

BOARD OF COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION AWARDING BID FOR JUVENILE JUSTICE CENTER (JJC)
PARKING LOT EXPANSION PROJECT

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6)(Reissue 2007), 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 2007), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, bids for the JJC Parking Lot Expansion Project have been solicited, made, opened and reviewed pursuant to applicable Nebraska State Statutes; and,

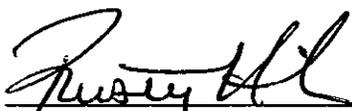
WHEREAS, based on those proceedings, and after a public hearing, this Board has duly deliberated and considered the bids received; and,

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 for the JJC Parking Lot Expansion Project of Oldcastle Materials Midwest Co. in the amount of \$73,585.40 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.

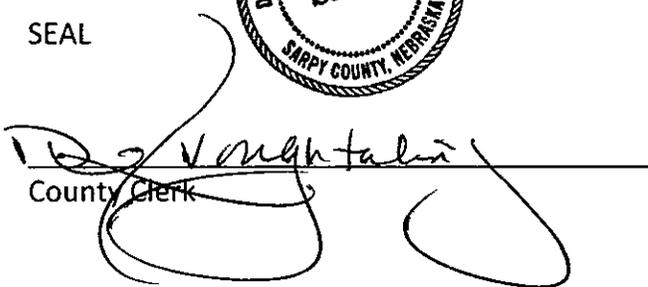
The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 16th day of October 2012.



Sarpy County Board Chairman

Attest:

SEAL



County Clerk

Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE
1210 GOLDEN GATE DRIVE
PAPILLION, NE 68046



Brian Hanson, Purchasing Agent
(402) 593-2349
Debby Peoples, Asst. Purchasing Agent
(402) 593-4164
Beth Garber, Senior Buyer/Contract Administrator
(402) 593-4476
Lois Spethman, Supply Clerk/Purchaser
(402) 593-2102

Memo

To: Sarpy County Board of Commissioners

From: Beth Garber

Re: JJC Parking Lot Expansion

On October 11, 2012, two (2) bids were opened for the Juvenile Justice Center (JJC) Parking Lot Expansion Project. The base bid included hauling off all excess dirt while the alternate bid allowed the contractor to stockpile the dirt onsite. After reviewing the bids it is recommended the alternate bid be awarded to the low bidder, Oldcastle Materials Midwest Co. for \$73,585.40. The dirt will be stockpiled directly north of the JJC parking lot.

The project includes 6" pervious asphalt pavement. This porous asphalt allows water to filtrate through the pavement into a stone bed. The water will then be slowly released into the soil in lieu of being released quickly into the storm sewer. Pervious asphalt wears well and has been known to last over 20 years with little cracking or pothole problems. The project will be paid with Storm Water Management Grant funding.

Should you have any questions, please feel free to contact me at bgarber@sarpy.com.

May 12, 2011

Beth Garber

Cc: Deb Houghtaling
Mark Wayne
Scott Bovick
Brian Hanson
Ross Richards
Dick Shea
Lisa Haire

JJC Parking Lot Expansion Project
for the
Facilities Management Department

2:00 p.m., Thursday
October 11, 2012

				Oldcastle Materials Midwest		Swain Construction Inc.	
		Quantity	Unit	Unit Price	Extended Price	Unit Price	Extended Price
1	SAW CUT - FULL DEPTH	245	LF	\$3.10	\$759.50	\$3.50	\$857.50
2	REMOVE COMBINATION CURB AND GUTTER	200	LF	\$5.85	\$1,170.00	\$5.04	\$1,008.00
3	REMOVE PAVEMENT	84	SY	\$13.00	\$1,092.00	\$9.53	\$800.52
4	RELOCATE LIGHT POLES	2	EA	\$4,573.00	\$9,146.00	\$3,630.00	\$7,260.00
5	GENERAL GRADING AND SHAPING	1	LS	\$6,365.00	\$6,365.00	\$4,660.00	\$4,660.00
6	EARTHWORK (HAUL-OFF)	390	CY	\$15.70	\$6,123.00	\$17.90	\$6,981.00
7	CONSTRUCT COMBINATION CURB AND GUTTER	205	LF	\$20.60	\$4,223.00	\$18.95	\$3,884.75
8	6" PERVIOUS ASPHALT PAVEMENT - NDOR TYPE "OGFC"	400	SY	\$62.80	\$25,120.00	\$86.55	\$34,620.00
9	MEMBRANE LINER	270	LF	\$5.80	\$1,566.00	\$8.28	\$2,235.60
10	CONSTRUCT ROCK BASE	565	TN	\$20.60	\$11,639.00	\$30.15	\$17,034.75
11	TAP GRATE INLET WITH 4" DRAIN PIPE	2	EA	\$352.00	\$704.00	\$598.00	\$1,196.00
12	CONSTRUCT 4" DRAIN PIPE	32	LF	\$27.50	\$880.00	\$55.30	\$1,769.60
13	CONSTRUCT 4" PERFORATED DRAIN PIPE	83	LF	\$21.40	\$1,776.20	\$53.50	\$4,440.50
14	CONSTRUCT CONTROL VALVE AND RISER	1	EA	\$790.00	\$790.00	\$802.00	\$802.00
15	CONSTRUCT CLEANOUT	4	EA	\$217.00	\$868.00	\$247.00	\$988.00
16	CONSTRUCT STRAW WATTLES	400	LF	\$3.45	\$1,380.00	\$3.42	\$1,368.00
17	CONSTRUCT ROLLED EROSION CONTROL	466	SY	\$2.10	\$978.60	\$1.86	\$866.76
18	SEEDING - TYPE "A"	0.1	AC	\$4,741.00	\$474.10	\$2,700.00	\$270.00
19	PAINTED PAVEMENT MARKINGS (4" WIDE) - YELLOW	400	LF	\$1.30	\$520.00	\$0.60	\$240.00
ALTERNATE BID ITEM							
6A	EARTHWORK (STOCKPILE)	390	CY	\$10.60	\$4,134.00	\$15.95	\$6,220.50
TOTAL BASE BID					\$75,574.40		\$91,282.98
TOTAL BID WITH ALTERNATE					\$73,585.40		\$90,522.48

AGREEMENT

This Agreement is entered into by and between the County of Sarpy, in the State of Nebraska, a body politic and corporate, and hereinafter "County", and Oldcastle Materials Midwest Co. hereinafter "Vendor".

WHEREAS, County is desirous of contracting for Juvenile Justice Center (JJC) Parking Lot Expansion Project for the Sarpy County Facilities Management; and,

WHEREAS, the Vendor has been awarded this Agreement as a result of the bid made by Vendor in response to the Specifications and Request for Proposals prepared by County;

NOW, THEREFORE, for and in consideration of the declarations and mutual promises and covenants contained herein, the County and Vendor agree as follows:

I. DUTIES OF VENDOR:

- A. Services to be rendered by Vendor under this Agreement shall be all those services necessary and proper for the installation and materials for Juvenile Justice Center (JJC) Parking Lot Expansion Project in conformity with each and every term, condition, specification, and requirement of the Bid Specifications and the Bid submitted by the Vendor.
- B. All provisions of each document and item referred to in Paragraph A 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.
- C. Prior to the commencement of any work, Vendor will place on file with the Sarpy County Clerk, the required certificates of insurance, if applicable.
- D. The Vendor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, 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.

If the Vendor is an individual or sole proprietorship, the following applies:

1. The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
 2. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
 3. The Vendor understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect. 4-108.
- E. Vendor will submit an invoice to County for work completed based on the amounts specified in Vendor's bid. Such invoices shall be submitted to:

Deb Houghtaling, County Clerk
Sarpy County Courthouse
1210 Golden Gate Drive
Papillion, NE 68046

- F. The County and Vendor hereto specifically acknowledge, stipulate and agree that each and every term of the Bid Specifications and the Vendor's bid constitutes an essential term of this Agreement, and that, therefore, any violation of any term, condition, provision, or requirement constitutes a material breach hereunder, for which County shall have every right under the law to terminate this Agreement, and obtain any and all relief necessary.

II. DUTIES OF COUNTY:

In return for full, faithful and diligent rendering of services set forth above, County agrees to pay to Vendor the amount specified in Vendor's bid upon submission of the required invoice and satisfactory completion of all required work.

III. 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.

IV. SAVINGS CLAUSE:

This Agreement shall be interpreted, construed and enforced under the laws of the State of Nebraska. It is understood and agreed by the County and Vendor hereto that if any part, term, condition, or provision of this Agreement is held to be illegal or in conflict with any law of the State of Nebraska 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 County and Vendor shall be construed and enforced as if the Agreement did not contain the particular part, term, condition, or provision held to be invalid.

V. SCOPE OF AGREEMENT

This Agreement, along with the Bid Specifications, and Bid by Vendor contains the entire Agreement between the County and Vendor, and there are no other written or oral promises, contracts or warrants which may affect it. This Agreement cannot be amended except by written agreement of both the County and Vendor. Notice to the County and Vendor shall be given in writing to the agents for each party named below:

County: Ms. Debra Houghtaling
Clerk of Sarpy County
1210 Golden Gate Drive
Papillion, NE 68046

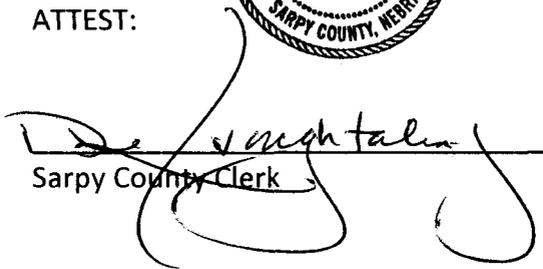
Vendor: Mr. Kyle Timmer
Oldcastle Materials Midwest Co.
14012 Giles Rd.
Omaha, NE 68138

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 16th day of October, 2012.

(Seal)



ATTEST:


Sarpy County Clerk

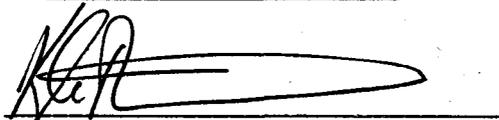
COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

 10-16-12
Chairperson
Sarpy County Board of Commissioners

Approved as to form and content:


Deputy County Attorney

Oldcastle Materials Midwest Co.
Vendor: _____

By: 
Title: GENERAL MANAGER

Attest:


Witness

OCTOBER 24, 2012

PERFORMANCE BOND

Bond Number: SUR7402291

KNOW ALL MEN BY THESE PRESENTS, that we
OLDCASTLE MATERIALS MIDWEST CO.
14012 GILES ROAD, OMAHA, NE 68138

, as Principal (the "Principal"), and XL Specialty Insurance Company, a corporation duly organized under the laws of the State of Delaware, as Surety (the "Surety"), are held and firmly bound unto
SARPY COUNTY TREASURER ,
C/O SARPY COUNTY CLERK'S OFFICE, ATTN: CHRIS VANCE, 1210 GOLDEN GATE DRIVE, PAPHILLION, NE
68046

, as Oblige (the "Obligee"), in the penal sum of Seventy Three Thousand Five Hundred Eighty Five And 40/100

Dollars (\$73,585.40),

for the payment of which sum well and truly to be made, the Principal and the Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement, dated October 16, 2012, entered into a contract (the "Contract") with the Oblige for SARPY COUNTY JUVENILE JUSTICE CENTER PARKING LOT IMPROVEMENTS, 96TH & PORTAL ROAD, SARPY COUNTY, NE.

which Contract is by reference made a part hereof.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall promptly and faithfully perform the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED AND SUBJECT TO THE CONDITIONS PRECEDENT:

1. Whenever the Principal shall be, and be declared by the Oblige to be in default under the Contract, the Oblige having performed the Oblige's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:
 - 1.1 Complete the contract in accordance with its terms and conditions, or
 - 1.2 Obtain a bid or bids from alternative contracts to complete the Contract in accordance with its terms and conditions, and upon determination by the Surety of the lowest responsible bidder, or if the Oblige elects, upon determination by the Oblige and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the Oblige, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph of this bond. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the Oblige to the Principal under the Contract and any amendments thereto, less the amount properly paid by the Oblige to the Principal.
2. Notwithstanding any other provision of this bond or the Contract, or otherwise, the Surety is not responsible for and shall not be held liable to the Oblige for any hazardous waste removal and the Surety shall not be held liable to, or in any other respect be responsible to, the Oblige by way of indemnity, claims or otherwise, or to any public authority or to any other person, firm or corporation, for or on account of any fines or claims by any public authority or for bodily injuries or property damage to any person or thing, including, but not limited to, injury or damage due to the release or threat of release of hazardous substances of any kind or damage to real estate or to the environment or clean-up costs or other damages of whatever kind or nature arising out of any act of commission or omission by the Principal, the Principal's agents, servants, employees, subcontractors or suppliers or any other person in connection with the performance of the Contract. This limitation applies regardless of when any such fine is assessed, claim is made, or injury, damage, release or threat of release occurs and without regard to any term of condition of the Contract.

- 3. The Surety hereby waives notice of any alteration or extension of time made by the Oblige.
- 4. Any suit under the bond must be instituted before the expiration of one (1) year from the date on which the Principal ceased to work on the Contract. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- 5. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Oblige named herein or the heirs, executors, administrators or successors of the Oblige.

Signed and sealed this 23rd day of October, 2012

WITNESS OR ATTEST:



OLDCASTLE MATERIALS MIDWEST CO. (Seal)

Principal
By: 
Name: KHE Turner
Title: General Manager

XL Specialty Insurance Company (Seal)
Surety

BY: 
Tina Davis, Attorney-in-Fact

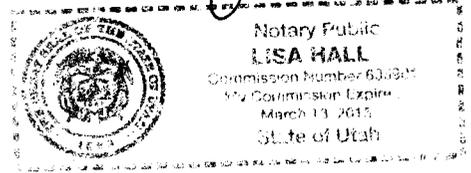
SURETY ACKNOWLEDGMENT

STATE OF UTAH }
COUNTY OF SALT LAKE } **SS**

On this 23RD day of OCTOBER, 2012, before me personally came TINA DAVIS to me known, who, being by me duly sworn, did depose and say that she is an Attorney-In-Fact of XL SPECIALTY INSURANCE COMPANY the corporation described in and which executed the within instrument; that she knows the corporate seal of said corporation, that the seal affixed to the within instrument is such corporate seal, and that she signed the said instrument and affixed the said seal as Attorney-In-Fact of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

Lisa Hall

Notary Public





Power of Attorney
 XL Specialty Insurance Company
 Greenwich Insurance Company
 XL Reinsurance America Inc.

THIS IS NOT A BOND NUMBER
 UNLIMITED POWER OF ATTORNEY
 XL1502785

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, Greenwich Insurance Company, Delaware insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York insurance company with offices located at 70 Seaview Avenue, Stamford, CT 06902, do hereby nominate, constitute, and appoint:

Lindsey Plattner, Lisa Hall, Jessica Arnold, Tina Davis

each its true and lawful Attorney(s) in fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 24th day of April 2012.

RESOLVED, that Gary Kaplan, David Hewett, William Mills, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, David Hewett, William Mills, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this April 24th, 2012.



XL SPECIALTY INSURANCE COMPANY
 GREENWICH INSURANCE COMPANY

By: *David S. Hewett*
 SENIOR VICE PRESIDENT

Attest: *Toni Ann Perkins*
 SECRETARY

STATE OF CONNECTICUT
 COUNTY OF FAIRFIELD

On this 24th day of April, 2012, before me personally came David S. Hewett to me known, who, being duly sworn, did depose and say: that he is Senior Vice President of XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.



Kim D. Sliva
 NOTARY PUBLIC

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

I, Toni Ann Perkins, Secretary of the XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY a corporation of the State of Delaware, do hereby certify that the above and forgoing is a full, true and correct copy of Power of Attorney issued by said Company, and that I have compared same with the original and that it is a correct transcript there from and of the whole of the original and that the said Power of Attorney is still in full force

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Hartford, this 23RD day of OCTOBER 2012.



Toni Ann Perkins

SECRETARY

IN WITNESS WHEREOF, XL REINSURANCE AMERICA INC. has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 24th day of April, 2012.



XL REINSURANCE AMERICA INC.

by: *John P. Welch*
SENIOR VICE PRESIDENT

Attest: *Toni Ann Perkins*
SECRETARY

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

On this 24th day of April, 2012, before me personally came John P. Welch to me known, who, being duly sworn, did depose and say: that he is President & CEO of XL REINSURANCE AMERICA INC., described in which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto by order and authority of the Board of Directors of said Corporation, and that he executed the said instrument by like order.



Kim D. Suiwa

NOTARY PUBLIC

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

I, Toni Ann Perkins, Assistant Secretary of the XL REINSURANCE AMERICA INC. a corporation of the State of New York, do hereby certify that the person who executed this Power of Attorney, with the rights, respectively of XL REINSURANCE AMERICA INC., the above and forgoing is a full, true and correct copy of a Power of Attorney issued by said Corporation, and that I have compared same with the original

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Hartford, this 23RD day of OCTOBER 2012.



Toni Ann Perkins

SECRETARY

This Power of Attorney may not be used to execute any bond with an inception date after April 24, 2017
SB0041

THIS DOCUMENT IS PRINTED ON A BLUE BACKGROUND

NOTICE TO POLICYHOLDERS

PRIVACY POLICY

The XL America, Inc. Insurance group (the "Companies"), believes personal information that we collect about our customers, potential customers, and proposed insureds (referred to collectively in this Privacy Policy as "customers") must be treated with the highest degree of confidentiality. For this reason and in compliance with the Title V of the Gramm-Leach-Bliley Act ("GLBA"), we have developed a Privacy Policy that applies to all of our companies. For purposes of our Privacy Policy, the term "personal information" includes all information we obtain about a customer and maintain in a personally identifiable way. In order to assure the confidentiality of the personal information we collect and in order to comply with applicable laws, all individuals with access to personal information about our customers are required to follow this policy.

Our Privacy Promise

Your privacy and the confidentiality of your business records are important to us. Information and the analysis of information is essential to the business of insurance and critical to our ability to provide to you excellent, cost-effective service and products. We understand that gaining and keeping your trust depends upon the security and integrity of our records concerning you. Accordingly, we promise that:

1. We will follow strict standards of security and confidentiality to protect any information you share with us or information that we receive about you;
2. We will verify and exchange information regarding your credit and financial status only for the purposes of underwriting, policy administration, or risk management and only with reputable references and clearinghouse services;
3. We will not collect and use information about you and your business other than the minimum amount of information necessary to advise you about and deliver to you excellent service and products and to administer our business;
4. We will train our employees to handle information about you or your business in a secure and confidential manner and only permit employees authorized to use such information to have access to such information;
5. We will not disclose information about you or your business to any organization outside the XL Insurance group of Companies or to third party service providers unless we disclose to you our intent to do so or we are required to do so by law;
6. We will not disclose medical information about you, your employees, or any claimants under any policy of insurance, unless you provide us with written authorization to do so, or unless the disclosure is for any specific business exception provided in the law;
7. We will attempt, with your help, to keep our records regarding you and your business complete and accurate, and will advise you how and where to access your account information (unless prohibited by law), and will advise you how to correct errors or make changes to that information; and
8. We will audit and assess our operations, personnel and third party service providers to assure that your privacy is respected.

Collection and Sources of Information

We collect from a customer or potential customer only the personal information that is necessary for (a) determining eligibility for the product or service sought by the customer, (b) administering the product or service obtained, and (c) advising the customer about our products and services. The information we collect generally comes from the following sources:

- Submission - During the submission process, you provide us with information about you and your business, such as your name, address, phone number, e-mail address, and other types of personal identification information;
- Quotes - We collect information to enable us to determine your eligibility for the particular insurance product and to determine the cost of such insurance to you. The information we collect will vary with the type of insurance you seek;
- Transactions - We will maintain records of all transactions with us, our affiliates, and our third party service providers, including your insurance coverage selections, premiums, billing and payment information, claims history, and other information related to your account;

NOTICE TO POLICYHOLDERS

- Claims - If you obtain insurance from us, we will maintain records related to any claims that may be made under your policies. The investigation of a claim necessarily involves collection of a broad range of information about many issues, some of which does not directly involve you. We will share with you any facts that we collect about your claim unless we are prohibited by law from doing so. The process of claim investigation, evaluation, and settlement also involves, however, the collection of advice, opinions, and comments from many people, including attorneys and experts, to aid the claim specialist in determining how best to handle your claim. In order to protect the legal and transactional confidentiality and privileges associated with such opinions, comments and advice, we will not disclose this information to you; and
- Credit and Financial Reports - We may receive information about you and your business regarding your credit. We use this information to verify information you provide during the submission and quote processes and to help underwrite and provide to you the most accurate and cost-effective insurance quote we can provide.

Retention and Correction of Personal Information

We retain personal information only as long as required by our business practices and applicable law. If we become aware that an item of personal information may be materially inaccurate, we will make reasonable effort to re-verify its accuracy and correct any error as appropriate.

Storage of Personal Information

We have in place safeguards to protect data and paper files containing personal information.

Sharing/Disclosing of Personal Information

We maintain procedures to assure that we do not share personal information with an unaffiliated third party for marketing purposes unless such sharing is permitted by law. Personal information may be disclosed to an unaffiliated third party for necessary servicing of the product or service or for other normal business transactions as permitted by law.

We do not disclose personal information to an unaffiliated third party for servicing purposes or joint marketing purposes unless a contract containing a confidentiality/non-disclosure provision has been signed by us and the third party. Unless a consumer consents, we do not disclose "consumer credit report" type information obtained from an application or a credit report regarding a customer who applies for a financial product to any unaffiliated third party for the purpose of serving as a factor in establishing a consumer's eligibility for credit, insurance or employment. "Consumer credit report type information" means such things as net worth, credit worthiness, lifestyle information (piloting, skydiving, etc.) solvency, etc. We also do not disclose to any unaffiliated third party a policy or account number for use in marketing. We may share with our affiliated companies information that relates to our experience and transactions with the customer.

Policy for Personal Information Relating to Nonpublic Personal Health Information

We do not disclose nonpublic personal health information about a customer unless an authorization is obtained from the customer whose nonpublic personal information is sought to be disclosed. However, an authorization shall not be prohibited, restricted or required for the disclosure of certain insurance functions, including, but not limited to, claims administration, claims adjustment and management, detection, investigation or reporting of actual or potential fraud, misrepresentation or criminal activity, underwriting, policy placement or issuance, loss control and/or auditing.

Access to Your Information

Our employees, employees of our affiliated companies, and third party service providers will have access to information we collect about you and your business as is necessary to effect transactions with you. We may also disclose information about you to the following categories of person or entities:

- Your independent insurance agent or broker;

NOTICE TO POLICYHOLDERS

- An independent claim adjuster or investigator, or an attorney or expert involved in the claim;
- Persons or organizations that conduct scientific studies, including actuaries and accountants;
- An insurance support organization;
- An insurance insurer if to prevent fraud or to properly underwrite a risk;
- A state insurance department or other governmental agency, if required by federal, state or local laws; or
- Any persons entitled to receive information as ordered by a summons, court order, search warrant, or subpoena.

Violation of the Privacy Policy

Any person violating the Privacy Policy will be subject to discipline, up to and including termination.

For more information or to address questions regarding this privacy statement, please contact your broker.

NOTICE TO POLICYHOLDERS

FRAUD NOTICE

Arkansas	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
Colorado	It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claiming with regard to a settlement or award payable for insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.
District of Columbia	WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.
Florida	Any person who knowingly and with intent to injure, defraud, or deceive any insurance company files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.
Hawaii	For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both.
Kentucky	Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.
Louisiana	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
Maine	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or denial of insurance benefits.
Maryland	Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO POLICYHOLDERS

New Jersey	Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.
New Mexico	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.
New York	<p>All Commercial Insurance Forms, Except As Provided for Automobile Insurance: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.</p> <p>Automobile Insurance Forms: Any person who knowingly makes or knowingly assists, abets, solicits or conspires with another to make a false report of the theft, destruction, damage or conversion of any motor vehicle to a law enforcement agency, the department of motor vehicles or an insurance company, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the value of the subject motor vehicle or stated claim for each violation.</p> <p>Fire Insurance: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime. The proposed insured affirms that the foregoing information is true and agrees that these applications shall constitute a part of any policy issued whether attached or not and that any willful concealment or misrepresentation of a material fact or circumstances shall be grounds to rescind the insurance policy.</p>
Ohio	Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.
Oklahoma	WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.
Pennsylvania	<p>Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.</p> <p>Automobile Insurance Forms: Any person who knowingly and with intent to injure or defraud any insurer files an application or claim containing any false, incomplete or misleading information shall, upon conviction, be subject to imprisonment for up to seven years and the payment of a fine of up to \$15,000.</p>

PN CW 01 0210

Page 2
© 2009 X.L. America, Inc. All Rights Reserved.
May not be copied without permission.

NOTICE TO POLICYHOLDERS

Puerto Rico	Any person who knowingly and with the intention to defraud includes false information in an application for insurance or file, assist or abet in the filing of a fraudulent claim to obtain payment of a loss or other benefit, or files more than one claim for the same loss or damage, commits a felony and if found guilty shall be punished for each violation with a fine of no less than five thousands dollars (\$5,000), not to exceed ten thousands dollars (\$10,000); or imprisoned for a fixed term of three (3) years, or both. If aggravating circumstances exist, the fixed jail term may be increased to a maximum of five (5) years; and if mitigating circumstances are present, the jail term may be reduced to a minimum of two (2) years.
Rhode Island	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
Tennessee	<p>It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.</p> <p>Workers Compensation: It is a crime to knowingly provide false, incomplete or misleading information to any party to a workers compensation transaction for the purpose of committing fraud. Penalties include imprisonment, fines and denial of insurance benefits.</p>
Utah	Workers Compensation: Any person who knowingly presents false or fraudulent underwriting information, files or causes to be filed a false or fraudulent claim for disability compensation or medical benefits, or submits a false or fraudulent report or billing for health care fees or other professional services is guilty of a crime and may be subject to fines and confinement in state prison.
Virginia	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
Washington	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
West Virginia	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
All Other States	Any person who knowingly and willfully presents false information in an application for insurance may be guilty of insurance fraud and subject to fines and confinement in prison.

PN CW 01 0210

Page 3
© 2009 X.L. America, Inc. All Rights Reserved.
May not be copied without permission.

NOTICE TO POLICYHOLDERS

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Policyholder Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC and possibly the U.S. Department of State. Please read this Policyholder Notice carefully.

OFAC administers and enforces sanctions policy based on Presidential declarations of "national emergency". OFAC has identified and listed numerous

- Foreign agents
- Front organizations
- Terrorists
- Terrorist organizations
- Narcotics traffickers

as *Specially Designated Nationals and Blocked Persons*. This list can be found on the U.S. Department of the Treasury's web site - <http://www.treas.gov/ofac>.

The Secretary of the Treasury also has identified a number of entities in the insurance, petroleum, and petrochemicals industries determined to be owned or controlled by the Iranian government. Business transactions with any of these entities are expressly prohibited. These entities have been added to OFAC's list of *Financial Institutions Determined To Be Owned or Controlled by the Government of Iran*. This list can be found on the U.S. Department of the Treasury's web site - <http://www.treas.gov/offices/enforcement/ifta/>

In accordance with OFAC regulations, or any applicable regulation promulgated by the U.S. Department of State, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance will be immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, neither payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

PN CW 05 1010

Includes copyrighted material of Insurance Services Office, Inc., with its permission.
©2010 X.L. America, Inc. All rights reserved. May not be copied without permission.

Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON YOU THE CERTIFICATE HOLDER. THIS CERTIFICATE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW. POLICY LIMITS ARE NO LESS THAN THOSE LISTED, ALTHOUGH POLICIES MAY INCLUDE ADDITIONAL SUBLIMIT/LIMITS NOT LISTED BELOW.

This is to Certify that

Oldcastle Materials Midwest Co.

14012 Giles Road

Omaha

NE 68138-3603

NAME AND ADDRESS OF INSURED



Liberty Mutual

is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and Conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

TYPE OF POLICY	EXP DATE	POLICY NUMBER	LIMIT OF LIABILITY			
	<input type="checkbox"/> CONTINUOUS <input type="checkbox"/> EXTENDED <input checked="" type="checkbox"/> POLICY TERM					
WORKERS COMPENSATION	9/1/2013	WA7-C8D-004095-022 WC7-C81-004095-012	COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: ALL STATES EXCLUDING MONOPOLISTICS STATES AND NY WI	EMPLOYERS LIABILITY		
				Bodily Injury by Accident \$1,000,000 Each Accident		
				Bodily Injury By Disease \$1,000,000 Policy Limit		
				Bodily Injury By Disease \$1,000,000 Each Person		
COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE	9/1/2013	TB2-C81-004095-112	General Aggregate \$2,000,000			
			Products / Completed Operations Aggregate \$2,000,000			
			Each Occurrence \$2,000,000			
			Personal & Advertising Injury \$2,000,000 Per Person / Organization			
			Other FIRE DAMAGE \$100,000		Other PER PROJECT AGGREGATE	
			RETRO DATE			
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> HIRED	9/1/2013	AS2-C81-004095-122	Each Accident—Single Limit \$2,000,000 B.I. And P.D. Combined			
			Each Person			
			Each Accident or Occurrence			
			Each Accident or Occurrence			
OTHER			Auto: Comp Ded \$10,000/Coll Ded \$10,000			
EVIDENCE OF COVERAGE						

ADDITIONAL COMMENTS

RE: JCC Parking Lot Expansion, 96th & Portal Road, Sarpy County, NE.
Sarpy County is listed as additional insured.

* If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

NOTICE OF CANCELLATION: (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW.) BEFORE THE STATED EXPIRATION DATE THE COMPANY WILL NOT CANCEL OR REDUCE THE INSURANCE AFFORDED UNDER THE ABOVE POLICIES UNTIL AT LEAST 30 DAYS NOTICE OF SUCH CANCELLATION HAS BEEN MAILED TO:

Liberty Mutual Insurance Group

RE: JCC Parking Lot Expansion

Sarpy County

J. Balazentis

Judith Balazentis

AUTHORIZED REPRESENTATIVE

Pittsburgh / 0387
12 Federal Street, Ste. 310
Pittsburgh

PA 15212-5706 412-231-1331

10/23/2012

OFFICE

PHONE

DATE ISSUED

Certificate Holder

1210 Golden Gate Drive
Papillion

NE 68046-2895

This certificate is executed by LIBERTY MUTUAL INSURANCE GROUP as respects such insurance as is afforded by those Companies NM 772 07-10

Oldcastle Materials Midwest Co.
14012 Giles Road
Omaha, NE 68138

RECEIVED
OCT 11 2012
DEBRA J. HOUGHTALING
SARPY COUNTY CLERK

Deb Houghtaling
Sarpy County Clerk's Office
1210 Golden Gate Drive
Papillion, NE 68046

*6:35 PM
DH*

Bid Security: Juvenile Justice Center (JJC) Parking Lot
Expansion Project for the
Facilities Management Department
Thur., October 11, 2012 @ 2:00 P.M.

RECEIVED
OCT 11 2012
DEBRA J. HOUGHTALING
SARPY COUNTY CLERK

Deb Houghtaling
Sarpy County Clerk's Office
1210 Golden Gate Drive
Papillion, NE 68046

COMPANY NAME: Oldcastle Materials Midwest Co.

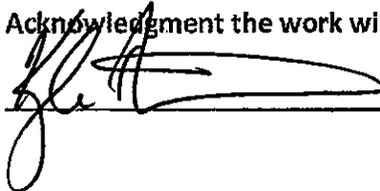
Sarpy County, Nebraska
 Juvenile Justice Center (JJC) Parking Lot Expansion Project
 Bid Form

	Bid Item	Quantity	Unit	Unit Price	Extended Price
1	Saw Cut - Full Depth	245	LF	\$ 3.10	\$ 759.50
2	Remove Combination Curb & Gutter	200	LF	\$ 5.85	\$ 1,170.00
3	Remove Pavement	84	SY	\$ 13.00	\$ 1,092.00
4	Relocate Light Poles	2	EA	\$ 4,573.00	\$ 9,146.00
5	General Grading & Shaping	1	LS	\$ 6,365.00	\$ 6,365.00
6	Earthwork (Haul-Off)	390	CY	\$ 15.70	\$ 6,123.00
7	Construct Combination Curb & Gutter	205	LF	\$ 20.60	\$ 4,223.00
8	6" Pervious Asphalt Pavement - NDOR Type "OGFC"	400	SY	\$ 62.80	\$ 25,120.00
9	Membrane Liner	270	LF	\$ 5.80	\$ 1,566.00
10	Construct Rock Base	565	TN	\$ 20.60	\$ 11,639.00
11	Tap Grate Inlet w/4" Drain Pipe	2	EA	\$ 352.00	\$ 704.00
12	Construct 4" Drain Pipe	32	LF	\$ 27.50	\$ 880.00
13	Construct Perforated Drain Pipe	83	LF	\$ 21.40	\$ 1,776.20
14	Construct Control Valve & Riser	1	EA	\$ 790.00	\$ 790.00
15	Construct Cleanout	4	EA	\$ 217.00	\$ 868.00
16	Construct Straw Wattles	400	LF	\$ 3.45	\$ 1,380.00
17	Construct Rolled Erosion Control	466	SY	\$ 2.10	\$ 978.60
18	Seeding - Type "A"	0.1	AC	\$ 4,741.00	\$ 474.10

19	Painted Pavement Marking (\$" Wide) - Yellow	400	LF	\$ 1.30	\$ 520.00
Total Base Bid (Items 1-19)					\$ 75,574.40
Alternate Bid Item					
6a	Earthwork (StockPile)	390	CY	\$ 10.60	\$ 4,134.00
Total Bid with Alternate (Items 1-5, 6a, 7-19)					\$ 73,585.40

*Prices are to be F.O.B. - 9701 Portal Road, Papillion, NE 68046

Acknowledgment the work will be completed and invoiced by November 30, 2012.

 (signature)

Company Information:

Years in business:

27

of employees

175

Total sales last 3 years

\$32,000,000.00

\$36,000,000.00

\$39,000,000.00

References:

Company Name: MARTIN MARIETTA MATERIALS
 Address: P.O. Box 448 WEEPING WATER, NE 68463
 Contact Name: TERRY ROGERS Phone Number: 402-267-2455
 Fax Number: 402-267-3455 Date of Purchase: _____
 Email: TERRY.ROGERS@MARTINMARIETTA.COM

Company Name: FLINT HILLS RESOURCES
 Address: 7075 NORTH 14TH AVENUE OMAHA, NE 68112
 Contact Name: LINDSEY KUZMA Phone Number: 402-341-8737
 Fax Number: 402-341-3110 Date of Purchase: _____
 Email: LINDSEY.KUZMA@FHR.COM

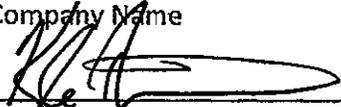
Company Name: LEERO, INC
 Address: 2303 BRIDGEPORT DRIVE, SOUX CITY, IOWA 51111
 Contact Name: MIKE SPORN Phone Number: 1-800-831-8037
 Fax Number: 1-712-277-8451 Date of Purchase: _____
 Email: MIKE.SPORN@LEERO.COM

I certify that this bid is submitted in accordance with the specifications issued by Sarpy County. I affirm that the original Specifications have not been altered in any way. Any alteration of the original Specifications, outside of an alternate bid, may be considered grounds for refusal of the bid.

I acknowledge receipt of the following addenda (if applicable):

Addendum #1 ✓
 Addendum #2 ✓

Attachments: Warranty Information

Oldcastle Materials Midwest Co.
 Company Name

 Authorized Signature
14012 LINES ROAD
 Address
OMAHA, NE 68138
 City, State & Zip

KYLE TIMMER
 Company Representative (Please print)
402-895-6666
 Telephone Number
402-895-3697
 Fax Number
K.TIMMER@OMGMIDWEST.COM
 E-Mail Address

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

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **OLDCASTLE MATERIALS MIDWEST CO.**

as Principal, hereinafter called the Principal, and **XL SPECIALTY INSURANCE COMPANY**

a corporation duly organized under the laws of the State of **DELAWARE**
as Surety, hereinafter called the Surety, are held and firmly bound unto **SARPY COUNTY TREASURER, SARPY COUNTY, NEBRASKA**

as Obligee, hereinafter called the Obligee, in the sum of **FIVE PERCENT OF AMOUNT BID**

Dollars (\$5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **SARPY COUNTY JUVENILE JUSTICE CENTER PARKING LOT IMPROVEMENTS, 96TH AND PORTAL ROAD , SARPY COUNTY, NEBRASKA**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 11TH day of OCTOBER, 2012.

(Witness)

OLDCASTLE MATERIALS MIDWEST CO.

(Principal)

(Seal)

KYLE TIMMER , GENERAL MANAGER

(Title)

XL SPECIALTY INSURANCE COMPANY

(Surety)

(Seal)

(Title)

Attorney-In-Fact

(Witness)



Power of Attorney
 XL Specialty Insurance Company
 Greenwich Insurance Company
 XL Reinsurance America Inc.

THIS IS NOT A BOND NUMBER
 LIMITED POWER OF ATTORNEY
 XL1503065

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, Greenwich Insurance Company, Delaware insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York insurance company with offices located at 70 Seaview Avenue, Stamford, CT 06902, do hereby nominate, constitute, and appoint:

David R. Barnes, Paul Lienke, James M. Davis

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for Oldcastle Materials Midwest Co. dba Omni Engineering for the penal sum of no one of which is in any event to exceed \$10,000,000.00 - FOR BID BONDS ONLY.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 23rd day of May 2012.

RESOLVED, that Gary Kaplan, David Hewett, William Mills, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, David Hewett, William Mills, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this May 23rd, 2012.



**XL SPECIALTY INSURANCE COMPANY
 GREENWICH INSURANCE COMPANY**

By: *David S. Hewett*
 SENIOR VICE PRESIDENT

Attest: *Toni Ann Perkins*
 SECRETARY

STATE OF CONNECTICUT
 COUNTY OF FAIRFIELD

On this 23rd day of May, 2012, before me personally came David S. Hewett to me known, who, being duly sworn, did depose and say: that he is Senior Vice President of XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.



Kim D. Sliva
 NOTARY PUBLIC

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

I, Toni Ann Perkins, Secretary of the XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY a corporation of the State of Delaware, do hereby certify that the above and forgoing is a full, true and correct copy of Power of Attorney issued by said Company, and that I have compared same with the original and that it is a correct transcript there from and of the whole of the original and that the said Power of Attorney is still in full force

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Hartford, this ___ day of _____



Toni Ann Perkins
SECRETARY

IN WITNESS WHEREOF, XL REINSURANCE AMERICA INC. has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 23rd day of May, 2012.



XL REINSURANCE AMERICA INC.

by: *J. [Signature]*
SENIOR VICE PRESIDENT

Attest: *Toni Ann Perkins*
SECRETARY

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

On this 23rd day of May, 2012, before me personally came John P. Welch to me known, who, being duly sworn, did depose and say: that he is President & CEO of XL REINSURANCE AMERICA INC., described in which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto by order and authority of the Board of Directors of said Corporation, and that he executed the said instrument by like order.



Kim D. Seiva
NOTARY PUBLIC

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

I, Toni Ann Perkins, Assistant Secretary of the XL REINSURANCE AMERICA INC. a corporation of the State of New York, do hereby certify that the person who executed this Power of Attorney, with the rights, respectively of XL REINSURANCE AMERICA INC., the above and forgoing is a full, true and correct copy of a Power of Attorney issued by said Corporation, and that I have compared same with the original

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Hartford, this ___ day of _____



Toni Ann Perkins
SECRETARY

This Power of Attorney may not be used to execute any bond with an inception date after May 23, 2017
SB0041

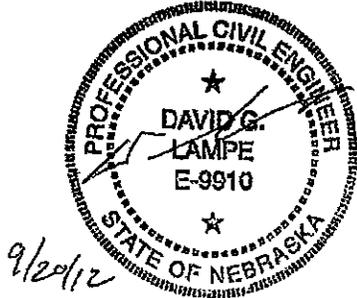
THIS DOCUMENT IS PRINTED ON A BLUE BACKGROUND

SPECIFICATIONS

Juvenile Justice Center (JJC) Parking Lot Expansion Project For the Facilities Management Department

SARPY COUNTY, NEBRASKA

PROPOSALS DUE: 2:00 p.m., Thursday, October 11, 2012



General Information

Notice to Vendors

Sarpy County is seeking proposals for Juvenile Justice Center (JJC) Parking Lot Expansion Project for the Facilities Management Department. The successful Vendor will enter into a Contract (see attached Exhibit "A") for the proposed services.

Sealed bids will be received Monday through Friday 8:00 a.m. to 4:45 p.m. except holidays, until 2:00 p.m., Thursday, October 11, 2012. Bids shall be in a sealed envelope, clearly marked "Sealed Bid - Juvenile Justice Center (JJC) Parking Lot Expansion Project" 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 one (1) copy of the Bid Form including attachments.

Requests for information and clarification questions must be received by October 4, 2012 at 12:00 P.M. in order for Sarpy County to have time to issue an addendum.

Bidding criteria must be received from Beth Garber, Purchaser, 1210 Golden Gate Drive, Papillion, NE 68046, (402) 593-4476, bgarber@sarpy.com or via the internet at 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 Clerk's 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 in the Sarpy County Administrative Conference Room at 1210 Golden Gate Drive, Papillion, NE. The bid opening will be at 2:00 p.m., Thursday, October 11, 2012.

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., 9701 Portal Road, Papillion, Nebraska 68046. 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 Beth Garber, Sarpy County Purchaser along with personnel from various County departments. After evaluation the Purchaser 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. 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, judgment, 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 within 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 Garber, 1210 Golden Gate Drive, Papillion, NE 68046 or bgarber@sarpy.com. **Requests must be received by October 4, 2012 in order for Sarpy County to have time to issue an addendum. Requests received after 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. Addenda:

- a. All addenda will become part of this RFP and must 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.

5. 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. **Pricing information is not considered financial information and therefore is not considered confidential.** Please note: even if Vendor believes pricing information is confidential and includes it in a separate, sealed envelope, such information will be read aloud and entered into record during the public bid opening. For all other appropriately identified proprietary, trade secret, or confidential commercial or financial information, 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 upon request.

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 by November 30, 2012. Sarpy County will make payment to the successful Vendor within thirty (30) days after receipt of invoice and satisfactory completion of the project..

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. Residency Verification:

The Vendor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, 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.

If the Vendor is an individual or sole proprietorship, the following applies:

1. The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at

www.das.state.ne.us.

2. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Vendor understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect. 4-108.

12. 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.

13. 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. These insurance coverages shall specifically state, or be endorsed to state, that thirty (30) days notice shall be given to the County in the event of cancellation of, or material change in, any of the coverages.

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. 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. The County is to be named as an additional insured on the insurance coverage required under this section.

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. The County is to be named as an additional insured on the insurance coverage required under this section.

Certificate of Insurance

The Vendor shall furnish the County with a certificate(s) of insurance evidencing the coverages required in this section. 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 County is to be included as an additional insured on the Commercial General Liability and the Automobile Liability insurance coverage required under this section.

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.

14. Assignment:

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

15. 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.

16. 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.

17. 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.

Specifications

All work must be completed and invoiced by November 30, 2012 as detailed in the attached plans and special provisions.

Proposals must include the following information:

1. Company Information:

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

1. Years in business;
2. Number of employees; and,
3. Total sales for last three (3) years.

2. References:

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

3. 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.

4. 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 bid form.

5. Warranty:

A copy of all manufacturer's warranties shall be included in Vendor's proposal.

The Vendor shall warrant all materials, workmanship and equipment against defects for a period of one year beginning on the date of substantial completion except that certain equipment shall be warranted for longer periods as described in manufacturer's warranties.

EXCEPTIONS/CLARIFICATIONS/COMMENTS

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

9. _____

10. _____

SPECIAL PROVISIONS

GENERAL REQUIREMENTS

1. GENERAL DESCRIPTION: The work described in these SPECIFICATIONS shall consist of the construction of pervious asphalt pavement and all related appurtenances as shown on the DRAWINGS and as described herein.
2. CONTRACT TIME: The CONTRACTOR shall commence work within five (5) days after receiving written Notice to Proceed, and shall complete all work within 10 working days and no later than November 30, 2012.
3. PROJECT SPECIFICATIONS: All materials and all work shall conform to the current City of Omaha "Standard Specifications for Public Works Construction", 2003, 3rd Edition and any current or revisions or amendments thereto, except as modified by these SPECIFICATIONS, SPECIAL CONDITIONS, and/or the CONSTRUCTION DRAWINGS.
4. NOTICE TO STAKE: The CONTRACTOR shall notify Sarpy County Engineers (Pat Dowse 402-537-6900) at least 48 hours prior to the time he expects to begin construction to request line and grade stakes as required.
5. TRAFFIC CONTROL: The CONTRACTOR shall conduct his operations in such a manner as to leave at least one street lane in each direction open to traffic at all times. He shall place and maintain proper barricades, lights, signs and other required safeguards around obstructions in or adjacent to existing streets and parking facilities and as necessary to provide advance warning. All barricades, lights, and warning signs shall conform to the Omaha Public Works "Barricading Standards, Specifications, Methods and Materials" and the "Manual on Uniform Traffic Control Devices." Payment for traffic control shall be incidental to all other bid items in the contract.
6. MUD AND CONSTRUCTION DEBRIS: The CONTRACTOR shall take the necessary precautions to keep mud and debris from being deposited onto existing pavement during construction operations. Should mud and debris become deposited upon such existing pavement, the CONTRACTOR shall promptly remove it at no additional cost to the OWNER.
7. NOTICE TO ENGINEER: The CONTRACTOR shall notify the ENGINEER 24 hours prior to starting or restarting construction work if work sequence is interrupted due to any cause whatsoever, to allow for construction observation on this project.
8. CONSTRUCTION START NOTICE: The CONTRACTOR shall notify Sarpy County Engineers (Pat Dowse 402-537-6900) and Juvenile Justice Center 48 hours before the start of construction.
9. SAFETY: The CONTRACTOR shall carry out his operations in strict accordance with all OSHA and manufacturer's safety requirements, and all local, state & federal regulations. Particular attention is drawn to those safety requirements involving entering confined spaces. It shall be the CONTRACTOR's responsibility to be familiarized with OSHA Standards and Regulations pertaining to all aspects of the work and to ensure his employees are trained and follow these regulations.

SPECIAL PROVISIONS

REMOVALS

1. **SAW CUT – FULL DEPTH:** Existing pavement shall be saw-cut at locations indicated on the plans as required for pavement removal. The saw-cuts shall be made to the full depth of the pavement. Payment for saw-cutting pavement shall be at the contract unit price per linear foot and shall be full compensation for all labor, tools, materials and equipment necessary to complete the saw-cut.

2. **REMOVE COMBINATION CURB AND GUTTER:** The CONTRACTOR shall remove combination curb and gutter at the locations indicated on the PLANS. Payment at the contract unit price per linear foot for "Remove Combination Curb and Gutter" shall be full compensation for furnishing all labor, materials, equipment, tools, and incidentals necessary to complete the work and dispose of the pavement off the project site.

3. **REMOVE PAVEMENT:** The CONTRACTOR shall remove pavement at the locations indicated on the PLANS. Payment at the contract unit price per square yard for "Remove Pavement" shall be full compensation for furnishing all labor, materials, equipment, tools, and incidentals necessary to complete the work and dispose of the pavement off the project site.

4. **RELOCATE LIGHT POLES:** The CONTRACTOR shall have qualified personnel (electrician, etc) relocate light poles to the locations indicated on the PLANS. Payment at the contract unit price per each for "Relocate Light Poles" shall be full compensation for furnishing all labor, materials, equipment, tools, and incidentals necessary to complete the work, including the construction, relocation and/or proper abandonment of power lines, construction of a new pole foundation, salvage and relocation of the existing light pole, and removal and proper disposal of the old pole foundation off the project site.

SPECIAL PROVISIONS

EROSION CONTROL AND SEEDING

1. **GENERAL:** To the maximum intent possible all erosion control facilities shall be constructed prior to stripping of topsoil and beginning grading operations. The CONTRACTOR shall be responsible for maintenance of erosion control facilities for the entire duration of the contract. This shall include repair or replacement of damaged straw wattles and inlet filters, removal of accumulated silt, and street cleaning. All silt removed during maintenance shall be dried and placed as embankment. Maintenance activities shall be at the direction of the ENGINEER. Maintenance activities shall be completed as soon as site conditions allow access to the facility requiring maintenance.

Separate payment will not be made for maintenance of erosion control facilities other than those listed below unless separate bid items are provided in the Agreement. Erosion control facilities damaged by the CONTRACTOR'S activities shall be immediately repaired by the CONTRACTOR at no additional cost to the OWNER.

2. **STRAW WATTLE:** The CONTRACTOR shall install and maintain straw wattles at the locations indicated on the PLANS. Payment at the contract unit price per linear foot for "Construct Straw Wattles" shall be full compensation for furnishing all labor, materials, equipment, tools, and incidentals necessary to complete the work. Straw wattles shall be the 12" Stenlog Wattle, manufactured by Erosion Control Blanket.com, or an approved equivalent, placed using 30" long 1x2 stakes at 5-foot intervals along the length of the wattle and at ends.
3. **ROLLED EROSION CONTROL:** Rolled erosion control blanket (aka erosion control blanket) shall be constructed per Section 809 – "Rolled Erosion Control" of the City of Omaha Standard Specifications, except that measurement for payment for seeding shall be made separately. Payment at the contract unit price per square yard for "Construct Rolled Erosion Control" shall be full compensation for furnishing all labor, materials, equipment, tools, and incidentals necessary to complete the work. Erosion control blanket shall be North American Green – SC150, or approved substitute. Erosion control blanket shall be installed and secured in place per the manufacturer's recommendations for the intended use.
4. **SEEDING - TYPE "A":** Seeding shall conform to the requirements of Section 802 – "Seeding" of the City of Omaha Standard Specifications with the following clarification.

Seed Type "A" shall be United Seeds "Super Turf 1 Lateral Spread – Turf Type Tall Fescue/Ryegrass Mixture" or approved equivalent applied at a rate of 400 lbs PLS/ac (480 lbs PLS/ac dormant seeding).

The following seed formula shall be used to determine the amount of commercial seed required to provide in each type of seed the specified quantities of pure live seed:

$$\frac{\text{Lbs. Pure Live Seed Required}}{\text{Purity (\%)} \times \text{Germination (\%)}} = \text{Lbs. Commercial Seed Required}$$

All original seed tags for all bags (and partial bags) of seeds used on the project shall be submitted to the ENGINEER.

Seed blend to be Certified Interagency Blue Tag and the certified Blue Tag shall be attached to every bag of seed.

Commercial composite fertilizer, uniform in composition, dry and free flowing shall bear the manufacturer's guaranteed statement of analysis which shall be 5-10-5 for original fertilization

and 10-6-4 for refertilization with 50% organic nitrogen. Application rate shall be 1.5 lbs of nitrogen per 1000 square feet. Any fertilizer which becomes caked or otherwise damaged, rendering it unusable for use, will not be accepted.

Topsoil shall be prepared as follows:

- A. Harrow or rake the topsoil to a depth of four (4") inches in a minimum of two directions.
- B. Remove all debris and stones having any dimensions greater than one inch.
- C. Apply a slow release sulfur coated urea fertilizer and thoroughly incorporate into the upper one inch of topsoil.
- D. Rake finish surface smooth.

No seeding areas will be inspected for acceptance prior to sixty (60) days from date of seeding. A satisfactory stand of grass which is acceptable is defined as consisting of a uniform stand of at least eighty-five percent (85%) established permanent grass species. An acceptable stand of grass will be determined by the County.

Payment for seeding shall be at the contract unit price per acre (AC) seeded, fertilized, and accepted.

SPECIAL PROVISIONS

EARTHWORK AND BASE ROCK

1. MATERIAL REQUIREMENTS:

- a. Unsuitable Materials. Unsuitable materials shall include all materials that contain debris, roots, organic or frozen materials, stones having a maximum dimension larger than 3 inches for the upper 12 inches of fill, stones having a maximum dimension larger than 6 inches for the remainder of the fill, or any other materials determined by the GEOTECHNICAL ENGINEER to be unsuitable for providing a stable slope, embankment, backfill, or subgrade. Material which is unsuitable due to excess moisture content will not be classified as unsuitable material unless it cannot be dried by manipulation, aeration, or blending with other materials satisfactorily as determined by the GEOTECHNICAL ENGINEER.

2. GENERAL CONSTRUCTION METHODS:

- a. Grading operations shall be suspended any time that satisfactory results cannot be obtained because of rain, frozen material, or other unsatisfactory conditions.
- b. The CONTRACTOR shall control grading operations such that the site shall be well-drained at all times. When necessary, temporary drains and ditches shall be constructed to intercept or divert surface drainage, which may affect the work.

3. EXCAVATION:

- a. No excavation shall be started until grading stakes have been set by the ENGINEER.
- b. If the volume of suitable excavated material exceeds the amount required for construction of embankment, the excess material shall be disposed of off-site.

4. EMBANKMENT:

- a. Placement of embankments shall begin in the deepest portion of the fill; as placement progresses, layers shall be constructed approximately parallel to the finished grade line.
- b. After each layer has been placed, mixed, and spread evenly, it shall be thoroughly compacted to meet the requirements specified on the PLANS.
- c. No layer shall be covered until the previous layer has been approved.
- d. No fill material shall be placed, spread, or rolled while it is frozen or thawing or during unfavorable weather conditions. When the work is interrupted by heavy rain, fill operations shall not be resumed until field tests by the GEOTECHNICAL ENGINEER indicate that the moisture content and density of the fill are satisfactory.

5. EARTHWORK (EXCAVATION): Separate payment will not be made for excavation. See other pay items.

6. EXCAVATION (EMBANKMENT): Separate payment will not be made for formation of embankments. See other pay items.

7. GENERAL GRADING AND SHAPING: General grading and shaping shall include all labor, tools, equipment and materials necessary to backfill behind curbs and provide general grading and shaping of existing site soils. Payment for this item will be at the contract lump sum for "General Grading and Shaping". Excavation for rock base and associated haul off will be paid as "Earthwork (Haul-off)". No additional payment shall be made for haul-in or haul-off of soil to complete the work per the plans.

8. **EARTHWORK (HAUL-OFF)**: This bid item accounts for the excavation and haul-off of the volume of soil displaced by excavation for the rock base and any soils above the rock base.

The contract quantity shall be considered as established quantity. If adjustments are made to the DETAILS shown on the PLAN for the rock base then corresponding adjustments in the quantity shall be made using the method provided above. Adjustments in the established quantity will be determined by the ENGINEER. All volume computations will be available for review by the CONTRACTOR at the office of the ENGINEER.

Payment shall be made at the contract unit price per cubic yard for "Excavation (Haul-Off)" and shall be full compensation for all labor, materials, and equipment necessary for excavating, loading, hauling, and off-site disposal.

9. **EARTHWORK (STOCKPILE)**: This bid item accounts for the excavation and haul-off of the volume of soil displaced by excavation for the rock base and any soils above the rock base as an alternate bid to "Earthwork (Haul-Off)".

The contract quantity shall be considered as established quantity. If adjustments are made to the DETAILS shown on the PLAN for the rock base then corresponding adjustments in the quantity shall be made using the method provided above. Adjustments in the established quantity will be determined by the ENGINEER. All volume computations will be available for review by the CONTRACTOR at the office of the ENGINEER.

Payment shall be made at the contract unit price per cubic yard for "Excavation (Stockpile)" and shall be full compensation for all labor, materials, and equipment necessary for excavating, loading, hauling, and stockpiling excavated material to a location designated by the ENGINEER within 200 feet of the project area.

10. **MEMBRANE LINER**: At the locations indicated on the PLANS, the CONTRACTOR shall place a membrane liner. The membrane liner shall be a 30 mil PVC flexible waterproof liner. Payment at the contract unit price per linear foot for "Membrane Liner" shall be full compensation for furnishing all labor, materials, equipment, tools and incidentals necessary to complete the work.

11. **ROCK BASE**: At the locations indicated on the PLANS, the CONTRACTOR shall place a rock base. Rock base aggregate shall meet the requirements for Nebraska Department of Roads Class "E" Coarse Aggregate. Payment at the contract unit price per ton for "Construct Rock Base" shall be full compensation for furnishing all labor, materials, equipment, tools and incidentals necessary to complete the work. Rock base will be measured for payment by the ton for rock hauled in from off site. Rock base will be paid for only by tickets presented to the ENGINEER'S representative at the time of delivery of the rock.

SPECIAL PROVISIONS

STORM SEWER

12. 2" DRAIN PIPE: At the locations indicated on the PLANS, the CONTRACTOR shall install solid Schedule 40 HDPE or double wall PVC drainage pipe. Payment at the contract unit price per linear foot for "Construct 2" Drain Pipe" shall be full compensation for furnishing all labor, materials, equipment, tools and incidentals necessary to complete the work.
13. 2" PERFORATED DRAIN PIPE: At the locations indicated on the PLANS, the CONTRACTOR shall install slot perforated Schedule 40 HDPE or double wall PVC drainage pipe. Payment at the contract unit price per linear foot for "Construct 2" Perforated Drain Pipe" shall be full compensation for furnishing all labor, materials, equipment, tools and incidentals necessary to complete the work.
14. CONTROL VALVE AND RISER: At the locations indicated on the PLANS, the CONTRACTOR shall install a 2" control valve with riser pipe and cover. The control valve should be made of quality PVC, HDPE, or brass material and be accessible to adjust via the riser pipe. Payment at the contract unit price per each "Construct Control Valve and Riser" shall be full compensation for furnishing all labor, materials, equipment, tools and incidentals necessary to complete the work.
15. CONSTRUCT CLEANOUT: At the location indicated on the PLANS the CONTRACTOR shall adjust the manhole rim to the elevations shown on the PLANS and replace the existing manhole cover with a grated manhole cover per City of Omaha Standard Plate No. 3-90. The contract unit price per each for "Construct Manhole Grate Cover" shall be full compensation for furnishing all labor, materials, equipment, tools and incidentals necessary to complete this work.

SPECIAL PROVISIONS

PERVIOUS ASPHALT PAVEMENT

1. **PERVIOUS ASPHALT PAVEMENT:** Pervious asphalt pavement shall follow the requirements of NDOR's Asphaltic Concrete Type OGFC, an open graded, 50-gyratton Superpave mix design provided herein, except as follows:
 - a. References to the NDR and NDR personnel shall be replaced with "ENGINEER".
 - b. Pervious asphalt pavement shall be placed in two 3-inch lifts, a base and surface course, of the same mix design specified.
 - c. Method of Measurement and Basis of Payment shall be replaced by the following: "The accepted quantities of asphaltic concrete pavement shall be measured and paid for at the contract unit price per square yard for "6" Pervious Asphalt Pavement – NDOR Type "OGFC".

Nebraska Department of Roads (NDOR)

ASPHALTIC CONCRETE TYPE OGFC

Description

Section 503 of the Standard Specifications is amended to include Asphaltic Concrete Type OGFC.

Section 1028 in the Supplemental Specifications is void and superceded by the following:

The Asphaltic Concrete Type OGFC is an open graded, 50-gyratton Superpave mix design.

Paragraphs 3, 4, 5, 6 and 7 of Subsection 503.02 and paragraphs 5.c. (3), (4), (5), (6) and (7) of Subsection 503.04 of the Standard Specifications, are void.

In paragraphs 2.b.(1), 5.b., 5.c.(1) and 6. of Subsection 503.06 the following change shall take place:

Wherever it shows 2750 tons in the above paragraphs, it shall read 3750 tons instead.

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

1.
 - a. Asphaltic Concrete Type OGFC is a Contractor-designed mix.
 - b. The Contractor will be required to define properties using a Gyrotory compactor that has met the AASHTO evaluation test procedures, during mix design and production.
2.
 - a. Before production of asphaltic concrete, the Contractor shall submit, in writing, a tentative job mix formula for approval to the NDR Flexible Pavement Engineer at the Lincoln, Nebraska Central Laboratory.
 - b. The job mix formula shall identify the mineral aggregates and mineral admixture with the value of the percent passing each specified sieve for the individual and blended materials.
 - (1) Submitted with these samples shall be a copy of the Contractor's results for all mix design tests.

- (2) This mix design shall include at a minimum:
- (i) The target PG Binder content.
 - (ii) The percent, grade and source of the PG Binder.
 - (iii) The maximum specific gravity of the combined mixture (Rice).
 - (iv) The average bulk specific gravity and air voids of the 50 gyration specimens. The gravity will be determined by use of the Corelock™ method. The Contractor shall submit 3 compacted specimens to the NDR Lincoln Nebraska Central Laboratory for Bulk Specific Gravity testing.
 - (v) The percent of draindown from test ASTM D 6390
 - (vi) Fine Aggregate Angularity (FAA), Coarse Aggregate Angularity (CAA), Flat and Elongated Particles and Clay Content of the aggregate blend. If the blended aggregate is all ledge rock, the FAA & CAA is not required.
 - (vii) Location description and/or legal descriptions and producers of materials used in the mix.
- c. Before the mix design is approved, the Materials and Research Laboratory shall verify all properties.

3. Quality Control Program:

- a. The Contractor shall establish, provide, and maintain an effective Quality Control (QC) Program. The QC Program shall detail the methods and procedures that will be taken to assure that all materials and completed construction conforms to all contract requirements.
- b. Although guidelines are established and certain minimum requirements are specified herein and elsewhere in the contract, the Contractor shall assume full responsibility for placing a pavement course that meets the target field values.
- c. The Contractor shall establish a necessary level of control that will:
 - (1) Adequately provide for the production of acceptable quality materials.
 - (2) Provide sufficient information to assure both the Contractor and the Engineer that the specification requirements can be met.
 - (3) Allow the Contractor as much latitude as possible in developing control standards.
- d.
 - (1) The Contractor shall develop and provide the Engineer a copy of the QC Program no less than 10 NDR working days prior to the preconstruction conference or no less than 10 NDR working days prior to beginning production of project materials.
 - (2) The Contractor shall not begin any construction or production of materials until the Engineer has approved the QC Program.

- e. The QC Program shall address, as a minimum, the following items:
- (1) QC organization chart.
 - (2) The mix design.
 - (3) Submittals schedule.
 - (4) Inspection requirements.
 - (i) Equipment.
 - (ii) Asphaltic concrete production.
 - (iii) Asphaltic concrete placement.
 - (5) QC testing plan.
 - (6) Documentation of QC activities.
 - (7) Requirements for corrective action when QC and/or acceptance criteria are not met.
 - (8) Any additional elements deemed necessary.
 - (9) A list, with the name and manufacturer's model number, for all test equipment used during laboratory testing.
 - (10) A description of maintenance and calibration procedures, including the frequency that the procedures are performed.
- f. The QC organization chart shall consist of the following personnel:
- (1) A Program Administrator:
 - (i) The Program Administrator shall be a full-time employee of the Contractor or a Subcontractor (Consultant) hired by the Contractor.
 - (ii) The Program Administrator shall have a minimum of 5 years experience in highway construction.
 - (iii) The Program Administrator need not be on the job site at all times but shall have full authority to institute any and all actions necessary for the successful implementation of the QC Program.
 - (iv) The Program Administrator's qualifications and training shall be described in the QC Program.

- (2) One or more Quality Control Technicians:
 - (i) The quality control technicians shall report directly to the Program Administrator and shall perform all QC tests as required by the contract.
 - (ii) The QC technicians shall be qualified by the NDR Materials and Research Division.
 - (iii) Qualification at an equivalent level by a state or nationally recognized organization may be acceptable.
 - (iv) The QC technician's credentials and NDR training records shall be submitted to the NDR Materials and Research Division.
 - (v) The Contractor may have a non-qualified technician working under the direct supervision of a qualified technician for no more than one construction season.
- g.
 - (1) Inspections shall be performed daily to ensure continuing compliance with contract requirements until completion of the work.
 - (2) QC test results and periodic inspections shall be used to ensure the mix quality and to adjust and control mix proportioning.
- h. QC Testing Plan:
 - (1) The testing plan shall include the NDR statistically based procedure of random sampling for acquiring test samples.
 - (2) The Contractor may add any tests necessary to adequately control production.
 - (3) All QC test results shall be documented by the Contractor with a copy provided to the Engineer within 1 week after the tests are complete. Daily review by the Engineer will be allowed if requested.
 - (4) Copies of all forms to be used shall be included in the QC Testing Plan.
- i. Corrective Action Requirements:
 - (1) The Contractor shall establish and utilize QC charts for individual QC tests. The requirements for corrective action shall be linked to the control charts.
 - (2) The Contractor's QC Program shall detail how the results of QC inspections and tests will be used to determine the need for corrective action.
 - (i) A clear set of rules to determine when a process is out of control and the type of correction to be taken to regain process control will be provided.

- (ii) As a minimum, the plan shall address the corrective actions that will be taken when measurements of the following items or conditions approach the specification limits:
 - (i) Plant produced mix gradations at laydown.
 - (ii) PG Binder content.
 - (iii) Air voids.
 - (iv) FAA AASHTO T 304 – not required if all ledge rock
CAA ASTM D 5821 – not required if all ledge rock
- (iii) Corrective actions that will be taken when the following conditions occur:
 - (i) Rutting
 - (ii) Segregation
 - (iii) Surface voids
 - (iv) Draindown occurs
 - (v) Flushing of Binder occurs

Material Characteristics

1. **Aggregates and Mineral Filler:**
 - a. Aggregates for use in asphaltic concrete shall be tested on an individual basis.
 - b. Asphaltic Concrete Type OGFC shall contain a minimum of 75 percent quartzite.
 - c. Crushed rock material for use in asphaltic concrete, 1/4 inch down, screenings and manufactured sand shall have a Sodium Sulfate loss of not more than 12 percent by mass at the end of 5 cycles. One 20-lb. sample shall be taken by NDR personnel at the project for every 5,000 tons of aggregate used, with a minimum of one per project for quality testing.
 - d. Quartzite, granite, and chat shall conform to the requirements of Subsection 1033.02, Paragraph 4.a.(8). One 60-lb. sample shall be taken by NDR personnel at the project every 3,000 tons of aggregate used, with a minimum of one per project for quality testing.
 - e. Crushed rock (Limestone) and Dolomite shall conform to the requirements of Subsection 1033.02, Paragraph 4.a.(4), (5), and (6). Sampling size and frequency shall adhere to the Current NDR Materials Sampling Guide.
 - f. Amend Paragraph 4.a.(7) of Subsection 1033.02 to provide that soundness tests shall not be required for fine sand.
 - g. Amend Subsection 1033.02 to provide that once the satisfactory quality of aggregates from a source has been established, sufficient additional soundness tests will be performed to insure the continued satisfactory quality of the material.

- h. The coarse angularity value of the blended aggregate material shall meet or exceed a minimum value of 95% for one or more fractured faces and 90% for two fractured faces. The CAA is not required if the blended aggregate is all ledge rock.
 - i. The fine aggregate angularity value of the blended aggregate material from the fine and coarse aggregates shall meet or exceed a minimum value of 45.0. The FAA is not required if blended aggregate is all ledge rock.
- Note: The specific gravity for calculation of the Fine Aggregate Angularity (FAA) shall be based on material passing the No. 8 sieve and retained on the No. 100 sieve.
- j. The coarse aggregate shall not contain flat and elongated particles exceeding a maximum value of 10. Criterion based on a 5:1 maximum to minimum ratio.
 - k. The clay content of the blended aggregate material from the fine and coarse aggregates shall meet or exceed a minimum value of 55. The clay content is not required if the blended aggregate is all ledge rock.
 - l. Mineral admixture will be required. The amount shall be 1.0 percent, by weight of the mineral aggregate, and shall be either Portland Cement Type II or hydrated lime, conforming to ASTM C 150 or ASTM C 1097, respectively.
 - m. When draindown test results (ASTM D 6390) are greater than 0.3 percent the Contractor will be required to select either a cellulose fiber (typically 0.3 percent by mix mass) or a mineral fiber (typically 0.4 percent by mix mass) and determine the percent needed in order to meet the draindown specification.
 - n. The blended aggregate shall conform to the gradation requirements specified below.

Table 1
GRADATION CONTROL POINTS
(without Mineral Admixture)

Sieve	Control Points (percent passing)	
	Minimum	Maximum
3/4 inch	100	
1/2 inch	90	100
3/8 inch	40	80
No. 4	15	30
No. 8	5	15
No. 200	2	8

2. Volumetric Mix Design

- a. The job mix formula shall be determined from a mix design for each mixture. A volumetric mixture design in accordance with NDR T245, will be required. However, the mixture for the gyratory specimens and maximum specific gravity mixture shall be short-term aged for two hours, in accordance with AASHTO R 30.
- b. The design shall have at least four points, including a minimum of two points above and one point below the optimum PG Binder content. The amount of uncompacted mixture shall be determined in accordance with AASHTO T 209.

- c. Changes in the types or sources of aggregates shall require a new job mix formula and mix design. The new proposed job mix formula shall be in accordance with the requirements as stated above and submitted 5 working days prior to use for approval.
- d. Draindown
 - (1) A draindown test is required on the loose mix at a temperature 59° Fahrenheit (15° Celsius) higher than the anticipated production temperature using ASTM D 6390. A maximum draindown of 0.3 percent by mass of the total mix is required.
 - (2) The fiber stabilizing additive, if required, should be added to the heated aggregate prior to the introduction of the PG Binder. The fiber will be dry mixed thoroughly with the heated aggregate. This procedure is needed to ensure an even distribution of the stabilizing additive during the laboratory mixing process. Slightly longer mixing times may be required due to the increased surface area added by the fiber and or the stiffening effect of the polymer.
 - (3) Form a crater in the dry blended aggregate and stabilizing additive and add the required amount of PG Binder. Care shall be exercised to prevent the loss of the mix during subsequent handling. At this point, the aggregate and binder shall be at the recommended mixing temperature. Mix the aggregate and binder rapidly until thoroughly coated.
- e. Design Criteria:
 - (1) The design criteria for each mixture shall meet the requirements as follows.

Table 2

Mix Criteria	Requirement
Air Voids, %	18 ± 1
% Binder.	5.8 to 6.8

- 3. The Contractor shall make Mix adjustments when:
 - a. Air voids, FAA, CAA or PG Binder content do not meet the currently approved criteria.
 - b. Surface voids create a surface and/or texture which does not meet the criteria of Sections 502 and 503 of the Standard Specifications.
 - c. Pavement does not meet any other design criteria.
 - d. Rutting occurs.
 - e. Draindown occurs.
 - f. Flushing of Binder occurs.

4. Mix adjustments at the plant are authorized within the limits shown in Table 15 without redesigning the initially approved mix:
 - a. The adjustment must produce a mix with the percent air voids required.
 - b. All adjustments must be reported to the Engineer.

Table 3

Aggregate Adjustments	
Sieve Size	Adjustments
1 inch, 3/4 inch, 1/2 inch, 3/8 inch.....	± 6%
No. 8, No. 16, No. 30, No. 50.....	± 4%
No. 200.....	± 2%

- c. The adjustment values in Table 3 will be the tolerances allowed for adjustments from the NDR verified mix design "Combined Gradation" target values which resulted from production or mix design adjustments.
5. Sampling and Testing:
 - a. The Contractor shall take samples at locations identified by the Engineer, according to the NDR statistically based procedure. The samples shall be approximately 75 pounds, transported to the test facility in an insulated container and split according to NDR T 248.
 - b. All samples and companion samples within a Lot shall be identified, stored, and retained by the Contractor until the NDR has completed the verification testing process.
 - c.
 - (1) The sample shall be taken from the roadway, behind the paver before compaction.
 - (2) At least one QC sample shall be tested for every 750 tons of plant produced mix.
 - (i) If, at the completion of the project, the final lot consists of less than 3,750 tons of asphaltic concrete, 1 sample for each 750 tons or fraction thereof, shall be taken and tested.
 - (3) Additional sampling and testing for the Contractor's information may be performed at the Contractor's discretion. Any additional testing will not be used in pay factor determination.
 - (4) At the project start-up and when a substantial aggregate proportion or other major mix change has been made, at least 1 sample shall be taken from the first 300 tons of production.
 - (5) At least one CAA and FAA sample shall be taken and tested daily by the Contractor. The FAA and CAA may be sampled from the blended cold feed material but in addition, the Contractor will be required to test FAA and CAA from a roadway sample using an ignition oven sample for correlation. If the blended aggregate is all ledge rock the FAA & CAA tests can be waived.

- (6) The use of RAP material will not be allowed.
- d. Samples should not be taken from the first 110 tons of mix produced or after a significant mix change.
- e. The sample shall be compacted immediately while still hot (additional heating may be required to raise the temperature of the sample to compaction temperature).
- f. Each QC sample shall be tested as follows:
 - (1) A Superpave gyratory sample will be compacted for each QC sample taken.
 - (2)
 - (i) Bulk Specific Gravity (Gmb) shall be determined for each specimen in accordance with the Corelock™ method at the Lincoln Nebraska Central Laboratory.
 - (ii) The 3 specimen results are averaged for each sample.
 - (iii) If an individual specimen result deviates by more than 0.02 from the average of the 3 specimens, that result shall be thrown out and the remaining 2 results shall be averaged.
 - (iv) At the Contractors request, upon evidence that the 3 Bulk Specific Gravity specimens are exhibiting consistency in their results, the Materials and Research Laboratory may reduce the number of specimens to 2.
 - (3) One Theoretical Maximum Specific Gravity (Gmm) test for each production sample of uncompacted mixture shall be determined in accordance with NDR T 209 - Maximum Specific Gravity of Bituminous Paving Mixtures.
 - (4) The laboratory volumetrics shall be determined in accordance with the following:

Table 4
$\%Gmm = 100 \times (Gmb + Gmm)$
$\% \text{ Air Voids} = 100 - \%Gmm$

- (5)
 - (i) The percent of PG Binder shall be determined by ignition oven on roadway samples. Production of Asphaltic concrete shall cease immediately if the plant and ignition oven results vary by an amount greater than 0.5% from the verified mix design.
 - (ii) The gradations shall be determined for each QC test using AASHTO T 30.
- (7) Except as noted in this Subsection, all sampling and testing shall be done as prescribed in the NDR *Materials Sampling Guide*.

g. Testing Documentation:

- (1) All test results shall be recorded on a daily summary sheet to facilitate the computation and reporting of test values.

h. QC Charts:

- (1) QC charts shall be posted at the asphalt production site and kept current with both individual test results and moving average values for review by the Engineer.
- (2) Control charts shall include a target value and specification limits.
- (3) As a minimum, the following values shall be plotted or reported on NDR provided forms as indicated below:
 - (i) Laboratory Gyratory density (each point being an average of 3 specimens) will be reported.
 - (ii) Ignition oven or cold feed aggregate gradations for the 3/4", 1/2", 3/8", & Nos. 4,8,16,30,50,100,200 sieves will be reported.
 - (iii) PG Binder content shall be plotted to the nearest 0.1 percent by ignition oven results in accordance with AASHTO T 308.
 - (iv) The theoretical maximum specific gravity (Rice) to the nearest 0.001 percent will be reported.
 - (v) Laboratory Gyratory air voids shall be plotted to nearest 0.1 percent.
 - (vi) FAA and CAA of the asphaltic concrete for both the blended cold feed and ignition oven samples will be reported to the nearest 0.1 percent.

i. Independent Assurance (IA) Review of Testing:

- (1) The Contractor will allow NDR personnel access to their laboratory to conduct IA review of technician testing procedures. Any deficiencies discovered in testing procedures will be noted and corrected.
- (2) During an IA review, NDR personnel and the Contractor will split a sample for the purpose of IA testing. The sample(s) selected will be tested in the NDR Branch Laboratory. Any IA test results found to be outside of defined testing tolerances will be noted and further review by the Contractor of their testing apparatus will be conducted and corrected.

(3) Testing Tolerances

a. Asphaltic Concrete and Asphaltic Concrete Aggregates

	<i>Tolerance</i>
a. Asphalt Content by ignition oven	0.5%
b. Gyrotory Density	0.020
c. Maximum Specific Gravity	0.015
d. Bulk Dry Specific Gravity (For Mix Design)	0.028
e. FAA	0.50%
f. CAA	10.0%

b. Aggregate Gradation (Blended Aggregate)

Size Fraction Between Consecutive Sieves, %	<i>Tolerances</i>
0.0 to 3.0	2.0%
3.1 to 10.0	3.0%
10.1 to 20.0	5.0%
20.1 to 30.0	6.0%
30.1 to 40.0	7.0%
40.1 to 50.0	9.0%

6. a. In response to QC tests results, the Contractor shall notify the Engineer whenever the process approaches Specification limits.
- b. Two consecutive test results outside Specification limits shall be cause to cease operations.
- c. The Contractor shall assume the responsibility to cease operations.
- d. The process shall not be started again without approval of the Engineer.
- g. Failure to cease operations after 2 consecutive test results fall outside the Specification limits shall subject all subsequent material to be rejected.

7. Verification Sampling and Testing:

- a. The NDR will select and test at random one of the subplot samples (750 tons) within a Lot (3750 tons) for acceptance and report results in a timely manner.
- b. The results of Contractor QC testing will be verified by NDR verification tests. On any given Lot, if the results of Air Void verification testing and its companion QC testing are within 1.4 percent or less, the Air Void verification for the entire Lot is complete. If the Air Void verification test results and the companion QC test results are outside the above tolerance, the results from the verification test will be used to determine acceptance for that subplot. Any or all of the remaining four NDR subplot samples may be tested and the NDR subplot test results may be used to determine acceptance. The Engineer may stop production until a review of Contractor test procedures is conducted and any deficiencies found are corrected.

- c. When verification test results show a consistent pattern of deviation from the QC results, the Engineer may cease production and request additional verification testing or initiate a complete IA review.
 - d. If the project personnel and the Contractor cannot reach agreement on the accuracy of the test results, the Materials and Research Laboratory will be asked to resolve the dispute, which will be final.
8. Asphaltic Concrete Air Voids
- a. Normally, 1 sample for testing will be taken from each subplot (750 tons) at locations determined by the Engineer.
 - b. Air voids shall be 18% ± 1%.
9. Asphalt Concrete Density Samples:
- a. Normally, 1 sample for testing will be taken from each subplot (750 tons) at locations determined by the Engineer.
 - b. Density tests will be performed by the Contractor under direct observation of NDR personnel. Density will be monitored by a nuclear gauge to maximize in place density without damaging aggregate.
10. Asphalt Mix Control Strip
- a. In paragraphs 2.a. and 2.h. of Subsection 503.04 the following change shall take place.

Wherever it shows 440 tons in the above paragraphs it shall read 500 tons instead.
 - b. Paragraph 2.b. (1) of Subsection 503.04 is void and superseded by the following:

The Contractor shall take at least 4 control strip mixture samples and evaluate the air voids and the PG Binder content.
 - c. Paragraph 2.b. (2) of Subsection 503.04 is void and superseded by the following:

Random sampling shall be taken, and the air voids shall be between the values shown in section 8.

**Table 5
CONTROL STRIP SAMPLING**

Sample #	Tons	Air Voids
1	0 to 125	16.0 to 20.0
2	125 to 250	17.0 to 20.0
3	250 to 375	18.0 to 20.0
4	375 to 500	18.0 to 20.0

- d. Paragraph 2.b. (4) of Subsection 503.04 is void and superseded by the following:

The tests results must fall within the specified tolerances, but if subsequent tests continue a trend toward the target values specified, the department may tentatively accept the control strip with assurance from the contractor that any

further adjustments will be made in an effort to attain and then maintain target specifications.

11. Contractor's Lab Equipment:

- a. The Contractor shall calibrate and correlate the testing equipment according to the procedures prescribed for the individual tests and conduct tests in conformance with specified testing procedures.
- b. The Contractor shall have the following equipment (or approved equal) at or near the project location:
 - (1) An AASHTO approved Gyratory Compactor and molds.
 - (2) An AASHTO approved Asphalt Content Ignition Oven.
 - (3) Rice equipment
 - (4) FAA equipment
 - (5) To test density of compacted asphaltic concrete, a minimum 6000 gm balance, 0.1 gm resolution, with under body connect and water container large enough to conveniently place specimen in the basket and completely submerge the basket and specimen without touching the sides or bottom is required.
 - (6) QC Laboratory (suggested size 8 ft. x 45 ft.) which contain the following:
 - Air conditioner.
 - Dedicated phone (where available).
 - FAX machine.
 - Xerox type copy machine.
 - Sample storage.
 - Work table.
 - Bulletin board.
 - Running water.
 - Desk and chair.
 - Separate power supply.
 - Incidental spoons, trowels, pans, pails.
 - (7) Oven, 347°F minimum, sensitive $\pm 5^\circ\text{F}$.
 - (8) USA Standard Series Sieves for coarse and fine aggregate with appropriate shakers (12 inch recommended).
 - (9) Color printer and personal computer capable of running the latest version of NDOR provided "Superpave" software.

General Requirements

1. Mineral Admixture Proportioning, Bag House Fines, and Production
 - a. The aggregates to be mixed with the mineral admixture must be damp prior to mixing.

- b. The mineral admixture shall be added and thoroughly mixed by means of a mechanical mixing device prior to the mixture entering the drum drier. The mineral admixture shall be weighed across a weigh belt or an approved alternative weighing system, with a weight totalizer prior to entry into the mechanical mixing device. The mechanical mixing device shall be a pugmill type mixer consisting of at least two motorized shafts with mixing paddles. The mixing device shall be designed such that the mixture of aggregate and admixture is moved in a near horizontal direction by the mixing paddles without the aid of conveyor belts for a distance of at least three feet. Mixing devices which permit the mixture of aggregate and admixture to fall through mixing blades onto a belt or chute are not acceptable. The mixing device's rated capacity in tons per hour shall not be exceeded by the rate of material feed to the mixer. The mixer shall be constructed to prevent the leakage of the contents. The mixer shall be located in the system at a location where the mixed material can be readily inspected on a belt prior to entry into the drum. The mixing device shall be capable of effective mixing in the full range of asphaltic concrete production rates.
- c. A positive signal system and a limit switch device shall be installed in the plant at the point of introduction of the admixture. The positive signal system shall be placed between the metering device and the drum drier, and utilized during production whereby the mixing shall automatically be stopped if the admixture is not being introduced into the mixture.
- d. The Contractor will have the option of premixing the mineral admixture in stockpiles. If this option is chosen, the Contractor will only be required to pre-mix aggregates other than limestone.
- e. The moisture content of the Asphaltic Concrete shall not exceed 0.5 percent. Drying and heating shall be accomplished in such a manner as to preclude the mineral aggregate from becoming coated with fuel oil or carbon. The production of the plant shall be governed by the rate required to obtain a thorough and uniform mixture of the materials.

2. Placing and Finishing

- a. Asphaltic Concrete shall be placed only when the temperature of the surface on which it is to be placed is at least 65 degrees F and the ambient temperature is at least 65 degrees F and rising.
- b. In order to achieve, as far as practical, a continuous operation, the speed of the paving machine shall be coordinated with the production of the plant. If the paving machine is stopped for more than three minutes, or there is three minute or longer interval between the completion of delivery by one truck and the beginning of delivery by the next truck, the paving machine shall be pulled away from the mat in order for the rollers to compact this area in accordance with the temperature limitations given hereinafter.
- c. The temperature of the asphaltic concrete just prior to compaction shall be at least 275 °F.
- d. The wheels of compactors shall be wetted with water, or if necessary soapy water, or an approved product by the Engineer to prevent the asphaltic concrete from sticking to the steel wheels during rolling.

- e. A minimum of two steel wheel compactors shall be provided, however, sufficient compactors must be provided to cover the entire width of the paving machine on the initial forward pass while a static compactor remains to complete the final rolling.
- f. The compactors shall weigh no less than eight tons.
- g. Static wheel compactors, or vibratory compactors in the static mode, shall be used for all compaction. Initial breakdown rollers shall be maintained no more than 300 feet behind the paving machine. As many passes as are possible shall be made with the compactors before the temperature of the Asphaltic concrete falls below 240 °F.

Method of Measurement:

Asphaltic Concrete Type OGFC shall be measured for payment in tons at the contract unit price for the item "Asphaltic Concrete Type OGFC."

Basis of Payment:

- 1. Paragraphs 2.a., 2.b.(1), 2.b.(2) and 2.b.(3) of Subsection 503.06 are void and superseded by the following:
 - a. Asphaltic Concrete Type OGFC shall be paid at the contract unit price per ton for the item "Asphaltic Concrete Type OGFC."

