

CONTRACT DOCUMENTS

LANCASTER COUNTY

NEBRASKA

For

Bid No. 19-149

Project No: 19-10

REPLACEMENT OF COUNTY BRIDGES W-122, W-164 & W-174

Van Kirk Brothers Contracting

1200 West Ash

PO Box 585

Sutton, NE 68979

LANCASTER COUNTY, NEBRASKA  
CONTRACT AGREEMENT

THIS CONTRACT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Van Kirk Brothers Contracting, 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. 19-149, Project No. 19-10, Replacement of County Bridges W-122, W-164 & W-174; 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: Nine Hundred Eleven Thousand Eight Hundred Seventy Nine Dollars and 15/100 (\$911,879.15).
3. EQUAL EMPLOYMENT OPPORTUNITY: In connection with the carrying out of this project, the Contractor shall not discriminate against any employee, applicant for employment, or any other person because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
4. To the extent permitted by law, the County relinquishes control of the construction site to the Contractor and its subcontractors during the period of construction. The construction, placement of barricades, and posting of warning signs in the area of construction will be the responsibility of the Contractor. This shall include the placement of construction equipment and any obstacles which are created as a result of the construction project. The placement of barricades and warning signs shall be in compliance with the Manual on Uniform Control Devices, the 2011 City of Lincoln Standard Specifications for Municipal Construction, as supplemented by the 2007 Edition of the Standard Specifications of Highway Construction of the State of Nebraska, the Special Provisions, Supplementary Special Provisions, and all other supplementary documents to this Agreement. To the extent permitted by law, the Contractor expressly accepts control of the construction site, such control shall include, but not be limited to, barricades, signs, road crossings, warning signs, construction equipment and any obstacles created during construction of the project.
5. It is the express intent of the parties that this Agreement shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the County and employees of the County shall not be deemed to be employees of the Contractor. The Contractor and the County shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the County's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.



6. Each party agrees to indemnify and hold harmless, to the fullest extent allowed by law, the other party and its principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of their principals, officers, or employees in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, each party shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this Agreement shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.
7. This Contract shall be effective upon execution by both parties. The Work included in this Contract shall commence on June 17, 2019 (*or upon notice to proceed by the County*) and shall be completed on or before October 18, 2019.
8. If any portion of this Agreement is held invalid, the remainder hereof shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.
9. GUARANTEE: A Performance and Labor and Material Payment Bond in the full amount of the Contract shall be required for all construction contracts.
10. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the Contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A. 1324b. The Contractor shall require any subcontractor to comply with the provisions of this section.
11. This Contract Agreement, along with the Suppliers Response, Plans and the following Supplemental Contract Documents, attached hereto and incorporated by this reference, form this Contract:
  1. Instructions to Bidders
  2. Supplemental Instructions to Bidders
  3. Project Location(s) Map
  4. Accepted Proposal of Contractor
  5. Contractor Work Resume Form
  6. Project Schedule Form
  7. Special Provisions
  8. Barricade Plans
  9. Performance and Labor and Material Payment Bond
  10. Purchasing Agent Appointment
  11. Nebraska Resale or Exempt Sale Certificate
  12. Tax Assessment Form
  13. Employer Classification Act Instructions
  14. Employee Classification Act Affidavit
  15. Insurance Clause and Certificate

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

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

EXECUTION BY LANCASTER COUNTY, NEBRASKA

ATTEST:

BY THE BOARD OF COUNTY COMMISSIONERS OF  
LANCASTER COUNTY, NEBRASKA

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

Contract and Bond Approved as to Form

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

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

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Van Kirk Bros Contracting

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

PO Box 585, Sutton, NE 68979

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

ATTEST:

Melissa Schudemann

\_\_\_\_\_  
Secretary

[Signature]  
By  
Duly Authorized Official

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

IF OTHER TYPE OF ORGANIZATION:

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

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

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

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

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

IF AN INDIVIDUAL:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature



# INSTRUCTIONS TO BIDDERS

## LANCASTER COUNTY, NEBRASKA

### PURCHASING DIVISION

#### E-Bid

#### 1. BIDDING PROCEDURE

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

#### 2. BID SECURITY

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

#### 3. BIDDER'S REPRESENTATION

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

#### 4. INDEPENDENT PRICE DETERMINATION

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

5. CLARIFICATION OF SPECIFICATION DOCUMENTS

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

6. ADDENDA

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

7. ANTI-LOBBYING PROVISION

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

8. BRAND NAMES

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

9. DEMONSTRATIONS/SAMPLES

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

10. DELIVERY (Non-Construction)

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

11. WARRANTIES, GUARANTEES AND MAINTENANCE

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



12. ACCEPTANCE OF MATERIAL

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

13. BID EVALUATION AND AWARD

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

14. INDEMNIFICATION

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

15. TERMS OF PAYMENT

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

16. LAWS

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

17. EQUIPMENT TAX ASSESSMENT

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

18. AFFIRMATIVE ACTION

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

19. INSURANCE

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

20. EXECUTION OF CONTRACT

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

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

21. TAXES AND TAX EXEMPTION CERTIFICATE

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

22. E-VERIFY

22.1 In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to [www.uscis.gov/everify](http://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: 05/13/19**

**Bid No. 19-149**  
**FOR**

## **Replacement of County Bridges W-122, W-164 & W-174** **County Project No. 19-10**

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. Would the County allow a late start of August 30, 2019, and a late completion of December 31, 2019, for this project?  
The County would accept a late start of August 30, 2019, but the project must be completed by December 15, 2019. The project will continue to be a 123-calendar day project.

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

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

# LANCASTER COUNTY

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

**ADDENDUM #2**  
**Issue Date: 05/13/19**

**Bid No. 19-149**  
**FOR**

## **Replacement of County Bridges W-122, W-164 & W-174** **County Project No. 19-10**

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. Would the County allow a late start of August 30, 2019, and a late completion of December 31, 2019, for this project?  
No, the County would not allow a late start of August 30, 2019, and a late completion of December 31, 2019. However, the County would allow a late start of August 14, 2019, with a completion of December 15, 2019. The project will continue to be a 123-calendar day project.

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

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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 2007 Standard Specifications for Highway Construction. The Nebraska Department of Roads 2007 Standard Specifications for Highway Construction (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.



# LANCASTER COUNTY, NEBRASKA

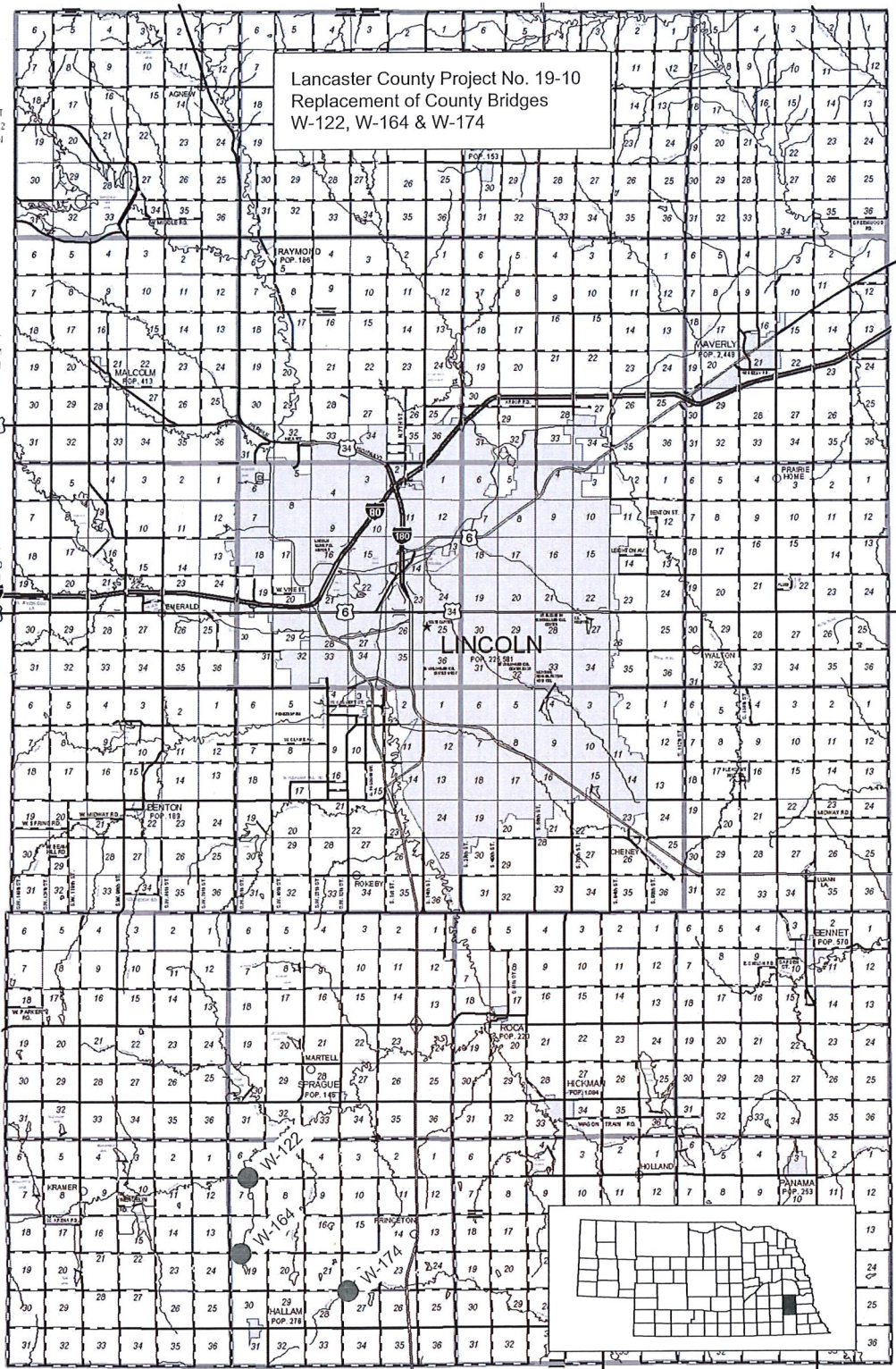


NO SCALE

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

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

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



SW 142ND ST. SW 126TH ST. SW 114TH ST. SW 100TH ST. SW 86TH ST. SW 72ND ST. SW 56TH ST. SW 42ND ST. SW 29TH ST. SW 14TH ST. SW 2ND ST. S. 12TH ST. S. 25TH ST. S. 38TH ST. S. 54TH ST. S. 68TH ST. S. 82ND ST. S. 96TH ST. S. 110TH ST. S. 120TH ST. S. 134TH ST. S. 148TH ST. S. 162ND ST. S. 176TH ST. S. 190TH ST.



