

**STAFF MEETING MINUTES  
LANCASTER COUNTY BOARD OF COMMISSIONERS  
THURSDAY, AUGUST 8, 2019  
COUNTY-CITY BUILDING  
ROOM 113 - BILL LUXFORD STUDIO  
8:30 A.M.**

Commissioners Present: Roma Amundson, Chair; Sean Flowerday, Vice Chair; Deb Schorr, Rick Vest and Christa Yoakum

Others Present: Ann Ames, Deputy Chief Administrative Officer; Dan Nolte, County Clerk; and Leslie Brestel, County Clerk's Office

*Advance public notice of the Board of Commissioners Staff Meeting was posted on the County-City Building bulletin board and the Lancaster County, Nebraska web site and provided to the media on August 7, 2019.*

The Vice Chair opened the meeting at 8:30 a.m.

**AGENDA ITEM**

**1) APPROVAL OF STAFF MEETING MINUTES FOR JULY 30, 2019**

**MOTION:** Vest moved and Schorr seconded approval of the July 30, 2019 Staff Meeting minutes.

Flowerday noted the location of the Open Meetings Act.

**ROLL CALL:** Schorr, Vest, Flowerday and Yoakum voted yes. Amundson was absent. Motion carried 4-0.

**2) LANCASTER COUNTY NOXIOUS WEED PROGRAM REVIEW – Paul Moyer, Inspector  
Nebraska Department of Agriculture Noxious Weed Program**

Brent Meyer, Noxious Weed Superintendent, was present for the review.

Moyer said the counties have full regulatory authority over the noxious weed programs to which the State provides basic oversight, training and general evaluation.

The 2018 report for Lancaster County was distributed (Exhibit A). This is a tool that gives the State information on the number of known noxious weed infestations, the control of those infestations, employee licenses and training, and what is being spent on noxious weed control. Moyer stated information on ownership of infested properties is not shared with the State.

B. Meyer thanked the Board for their support of the program.

**3) POLLUTION INSURANCE LEVELS FOR WEED CONTROL CONTRACTS** – Brent Meyer, Lancaster County Weed Control Superintendent; Sue Eckley, Lancaster County Risk Manager; and David Derbin, Lancaster County Deputy County Attorney

Eckley stated in order to have successful contracts with companies to spray for noxious weeds in the County, the County needs to relax its current standard of pollution insurance. B. Meyer said due to the cost of the County's current pollution insurance standard, companies are not bidding on weed control contracts. Derbin added the County can specify what pesticides and herbicides can be used to maintain compliance with the County's General Liability Insurance standards and still be able to relax the level of pollution insurance. Typically, the County has a \$1,000,000 policy level for pollution insurance. The recommendation is to lower the level to \$100,000.

B. Meyer said chemical pesticides have federally-required labels listing their risk level (caution, warning and danger). The contracts can specify only caution and warning risk levels.

**MOTION:** Schorr moved and Yoakum seconded to approve the lower insurance level for the pesticide and herbicide applicators.

When asked if the contracts indemnify the County from the contractors' actions, Derbin answered these contracts will have the same general liability standards. Pollution liability covers instances that are not covered by general liability standards.

**ROLL CALL:** Schorr, Vest, Flowerday and Yoakum voted yes. Amundson was absent. Motion carried 4-0.

**ACTION ITEM**

- A.** Contract with Van Kirk Brothers Contracting for Emergency Replacement of K-121 (Project No. 19-25) The work shall be completed on or before September 9, 2019 or within 45 calendar days. The cost to the County is \$275,562.00. (Approval is contingent upon receipt of complete insurance) (C-19-0618)

Ames stated this contract falls under the emergency declaration from March 2019 (Exhibit B).

**MOTION:** Schorr moved and Yoakum seconded to approve the contract contingent upon receipt of complete insurance. Schorr, Vest, Flowerday and Yoakum voted yes. Amundson was absent. Motion carried 4-0.

**CHIEF DEPUTY ADMINISTRATIVE OFFICER REPORT**

- A.** County Board Initiatives Update

Regarding the Chief Administrative Officer search, Ames stated Prothman has agreed to an amended job description as opposed to a resolution.

Schorr reported Nebraska Association of County Officials (NACO) educational offerings will be selected today for the upcoming December meeting.

**B. Legislative Retreat (September 5, 2019)**

It was the consensus of the Board to hold the meeting at the City-County Building.

Amundson entered the meeting at 8:58 a.m.

**C. NACO Southeast District Meeting, Friday, October 18, 2019 Attendance**

All Commissioners will attend the meeting.

**4) \$.15 CENT ALLOCATION – Dennis Meyer, Lancaster County Budget & Fiscal Director**

D. Meyer reviewed the projected \$.15 allocations (see agenda packet). These are estimated levies until the property valuations are finalized. He felt if a levy changed, it would likely decrease and would not cause issue with the \$.15 allocation. Once valuations are final, a resolution will be brought to the Board for approval.

Regarding the Raymond Rural Fire District (RFD) expenses, D. Meyer stated their budget is filed annually with the County and shows operating expenses and capital outlay. When a levy is reduced, it typically shows as a reduction to the entity's sinking funds. He added he did not know the ending date of the RFD bond.

D. Meyer reviewed LB103 (Change the procedure for setting a political subdivision's property tax request) and said it does not change the way the County handles setting the budget.

**5) ACTION ITEM**

- A.** Contract with Van Kirk Brothers Contracting for Emergency Replacement of K-121 (Project No. 19-25) The work shall be completed on or before September 9, 2019 or within 45 calendar days. The cost to the County is \$275,562.00. (Approval is contingent upon receipt of complete insurance) (C-19-0618)

Item moved forward on agenda.

Regarding the emergency resolution, Pam Dingman, County Engineer, stated the Federal Highway Administration will fund the bridge completely provided the bridge is finished 180 days from the time of the event.

**6) CHIEF DEPUTY ADMINISTRATIVE OFFICER REPORT**

- A.** County Board Initiatives Update
- B.** Legislative Retreat (September 5, 2019)
- C.** NACO Southeast District Meeting, Friday, October 18, 2019 Attendance

Items A-C moved forward on agenda.

**D. P-Card Policy Updates**

Bob Walla, City-County Purchasing Agent, reviewed proposed Purchase Card (P-Card) updates (see agenda item). Additionally, a six-month training for all the P-Card users was provided and recorded for future use. Proposed changes will come before the Board next Tuesday.

**E. TERC Contract Compensation Discussion**

It was the consensus of the Board to limit the Tax Equalization and Review Commission (TERC) Expert contract cost to \$200,000.

**F. Website Migration Discussion**

Ames stated the website migration contract covers 800 migrated webpages. The Election Commissioner and County Clerk's Offices have large amounts of election and meeting data that the elected officials feel need to remain accessible to the public. A cost-effective solution is to migrate the three most current years of data to the new website and include a link to the older data which will remain on the current County server. Dan Nolte, County Clerk, felt this could meet the need for public accessibility.

