

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION AWARDING BID FOR 36TH STREET CULVERT REHABILITATION, PROJECT C-77 (14-11)
FOR THE PUBLIC WORKS DEPARTMENT

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2012), 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 2012), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, bids for the culvert rehabilitation 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:

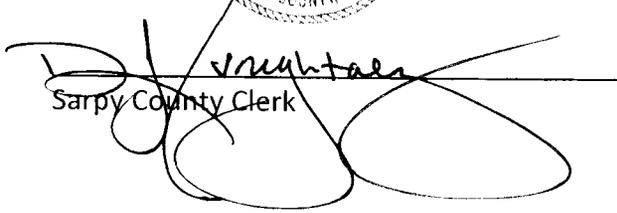
- (1) The low bid of Jochim Precast for the 36th Street Culvert Rehabilitation, Project C-77 (14-11) for One Hundred Thousand Eight Hundred Forty Dollars and No Cents (\$100,840.00) is accepted, ratified, and confirmed.
- (2) This Board's Chairman, Clerk, and Attorney are hereby authorized and directed 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 3rd day of March, 2015.


 Brenda Forlister
 Sarpy County Board Chairman

ATTEST:




 Debra J. Brown
 Sarpy County Clerk

Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE
1210 GOLDEN GATE DRIVE, SUITE 1220
PAPILLION, NE 68046



Brian Hanson, Purchasing Agent
(402) 593-2349
Debby Peoples, Asst. Purchasing Agent
(402) 593-4164
Beth Garber, Purchasing/Contract Administrator
(402) 593-4476

MEMO

To: Sarpy County Board of Commissioners

From: Beth Garber

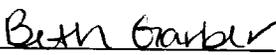
Re: 36th Street Culvert Rehabilitation Bid Award

On February 24, 2015, one (1) bid was opened for the 36th Street Culvert Rehabilitation, Project C-77 (14-11) for the Public Works Department. After reviewing the bid it is recommended it be awarded to the low bidder, Jochim Precast for \$100,840.00.

There were fifteen (15) Planholders for this project, nine (9) of which were general contractors. While we are unsure why the other general contractors did not bid, we are satisfied with Jochim Precast's bid as it was within the engineer's estimate of \$105,642.23. Jochim Precast has done several jobs for the County and all have been satisfactory.

Please feel free to contact me at bgarber@sarpy.com with any questions.

February 26, 2015



Beth Garber

cc: Deb Houghtaling
Mark Wayne
Scott Bovick
Brian Hanson
Denny Wilson

Bid Tab
 36th Street Culvert Rehabilitation, Project C-77 (14-11)
 for the
 Public Works Department

Bid Opening:
 2:00 p.m.
 February 24, 2015

Description	Quantity	Unit	Jochim Precast	
			Unit Price	Extended Price
1 Clearing and Grubbing - General	1	LS	\$1,250.00	\$1,250.00
2 Mobilization	1	LS	\$1,250.00	\$1,250.00
3 Remove Asphalt Pavement	245	SY	\$8.00	\$1,960.00
4 Embankment-Borrow	1800	CY	\$10.00	\$18,000.00
5 Provide Temporary Traffic Control	1	LS	\$2,000.00	\$2,000.00
6 Install Seeding - Type Channel Seed	0.6	AC	\$2,000.00	\$1,200.00
7 Install Cover Crop Seeding	0.6	AC	\$2,000.00	\$1,200.00
8 Temporary Erosion and Sediment Control	1	LS	\$1,000.00	\$1,000.00
9 Construct 6" Asphalt Base Course, Type SPR Coarse (PG 64-34)	245	SY	\$60.00	\$14,700.00
10 Construct 3" Asphalt Surface Course, Type SPR (PG 64-34)	245	SY	\$30.00	\$7,350.00
11 Remove 72" Culvert Pipe	66	LF	\$20.00	\$1,320.00
12 63" RC Flared End Section (Concrete)	1	EA	\$1,500.00	\$1,500.00
13 Install Silt Fence	100	LF	\$3.00	\$300.00
14 58" X 67.5" Oval HDPE Pipe (Install Only, County Provides Pipe)	178	LF	\$100.00	\$17,800.00
15 Reduced Density Flowable Fill	44	CY	\$200.00	\$8,800.00
16 Construct Type C Rip-Rap	167	TON	\$50.00	\$8,350.00
17 Install Geotextile Fabric	213	SY	\$5.00	\$1,065.00
18 Granular Fill Material	152	CY	\$25.00	\$3,800.00
19 Install Permanent Pavement Marking - 5" White	200	LF	\$10.00	\$2,000.00
20 Install Permanent Pavement Marking - 5" Yellow	100	LF	\$10.00	\$1,000.00
21 Saw cut - Full Depth	44	LF	\$10.00	\$440.00
22 Subgrade Preparation	311	SY	\$5.00	\$1,555.00
23 Remove and Reinstall Fence	600	LF	\$5.00	\$3,000.00
Total Bid				\$100,840.00



SARPY COUNTY

Dennis L. Wilson, P.E., PhD
Sarpy County Engineer

PUBLIC WORKS DEPARTMENT
15100 South 84th Street • Papillion, NE 68046-2895
Phone (402) 537-6900 • FAX (402) 537-6955 • www.sarpy.com

MEMORANDUM

To: Sarpy County Board of Commissioners

From: Dennis L. Wilson, P.E., Ph.D., Sarpy County Engineer 

Subject: C-77(14-11) – 36th Street Culvert Rehabilitation Bid Recommendation

Date: February 26, 2015

On February 24, 2015, one (1) bid was opened during the Sarpy County Board of Commissioners Meeting for the above mentioned project. The bid was from Jochim Precast of Papillion with a total base bid of \$100,840.00. This bid is 4.7% lower than the Engineer's Estimate of \$105,624.23.

