

CONTRACT DOCUMENTS

LANCASTER COUNTY

NEBRASKA

For

Bid No. 19-122

Project No: 19-01

ASPHALT PAVING AND RESURFACING 2019

Pavers, Inc.
12303 Highway 6
Waverly, NE 68432

LANCASTER COUNTY, NEBRASKA
CONTRACT AGREEMENT

THIS CONTRACT, made and entered into this ____ day of _____, _____, by and between Paver, 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. 19-122, Project No. 19-01, Asphalt Paving and Resurfacing 2019; and

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

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

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

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute construct, and compete all work included in and covered by the County's award of this Contract to the Contractor, such award being based on the acceptance by the County of the Contractor's Proposal.
2. The County agrees to pay the Contractor for the performance of the work embraced in this Contract and the Contractor agrees to accept as full compensation therefor, the following sums for all work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the County in the sum of: Three Million Sixty Three Thousand Seven Hundred Sixty Five Dollars and 26/100 (\$3,063,765.26), provided that:
 - a. The obligation to perform any duties and the entitlement to exercise any powers in the Contract with respect to Part VII of Bid 19-122, Project No. 19-01, Asphalt Paving and Resurfacing 2019, which Part VII is described in Line 7 of the Accepted Proposal of Contractor that is attached to and incorporated into this Contract, is subject to the following express condition precedent: unless the County receives from the Village of Firth payment in the amount of \$122,298.73 on or before June 1, 2019, then neither party to this Contract shall have any obligation to perform any of the duties, nor shall any party to this Agreement be entitled to exercise any of the powers, provided for in this Contract with respect to Part VII of Bid 19-122, Project No. 19-01, Asphalt Paving and Resurfacing 2019, which Part VII is described in Line 7 of the Accepted Proposal of Contractor that is attached to and incorporated into this Contract. In the event of the nonoccurrence of the foregoing express condition precedent, which must be exactly fulfilled, this Contract with respect to Part VII of Bid 19-122, Project No. 19-01, Asphalt Paving and Resurfacing 2019, which Part VII is described in Line 7 of the Accepted Proposal of Contractor that is attached to and incorporated into this Contract, shall become a nullity and entirely void, and no legal relation shall arise between the parties regarding the subject matter of this Contract with respect to Part VII of Bid 19-122, Project No. 19-01, Asphalt Paving and Resurfacing 2019, which Part VII is described in Line 7 of the Accepted Proposal of Contractor that is attached to and incorporated into this Contract. The foregoing express condition precedent may not be excused except by a separate written instrument adopted by a lawful action of the Lancaster County Board of County Commissioners; and

- b. The obligation to perform any duties and the entitlement to exercise any powers in the Contract with respect to Part VIII of Bid 19-122, Project No. 19-01, Asphalt Paving and Resurfacing 2019, which Part VIII is described in Line 8 of the Accepted Proposal of Contractor that is attached to and incorporated into this Contract, is subject to the following express condition precedent: unless the County receives from the Village of Malcolm payment in the amount of \$178,218.40 on or before June 30, 2019, then neither party to this Contract shall have any obligation to perform any of the duties, nor shall any party to this Agreement be entitled to exercise any of the powers, provided for in this Contract with respect to Part VIII of Bid 19-122, Project No. 19-01, Asphalt Paving and Resurfacing 2019, which Part VIII is described in Line 8 of the Accepted Proposal of Contractor that is attached to and incorporated into this Contract. In the event of the nonoccurrence of the foregoing express condition precedent, which must be exactly fulfilled, this Contract with respect to Part VIII of Bid 19-122, Project No. 19-01, Asphalt Paving and Resurfacing 2019, which Part VIII is described in Line 8 of the Accepted Proposal of Contractor that is attached to and incorporated into this Contract, shall become a nullity and entirely void, and no legal relation shall arise between the parties regarding the subject matter of this Contract with respect to Part VIII of Bid 19-122, Project No. 19-01, Asphalt Paving and Resurfacing 2019, which Part VIII is described in Line 8 of the Accepted Proposal of Contractor that is attached to and incorporated into this Contract. The foregoing express condition precedent may not be excused except by a separate written instrument adopted by a lawful action of the Lancaster County Board of County Commissioners.
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 2017 Edition of the Standard Specifications of Highway Construction of the State of Nebraska, the Special Provisions, Supplementary Special Provisions, and all other supplementary documents to this Agreement. To the extent permitted by law, the Contractor expressly accepts control of the construction site, such control shall include, but not be limited to, barricades, signs, road crossings, warning signs, construction equipment and any obstacles created during construction of the project.
 5. It is the express intent of the parties that this Agreement shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the County and employees of the County shall not be deemed to be employees of the Contractor. The Contractor and the County shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the County's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
 6. Each party agrees to indemnify and hold harmless, to the fullest extent allowed by law, the other party and its principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of their principals, officers, or employees in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, each party shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this Agreement shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.
 7. This Contract shall be effective upon execution by both parties. The Work included in this Contract shall commence on May 6, 2019 (*or upon notice to proceed by the County*) and shall be completed on or before November 1, 2019 (*or within 179 calendar days*).
 8. If any portion of this Agreement is held invalid, the remainder hereof shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.
 9. **GUARANTEE:** A Performance and Labor and Material Payment Bond in the full amount of the Contract shall be required for all construction contracts.

10. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the Contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A. 1324b. The Contractor shall require any subcontractor to comply with the provisions of this section.
11. This Contract Agreement, along with the Suppliers Response, Plans and the following Supplemental Contract Documents, attached hereto and incorporated by this reference, form this Contract:
 1. Instructions to Bidders
 2. Supplemental Instructions to Bidders
 3. Project Location
 4. Accepted Proposal of Contractor
 5. Contractor Work Resume Form
 6. Project Schedule Form (A & B)
 7. Special Provisions
 8. Performance and Labor and Material Payment Bond
 9. Purchasing Agent Appointment
 10. Nebraska Resale or Exempt Sale Certificate
 11. Tax Assessment Form
 12. Employer Classification Act Instructions
 13. Employee Classification Act Affidavit
 14. Insurance Clause and Certificate

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

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

EXECUTION BY LANCASTER COUNTY, NEBRASKA

ATTEST:

BY THE BOARD OF COUNTY COMMISSIONERS OF
LANCASTER COUNTY, NEBRASKA

County Clerk

Contract and Bond Approved as to Form

this _____ day of _____, _____

Deputy County Attorney

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary

RICK WINTORS SEC

PAVERS INC

Name of Corporation

17303 HWY 6, WAVERLY NE 68462

(Address)

By *James M. Buel*

Duly Authorized Official

James M. Buel, President

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

INSTRUCTIONS TO BIDDERS

LANCASTER COUNTY, NEBRASKA

PURCHASING DIVISION

E-Bid

1. BIDDING PROCEDURE

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

2. BID SECURITY

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

3. BIDDER'S REPRESENTATION

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

4. INDEPENDENT PRICE DETERMINATION

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

5. CLARIFICATION OF SPECIFICATION DOCUMENTS

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

6. ADDENDA

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

7. ANTI-LOBBYING PROVISION

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

8. BRAND NAMES

- 8.1 Wherever in the specifications or bid that brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 8.2 It is the Bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the County that said item is equal to, or better than, the product specified.
- 8.3 Bids for alternate items shall be stated in the appropriate space on the E-Bid form. Bidders MUST attach to its bid documents in the Vendor Attachment Section of the E-Bid, a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation.
- 8.4 The Bidder must indicate any variances and explain by item number from the bidding document no matter how slight.
- 8.5 If variances 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.

LANCASTER COUNTY

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

ADDENDUM #1
Issue Date: 04/18/19

Bid No. 19-122
FOR

Asphalt Paving and Resurfacing 2019 County Project No. 19-01

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 changes to the County's specification and bidding documents:

1. Why is the county calling earth shouldering, shoulder restoration?
As the paving work involved in the contract is of a mill 2" or 2,5" and fill the same, the work required does not rise to the level of Shoulder Construction. Shoulder Restoration is indicated for areas that are trenched widened and would be limited to a section 8" deep by 9" wide at the top and 3" wide at the bottom.
2. Why is seeding subsidiary to shouldering?
Seeding is subsidiary due to it being a relative minor quantity, generally 9" wide for the length of the trenched widening.
3. While trench widening, material removed that is not deemed to be suitable material shall be removed is vague and unclear. The Contractor doesn't have a geotech report to know what is in the trenched area.
 - a. All this material should be suitable, the NDOT considers it all suitable.
 - b. If the county insists on leaving this specification in their we should assume that after years of graveling the roads that everything on the shoulder is granular and unsuitable.
The contractor is responsible for the Shoulder Restoration and establishment of initial vegetation. The specifications will remain as written.

4. The Contractor requests using a 3' trencher in lieu of a 12" or 18" mill head for 3' trench widening.

Trenched Widening 3' section 1 b is amended to require a 3' mill head instead of 12" to 18" mill head.

Substitution of a 3' Trencher will only be allowed if the equipment is able to meet the requirements in the Special Provisions.

5. The Trench Widening spec 3a says the trench is to be placed with the first lift. The first lift is SLX and the Trench is SPR.

Trenched Widening 3' Section 3 a

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.

Is void and superseded by the following:

3. Placement of Asphaltic Concrete

- a. The asphaltic concrete shall be placed in the widening in a separate operation that is level with the adjacent surface before any subsequent layer of asphaltic concrete is placed. Density samples shall be taken and tested by the Contractor in accordance with the Superpave Provisions.

6. Denton Rd. has a significant amount of transverse cracks, is the county going to perform cold milling class 3 for transverse cracks?

No, quantities for equipment rental and patching tons are included in the provisions.

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

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 2017 Standard Specifications for Highway Construction. The Nebraska Department of Roads 2017 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:

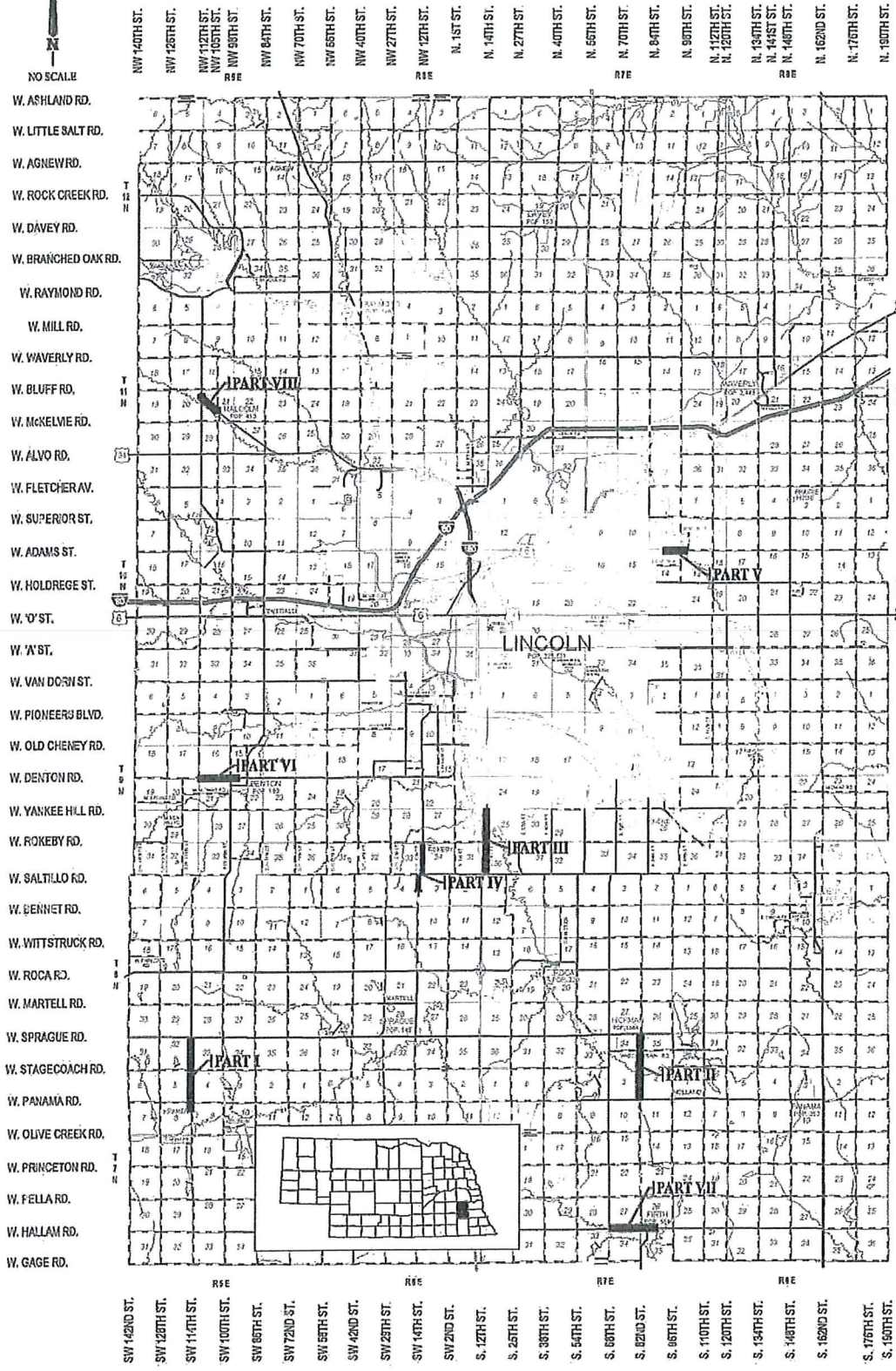
BID DOCUMENTS. Copies of the Proposal, Specifications (Standard Specifications, Special Provisions, General Requirements, etc.), Plans (if required) and other document forms may be viewed at the office of the County Engineer or may be downloaded via the City/County e-bid process. Bidders are required 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 PROJECT NO. 19-01 LANCASTER COUNTY, NEBRASKA



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

Bid Information		Contact Information		Ship to Information
Bid Creator	Robert Walla Purchasing Agent	Address	Purchasing\City & County 440 S. 8th St. Lincoln, NE 68508	Address
Email	rwalla@lincoln.ne.gov	Contact	Robert Walla - Purchasing Agent	Contact
Phone	1 (402) 441-8309	Department		Department Building
Fax	1 (402) 441-6513	Building		Floor/Room
Bid Number	19-122 Addendum 1	Floor/Room		Telephone
Title	Asphalt Paving & Resurfacing 2019, Project No. 19-01 (Co. Engineer)	Telephone	(402) 441-8309	Fax
Bid Type	Bid	Fax		Email
Issue Date	4/8/2019 03:35 PM (CT)	Email	rwalla@lincoln.ne.gov	
Close Date	4/24/2019 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	4/24/2019 10:31:35 AM (CT)
Total	\$3,063,765.26

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
4/24/2019 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.

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. Auto Liability. 3. Workers Compensation - Waiver of Subrogation. <p>Insurance Certificate and required Endorsements are required at time of contract execution by the vendor.</p>	Yes
4	NDOR Standard Specs for Hwy Construction	<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> <p>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/</p>	Yes
5	Work Resume Form	I have attached my Contractor Work Resume Form to this bid if my company has not completed work for Lancaster County in the last 3 years.	Yes
6	Method of Completion	I have attached my Method of Completion Form to this bid.	Yes
7	Special Provisions	I acknowledge reading and understanding the Special Provisions.	Yes
8	Barricade and Detour Plans	I acknowledge reading and understanding the Barricade Plans and Detour Plans.	Yes
9	Sample Contract	I acknowledge reading and understanding the Contract Agreement Forms.	Yes
10	Bonds	I acknowledge that the Performance Bond and Payment Bond in the amount of 100% of the Contract amount will be required with the signed contract upon award of this job.	Yes

11	Tax Exempt Certification Forms	Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.)	Yes
12	Tax Assessment Form	I acknowledge reading and understanding the Tax Assessment Form will be required with the contract.	Yes
13	Bid Bond Submission	I acknowledge and understand that my bid will not be considered unless a bid bond or certified check in the sum of five percent (5%) of the total amount of the bid is made payable to the order of the County Treasurer as a guarantee of good faith prior to the bid opening. The bid security may be scanned and attached to the 'Response Attachments' section of your response or faxed to the Purchasing Office (402)441-6513. The original bond/check must then be received in the Purchasing Office, 440 S. 8th Street, Ste. 200, Lincoln, NE 68508 within three (3) days of bid closing. YOU MUST INDICATE YOUR METHOD OF BID BOND SUBMISSION IN BOX TO RIGHT!	I have scanned and attached my bid bond.
14	Project Dates	The Contractor agrees that the Work in this Contract shall commence on May 1, 2019 (or upon notice to proceed by the County) and shall be completed on or before November 1, 2019. This project will be considered a 179 calendar day project.	Yes
15	Unit Price Spreadsheets	I acknowledge the Excel spreadsheets are attached to this bid in the Response Attachment Section. The unit price of the Excel Spreadsheet takes precedence over the total submitted in Line Items.	Yes
16	Employee Class Act Affidavit	I acknowledge if awarded the contract I will abide by the law, notarize and attach the Employee Classification Act Affidavit to my contract.	Yes
17	Contact	Name of person submitting this bid:	Mike Tidball
18	Electronic Signature	Please check here for your electronic signature.	Yes
19	U.S. Citizenship Attestation	Is your company legally considered an Individual or Sole Proprietor: YES or NO As a Vendor who is legally considered an Individual or a Sole Proprietor I hereby understand and agree to comply with the requirements of the United States Citizenship Attestation Form, available at: http://www.sos.ne.gov/business/notary/citizenforminfo.html All awarded Vendors who are legally considered an Individual or a Sole Proprietor must complete the form and submit it with contract documents at time of execution. If a Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the US Citizenship and Immigration Services documentation required to verify the 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	No

lawful presence cannot be verified as required by Neb.
Rev. Stat. 4-108.

20 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. Yes

Reason: See Bid Attachments section for Addendum information.

Line Items

#	Qty	UOM	Description	Response
1	1	Lump Sum	Project No. 19-01; Asphalt Paving and Resurfacing 2019 Part I - SW 114th Street (West Sprague Road to Kramer)" -- Total Lump Sum attached spreadsheet.	\$517,812.25
Item Notes:				Fill out the itemized Excel spreadsheet attached below. Attach completed spreadsheet on the 'Response Attachments' of your response.
Supplier Notes:				
2	1	Lump Sum	Project No. 19-01; Asphalt Paving and Resurfacing 2019 Part II - South 82nd Street (Panama Road to Hickman Road)" -- Total Lump Sum attached spreadsheet.	\$627,628.03
Item Notes:				Fill out the itemized Excel spreadsheet attached below. Attach completed spreadsheet on the 'Response Attachments' of your response.
Supplier Notes:				
3	1	Lump Sum	Project No. 19-01; Asphalt Paving and Resurfacing 2019 Part III - South 14nd Street (Saltillo Road to Yankee Hill Road)" -- Total Lump Sum attached spreadsheet.	\$350,617.81
Item Notes:				Fill out the itemized Excel spreadsheet attached below. Attach completed spreadsheet on the 'Response Attachments' of your response.
Supplier Notes:				
4	1	Lump Sum	Project No. 19-01; Asphalt Paving and Resurfacing 2019 Part IV - SW 12th Street (West Rokeby Road to 12000 SW 14th St.)" -- Total Lump Sum attached spreadsheet.	\$426,708.57
Item Notes:				Fill out the itemized Excel spreadsheet attached below. Attach completed spreadsheet on the 'Response Attachments' of your response.
Supplier Notes:				
5	1	Lump Sum	Project No. 19-01; Asphalt Paving and Resurfacing 2019 Part V - Adams Street (Stevens Creek to Lincoln City Limits)" -- Total Lump Sum attached spreadsheet.	\$98,880.14
Item Notes:				Fill out the itemized Excel spreadsheet attached below. Attach completed spreadsheet on the 'Response Attachments' of your response.
Supplier Notes:				
6	1	Lump Sum	Project No. 19-01; Asphalt Paving and Resurfacing 2019 Part VI - Denton Road (SW 112th Street to Denton Village Limits) -- Total Lump Sum attached spreadsheet.	\$439,313.08
Item Notes:				Fill out the itemized Excel spreadsheet attached below. Attach completed spreadsheet on the 'Response Attachments' of your response.
Supplier Notes:				

7	1	Lump Sum	Project No. 19-01; Asphalt Paving and Resurfacing 2019 Part VII - Firth Road - West and East (68th Street to Fire Station) -- Total Lump Sum attached spreadsheet.	\$407,662.42
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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:

8	1	Lump Sum	Project No. 19-01; Asphalt Paving and Resurfacing 2019 Part VIII - Malcolm Road (South Village Limits to North Village Limits) -- Total Lump Sum attached spreadsheet.	\$195,142.96
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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:				\$3,063,765.26
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Contractor Name **Pavers Inc**

Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
	Project No. 19-01; Asphalt Paving and Resurfacing 2019				
	Part II - South 82nd Street				
	(Panama Road to Hickman Road)				
1	Cold Milling, Class III - (2-1/2")	28,400.00	Sq. Yds	\$1.95	\$55,380.00
2	Asphaltic Concrete, Type "SLX" (2-1/2")	4,638.67	Tons	\$74.50	\$345,580.92
3	Asphaltic Concrete, Type "SPR" (3' Trench)	911.17	Tons	\$76.00	\$69,248.92
4	Tack Coat	5,325.00	Gal	\$1.85	\$9,851.25
5	Asphaltic Concrete, Type "SPR" for Patching	100.00	Tons	\$96.00	\$9,600.00
6	Rental of Skid Loader, Fully Operated	20.00	Hours	\$85.00	\$1,700.00
7	Rental of Dump Truck, Fully Operated	20.00	Hours	\$85.00	\$1,700.00
8	Rental of Cold Mill Head, Fully Operated-(Patching)	20.00	Hours	\$100.00	\$2,000.00
9	Trenched Widening - 3'	213.00	Sta.	\$78.00	\$16,614.00
10	Rumble Strips (Right & Left)	213.00	Sta.	\$27.00	\$5,751.00
11	Traffic Grabber Cones	1,562.00	Cone days	\$0.53	\$827.86
12	Furnishing and Operating Pilot Vehicle	16.00	Days	\$530.00	\$8,480.00
13	Flagging	32.00	Days	\$430.00	\$13,760.00
14	Temporary Sign Day	88.00	Sign Days	\$2.00	\$176.00
15	Barricades, Type III	360.00	Barr Days	\$3.20	\$1,152.00
16	Construction Signs	720.00	Sign Days	\$2.00	\$1,440.00
17	5" Permanent Pavement Marking Paint	30,959.00	LF	\$0.12	\$3,715.08
18	Shoulder Restoration	213.00	Sta.	\$187.00	\$39,831.00
19	Crushed Rock Surface Course	35.00	Tons	\$52.00	\$1,820.00
20	Mobilization	1.00	Lump Sum	\$39,000.00	\$39,000.00
	Total Part II				\$627,628.03

Contractor Name Pavers Inc

Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
	Project No. 19-01; Asphalt Paving and Resurfacing 2019 Part III - South 14th Street (Saltillo Road to Yankee Hill Road)				
1	Cold Milling, Class III (2")	26,137.00	Sq. Yds	\$1.80	\$47,046.60
2	Asphaltic Concrete, Type SLX 2"	2,927.34	Tons	\$76.00	\$222,478.14
3	Tack Coat	2,614.00	Gal	\$1.85	\$4,835.90
4	Asphaltic Concrete, Type "SPR" for Patching	100.00	Tons	\$98.00	\$9,800.00
5	Rental of Skid Loader, Fully Operated	25.00	Hours	\$85.00	\$2,125.00
6	Rental of Dump Truck, Fully Operated	25.00	Hours	\$85.00	\$2,125.00
7	Rental of Cold Mill Head, Fully Operated-(Patching)	25.00	Hours	\$100.00	\$2,500.00
8	Traffic Grabber Cones	1,099.00	Cone days	\$0.55	\$604.45
9	Furnishing and Operating Pilot Vehicle	7.00	Days	\$530.00	\$3,710.00
10	Flagging	14.00	Days	\$430.00	\$6,020.00
11	Temporary Sign Day	50.00	Sign Days	\$2.00	\$100.00
12	Barricades, Type III	120.00	Barr Days	\$3.20	\$384.00
13	Construction Signs	240.00	Sign Days	\$2.00	\$480.00
14	5" Permanent Pavement Marking Paint	27,877.00	LF	\$0.12	\$3,345.24
15	Crushed Rock Surface Course	44.49	Tons	\$52.00	\$2,313.48
16	Mobilization	1.00	Lump Sum	\$42,750.00	\$42,750.00
	Total Part III				\$350,617.81

Contractor Name **Pavers Inc.**

Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
	Project No. 19-01; Asphalt Paving and Resurfacing 2019				
	Part IV - SW 12th Street				
	(West Rokeby Road to 12000 SW 14th Street)				
1	Cold Milling, Class III - (2-1/2")	17,747.00	Sq. Yds	\$2.00	\$35,494.00
2	Asphaltic Concrete, Type "SLX" (2-1/2")	2,898.63	Tons	\$73.50	\$213,049.31
3	Asphaltic Concrete, Type "SPR" (3' Trench)	569.38	Tons	\$74.50	\$42,418.81
4	Tack Coat	3,328.00	Gal	\$1.85	\$6,156.80
5	Asphaltic Concrete, Type "SPR" for Patching	100.00	Tons	\$97.00	\$9,700.00
6	Rental of Skid Loader, Fully Operated	20.00	Hours	\$85.00	\$1,700.00
7	Rental of Dump Truck, Fully Operated	20.00	Hours	\$85.00	\$1,700.00
8	Rental of Cold Mill Head, Fully Operated-(Patching)	20.00	Hours	\$100.00	\$2,000.00
9	Trenched Widening - 3'	133.10	Sta.	\$78.00	\$10,381.80
10	Rumble Strips (Right & Left)	133.10	Sta.	\$27.00	\$3,593.70
11	Traffic Grabber Cones	755.00	Cone days	\$0.55	\$415.25
12	Furnishing and Operating Pilot Vehicle	18.00	Days	\$530.00	\$9,540.00
13	Flagging	36.00	Days	\$430.00	\$15,480.00
14	Temporary Sign Day	66.00	Sign Days	\$2.00	\$132.00
15	Barricades, Type III	300.00	Barr Days	\$3.20	\$960.00
16	Construction Signs	420.00	Sign Days	\$2.00	\$840.00
17	5" Permanent Pavement Marking Paint	19,770.00	LF	\$0.12	\$2,372.40
18	Shoulder Restoration	133.10	Sta.	\$195.00	\$25,954.50
19	Crushed Rock Surface Course	35.00	Tons	\$52.00	\$1,820.00
20	Mobilization	1.00	Lump Sum	\$43,000.00	\$43,000.00
	Total Part IV				\$426,708.57

Contractor Name **Pavers Inc.**

Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
	Project No. 19-01; Asphalt Paving and Resurfacing 2019				
	Part VI - Denton Road				
	(SW 112th Street to Denton Village Limits)				
1	Cold Milling, Class III - (2-1/2")	18,128.00	Sq. Yds	\$2.15	\$38,975.20
2	Asphaltic Concrete, Type "SLX" (2-1/2")	2,960.91	Tons	\$74.50	\$220,587.80
3	Asphaltic Concrete, Type "SPR" (3' Trench)	581.61	Tons	\$74.00	\$43,039.14
4	Tack Coat	3,399.00	Gal	\$1.85	\$6,288.15
5	Asphaltic Concrete, Type "SPR" for Patching	100.00	Tons	\$98.00	\$9,800.00
6	Rental of Skid Loader, Fully Operated	20.00	Hours	\$85.00	\$1,700.00
7	Rental of Dump Truck, Fully Operated	20.00	Hours	\$85.00	\$1,700.00
8	Rental of Cold Mill Head, Fully Operated-(Patching)	20.00	Hours	\$100.00	\$2,000.00
9	Trenched Widening - 3'	135.96	Sta.	\$77.40	\$10,523.30
10	Rumble Strips (Right & Left)	135.96	Sta.	\$27.00	\$3,670.92
11	Traffic Grabber Cones	771.00	Cone days	\$0.55	\$424.05
12	Furnishing and Operating Pilot Vehicle	18.00	Days	\$530.00	\$9,540.00
13	Flagging	36.00	Days	\$430.00	\$15,480.00
14	Temporary Sign Day	66.00	Sign Days	\$2.00	\$132.00
15	Barricades, Type III	300.00	Barr Days	\$3.20	\$960.00
16	Construction Signs	420.00	Sign Days	\$2.00	\$840.00
17	5" Permanent Pavement Marking Paint	19,336.00	LF	\$0.12	\$2,320.32
18	Shoulder Restoration	135.96	Sta.	\$195.00	\$26,512.20
19	Crushed Rock Surface Course	35.00	Tons	\$52.00	\$1,820.00
20	Mobilization	1.00	Lump Sum	\$43,000.00	\$43,000.00
	Total Part VI				\$439,313.08

Contractor Name **Pavers Inc.**

Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
	Project No. 19-01; Asphalt Paving and Resurfacing 2019 Part VII - Firth Road - West and East (68th Street to Fire Station)				
1	Cold Milling, Class III - 2"	21,686.00	Sq. Yds	\$1.80	\$39,034.80
2	Asphaltic Concrete, Type "SLX"-2"	2,428.76	Tons	\$76.00	\$184,585.76
3	Tack Coat	3,253.00	Gal	\$1.85	\$6,018.05
4	Asphaltic Concrete, Type "SPR" for Patching	400.00	Tons	\$98.00	\$39,200.00
5	Rental of Skid Loader, Fully Operated	80.00	Hours	\$85.00	\$6,800.00
6	Rental of Dump Truck, Fully Operated	80.00	Hours	\$85.00	\$6,800.00
7	Rental of Skid Loader w/ Cold Mill Head, Fully Operated	100.00	Hours	\$100.00	\$10,000.00
8	Traffic Grabber Cones	1,735.00	Cone days	\$0.55	\$954.25
9	Furnishing and Operating Pilot Vehicle	19.00	Days	\$530.00	\$10,070.00
10	Flagging	114.00	Days	\$430.00	\$49,020.00
11	Temporary Sign Day	114.00	Sign Days	\$2.00	\$228.00
12	Barricades, Type III	512.00	Barr Days	\$3.20	\$1,638.40
13	Construction Signs	640.00	Sign Days	\$2.00	\$1,280.00
14	5" Permanent Pavement Marking Paint	31,943.00	LF	\$0.12	\$3,833.16
15	Crushed Rock Surface Course	100.00	Tons	\$62.00	\$6,200.00
16	Mobilization	1.00	Lump Sum	\$42,000.00	\$42,000.00
	Total Part VII				\$407,662.42

Contractor Name Pavers Inc

Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
	Project No. 19-01; Asphalt Paving and Resurfacing 2019 Part VIII - Malcolm Road (South Village Limits to North Village Limits)				
1	Cold Milling, Class III 2" Inlay	11,974.00	Sq. Yds	\$1.60	\$19,158.40
2	Preparation of Intersections (3 Returns)	750.00	Sq. Yds	\$4.50	\$3,375.00
3	Water, Applied	0.50	M.Gal	\$350.00	\$175.00
4	Asphaltic Concrete, Type "SLX" 2" Inlay	1,341.02	Tons	\$73.00	\$97,894.46
5	Tack Coat	1,796.00	Gal	\$1.85	\$3,322.60
6	Asphaltic Concrete, Type "SPR" Patching & Returns	165.00	Tons	\$95.00	\$15,675.00
7	Rental of Skid Loader, Fully Operated	25.00	Hours	\$85.00	\$2,125.00
8	Rental of Dump Truck, Fully Operated	25.00	Hours	\$85.00	\$2,125.00
9	Rental of Cold Mill Head, Fully Operated-(Patching)	40.00	Hours	\$100.00	\$4,000.00
10	Traffic Grabber Cones	270.00	Cone days	\$0.55	\$148.50
11	Furnishing and Operating Pilot Vehicle	6.00	Days	\$530.00	\$3,180.00
12	Flagging	12.00	Days	\$430.00	\$5,160.00
13	Temporary Sign Day	36.00	Sign Days	\$2.00	\$72.00
14	Barricades, Type III	112.00	Barr Days	\$3.15	\$352.80
15	Construction Signs	112.00	Sign Days	\$2.00	\$224.00
16	5" Permanent Pavement Marking Paint	17,960.00	LF	\$0.12	\$2,155.20
17	Mobilization	1.00	Lump Sum	\$36,000.00	\$36,000.00
	Total Part VIII				\$195,142.96

CONTRACTOR WORK RESUME FORM
FOR
LANCASTER COUNTY, NEBRASKA

PROJECT NO. 19-01

ASPHALT PAVING AND RESURFACING 2019

The following is a list of projects recently completed by Pavers Inc which are thought to be similar in nature to the work required in the aforementioned project:

1. City of Lincoln Public Works 2018 Residential Mill & Overlay North # 540632
Owner Project Name and/or Number
949 West Bond Street Suite 200 665,088.13 10-15-18
Street Address Contract Amount Completion Date
Lincoln NE 68521
City State Zip
Jess Sundeen (402) 416-5341
Name Owner's Representative Phone

Brief Description of Work

Concrete work sidewalks curb & gutter, Milling, Asphalt
Overlays of various residential streets in North Lincoln

2. Platte County Board of Commissioners E 29th Columbus East Overlay # C-71(813)
Owner Project Name and/or Number
2610 14th Street 283,496.25 Aug. -18
Street Address Contract Amount Completion Date
Columbus NE 68601
City State Zip
Jane Cromwell 402-983-4909
Name Owner's Representative Phone (402) 246-3255

Brief Description of Work

Crack and seal Existing PCC Pavement and Install
Asphalt Overlay

3. Nebraska Department of Roads
Owner

Branched Oak Lake North SRR-7831C1
Project Name and/or Number

302 Superior Street
Street Address

467,472,62
Contract Amount

May - 2018
Completion Date

Lincoln NE 68521
City State Zip

Joe Kuchn (402) 471-0850
Name Owner's Representative Phone

Brief Description of Work

Mill and Overlay State Lake Road North of Branched Oak

4. Nebraska Department of Roads
Owner

Ithica - Ashland STP-HSIP-66-6104
Project Name and/or Number

302 Superior Street
Street Address

10,135,166.43
Contract Amount

Sept - 2017
Completion Date

Lincoln NE 68521
City State Zip

Jesse De Los Santos (402) 471-0850
Name Owner's Representative Phone

Brief Description of Work

Earthwork, Box Culverts, Bridge Repair, Widening, Milling, Asphalt, Shouldering, Seeding, Traffic Control, Rumble Strips, Painting and Guardrail.

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. 19-01

ASPHALT PAVING AND RESURFACING 2019

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

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

	WORK LOCATION	ESTIMATED BEGIN DATE	ESTIMATED COMPLETION DATE
1.	<u>Part I - Sw 114th</u>	<u>July 15</u>	<u>Aug 15</u>
2.	<u>Part VII - Fifth Road</u>	<u>July 15</u>	<u>Aug 15</u>
3.	<u>Part VI - Denton Road</u>	<u>Aug 15</u>	<u>Sept 15</u>
4.	<u>Part II S. 82nd</u>	<u>Aug 15</u>	<u>Sept 15</u>
5.	<u>Part III S 14th</u>	<u>Sept 15</u>	<u>Oct 15</u>
6.	<u>Part IV SW12</u>	<u>Aug 25th</u>	<u>Sept 25th</u>
7.	<u>Part V Adams</u>	<u>Sept 15th</u>	<u>Oct 15th</u>
8.	<u>Part VIII Malcom</u>	<u>Oct 1st</u>	<u>Oct 26th</u>

- A. The Contractor will submit with his bid, the order in which he proposes to complete the work. There will be no deviation from the proposed construction sequence unless the Contractor has obtained approval from the County Engineer. Such a request must be submitted in writing prior to the change of schedule.
- B. The Contractor will be required to give the Project Engineer forty-eight 48 hour notice prior to commencing work at any site on the contract.
- C. The Contractor will not be permitted to Class 3 mill at more than 2 sites ahead of the paving operation without the consent of the Project Engineer.
- D. Sanitary provisions will be required at each active construction site IAW Section 107.06 unless otherwise directed by the Project Engineer.
- E. All barricades, construction signs, and non-standard signs required by either a barricade plan or a detour plan will be properly erected prior to commencing work at a particular construction site.
- F. The Contractor may, upon giving the proper written notice begin work on the contract. Once work has begun at a particular site, the work will be pursued vigorously to completion. The Contractor will maintain an adequate sized work force supported by the necessary equipment every working day until all work at the site is completed.

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.

SPECIAL PROVISIONS FOR PROJECT NO. 19-01; ASPHALT PAVING AND RESURFACING 2019
Page 2

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
FOR
LANCASTER COUNTY, NEBRASKA

PROJECT NO. 19-01

ASPHALT PAVING AND RESURFACING 2019

CONTRACT TIME PERIOD

The bidder proposes to furnish all necessary equipment, tools, machinery, apparatus, and other means of construction; to do all work and to furnish all materials and labor necessary to complete the work in accordance with the Plans, Specifications, and Special Provisions now on file in the office of the Lancaster County Engineer; to commence said work on **May 6, 2019** and to complete all work on or before **November 1, 2019**. This project will be considered a **179 Calendar** day project.

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

PROJECT SCHEDULE, SUPPLIERS AND SUBLETTING

PRECONSTRUCTION CONFERENCE

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

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

SUBLETTING OR ASSIGNMENT OF THE CONTRACT

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

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

LIST OF SUBCONTRACTORS

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

INDEPENDENT CONTRACTOR

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

LIST OF SUPPLIERS

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

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

UTILITIES

GENERAL NOTES

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

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

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

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

The Contractor's attention is directed to Paragraph 1, subsection 201.1 of the NDOT 2017 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.

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 2017 Edition of the Standard Specifications of Highway Construction of the State of Nebraska. The placement of such barricades and signs shall be reviewed by the County Engineer's Office prior to commencement of the project to ensure compliance. To the extent permitted by law, the Contractor expressly accepts control of the construction site, such control shall include, but not be limited to, barricades, signs, road crossing, construction equipment and any obstacles created during construction of the project.

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

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

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

The Contractor will not be permitted to have more than two site(s) milled at a time without the consent of the Project Engineer. Paving operations must be started prior to starting milling at a third site.

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

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

PROVISIONS FOR TRAFFIC

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

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.

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 422.04* 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 12 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.

SURFACING

CRUSHED ROCK SURFACE COURSE

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

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

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

SUPERPAVE ASPHALTIC CONCRETE

Section 1028 Table 1028.18 will be amended as follows:

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

COLD WEATHER ASPHALTIC CONCRETE PLACEMENT

Table 503.03 is void and replaced with the following:

Table 503.03L

Cold Weather Asphaltic Concrete Placement	
<u>Lift Thickness</u>	<u>Minimum Surface Temperature</u>
Less than 2 inches	45°F
2 to 3 inches	37°F
Greater than 3 inches	35° F

To place asphaltic concrete when surface temperatures are below the limits set in table 503.03L the contractor must request permission from the Engineer. The written request must include a plan for ensuring delivery of sufficient asphaltic concrete to provide for continuous progress of the laydown operation to obtain uniform temperature profile behind the laydown machine and sufficient compaction equipment to obtain uniform density.

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

Section 503.04, paragraph 11 of the NDOR specifications on smoothness. Is amended to include the following:

The finished surface will be evaluated for any surface irregularities caused b workmanship with a 10-foot (3 m) straight edges. The maximum allowable deviation will be 1/8 inch (3 mm) in 10 feet (3 m) measured longitudinally. If the deviation exceeds 1/8 inch (3 mm) in 10 feet (3 m), then the area shall be corrected by grinding with a machine equipped with diamond blades with spacers until the deviation is less than 1/8 inch (3 mm) in 10 feet (3 m) or the Engineer may authorize a \$500.00 deduction for each irregularity.

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

SUBGRADE PREPARATION

The work covered by 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.

SHOULDER RESTORATION

In the areas of Trenched Widening and Class 3 milling the Contractor shall restore shoulders to the typical cross sections shown in the contract.

Soils furnished for "Shoulder Restoration" shall be cohesive soils. No granular soils shall be allowed.

In the areas of Class 3 milling Shoulder Restoration will not be paid for directly but shall be subsidiary to items of work for which direct payment is made.

In the areas of Trenched Widening Shoulder Restoration will be measured separately in stations of 100 feet without regard to width.

Shoulder Restoration in Trenched Widening areas will be seeded with Type A seed mix and Hydromulched.

Shoulder Restoration Seeding will not be paid for directly but shall be subsidiary to items of work for which direct payment is made.

Payment is full compensation for all work described in this Section.

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.
- 7.

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.

TRENCHED WIDENING 3'

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, 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.

ASPHALTIC CONCRETE, TYPE "SPR", "SLX"

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" or "SLX". 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 58V-34.

Subsection 503.06 in the Standard Specifications is amended, the contractor will not be paid directly for the work described above. This work will be considered subsidiary to the items of work for which direct payment is made.

TEMPORARY PAVEMENT MARKINGS

The Contractor shall provide and maintain a temporary centerline on all resurfacing, paving, and cold milling work as described in *Section 424 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 424.01.

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.

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 I

Cold Milling Class __ 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.

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.

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: ____/____/____

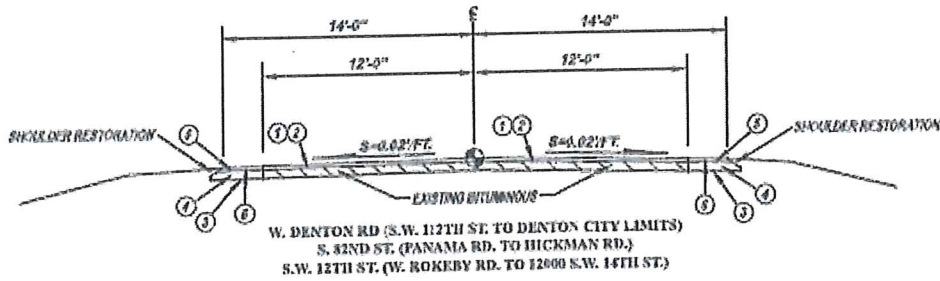
Certified by: _____ Title _____

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

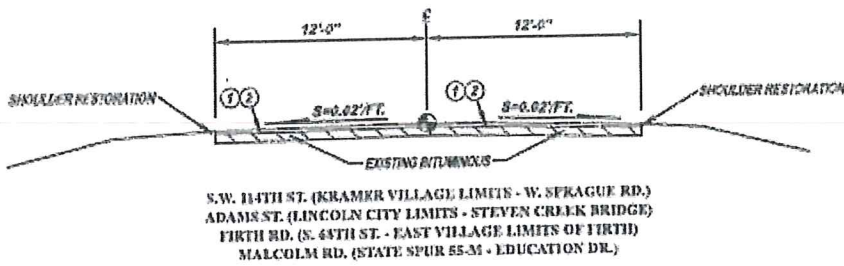
*Lancaster County listed noxious weeds (see Gravel Pit Minimum Standards document)

• **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.

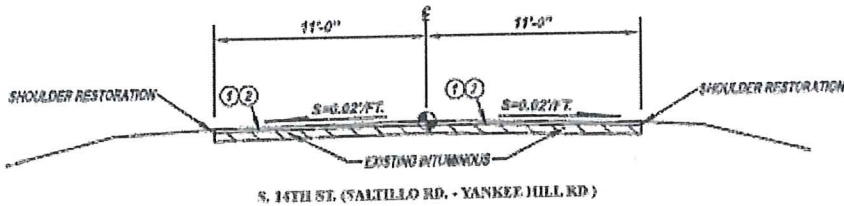
**LANCASTER COUNTY
NEBRASKA
PROJECT NO. 19-01
TYPICAL CROSS SECTIONS OF IMPROVEMENT FOR RESURFACING**



- ① 2 1/2" CLASS 3 COLD MILLING EXISTING BITUMINOUS
- ② 2 1/2" ASPHALTIC CONCRETE, TYPE SLX (SNV-34) W/ 7% APPROVED WMA ADDITIVE
- ③ TRENCHED WIDENING (SEE DETAIL SHEET)
- ④ 5 1/2" ASPHALTIC CONCRETE BEVELED EDGE, TYPE SPR (SEE DETAIL SHEET)
- ⑤ 2 1/2" ASPHALTIC CONCRETE BEVELED EDGE CAP, TYPE SLX (SEE DETAIL SHEET)
- ⑥ EDGELINE RUMBLE STRIPS (SEE DETAIL SHEET)

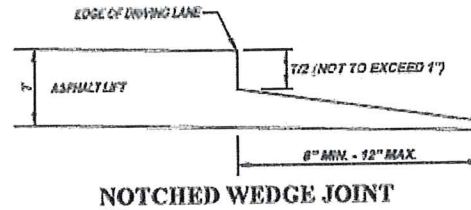
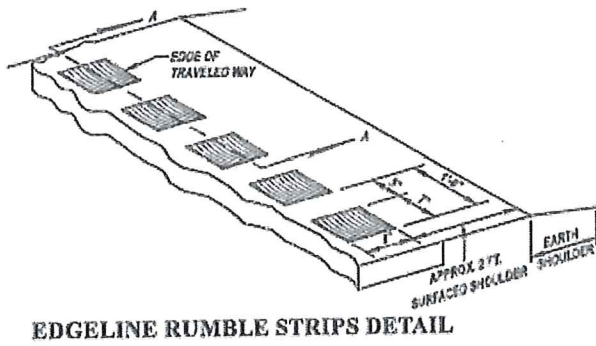
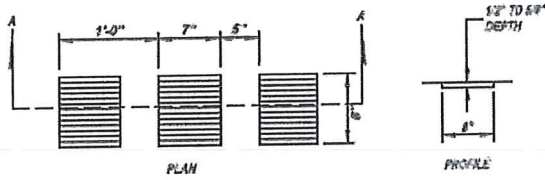
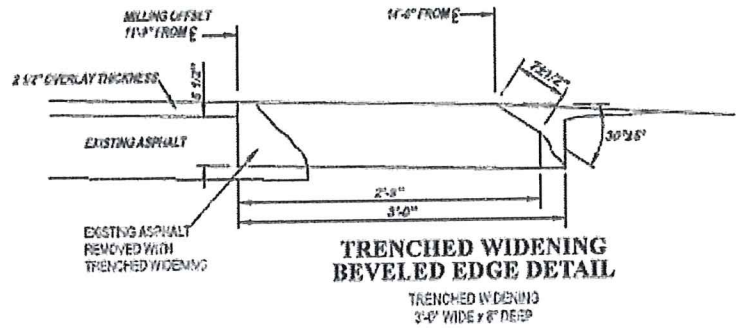
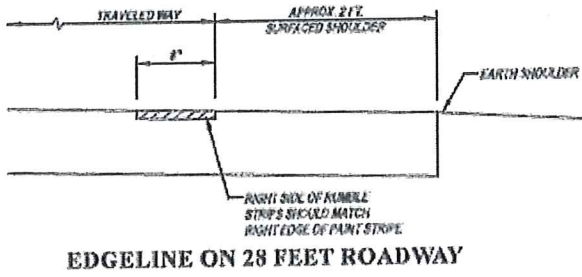


- ① 3" CLASS 3 COLD MILLING EXISTING BITUMINOUS
- ② 2" ASPHALTIC CONCRETE, TYPE SLX (SNV-34) W/ 7% APPROVED WMA ADDITIVE



- ① 3" CLASS 3 COLD MILLING EXISTING BITUMINOUS
- ② 2" ASPHALTIC CONCRETE, TYPE SLX (SNV-34) W/ 7% APPROVED WMA ADDITIVE

**LANCASTER COUNTY
NEBRASKA
PROJECT NO. 19-01
DETAIL SHEET**



PERFORMANCE AND LABOR AND
MATERIAL PAYMENT BOND

#S011692

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 Three Million Sixty Three Thousand Seven Hundred Sixty Five Dollars and 26/100 (\$3,063,765.26) 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 May 16, 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. 19-01; Asphalt Paving and Resurfacing 2019, 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 to the work to be performed thereunder.

IN WITNESS WHEREOF, this bond is executed this 16 day of May, 2019



[Signature]
Witness
PICK WINTERS 12303 HWY 6 WAVERLY NE 68462
Address

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

Employers Mutual Casualty Company
Surety
Deanne K. Kabourek
Attorney-in-fact

Amanda White
Witness
Amanda White 608 N Linden Wahoo NE 68066
Address

Deanne K Kabourek 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 | 4. Illinois EMCASCO Insurance Company, an Iowa Corporation |
| 2. EMCASCO Insurance Company, an Iowa Corporation | 5. Dakota Fire Insurance Company, a North Dakota Corporation |
| 3. Union Insurance Company of Providence, an Iowa 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

S011692

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.

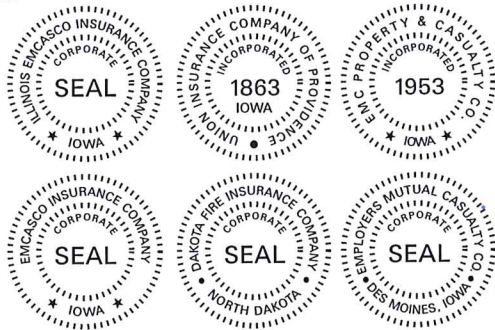
AUTHORITY FOR POWER OF ATTORNEY

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 16th day of May, 2019.

James D. Clough

Vice President



Employers Mutual
Casualty Company

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Pavers, Inc.

as Principal, and the EMPLOYERS MUTUAL CASUALTY COMPANY, a corporation organized and existing under the laws of the State of Iowa and authorized to do business in the State of Nebraska

County Treasurer of Lancaster County, as Surety, are held and firmly bound unto the

as obligee, in the sum of Five Percent of Bid Amount (5%)

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Obligee shall make any award to the Principal for:

Asphalt Paving & Resurfacing 2019 Project 19-122

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of such proposal or bid and award and shall give bond for the faithful performance thereof, with the EMPLOYERS MUTUAL CASUALTY COMPANY as Surety or with other Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure so to do, pay to the Obligee the damages which the Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

PROVIDED HOWEVER, neither the Principal nor the Surety shall be bound hereunder unless the Obligee shall upon request, provide evidence of adequate financing to both the Principal and Surety prior to execution of the final contract.

Signed, Sealed and Dated this 24th day of April, 20 19.

Pavers, Inc. Principal

By: James M. Buel

Employers Mutual Casualty Company Surety

By: Deanne K Kabourek
Deanne K Kabourek
Attorney-in-Fact



Questions regarding this bond should be directed to the EMC H.O. Bond Department at 515-345-2689.



P.O. Box 712 • Des Moines, Iowa 50306-0712

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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- 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 Bid Bond

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.

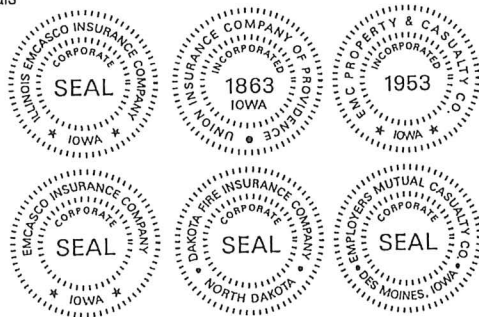
AUTHORITY FOR POWER OF ATTORNEY

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 24th day of April, 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.

Instructions

Who May Issue a Resale Certificate. Purchasers are to give the seller a properly completed Form 13, Section A, when making purchases of property or taxable services that will subsequently be resold in the purchaser's normal course of business. The property or services must be resold in the same form or condition as when purchased, or as an ingredient or component part of other property that will be resold.

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

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

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

To make tax-exempt purchases of building materials and fixtures, Option 1 or Option 3 contractors must complete Form 13, Section C, Part 1. To make tax-exempt purchases of building materials and fixtures pursuant to a construction project for an exempt governmental unit or an exempt nonprofit organization, Option 2 contractors must complete Form 13, Section C, Part 2. The contractor must also attach a copy of a properly completed [Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17](#), to the Form 13, and both documents must be given to the supplier when purchasing building materials. See the [contractor information guides](#) and [Reg-1-017, Contractors](#), for additional information. Also, see the Important Note under "Exemption Categories" number 3.

When and Where to Issue. The Form 13 must be given to the seller at the time of the purchase to document why sales tax does not apply to the purchase. The Form 13 must be kept with the seller's records for audit purposes.

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

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

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

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

Exemption Categories

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

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

Sales to the U.S. government, its agencies, instrumentalities, and corporations wholly owned by the U.S. government are exempt from sales tax. However, sales to institutions chartered or created under federal authority, but which are not directly operated and controlled by the U.S. government for the benefit of the public, generally are taxable.

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

2. Purchases when the intended use renders it exempt. See [Nebraska Sales Tax Exemption Chart](#).
3. Purchases made by organizations that have been issued a [Nebraska Exempt Organization Certificate of Exemption](#) (Certificate of Exemption). [Reg-1-090, Nonprofit Organizations](#); [Reg-1-091, Religious Organizations](#); and [Reg-1-092, Educational Institutions](#), identify these organizations. These organizations are issued a Certificate of Exemption with a state ID number which must be entered in Section B of Form 13.