There are also issues with webpages being compliant with the Americans with Disabilities Act (ADA) and Web Content Accessibility Guidelines (WCAG).

**G. Claim for Review of Voucher #653093 for \$492.59 from Ben Houchin, Lancaster County Sheriff (P-Card not used for lodging)**

Terry Wagner, Lancaster County Sheriff, stated the claim is for airfare and was due to the booking of airfare for both business and personal use. In the future, business expenses will be kept on the P-Card.

**H. Claim for Review of Voucher #653126 for \$156 from Nebraska Law Enforcement Training Center, Lancaster County Sheriff (Claim beyond the 90-day timeline)**

Wagner introduced Sara Sump, Administrative Services Officer, and said the invoice was lost in staff transition.

**I. Claim for Review of Voucher #653138 for \$656.58 from Andrea McClatchey, Lancaster County Community Corrections (P-Card not used for transportation and lack of documentation)**

Kim Etherton, County Corrections Director, reported the claim is due to the use of the Uber application for payment as opposed to the P-Card. Additionally, due to flight complications, a rental vehicle was paid on a personal payment because the P-Card does not have McClatchey's name on it.

**MOTION:** Schorr moved and Flowerday seconded for Items 6G, 6H and 6I to be moved to a Tuesday meeting as regular claims. Schorr, Vest, Flowerday, Amundson and Yoakum voted yes. Motion carried 5-0.

## **7) DISCUSSION OF BOARD MEMBER MEETINGS ATTENDED**

### **A. Justice Council – Vest**

Vest reported he has requested the County Attorney, Corrections and Community Corrections Directors present information on jail bonds to the Board at an upcoming staff meeting. Etherton stated there will be future discussions regarding adjustments to bonds and barriers to being released from jail.

### **B. RTSD Executive Committee – Schorr**

No report.

## **OTHER MEETINGS ATTENDED**

District Energy Corporation (DEC)

Schorr reported the Nebraska State Penitentiary will join the DEC program in October, pollution insurance was approved, and DEC will only provide standard backup power and not emergency backup power as emergency backup power timeframes cannot be guaranteed. Additionally, she said there was discussion on resolutions for a multi-year contract with Lincoln Electric System (LES). Brad Johnson, Corrections Director, said he is researching the reason for abnormally rising costs at the jail. A possible cause could be the air handler valves are not working properly.

### **C. Lincoln Chamber of Commerce Coffee – Amundson/Yoakum**

Flowerday and Amundson reported on the Olympic trials coming to Lincoln, the Legislative Summit, Nebraska becoming a Welcoming State, Lincoln's affordable housing problem, increasing technical workers, the solar farm in northeast Lincoln, and the City's budget shortfall.

## **OTHER MEETINGS ATTENDED (CONTINUED)**

Mental Health Crisis Center (MHCC) Advisory Board

Yoakum reported on facility issues with a backordered lock and clogged sinks, and on contract challenges with The Bridge Behavioral Health. Additional members for the MHCC Advisory Board are needed.

## **8) SCHEDULE OF BOARD MEMBER MEETINGS**

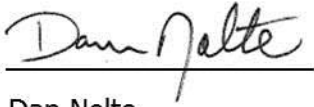
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## **9) EMERGENCY ITEMS**

There were no emergency items.

**10) ADJOURNMENT**

**MOTION:** Schorr moved and Flowerday seconded to adjourn at 10:04 a.m. Schorr, Vest, Flowerday, Amundson and Yoakum voted yes. Motion carried 5-0.



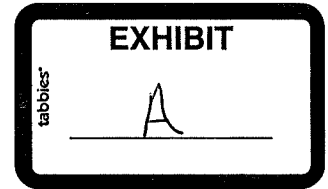
Dan Nolte  
Lancaster County Clerk



3/14/19  
7:15:47

NEBRASKA DEPARTMENT OF AGRICULTURE  
Bureau of Plant Industry  
P.O. Box 94756, LINCOLN, NE 68509-4756  
402 471-2394

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NW1074

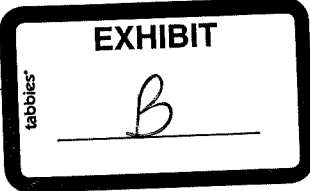


REPORTS AND REQUIREMENTS

County: Lancaster

Year: 2018

		Score	Subtotal	Possible
<hr/>				
INSPECTIONS				
Survey results		500		500
County followup		500		500
			1000	1000
<hr/>				
OFFICE EVALUATION			1000	1000
<hr/>				
	Timeliness	Factor		
COUNTY REPORTS				
Roster	100	1.00000	100	100
Budget	50	1.00000	50	50
Activity	200	1.00000	200	200
Infestation	250	1.00000	250	250
Control plan	400	1.00000	400	400
			1000	1000
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CONTINUING EDUCATION			400	400
<hr/>				
			3400	3400



Original Copies to: Contractor  
County Clerk  
County Agency

C-19-0618

CONTRACT DOCUMENTS

LANCASTER COUNTY

NEBRASKA

For

PROJECT NO: 19-25  
EMERGENCY REPAIR OF K-121

Van Kirk Brothers Contracting  
1200 West Ash Street  
PO Box 858  
Sutton, NE 68979



LANCASTER COUNTY, NEBRASKA  
CONTRACT AGREEMENT

THIS CONTRACT, made and entered into this 8 day of August, 2019, by and between Van Kirk Brother Contracting, hereinafter called the Contractor, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter called the County.

WHEREAS, on March 13, 2019, the County declared a state of emergency pursuant to Neb. Rev. Stat. § 81-829.50 with respect to a flooding event that started Saturday, March 9, 2019, in the County;

WHEREAS, on March 21, 2019, the Federal Emergency Management Agency declared a Major Disaster, related to the Incident Period for March 9, 2019, through April 1, 2019, in the County;

WHEREAS, the emergency and major disaster during the period described above caused serious damage to County property requiring emergency repair of K-121;

WHEREAS, in response to the emergency and major disaster the County has caused to be prepared Specifications, Plans, and other Contract Documents for the Work herein described, to-wit: Project No. 19-25, Emergency Repair of K-121;

WHEREAS, the Contractor has submitted to the County a proposal in accordance with the Specifications, Plans, and other Contract Documents for the Work; and

WHEREAS, the County wishes to engage Contractor to perform the emergency Work pursuant to Neb. Rev. Stat. §§ 23-3109(2) and 81-829.51;