The Sarpy County Engineer recommends the base bid be awarded to Jochim Precast in the amount of \$100,840.00. Feel free to contact me if you have any questions.

CONTRACT AGREEMENT

THIS CONTRACT is made and entered into in DUPLICATE by and between Sarpy County, Nebraska hereinafter called County, and Jochim Precast hereinafter called Contractor.

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

1. **The Contractor does hereby agree to undertake and construct Sarpy County Project C-77 (14-11), 36th Street Culvert Rehabilitation, ¾ Mile South of Platteview Road.**

Also referred to hereinafter as work, in accordance with terms and provisions hereof and subject to the quality provisions in the accepted Proposal of Contractor for the sum of One Hundred Thousand Eight Hundred Forty Dollars and No Cents (\$100,840.00) under penalty of Performance, Payment and Guarantee Bond.

2. The Contractor shall conform with the applicable plans and specifications, applicable Special Provisions and any applicable change order or addenda pertaining thereto or to this Contract, all of which by reference thereto are made a part hereof. Applicable notice to bidders, Instruction to bidders, Bid Proposal of Contractor, Resolution awarding this Contract, the Performance, Payment and Guarantee Bond and all proceedings by the governing body of the County relating to the aforesaid work are made a part hereto by reference thereto.
3. The County agrees to pay the Contractor in accordance with the provisions of the specifications, the accepted Proposal of the Contractor and the provisions of this Contract.
4. All provisions of each document and item referred to in Paragraph 2 above shall be strictly complied with the same as if rewritten herein, and in the event of conflict among the provisions of said documents, the provisions most favorable to the County shall govern, and substitution or change shall be made except upon written direction, the form of which shall be written "Change Order" of the County; and substitution or change shall in no manner be construed to release either party from any specified or implied obligation of this Contract except as specifically provided for in the Change Order.
5. The Contractor warrants that it has neither employed nor retained any company or person, other than bona fide employee working for Contractor to solicit or secure this Contract, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County shall have the right to annul this Contract without liability, or in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
6. County and Contractor promise and agree to comply with all Federal and State laws and County ordinances, and such other rules and regulations as may apply to this Contract, including but not limited to: the Americans with Disabilities Act of 1990 (29 U.S.C.A. 12101, et seq.); the Rehabilitation Act of 1973 (29 U.S.C.A. 701, et seq.); and the Drug Free Workplace Act of 1988 (41

U.S.C.A. 701, et seq.). Furthermore, pursuant to Neb. Rev. Stat. 73-102 Reissue 1990), County and Contractor declare, promise, and warrant that they have and will continue to comply fully with the Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C.A. 1985, et seq.); and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. 48-1101, et seq., (Reissue 1993), in that there shall be no discrimination against any person who is employed in the performance of this Contract, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

7. The Contractor shall indemnify and save harmless Sarpy County, its officers, employees, agents and representatives from all claims, suits or actions of every kind and character made upon or brought against the said Sarpy County, its officers, employees, agents and representatives for on or account of any injuries or damages received or sustained by any party or parties by or from the acts or omissions of the said Contractor or its servants, agents, representatives and subcontractors, in doing the work herein contracted for or by or in consequence of any negligence in guarding the same or any improper material used in its construction or by or on account of any act or omission of said Contractor or its servants, agents, representatives and subcontractor or its servants, agents, representatives and subcontractors arising out of any manner connected with the performance of this Contract, and also from all claims or damage for infringement of any patent in fulfilling this Contract.
8. The Contractor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Contractor 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 Contractor is an individual or sole proprietorship, the following applies:

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

The Contractor shall not begin work under this Agreement until all insurance certificates have

been filed with the Sarpy County Clerk.

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

a. Worker's Compensation and Employers Liability Insurance

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

b. Commercial General Liability Insurance

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

The minimum acceptable limits of liability shall be \$1,000,000 each occurrence. If the coverage contains a general aggregate, such limit shall not be less than \$2,000,000. The products/completed operations limit shall not be less than \$2,000,000. The County shall be named as an additional insured on the insurance coverage required under this section.

c. Automobile Liability Insurance

Coverage shall be against claims for damages resulting from bodily injury, including death and property damage, which may arise from the operations of any owned, hired or non-owned automobile. The minimum acceptable limit of liability shall be \$1,000,000 Combined Single Limit for each accident. The County is to be named as an additional insured on the insurance coverage required under this section.

d. Certificate of Insurance

The Contractor shall furnish the County with a certificate(s) of insurance evidencing the coverage required in this section. If the certificate(s) is shown to expire prior to completion of all the terms of this Agreement, the Contractor shall furnish a certificate(s) of insurance evidencing renewal of its coverage to the County. The County is to be included as an additional insured on the insurance coverage required under this section. The Contractor shall require each and every Subcontractor performing work under this Agreement to maintain the same coverages required of the Contractor in this Section, and upon the request of the County, shall furnish the County with a certificate(s) of insurance evidencing the Subcontractor's insurance coverages required in this section.

