

**BOARD OF COMMISSIONERS  
SARPY COUNTY, NEBRASKA**

**RESOLUTION AWARDING BID FOR PROJECT C-77 (08-09) VARIOUS ASPHALT OVERLAY(S), 1.75 MILES  
OF 180<sup>TH</sup> STREET FOR THE HIGHWAY DEPARTMENT**

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6)(Reissue 1997), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 1997), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, bids for this matter have been solicited, made, opened and reviewed pursuant to applicable Nebraska State Statutes; and,

WHEREAS, based on those proceedings, and after a public hearing, this Board has duly deliberated and considered the bids received; and,

WHEREAS, this Board desires to proceed forthwith in order to expedite and facilitate service to the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COUNTY COMMISSIONERS THAT:

- (1) The low bid of U.S. Asphalt Co. for the, Various Asphalt Overlays 1.75 miles of 180<sup>th</sup> Street Project No. C-77 (08-09) in the amount of \$292,713.63 is accepted, ratified, and confirmed.
- (2) This Board's Chairman, Clerk, and Attorney are hereby authorized and directed to execute such ancillary documents as may be required to evidence the contract and take any and all steps necessary or required in order to carry out the terms of such contract after said documents have been reviewed by the Attorney, Fiscal Administrator, and County Administrator.

Dated this 16<sup>th</sup> day of June, 2009.

Moved by Pat Thomas, and seconded by Rich Jensen, that the above Resolution be adopted.  
Carried.

YEAS: [Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

NAYS: none  
 \_\_\_\_\_  
 \_\_\_\_\_

ABSENT: none  
 \_\_\_\_\_  
 \_\_\_\_\_

ABSTAIN: none  
 \_\_\_\_\_  
 \_\_\_\_\_

Attest:

[Signature]  
 Sarpy County Clerk



Approved As To Form:

[Signature]  
 Deputy County Attorney

# Sarpy County Board of Commissioners

1210 GOLDEN GATE DRIVE  
PAPILLION, NE 68046-2895  
593-4155  
www.sarpy.com

ADMINISTRATOR  
Mark Wayne

DEPUTY ADMINISTRATOR  
Scott Bovick

FISCAL ADMIN./PURCHASING AGT.  
Brian Hanson



## COMMISSIONERS

**Rusty Hike**  
District 1  
**Joni Jones**  
District 2  
**Tom Richards**  
District 3  
**Pat Thomas**  
District 4  
**Rich Jansen**  
District 5

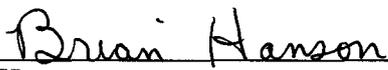
## MEMO

To: Sarpy County Board of Commissioners  
From: Brian Hanson  
Re: Award of Bid for Various Asphalt Overlays

On June 2, 2009, four (4) bids were received and opened for the Various Asphalt Overlays, 1.75 miles of 180<sup>th</sup> Street, Project C-77 (08-09) (see attached bid tabulation). Those bids have been reviewed by the Highway Department and it is recommended that bid be awarded to the low bidder, U.S. Asphalt Co. for a total of \$292,713.63. The engineer's estimate for the project was \$450,470. There are 12 working days on the project including Saturdays.

I have placed this on the June 16, 2009 agenda and recommend your approval. Please contact me with any question at 593-2349.

June 11, 2009

  
\_\_\_\_\_  
Brian Hanson

cc: Deb Houghtaling  
Mark Wayne  
Scott Bovick  
Beth Cunard  
Tom Lynam  
Bill Herr

# THOMAS A. LYNAM

SARPY COUNTY SURVEYOR

• 15100 SOUTH 84th STREET • PAPILLION, NEBRASKA 68046 • 402.339.4606 • FAX: 402.339.6555 •

## Memo

**To:** Sarpy County Board of Commissioners

**From:** Tom Lynam, Sarpy County Surveyor *TAL*

**Date:** 06/10/2009

**Re:** *Recommend Approval of the low bid for Sarpy County Project C-77(08-09) Various Asphalt Overlays.*

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I recommend the Sarpy County Highway Department accept the low bid from U.S. Asphalt Company in the amount of (\$292,713.63), for the Various Asphalt Overlay(s) Project.

If you have any questions, please feel free to contact me,

Bid Tab  
 Various Asphalt Overlays Project C-77 (08-09)  
 For the  
 Sarpy County Highway Department

Bid Open:  
 3:00 p.m., Tuesday,  
 May 20, 2008

Description	Unit	Quantity	Constructors, Inc.		U.S. Asphalt Co.		Western Engineering		Pavers, Inc.	
			Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price
<b>180th Street</b>										
01. Barricades	L.S.	JOB	\$ 4,000.00	\$ 4,000.00	\$ 2,800.00	\$ 2,800.00	\$ 1,100.00	\$ 1,100.00	\$ 5,650.00	\$ 5,650.00
02. 1/2" Cold Milling	S.Y.	24,827	\$ 0.45	\$ 11,172.15	\$ 0.43	\$ 10,675.61	\$ 0.59	\$ 14,647.93	\$ 2.83	\$ 70,260.41
03. 3" Asphalt Surfacing (Type SP-4)	S.Y.	25,077	\$ 11.50	\$ 288,385.50	\$ 9.38	\$ 235,222.26	\$ 11.20	\$ 280,862.40	\$ 15.46	\$ 387,690.42
04. Full Depth Base Repair	Tons	325	\$ 75.00	\$ 24,375.00	\$ 75.00	\$ 24,375.00	\$ 89.50	\$ 29,087.50	\$ 90.97	\$ 29,565.25
05. 4" Drive Asphalt Surfacing (type SP-4)	S.Y.	119	\$ 19.25	\$ 2,290.75	\$ 17.60	\$ 2,094.40	\$ 20.00	\$ 2,380.00	\$ 26.83	\$ 3,192.77
06. Tack Coat	Gal	3792	\$ 1.40	\$ 5,308.80	\$ 1.60	\$ 6,067.20	\$ 2.00	\$ 7,584.00	\$ 1.70	\$ 6,446.40
07. Level Layer Coarse	Tons	35	\$ 75.00	\$ 2,625.00	\$ 65.00	\$ 2,275.00	\$ 80.00	\$ 2,800.00	\$ 96.62	\$ 3,381.70
08. Earthwork Shoulders	L.S.	JOB	\$ 0.15	\$ 0.15	\$ 6,000.00	\$ 6,000.00	\$ 4,975.00	\$ 4,975.00	#####	\$ 13,560.00
09. Striping (Yellow Centerline)	L.F.	9,424	\$ 0.15	\$ 1,413.60	\$ 0.12	\$ 1,130.88	\$ 0.17	\$ 1,602.08	\$ 1.70	\$ 16,020.80
10. Striping (White Edgelines)	L.F.	18,848	#####	\$ 26,000.00	\$ 0.11	\$ 2,073.28	\$ 0.17	\$ 3,204.16	\$ 1.70	\$ 32,041.60
<b>Total Base Bid</b>				<b>\$ 361,570.95</b>		<b>\$ 292,713.63</b>		<b>\$ 348,243.07</b>		<b>\$ 567,809.35</b>
<b>Alternate Bid</b>										
11. 3" Asphalt Surfacing (Type CMC)	S.Y.	25,077	\$ 10.95	\$ 274,593.15	\$ 8.68	\$ 217,668.36	\$ 10.20	\$ 255,785.40	\$ 15.12	\$ 379,164.24
<b>Addendum Acknowledged</b>				Yes		Yes		Yes		Yes
<b>Bid Bond Included</b>				Yes		Yes		Yes		Yes
<b>Contractor Start Date</b>				8/3/2009		Upon award of Contract		On or before 8/12/09		8/15/2009

Contractor: US Asphalt

## CONTRACT AGREEMENT

THIS CONTRACT is made and entered into in TRIPLICATE by and between Sarpy County, Nebraska hereinafter called County, and U.S. Asphalt Co. hereinafter called Contractor.