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 this Contract Contractor as provided in 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 and designated above, payment thereof to be made in the manner provided by the County in the sum of: Two Hundred Seventy Five Thousand Five Hundred Sixty Two Dollars and 00/100 (\$275,562.00). 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.
3. EQUAL EMPLOYMENT OPPORTUNITY: In connection with the carrying out of this project, the Contractor shall not discriminate against any employee, applicant for employment, or any other person because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
4. To the extent permitted by law, the County relinquishes control of the construction site to the Contractor and its subcontractors during the period of construction. The construction, placement of barricades, and posting of warning signs in the area of construction will be the responsibility of the Contractor. This shall include the placement of construction equipment and any obstacles which are created as a result of the construction project. The placement of barricades and warning signs shall be in compliance with the Manual on Uniform Control Devices, the 2011 City of Lincoln Standard Specifications for Municipal Construction, as supplemented by the 2017 Edition of the Standard Specifications of Highway Construction of the State of Nebraska, Department of Transportation 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 August 5, 2019 (*or upon notice to proceed by the County*) and shall be completed on or before September 9, 2019 (*or within 45 calendar days*).
8. 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 of workmanship. Contractor shall furnish title to the material required by this Contract free and clear of all liens and encumbrances, issued in the name of the Lancaster County, Nebraska, as may be required. Material delivered under this Contract shall remain the property of the Contractor until: (i) A physical inspection and actual usage of the material is made and found to be acceptable to the County; and (ii) Material is determined to be in full compliance with the Contract. In the event the delivered material is found to be defective or does not conform to the Contractor's proposal, the County reserves the right to cancel the order upon written notice to the Contractor and return materials to the Contractor at Contractor's expense.
9. 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. The laws of the State of Nebraska shall govern the rights, obligations, and remedies of the parties under this Contract. Contractor 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. Contractor shall comply with Nebraska Revised Statutes 77-1323 and 77-1324: 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; and the certified statement shall state 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.
10. **GUARANTEE:** A Performance and Labor and Material Payment Bond in the full amount of the Contract shall be required for all construction contracts.
11. Contractor 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. Contractor shall comply with the provisions of the County's Affirmative Action Policy. The Equal Opportunity Officer will determine compliance or non-compliance with the County's Affirmative Action Policy upon a complete and substantial review of Contractor's equal opportunity policies, procedures and practices.
12. Contractor 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, judgments 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 Contractor, 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 Contractor 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. In any and all claims against the County or any of its members, officers or employees by an employee of the Contractor, 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 this paragraph 12 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 Contractor or any subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

13. 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.
14. 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. Table of Contents
2. Map
3. Accepted Proposal of Contractor
4. Specifications
5. Special Provisions
6. Federal-Aid Construction Contract Provisions (F.H.W.A. Form 1273)
7. Contract Agreement
8. Performance and Labor and Material Payment Bond
9. Purchasing Agent Appointment
10. Nebraska Resale or Exempt Sale Certificate
11. Tax Assessment Form
12. Employer Classification Act Instructions
13. Employee Classification Act Affidavit
14. Insurance Clause and Certificate

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

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

EXECUTION BY LANCASTER COUNTY, NEBRASKA

ATTEST:

Dan Jutte  
County Clerk

Contract and Bond Approved as to Form  
this 8 day of August, 2019

Judy Kelly  
Deputy County Attorney

BY THE BOARD OF COUNTY COMMISSIONERS OF  
LANCASTER COUNTY, NEBRASKA

Don Short  
Christal Johnson  
Ken Kelly  
Rick Vest  
**AMUNDSON ABSENT**

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:  
Melissa Scheudemann  
Secretary

Van Kink Bros. Contractors  
Name of Corporation  
PO Box 585, 1200 N. Ash  
(Address) Stanton, NE 68979  
By: [Signature]  
Duly Authorized Official  
Legal Title of Official: President

IF OTHER TYPE OF ORGANIZATION:

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

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

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

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

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

IF AN INDIVIDUAL:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

LANCASTER COUNTY, NEBRASKA

EMERGENCY REPAIR OF K-121

PROJECT NO. 19-25

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MAP

ACCEPTED PROPOSAL OF CONTRACTOR

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SPECIAL PROVISIONS

FEDERAL-AID CONSTRUCTION CONTRACT PROVISIONS (F.H.W.A. FORM 1273)

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

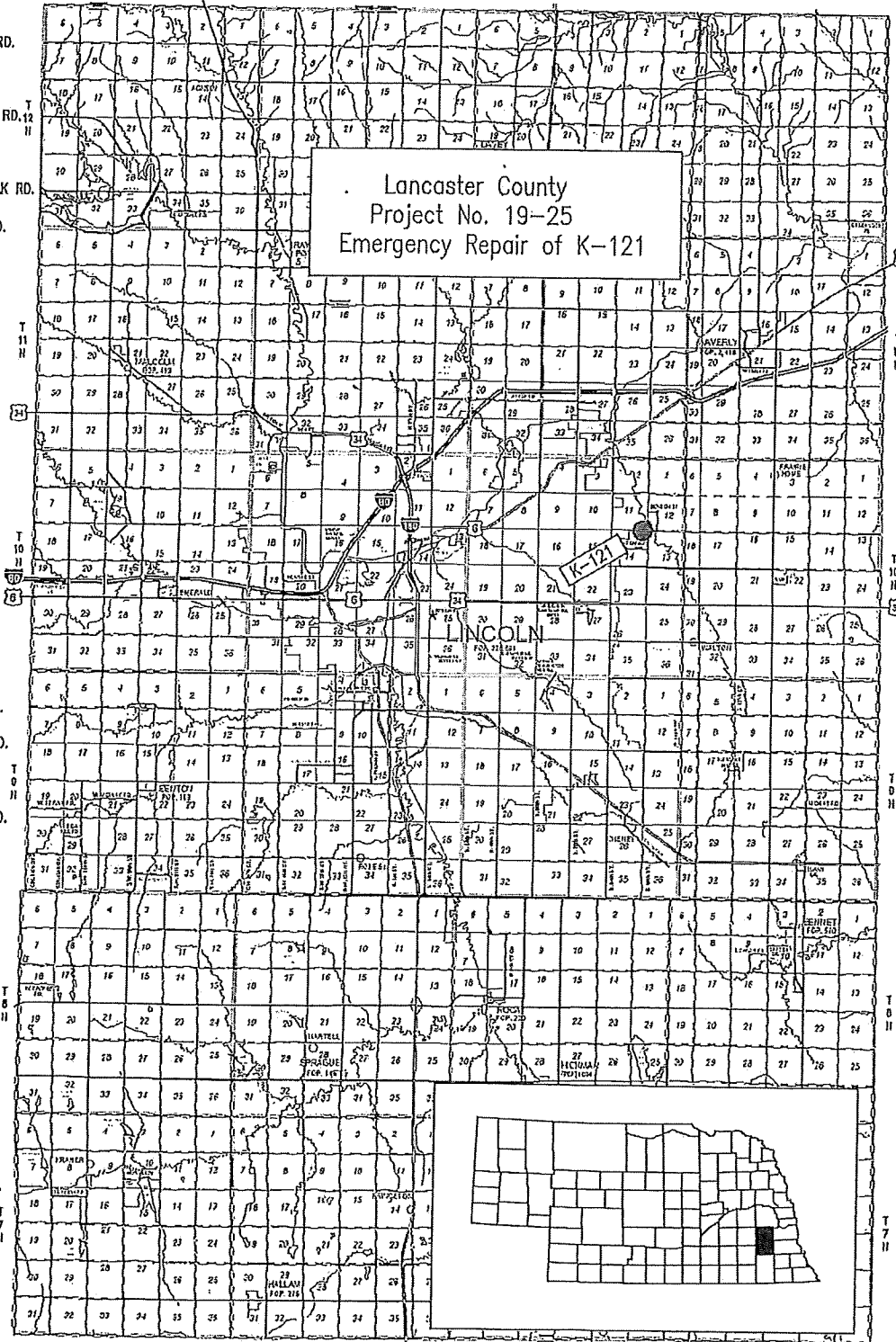
INSURANCE CLAUSE AND CERTIFICATE

# LANCASTER COUNTY, NEBRASKA



NW 140TH ST.    NW 126TH ST.    NW 112TH ST.    NW 105TH ST.    NW 89TH ST.    NW 84TH ST.    NW 70TH ST.    NW 56TH ST.    NW 40TH ST.    NW 27TH ST.    NW 12TH ST.    N. 1ST ST.    N. 14TH ST.    N. 27TH ST.    N. 40TH ST.    N. 56TH ST.    N. 70TH ST.    N. 84TH ST.    N. 98TH ST.    N. 112TH ST.    N. 120TH ST.    N. 134TH ST.    N. 141ST ST.    N. 146TH ST.    N. 162ND ST.    N. 176TH ST.    N. 190TH ST.

W. ASHLAND RD.  
 W. LITTLE SALT RD.  
 W. AGNEW RD.  
 W. ROCK CREEK RD.  
 W. DAVEY RD.  
 W. BRANCHED OAK RD.  
 W. RAYMOND RD.  
 W. MILL RD.  
 W. WAVERLY RD.  
 W. BLUFF RD.  
 W. McKELVIE RD.  
 W. ALVO RD.  
 W. FLETCHER AV.  
 W. SUPERIOR ST.  
 W. ADAMS ST.  
 W. HOLDREGE ST.  
 W. 'O' ST.  
 W. 'A' ST.  
 W. VAN DORN ST.  
 W. PIONEERS BLVD.  
 W. OLD CHENEY RD.  
 W. DENTON RD.  
 W. YANKEE HILL RD.  
 W. ROKEYB RD.  
 W. SALTILLO RD.  
 W. BENNET RD.  
 W. WITSTRUCK 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.  
 ROKEYB RD.  
 SALTILLO RD.  
 BENNET RD.  
 WITSTRUCK 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.

Line No.	Description	Estimated Quantity	Unit	Unit Price	Amount
	Project No. 19-25; Emergency Repair of K-121 On Adams Street (Between N. 84th St. and N. 98th St.)				
	<b>Group 1 - Grading</b>				
1	Large Tree Removal	4.00	Each	\$494.31	\$1,977.24
2	Clearing and Grubbing	1.00	LS	\$8,465.56	\$8,465.56
3	Excavation, Established Quantity	559.00	CY	\$23.70	\$13,248.30
4	Remove Asphalt Surface	227.00	SY	\$9.74	\$2,210.98
5	Rock Rip-Rap, Type B	85.00	Ton	\$45.04	\$3,828.40
	<b>Total Group 1 =</b>				\$29,730.48
	<b>Group 4 - Culverts</b>				
6	Tapping Existing Structure	1.00	Each	\$298.33	\$298.33
7	Remove Structure at Sta. 11+33.00	1.00	Each	\$10,000.00	\$10,000.00
8	Excavation For Pipe	5.00	CY	\$41.07	\$205.35
9	Excavation For Box Culvert	707.00	CY	\$10.53	\$7,444.71
10	Class 47B-3000 Concrete for Headwall	0.67	CY	\$1,116.57	\$748.10
11	Class 47B-3000 Concrete for Box Culvert	207.30	CY	\$480.00	\$99,504.00
12	Reinforcing Steel For Headwall	41.00	LB	\$2.72	\$111.52
13	Reinforcing Steel For Box Culvert	42,500.00	LB	\$1.26	\$53,550.00
14	Steel Sheet Piling for Turndowns	905.20	SF	\$15.59	\$14,112.07
15	Crushed Rock Base Course For Box Culvert	88.50	Ton	\$45.83	\$4,055.96
16	24" Culvert Pipe, Type 3, 4 or 5	22.00	LF	\$61.90	\$1,361.80
	<b>Total Group 4 =</b>				\$191,391.84
	<b>Group 5 - Landscaping</b>				
17	Seeding, Type B	0.40	Acre	\$3,205.65	\$1,282.26
18	Cover Crop Seeding	0.40	Acre	\$1,602.78	\$641.11
19	Erosion Control, Class 1D	774.00	SY	\$4.21	\$3,258.54
20	Erosion Control, Class 2B	27.00	SY	\$10.45	\$282.15
21	Fabric Silt Fence, Low Porosity	100.00	LF	\$5.34	\$534.00
22	Fabric Silt Fence, High Porosity	110.00	LF	\$5.34	\$587.40
23	Temporary Silt Fence Check	100.00	LF	\$5.00	\$500.00
24	Silt Check, Type 1-High	108.00	LF	\$5.00	\$540.00
25	Temporary Silt Fence	200.00	LF	\$5.00	\$1,000.00
26	SWPPP Sign	1.00	Each	\$387.56	\$387.56
	<b>Total Group 5 =</b>				\$9,013.02
	<b>Group 6 - Bituminous</b>				
27	9" Asphaltic Concrete Pavement, Type SPR	227.00	SY	\$100.00	\$22,700.00
28	Sawing Pavement	48.00	LF	\$4.34	\$208.32
29	Rental of Loader, Fully Operated	5.00	Hour	\$94.14	\$470.70
30	Rental of Motor Grader Fully Operated	5.00	Hour	\$118.00	\$590.00
31	Rental of Dump Truck, Fully Operated	5.00	Hour	\$114.00	\$570.00
32	Rental of Skid Loader, Fully Operated	5.00	Hour	\$75.00	\$375.00
33	Water, Applied	1.11	MGAL	\$59.00	\$65.49
	<b>Total Group 6 =</b>				\$24,979.51
	<b>Group 10 - General</b>				
34	Mobilization	1.00	LS	\$11,207.15	\$11,207.15
35	Barricades, Type III	720.00	BarrDay	\$2.89	\$2,080.80
36	Construction Signs	720.00	SignDay	\$1.81	\$1,303.20
37	Construction Staking and Surveying	1.00	LS	\$5,856.00	\$5,856.00
	<b>Total Group 10 =</b>				\$20,447.15
	<b>Total All Groups =</b>				\$275,562.00

# SPECIFICATIONS

Lancaster County Engineering Department  
Project 19-25  
Emergency Repair of K-121

The work detailed on the plans and contract documents will be completed in accordance with the requirements of the Nebraska Department of Transportation's 2017 Edition of the Standard Specifications for Highway Construction (NDOT Standard Specification) 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.



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 101.0328: Department. Shall mean the Lancaster County Engineering Department.

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

Section 101, Article 101.0388: State. Shall mean Lancaster County, Nebraska

Section 102: This section of the Standard Specification is not applicable to this Contract.

Section 103: This section of the Standard Specification is not applicable to this Contract.

Section 105, Article 105.02  
Paragraph 6: 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 107.14: This section of the Standard Specification is null and void.

Section 107, Article 107.15: This section of the Standard Specification is null and void.

INSURANCE

All Contractors shall take special note of the *Contractors Comprehensive General Liability* and *Workmen's Compensation and Employer Liability Insurance* requirements of the Contract documents. The Contractor will also be required to provide *Builder's Risk insurance* if the project involves the construction of a building.

The contractor must provide proof of insurance in accordance with the Contract documents.

DELIVERY (Construction)

All work 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 work pursuant to this contract.

### INDEPENDENT CONTRACTOR

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

### SEVERABILITY

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

### CONTRACT TIME PERIOD

The Contractor shall 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 August 5, 2019, and to complete all work on or before September 9, 2019, or within 45 calendar days.

The Contractor 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.

The Contractor may, upon giving the proper written notice, begin work on the contract.

- A. 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.
- B. Sanitary provisions will be required at the construction site IAW Section 107.06 unless otherwise directed by the Project Engineer.
- C. All temporary traffic control devices, barricades, construction signs, and not-standard signs required by the Barricade Plan, Detour Plan or Standard Plans will be properly erected and functioning prior to commencing work at the construction site.

### PERFORMANCE, LABOR, AND MATERIAL PAYMENT BOND.

Contractor shall 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 contractor and a corporate surety company authorized to transact business in the State of Nebraska. Such bond shall be conditioned upon the faithful performance of all terms and conditions of the contract documents, including the holding harmless of the County from failure to do so and including the making good of any and all guarantees which the contract documents may require; and, such bond shall be further conditioned upon the payment of all laborers and materialmen who provide labor, materials, etc. actually used or rented in the performance of the contract, including insurance premiums and interest.

### SALE TAX EXEMPT STATUS

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

PLANS AND SPECIFICATION

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

- 1) The County will place review copies of the Plans and Specifications on file at the office of the Lancaster County Engineer.
- 2) The Contractor may request up to three (3) additional sets of Plans and Specifications at no charge.
- 3) Additional Specifications may be purchased by payment of current reproduction fee.

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 NOR standards" is not acceptable. No work shall start until the erosion control plans are accepted by the Engineer.

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

SUBLETTING OR ASSIGNMENT OF THE CONTRACT

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

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

LIST OF SUBCONTRACTORS

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

LIST OF SUPPLIERS

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

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

## UTILITIES

### GENERAL NOTES

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

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

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

To arrange for utilities to locate and flag their underground facilities, contact:

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

The Contractor's attention is directed to Paragraph 1, subsection 201.01 of the NDOT 2017 Standard Specifications for Highway Construction relative to the removal of poles to or beyond the Right of Way line and the lines indicating the limits of construction. If the Contractor desires the further removal of poles beyond the Right of Way lines to the limits of construction and their replacement to facilitate construction operations the entire expense for this movement and replacement shall be borne by the Contractor alone. An estimate of cost for the work described above may be obtained at the office of the Chief Engineer of the utility involved.

## SURVEYING

### CONSTRUCTION SURVEYING

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

### CONSTRUCTION SITE CONTROL

#### GENERAL

To the extent permitted by law, the County relinquishes control of the construction site to the Contractor and its Subcontractors during the period of construction. The construction, placement of barricades, and posting of warning signs in the area of construction will be the responsibility of the Contractor. This shall include the placement of construction equipment and any obstacles which are created as a result of the construction project. The placement of barricades and warning signs shall be in compliance with the current edition of the Manual on Uniform Traffic Control Devices and the 2017 Edition of the Standard Specifications of Highway Construction of the State of Nebraska. The placement of such barricades and signs shall be reviewed by the County Engineer's Office prior to commencement of the project to ensure compliance. To the extent permitted by law, the Contractor expressly accepts control of the construction site, such control shall include, but not be limited to, barricades, signs, road crossing, construction equipment and any obstacles created during construction of the project.

The Contractor WILL be allowed to close the road to traffic while pursuing the work on this contract. The Contractor must maintain 1-lane through traffic during the work on the project.

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

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

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

#### TRAFFIC CONTROL

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

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

#### PROVISIONS FOR TRAFFIC

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

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

#### BARRICADES

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

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

All barricades required by the Barricade Plan or the Detour Plan will be properly erected prior to any work beginning at the construction site. Maintenance of and payment for barricades will be in accordance with Subsection 422.04 of the Standard Specifications.

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

#### CONSTRUCTION SIGNS

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

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

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

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

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.

#### 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.

#### FUEL COST ADJUSTMENT

Sections 205.05 Paragraph 16a. and 16b. are 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.

#### 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**".

*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.

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.

#### 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.

#### 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.

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.

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.

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:

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

The Contractor will NOT be required to cover the rock riprap areas located below the ordinary high water line.

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 1a. shall 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. 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.

Section 207, Article 207.04, Paragraph 5b., 5c., 5d., 1a. and 1b. are null and void.

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

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

Erosion Control, Type "1-D" will be installed in accordance with the Plans and as described in Section 810 of the Standard Specifications. The blanket material must be selected from the State of Nebraska Department of Transportation current "Approved Products" list. The seed and fertilizer will be installed in accordance with Sections 801 and 804 of the Standard Specifications. The seed and fertilizer will be installed beneath the erosion control blanket. Hydromulching methods may be substituted for Erosion Control, Type "1-D" as approved by the Project Engineer; hydromulching will be done in accordance with Section 807 – HYDROMULCHING of the 2017 Edition of the Nebraska Department of Transportation Standard Specifications for Highway Construction.

Erosion Control, Type "2-C" will be installed in accordance with the Plans and as described in *Section 810 of the Standard Specifications*. Type "1-D" mat may be used in place of Type "1-F" at the discretion of the Project Engineer. The blanket material must be selected from the State of Nebraska Department of Transportation current "Approved Products" list. The seed and fertilizer will be installed on top of the "2-C" blanket and top dressing in accordance with the manufacturer's recommendations.

Prior to the placement of Erosion Control the ground will be smoothed with a power box rake or similar apparatus to eliminate large clods and irregularities in the fill.

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

Placement of Slash Mulch may be substituted for installation of Fabric Silt Fence-low porosity and Silt Check, Type Wattle as approved by the Project Engineer. Slash mulch will be done in accordance with Section 813 of the Standard Specifications.

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

The Contractor will install Silt Check, Type Wattle across ditches and on fill slopes at intervals as directed by the project engineer.

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

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

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

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

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

The Contractor or his subcontractor will not be required to maintain the permanent erosion/sedimentation control measures on this project once they have been successfully installed and initial vegetative growth has been established and accepted by Lancaster County.

Lancaster County will be responsible for maintenance of the permanent erosion/sedimentation control measures until a 75% cover of desirable species has been obtained.

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

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

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

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

SEED MIX

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.

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

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	3
Switchgrass – Pathfinder, Blackwell, Trailblazer	90	1.0
Big bluestem – Pawnee, Roundtree, Bonanza	60	3
Little bluestem – Aldous, Blaze, Camper, Nebraska Native	60	2.5
Sideoats grama - Butte, El Reno, Trailway	75	4
Oats/Wheat (wheat in the fall)	90	13

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

HYDROMULCHING

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

Hydromulches shall be of type "Bonded Fiber Matrix (BFM)" containing organic defibrated fibers and cross-linked insoluble hydro-colloidal tackifiers to provide erosion control and facilitate vegetation establishment.

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

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

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

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

The Contractor shall apply the hydromulch within 24 hours after planting the seed or as directed by the Engineer.

The hydromulch shall be applied in such a way as to provide for complete and uniform coverage over tilled areas with a hydromulch machine.

The Contractor shall apply the hydromulch from opposing directions or as directed by the Engineer.

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.

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.

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. SAWING PAVEMENT

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

#### TACK COAT

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

Sections 504.04 and 504.05 will be null and void.

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

#### SUBGRADE PREPARATION

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

Sections 302.04 and 302.05 will be null and void.

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

#### EARTH SHOULDER CONSTRUCTION

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

Sections 304.04 and 304.05 will be null and void.

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

#### ASPHALTIC CONCRETE, TYPE "SPR"

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

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

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

The Contractor will be compensated for the work described in this section of the Special Provisions at the contract unit price per square yard for the item "9 Asphaltic Concrete Surface Course, Type "SPR". This price will be considered full and complete compensation for the work described herein.

PERFORMANCE GRADED BINDER

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

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

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

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

PERMANENT PAVEMENT MARKING PAINT

The Contractor will be responsible for permanent pavement marking 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 certificated shall document that the above requirements have been met based upon a reasonable and prudent visual inspection.

## Minimum Guidelines for gravel / borrow material inspections:

The inspector will follow the following inspection procedures:

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

Nebraska Weed Free Forage Certification Standards List

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

Lancaster County Weed Free Forage Certification Standards List

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

NEBRASKA WEED-FREE GRAVEL / BORROW CERTIFICATION OF INSPECTION

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

Date \_\_\_\_/\_\_\_\_/\_\_\_\_  
NGCS No. NE \_\_\_\_/\_\_\_\_/\_\_\_\_  
STATE PERMIT # \_\_\_\_\_

Lancaster County Weed Control Authority. NE002-\_\_\_\_\_  
This certifies that the gravel pit described herein, has been inspected according to the \*Nebraska and \*Lancaster County certification standards. The objective of the program is to help prevent and slow the spread 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.



## 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.

PERFORMANCE AND LABOR AND MATERIAL PAYMENT BOND

Bond No. 138880

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 (\$275,562.00) 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.

\* Two Hundred Seventy-five Thousand, Five Hundred Sixty-two and 00/100

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. 19-25, Emergency Repair of K-121

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 2nd day of August, 2019

Melissa Scheidemann  
Witness  
Witness  
Address

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

[Signature]  
Witness  
735 S. 56th St Lincoln, NE 68510  
Address

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

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

**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*



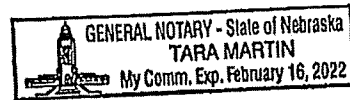
State of Nebraska } Secretary/Treasurer  
County of } ss. Lancaster

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 2nd day of August, 20 19.

*Philip C. Abel*

Director



# 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 Street - PO Box 858		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 Emergency Repair at K-121		Effective Date (see Instructions) August 8, 2019	
Street or Other Mailing Address		Expiration Date October 22, 2019	
City Lancaster County	State NE	Zip Code	Nebraska Exemption Number (Exempt Organizations Only) N/A (Gov't)
Identify Project Project No. 19-25			

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

sign  
here

Robert J. Wall  
Authorized Signature of Governmental Unit or Exempt Organization

Purchasing Agent  
Title

8/8/19  
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.

# Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption

FORM  
13

Name and Mailing Address of Purchaser			Name and Mailing Address of Seller		
Name Lancaster County			Name Van Kirk Brothers Contracting		
Legal Name					
Street or Other Mailing Address 555 S. 10th St.			Street or Other Mailing Address 1200 West Ash Street - PO Box 858		
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

*Robert L Waller*

Authorized Signature Name (please print)

Robert L Waller

Purchasing Agent

Title

8/8/19  
Date

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.

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 Vankirk, do hereby certify that all equipment to be used on County Project No. 19-25; Emergency Repair at K-121, except that equipment acquired since the assessment date, has been assessed for taxation for the current year, in Clay County, \_\_\_\_\_.

DATED this 6 day of August, 2019

By: [Signature]  
Title: President

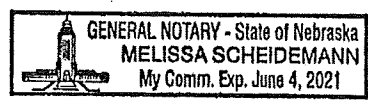
STATE OF Nebraska )  
COUNTY OF Clay )ss.

On Aug. 6, 2019, before me, the undersigned Notary Public duly commissioned for and qualified in said County, personally came Jim Vankirk, 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

(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 Contractor who shall be disqualified from receiving any business from the County for a stated period of time.

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

EMPLOYEE CLASSIFICATION ACT AFFIDAVIT

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

I, Jim Vankirk, 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 O. Vankirk  
(First, Middle, Last)

SIGNATURE: [Handwritten Signature]

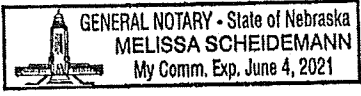
TITLE: president

State of Nebraska )  
)ss.

County of Clay )

This affidavit was signed and sworn to before me, the undersigned Notary Public, on this 6 day of August, 2019.