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

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

4. Purchases of motor vehicles, trailers, semitrailers, watercraft, and aircraft used predominately as common or contract carrier vehicles; accessories that physically become part of the common or contract carrier vehicle; and repair and replacement parts for these vehicles. The exemption ID number must be entered in Section B of the Form 13. An individual or business that has been issued a common or contract carrier certificate of exemption may only use it to purchase those items described above prior to the expiration date on the certificate. The certificate of exemption expires every 5 years. (See [Nebraska Common or Contract Carrier Information Guide](#)).
5. Purchases of manufacturing machinery and equipment made by a person engaged in the business of manufacturing, including repair and replacement parts or accessories, for use in manufacturing. (See [Reg-1-107, Manufacturing Machinery and Equipment Exemption](#)).
6. Occasional sales of used business or farm machinery or equipment productively used by the seller as a depreciable capital asset for more than one year in his or her business. The seller must have previously paid tax on the item being sold. The seller must complete, sign, and give the Exempt Sale Certificate to the purchaser. (See [Reg-1-022, Occasional Sales](#)). The Form 13 must be kept with the purchaser's records for audit purposes.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Pursuant to Neb. Rev. Stat. § 77-1323, I, James M Buel, do hereby certify that all equipment to be used on County Project No. 19-01; Asphalt Paving and Resurfacing 2019, except that equipment acquired since the assessment date, has been assessed for taxation for the current year, in Lancaster County, NE

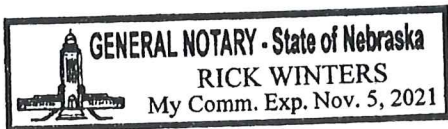
DATED this 23rd day of May, 2019.

By: James M Buel
Title: James M Buel, President

STATE OF NEBRASKA)
COUNTY OF LANCASTER)ss.

On May 23, 2019, before me, the undersigned Notary Public duly commissioned for and qualified in said County, personally came James M Buel, to me known to be the identical person, whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

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



(SEAL)

[Signature]
Notary Public
11-05-2021
My Commission Expires

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.

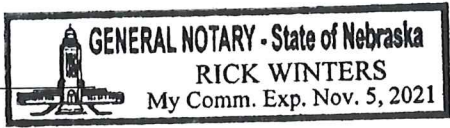
I hereby affirm and swear that the statements and information provided on this affidavit are true, complete and accurate. The undersigned person does hereby agree and represent that he or she is legally capable to sign this affidavit and to lawfully bind the Contractor to this affidavit.

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 23rd day of May, 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.

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).

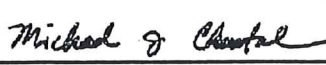
PRODUCER INSPRO Insurance P.O. Box 336 Wahoo, NE 68066 402 443-3742	CONTACT NAME: Dee Kabourek
	PHONE (A/C, No, Ext): 402 443 3742
	FAX (A/C, No): 402 443 3571
	E-MAIL ADDRESS: dkabourek@insproins.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A : Employers Mutual Insurance
	INSURER B : Acuity
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

INSURED: **Pavers, Inc.**
12303 Hwy 6
Waverly, NE 68462

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"/> LOG 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 <input type="checkbox"/> 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? (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"/> OTHER 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	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 

EMCASCO INSURANCE COMPANY POLICY NUMBER: 2D7-94-92---19

FAVERS LLC

EFF DATE: 12/01/18 EXP DATE: 12/01/19

GENERAL LIABILITY POLICY DECLARATIONS

ENDORSEMENT SCHEDULE

FORM EDITION DESCRIPTION/ADDITIONAL INFORMATION PREMIUM

*CG0001	04-13	COMMERCIAL GEN LIABILITY COV FORM	
*CG0435	12-07	EMPLOYEE BENEFITS LIABILITY COVERAGE	\$ 1,000,000
		EACH EMPLOYEE	\$ 2,000,000
		AGGREGATE	\$ 1,000
		DEDUCTIBLE EACH EMPLOYEE	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



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
*CG7429	11-98	\$ 1,000 EACH POLLUTION INCIDENT	
*CG7578	06-17	AMEND - AGGREGATE LIMIT PER PROJECT	
*CG7627	03-09	GENERAL LIABILITY ELITE EXTENSION 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	WAIVED
*IL8383.2A	01-15	DISCL PURSUANT TERRSM RISK INS. ACT	
*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 JO

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 MOTORISTS 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 STATED AMOUNT INSURANCE	
*CA9928	10-13	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 INSUREDS

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

WC 00 00 01 A(6-01)

Policyholder - Original

SO 01 10/30/18

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.

AGREEMENT

THIS AGREEMENT is entered into by and between the Village of Firth, Nebraska, a village and political subdivision of the State of Nebraska, hereinafter referred to as "the Village," and the County of Lancaster, Nebraska, a county and a political subdivision of the State of Nebraska, hereinafter referred to as "the County." Collectively the County and the Village may be referred to as "the Parties," and individually each may be referred to as a "Party."

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801 et seq. (Reissue 2012), permits units of local government in the State of Nebraska to cooperate with other localities on a basis of mutual advantage and thereby provide services in a manner that will best serve local communities;

WHEREAS, the County and the Village are responsible for providing road improvement and maintenance to the streets and roads located within their respective jurisdictions;

WHEREAS, the County and the Village agree that it is mutually beneficial to perform pavement resurfacing on Firth Road beginning at the southwest corner of Section 26-7-7 and extending east to the east line of Firth Fire Station Addition, located in the Village of Firth;

WHEREAS, a portion of the proposed maintenance is located within the Village, and the County seeks the approval of the Village to proceed with the Project; and

WHEREAS, the Village desires that the County complete the Project within the Village;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed between the Parties as follows:

- 1) Length. The length of this Agreement shall be from the date of execution until the completion and acceptance of the Project, estimated to be the Fall of 2019.
- 2) Purpose. The purpose of this Agreement is to provide for completion of the following Project, all of which lies within the corporate limits of the Village: pavement construction on Firth Road beginning at the southwest corner of Section 26-7-7 and extending east to the east line of Firth Fire Station Addition, located in the Village of Firth, as diagramed in Attachment "A", which is attached hereto and incorporated herein by this reference.
- 3) Responsibilities.
 - A. The Village will have the following duties and responsibilities:
 - i. The Village hereby permits the County to perform pavement construction work within the Village's corporate limits as diagramed in Attachment "A".

- ii. The Village will be responsible for paying to the County a total amount equal to the Actual Cost of the Project.
- iii. No later than June 1, 2019, the Village shall pay the County the Estimated Cost of the Project. The Estimated Cost of the Project is \$122,298.73, as calculated in Attachment "B".
- iv. Except for the duties contained in Paragraph 3)B.i of this Agreement, the County's performance under this Agreement is expressly conditioned on the following condition precedent, which must be exactly performed and may not be excused except by a written amendment dated subsequent to the date of this Agreement executed by both Parties: the Village shall pay the County the Estimated Cost of the Project pursuant to Paragraph 3)A.iii of this Agreement. If the Village fails so to pay the County, then the Project shall be removed from the scope of the County's overall resurfacing project; and the County shall have no obligation to perform any duties contemplated under this Agreement except for those duties pursuant to Paragraph 3)B.i of this Agreement.

B. The County will have the following duties:

- i. The County shall bid the Project as part of the County's overall resurfacing project, shall select a contractor to complete the Project, and shall contract with the selected contractor to complete the Project.
- ii. The County shall provide the Village with a copy of the selected contractor's accepted bid prior to performing the Project.
- iii. The County shall be responsible for paying the selected contractor for the entire cost of the Project.
- iv. The County shall calculate the Actual Cost of the Project once the Project has been constructed and accepted.
 - a. To the extent that the amount of Actual Cost of the Project exceeds the amount of the Estimated Cost of the Project that has been prepaid to the County pursuant to Paragraph 3)A.iii of this Agreement, the County will invoice the Village for the amount that the Actual Cost of the Project exceeds the Estimated Cost of the Project. The Village shall pay that invoice not later than sixty (60) days following receipt of that invoice.
 - b. To the extent that the amount of Estimated Cost of the Project that has been prepaid to Lancaster County pursuant to Paragraph 3)A.iii of this Agreement exceeds the amount of Actual Cost of the Project, the

County will reimburse the Village for the amount that the Estimated Cost of the Project exceeds the Actual Cost of the Project no later than sixty (60) days following the determination of the Actual Cost of the Project by the County.

- v. The County shall be responsible for ensuring that the Project is completed as described herein and according to the bid documents and contract with the selected contractor. The Project shall be completed upon the County's final sign-off on completion of the Project according to the terms of the contract with the selected contractor.
- 4) Consideration. The Village permits the County to perform the Project. The County shall be responsible for contracting and managing the Project. The Village shall be responsible for payment to the County as described in Sections 3 and 4 of this Agreement.
- 5) Ongoing Maintenance. The Village shall continue to be responsible for maintenance of the Project, all of which lies within the corporate limits of the Village, as described in Attachment "A". The Parties agree that the County expressly does not assume responsibility for any future maintenance of any portions of the Project, all of which lies within the corporate limits of the Village, as described in Attachment "A".
- 6) Independent Contractor. It is the express intent of the Parties that this Agreement shall not create an employer-employee relationship. Employees of the Village shall not be deemed to be employees of the County and employees of the County shall not be deemed to be employees of the Village.
- 7) Assignment. Neither the County nor the Village shall assign its duties and responsibilities under this Agreement without the express written permission of the other Party to this Agreement. Any assignment without the express written permission of the County shall be absolutely void. However, it is expressly understood and agreed to by the Parties that the County may subcontract the pavement construction services outlined herein.
- 8) Hold Harmless. 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.

- 9) Subcontractors. The County agrees to require any contractors or subcontractors, providing services under this Agreement, to indemnify and hold the Village harmless to the same extent and as provided in Section 8, of this Agreement.
- 10) Severability. If any portion of this Agreement is held invalid, the remainder hereof shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.
- 11) Equal Employment Opportunity. In connection with the carrying out of the activities provided herein, neither the County nor the Village shall discriminate against any bidder, employee, applicant for employment, or any other person because of race, color, religion, sex, disability, national origin, age, marital status or receipt of public assistance.
- 12) Termination. This Agreement may be terminated at any time by either Party giving sixty (60) days written notice. However, such termination shall not affect obligations that have been incurred prior to the notice of termination or money owed by either Party for work performed under this Agreement prior to termination.
- 13) Integration. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter herein and merges all prior discussions between them. It shall not be modified except by written amendment dated subsequent to the date of this Agreement and signed by all Parties.
- 14) Forbearance Not Waiver. County's failure or neglect to enforce any of its rights under this Agreement will not be deemed to be a waiver of County's rights.