In consideration of the following mutual agreements and covenants, it is understood and agreed by the parties hereto that:

1. **The Contractor does hereby agree to undertake and construct Sarpy County Project No. C-77 (08-09) Various Asphalt Overlays.**

Also referred to hereinafter as work, in accordance with terms and provisions hereof and subject to the quality provisions in the accepted Proposal of Contractor for the sum of \$292,713.63 (Two hundred ninety two thousand seven hundred thirteen dollars and 63/100) under penalty of Performance, Payment and Guarantee Bond.

2. The Contractor shall conform with the applicable plans and specifications, applicable Special Provisions and any applicable change order or addenda pertaining thereto or to this Contract, all of which by reference thereto are made a part hereof. Applicable notice to bidders, Instruction to bidders, Bid Proposal of Contractor, Resolution awarding this Contract, the Performance, Payment and Guarantee Bond and all proceedings by the governing body of the County relating to the aforesaid work are made a part hereto by reference thereto.
3. The County agrees to pay the Contractor in accordance with the provisions of the specifications, the accepted Proposal of the Contractor and the provisions of this Contract.
4. All provisions of each document and item referred to in Paragraph 2 above shall be strictly complied with the same as if rewritten herein, and in the event of conflict among the provisions of said documents, the provisions most favorable to the County shall govern, and substitution or change shall be made except upon written direction, the form of which shall be written "Change Order" of the County; and substitution or change shall in no manner be construed to release either party from any specified or implied obligation of this Contract except as specifically provided for in the Change Order.
5. The Contractor warrants that it has neither employed nor retained any company or person, other than bona fide employee working for Contractor to solicit or secure this Contract, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County shall have the right to annul this Contract without liability, or in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

6. County and Contractor promise and agree to comply with all Federal and State laws and County ordinances, and such other rules and regulations as may apply to this Contract, including but not limited to: the Americans with Disabilities Act of 1990 (29 U.S.C.A. 12101, et seq.); the Rehabilitation Act of 1973 (29 U.S.C.A. 701, et seq.); and the Drug Free Workplace Act of 1988 (41 U.S.C.A. 701, et seq.). Furthermore, pursuant to Neb. Rev. Stat. 73-102 Reissue 1990), County and Contractor declare, promise, and warrant that they have and will continue to comply fully with the Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C.A. 1985, et seq.); and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. 48-1101, et seq., (Reissue 1993), in that there shall be no discrimination against any person who is employed in the performance of this Contract, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.
7. The Contractor shall indemnify and save harmless Sarpy County, its officers, employees, agents and representatives from all claims, suits or actions of every kind and character made upon or brought against the said Sarpy County, its officers, employees, agents and representatives for on or account of any injuries or damages received or sustained by any party or parties by or from the acts or omissions of the said Contractor or its servants, agents, representatives and subcontractors, in doing the work herein contracted for or by or in consequence of any negligence in guarding the same or any improper material used in its construction or by or on account of any act or omission of said Contractor or its servants, agents, representatives and subcontractor or its servants, agents, representatives and subcontractors arising out of any manner connected with the performance of this Contract, and also from all claims or damage for infringement of any patent in fulfilling this Contract.

8. Insurance Requirements

The Contractor shall not begin work under this Agreement until all insurance certificates have been filed with the Sarpy County Clerk.

The following insurance coverages shall be kept in force during the life of the Agreement and shall be primary with respect to any insurance or self-insurance programs covering the County, its commissioners/supervisors, officials, agents, representatives and employees.

a. Worker's Compensation and Employers Liability Insurance

The minimal acceptable limits shall be the statutory limits as required by the State of Nebraska for Coverage A, Workers' Compensation and \$500,000 each accident for Coverage B, Employers Liability.

b. Commercial General Liability Insurance

Coverage should include broad form coverage written on a commercial general liability form and written on an occurrence basis. The coverage must protect against claims for damages resulting from bodily injury, including death, personal injury and property damage.

The minimum acceptable limits of liability shall be \$1,000,000 each occurrence. If the coverage contains a general aggregate, such limit shall not be less than \$2,000,000. The products/completed operations limit shall not be less than \$2,000,000.

c. Automobile Liability Insurance

Coverage shall be against claims for damages resulting from bodily injury, including death and property damage, which may arise from the operations of any owned, hired or non-owned automobile. The minimum acceptable limit of liability shall be \$1,000,000 Combined Single Limit for each accident.

d. Certificate of Insurance

The Contractor shall furnish the County with a certificate(s) of insurance evidencing the coverage required in this section. Such certificate(s) shall specifically state that the insurance company or companies underwriting these insurance coverages shall give the County at least thirty (30) days written notice in the event of cancellation of, or material change in, any of the coverages. If the certificate(s) is shown to expire prior to completion of all the terms of this Agreement, the Contractor shall furnish a certificate(s) of insurance evidencing renewal of its coverage to the County.

The Contractor shall require each and every Subcontractor performing work under this Agreement to maintain the same coverages required of the Contractor in this Section, and upon the request of the County, shall furnish the County with a certificate(s) of insurance evidencing the Subcontractor's insurance coverages required in this section.

e. Property Insurance

The County's Builders Risk coverage is an "Owners Interest Only" form. It covers only the interest of the County and the property the County owns. The policy does not cover the interest of any independent contractor involved in any construction project.

During the term of the Contract all responsibility for maintenance of property insurance on the work remains solely with the Contractor who shall as a minimum requirement obtain a "All Risk" Builders Risk insurance policy or an installation floater which includes on-site and transit coverage, in addition to "damage to property of other" coverage with sufficient limits to cover the value of the material, equipment and/or machinery involved under this Contract.

f. Insurance Company

All insurance coverages herein required of the Contractor shall be written by an insurance company or companies transacting business as an admitted insurer in

the State of Nebraska or under the Nebraska Surplus Lines Insurance Act. All insurance companies must possess a minimum A.M. Best Insurance Company rating of A-. Upon request by the County, the Contractor shall furnish evidence that the insurance company or companies being used by the Contractor meet the minimum requirements listed in this section.

Upon request by the County, the Contractor shall furnish the County with complete and accurate copies of the insurance policies required within this section. If at anytime during the life of this Contract, the Contractor's insurance coverages and limits do not meet or exceed the minimum insurance requirements presented in this section, the Contractor is required to notify the County of any deviations from the minimum requirements presented in this section.