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

JROYAL

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/6/2019

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		
		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
		INSURER A : <b>Travelers Insurance</b>	<b>27998</b>
		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

**INSURED**  
Van Kirk Sand and Gravel, Inc. dba Van Kirk Bros.  
Contracting  
1200 West Ash Street  
P. O. Box 585  
Sutton, NE 68979-0585

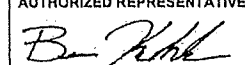
**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	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 OWNED AUTOS ONLY <input type="checkbox"/> Hired AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	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 <input type="checkbox"/> 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) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB-9M183044-19-26-G	1/1/2019	1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Project No. 19-25 Emergency Repair of K-121

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>	<b>CANCELLATION</b>
Lancaster County 555 S. 10th Street Lincoln, NE 68508	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 

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

**BLANKET ADDITIONAL INSURED – PRIMARY AND  
NON-CONTRIBUTORY WITH OTHER INSURANCE**

This endorsement modifies insurance provided under the following:  
BUSINESS AUTO COVERAGE FORM

**PROVISIONS**

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

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

**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.

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li><b>A. BROAD FORM NAMED INSURED</b></li> <li><b>B. BLANKET ADDITIONAL INSURED</b></li> <li><b>C. EMPLOYEE HIRED AUTO</b></li> <li><b>D. EMPLOYEES AS INSURED</b></li> <li><b>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b></li> <li><b>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</b></li> <li><b>G. WAIVER OF DEDUCTIBLE – GLASS</b></li> </ul> | <ul style="list-style-type: none"> <li><b>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</b></li> <li><b>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b></li> <li><b>J. PERSONAL PROPERTY</b></li> <li><b>K. AIRBAGS</b></li> <li><b>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</b></li> <li><b>M. BLANKET WAIVER OF SUBROGATION</b></li> <li><b>N. UNINTENTIONAL ERRORS OR OMISSIONS</b></li> </ul> |
|---|---|

**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.

USDOT Number:

Date Received:

A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0008. Public reporting for this collection of information is estimated to be approximately 2 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, Washington, D.C. 20590.

### Endorsement for Motor Carrier Policies of Insurance for Public Liability under Sections 29 and 30 of the Motor Carrier Act of 1980

# FORM MCS-90

Issued to VAN KIRK SAND & GRAVEL INC.  
DBA VAN KIRK BROS. CONTRACTING of SUTTON NE  
*(Motor Carrier name)* *(Motor Carrier state or province)*

One Tower Square 2CR  
Dated at Hartford CT on this 10 day of 01, 19

Amending Policy Number: 810-1N154443-19-26-G Effective Date: 01-01-19

Name of Insurance Company: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

Countersigned by: Wendy C. Shy  
*(authorized company representative)*

The policy to which this endorsement is attached provides primary or excess insurance, as indicated for the limits shown (check only one):

- This insurance is primary and the company shall not be liable for amounts in excess of \$ 1,000,000 for each accident.
- This insurance is excess and the company shall not be liable for amounts in excess of \$ \_\_\_\_\_ for each accident in excess of the underlying limit of \$ \_\_\_\_\_ for each accident.

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: \_\_\_\_\_.

Cancellation of this endorsement may be effected by the company of the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the FMCSA's registration requirements under 49 U.S.C. 13901, by providing thirty(30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington, DC).

Fillings must be transmitted online via the internet at <http://www.fmcsa.dot.gov/urs>.

(continued on next page)

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

## **DESIGNATED ENTITY – NOTICE OF CANCELLATION PROVIDED BY US**

This endorsement modifies insurance provided under the following:  
ALL COVERAGE PARTS INCLUDED IN THIS POLICY

### SCHEDULE

**CANCELLATION:** Number of Days Notice of Cancellation: 30

**PERSON OR**

**ORGANIZATION:** ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

**ADDRESS:**

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

**PROVISIONS:**

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule

above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.







One Tower Square, Hartford, Connecticut 06183

TRAVELERS CORP. TEL: 1-800-328-2189  
CONSTRUCTION - WATER, SEWER, & UTILITI  
COMMON POLICY DECLARATIONS  
ISSUE DATE: 01/14/19  
POLICY NUMBER: DT-CO-9M18091A-COF-19

INSURING COMPANY:  
THE CHARTER OAK FIRE INSURANCE COMPANY

1. NAMED INSURED AND MAILING ADDRESS:  
VAN KIRK SAND & GRAVEL, INC. (AS PER IL T8 00)  
P O BOX 585  
SUTTON, NE 68979-0583

2. POLICY PERIOD: From 01/01/19 to 01/01/20 12:01 A.M. Standard Time at  
your mailing address.

3. LOCATIONS  
Premises Bldg.  
Loc. No. No. Occupancy Address  
  
SEE IL TO 03

4. COVERAGE PARTS FORMING PART OF THIS POLICY AND INSURING COMPANIES:  
COMMERCIAL GENERAL LIABILITY COV PART DECLARATIONS CG TO 01 11 03 COF  
EMPLOYEE BENEFITS LIABILITY COV PART DECLARATIONS CG TO 09 09 93 COF

5. NUMBERS OF FORMS AND ENDORSEMENTS  
FORMING A PART OF THIS POLICY: SEE IL T8 01 10 93

6. SUPPLEMENTAL POLICIES: Each of the following is a separate policy  
containing its complete provisions:  
Policy Policy No. Insuring Company

DIRECT BILL  
7. PREMIUM SUMMARY:  
Provisional Premium \$ 82,942  
Due at Inception \$  
Due at Each \$

NAME AND ADDRESS OF AGENT OR BROKER:  
ELLERBROCK-NORRIS AGENCY (HE308)  
P O BOX 816  
HASTINGS, NE 68902

COUNTERSIGNED BY:

\_\_\_\_\_  
Authorized Representative

DATE: \_\_\_\_\_

IL TO 02 11 89(REV. 09-07) PAGE 1 OF 1  
OFFICE: OMAHA

JAN 22 2019



POLICY NUMBER: DT-CO-9M1 8091 A-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 TO 09 09 93	EMPLOYEE BENEFITS LIAB COV PART DEC
CG TO 43 01 16	EMPLOYEE BENEFITS LIAB TABLE OF CONTENTS
CG T1 01 01 16	EMPLOYEE BENEFITS LIABILITY COV FORM





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POLICY NUMBER: DT-CO-9M1 8091 A-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: DT-CO-9M1 8091 A-COF-19

GENERAL PURPOSE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY - NOTICE OF CANCELLATION PROVIDED BY US  
(IL T4 05 03-11)

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:  
ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CONTINUATION OF FORM IL T4 05, PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT  
NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME  
AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED  
RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVED SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF  
THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST  
FROM YOU TO US.

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.

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

## **CONTRACTORS XTEND ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**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 this 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.