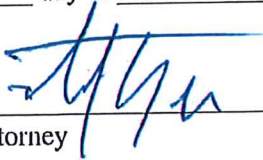
EXECUTED this 7th day of May, 2019, by
the Village.

Village of Firth

By: David L. Holzman
Village of Firth

APPROVED AS TO FORM:

This 7TH day of May, 2019.



Village Attorney

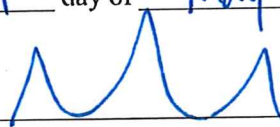
EXECUTED this 14 day of May, 2019, by
the County.

By: 

Chair
Lancaster County Board of Commissioners

APPROVED AS TO FORM:

This 14 day of May, 2019.



Deputy County Attorney
For PATRICK CONDON
County Attorney

ATTACHMENT "A"

2
FARMS
NORTH

INC.
26-07-07

ADDITION
FIRTH ROAD

RIDGE

OUTLOT "B"

ADDITION

COUNTRY VIEW
ADDITION

FIRTH FIRE
STATION
ADDITION

LOT 41
24.01 ± Ac. Total
23.44 ± Ac. Net

LOT 10
2.78 ± Ac.

LOT 40
3.74 ± Ac.

LOT 2
6.06 ± Ac.

LOT 29
3.63 ± Ac.

LOT 21
51 ± Ac.

LOT 31
3.77 ± Ac.

LOT 35
1.57 ± Ac.

LOT 38
4.68 ± Ac.

LOT 87
5.11 ± Ac.

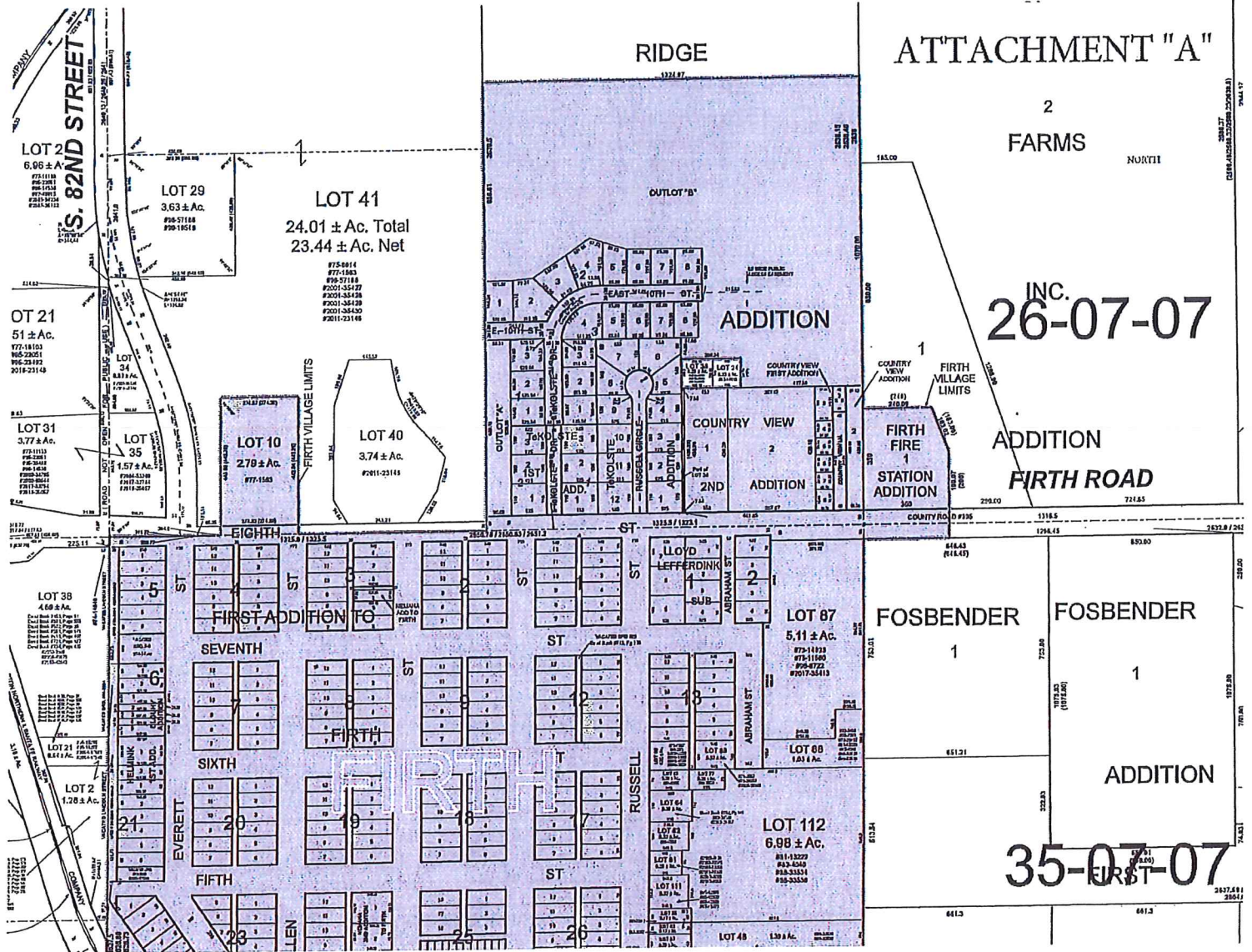
LOT 112
6.98 ± Ac.

FOSBENDER

FOSBENDER

ADDITION

35-07-07



**LANCASTER COUNTY ENGINEERING DEPARTMENT
ENGINEERS ESTIMATE**

DATE: April 25, 2019
PROJECT NO. .

PROJECT Part.
PROJECT Location: Firth Road WEST & EAST
PROJECT Descript: (68th Street to Fire Station)

(30% Village of Firth Part)

ITEM NO.	ITEM	ESTIMATED Quantities (30%)	UNIT	UNIT PRICE (Estimated)	AMOUNT
Firth Road WEST & EAST		Asphaltic Concrete Resurfacing and Paving			
1	Cold Milling, Class III - 2" Inlay	6,505.80	Sq. Yds	\$1.80	\$11,710.44
2	Asphaltic Concrete, Type "SLX"	728.63	Tons	\$76.00	\$55,375.73
3	Tack Coat	975.90	Gal	\$1.85	\$1,805.42
4	Asphaltic Concrete, Type "SPR" for Patching	120.00	Tons	\$98.00	\$11,760.00
5	Rental of Skid Loader, Fully Operated	24.00	Hours	\$85.00	\$2,040.00
6	Rental of Dump Truck, Fully Operated	24.00	Hours	\$85.00	\$2,040.00
7	Rental of Skid Loader w/ Cold Mill Head, Fully Op	30.00	Hours	\$100.00	\$3,000.00
8	Traffic Grabber Cones	520.50	Cone days	\$0.55	\$286.28
9	Furnishing and Operating Pilot Vehicle	5.70	Days	\$530.00	\$3,021.00
10	Flagging	34.20	Days	\$430.00	\$14,706.00
11	Temporary Sign Day	34.20	Sign Days	\$2.00	\$68.40
12	Barricades, Type III	153.60	Barr Days	\$3.20	\$491.52
13	Construction Signs	192.00	Sign Days	\$2.00	\$384.00
14	5" Permanent Pavement Marking Paint	9,582.90	LF	\$0.12	\$1,149.95
15	Crushed Rock Surface Course	30.00	Tons	\$62.00	\$1,860.00
16	Mobilization	0.30	Lump Sum	\$42,000.00	\$12,600.00
ENGINEERS ESTIMATE - 30 % - Village of Firth Part				Total	\$122,298.73

AGREEMENT

THIS AGREEMENT is entered into by and between the Village of Malcolm, Nebraska, a village and political subdivision of the State of Nebraska, hereinafter referred to as "the Village," and the County of Lancaster, Nebraska, a county and a political subdivision of the State of Nebraska, hereinafter referred to as "the County." Collectively the County and the Village may be referred to as "the Parties," and individually each may be referred to as a "Party."

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801 et seq. (Reissue 2012), permits units of local government in the State of Nebraska to cooperate with other localities on a basis of mutual advantage and thereby provide services in a manner that will best serve local communities;

WHEREAS, the County and the Village are responsible for providing road improvement and maintenance to the streets and roads located within their respective jurisdictions;

WHEREAS, the County and the Village agree that it is mutually beneficial to perform pavement resurfacing on Malcolm Road and East Third Street Road from Education Drive to State Spur 55M;

WHEREAS, a portion of the proposed maintenance is located within the Village, and the County seeks the approval of the Village to proceed with the Project; and

WHEREAS, the Village desires that the County complete the Project within the Village;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed between the Parties as follows:

- 1) Length. The length of this Agreement shall be from the date of execution until the completion and acceptance of the Project, estimated to be the Fall of 2019.
- 2) Purpose. The purpose of this Agreement is to provide for completion of the following Project, all of which lies within the corporate limits of the Village: pavement construction on Malcolm Road and East Third within the corporate limits of the Village of Malcolm between Education Drive to State Spur 55M, as diagramed in Attachment "A", which is attached hereto and incorporated herein by this reference.
- 3) Responsibilities.

A. The Village will have the following duties and responsibilities:

- i. The Village hereby permits the County to perform pavement construction work within the Village's corporate limits as diagramed in Attachment "A".

- ii. The Village will be responsible for paying to the County a total amount equal to the Actual Cost of the Project.
- iii. No later than ~~June 1, 2019~~ ^{June 30th}, ~~the Village shall pay the County the Estimated Cost of the Project.~~ ^{05/07/2019} ~~The Estimated Cost of the Project is \$178,218.40, as calculated in Attachment "B".~~ ^{MS 5/14/19}
- iv. Except for the duties contained in Paragraph 3)B.i of this Agreement, the County's performance under this Agreement is expressly conditioned on the following condition precedent, which must be exactly performed and may not be excused except by a written amendment dated subsequent to the date of this Agreement executed by both Parties: the Village shall pay the County the Estimated Cost of the Project pursuant to Paragraph 3)A.iii of this Agreement. If the Village fails so to pay the County, then the Project shall be removed from the scope of the County's overall resurfacing project; and the County shall have no obligation to perform any duties contemplated under this Agreement except for those duties pursuant to Paragraph 3)B.i of this Agreement.

B. The County will have the following duties:

- i. The County shall bid the Project as part of the County's overall resurfacing project, shall select a contractor to complete the Project, and shall contract with the selected contractor to complete the Project.
- ii. The County shall provide the Village with a copy of the selected contractor's accepted bid prior to performing the Project.
- iii. The County shall be responsible for paying the selected contractor for the entire cost of the Project.
- iv. The County shall calculate the Actual Cost of the Project once the Project has been constructed and accepted.
 - a. To the extent that the amount of Actual Cost of the Project exceeds the amount of the Estimated Cost of the Project that has been prepaid to the County pursuant to Paragraph 3)A.iii of this Agreement, the County will invoice the Village for the amount that the Actual Cost of the Project exceeds the Estimated Cost of the Project. The Village shall pay that invoice not later than sixty (60) days following receipt of that invoice.
 - b. To the extent that the amount of Estimated Cost of the Project that has been prepaid to Lancaster County pursuant to Paragraph 3)A.iii of this Agreement exceeds the amount of Actual Cost of the Project, the

County will reimburse the Village for the amount that the Estimated Cost of the Project exceeds the Actual Cost of the Project no later than sixty (60) days following the determination of the Actual Cost of the Project by the County.

- v. The County shall be responsible for ensuring that the Project is completed as described herein and according to the bid documents and contract with the selected contractor. The Project shall be completed upon the County's final sign-off on completion of the Project according to the terms of the contract with the selected contractor.
- 4) Consideration. The Village permits the County to perform the Project. The County shall be responsible for contracting and managing the Project. The Village shall be responsible for payment to the County as described in Sections 3 and 4 of this Agreement.
- 5) Ongoing Maintenance. The Village shall continue to be responsible for maintenance of the Project, all of which lies within the corporate limits of the Village, as described in Attachment "A". The Parties agree that the County expressly does not assume responsibility for any future maintenance of any portions of the Project, all of which lies within the corporate limits of the Village, as described in Attachment "A".
- 6) Independent Contractor. It is the express intent of the Parties that this Agreement shall not create an employer-employee relationship. Employees of the Village shall not be deemed to be employees of the County and employees of the County shall not be deemed to be employees of the Village.
- 7) Assignment. Neither the County nor the Village shall assign its duties and responsibilities under this Agreement without the express written permission of the other Party to this Agreement. Any assignment without the express written permission of the County shall be absolutely void. However, it is expressly understood and agreed to by the Parties that the County may subcontract the pavement construction services outlined herein.
- 8) Hold Harmless. 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.

- 9) Subcontractors. The County agrees to require any contractors or subcontractors, providing services under this Agreement, to indemnify and hold the Village harmless to the same extent and as provided in Section 8, of this Agreement.
- 10) Severability. If any portion of this Agreement is held invalid, the remainder hereof shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.
- 11) Equal Employment Opportunity. In connection with the carrying out of the activities provided herein, neither the County nor the Village shall discriminate against any bidder, employee, applicant for employment, or any other person because of race, color, religion, sex, disability, national origin, age, marital status or receipt of public assistance.
- 12) Termination. This Agreement may be terminated at any time by either Party giving sixty (60) days written notice. However, such termination shall not affect obligations that have been incurred prior to the notice of termination or money owed by either Party for work performed under this Agreement prior to termination.
- 13) Integration. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter herein and merges all prior discussions between them. It shall not be modified except by written amendment dated subsequent to the date of this Agreement and signed by all Parties.
- 14) Forbearance Not Waiver. County's failure or neglect to enforce any of its rights under this Agreement will not be deemed to be a waiver of County's rights.

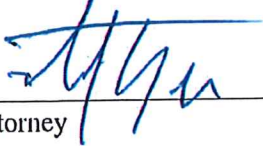
EXECUTED this 7th day of May, 2019, by
the Village.

Village of Malcolm

By: 
Village of Malcolm

APPROVED AS TO FORM:

This 7TH day of May, 20 19.



Village Attorney

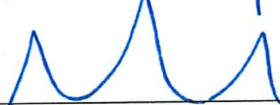
EXECUTED this 14 day of May, 20 19, by
the County.

By: 

Chair
Lancaster County Board of Commissioners

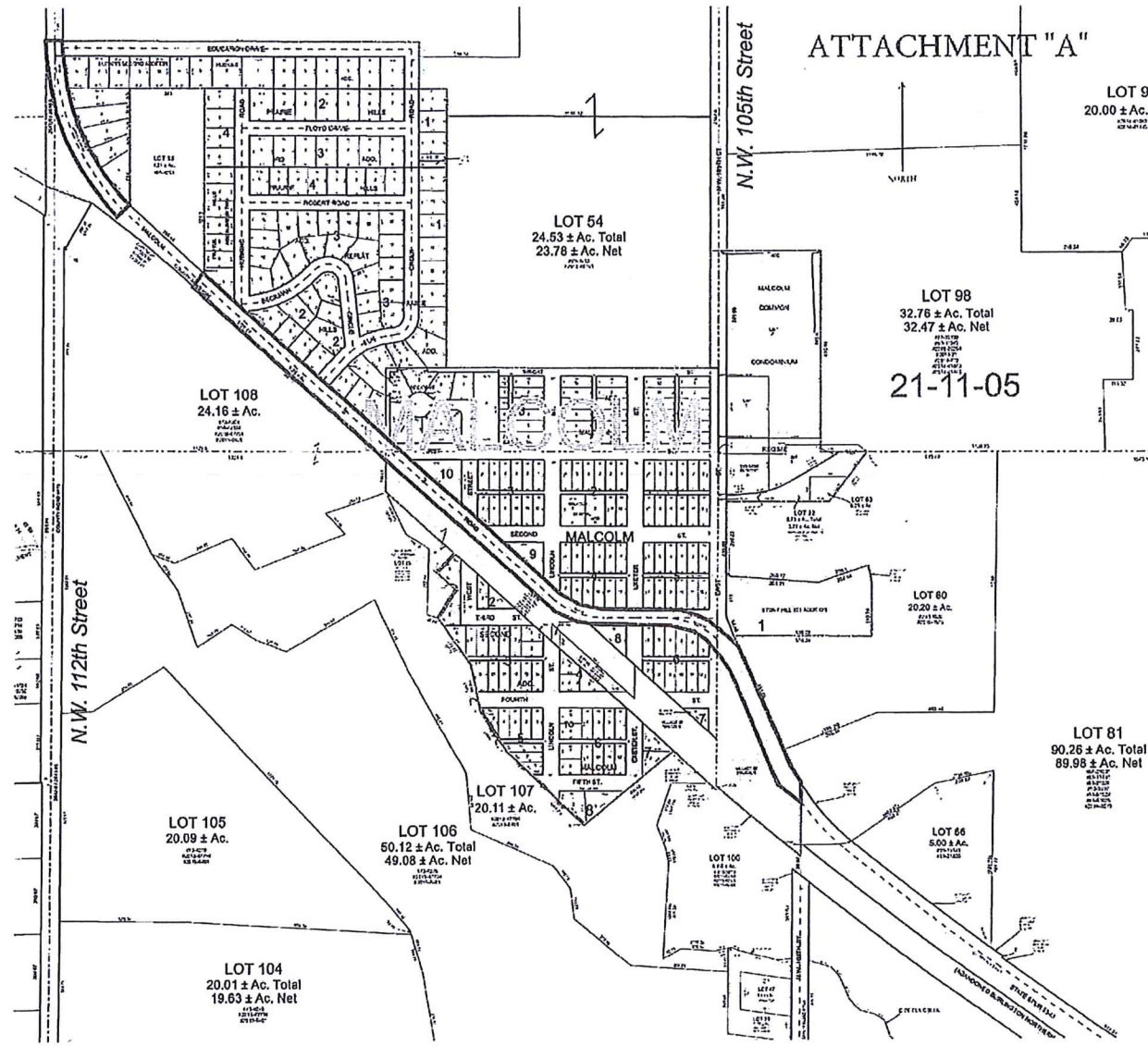
APPROVED AS TO FORM:

This 14 day of May, 20 19.



Deputy County Attorney
For PATRICK CONDON
County Attorney

ATTACHMENT "A"



**LANCASTER COUNTY ENGINEERING DEPARTMENT
ENGINEERS ESTIMATE**

DATE: April 29, 2019

PROJECT Part: VIII

PROJECT NO.:

PROJECT Location: Malcolm Road

PROJECT LENGTH (Mi): 4083 FT. (.77 Mi.)

PROJECT Descript: Malcolm Portion Only

VIII

Malcolm Road

Malcolm Portion Only

2" Deep class III milling for 2" SLX Inlay with 3 New SPR Returns.

ITEM NO.	ITEM	ESTIMATED Quantities	UNIT	UNIT PRICE (Enter Engineers Est.)	AMOUNT
Malcom Road		Asphaltic Concrete Resurfacing and Paving			
1	Cold Milling, Class III 2" Inlay	10,894.00	Sq. Yds	\$1.60	\$17,430.40
2	Preparation of Intersections (3 Returns)	750.00	Sq. Yds	\$4.50	\$3,375.00
3	Water, Applied	0.50	M.Gal	\$350.00	\$175.00
4	Asphaltic Concrete, Type "SLX" 2" Inlay	1,184.00	Tons	\$73.00	\$86,432.00
5	Tack Coat	1,634.00	Gal	\$1.85	\$3,022.90
6	Asphaltic Concrete, Type "SPR" Patching & Returns	165.00	Tons	\$95.00	\$15,675.00
7	Rental of Skid Loader, Fully Operated	25.00	Hours	\$85.00	\$2,125.00
8	Rental of Dump Truck, Fully Operated	25.00	Hours	\$85.00	\$2,125.00
9	Rental of Cold Mill Head, Fully Operated-(Patching)	40.00	Hours	\$100.00	\$4,000.00
10	Traffic Grabber Cones	270.00	Cone days	\$0.55	\$148.50
11	Furnishing and Operating Pilot Vehicle	6.00	Days	\$530.00	\$3,180.00
12	Flagging	12.00	Days	\$430.00	\$5,160.00
13	Temporary Sign Day	36.00	Sign Days	\$2.00	\$72.00
14	Barricades, Type III	112.00	Barr Days	\$3.15	\$352.80
15	Construction Signs	112.00	Sign Days	\$2.00	\$224.00
16	5" Permanent Pavement Marking Paint	16,340.00	LF	\$0.12	\$1,960.80
17	Mobilization	0.91	Lump Sum	\$36,000.00	\$32,760.00
ENGINEERS ESTIMATE				Total	\$178,218.40

CITY OF LINCOLN/LANCASTER COUNTY
PURCHASING DEPARTMENT
NOTIFICATION FOR ADVERTISED BID

ASPHALT PAVING AND RESURFACING 2019
County Project No. 19-01
Bid No. 19-122

You are invited to submit a bid through the City of Lincoln/Lancaster County Purchasing website on an advertised bid for Asphalt Paving and Resurfacing 2019, Project No. 19-01 - Lancaster County Bid No. 19-122. Bids will be accepted on or before 12:00 noon, Wednesday, April 24, 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
ASPHALT PAVING AND RESURFACING 2019
PROJECT NO. 19-01

INSTRUCTIONS TO BIDDERS

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

MAP

PROPOSAL(S)

CONTRACTOR WORK RESUME FORM

PROJECT SCHEDULE FORM (A & B)

SPECIAL PROVISIONS

BARRICADE PLANS AND DETOUR PLANS

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