9. The Contractor shall pay to the Unemployment Compensation Fund of the State of Nebraska unemployment contributions and interest due under the laws of the State of Nebraska on wages paid to individuals employed in the performance of this Contract, and shall submit to Sarpy County written clearance from the Commissioner of Labor of the State of Nebraska certifying that all payments due of contributions and interest which may have arisen under this Contract have been paid by the Contractor or his subcontractor, to the State of Nebraska Unemployment Compensation Fund. Payment of the final five percent (5%) of the total amount of the Contract shall be withheld until this provision have been complied with as required by Section 48-657 R.R.S. 1943, as amended.
10. The Contractor shall not, in performance of this Agreement, discriminate or permit discrimination against any person because of race, sex, age or political or religious options or affiliations in violation of federal or state laws or local ordinances and further the Contractor shall comply with Sarpy County ordinances pertaining to civil rights and human relations.
11. The Contractor shall procure a policy or policies of insurance which shall guarantee payment of compensation according to the Workmen's Compensation Laws of Nebraska for all workmen injured in the scope of employment; and further agrees to keep said policy or policies in full force by the Contractor throughout the term of this Contract. Certificates of insurance or copies of policies if required by any department of the County, shall be filed by the Contractor with Sarpy County.
12. Except as may otherwise be required by applicable law payment of any balance due to the Contractor under this Contract shall be made by the County to the Contractor upon completion of the Contractor's work and obligations in accordance with the Contract, upon acceptance thereof by the County, and upon submission of certificate by the Contractor in accordance with Paragraph 11 above. No payment by the County shall in any way constitute any waiver of any rights of Sarpy County.
13. Pursuant to Neb. Rev. Stat. 23-3113 (Reissue 1991), the Parties hereto declare and affirm that no officer, member, or other employee of the County, and no member of its governing body, and no other public official of the County who exercises any functions or responsibilities in the review or approval of the undertaking described in this Contract, or

in the performing of services pursuant to this Contract which effects his or her personal interest, or any corporation, partnership, or association in which he or she is directly or indirectly interested; nor shall any employee of the County, nor indirect, in this Contract or the proceeds thereof.

14. Neither County nor Contractor shall engage the services of any person or persons presently in the employ of the other for work covered by this Contract without the express written consent of the employer of such person or persons.
15. Each party declares, represents, warrants and acknowledges that it is not an agent for the other now, nor will it be in the future. Each party is an independent Contractor, and neither party is or will become the employee of the other as a result of the relationship created by this Contract.
16. It is understood and agreed by the parties to hereto that is any part, term, condition or provision of this Contract is held to be illegal or in conflict with any law of this State or of the United States, the validity of the remaining parts, terms, conditions, or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular part, term, condition, or provisions held to be invalid.
17. This Contract and documents incorporated herein by reference contain the entire Contract between the Parties, and there are no other written or oral promises, agreement or warrants which may effect it.
18. The Contractor acknowledges that it is, and will, remain fully obligated under the provisions of this Contract, regardless of any delegation of duties or assignment or benefits hereunder. Contractor further acknowledges and promises that the provisions of this Contract shall be made binding on any Subcontractor(s) it may retain. Contractor shall require that all Subcontractors hold County harmless from any and all claims and causes of action resulting from actions or activities of Subcontractor. Contractor shall require that all Subcontractors comply with any and all applicable State and Federal laws and that Subcontractor(s) obtain any and all necessary permits or licenses necessary to conduct work under this Contract.
19. Contractor **may not** subcontract or assign any portion of Contract without prior written approval from the County.
20. Vendor expressly guarantees all work and materials as described herein.

This Contract cannot be amended except by written agreement of both parties. Notice to the Parties shall be given in writing to the agents of each party named below:

County: Ms. Deb Houghtaling  
Sarpy County Board Business Office  
1210 Golden Gate Dr  
Papillion, NE 68046

Contractor: U.S. Asphalt, Samuel Rexin  
14012 Giles Rd.  
Omaha NE 68138

IN WITNESS WHEREOF, the parties hereto have caused these instruments to be executed in THREE original counterparts, this as of this \_\_\_\_\_ day of \_\_\_\_\_, 2009.



County of Sarpy, Nebraska  
A Body Politic and Corporate

Tom Jones 6/16/2009  
CHAIRMAN

ATTEST:

CLERK: Debra Hunter

APPROVED AS TO FORM:

[Signature]  
COUNTY ATTORNEY/DEPUTY

CONTRACTOR:

U.S. ASPHALT CO.

ATTEST:

[Signature]  
SECRETARY/WITNESS

[Signature]  
PRESIDENT - Vice

Contractor: U.S. ASPHALT CO.

**Sarpy County, Nebraska  
Various Asphalt Overlays  
1.75 Miles of 180th Street  
Project No. C-77 (08-09)  
Bid Form**

The undersigned, having carefully examined the Plans and Specifications, and having examined the site, hereby submit our proposal.

Attached hereto is a Bid Bond in the amount of 5% of the amount bid made payable to the Sarpy County Treasurer, which is agreed shall be forfeited should the undersigned fail to perform or fail to furnish bond and securities in accordance with the proposal.

For furnishing all materials, labor, equipment, tools, together with appurtenances and accessories required to prepare, construct, erect and install the proposed improvements, complete and ready for operation, our bid as follows:

	Description	Unit	Quantity	Unit Price	Ext. Price
180th Street					
01.	Barricades	LUMP	JOB	\$ 2800 <sup>00</sup>	\$ 2800 <sup>00</sup>
02.	1/2" Cold Milling	S.Y.	24,827	\$ . 43	\$ 10,675 <sup>61</sup>
03.	3" Asphalt Surfacing (Type SP-4)	<del>TONS</del> S.Y.	25,077	\$ 9 <sup>38</sup>	\$ 235,222 <sup>26</sup>
04.	Full Depth Base Repair	TONS	325	\$ 75 <sup>00</sup>	\$ 24,375 <sup>00</sup>
05.	4" Drive Asphalt Surfacing (type SP-4)	S.Y.	119	\$ 17 <sup>60</sup>	\$ 2094 <sup>40</sup>
06.	Tack Coat	GAL	3,792	\$ 1 <sup>60</sup>	\$ 6067 <sup>20</sup>
07.	Level Layer Coarse	TONS	35	\$ 65 <sup>00</sup>	\$ 2275 <sup>00</sup>
08.	Earthwork Shoulders	LUMP	JOB	\$ 6,000 <sup>00</sup>	\$ 6000 <sup>00</sup>
09.	Striping (Yellow Centerline)	L.F.	9,424	\$ . 12	\$ 1130 <sup>88</sup>
10.	Striping (White Edgelines)	L.F.	18,848	\$ . 11	\$ 2073 <sup>28</sup>
Total Base Bid					\$ 292,713 <sup>36</sup>
Alternate Bid					
11.	3" Asphalt Surfacing (Type CMC)	S.Y.	25,077	\$ 8 <sup>68</sup>	\$ 217,668 <sup>26</sup>

\*Prices are to be F.O.B. - Various Asphalt Overlays, Sarpy County, NE

START DATE: upon AWARD & Execution of contract



Contractor: U.S. ASPHALT CO.