e. Property Insurance

During the term of the Contract all responsibility for maintenance of property insurance on the work remains solely with the Contractor, who shall, as a minimum requirement, obtain a builder's "all risk" or equivalent policy form with sufficient limits to cover the total value of the Project, including all the cost of the material, equipment and/or machinery involved under this Contract. This property insurance shall cover portions of the work and materials stored off-site, on-site and in transit.

f. Insurance Company

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

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

10. The Contractor shall pay to the Unemployment Compensation Fund of the State of Nebraska unemployment contributions and interest due under the laws of the State of Nebraska on wages paid to individuals employed in the performance of this Contract, and shall submit to Sarpy County written clearance from the Commissioner of Labor of the State of Nebraska certifying that all payments due of contributions and interest which may have arisen under this Contract have been paid by the Contractor or his subcontractor, to the State of Nebraska Unemployment Compensation Fund. Payment of the final five percent (5%) of the total amount of the Contract shall be withheld until this provision have been complied with as required by Section 48-657 R.R.S. 1943, as amended.
11. The Contractor shall not, in performance of this Agreement, discriminate or permit discrimination against any person because of race, sex, age or political or religious options or affiliations in violation of federal or state laws or local ordinances and further the Contractor shall comply with Sarpy County ordinances pertaining to civil rights and human relations.
12. The Contractor shall procure a policy or policies of insurance which shall guarantee payment of compensation according to the Workmen's Compensation Laws of Nebraska for all workmen injured in the scope of employment; and further agrees to keep said policy or policies in full force by the Contractor throughout the term of this Contract. Certificates of insurance or copies of policies if required by any department of the County, shall be filed by the Contractor with Sarpy

County.

13. Except as may otherwise be required by applicable law payment of any balance due to the Contractor under this Contract shall be made by the County to the Contractor upon completion of the Contractor's work and obligations in accordance with the Contract, upon acceptance thereof by the County, and upon submission of certificate by the Contractor in accordance to above. No payment by the County shall in any way constitute any waiver of any rights of Sarpy County.
14. Pursuant to Neb. Rev. Stat. 23-3113, the Parties hereto declare and affirm that no officer, member, or other employee of the County, and no member of its governing body, and no other public official of the County who exercises any functions or responsibilities in the review or approval of the undertaking described in this Contract, or the performing of services pursuant to this Contract shall participate in any decision relating to this contract which effects his or her personal interest, or any corporation, partnership, or association in which he or she is directly or indirectly interested; nor shall any employee of the County, nor any member of its governing body, have any interest, direct or indirect, in this Contract or the proceeds thereof.
15. Neither County nor Contractor shall engage the services of any person or persons presently in the employ of the other for work covered by this Contract without the express written consent of the employer of such person or persons.
16. Each party declares, represents, warrants and acknowledges that it is not an agent for the other now, nor will it be in the future. Each party is an independent Contractor, and neither party is or will become the employee of the other as a result of the relationship created by this Contract.
17. It is understood and agreed by the parties hereto that is any part, term, condition or provision of this Contract is held to be illegal or in conflict with any law of this State or of the United States, the validity of the remaining parts, terms, conditions, or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular part, term, condition, or provisions held to be invalid.
18. This Contract and documents incorporated herein by reference contain the entire Contract between the Parties, and there are no other written or oral promises, agreement or warrants which may affect it.
19. The Contractor acknowledges that it is, and will, remain fully obligated under the provisions of this Contract, regardless of any delegation of duties or assignment or benefits hereunder. Contractor further acknowledges and promises that the provisions of this Contract shall be made binding on any Subcontractor(s) it may retain. Contractor shall require that all Subcontractors hold County harmless from any and all claims and causes of action resulting from actions or activities of Subcontractor. Contractor shall require that all Subcontractors comply with any and all applicable State and Federal laws and that Subcontractor(s) obtain any and all necessary permits or licenses necessary to conduct work under this Contract.
20. Contractor **may not** subcontract or assign any portion of Contract without prior written approval from the County.

21. Contractor expressly guarantees all work and materials as described herein.

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

County: Ms. Deb Houghtaling
Sarpy County Board Business Office
1210 Golden Gate Dr., Suite 1250
Papillion, NE 68046

Contractor: Edwin Jochim
666 Gruenther Rd.
Papillion, NE 68046

IN WITNESS WHEREOF, the parties hereto have caused these instruments to be executed, this as of this 3rd day of March, 2015.



(SEAL)

ATTEST: [Signature]

CLERK

County of Sarpy, Nebraska
A Body Politic and Corporate

CHAIRMAN: [Signature]

APPROVED AS TO FORM:

[Signature]
COUNTY ATTORNEY/DEPUTY

CONTRACTOR: Jochim Prescott Kovach

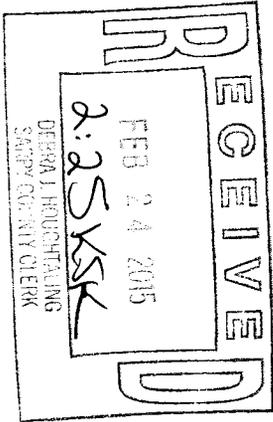
PRESIDENT: Elwin C Jochim

Joe Him PRECAST   
36th Street Culvert
Rehabilitation
Project C77 (14-11)

RECEIVED
FEB 24 2015
2:25 KSK
DEBRA J. HOUGHTALING
SPARBUCK COUNTY CLERK

Joe Hill Precast

Bill



36 W. Street Calvert
Rehabilitation
Project - C 77 (14-11)

Jochim Precast

CONTRACTOR: _____

Sarpy County, Nebraska

Bid Form

C-77 (14-11) 36th Street Culvert Rehabilitation, ¾ Mile South of Platteview Road

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

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

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

#	ITEM	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Clearing and Grubbing - General	LS	1	\$1250.00	\$1250.00
2	Mobilization	LS	1	\$1250.00	\$1250.00
3	Remove Asphalt Pavement	SY	245	\$8.00	\$1960.00
4	Embankment-Borrow	CY	1800	\$10.00	\$18,000.00
5	Provide Temporary Traffic Control	LS	1	\$2000.00	\$2000.00
6	Install Seeding - Type Channel Seed	AC	0.6	\$2000.00	\$1200.00
7	Install Cover Crop Seeding	AC	0.6	\$2000.00	\$1200.00
8	Temporary Erosion and Sediment Control	LS	1	\$1000.00	\$1000.00
9	Construct 6" Asphalt Base Course, Type SPR Coarse (PG 64-34)	SY	245	\$60.00	\$14700.00
10	Construct 3" Asphalt Surface Course, Type SPR (PG 64-34)	SY	245	\$30.00	\$7350.00
11	Remove 72" Culvert Pipe	LF	66	\$20.00	\$1320.00
12	63" RC Flared End Section (Concrete)	EA	1	\$1500.00	\$1500.00
13	Install Silt Fence	LF	100	\$3.00	\$300.00

EXCEPTIONS/CLARIFICATIONS/COMMENTS

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____
- 7. _____
- 8. _____
- 9. _____
- 10. _____

cover wear and tear occasioned by action of the elements; excepting insofar as such wear and tear discloses the use of improper materials or construction methods.

In testimony whereof, the said parties hereto have hereunto set their hands this ____ day of _____, 2015, and said Surety has caused these presents to be sealed with its Corporate Seal, and duly attested by the signature of its attorney-in-fact, and their authority is attached hereto and made a part thereof.

Witness

Principal

President

Witness

Surety

By:

Attorney-In-Fact

BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE

As principal, and _____

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

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

Dated this _____ day of _____, 2015

The conditions of this obligation are such that:

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

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

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

It is further expressly agreed and understand that this bond shall stand as maintenance surety for the period of two (2) years on faulty materials and workmanship only. Nothing herein shall be construed to

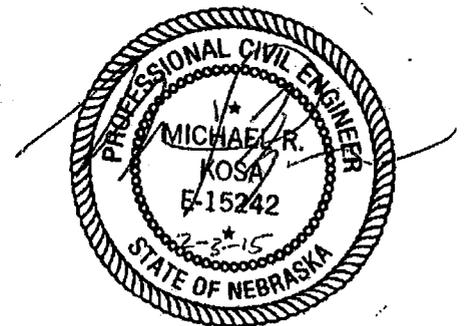
2. The Contractor shall periodically check for pipe deflection during pipe installation and again not less than 30 days following completion of the roadway embankment. The internal diameter of plastic pipe shall not be reduced by more than 5 percent of its design diameter. If the installation does not meet this requirement, the pipe shall be removed and replaced at no additional cost to the County. Optional devices for deflection testing include electronic deflectometers, calibrated television or video cameras, or properly sized "go, no-go" mandrel. Deflection measurements can be made directly with extension rulers or tape measures at 10 feet (3 m) increments in pipes that allow safe entry. To ensure accurate measurements, the pipe should be cleaned before testing.
3. Plastic pipe shall be installed by the Contractor in accordance with the plans, ASTM D 2321, and the manufacturer's recommendations.

e. **Pipe Stockpiling and Handling**

Pipe and fittings shall be stockpiled in a safe manner at each contractor staging area or pit location. The stockpiling shall be arranged to cause a minimum of interference to pedestrian and stored outside the safety clear zone of vehicular traffic. When handling pipe, the contractor shall take all precautions necessary to avoid damaging the pipe. For pipe with cuts greater than 10% of the wall thickness, repair or replacement will be at the expense of the contractor.

5. The following shall be added to the end of Section 702.04: "Upon acceptance of the installation work and testing, the contractor shall clean-up and restore the project area affected by operations as approved by the Engineer."
6. The following shall be added to the end of Section 702.05. "The Engineer shall be supplied with the truck tickets to show quantity of Reduced Density Flowable Fill used."
7. The following items shall be added to the list of items at the end of Section 702.05

<u>Description</u>	<u>Unit</u>
Construct 58" x 67.5" Oval HDPE Pipe	Linear Feet
Reduced Density Flowable Fill	Cubic Yards



2. A detailed plan on holding the liner pipe on the invert of the host pipe shall be submitted to the Engineer for approval.
3. The annular void shall be completely grout filled without deflecting the insertion pipe greater than 1.5 percent.
4. The contractor shall provide end seals at the open points of each run of pipe to be grouted.
5. Penetration of the host pipe shall be permitted to facilitate grouting of the annular void. Multiple fill pipes will be required.
6. The annular void shall be grouted solid by injecting grout from one end of the pipe run and allowing it to flow toward the other end. Venting of the annular void shall be performed to ensure uniform filling of the void space during the grouting process.
7. An open-ended, high-point tap or equivalent vent shall be provided and monitored at the bulkhead opposite to the point of grouting.
8. Pressure on the annular void shall not exceed 2 PSI to avoid damage to the liner pipe. Regardless of the pressure, the contractor shall be solely responsible for any damage or distortion to the insertion pipe due to the grouting process.
9. The grout shall be made using the preformed foam process using foam-generating equipment calibrated daily by the foam manufacturer to produce a precise and predictable volume of foam. The foam concentrate shall be certified by the Engineer to have specific liquid/foam expansion ratio at a constant dilution ratio with water.
10. The specific job mix shall be submitted to the Engineer by either the foam concentrate supplier or the certified /licensed contractor for approval prior to use on this project. The mix shall have a minimum 28 day compressive strength of 300 psi.
11. Grout mixed off-site shall be delivered to the jobsite in a truck mixer filled to half its capacity. The foam concentrate shall then be added to the cement mix in the truck and mixed to a uniform consistency and pumped into the annular space.
12. Contractor must have a written erosion control plan with a method for waste grout recovery.
13. Contractor will verify that post-construction conditions are acceptable after installation and ensure that proper seeding and general cleanup has been completed.

d. Pipe Installed Outside Of Host Pipe

1. The Contractor shall lay the pipe true to the lines and grades shown in the plans or as directed by the Engineer. Any pipe which is not true in alignment or to the established grade or which shows any settlement after laying shall be taken up and relaid by the Contractor at no additional cost to the County.

3. Replace the entirety of Section 702.02, Item A with the following:

General

HDPE pipe previously purchased by Sarpy County Public Works Department. Contractor shall be responsible for transporting pipe to the site from the Sarpy County Public Works Department Storage Yard located at South 84th Street and Hidden Valley Drive.

Pipe joints shall comply with ASTM D3212 Standard Specification for joint tightness. Extrusion welded joints shall not be allowed to join the liner pipe together to keep grout from leaking out during the grouting stage. Neoprene Cement shall not be allowed to create a seal at the joint to prevent grout from leaking out during the grouting stage.

Cleaning — The existing culvert pipe shall be cleaned by whatever means necessary to remove all obstructions which may be encountered that would prevent insertion of the pipe liner into the host pipe as approved by the Engineer. This work will not be paid for directly, but shall be considered subsidiary to this item.

4. Add the following to Section 702.03 as item B.6. **High Density Polyethylene Pipe Liner(HDPE)**

a. Installation

1. Contractor must be pre-approved by the pipe manufacturer and a letter of this pre-approval must be submitted from the manufacturer to the contractor at the time of bid.
2. Contractor personnel shall have a minimum of 2,000' of slipline material installation experience and submit in writing two previous slipline project references that are similar or larger in size and scope of bid.
3. Manufacturer's Rep must be on site at critical stages of the liner installation and grouting application. Contractor shall contact Manufacturer's Representative fourteen (14) days prior to scheduled installation (Russ Wosk 303-501-2133 or Mac Horn 502-318-6632).

b. Liner Pipe

Liner pipe shall be inserted and installed in accordance with manufacturer's recommendations. Grade of liner pipe shall be maintained parallel to grade of host pipe.

c. Grouting

1. Upon completion or partial completion of the sliplining process, grouting will be required to be placed in the annular void between the insertion pipe and the host pipe. Reduced- density flowable fill grout with a density between 80 and 120 lbs. per cubic foot may be used.

Technical Specifications

All specifications from "Standard Specifications for Public Works Construction, 2014" published by the City of Omaha shall apply to this project. Any reference to the "City" shall be replaced by "County" and any reference to the "City of Omaha" shall be replaced by "Sarpy County." Revisions or additions to the City of Omaha Standard Specifications shall be as follows:

Revisions to Section 102 – Clearing and Grubbing

1. The following shall be added to the end of Section 102.01, Item A Paragraph 2: "All existing riprap and debris within the limits of construction shall be removed from the channel bed/bank. Any existing riprap or debris shall not be utilized as riprap in the project but may be used as embankment if meeting material requirements and if placed in an upland location."

Revisions to Section 400 - Flexible Pavements

1. The following shall be added to the end of Section 400.03, Item B.2: "The tack coat shall be applied at a temperature between 75 degrees and 130 degrees. Tack coat shall not be applied when the surrounding air temperature is less than 50 degrees Fahrenheit. The rate of application of the 30 percent residual asphalt shall be adequate to bond the new bituminous layer to the existing surface. The asphalt shall be applied at 0.15 gallons per square yard."
2. The following shall be added to the end of the fourth paragraph of Section 400.03, Item B.1: "Cleaning shall include but is not limited to the cleaning and brooming of the surface prior to applying tack coat."

Revisions to Section 702 – Storm Sewer Pipe, Culverts, Manholes, and Inlets

1. Replace "furnishing" with "hauling" in Section 702.01. Pipe will need to be hauled to the site from the County storage facility, but the pipe has been previously procured by Sarpy County.
2. Add the following to the end of Section 702.01:

This Item shall govern for furnishing, installing, grouting and providing all labor, material and equipment necessary to rehabilitate existing culvert pipe by sliplining an existing culvert pipe with high density polyethylene (HDPE) pipe. The pipes shall be sizes, types, designs and dimensions shown on the plans and shall include all connections, joints and other appurtenances as required to complete the work. The sliplining process will require the contractor to completely grout the annular void between the host and insert pipe.

Contractor shall review the publication "Snap-Tite Design Guide, Version 4.0" prior to beginning pipe installation. It is recommended that the Contractor closely review "Chapter 5, Ease of Installation" and "Chapter 7, Annular Space Grouting." Design Guide is available at "http://www.culvert-rehab.com/pdfs/2013_manual.pdf"

Regional Condition 7.

The corps received a diversion detail to show how water would be diverted during construction when dry conditions were needed. All diversion figures sent to the Corps are attached to this document. Contractor is not required to divert water or to use this detail. However, any revisions, alterations, or different methods that the Contractor proposes to divert or impound water will need to be approved by the Corps as stated in the permit.

17. Drawing Set

See the attached drawing set for additional project information.

12. Cleaning

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

13. Maintenance of Traffic/Barricading

All signing, pavement marking, barricading and traffic control devices shall conform to the State of Nebraska Supplement to the Manual on Uniform Traffic Control Devices, 2011 and the Manual on Uniform Traffic Control Devices, current edition.

Roadways shall remain open to traffic as practicable, but 36th Street may be closed during major grading operations. The Contractor shall submit a Traffic Control Plan for any lane or road closures to the Engineer three (3) days prior to any lane closures. See general notes on the plans for additional information.

All pavement markings removed during paving operations shall be replaced within 24 hours of asphalt placement and roadway opening. Pavement marking layout shall be consistent with existing markings.

14. Damage to Private Property:

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

15. Utilities

Contractor is responsible for field locating all utilities within the project limits prior to beginning excavation operations. Of note, there is an existing gas line running above the existing culvert and a large water main near the upstream end of the existing culvert. The contractor shall locate and avoid disturbing both of these utilities. Contractor shall use extreme caution when working near the large water main.

16. Army Corps of Engineers (Corps) Permit Verification

The Engineer has applied for a Corps permit verification under Nationwide Permit 3ab. The Corps authorized the work required to complete this project per Permit Number NWO-2014-02380. Attached to this document is correspondence from the Corps that identifies all project requirements. Contractor shall comply with all items described in the permit and shall notify the Engineer if Contractor requests changes that would require additional correspondence with the Corps.

No borrow pit for embankment material has been identified currently. The Contractor shall select a borrow pit site and notifying the Corps per the Project Permit Verification Letter,

completion of this Contract shall not be extended except upon written application, by the Contractor, requesting such extensions and explaining fully the necessity for such extension. Such extension will be considered only because of strikes, unavailability of properly ordered materials, or other causes beyond the Contractor's control.

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

7. 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.

8. 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. Contractor must list any exceptions to the bid specifications on the exceptions/clarifications/comments page provided.

9. Company Information:

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

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

10. References:

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

11. Equipment/Safety

The Contractor shall be responsible for providing and for all equipment required to protect its employees, the public, surrounding areas, equipment and vehicles including but not limited to the placement of barricades, tarps, plastic flag tape and other safety/traffic control. The cost of such equipment is considered incidental to the project and will not be paid for as a separate bid item.



SPECIAL PROVISIONS

1. Description of Work

The work contemplated in the Proposal consists of clearing and grubbing, removal of the existing culvert, grading, culvert installation (both slip lining and new culvert installation), backfill, riprap and geotextile installation, and asphalt surfacing as shown on individual plans, and erosion control, traffic control and reinstallation of pavement markings per existing conditions.

2. County Board

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

3. Retained Percentage

Sarpy County shall retain five percent (5%) of estimated amounts earned for partial payments. Upon final payment of the project, all retained monies shall be paid in full.

4. Special Provisions

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

5. Period of Performance and Calendar Days

Sarpy County and the Contractor shall agree on an expected start date, likely to be no earlier than March 15, 2015. The estimated contract period of performance is four (4) weeks.

Calendar days shall refer to all days when the temperature is above forty (40) degrees and rising and which are suitable for the construction of this project, except Sundays and Holidays. Calendar days will only be tabulated in the event substantial completion is not met by May 15, 2015.

6. Liquidated Damages

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

Therefore the Contractor shall reimburse the County at the rate of **\$1000 per day** for each calendar day beyond May 15, 2015 required to complete the work. The time allowed for

improper methods/materials); and for all repairs or reconstruction which may, from any imperfection in the said work or materials become necessary within the terms of this guarantee. To the extent Contractor was originally responsible for the work or materials (including Supervision) under the Contract documents, the Contractor further agrees to correct and repair promptly during that time all failures of any description and all settlements and shall deliver work/materials in all respects in good condition and repair.

b. Failure to Make Repairs:

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

c. Expiration of Guarantee Period:

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

d. Compliance with Laws:

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

e. Onsite Storage:

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

against Sarpy County, its officers, employees, agents, for or sustained by any party or parties as a result of any act, error, omission or negligence of said Contractor or its servants, agents, and subcontractors; and also from all claims of damage in fulfilling this Contract.

16. Residency Verification

The Contractor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Contractor 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 Contractor is an individual or sole proprietorship, the following applies:

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

17. Insurance

The Contractor shall comply with the indemnification and save harmless provisions of the Contract.

18. Guarantee

a. Terms:

The Contractor hereby expressly guarantees the work and materials described herein for the full period of **two (2) years** from the date of approval and acceptance by the County, and said Contractor binds itself and heirs and assigns for the entire expense of maintaining same in good condition (except normal wear and tear not occasioned by

payment to the successful Contractor within thirty (30) days after receipt of invoice and satisfactory services in accordance with the Contract and Special Provisions.

9. Supplemental Terms and Conditions/Modifications

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

10. Termination

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

11. Breach

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

12. Assignment

The Contractor may not assign this agreement without the prior written consent of the County.

13. Subcontracting

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

14. Independent Contractor

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

15. Indemnity

The Contractor 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

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 Contractor 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 secrets, or confidential commercial or financial information, the Contractor 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.

5. Addenda

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

6. Non-Discrimination Clause

Pursuant to Neb. Rev. Stat. §73-102 (Reissue 1996), Contractor 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 Contractor shall submit an itemized invoice for payment. Sarpy County will make

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

3. Information, Discussion, and Disclosures

- a. Any information provided by Sarpy County to any Contractor prior to the release of this Request for Proposal (RFP), verbally or in writing, is considered preliminary and is not binding on Sarpy County.
- a. The Contractor 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 Contractor.
- 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 68048 or bgarber@sarpy.com. **Requests must be received by 12:00 p.m., February 19, 2015 in order for Sarpy County to have time to issue an addendum. Requests received after the deadline may not be considered.** In case Sarpy County finds it expedient to supplement, modify, or interpret any portion of the bidding documents prior to the proposed bid date, such procedure will be accomplished by the issuance of written addenda to the RFP which will be mailed or delivered to all prospective Contractors at the respective addresses furnished for such purpose.

4. Confidentiality of Documents

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

Contractors are hereby notified that Sarpy County strictly adheres to all statutes, court decisions,

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 and personnel from the Sarpy County Public Works Department. 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 Contractor to perform.
 - d. The character, integrity, reputation, judgment, experience, and efficiency of the Contractor.
 - e. The quality of previous performance.
 - f. Whether the Contractor 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 perform as bid. The selected Contractor's security will be retained until satisfactory delivery of performance bond and all Contract documents are signed and received. All other Contractor's security will be retained for

General Information

Notice to Contractors

Sarpy County is seeking proposals for 36th Street Culvert Rehabilitation ¼ Mile South of Platteview Road for the Sarpy County Public Works Department. The successful Contractor will enter into a Contract (see attached Exhibit "A") for the specified services.

Sealed bids will be received Monday through Friday 8:00 a.m. to 4:45 p.m. except holidays, until 3:00 p.m. Tuesday, February 24, 2015. Bids shall be in a sealed envelope, clearly marked "Sealed Bid – 36th Street Culvert Rehabilitation, Project C-77 (14-11)" and shall have the names of the Contractor and the time and date of the bid opening. **Do not fax bids, only sealed bids will be accepted.**

Bidders may obtain bidding documents at the Sarpy County Purchasing Department by emailing Beth Garber at bgarber@sarpy.com.

Contractors 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, Suite 1250
Papillion, NE 68046

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

Bid opening will be a public opening to be held during the Sarpy County Board of Commissioners Meeting in the Sarpy County Board Room at 1210 Golden Gate Drive, Papillion, NE. The bid opening will be at 3:00 p.m., Tuesday, February 24, 2015.

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 Contractors for proposal preparation, printing, or demonstration. All such costs shall be the responsibility of the Contractor.

The bids shall include all charges and applicable taxes, F.O.B., 36th Street ¼ miles south of Platteview Road, Sarpy County, Nebraska. The Contractor need not include sales tax in the bid. Sarpy County will, upon request, furnish the successful Contractor with a completed State of Nebraska Tax Exempt Form 13 upon acceptance of the successful Contractor's proposal.

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

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F:\PROJECT\F\C-77 (14-11) 36th Street Culvert Rehabilitation 0.75
Miles South of Platteview Road\400 Design\420
Specifications\Specifications_14-11.docx

SPECIFICATIONS
36th Street Culvert Rehabilitation,
¾ Mile South of Platteview Road
Project C-77 (14-11)

For the

Public Works Department
SARPY COUNTY, NEBRASKA

PROPOSALS DUE:
3:00 p.m. Tuesday, February 24, 2015

14	58" X 67.5" Oval HDPE Pipe (Install Only, County Provides Pipe)	LF	178	\$ 100.00	\$ 17 800.00
15	Reduced Density Flowable Fill	CY	44	\$ 200.00	\$ 8 800.00
16	Construct Type C Rip-Rap	TON	167	\$ 50.00	\$ 8 350.00
17	Install Geotextile Fabric	SY	213	\$ 5.00	\$ 1 065.00
18	Granular Fill Material	CY	152	\$ 25.00	\$ 3 800.00
19	Install Permanent Pavement Marking - 5" White	LF	200	\$ 10.00	\$ 2 000.00
20	Install Permanent Pavement Marking - 5" Yellow	LF	100	\$ 10.00	\$ 1 000.00
21	Saw Cut - Full Depth	LF	44	\$ 10.00	\$ 440.00
22	Subgrade Preparation	SY	311	\$ 5.00	\$ 1 550.00
23	Remove and Reinstall Fence	LF	600	\$ 5.00	\$ 3 000.00
TOTAL BID					\$

*Prices are to be F.O.B. - Sarpy County, Nebraska

\$100,835.00

CONTRACTOR START DATE:

*May 1 to 10, 2015
Weather Permitting*

If notified of acceptance of this proposal and Contract award within sixty (60) days after date stated for receipt of bids, the undersigned agrees to execute a Contract, provide insurance certificates and performance bonds for the above named work and the above stated consideration in the form required within ten (10) days of such proposal acceptance notification; to commence the work within five (5) days of the Contractor's Notice to Proceed. **Substantial Completion must be on or before Monday, June 15, 2015 to avoid accrual of liquidated damages. Final Completion shall be complete within thirty (30) calendar days of Substantial Completion.**

Total base bid shall be the basis for establishing the amount of the Performance Bond in this Contract. The Total Base Bid is based on the quantities shown in the Proposal Form and on the dimensions shown in the Plans where specific quantities are not itemized, and is subject to additions or reductions according to the actual construction quantities as determined by the Engineer. Any such change orders shall be made by and become a part of the Engineers Certified Progress Statement(s) of work in progress as well as final completed construction (Project Completion Report(s)).

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F:\PROJECT\F\C-77 (14-11) 36th Street Culvert Rehabilitation 0.75 Miles South of Platteview Road\400 Design\420 Specifications\Specifications_14-11.docx

The undersigned has carefully checked the bid blank quantities against the Plans and Specifications before preparing this Proposal and accepts the said quantities and amounts, as correctly listing the complete work to be done in accordance with the Plans and Specifications.

The County Board reserves the right to waive informalities and irregularities and to award bids which furnish the material and construction that, in their opinion, will serve in the best interest of the County or to reject any/or all bids.

The undersigned also agrees that the time of commencement, rate of progress and time of completion of the work of the Contract are ESSENTIAL CONDITIONS of the Contract and that the Owner may retain a sum of one thousand dollars (\$1000.00) per calendar day from the sum due under the Contract for each calendar day that the Contract remains uncompleted after Monday, May 15, 2015.

Company Information:

Years in business: 30 years
of employees 5 To 7
Total sales last 3 years _____

References:

Company Name: Thompson Dornier + Dreesen
Address: 10836 old mill Road
Contact Name: Doug Dreesen Phone Number: 402-330-8860
Fax Number: _____ Date of Purchase: _____

Company Name: Feed A Consulting Group
Address: 330 north 117 street
Contact Name: Randy Deiser Phone Number: 402-895-4100
Fax Number: _____ Date of Purchase: _____

Company Name: Lamp Pearson + assoc.
Address: 14710 Dodge St
Contact Name: Brett Weaver Phone Number: 402-896-2498
Fax Number: _____ Date of Purchase: _____

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.

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

Addendum #1 yes, February 23 2015
Addendum #2 _____

JOCHIM PRECAST EDWIN C JOCHIM
Company Name Company Representative (Please print)

Edwin C Jochim 402-510-0854
Authorized Signature Telephone Number

666 Gruenther RD 402 339-9113
Address Fax Number

Opelloon Nebraska NONE
City, State & Zip E-Mail Address
68046

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

**EXHIBIT A
CONTRACT AGREEMENT**

THIS CONTRACT is made and entered into in DUPLICATE by and between Sarpy County, Nebraska hereinafter called County, and _____ hereinafter called Contractor.

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

1. **The Contractor does hereby agree to undertake and construct Sarpy County Project C-77 (14-11), 36th Street Culvert Rehabilitation, ¾ Mile South of Platteview Road.**

Also referred to hereinafter as work, in accordance with terms and provisions hereof and subject to the quality provisions in the accepted Proposal of Contractor for the sum of \$ _____ (written) under penalty of Performance, Payment and Guarantee Bond.

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

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

7. The Contractor shall indemnify and save harmless Sarpy County, its officers, employees, agents and representatives from all claims, suits or actions of every kind and character made upon or brought against the said Sarpy County, its officers, employees, agents and representatives for on or account of any injuries or damages received or sustained by any party or parties by or from the acts or omissions of the said Contractor or its servants, agents, representatives and subcontractors, in doing the work herein contracted for or by or in consequence of any negligence in guarding the same or any improper material used in its construction or by or on account of any act or omission of said Contractor or its servants, agents, representatives and subcontractor or its servants, agents, representatives and subcontractors arising out of any manner connected with the performance of this Contract, and also from all claims or damage for infringement of any patent in fulfilling this Contract.
8. The Contractor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Contractor 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 Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor 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 Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful

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

9. Insurance Requirements

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

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

a. Worker's Compensation and Employers Liability Insurance

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

b. Commercial General Liability Insurance

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

The minimum acceptable limits of liability shall be \$1,000,000 each occurrence. If the coverage contains a general aggregate, such limit shall not be less than \$2,000,000. The products/completed operations limit shall not be less than \$2,000,000. The County shall be named as an additional insured on the insurance coverage required under this section.

c. Automobile Liability Insurance

Coverage shall be against claims for damages resulting from bodily injury, including death and property damage, which may arise from the operations of any owned, hired or non-owned automobile. The minimum acceptable limit of liability shall be \$1,000,000 Combined Single Limit for each accident. The County is to be named as an additional insured on the insurance coverage required under this section.

d. