from upland locations resulting in no temporary work platform and no equipment operation within the channel, incorporating rigorous erosion and sediment controls, and as planned, avoiding the use of streambank stabilization measures.

Thank you for the opportunity to review this proposal. If you have any questions regarding these comments, or if the project changes, please contact me at (402) 471-5423 or carey.grell@nebraska.gov.

Sincerely,

Carey Grell
Environmental Analyst
Environmental Services Division

cc: Angelina Wright, USFWS




STATE HISTORICAL SOCIETY

September 6, 2012

RECEIVED

SEP 11 2012

LANCASTER COUNTY
ENGINEERING DEPT.

Virgil Dearmont
Lancaster Co. Engineering Dept
444 Cherrycreek Road, Bldg C
Lincoln, NE 68528

RE: HP #1208-104-01
Raymond E, Project # BR-3370(2)
Lancaster Co Structure #C-91

Dear Mr. Dearmont:

Virgil:

Thank you for submitting the referenced project proposal for our review and comment. Our comment on this project and its potential to affect historic properties is required by Section 106 of the National Historic Preservation Act of 1966, as amended, and implementing regulations 36 CFR Part 800. This review does not constitute the opinions of any Tribes that may have an interest in Traditional Cultural Properties potentially affected by this project.

Given the information provided, in our opinion there will be no historic properties affected by the project as proposed. Therefore, in accordance with 36 CFR 800.4(d)(1), you may proceed with the project as planned. Should any changes in the project be made or in the type of funding or assistance provided through federal or state agencies, please notify this office of the changes before further project planning continues.

There is always the possibility that previously unsuspected archaeological remains may be uncovered during the process of project construction. We request that this office be notified immediately under such circumstances so that an evaluation of the remains may be made, along with recommendations for future action.

Please retain this correspondence and your documented finding in order to show compliance with Section 106 of the National Historic Preservation Act, as amended. If you have any questions, please contact Jill Dolberg at 402-471-4773.

Sincerely,


L. Robert Puschendorf
Deputy State Historic Preservation Officer
Nebraska State Historic Preservation Office

1500 R Street
PO Box 82554
Lincoln, NE 68501-2554
p: (800) 833-6747
(402) 471-3270
f: (402) 471-3100
www.nebraskahistory.org

CITY OF LINCOLN/LANCASTER COUNTY
PURCHASING DEPARTMENT
NOTIFICATION FOR ADVERTISED BID

West Raymond Road Replacement of County Bridge C-91
West Raymond Road Overlay

County Project No. 17-03
Bid No. 19-029

You are invited to submit a bid through the City of Lincoln/Lancaster County Purchasing website on an advertised bid for West Raymond Road Replacement of County Bridge C-91, Project No. 17-03 - Lancaster County Bid No. 19-029. Bids will be accepted on or before 12:00 noon, Wednesday, January 23, 2019.

PLEASE NOTE: ONLY BIDS SUBMITTED ELECTRONICALLY WILL BE ACCEPTED.

The plans and specs are available to Contractors via the E-Bid process by downloading the documents from the City of Lincoln/Lancaster County website.

Registration is required on the City of Lincoln/Lancaster County Purchasing website in order to submit a bid. Once registered in the E-Bid system, you will receive two e-mail notifications, the first one acknowledges registration, the second, registration approval. Upon e-mail notification of registration approval, you may print the specs and plans and also submit your electronic bid/proposal on the City/County Purchasing E-Bid system. A PC is available in the Purchasing Office for use by your company if you do not have computer access. Please call (402) 441-8103 to make an appointment.

Once you are registered you will automatically receive an e-mail notification of any and all bids for the City of Lincoln and Lancaster County for the services you provide. You will also be able to review all bid prices via the e-bid system as soon as they are unsealed on the designated day and time.

Questions concerning the registration and bid/proposal process may
be directed to City/County Purchasing
(402) 441-8309 or (402) 441-8103 or rwalla@lincoln.ne.gov

TO REGISTER, GO TO:
lincoln.ne.gov
TYPE "ebid" IN SEARCH BOX
CLICK "SUPPLIER REGISTRATION"
ENTER INFORMATION AS REQUIRED - TAKES ONLY 5-7 MINUTES!

Thank you for registering, we look forward to doing business with you.

LANCASTER COUNTY, NEBRASKA

WEST RAYMOND ROAD REPLACEMENT OF COUNTY BRIDGE C-91
WEST RAYMOND ROAD OVERLAY

PROJECT NO. 17-03

INSTRUCTIONS TO BIDDERS

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

REVISIONS, AMENDMENTS AND/OR SUPPLEMENTS TO THE STANDARD SPECIFICATIONS

SPECIAL PROVISIONS

CONTRACTOR WORK RESUME FORM

PROJECT SCHEDULE FORM (IF APPLICABLE)

PROPOSAL

MAP

CONTRACT AGREEMENT

PERFORMANCE AND LABOR AND MATERIAL PAYMENT BOND

PURCHASING AGENT APPOINTMENT

NEBRASKA RESALE OR EXEMPT SALES CERTIFICATE

TAX ASSESSMENT FORM

EMPLOYER CLASSIFICATION ACT INSTRUCTIONS

EMPLOYEE CLASSIFICATION ACT AFFIDAVIT

INSURANCE CLAUSE AND CERTIFICATE

ATTACHMENT "A" – ARMY CORPS. PERMIT

ATTACHMENT "B" – COUNTY FLOOD PLAIN PERMIT

ATTACHMENT "C" – ENDANGERED SPECIES PERMIT/BIOLOGICAL EVALUATION (BE)

- FISH AND WILDLIFE SERVICE (FWS)
- GAME AND PARKS COMMISSION (G&P)

ATTACHMENT "D" – NEBRASKA HISTORICAL SOCIETY

- STATE HISTORICAL PRESERVATION OFFICER