**References:**

Company Name: Sarpy County  
Address: 15100 South 84th St., Papillion, NE 68047  
Contact Name: Bill Herr Phone Number: (402) 339-4606 Ext. 106  
Fax Number: (402) 339-6555 Date of Purchase: 2007

Company Name: City of Omaha  
Address: 1819 Farnam St., Omaha, NE 68183  
Contact Name: Jim Beck Phone Number: (402) 444-5145  
Fax Number: \_\_\_\_\_ Date of Purchase: 2008-2009

Company Name: State of Nebraska  
Address: 1500 Hwy 2, PO Box 94759, Lincoln, NE 68509  
Contact Name: Claude Oie Phone Number: (402) 479-4532  
Fax Number: (402) 479-4325 Date of Purchase: 2008-2009

I certify that this bid is submitted in accordance with the specifications issued by Sarpy County.

The undersigned acknowledged receipt of the following addenda (if applicable):

Addendum #1 yes - 5/29/09  
Addendum #2 \_\_\_\_\_

**Attachments:**      **Literature**  
                             **Warranty Information**

U.S. ASPHALT CO.

Company Name

Samuel A. Rexin      V.P.  
Authorized Signature

14012 Giles Road  
Address

Omaha, Nebr, 68138  
City, State & Zip

Samuel A. Rexin  
Company Representative (Please print)

402-895-6666  
Telephone Number

402-895-3697  
Fax Number

DDigby@omni-group.net  
E-Mail Address

**\*NOTE: Sarpy County is tax exempt and will provide the proper form upon request.**

Contractor: \_\_\_\_\_

**References:**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_ Date of Purchase: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_ Date of Purchase: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_ Date of Purchase: \_\_\_\_\_

I certify that this bid is submitted in accordance with the specifications issued by Sarpy County.

The undersigned acknowledged receipt of the following addenda (if applicable):

Addendum #1 \_\_\_\_\_

Addendum #2 \_\_\_\_\_

**Attachments: Literature  
Warranty Information**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Representative (Please print)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
City, State & Zip

\_\_\_\_\_  
E-Mail Address

***\*NOTE: Sarpy County is tax exempt and will provide the proper form upon request.***

including but not limited to: the Americans with Disabilities Act of 1990 (29 U.S.C.A. 12101, et seq.); the Rehabilitation Act of 1973 (29 U.S.C.A. 701, et seq.); and the Drug Free Workplace Act of 1988 (41 U.S.C.A. 701, et seq.). Furthermore, pursuant to Neb. Rev. Stat. 73-102 Reissue 1990), County and Contractor declare, promise, and warrant that they have and will continue to comply fully with the Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C.A. 1985, et seq.); and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. 48-1101, et seq., (Reissue 1993), in that there shall be no discrimination against any person who is employed in the performance of this Contract, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

7. The Contractor shall indemnify and save harmless Sarpy County, its officers, employees, agents and representatives from all claims, suits or actions of every kind and character made upon or brought against the said Sarpy County, its officers, employees, agents and representatives for on or account of any injuries or damages received or sustained by any party or parties by or from the acts or omissions of the said Contractor or its servants, agents, representatives and subcontractors, in doing the work herein contracted for or by or in consequence of any negligence in guarding the same or any improper material used in its construction or by or on account of any act or omission of said Contractor or its servants, agents, representatives and subcontractor or its servants, agents, representatives and subcontractors arising out of any manner connected with the performance of this Contract, and also from all claims or damage for infringement of any patent in fulfilling this Contract.

8. Insurance Requirements

The Contractor shall not begin work under this Agreement until all insurance certificates have been filed with the Sarpy County Clerk.

The following insurance coverages shall be kept in force during the life of the Agreement and shall be primary with respect to any insurance or self-insurance programs covering the County, its commissioners/supervisors, officials, agents, representatives and employees.

- a. Worker's Compensation and Employers Liability Insurance

The minimal acceptable limits shall be the statutory limits as required by the State of Nebraska for Coverage A, Workers' Compensation and \$500,000 each accident for Coverage B, Employers Liability.

- b. Commercial General Liability Insurance

Coverage should include broad form coverage written on a commercial general liability form and written on an occurrence basis. The coverage must protect against claims for damages resulting from bodily injury, including death, personal injury and property damage.

The minimum acceptable limits of liability shall be \$1,000,000 each occurrence. If

insurance companies must possess a minimum A.M. Best Insurance Company rating of A-. Upon request by the County, the Contractor shall furnish evidence that the insurance company or companies being used by the Contractor meet the minimum requirements listed in this section.

Upon request by the County, the Contractor shall furnish the County with complete and accurate copies of the insurance policies required within this section. If at anytime during the life of this Contract, the Contractor's insurance coverages and limits do not meet or exceed the minimum insurance requirements presented in this section, the Contractor is required to notify the County of any deviations from the minimum requirements presented in this section.

9. The Contractor shall pay to the Unemployment Compensation Fund of the State of Nebraska unemployment contributions and interest due under the laws of the State of Nebraska on wages paid to individuals employed in the performance of this Contract, and shall submit to Sarpy County written clearance from the Commissioner of Labor of the State of Nebraska certifying that all payments due of contributions and interest which may have arisen under this Contract have been paid by the Contractor or his subcontractor, to the State of Nebraska Unemployment Compensation Fund. Payment of the final five percent (5%) of the total amount of the Contract shall be withheld until this provision have been complied with as required by Section 48-657 R.R.S. 1943, as amended.
10. The Contractor shall not, in performance of this Agreement, discriminate or permit discrimination against any person because of race, sex, age or political or religious options or affiliations in violation of federal or state laws or local ordinances and further the Contractor shall comply with Sarpy County ordinances pertaining to civil rights and human relations.
11. The Contractor shall procure a policy or policies of insurance which shall guarantee payment of compensation according to the Workmen's Compensation Laws of Nebraska for all workmen injured in the scope of employment; and further agrees to keep said policy or policies in full force by the Contractor throughout the term of this Contract. Certificates of insurance or copies of policies if required by any department of the County, shall be filed by the Contractor with Sarpy County.
12. Except as may otherwise be required by applicable law payment of any balance due to the Contractor under this Contract shall be made by the County to the Contractor upon completion of the Contractor's work and obligations in accordance with the Contract, upon acceptance thereof by the County, and upon submission of certificate by the Contractor in accordance with Paragraph 11 above. No payment by the County shall in any way constitute any waiver of any rights of Sarpy County.
13. Pursuant to Neb. Rev. Stat. 23-3113 (Reissue 1991), the Parties hereto declare and affirm that no officer, member, or other employee of the County, and no member of its governing body, and no other public official of the County who exercises any functions so

Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused these instruments to be executed in THREE original counterparts, this as of this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

(SEAL)