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>A. Aircraft Chartered With Pilot</li> <li>B. Damage To Premises Rented To You</li> <li>C. Increased Supplementary Payments</li> <li>D. Incidental Medical Malpractice</li> <li>E. Who Is An Insured – Newly Acquired Or Formed Organizations</li> <li>F. Who Is An Insured – Broadened Named Insured – Unnamed Subsidiaries</li> <li>G. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises</li> </ul> | <ul style="list-style-type: none"> <li>H. Blanket Additional Insured – Lessors Of Leased Equipment</li> <li>I. Blanket Additional Insured – States Or Political Subdivisions – Permits</li> <li>J. Knowledge And Notice Of Occurrence Or Offense</li> <li>K. Unintentional Omission</li> <li>L. Blanket Waiver Of Subrogation.</li> <li>M. Amended Bodily Injury Definition</li> <li>N. Contractual Liability – Railroads</li> </ul> |
|--|--|

### **PROVISIONS**

#### **A. AIRCRAFT CHARTERED WITH PILOT**

The following is added to Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

#### **B. DAMAGE TO PREMISES RENTED TO YOU**

1. The first paragraph of the exceptions in Exclusion **j.**, **Damage To Property**, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY is deleted.
2. The following replaces the last paragraph of Paragraph 2., **Exclusions**, of SECTION I – COVERAGES – COVERAGE A. BODILY

### **INJURY AND PROPERTY DAMAGE LIABILITY:**

Exclusions **c.** and **g.** through **n.** do not apply to "premises damage". Exclusion **f.(1)(a)** does not apply to "premises damage" caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water;

unless Exclusion **f.** of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion – All Pollution Injury Or Damage or Total Pollution Exclusion in its title.

A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of SECTION III – LIMITS OF INSURANCE.

COMMERCIAL GENERAL LIABILITY

3. The following replaces Paragraph 6. of SECTION III – LIMITS OF INSURANCE:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or
- b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.

4. The following replaces Paragraph a. of the definition of "insured contract" in the DEFINITIONS Section:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

5. The following is added to the DEFINITIONS Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

6. The following replaces Paragraph 4.b.(1)(b) of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

(b) That is insurance for "premises damage"; or

7. Paragraph 4.b.(1)(c) of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is deleted.

C. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B of SECTION I – COVERAGE:

- b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. The following replaces Paragraph 1.d. of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B of SECTION I – COVERAGE:

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

D. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to the definition of "occurrence" in the DEFINITIONS Section:

"Occurrence" also means an act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person.

2. The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Paragraph (1)(d) above does not apply to "bodily injury" arising out of providing or failing to provide:

- (i) "Incidental medical services" by any of your "employees" who is a nurse practitioner, registered nurse, licensed practical nurse, nurse assistant, emergency medical technician or paramedic; or
- (ii) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.



3. The following is added to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE:**

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

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

**Sale Of Pharmaceuticals**

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance is excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" or "volunteer workers" for "bodily injury" that arises out of providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

**E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS**

The following replaces Paragraph 4. of **SECTION II – WHO IS AN INSURED:**

4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

- a. Coverage under this provision is afforded only:

- (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

- (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

- c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

**F. WHO IS AN INSURED – BROADENED NAMED INSURED – UNNAMED SUBSIDIARIES**

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

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if you maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such subsidiary.



COMMERCIAL GENERAL LIABILITY

**G. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES**

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

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- b. The insurance provided to such premises owner, manager or lessor does not apply to:
  - (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
  - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, lessor or manager.
- c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

**H. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT**

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

Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.
- c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

**I. BLANKET ADDITIONAL INSURED – STATES OR POLITICAL SUBDIVISIONS – PERMITS**

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

Any state or political subdivision that has issued a permit in connection with operations performed by you or on your behalf and that you are required



## COMMERCIAL GENERAL LIABILITY

by any ordinance, law or building code to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of such operations.

The insurance provided to such state or political subdivision does not apply to:

- a. Any "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

### J. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., **Duties In The Event of Occurrence, Offense, Claim or Suit**, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

- e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:

- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture or limited liability company) or any "employee" authorized by you to give notice of an "occurrence" or offense.
- (2) If you are a partnership, joint venture or limited liability company, and none of your partners, joint venture members or managers are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:
  - (a) Any individual who is:
    - (i) A partner or member of any partnership or joint venture;

- (ii) A manager of any limited liability company; or

- (iii) An executive officer or director of any other organization;

that is your partner, joint venture member or manager; or

- (b) Any "employee" authorized by such partnership, joint venture, limited liability company or other organization to give notice of an "occurrence" or offense.

- (3) Notice to us of such "occurrence" or of an offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this Coverage Part includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

### K. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., **Representations**, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

### L. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

## COMMERCIAL GENERAL LIABILITY

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal injury" or "advertising injury" caused by an offense that is committed;

subsequent to the execution of that contract or agreement.

### M. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the **DEFINITIONS** Section:

3. "Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

### N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:
  - c. Any easement or license agreement;
2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.





One Tower Square, Hartford, Connecticut 06183

TRAVELERS CORP. TEL: 1-800-328-2189  
WATER AND SEWER LINE AND RELATED STRUCTU  
COMMON POLICY DECLARATIONS  
ISSUE DATE: 01/10/19  
POLICY NUMBER: 810-1N154443-19-26-G

INSURING COMPANY:  
TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

1. NAMED INSURED AND MAILING ADDRESS:

VAN KIRK SAND & GRAVEL, INC.  
AND AS PER IL T8 00  
PO BOX 585  
SUTTON NE 68979

2. POLICY PERIOD: From 01/01/19 to 01/01/20 12:01 A.M. Standard Time at your mailing address.

3. LOCATIONS:

Premises Loc. No.	Bldg. No.	Occupancy	Address
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4. COVERAGE PARTS FORMING PART OF THIS POLICY AND INSURING COMPANIES:

COMMERCIAL AUTOMOBILE COV PART DECLARATIONS CA T0 01 02 15 TIL

5. NUMBERS OF FORMS AND ENDORSEMENTS

FORMING A PART OF THIS POLICY: SEE IL T8 01 01 01

6. SUPPLEMENTAL POLICIES: Each of the following is a separate policy containing its complete provisions:

Policy	Policy No.	Insuring Company
--------	------------	------------------

DIRECT BILL

SEE CALCULATION OF PREMIUM  
COMPOSITE RATES ENDORSEMENT

7. PREMIUM SUMMARY:

Provisional Premium	\$	85,666.00
Due at Inception	\$	
Due at Each	\$	

NAME AND ADDRESS OF AGENT OR BROKER:

ELLERBROCK-NORRIS AGENCY (HE308)  
PO BOX 816  
HASTINGS NE 68902

COUNTERSIGNED BY:

\_\_\_\_\_  
Authorized Representative

DATE: \_\_\_\_\_

JAN 18 2019

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