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

Bid Information		Contact Information		Ship to Information
Bid Creator	Sharon Mulder Asst Purchasing Agent	Address	Purchasing\City & County	Address
Email	smulder@lincoln.ne.gov		440 S. 8th St.	Contact
Phone	(402) 441-7428		Lincoln, NE 68508	
Fax	(402) 441-6513	Contact	Robert Walla - Purchasing Agent	Department Building
Bid Number	19-149 Addendum 2			
Title	Replacement of County Bridges W-122, W-164 & W-174, Project No. 19-10 (Co. Engineer)	Department Building		Floor/Room Telephone
Bid Type	Bid	Floor/Room		Fax
Issue Date	5/9/2019 12:00 PM (CT)	Telephone	(402) 441-8309	Email
Close Date	5/29/2019 12:00:00 PM (CT)	Fax		
		Email	rwalla@lincoln.ne.gov	

## Supplier Information

Company	Van Kirk Bros. Contracting (Van Kirk Sand & Gravel, Inc.)
Address	PO Box 585 1200 West Ash Sutton, NE 68979
Contact	
Department	
Building	
Floor/Room	
Telephone	(402) 773-5250
Fax	(402) 773-5480
Email	jim@vkbros.net
Submitted	5/29/2019 11:39:11 AM (CT)
Total	\$911,879.15

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

Signature Jim Van Kirk

Email jim@vkbros.net

## Supplier Notes

## Bid Notes

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

## Bid Activities

Date	Name	Description
5/29/2019 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"> <li>1. Additional Insured for CGL Policy- listing Lancaster County.</li> <li>2. Additional Insured for Auto Policy - listing Lancaster County.</li> <li>3. Workers Compensation - Waiver of Subrogation.</li> </ol> <p>Insurance Certificate and required Endorsements are required at time of contract execution by the vendor.</p> <p>Vendors are strongly encouraged to send the insurance requirements and endorsement information to their insurance agent prior to bid close in order to expedite the contract execution process.</p>	Yes
4	NDOR Standard Specs for Hwy Construction	I acknowledge reading and understanding the current Nebraska Department of Road's Standard Specifications for Highway Construction Supplemental Specifications to the Standard Specifications for Highway Construction, view at: <a href="http://www.dor.state.ne.us/ref-man/">http://www.dor.state.ne.us/ref-man/</a>	Yes
5	Work Resume Form	I have attached my Contractor Work Resume Form to this bid if my company has not completed work for Lancaster County in the last 3 years.	Yes
6	Project Schedule Form	I have attached my Project Schedule 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 June 17, 2019 and shall be completed on or before October 18, 2019.	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:	Jim Van Kirk
18	Electronic Signature	Please check here for your electronic signature.	Yes
19	U.S. Citizenship Attestation	Is your company legally considered an Individual or Sole Proprietor: YES or NO As a Vendor who is legally considered an Individual or a Sole Proprietor I hereby understand and agree to comply with the requirements of the United States Citizenship Attestation Form, available at: <a href="http://www.sos.ne.gov/business/notary/citizenforminfo.html">http://www.sos.ne.gov/business/notary/citizenforminfo.html</a>  All awarded Vendors who are legally considered an Individual or a Sole Proprietor must complete the form and submit it with contract documents at time of execution.  If a Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Vendors lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.  Vendor further understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the Contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. 4-108.	No

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



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Line Items

#	Qty	UOM	Description	Response
1	1	Lump Sum	Replacement of County Bridges, Project No. 19-10 - Part I (W-122) on West Panama Rd. - West of SW 42nd St. -- Total Lump Sum attached spreadsheet.	\$334,943.14
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	Replacement of County Bridges, Project No. 19-10 - Part II (W-164) on West Princeton Rd. - East of SW 58th St. -- Total Lump Sum attached spreadsheet.	\$353,772.94
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	Replacement of County Bridges, Project No. 19-10 - Part III (W-174) on West Pella Rd. - East of SW 14th St. -- Total Lump Sum attached spreadsheet.	\$223,163.07
Item Notes: Fill out the itemized Excel spreadsheet attached below. Attach completed spreadsheet on the 'Response Attachments' of your response.				
Supplier Notes:				
Response Total:				\$911,879.15

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Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
	Replacement of County Bridges W-122, W-164 & W-174 Project No. 19-10 - Part I (W-122) On W. Panama Rd. - West of SW 42nd St.				
	<b>Group 1 - Grading</b>				
1	General Clearing And Grubbing	1.00	Lump Sum	\$11,000.00	\$11,000.00
2	Large Tree Removal	1.00	Each	\$500.00	\$500.00
3	Remove And Salvage Bridgerail	60.00	Lin. Ft.	\$10.00	\$600.00
4	Earthwork Measured In Embankment	1,890.00	Cu.Yds.	\$18.00	\$34,020.00
5	Water	8.00	M.Gal	\$25.00	\$200.00
6	Rock RipRap, Type B	120.80	Ton	\$60.00	\$7,248.00
7	Salvaging And Placing Top Soil On Rip-Rap	139.33	Sq.Yds.	\$5.00	\$696.65
8	Crushed Rock Surface Course	42.64	Ton	\$56.00	\$2,387.84
9	Incorporating Crushed Rock Surfacing	1.23	Station	\$600.00	\$738.00
10	Rental Of Crawler-Mounted Hydraulic Excavator, Fully Operated	5.00	Hour	\$135.00	\$675.00
11	Rental Of Front End Loader, Fully Operated	5.00	Hour	\$95.00	\$475.00
12	Rental Of Skid Loader, Fully Operated	5.00	Hour	\$75.00	\$375.00
13	Rental Of Dump Truck, Fully Operated	5.00	Hour	\$115.00	\$575.00
	<b>Total Group 1 =</b>				\$59,490.49
	<b>Group 4 - Culverts</b>				
14	Remove Structure At Sta. 13+87	1.00	Each	\$3,500.00	\$3,500.00
15	Excavation For Box Culverts	1,210.00	Cu.Yds.	\$12.00	\$14,520.00
16	Excavation For Pipe, Pipe-Arch Culverts And Headwalls	4.99	Cu.Yds.	\$85.00	\$424.15
17	Class 47B-3000 Concrete For Box Culverts	279.90	Cu.Yds.	\$455.00	\$127,354.50
18	Class 47B-3000 Concrete For Headwall	1.80	Cu.Yds.	\$950.00	\$1,710.00
19	Reinforcing Steel For Box Culverts	57,255.00	Lbs.	\$1.30	\$74,431.50
20	Reinforcing Steel For Headwalls	104.00	Lbs.	\$2.50	\$260.00
21	Crushed Rock Base Course For Box Culverts	106.50	Cu.Yds.	\$55.00	\$5,857.50
22	Steel Sheet Piling For Turndowns	622.50	Sq.Ft.	\$26.00	\$16,185.00
23	30" Culvert Pipe, Type 3	85.00	Lin. Ft.	\$75.00	\$6,375.00
24	Tapping Concrete Box Culvert	2.00	Each	\$400.00	\$800.00
	<b>Total Group 4 =</b>				\$251,417.65
	<b>Group 5 - Landscaping</b>				
25	Erosion Control, Class 1D	0.12	Acre	\$13,500.00	\$1,620.00
26	Temporary Silt Fence	360.00	Lin. Ft.	\$3.00	\$1,080.00
27	Temporary Erosion Check, Type "Wattle"	100.00	Lin. Ft.	\$3.00	\$300.00
28	Fabric Silt Fence, High Porosity	60.00	Lin. Ft.	\$3.00	\$180.00
29	Fabric Silt Fence, Low Porosity	335.00	Lin. Ft.	\$3.00	\$1,005.00
30	Erosion Checks, Type "Wattle"	90.00	Lin. Ft.	\$3.00	\$270.00
	<b>Total Group 5 =</b>				\$4,455.00
	<b>Group 10 - General</b>				
31	Construction Staking And Surveying	1.00	Lump Sum	\$4,800.00	\$4,800.00
32	Barricades, Type III	720.00	BarrDay	\$3.00	\$2,160.00
33	Construction Signs	720.00	SignDay	\$2.25	\$1,620.00
34	Mobilization	1.00	Lump Sum	\$11,000.00	\$11,000.00
	<b>Total Group 10 =</b>				\$19,580.00
	<b>Total All Groups =</b>				\$334,943.14



Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
Replacement of County Bridges W-122, W-164 & W-174 Project No. 19-10 - Part II (W-164) On West Princeton Rd. - East of SW 58th St.					
<b>Group 1 - Grading</b>					
1	General Clearing And Grubbing	1.00	Lump Sum	\$8,000.00	\$8,000.00
2	Large Tree Removal	1.00	Each	\$500.00	\$500.00
3	Earthwork Measured In Embankment	1,155.00	Cu.Yds.	\$21.00	\$24,255.00
4	Water	8.00	M.Gal	\$25.00	\$200.00
5	Rock RipRap, Type B	104.10	Ton	\$60.00	\$6,246.00
6	Salvaging And Placing Top Soil On Rip-Rap	120.16	Sq.Yds.	\$5.00	\$600.80
7	Crushed Rock Surface Course	115.09	Ton	\$56.00	\$6,445.04
8	Incorporating Crushed Rock Surfacing	3.32	Station	\$600.00	\$1,992.00
9	Rental Of Crawler-Mounted Hydraulic Excavator, Fully Operated	5.00	Hour	\$135.00	\$675.00
10	Rental Of Front End Loader, Fully Operated	5.00	Hour	\$95.00	\$475.00
11	Rental Of Skid Loader, Fully Operated	5.00	Hour	\$75.00	\$375.00
12	Rental Of Dump Truck, Fully Operated	5.00	Hour	\$115.00	\$575.00
<b>Total Group 1 =</b>					\$50,338.84
<b>Group 4 - Culverts</b>					
13	Remove Structure At Sta. 15+36	1.00	Each	\$4,100.00	\$4,100.00
14	Excavation For Box Culverts	982.00	Cu.Yds.	\$12.00	\$11,784.00
15	Excavation For Pipe, Pipe-Arch Culverts And Headwalls	10.64	Cu.Yds.	\$80.00	\$851.20
16	Class 47B-3000 Concrete For Box Culverts	300.80	Cu.Yds.	\$455.00	\$136,864.00
17	Class 47B-3000 Concrete For Headwall	3.20	Cu.Yds.	\$950.00	\$3,040.00
18	Reinforcing Steel For Box Culverts	61,403.00	Lbs.	\$1.30	\$79,823.90
19	Reinforcing Steel For Headwalls	194.00	Lbs.	\$2.50	\$485.00
20	Crushed Rock Base Course For Box Culverts	111.20	Cu.Yds.	\$55.00	\$6,116.00
21	Steel Sheet Piling For Turndowns	622.50	Sq.Ft.	\$26.00	\$16,185.00
22	30" Culvert Pipe, Type 3	205.00	Lin. Ft.	\$75.00	\$15,375.00
23	Tapping Concrete Box Culvert	3.00	Each	\$350.00	\$1,050.00
<b>Total Group 4 =</b>					\$275,674.10
<b>Group 5 - Landscaping</b>					
24	Erosion Control, Class 1D	0.27	Acre	\$13,500.00	\$3,645.00
25	Temporary Silt Fence	360.00	Lin. Ft.	\$3.00	\$1,080.00
26	Temporary Erosion Check, Type "Wattle"	100.00	Lin. Ft.	\$3.00	\$300.00
27	Fabric Silt Fence, High Porosity	95.00	Lin. Ft.	\$3.00	\$285.00
28	Fabric Silt Fence, Low Porosity	720.00	Lin. Ft.	\$3.00	\$2,160.00
29	Erosion Checks, Type "Wattle"	110.00	Lin. Ft.	\$3.00	\$330.00
<b>Total Group 5 =</b>					\$7,800.00
<b>Group 10 - General</b>					
30	Construction Staking And Surveying	1.00	Lump Sum	\$5,180.00	\$5,180.00
31	Barricades, Type III	720.00	BarrDay	\$3.00	\$2,160.00
32	Construction Signs	720.00	SignDay	\$2.25	\$1,620.00
33	Mobilization	1.00	Lump Sum	\$11,000.00	\$11,000.00
<b>Total Group 10 =</b>					\$19,960.00
<b>Total All Groups =</b>					\$353,772.94



Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
	Replacement of County Bridges W-122, W-164 & W-174 Project No. 19-10 - Part III (W-174) On West Pella Rd. - East of SW 14th St.				
	<b>Group 1 - Grading</b>				
1	General Clearing And Grubbing	1.00	Lump Sum	\$8,000.00	\$8,000.00
2	Large Tree Removal	3.00	Each	\$500.00	\$1,500.00
3	Remove And Salvage Bridgerail	48.00	Lin. Ft.	\$10.00	\$480.00
4	Earthwork Measured In Embankment	136.00	Cu.Yds.	\$26.00	\$3,536.00
5	Water	8.00	M.Gal	\$25.00	\$200.00
6	Rock RipRap, Type B	124.40	Ton	\$60.00	\$7,464.00
7	Salvaging And Placing Top Soil On Rip-Rap	143.45	Sq.Yds.	\$5.00	\$717.25
8	Crushed Rock Surface Course	68.87	Ton	\$56.00	\$3,856.72
9	Incorporating Crushed Rock Surfacing	1.90	Station	\$600.00	\$1,140.00
10	Rental Of Crawler-Mounted Hydraulic Excavator, Fully Operated	5.00	Hour	\$135.00	\$675.00
11	Rental Of Front End Loader, Fully Operated	5.00	Hour	\$95.00	\$475.00
12	Rental Of Skid Loader, Fully Operated	5.00	Hour	\$75.00	\$375.00
13	Rental Of Dump Truck, Fully Operated	5.00	Hour	\$115.00	\$575.00
	<b>Total Group 1 =</b>				\$28,993.97
	<b>Group 4 - Culverts</b>				
14	Remove Structure At Sta. 15+29	1.00	Each	\$3,500.00	\$3,500.00
15	Excavation For Box Culverts	1,059.00	Cu.Yds.	\$12.00	\$12,708.00
16	Excavation For Pipe, Pipe-Arch Culverts And Headwalls	18.68	Cu.Yds.	\$45.00	\$840.60
17	Class 47B-3000 Concrete For Box Culverts	190.10	Cu.Yds.	\$439.00	\$83,453.90
18	Class 47B-3000 Concrete For Headwall	1.80	Cu.Yds.	\$950.00	\$1,710.00
19	Reinforcing Steel For Box Culverts	36,192.00	Lbs.	\$1.30	\$47,049.60
20	Reinforcing Steel For Headwalls	104.00	Lbs.	\$2.50	\$260.00
21	Crushed Rock Base Course For Box Culverts	83.60	Cu.Yds.	\$55.00	\$4,598.00
22	Steel Sheet Piling For Turndowns	499.00	Sq.Ft.	\$26.00	\$12,974.00
23	30" Culvert Pipe, Type 3	99.00	Lin. Ft.	\$75.00	\$7,425.00
24	Tapping Concrete Box Culvert	2.00	Each	\$400.00	\$800.00
	<b>Total Group 4 =</b>				\$175,319.10
	<b>Group 5 - Landscaping</b>				
25	Erosion Control, Class 1D	0.11	Acre	\$13,500.00	\$1,485.00
26	Temporary Silt Fence	360.00	Lin. Ft.	\$3.00	\$1,080.00
27	Temporary Erosion Check, Type "Wattle"	100.00	Lin. Ft.	\$3.00	\$300.00
28	Fabric Silt Fence, High Porosity	60.00	Lin. Ft.	\$3.00	\$180.00
29	Fabric Silt Fence, Low Porosity	445.00	Lin. Ft.	\$3.00	\$1,335.00
30	Erosion Checks, Type "Wattle"	90.00	Lin. Ft.	\$3.00	\$270.00
	<b>Total Group 5 =</b>				\$4,650.00
	<b>Group 10 - General</b>				
31	Construction Staking And Surveying	1.00	Lump Sum	\$3,620.00	\$3,620.00
32	Barricades, Type III	720.00	BarrDay	\$3.00	\$2,160.00
33	Construction Signs	720.00	SignDay	\$2.25	\$1,620.00
34	Mobilization	1.00	Lump Sum	\$6,800.00	\$6,800.00
	<b>Total Group 10 =</b>				\$14,200.00
	<b>Total All Groups =</b>				\$223,163.07



CONTRACTOR WORK RESUME FORM  
FOR  
LANCASTER COUNTY, NEBRASKA

PROJECT NO. 19-10

REPLACEMENT OF COUNTY BRIDGES W-122, W-164 & W-174

The following is a list of projects recently completed by Van Kirk Bros. Contracting which are thought to be  
(Firm Name)

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

1. Clay County Clay Co. Box Culverts  
Owner Project Name and/or Number  
1111 W. Fairfield Street 750,000 2018  
Street Address Contract Amount Completion Date  
Clay Center NE 68933  
City State Zip  
Tom Roemmich ( )  
Name Owner's Representative Phone

Replacement of Several Concrete box culverts.  
Brief Description of Work

2. Nebraska Dept. of Transportation STPAA-5516(7)  
Owner Project Name and/or Number  
PO Box 94759 12th St - Elm, 6th Ave Hastings, NE  
Street Address Contract Amount Completion Date  
Lincoln NE 68509  
City State Zip  
Name Owner's Representative Phone

Install culverts, box culverts, pipe, etc.  
Brief Description of Work

3. Webster County Webster Co. Culverts  
Owner Project Name and/or Number  
621 N. Cedar 600,000 2017  
Street Address Contract Amount Completion Date  
Red Cloud NE 68970  
City State Zip  
\_\_\_\_\_  
Name Owner's Representative Phone

Brief Description of Work

Replace several box Culvert Structures.

4. Nebraska Dept. of Transportation Adams West Bridges  
Owner Project Name and/or Number  
PO Box 94759 1,300,000 2018  
Street Address Contract Amount Completion Date  
Lincoln NE 68509  
City State Zip  
\_\_\_\_\_  
Name Owner's Representative Phone

Brief Description of Work

replace box culverts, concrete bridges

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. 19-10

REPLACEMENT OF COUNTY BRIDGES W-122, W-164 & W-174

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 **Monday, June 17, 2019** and to complete all work on or before **Friday, October 18, 2019**. This project will be considered a 123 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.

Bidder shall estimate the chronological order of the work and report accordingly. The Contractor is free to complete the work at the various sites on the project in any order that the Contractor desires. 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 until all work at the site is completed.

The following is the sequence that the bidder proposes to use to complete the work under this Contract. The Contractor will attach this form to the E-Bid in the "Response Attachment" section.

PART NUMBER	ESTIMATED BEGIN DATE	ESTIMATED COMPLETION DATE
I	08-14-2019	09-13-2019
II	09-16-2019	11-01-2019
III	11-04-2019	12-15-2019

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 either a barricade plan or a detour plan will be properly erected prior to commencing work at a particular construction site.

Construction may not begin until all permits required to authorize construction of the project have been obtained by the Lancaster County Engineering Department.

**REVISIONS, AMENDMENTS AND/OR SUPPLEMENTS TO THE STANDARD SPECIFICATIONS**

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

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

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

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

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

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

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

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

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

**QUALIFICATION OF BIDDERS.**

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

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

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

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

Section 102, Article 102.10 Paragraphs 1 and 2: These sections of the Standard Specification are null and void and will be replaced with the following:

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

Section 102, Article 102.11 Paragraphs 1(b), 1(c), 1(e), 1(f), 1(g), 1(h), and 1(l): These sections of the Standard Specifications are null and void.

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

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

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

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

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



SPECIAL PROVISIONS FOR PROJECT NO. 19-10; REPLACEMENT OF COUNTY BRIDGES W-122, W-164 & W-174  
Page 2

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	This section of the Standard Specifications is null and void.

**PROJECT SCHEDULE, SUPPLIERS AND SUBLETTING**

**PRECONSTRUCTION CONFERENCE**

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

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

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...)

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.

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.

**SUBLETTING OR ASSIGNMENT OF THE CONTRACT**

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

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

### INDEPENDENT CONTRACTOR

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

### 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.

The Contractor shall perform all excavation in accordance with the requirements in the One-Call Notification System Act. To arrange for utilities to locate and flag their underground facilities, contact:

**Diggers Hotline of Nebraska at 1-800-331-5666 or dial 811.**

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

### SURVEYING

#### CONSTRUCTION SURVEYING

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

The Contractor shall be responsible for the preservation of all stakes and marks.



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

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

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

The Contractor will be allowed to close the road to all but local traffic at each site while pursuing the work on the contract.

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

The Contractor may complete the box culvert work in this contract any time during the period specified in the proposal. However, once construction has begun at a particular culvert site, the Contractor will complete all work at that site within the time periods(s) specified on the Project Schedule Form.

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

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

### TRAFFIC CONTROL

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

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

### PROVISIONS FOR TRAFFIC

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

### BARRICADES

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

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

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

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

### CONSTRUCTION SIGNS

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

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

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

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

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

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

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

### FLAGGER

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



**CLEARING AND GRUBBING**

**GENERAL**

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

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

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

**REMOVAL**

**REMOVAL OF EXISTING BRIDGE(S)**

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

The existing abutments and bents (if applicable) shall be entirely removed.

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

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

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

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

**REMOVAL OF LEAD PLATES**

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

#### REMOVAL OF LEAD BASED PAINT

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

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

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

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

#### EXCAVATION AND EMBANKMENT

##### EXCAVATION

All excavation shall be removed and replaced with an approved material. All excavated material becomes the property of the Contractor.

This work will not be paid for directly but **shall be considered subsidiary to the Item "Earthwork Measured in Embankment"**.

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

*Section 205.03, Paragraph 3 of the Standard Specifications* shall be considered null and void and replaced with the following:

The contractor shall be required to furnish an approved borrow material from an offsite location unless otherwise approved by the Engineer

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

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

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

The overlap of removal excavation volume with an excavation volume required to construct new work will be deducted by subtracting the overlapping removal excavation volume from the new work excavation volume. Overlapping excavation volumes will be measured and deducted from the pay volumes so that a volume is only paid for once.

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



UNSUITABLE MATERIAL

In accordance with *Section 702.03 paragraph 1) Subsection b. (2) of the Standard Specifications*:

If unsuitable soil is encountered at the elevation established for the bottom of the excavation, the excavation shall be continued to a width and depth designated by the Engineer. The unsuitable material shall be disposed as directed by the Engineer. The additional volumes excavated shall be replaced with "Granular Backfill" meeting the requirements specified in Section 1033.02, Paragraphs 1. and 2. and 3. or 6. and the requirements in Tables 1033.02A or 1033.06 is acceptable. "Clay lump" and "mortar-making" properties do not apply.

*Section 203.01, Subsection 14. Part g)* of the Standard Specifications for Highway Construction shall be considered to be null and void and is replaced with the following:

The material shall be compacted to optimal stiffness as defined by a deflection target value established by the Engineer. The moisture content of the soil in each layer shall be adjusted, if necessary, such that it is in conformance with the percent moisture established by the Engineer.

In accordance with *Section 702.04 Paragraph 6. d. of the Standard Specifications*:

The quantities of unsuitable material excavated beyond the excavation limits shown in the contract and removed at the direction of the Engineer will be paid as "extra work."

In accordance with *Section 205.05 paragraph 10 subsection a) of the Standard Specifications*:

When unsuitably wet soil is removed and replaced, the volume of wet soil removed **shall be paid for at 2 times the quantity removed for the relevant pay item** when the relevant pay item for that particular section is "Excavation", "Excavation Borrow", or "Earthwork Measured in Embankment".

In accordance with *Section 702.05 Paragraph 8. of the Standard Specifications*:

When compacted approved granular material, crushed rock or crushed concrete is placed for a structure foundation, payment will be "Granular Backfill".

When "Granular Backfill" is not included in the Bid Proposal Schedule of Items and is the required backfill material to replace unsuitably wet material approved by the Engineer for removal, then the unit price for the replacement granular backfill shall be a negotiated unit price.

Gravel or crushed rock will **not** be paid for as "extra work" when placed at the bottom of a foundation if the material is not required structurally and is being provided solely as a good working platform for the Contractor.

DEWATERING EXCAVATION(S)

The Contractor will note that some work sites in this contract may have standing water under the existing culvert or bridge. If water is encountered, the Contractor shall dewater the excavation and the saturated unstable material shall be removed from the base. If a suitable draining or pumping procedure cannot produce a dry area, an approved granular material shall be deposited to an elevation above the water level.

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

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

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

EARTHWORK MEASURED IN EMBANKMENT

The Contractor will be required to furnish Borrow on this project

Payment shall be made at the contract unit price by the cubic yard as shown in the pay quantities. No balance factor has been applied to the pay quantity of this item. The Contractor must estimate and add to the contract quantities allowance for settlement, shrinkage, consolidation, waste, and other conditions to determine the actual excavation volume.

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

All embankments in this contract shall be considered to be Class III.

Driveway embankments shall be considered to be Class I.

RIPRAP AND TOPSOIL

PLACING ROCK RIPRAP, TYPE(S) "B"

The Contractor will exercise caution while placing the riprap material to avoid damage to structure. Any structural damage caused by the Contractor will be his responsibility and will be repaired at his expense.

SALVAGING AND PLACING TOPSOIL

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

Section 207.01 will be amended to read:

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

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

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

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

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

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



**EROSION AND SEDIMENT CONTROL**

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

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

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

The permanent erosion/sedimentation control measures will consist of Erosion Control, Class 1-D, "Fabric Silt Fence, High Porosity", "Fabric Silt Fence, Low Porosity" and "Erosion Checks, Type "Wattle". This work will be done as soon as practical after completion of the rip-rap installation and final grading work.

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

All erosion checks shall be biodegradable.

**Table A  
 Slope Erosion Control Usage Chart**

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

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

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

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

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

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

**Table C**

Product Type	Product Description	Material Composition	Functional Longevity	Blanket Size		Acceptable Matrix Fill Material	Mass Per Unit Area ASTM D6475	Minimum Size of Net Openings	Minimum Light Penetration ASTM D6587
				Minimum Roll Width	Minimum Thickness ASTM D 6525				
<b>Class 1 – Degradable Blankets</b>									
A	Slope Protection Netting	A photodegradable black synthetic mesh.	24 Months	6.5' (2.0 m)	N/A	N/A	2.2 lbs./1000 sf	0.75"x0.75"	N/A
B	Lt. Wt. Quick Degrading Erosion Control Blanket	Processed degradable natural and/or polymer fibers mechanically bound together by a single rapidly degrading, synthetic or natural fiber netting.	3 Months	4.0'	0.25" (6.35 mm)	Straw or Excelsior	0.40 lbs/sy	0.50"x0.50" (12.7 mm x 12.7 mm)	10%
C	Lt. Wt. Single Net Erosion Control Blanket	Processed degradable natural fibers mechanically bound together by a single degradable, synthetic or natural fiber netting.	12 Months	6.5' (2.0 m)	0.25" (6.35 mm)	Straw or Excelsior	0.50 lbs/sy (0.25 kg/sm)	0.50"x0.50" (12.7 mm x 12.7 mm)	7%
D	Lt. Wt. Double Net Erosion Control Blanket	Processed degradable natural fibers mechanically bound together between two degradable, synthetic or natural fiber nettings.	12 Months	6.5' (2.0 m)	0.25" (6.35 mm)	Straw or Excelsior	0.50 lbs/sy (0.27 kg/sm)	0.50"x0.50" (12.7 mm x 12.7 mm)	7%
E	Med. Wt. Double Net Erosion Control Blanket	An erosion control blanket composed of degradable natural fibers and/or processed slow degrading natural fibers mechanically bound together between two slow degrading synthetic or natural fiber nettings to form a continuous matrix. A minimum of 60% of the matrix. A minimum of 60% of the matrix must consist of fibers proven to last a minimum of 24 months.	24 Months	6.5' (2.0 m)	0.25" (6.35 mm)	Straw/Coconut, Excelsior, or Coconut Fibers	0.50lbs/sy (0.27 kg/sm)	0.50"x0.50" (12.7 mm x 12.7 mm)	7%
F	Heavy Duty Erosion Control Blanket	An erosion control blanket composed of degradable natural fibers and/or processed slow degrading natural fibers mechanically bound together between two slow degrading synthetic or natural fiber nettings to form a continuous matrix.	36 Months	6.5' (2.0 m)	0.25" (6.35 mm)	Coconut Fibers	0.50 lbs/sy (0.27 kg/sm)	0.50"x0.50" (12.7 mm x 12.7 mm)	7%

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



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

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

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

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

Product Type	Product Description	Material Composition	Functional Longevity	Slope Application		Channel Application	Minimum Tensile Strength ASTM D 5035
				Maximum Gradient	"C" Factor		
<b>Class 1 – Degradable Blankets</b>							
A	Slope Protection Netting	A photodegradable synthetic mesh or woven biodegradable natural fiber netting.	12 Months	3:1	N/A	N/A	N/A
B	Lt. Wt. Quick Degrading Blanket	Processed degradable natural and/or polymer fibers mechanically bound together by a single rapidly degrading, synthetic or natural fiber netting.	3 Months	3:1	≤0.15@3:1	N/A	N/A
C	Lt. Wt. Single Net Erosion Control Blanket	Processed degradable natural and/or polymer fibers mechanically bound together by a single degradable synthetic or natural fiber netting.	12 Months	3:1	≤0.15@3:1	N/A	N/A
D	Lt. Wt. Double Net Erosion Control Blanket	Processed degradable natural and/or polymer fibers mechanically bound together between two degradable synthetic or natural fiber nettings.	12 Months	2:1	≤0.20@2:1	1.75 lbs/sf (84 Pa)	75 lbs/ft (1.09 kN/m)
E	Med. Wt. Double Net Erosion Control Blanket	An erosion control blanket composed of processed slow degrading natural or polymer fibers mechanically bound together between two slow degrading synthetic or natural fiber nettings to form a continuous matrix.	24 Months	1.5:1	≤0.25@1.5:1	2.00 lbs/sf (96 Pa)	100 lbs/ft (1.45 kN/m)
F	Heavy Duty Erosion Control Blanket	An erosion control blanket composed of processed slow degrading natural or polymer fibers mechanically bound together between two slow degrading synthetic or natural fiber nettings to form a continuous matrix or an open weave textile composed of processed slow degrading natural or polymer yarns or twines woven into a continuous matrix.	36 Months	1:1	≤0.25@1:1	2.25 lbs/sf (108Pa)	100 lbs/ft (1.82 kNm)

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

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

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

The Contractor will be required to develop and submit at the pre-construction conference a Temporary Erosion/Sedimentation Control Plan. These measures shall be installed by the Contractor as soon as possible after mobilization to the project site. The Contractor or his subcontractor will be required to maintain the permanent erosion/sedimentation control measures on this project until acceptance of the work by the engineer.

Permanent erosion/sedimentation control features shall be incorporated into the project at earliest practical time at locations as directed by the project engineer.

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

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

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

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

**PIPE**

**CORRUGATED CULVERT PIPE MANUFACTURE AND CONNECTING BANDS FOR CULVERT PIPE**

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

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



REPAIR OF DAMAGED METALLIC COATINGS ON CULVERT PIPE

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

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

CONCRETE BOX CULVERTS

CRUSHED ROCK BASE COURSE FOR BOX CULVERTS

The work covered in this section of the Special Provisions will include furnishing all labor, materials, equipment, fabrication, transportation, supplies, tools, supervision, and other incidentals necessary to provide and install a crushed rock base course beneath box culverts, in accordance with the Plans.

The Contractor will supply crushed rock conforming with requirements of *Section 1033, Paragraph 1, 2, 7f, 7g, 7h and Table 1033.08 of the Standard Specifications*.

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

The Contractor will be permitted to substitute crushed concrete for the crushed rock described above. The crushed concrete will conform with the requirements of *Section 1033, Paragraph 9, Table 1033.11*.

TAPPING CONCRETE BOX CULVERT

Section 723 of the Standard Specifications for Highway Construction is null and void but shall be amended to read as follows:

Subsection 723.01 – Description

This item shall consist of all work that is necessary to provide openings in new or existing drainage or sewer facilities and for new connections into these structures at the locations and dimensions specified in the plans or as ordered by the Engineer.

Subsection 723.02 – Construction Methods

The junctions of the pipes and structures shall be sealed and cut flush in a neat and workman-like manner in accordance with the plans or as directed or approved by the Engineer. This work will be limited to tapping culvert pipe into box culvert wings or box culvert barrels as shown on the plans. The 6' Stub-out for Tap Pipe shall be cast in place at the time the wing concrete is poured. Stub-out shall be supported until wing is backfilled.

Subsection 723.03 – Method of Measurement and Basis of Payment

The completed work, accepted by the Engineer, will be measured for payment as single units of work regardless of the size of the pipe and structures involved and will be paid for at the contract unit price per each for the item "Tapping Concrete Box Culvert". This price shall be full compensation for all labor, equipment, materials, tools, and incidentals necessary to complete the work.

The Contractor will field bend or clip all reinforcing steel in the box culvert barrel or wing to provide a minimum of 2" clearance. The Contractor will furnish the additional reinforcing bars, shown on the plan, around the culvert pipes whose outlets are tapped into the box culvert barrel or wing.

The work of field bending or clipping reinforcing steel and furnishing and installing additional reinforcing bars around penetrations in box culverts or other structures will not be paid for directly; it will be considered subsidiary to items of work for which direct payment is made.

### STEEL PILING FOR "TURNDOWN" CONSTRUCTION

The Contractor is hereby notified that turndowns will be constructed of 5'-0" long 7 gauge steel sheet pile and reinforced as shown on the plans. The use of concrete turndown construction will not be allowed on this Contract.

### SURFACING

#### INCORPORATING CRUSHED ROCK SURFACING

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

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

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

#### CRUSHED ROCK SURFACE COURSE

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

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

The Contractor will be compensated for the work described in this section of the Special Provisions at the contract unit price per ton for the item "Crushed Rock Surface Course". The price will be considered full and complete compensation for the work described herein F9.3

### REVEGETATION

#### REVEGETATION PLAN FOR PROJECT SITES IN THIS CONTRACT

All areas protected by rock riprap, (exclusive of those areas beneath a bridge) will be topsoiled, fertilized, seeded, and protected by erosion control above the ordinary water line.

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

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

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

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

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

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



SEEDING

The following seed mixture shall be used for seeding work indicated in the Plans:

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

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

FERTILIZER

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

Rate of application of commercial inorganic fertilizer shall be:

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

MULCH

Hydromulching methods may be substituted for other erosion control methods as approved by the project engineer.

HYDROMULCHING

Description

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

Material Requirements

Hydromulch will be selected from the NDOT Approved Products List.

Hydromulch shall be of type Bonded Fiber Matrix (BFM)

Hydromulch shall be designed to be functional for a minimum of 6 months.

Hydromulch shall be delivered to the site in packaging that clearly identifies the manufacturer, type of hydromulch and weight per bag.

The Contractor shall provide the necessary water required for the hydromulching operation.

Construction Methods

The Contractor shall apply the hydromulch within 24 hours after planting the seed or as directed by the Engineer. The hydromulch shall be applied uniformly over tilled areas with a hydromulch machine.

Application Rates

Hydromulch shall be applied at the rate recommended by the manufacturer based on the gradient of the slope it is being applied to.

The Engineer may direct the Contractor, in writing, to adjust the application rate resulting in an increase or decrease the required tons of hydromulch.

The Contractor shall refer to the manufacturer's recommendations for appropriate matrix to water ratios.

Hydromulch shall be applied in such a way as to provide for complete and uniform coverage. The Contractor shall apply the hydromulch from opposing directions or as directed by the Engineer.

Method of Measurement

Hydromulch is measured by the ton.

The weight of hydromulch applied will be computed on the basis of the weight per bag multiplied by the number of bags used.

Basis of Payment

Pay Item: Hydromulch

Pay Unit: Ton

Final Quantity Determination

If the computed tons of the hydromulch applied are within 5 percent (+/-) of the tons required as determined by the approved application rate, the final pay quantity will be the computed weight.

If the computed tons of the hydromulch applied are less than 95 percent of the tons required as determined by the approved application rate, the Contractor shall apply additional hydromulch at locations as directed by the Engineer. The final pay quantity will be the computed weight after the additional application has been applied and will not exceed 105 percent of the tons required as determined by the approved application rate.

If the computed quantity of the hydromulch applied exceeds 105 percent of the tons required as determined by the approved application rate, the final pay quantity will not exceed 105 percent of the tons required as determined by the approved application rate.

If upon visual inspection, the Engineer determines that the hydromulch application is "light" in some areas, even though the required tons as determined by the approved application rate was applied to the overall area of application, the Contractor shall apply additional hydromulch as directed by the Engineer. The final pay quantity will be the computed weight after the additional application has been applied and will not exceed 105 percent of the tons required as determined by the approved application rate. The quantity of hydromulch applied that is in excess of 105 percent of the tons required as determined by the approved application rate shall be at no additional cost to the County.

Direct payment for water incorporated into the hydromulch will not be made. Water is subsidiary to the item of Hydromulch.

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



PAYMENT OF SEEDING/FERTILIZER

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

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

PERMITS

NATIONWIDE PERMIT

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

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

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

CONCRETE CONSTRUCTION

PAYMENT DEDUCTIONS

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

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

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

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

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

OR

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

MISCELLANEOUS NOTES

FUEL COST ADJUSTMENT

Section 205.05 Paragraph 16 is null and void.

SALE TAX EXEMPT STATUS

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

**WEED-FREE STANDARDS**

**NEBRASKA WEED-FREE/GRAVEL/BORROW PIT STANDARDS**

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

This obligation may be met by contacting:

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

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

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



# Nebraska Weed-Free Gravel / Borrow Pit Minimum Standards

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

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

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

The inspector will follow the following inspection procedures:

- a) The entire border shall be walked or driven.
- b) All storage areas, gravel/sand piles shall also be inspected and meet the standards.
- c) Around all equipment, crushers, and working areas must be inspected to meet the standards.
- d) Areas shall be inspected regularly at least twice a year in the growing season.
- e) 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.

PROJECT NO.	SHEET NO.
19-10	

# BARRICADE AND DETOUR PLAN

SITES: W-122

## SIGN TYPE

R11-2 ROAD CLOSED	W20-3b ROAD CLOSED 500 FT
R11-3a ROAD CLOSED 1/2 MILES AHEAD LOCAL TRAFFIC ONLY	W20-3a ROAD CLOSED AHEAD
R11-4 ROAD CLOSED TO THRU TRAFFIC	W20-2a DETOUR AHEAD
R11-2a BRIDGE OUT	W20-1a ROAD WORK AHEAD
M4-9L DETOUR (Left Arrow)	W20-8 BE PREPARED TO STOP
M4-9R DETOUR (Right Arrow)	W20-7 PEDESTRIAN AHEAD
M4-9S DETOUR (Straight Arrow)	( ) FEET
M4-8a END DETOUR	W20-7a FLAGGER AHEAD
**_** COUNTY ROAD	W20-4a ONE LANE ROAD AHEAD
	W21-5a SHOLDER WORK AHEAD

## LEGEND

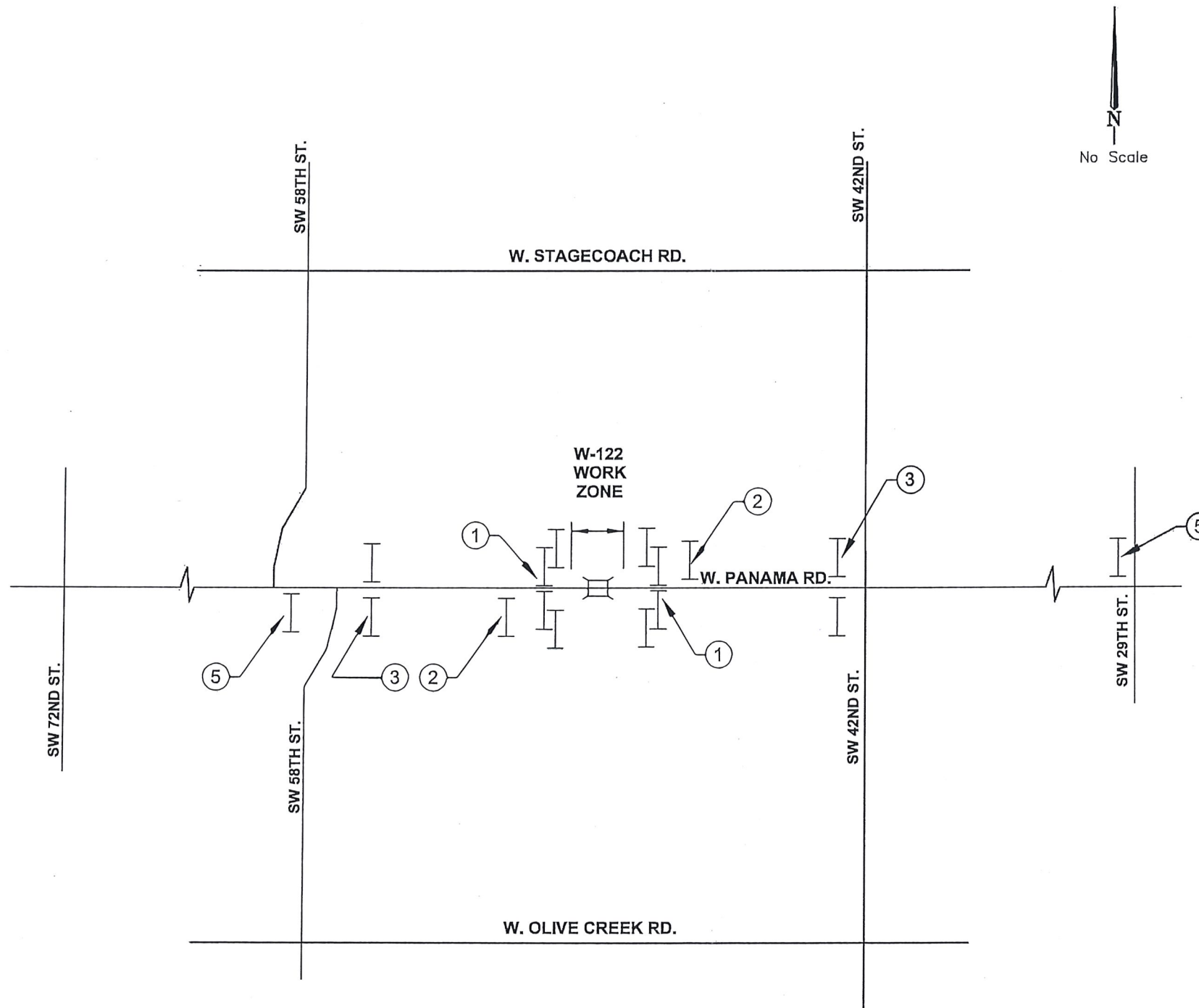
SHEET NO.	DESCRIPTION
①	ROAD CLOSED (R11-2)
②	ROAD CLOSED 500' AHEAD (W20-3b)
③	ROAD CLOSED 1/2 MILES AHEAD (R11-3a) LOCAL TRAFFIC ONLY
④	ROAD CLOSED TO THRU TRAFFIC (R11-4)
⑤	ROAD CLOSED AHEAD (W20-3a)
⑥	ROAD WORK AHEAD (W20-1a)
⑦	DETOUR AHEAD (W20-2a)
⑧	DETOUR "LEFT ARROW" (M4-9L)
⑨	DETOUR "RIGHT ARROW" (M4-9R)
⑩	DETOUR "STRAIGHT ARROW" (M4-9S)
⑪	END DETOUR (M4-8a)
⑫	FLAGGER AHEAD (W20-7a)
⑬	BE PREPARED TO STOP (W20-8)
⑭	"FLAGGER SYMBOL" (W20-7)
⑮	ONE LANE ROAD AHEAD (W20-4)
⑯	" " (**_**)

- FLAGMAN
- TRAFFIC DRUM
- 42" REFLECTORIZED CONE
- BARRICADE, TYPE III; WITH TYPE "A" LIGHT
- BARRICADE, TYPE II; WITH TYPE "A" LIGHT
- SIGN STAND OR SIGN MOUNTED ON WOOD POST

BARRICADES, TYPE III 16 BARR.DAY/DAY  
 BARRICADES, TYPE II 0 BARR.DAY/DAY  
 CONSTRUCTION SIGNS 8 SIGN DAY/DAY  
 NON-STANDARD SIGNS (NO PAY ITEM)  
 \*\* NON-STANDARD SIGNS PROVIDED BY COUNTY



# TRAFFIC CONTROL





PROJECT NO.	SHEET NO.
19-10	

# BARRICADE AND DETOUR PLAN

SITES: W-164

## SIGN TYPE

R11-2 	W20-3b 
R11-3a 	W20-3a 
R11-4 	W20-2a 
R11-2a 	W20-1a 
M4-9L 	W20-8 
M4-9R 	W20-7 
M4-9S 	W20-7a 
M4-8a 	W20-4a 
**_** 	W21-5a 

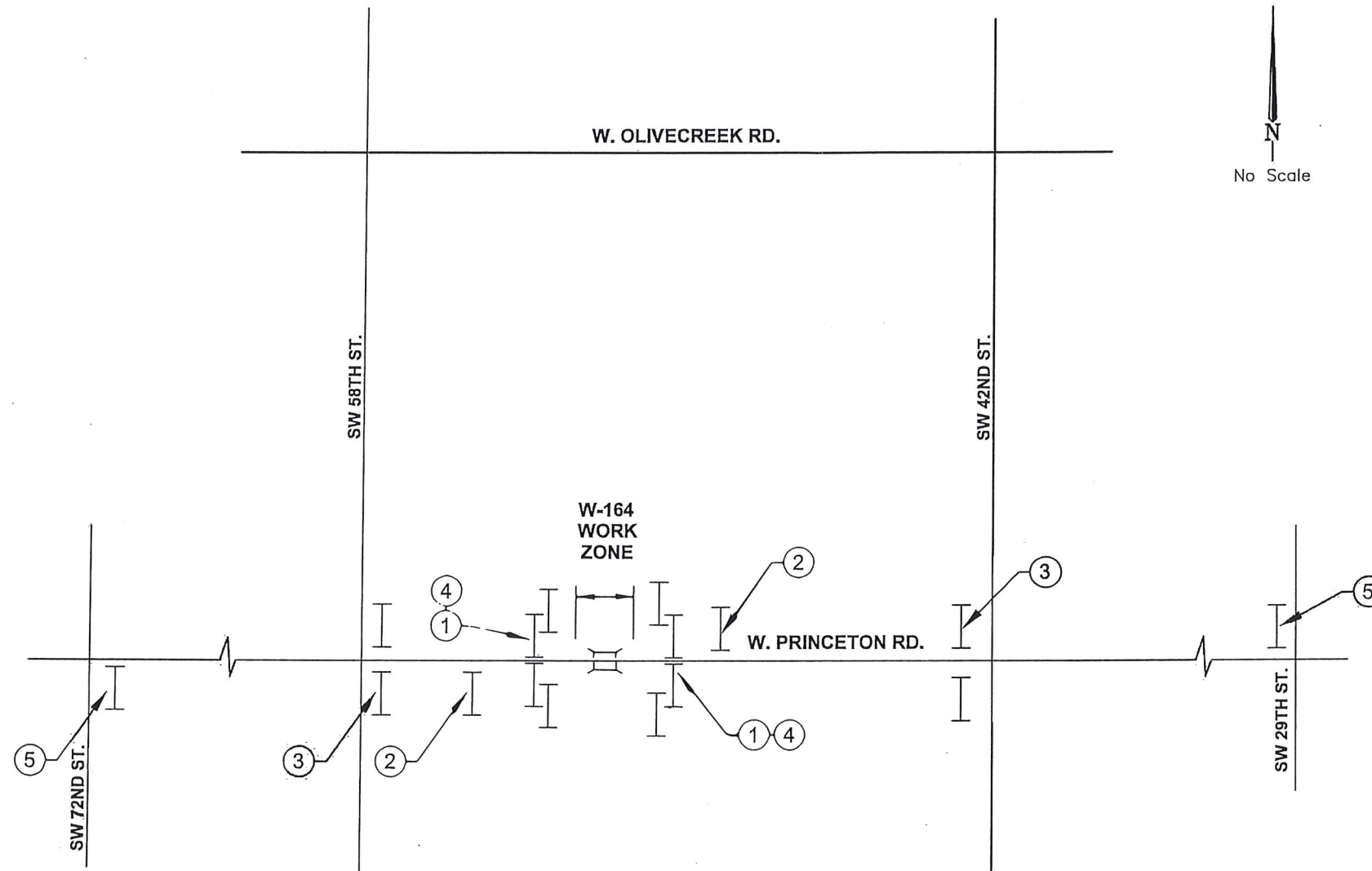
## LEGEND

SHEET NO.	DESCRIPTION
①	ROAD CLOSED (R11-2)
②	ROAD CLOSED 500' AHEAD (W20-3b)
③	ROAD CLOSED 1/2 MILES AHEAD (R11-3a) LOCAL TRAFFIC ONLY
④	BRIDGE OUT (R11-2A)
⑤	ROAD CLOSED AHEAD (W20-3a)
⑥	ROAD WORK AHEAD (W20-1a)
⑦	DETOUR AHEAD (W20-2a)
⑧	DETOUR "LEFT ARROW" (M4-9L)
⑨	DETOUR "RIGHT ARROW" (M4-9R)
⑩	DETOUR "STRAIGHT ARROW" (M4-9S)
⑪	END DETOUR (M4-8a)
⑫	FLAGGER AHEAD (W20-7a)
⑬	BE PREPARED TO STOP (W20-8)
⑭	"FLAGGER SYMBOL" (W20-7)
⑮	ONE LANE ROAD AHEAD (W20-4)
⑯	" " (**_**)

	FLAGMAN
	TRAFFIC DRUM
	42" REFLECTORIZED CONE
	BARRICADE, TYPE III; WITH TYPE "A" LIGHT
	BARRICADE, TYPE II; WITH TYPE "A" LIGHT
	SIGN STAND OR SIGN MOUNTED ON WOOD POST

BARRICADES, TYPE III 16 BARR.DAY/DAY  
 BARRICADES, TYPE II 0 BARR.DAY/DAY  
 CONSTRUCTION SIGNS 10 SIGN DAY/DAY  
 NON-STANDARD SIGNS (NO PAY ITEM)  
 \*\* NON-STANDARD SIGNS PROVIDED BY COUNTY



**TRAFFIC CONTROL**

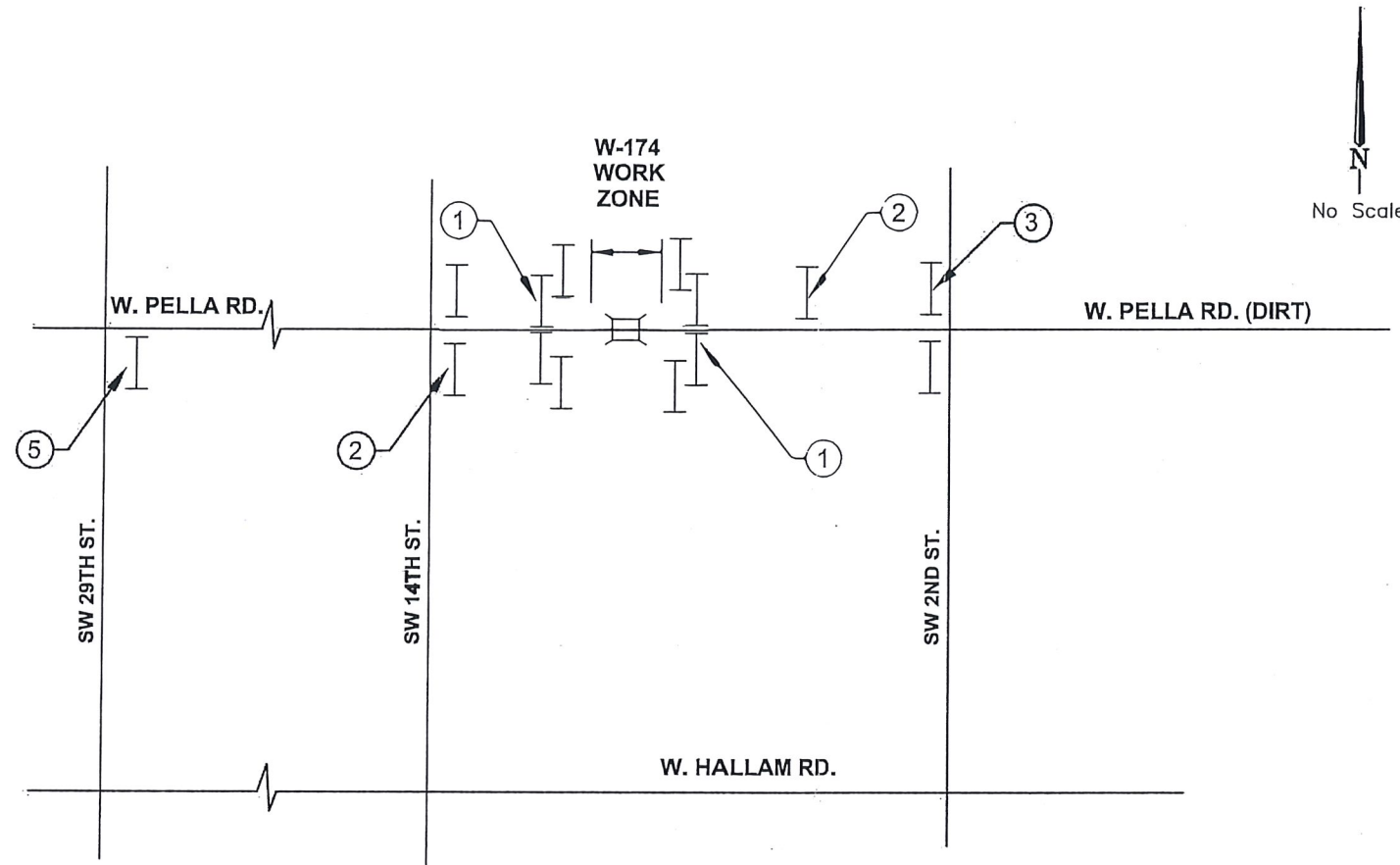
PROJECT NO.	SHEET NO.
19-10	

# BARRICADE AND DETOUR PLAN

SITES: W-174

## SIGN TYPE

R11-2 ROAD CLOSED	W20-3b ROAD CLOSED 500 FT
R11-3a ROAD CLOSED 1/2 MILES AHEAD LOCAL TRAFFIC ONLY	W20-3a ROAD CLOSED AHEAD
R11-4 ROAD CLOSED TO THRU TRAFFIC	W20-2a DETOUR AHEAD
R11-2a BRIDGE OUT	W20-1a ROAD WORK AHEAD
M4-9L DETOUR	W20-8 BE PREPARED TO STOP
M4-9R DETOUR	W20-7 [WORKER SIGN]
M4-9S DETOUR	[FEET SIGN]
M4-8a END DETOUR	W20-7a FLAGGER AHEAD
**_** COUNTY ROAD	W20-4a ONE LANE ROAD AHEAD
	W21-5a SHOLDER WORK AHEAD



## LEGEND

SHEET NO.	DESCRIPTION
①	ROAD CLOSED (R11-2)
②	ROAD CLOSED 500' AHEAD (W20-3b)
③	ROAD CLOSED 1/2 MILES AHEAD (R11-3a) LOCAL TRAFFIC ONLY
④	ROAD CLOSED TO THRU TRAFFIC (R11-4)
⑤	ROAD CLOSED AHEAD (W20-3a)
⑥	ROAD WORK AHEAD (W20-1a)
⑦	DETOUR AHEAD (W20-2a)
⑧	DETOUR "LEFT ARROW" (M4-9L)
⑨	DETOUR "RIGHT ARROW" (M4-9R)
⑩	DETOUR "STRAIGHT ARROW" (M4-9S)
⑪	END DETOUR (M4-8a)
⑫	FLAGGER AHEAD (W20-7a)
⑬	BE PREPARED TO STOP (W20-8)
⑭	"FLAGGER SYMBOL" (W20-7)
⑮	ONE LANE ROAD AHEAD (W20-4)
⑯	" " (**_**)

- FLAGMAN
- TRAFFIC DRUM
- 42" REFLECTORIZED CONE
- BARRICADE, TYPE III; WITH TYPE "A" LIGHT
- BARRICADE, TYPE II; WITH TYPE "A" LIGHT
- SIGN STAND OR SIGN MOUNTED ON WOOD POST

BARRICADES, TYPE III 14 BARR.DAY/DAY  
 BARRICADES, TYPE II 0 BARR.DAY/DAY  
 CONSTRUCTION SIGNS 6 SIGN DAY/DAY  
 NON-STANDARD SIGNS (NO PAY ITEM)  
 \*\* NON-STANDARD SIGNS PROVIDED BY COUNTY



# TRAFFIC CONTROL



PERFORMANCE AND LABOR AND MATERIAL PAYMENT BOND

Bond No. 138504

KNOW ALL MEN BY THESE PRESENTS, that we, Van Kirk Bros Contracting as principal, hereinafter referred to as "Contractor," and Universal Surety Company, a corporate surety company authorized to transact business in the State of Nebraska as surety, hereinafter referred to as "Surety," are held and firmly bound unto the County of Lancaster, Nebraska, hereinafter referred to as "County," in the penal sum of \_\_\_\_\_ \* \_\_\_\_\_ Dollars and \_\_\_\_\_ /100 (\$\$911,879.15) 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.

\* Nine Hundred Eleven Thousand Eight Hundred Seventy-nine And 15/100

THE CONDITION OF THIS OBLIGATION is such that whereas, the Contractor has entered into a certain contract with the County, dated \_\_\_\_\_, \_\_\_\_\_, which contract hereby defined to include all contract documents (instructions to bidders, the accepted bid proposal, special and general conditions, specifications, and drawings) is by reference hereby made a part hereof and is hereinafter referred to as "Contract" for Project No. Nebraska. Project No.19-10, Replacement of County Bridges W-122, W-164, W-174, Lancaster Co. Nebraska

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

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

IN WITNESS WHEREOF, this bond is executed this 19th day of June, 2019

Melissa Schudemann  
Witness  
PO Box 585, Sutton, NE 68979  
Address

Kara Stage  
Witness  
735 S. 56th St Lincoln, NE 68510  
Address

Van Kirk Bros Contracting  
Contractor  
[Signature]  
President  
P.O. Box 585 Sutton, NE 68979  
Address

Universal Surety Company  
Surety  
[Signature]  
Attorney-in-fact Thomas L. King  
735 S. 56th St Lincoln, NE 68510  
Address

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

# UNIVERSAL SURETY COMPANY

Lincoln, Nebraska

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, UNIVERSAL SURETY COMPANY has caused these presents to be signed by its President and its corporate seal to be hereunto affixed this 16th day of February, 20 18.

*Carol J. Clark*

UNIVERSAL SURETY COMPANY

*Curt L. Hartter*



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

By

President

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

*Tara Martin*



My Commission Expires February 16, 2022.

Notary Public

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

Signed and sealed at the City of Lincoln, Nebraska this 19th day of June, 20 19.

*Philip C. Abel*

Director





 **ATA** Document A310™ – 2010

**Bid Bond**

**CONTRACTOR:**  
*(Name, legal status and address)*  
Van Kirk Bros Contracting  
P O Box 585  
Sutton, NE 68979

**SURETY:**  
*(Name, legal status and principal place of business)* Universal Surety Company  
P O Box 80468  
Lincoln, NE 68501

**OWNER:**  
*(Name, legal status and address)*  
Lancaster County, Nebraska  
555 South 10th Street, Room 102  
Lincoln, NE 68508

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

**PROJECT:**  
*(Name, location or address, and Project number, if any)*

Project No.19-10, Replacement of County Bridges W-122, W-164, W-174, Project Number, if any:  
Lancaster Co. Nebraska

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

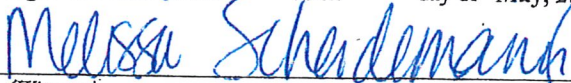
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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

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

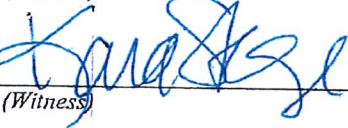
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement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

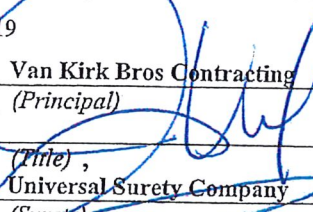
Signed and sealed this 29th day of May, 2019

  
*(Witness)*

Van Kirk Bros Contracting  
*(Principal)*

*(Seal)*

  
*(Witness)*

  
Universal Surety Company  
*(Surety)*

*(Seal)*

*(Title)* James M. King, Attorney-in-Fact

Init.

# UNIVERSAL SURETY COMPANY

Lincoln, Nebraska

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, UNIVERSAL SURETY COMPANY has caused these presents to be signed by its President and its corporate seal to be hereunto affixed this 16th day of February, 20 18.

*Carol J. Clark*

UNIVERSAL SURETY COMPANY

*Curt L. Hartter*

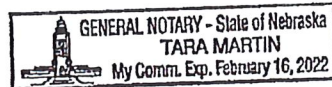


State of Nebraska } Secretary/Treasurer By  
County of } ss. Lancaster

President

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

*Tara Martin*



My Commission Expires February 16, 2022.

Notary Public

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

Signed and sealed at the City of Lincoln, Nebraska this 29th day of May, 20 19.

*Philip C. Abel*

Director





## CONTRACT AGREEMENT

### RE: PURCHASING AGENT APPOINTMENT

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

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

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

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

# Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption

Name and Mailing Address of Purchaser			Name and Mailing Address of Seller		
Name Lancaster County			Name Van Kirk Brothers Contracting		
Legal Name					
Street or Other Mailing Address 555 S. 10th St.			Street or Other Mailing Address 1200 West Ash PO Box 585		
City Lincoln	State NE	Zip Code 68508	City Sutton,	State NE	Zip Code 68979

**Check Type of Certificate**

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

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

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

**Section A — Nebraska Resale Certificate**

Description of Property or Service Purchased

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

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

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

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

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

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

**Section B — Nebraska Exempt Sale Certificate**

The basis for this exemption is exemption category   1   (See the list of Exemption Categories and corresponding numbers on reverse side).

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

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

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

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

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

**Section C — For Contractors Only**

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

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

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

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

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

**sign here**

Authorized Signature

Purchasing Agent  
Title

Date

Authorized Signature Name (please print)

**Do not send this certificate to the Nebraska Department of Revenue. Keep it as part of your records.  
Sellers cannot accept incomplete certificates.**

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



## Instructions

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

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

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

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

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

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

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

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

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

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

### Exemption Categories

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

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

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

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

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

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

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

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



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

PURCHASING AGENT APPOINTMENT			
Name and Address of Prime Contractor		Name and Address of Governmental Unit or Exempt Organization	
Name Van Kirk Brothers Contracting		Name Lancaster County	
Street or Other Mailing Address 1200 West Ash PO Box 585		Street or Other Mailing Address 555 S. 10th St.	
City Sutton,	State NE	Zip Code 68979	City Lincoln,
			State NE
			Zip Code 68508
Name and Location of Project		Appointment Information	
Name Replacement of County Bridges W-122, W-164 & W-174		Effective Date (see Instructions)	
Street or Other Mailing Address		Expiration Date	
City Lancaster County	State NE	Zip Code	Nebraska Exemption Number (Exempt Organizations Only) N/A (Gov't)
Identify Project Bid No. 18-149 - Project No. 19-10			

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

**sign  
here** ▶

Authorized Signature of Governmental Unit or Exempt Organization

Title

Date

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

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

**sign  
here** ▶

Signature of Prime Contractor or Authorized Representative

Title

Date

## INSTRUCTIONS

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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, Jim Van Kirk, do hereby certify that all equipment to be used on County Project No. 19-10; Replacement of County Bridges W-122, W-164 & W-174, except that equipment acquired since the assessment date, has been assessed for taxation for the current year, in \_\_\_\_\_ County,

DATED this 25 day of June, 2019.

By: [Signature]  
Title: president

STATE OF Nebraska )  
COUNTY OF Clay )ss.  
)

On June 25, 2019, Jim Van Kirk, before me, the undersigned Notary Public duly commissioned for and qualified in said County, personally came Jim Van Kirk, 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.



Melissa Scheidemann  
Notary Public  
June 4, 2021  
My Commission Expires

(SEAL)



LANCASTER COUNTY  
EMPLOYER CLASSIFICATION ACT INSTRUCTIONS

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

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

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

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

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

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

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

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

(1) Contractor agrees that each individual performing services for the contractor shall be properly classified as an employee and not as an independent contractor if the individual does not meet the requirements of an independent contractor under the State of Nebraska's Employee Classification Act and that contractor shall comply with all legal obligations with respect

to the employee (including, but not limited to, minimum and overtime pay, workers' compensation, unemployment compensation, and payment of federal and state payroll taxes).

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

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

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

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

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

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

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

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



EMPLOYEE CLASSIFICATION ACT AFFIDAVIT

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

*Van Kirk Bros Contracting*  
*Jim Van Kirk*

I, \_\_\_\_\_, 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: *Jim Van Kirk*  
(First, Middle, Last)

SIGNATURE: *[Signature]*

TITLE *president*

State of Nebraska \_\_\_\_\_ )

)ss.

County of *Clay* \_\_\_\_\_ )

This affidavit was signed and sworn to before me, the undersigned Notary Public, on this *25* day of *June*, 20*19*.



*Melissa Scheidemann*  
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.



VANKSAN-01

JWOODS

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/19/2019

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

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

<b>PRODUCER</b> Ellerbrock-Norris Agency, Inc. P.O. Box 816 Hastings, NE 68902-0816	<b>CONTACT NAME:</b> Jamie Woods <b>PHONE (A/C, No, Ext):</b> (402) 470-0337 703144 <b>FAX (A/C, No):</b> (402) 327-8483 <b>E-MAIL ADDRESS:</b> jwoods@eni-grp.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Travelers Insurance</td> <td>27998</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Insurance	27998	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
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<b>INSURED</b> Van Kirk Sand and Gravel, Inc. dba Van Kirk Bros. Contracting 1200 West Ash Street P. O. Box 585 Sutton, NE 68979-0585														

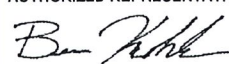
**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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 SUBR INSD VWD	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 checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	DTCO9M18091ACOF19	1/1/2019	1/1/2020	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	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	810-1N154443-19-26-G	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUP-9M491274-19-26	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below	X	UB-9M183044-19-26-G	1/1/2019	1/1/2020	<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)  
Project No. 19-10, Bid No. 19-149, Replacement of County Bridges W-122, W-164 and W-174

Lancaster County is included on the General Liability including Completed Operations and Commercial Automobile policies which have a blanket automatic additional insured endorsement that provides additional insured status only when there is a written contract between the named insured and the certificate holder/entity(ies) that require such status prior to a loss. Coverage is provided on a Primary and noncontributory basis and only applies to the extent permitted by law. Waiver of Subrogation for Workers Compensation applies only if there is a written contract between the named insured and the certificate holder/entity(ies) that require such form language prior to a loss, and only to the extent permitted by law. A notice of cancellation provision has been added for the certificate holder/entity(ies) for 30 days notification for cancellation on the policies listed, other than non-payment of the premium.

<b>CERTIFICATE HOLDER</b>  Lancaster County 555 So. 10th Street Lincoln, NE 68508	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

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

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

Any person or organization that:

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

is an insured, but:

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

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

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

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

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

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

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

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

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

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

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







## COMMERCIAL GENERAL LIABILITY

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

## BUSINESS AUTO COVERAGE FORM

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

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

### PROVISIONS

#### A. BROAD FORM NAMED INSURED

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

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

#### B. BLANKET ADDITIONAL INSURED

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

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

#### C. EMPLOYEE HIRED AUTO

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

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

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

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your





## COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

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

### D. EMPLOYEES AS INSURED

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

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

### E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

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

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

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

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

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

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

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

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

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

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

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

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

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

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

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

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

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

**G. WAIVER OF DEDUCTIBLE – GLASS**

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

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

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

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

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

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

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

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

**J. PERSONAL PROPERTY**

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

**Personal Property**

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

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

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

No deductibles apply to this Personal Property coverage.

**K. AIRBAGS**

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

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

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

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

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

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

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

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

**M. BLANKET WAIVER OF SUBROGATION**

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

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

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





COMMERCIAL AUTO

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

**N. UNINTENTIONAL ERRORS OR OMISSIONS**

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

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



ONE TOWER SQUARE  
HARTFORD CT 06183

WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: UB-9M183044-19-26-G

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

### SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED  
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS  
WAIVER.

INCLUDING:

OIL AND GAS PIPELINE AND R



→ **POLICY NUMBER:** DT-CO-9M18091A-COF-19  
**EFFECTIVE DATE:** 01-01-19  
**ISSUE DATE:** 01-14-19

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS BY LINE OF BUSINESS.

IL TO 02 11 89 COMMON POLICY DECLARATIONS  
 IL T8 01 10 93 FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS  
 IL TO 01 01 07 COMMON POLICY CONDITIONS  
 IL TO 03 04 96 LOCATION SCHEDULE  
 IL T8 00 GENERAL PURPOSE ENDORSEMENT  
 IL T8 03 GENERAL PURPOSE ENDORSEMENT

GENERAL LIABILITY - CONTRACTORS

CG TO 01 11 03 COML GENERAL LIABILITY COV PART DEC  
 CG D4 69 07 14 TOT AGG LIMIT OTHER THAN PROJECTS  
 CG D3 05 07 08 DEDUCTIBLE LIABILITY INSURANCE  
 CG TO 07 09 87 DECLARATIONS PREMIUM SCHEDULE  
 CG TO 08 11 03 KEY TO DECLARATIONS PREMIUM SCHEDULE  
 CG TO 34 11 03 TABLE OF CONTENTS  
 CG 00 01 10 01 COMMERCIAL GENERAL LIABILITY COV FORM  
 CG D4 20 07 08 AMEND OTHER INS COND MEAN OTHER INS/INSR  
 CG D4 71 01 15 AMEND COVERAGE B - PERS & ADV INJURY  
 → CG D6 04 08 13 BLANKET ADDL INS - AUTOMATIC STATUS REQ  
 CG 22 92 12 07 SNOW PLOW OPERATIONS COVERAGE  
 CG D1 54 09 13 COV FOR BI-CO-EMPLOY OR OTHER VOLUNTEER  
 CG D2 03 12 97 AMEND-NON CUMULATION OF EACH OCC  
 CG D3 16 11 11 CONTRACTORS XTEND ENDORSEMENT  
 CG 04 37 02 02 ELECTRONIC DATA LIABILITY ENDORSEMENT  
 CG D2 43 01 02 FUNGI OR BACTERIA EXCLUSION  
 CG D2 88 11 03 EMPLOYMENT-RELATED PRACTICES EXCLUSION  
 CG D2 93 11 03 EXCL-CONSTRUCT MANAGE ERRORS & OMISSIONS  
 CG D3 22 01 04 EXCLUSION-SUITS BY ONE NAMED INSURED  
 CG D3 26 10 11 EXCLUSION - UNSOLICITED COMMUNICATION  
 CG D3 56 05 14 MOBILE EQUIP REDEFINED-EXCL OF VEHICLES  
 CG D3 91 08 13 EXCL-PROJ SUBJ TO WRAP-UP-LTD EXCEPTIONS  
 CG D5 46 10 11 EXCL - ARCHITECT/ENG/SURVEY PROF SERV  
 CG D6 18 10 11 EXCL-VIOLATION OF CONSUMER FIN PROT LAWS  
 CG D7 46 01 15 EXCL-ACCESS OR DISCL OF CONF/PERS INFO  
 CG D0 76 06 93 EXCLUSION-LEAD  
 CG D1 42 01 99 EXCLUSION-DISCRIMINATION  
 CG D2 04 12 17 EXCL-EXTERIOR INSULATION & FINISH SYSTEM  
 CG D2 40 09 15 EXCLUSION -SILICA OR SILICA-RELATED DUST  
 CG D2 42 01 02 EXCLUSION WAR  
 CG T4 78 02 90 EXCLUSION-ASBESTOS  
 CG T4 81 11 88 EXC-HAZARD-CONNECTED DESIGNATED EXPOSURE  
 CG T5 69 06 14 EXL ALL POLL INJURY/DAMAGE HOST FIRE EX  
 CG T0 09 09 93 EMPLOYEE BENEFITS LIAB COV PART DEC  
 CG T0 43 01 16 EMPLOYEE BENEFITS LIAB TABLE OF CONTENTS  
 CG T1 01 01 16 EMPLOYEE BENEFITS LIABILITY COV FORM



**POLICY NUMBER:** DT-CO-9M18091A-COF-19

**EFFECTIVE DATE:** 01-01-19

**ISSUE DATE:** 01-14-19

**INTERLINE ENDORSEMENTS**

IL T3 68 01 15	FEDERAL TERRORISM RISK INS ACT DISCLOSE
IL T4 05 03 11	DESIGNATED ENTITY - CANC PROVIDED BY US
IL T4 12 03 15	AMNDT COMMON POLICY COND-PROHIBITED COVG
IL T4 14 01 15	CAP ON LOSSES CERTIFIED ACT OF TERRORISM
IL 00 21 05 02	NUCLEAR ENERGY LIAB EXCL END-BROAD FORM
IL 02 59 12 17	NEBRASKA CHG-CANCELLATION AND NONRENEWAL



→ POLICY NUMBER: 810-1N154443-19-26-G

EFFECTIVE DATE: 01/01/2019

ISSUE DATE: 01/10/2019

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS  
BY LINE OF BUSINESS

IL T0 02 11 89	COMMON POLICY DECLARATIONS
IL T8 01 01 01	FORMS ENDORSEMENTS AND SCHEDULE NUMBERS
IL T0 01 01 07	COMMON POLICY CONDITIONS
IL T3 02 07 86	CALCULATION OF PREMIUM - COMPOSITE RATES
IL T8 25	CALCULATION OF PREMIUM - COMPOSITE RATES

COMMERCIAL AUTO

CA T0 01 02 15	BA- COVERAGE PART DECS (ITEMS 1 & 2)
CA T0 03 02 15	BUS AUTO COV PART DECLARATIONS-4&5
CA T0 30 02 16	BUSINESS AUTO/MC COV PART-UM SUPPL SCHD
CA T0 31 02 15	TABLE OF CONTENTS-BUSINESS AUTO COV FORM
CA 00 01 10 13	BUSINESS AUTO COVERAGE FORM
CA 01 56 11 13	NEBRASKA CHANGES
CA 20 01 10 13	LESSOR - ADDITIONAL INSURED AND LOSS PAYEE
CA 20 55 10 13	FELLOW EMPLOYEE COVERAGE
CA 20 70 10 13	COVERAGE FOR CERTAIN OPERATIONS IN CONNECTION WITH RAILROADS
CA 21 70 10 13	NEBRASKA UNINSURED AND UNDERINSURED MOTORISTS COVERAGE
CA 99 10 10 13	DRIVE OTHER CAR COVERAGE - BROADENED COVERAGE FOR NAMED INDIVIDUALS
CA 99 35 11 13	Nebraska Auto Medical Payments Coverage
CA 99 48 10 13	POLLUTION LIAB-BROADENED COV FOR AUTO
CA T4 52 02 16	SHORT TERM HIRED AUTO - ADDITIONAL INSURED AND LOSS PAYEE
CA T4 59 02 15	AMENDMENT OF EMPLOYEE DEFINITION
CA T4 74 02 16	BLANKET ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE
→ CA T3 53 02 15	BUSINESS AUTO EXTENSION ENDORSEMENT
CA 02 21 12 17	NEBRASKA CHANGES - CANCELLATION
CA T4 45 04 09	LOSS PAYABLE CLAUSE
MCS-90 01 17	ENDORSEMENT FOR MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY

INTERLINE ENDORSEMENTS

IL T8 00 01 19	GENERAL PURPOSE ENDORSEMENT
IL T4 05 03 11	DESIGNATED ENTITY - NOTICE OF CANCELLATION PROVIDED BY US
IL T4 12 03 15	AMNDT COMMON POLICY COND-PROHIBITED COVG
IL 00 21 05 02	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
IL T0 10 12 86	LENDER'S CERTIFICATE OF INSURANCE - FORM A



ONE TOWER SQUARE  
HARTFORD CT 06183

WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 00 01 (A)

→ POLICY NUMBER: UB-9M183044-19-26-G

LISTING OF ENDORSEMENTS  
EXTENSION OF INFO PAGE

We agree that the following listed endorsements form a part of this policy on its effective date.

WC 00 00 01 A - 001	INFORMATION PAGE
WC 00 00 01 A - 001	INFORMATION PAGE 2
WC 00 00 01 A - 001	EXTENSION OF INFORMATION PAGE - SCHEDULE
WC 00 00 01 A - 001	ENDORSEMENT LISTING
WC 00 03 10 00 - 001	SOLE PROPRIETORS, PARTNERS, OFFICERS END
→ WC 00 03 13 00 - 001	WAIVER OF OUR RIGHT TO RECOVER
WC 00 04 03 00 - 001	EXPERIENCE RATING MODIFICATION FACTOR
WC 00 04 14 A - 001	NOTIFICATION OF CHG IN OWNR ENDT
WC 00 04 22 B - 001	TERRORISM RISK INS PROG REAUTH ACT ENDT
WC 00 04 24 00 - 001	AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT
WC 00 04 25 00 - 001	EXPER RATING MOD FACTOR REVISION ENDT
WC 99 06 R3 00 - 001	NOTICE OF CAN TO DESIGN PERSONS OR ORGAN
WC 00 04 21 D - 001	CATASTROPHE (O/T CERT. ACTS OF TERR) ENDT
WC 99 04 08 00 - 001	PREMIUM DISCOUNT ENDORSEMENT
WC 00 03 02 00 - 001	DESIGNATED WORKPLACES EXCLUSION
WC 00 04 19 00 - 001	PREMIUM DUE DATE ENDORSEMENT
WC 26 04 01 B - 001	NE EXP RATING MOD FACTOR ENDT
WC 26 04 02 00 - 001	NE CONTRACTING CLASS PREM ADJUST END
WC 26 04 03 00 - 001	NE EXP RATING MOD FACTOR REV ENDT
WC 26 06 01 C - 001	NE CANCELATION ENDT





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

REPLACEMENT OF COUNTY BRIDGES W-122, W-164 & W-174  
County Project No. 19-10  
Bid No. 19-149

You are invited to submit a bid through the City of Lincoln/Lancaster County Purchasing website on an advertised bid for Replacement of County Bridges W-122, W-164 & W-174, Project No. 19-10 - Lancaster County Bid No. 19-149. Bids will be accepted on or before 12:00 noon, Wednesday, May 29, 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](mailto:rwalla@lincoln.ne.gov)

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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  
REPLACEMENT OF COUNTY BRIDGES W-122, W-164 & W-174  
PROJECT NO. 19-10

INSTRUCTIONS TO BIDDERS

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

REVISIONS, AMENDMENTS AND/OR SUPPLEMENTS TO THE STANDARD SPECIFICATIONS

SPECIAL PROVISIONS

CONTRACTOR WORK RESUME FORM

PROJECT SCHEDULE FORM

PROPOSAL

MAP

BARRICADE 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