County of Sarpy, Nebraska  
A Body Politic and Corporate

CHAIRMAN: \_\_\_\_\_

ATTEST: \_\_\_\_\_

CLERK: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
COUNTY ATTORNEY/DEPUTY

CONTRACTOR: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
SECRETARY/WITNESS

PRESIDENT: \_\_\_\_\_

# **SPECIFICATIONS**

**Various Asphalt Overlays**

**1.75 Miles of 180th Street**

**Project C-77 (08-09)**

**for the**

**Sarpy County Highway Department**

**SARPY COUNTY, NEBRASKA**

**PROPOSALS DUE: 3:00 p.m., Tuesday, June 2, 2009**

# **SPECIFICATIONS**

**Various Asphalt Overlays  
1.75 Miles of 180th Street  
Project C-77 (08-09)**

**for the**

**Sarpy County Highway Department**

**SARPY COUNTY, NEBRASKA**

**PROPOSALS DUE: 3:00 p.m., Tuesday, June 2, 2009**

## General Information

### Notice to Vendors

Sarpy County is seeking proposals for Various Asphalt Overlays 1.75 Miles of 180th Street, Project No. C-77 (08-09) for the Sarpy County Highway Department. The successful Vendor will enter into a Contract (see attached Exhibit "A").

Sealed bids will be received Monday through Friday 8:00 a.m. to 4:45 p.m. except holidays, until 3:00 p.m., Tuesday, June 2, 2009. Bids shall be in a sealed envelope, clearly marked "Sealed Bid - Various Asphalt Overlays 1.75 Miles of 180th Street, Project No. C-77 (08-09)" and shall have the name of the Vendor, and the time and date of the bid opening. **Do not fax bids, only sealed bids will be accepted.**

**Submit one (1) original and three (3) copies of the entire proposal including attachments.**

**Requests for information and clarification questions must be received by Friday, May 22, 2009 at 12:00 P.M. in order for Sarpy County to have time to issue an addendum.**

Bidding criteria must be received from Debby Peoples, Asst. Purchasing Agent, 1210 Golden Gate Drive, Papillion, NE 68046, (402) 593-4476, [debp@sarpy.com](mailto:debp@sarpy.com) or via the internet at [www.sarpy.com](http://www.sarpy.com).

Vendors that obtain specifications from the internet sites are responsible for obtaining any addenda that may be added at a later time.

Bids must be sent to:

Deb Houghtaling  
Sarpy County Board Business Office  
1210 Golden Gate Drive  
Papillion, NE 68046

Bids not addressed and delivered to the above person will not be considered. Bids received after the above stated time and date will not be considered.

Bid opening will be a public opening to be held during the Sarpy County Board of Commissioners Meeting in the Sarpy County Board Room at 1210 Golden Gate Drive, Papillion, NE. The bid opening will be at 3:00 p.m., Tuesday, June 2, 2009.

All bids submitted shall be valid for a period of sixty (60) days following the final date for submission of bids.

Sarpy County will not be liable for costs incurred by Vendors for proposal preparation, printing, demonstration, or any other costs associated with or incurred in reliance on proposal creation. All such costs shall be the responsibility of the Vendor.

The bids shall include all charges and applicable taxes, F.O.B., Various Asphalt Overlays Papillion, Nebraska as identified in the Specifications. The Vendor need not include sales tax in

the bid. Sarpy County will, upon request, furnish the successful Vendor with a completed State of Nebraska Tax Exempt Form 13 upon acceptance of the successful Vendor's proposal.

The Sarpy County Board of Commissioners reserves the right to reject any or all bids and to waive minor informalities.

In the event of conflict between unit price and extended price, unit price shall prevail.

**Procedures for Evaluation and Awarding of Bid:**

1. Evaluation will be done by Debby Peoples, Sarpy County Asst. Purchasing Agent and personnel from the Sarpy County Highway Department. After evaluation the Purchasing Department will make a recommendation to the County Board of Commissioners for award. This recommendation and pending award will be made at a public meeting of the Board of Commissioners. Agendas are available each Friday afternoon on our internet site [www.sarpy.com](http://www.sarpy.com). The Commissioners award the bid by majority vote.
2. The following factors will be used to consider the award of the bid, where applicable:
  - a. Compliance with all requirements.
  - b. Price.
  - c. The ability, capability, and skills of the Vendor to perform.
  - d. The character, integrity, reputation, judgement, experience, and efficiency of the Vendor.
  - e. The quality of previous performance.
  - f. Whether the Vendor can perform within the time specified.
  - g. The previous and existing compliance of the supplier with laws.
  - h. The life-cost of the personal property or services in relation to the purchase price and specified use.
  - i. The performance of the personal property or service taking into consideration any commonly accepted tests and standards of product, service, usability and user requirements.
  - j. The energy efficiency ratio as stated by the supplier.
  - k. The life-cycle costs between alternatives for all classes of equipment, the evidence of expected life, the repair and maintenance costs, and the energy consumption on a per year basis.
  - l. Such other information as may be secured having a bearing on the decision.

**Terms and Conditions:**

1. Bid Bond:

Each bid must be accompanied in a SEPARATE SEALED ENVELOPE by a cashier's check on a bank whose deposits are insured by the Federal Deposit Insurance Corporation or a bid bond in the amount of five percent (5%) of the bid price and must be payable without condition to the Sarpy County Treasurer, to protect Sarpy County against failure to deliver materials as bid. The selected Vendor's security will be retained until satisfactory delivery of performance bond and all contract documents are signed and

received. All other Vendor's security will be retained for 30 days after bid award. **If cashier's check or bid bond as herein set forth is not received with the proposal, the proposal may not be considered.**

2. Performance Bond:

The successful Vendor shall be required to furnish a performance bond, and said bond shall be in the amount of 100% of the total amount of the bid, written by a surety licensed to do business in the State of Nebraska. Said performance bond shall be provided to the Sarpy County Clerk ten (10) days after execution of the contract documents and bid award. Bond may be secured through the Vendor's usual sources.

3. Information, Discussion, and Disclosures:

- a. Any information provided by Sarpy County to any Vendor prior to the release of this Request for Proposal ("RFP"), verbally or in writing, is considered preliminary and is not binding on Sarpy County.
- b. The Vendor must not make available nor discuss any cost information contained in the sealed copy of the proposal to or with any employee of Sarpy County from the date of issuance of this RFP until the contract award has been announced, unless allowed by the Sarpy County Purchasing Department in writing for the purpose of clarification or evaluation.
- c. No interpretation of the meaning of the specifications, or other bidding documents, nor correction of any ambiguity, inconsistency, or error therein will be made orally to any Vendor.
- d. Every request for such interpretation or correction should be in writing, addressed to the Sarpy County Purchaser, Beth Cunard, 1210 Golden Gate Drive, Papillion, NE 68046, voice (402) 593-4476, FAX (402) 593-4304. **Requests must be received by 12:00 p.m. May 22, 2009 in order for Sarpy County to have time to issue an addendum.** Requests received after the deadline may not be considered. In case Sarpy County finds it expedient to supplement, modify, or interpret any portion of the bidding documents prior to the proposed bid date, such procedure will be accomplished by the issuance of written addenda to the RFP which will be mailed or delivered to all prospective Vendors at the respective addresses furnished for such purpose.

4. Confidentiality of Documents:

Sarpy County considers all information, documentation and other materials requested to be submitted in response to this proposal to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under Neb. Rev. Stat. § 84-712.05(3).

Vendors are hereby notified that Sarpy County strictly adheres to all statutes, court decisions, and opinions of the Nebraska Attorney General with respect to disclosure of RFP information.

Any "proprietary, trade secret, or confidential commercial or financial" information must be clearly identified, in a separate sealed envelope, at the time of bid/proposal submission. The Vendor will be required to fully defend, in all forums, Sarpy County's refusal to produce such information; otherwise, Sarpy County will make such information public.

5. Addenda:

- a. All addenda will become part of this RFP and be responded to by each Vendor.
- b. All addenda must be acknowledged in writing in the bid submitted by the Vendor.
- c. This RFP, any subsequent addenda, and any written responses to questions take precedence over any information previously provided.

6. Non-Discrimination Clause:

Pursuant to Neb. Rev. Stat. §73-102 (Reissue 1996), Vendor declares, promises, and warrants it has and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A. §1985, et seq.), and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1101, et seq. (Reissue 2004), in that there shall be no discrimination against any employee who is employed in the performance of this Contract, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

7. Conflict of Interest Clause:

Pursuant to Neb Rev. Stat. §23-3113 (Reissue 1997), the parties hereto declare and affirm that no officer, member, or employee of the County, and no member of its governing body, and no other public official of the County who exercises any functions or responsibilities in the review or approval of the undertaking described in this Contract, or the performing of services pursuant to this Contract, shall participate in any decision relating to this Contract which affects his or her personal interest, or any corporation, partnership, or association in which he or she is directly or indirectly interested; nor shall any employee of the County, nor any member of its governing body, have any interest, direct or indirect, in this Contract or the proceeds thereof.

8. Payment Terms:

The successful Vendor shall submit an itemized invoice for payment. Sarpy County will make payment to the successful Vendor within thirty (30) days after receipt of invoice

and satisfactory services in accordance with the Contract and Special Provisions.

9. Supplemental Terms and Conditions/Modifications:

Any supplemental terms, conditions, modifications, or waiver of these terms and conditions must be in writing and signed by the Sarpy County Board Chairman and the Vendor.

10. Termination:

Either party may terminate the Contract with ninety (90) days' written notice to the other.

11. Breach:

Should Vendor breach, violate, or abrogate any term, condition, clause or provision of this agreement, the County shall notify Vendor in writing that such an action has occurred. If satisfactory provision does not occur within ten (10) days from such written notice the County may, at its option, terminate this agreement and obtain an alternate provider to provide all required materials. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

12. Insurance Requirements

**The Vendor shall not begin work under this Agreement until all insurance certificates have been filed with the Sarpy County Clerk.**

Vendor shall not commence work on this Contract until he/she has obtained all insurance required under this Section and such insurance has been approved by Sarpy County, nor shall Vendor allow any subcontractors to commence work on his/her subcontract until similar insurance required of the subcontractor has been so obtained and approved.

The following insurance coverages shall be kept in force during the life of the Contract and shall be primary with respect to any insurance or self-insurance programs covering the County, its commissioners/supervisors, officials, agents, representatives and employees.

Workers' Compensation and Employers Liability Insurance

The minimal acceptable limits shall be the statutory limits as required by the State of Nebraska for Coverage A, Workers' Compensation and \$500,000 each accident for Coverage B, Employers Liability.

Commercial General Liability Insurance

Coverage should include broad form coverage written on a commercial general liability form and written on an occurrence basis. The coverage must protect against claims for

damages resulting from bodily injury, including death, personal injury and property damage.

The minimum acceptable limits of liability shall be \$1,000,000 each occurrence. The coverage will contain a general aggregate, such limit shall not be less than \$2,000,000. The products/completed operations limit shall not be less than \$2,000,000.

#### Automobile Liability Insurance

Coverage shall be against claims for damages resulting from bodily injury, including death and property damage, which may arise from the operations of any owned, hired or non-owned automobile. The minimum acceptable limit of liability shall be \$1,000,000 Combined Single Limit for each accident.

#### Certificate of Insurance

The Vendor shall furnish the County with a certificate(s) of insurance evidencing the coverages required in this section. Such certificate(s) shall specifically state that the insurance company or companies underwriting these insurance coverages shall give the County at least thirty (30) days' written notice in the event of cancellation of, or material change in, any of the coverages. If the certificate(s) is shown to expire prior to completion of all the terms of this Contract, the Vendor shall furnish a certificate(s) of insurance evidencing renewal of its coverage to the County.

The Vendor shall require each and every Subcontractor performing work under this Contract to maintain the same coverages required of the Vendor in this Section, and upon the request of the County, shall furnish the County with a certificate(s) of insurance evidencing the Subcontractor's insurance coverages required in this section.

#### Insurance Company

All insurance coverages herein required of the Vendor shall be written by an insurance company or companies transacting business as an admitted insurer in the State of Nebraska or under the Nebraska Surplus Lines Insurance Act. All insurance companies must possess a minimum A.M. Best Insurance Company rating of A-. Upon request by the County, the Vendor shall furnish evidence that the insurance company or companies being used by the Vendor meet the minimum requirements listed in this section.

Upon request by the County, the Vendor shall furnish the County with complete and accurate copies of the insurance policies required within this section. If at any time during the life of this Contract, the Vendor's insurance coverages and limits do not meet or exceed the minimum insurance requirements presented in this section, the Vendor is required to notify the County within thirty (30) days of any deviations from the minimum requirements presented in this section.

13. Assignment:

The Vendor may not assign this Contract without the prior written consent of the County.

14. Subcontracting:

Vendor may not subcontract the work to be performed, without prior written consent of the County. If such consent is granted, Vendor will retain responsibility for all work associated with the Contract. The Vendor must identify any subcontractors it intends to use in the execution of this Contract. The Vendor must identify subcontractors in writing within the proposal.

15. Independent Contractor:

The Vendor shall in the performance of the Contract at all times be an independent contractor and not an employee or agent of the County. The Vendor, its officers, employees and agents shall at no time represent the Vendor to be other than an independent contractor or represent themselves to be other than employees of the Vendor.

16. Indemnity:

The Vendor shall indemnify and save harmless Sarpy County, its officers, employees and agents from all loss, claims, suits or actions of every kind and character made upon or brought against Sarpy County, its officers, employees, or agents, for or sustained by any party or parties as a result of any act, error, omission or negligence of said Vendor or its servants, agents, and subcontractors; and also from all claims of damage in fulfilling this Contract.

17. Guarantee

a. Terms:

The Vendor hereby expressly guarantees the work and materials described herein for the full period of **two (2) years** from the date of approval and acceptance by the County, and said Vendor binds itself and heirs and assigns for the entire expense of maintaining same in good condition (except normal wear and tear not occasioned by improper methods/materials); and for all repairs or reconstruction which may, from any imperfection in the said work or materials become necessary within the terms of this guarantee. To the extent Vendor was originally responsible for the work or materials (including Supervision) under the Contract documents, the Vendor further agrees to correct and repair promptly during that time all failures of whatsoever description and all settlements and shall deliver the work or materials in all respects in good condition and repair.

b. Failure to make repairs:

If at any time within the period of guarantee after the completion and acceptance of the work herein contracted for, the work shall, in the judgement of the County, require such repairs or reconstruction as above set out, County shall notify the Vendor. Should the Vendor refuse or neglect to begin to make such repairs within five (5) days from the date of serving such notice, the County shall have the right to cause such repairs or reconstruction to be made in such a manner as County shall deem best, and the cost thereof shall be paid by the Vendor and Vendor's sureties or deducted from the reserve fund.

c. Expiration of guarantee period:

It shall be the duty of the Vendor to notify the County, in writing, within thirty (30) days prior to the expiration of the guarantee period to inspect the work, and unless the Vendor shall furnish such notice, the obligation to maintain the said improvement in proper condition shall continue in force until thirty (30) days after such notice is sent by the Vendor to the County.

d. Compliance with laws:

The Vendor shall comply with all Federal and State Laws and County ordinances applicable to work.

e. Onsite storage:

Sarpy County will not pay the Vendor for stored material(s) on the job site. It will be the responsibility of the Vendor to store materials for the contracted job elsewhere. if the Vendor chooses to store the material(s) on the job site it will be done at their own expense.

## SPECIAL PROVISIONS

1. Description of Work

The work contemplated in the Proposal consists of milling, minor grading and asphalt surfacing as shown on individual plans.

2. County Board

The County Board of Sarpy County, Nebraska shall, in conjunction with the Engineer, be the final arbiter in all controversies concerning the fulfillment of this Contract. No changes in any of the details of the Plans and Specifications shall be made without approval of the Board. The Board shall approve final acceptance of the work and payment of the Contractor

3. Retained Percentage

Article 109.7, paragraph 1, page 79 of the Standard Specifications: Revise "three percent (3%) of estimated amounts" to "five percent (5%) of estimated amounts".

4. Special Provisions

The Special Provisions shall govern where any conflict arises between the Special Provisions and the General Specifications.

5. Working Days

Working days shall refer to all days except Sundays and Holidays when the temperature is above forty (40) degrees and rising, and which are suitable for the construction of this project. Such working days shall start the date of Contractor's Notice to Proceed.

6. Taxes

Sarpy County will, upon request, furnish the successful Vendor with a completed State of Nebraska Tax Exempt Form 13 upon acceptance of the successful Vendor's proposal.

7. Liquidated Damages

The time of completion is of the essence of the Contract since the County will be subject to additional financing and administrative expense if the work is not completed within the time period specified in the Agreement.

Therefore the Contractor shall reimburse the County at the rate of **\$300 per day** for each additional working day required to complete the work. The time allowed for completion of this Contract shall not be extended except upon written application, by the Contractor, requesting such extensions and explaining fully the necessity for such extension. Such

extension will be granted only because of strikes, unavailability of properly ordered materials, or other causes beyond the Contractor's control.

Company warrants that pursuant to Neb Rev. Stat. 48-2101, et seq. (1994 Cum. Supp.) It has registered as a Contractor with the State of Nebraska, and that it, and any and all subcontractors it may retain or has retained are also registered as required by law, and that it and its subcontractors have obtained any and all necessary licenses and permits required by federal law, state law and/or county ordinances for the work described herein.

8. Railroad Right of Entry

The Contractor shall be required to obtain all necessary permits and permissions from the railroad involved prior to any work being done on railroad right-of-way.

9. Deviations

Once the bid has been accepted by Sarpy County, no deviations from the specifications will be accepted without prior written approval of Sarpy County.

10. Exceptions

These specifications are minimum acceptable specifications. You may bid other than what is specified if it is of higher specification than what is requested. Vendor must list any exceptions to the bid specifications on the exceptions/clarifications/comments page provided.

11. Company Information:

Vendor will provide the following company information on the bid form:

- a. Years in business;
- b. Number of employees; and,
- c. Total sales for last three (3) years.

12. References:

Each Vendor must include with their proposal a list of no less than three (3) references that have purchased the specified product or service within the last two (2) years. The list must include the name of the company, and the name and phone number of a contact person for each company.

13. Equipment/Safety

The Vendor shall be responsible for providing and for the placement of barricades, tarps, plastic flag tape and other safety/traffic control equipment required to protect its employees, the public, surrounding areas, equipment and vehicles.

14. Cleaning

The Vendor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean.

## Technical Specifications

### COLD MILLING (Class 3)

1. Cold milling operations shall be performed to accordance with Section 510-Cold Milling of the 2007 State of Nebraska Standard Specifications for Highway Construction.
2. The County shall have salvage of the milled material.
3. The machine used for the milling operation shall be self-propelled and shall have sufficient power, traction and stability to maintain an accurate depth of cut. The machine shall also be able to cut to depth and grade one half of the roadway at a time in a single pass.
4. The milling machine will be set to cut a depth of .5" at centerline and maintain a 2% cross-slope from this depth for the width of the lane or from gutter to gutter in curb sections as shown on the plans.
5. The bid price for "Cold Milling" shall include brooming milled surface prior to application of tack coat.
6. The vendor shall load all milled material into trucks provided by the County.

### TACK COAT & ASPHALT BASE REPAIR

1. After cold milling is complete, Sarpy County Inspector will mark out areas that will need full base repair.
2. All surfaces on which bituminous mixture are to be placed shall be thoroughly clean and dry, and given a tack coat treatment consisting of emulsified asphalt, complying with ASTM SPECIFICATIONS D977-57, Type SS-1.
3. The tack coat shall be applied at least 12 hours before laying of bituminous mixtures and shall be applied at a temperature of between 75 degrees and 130 degrees. Tack coat shall not be applied when the surrounding air temperature is less than 50 Deg. F.
4. The tack coat shall be applied on the original surface and before each additional layer is placed. The asphalt shall be diluted with equal parts of water and the diluted mixture applied at 0.15 gallons per square yard.
5. Tack Coat will be paid for by the gallon of mixture applied, on the basis of the unit price bid for same, which price shall include all materials, equipment, and labor required.
6. The depth of base repair shall be 2" greater than existing asphalt depth of surrounding pavement.

7. Asphaltic concrete from 1029 base repair shall conform to the requirements of Sections 1028-Asphaltic Concrete Mixtures and 1029-Gradation Requirements, of the 2007 State of Nebraska Standard Specifications, for performance graded Binder Course mix.
8. Asphalt for Base repair shall be placed in maximum lifts of 3" and tacked between lifts.
9. Asphalt for Base Repair shall be paid for by the ton and shall include the removal and disposal of damaged material, subgrade compaction, and placement of asphalt material, and tack coat.

#### ASPHALTIC CONCRETE OVERLAY & SURFACING

1. Asphaltic concrete overlay placement shall conform to Section 501 of the 2007 State of Nebraska Department of Roads. "Standard-Specifications for Highway Construction"
2. Asphaltic Concrete for surface course shall conform to N.D.O.R. Type SP-4 Mix , Asphalt Cement shall be 64-28. Asphaltic Concrete for base course shall conform to State of Nebraska, Binder Course Mix.
3. The job mix formulas for both base repair and surface course complying with the required specifications shall be submitted by the Vendor to the Engineer for approval.
4. Asphaltic concrete overlay will be paid for by the square yard; length, Width and specified compacted thickness, and will include overlay of all intersecting streets, drives and flumes, if any to distances shown on the plans or listed in the specifications.
5. 3" and 4" Overlays shall be placed in one lift. 9" Surfacing shall be placed in (3) 3" lifts, with tack between lifts.

#### EARTHWORK:

1. Prior to placement of overlay, vendor shall blade off vegetation from the existing earth shoulders prior to any milling or overlaying to expose the full width of existing asphalt surface.
2. The Vendor shall excavate all areas of drive and street returns, as well as lugs, where new asphalt is to be placed, to depths indicated on the plans. Vendor shall be responsible for removal of excavated material.
3. Vendor shall blend any areas where new asphalt meets existing earth/rock drives or streets, so there is a smooth transition.
4. Vendor shall fill and re-grade the shoulders to the new elevation after the placing of the asphalt overlays.
5. Earth Work shall include all of the above and will be paid per station.

BARRICADING:

1. All Barricading shall conform to N.D.O.R. Standard Specifications and Standard Plates for Traffic Control.

ASPHALT DRIVES:

1. Asphalt for new drives shall meet the requirements for Paragraph "Asphaltic Concrete Overlay & Surfacing" and shall be placed in a single 4" depth.

LEVELER LAYER COURSE:

1. Upon completion of the milling of the roadway, the wheel ruts remaining shall be filled with a leveler layer course and rolled smooth with a rubber tire roller before the asphalt overlay is applied.

UTILITIES TO BE MARKED:

1. The contractor shall mark and record each utility opening or manhole which is covered by resurfacing. The respective utility will be responsible for raising their facility to the new surface level. Any utility facility which is broken or damaged by the contractor shall be replaced entirely at the contractor's cost.

DAMAGE TO MAILBOXES AND OTHER PERSONAL PROPERTY:

1. If any damage occurs to mailboxes or other personal property belonging to citizens during the performance of the contract, it shall be the responsibility of the contractor to make repairs and/or replacements.

# BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE

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As principal, and \_\_\_\_\_

---

as Surety, are held and firmly bound to the County of Sarpy, Nebraska, in the penal sum of

\_\_\_\_\_ to be paid to the COUNTY OF SARPY its successors or assigns, for which payment to be well and truly made, we bind ourselves and each of us, and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these Presents.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009

The conditions of this obligation are such that:

WHEREAS, by even date herewith, the said principal has entered into a Contract with the said County of Sarpy, Nebraska to perform the labor and furnish the material for

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NOW THEREFORE, the conditions of this obligation are such that if the said principal shall duly perform and observe all of the stipulations and agreements in said Contract on his part to be performed and observed, then and in that event, this obligation shall be void and of no effect, but otherwise shall be and remain in full force and effect. It is expressly agreed that any alterations which may be made therein by agreement between the said principal and the said County of Sarpy, Nebraska in the terms of said Contract, or the nature of the work to be done thereunder, or the giving of any extension of time for performing the said Contract, or of any of the stipulations therein contained, and on the part of the said principal to be performed, or any other forbearance, shall not in any way release the said surety from this liability under the above written bond.

It is further expressly agreed and understood that this bond shall stand as surety for the payment of all accounts and claims that may be due by reason of laborers or mechanics wages for labor that shall be performed, and for all material which is actually used in performing said Contract.

It is further expressly agreed and understand that this bond shall stand as maintenance surety for the period of two (2) years on faulty materials and workmanship only. Nothing herein shall be construed to cover wear and tear occasioned by action of the elements; excepting insofar as such wear and tear discloses the use of improper materials or construction methods.

In testimony whereof, the said parties hereto have hereunto set their hands this \_\_\_\_ day of \_\_\_\_\_, 2009, and said Surety has caused these presents to be sealed with its Corporate Seal, and duly attested by the signature of its attorney-in-fact, and their authority is attached hereto and made a part thereof.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Principal

\_\_\_\_\_  
President

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Surety

Countersigned By:

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

\_\_\_\_\_  
Attorney-In-Fact

**EXCEPTIONS/CLARIFICATIONS/COMMENTS**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_



# 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." does hereby make, constitute and appoint

Jacqueline L. Drey or Ronald R. Allison or Kevin J. Stenger or Sherri Pallas, Omaha, Nebraska  
or Leo D. Allison, Elkhorn, 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 Vice President and its corporate seal to be hereunto affixed this 4th day of September, 20 08.

UNIVERSAL SURETY COMPANY



Secretary

State of Nebraska

By



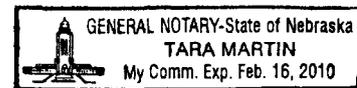
Vice President

County of Lancaster

ss.



On this 4th day of September, 20 08, before me personally came Curtis L. Harter, 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 Vice 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.

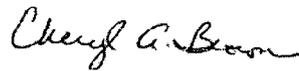


My Commission Expires February 16, 2010.

Notary Public

I, Cheryl A. Brown, Assistant Secretary 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 25th day of June, 20 09.



Assistant Secretary



# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
06/29/09

**PRODUCER**  
Holmes Murphy and Associates - Omaha  
2637 South 158th Plaza  
Suite 200  
Omaha, NE 68130

1-866-220-4625

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

### INSURERS AFFORDING COVERAGE

**INSURED**  
U S Asphalt Company  
PO Box 45209  
Omaha, NE 68145

INSURER A: Arch Insurance Company  
INSURER B: Everest National Insurance Company  
INSURER C:  
INSURER D:  
INSURER E:

### COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	ZAGLB9084300	01/28/09	01/28/10	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ N/A
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
					PRODUCTS - COMP/OP AGG	\$ 2,000,000
					GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	
A	AUTOMOBILE LIABILITY	ZACAT9074700	01/28/09	01/28/10	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
B	EXCESS LIABILITY	71C6000058-091	01/28/09	01/28/10	EACH OCCURRENCE	\$ 9,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 9,000,000
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input type="checkbox"/> RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	ZAWCI9150800	01/28/09	01/28/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER
	E.L. EACH ACCIDENT				\$ 1,000,000	
	E.L. DISEASE - EA EMPLOYEE				\$ 1,000,000	
	E.L. DISEASE - POLICY LIMIT				\$ 1,000,000	
	OTHER				\$	

### DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

RE: Sarpy County Project No. C-77 (08-09) Various Asphalt Overlays  
Sarpy County is an additional insured on the General Liability with respect to the operations of the insured on the above projects.

### CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

### CANCELLATION

Sarpy County Clerk  
Chris Vance  
1210 Golden Gate Drive  
Suite 1118  
Papillion, NE 68046-2895

USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.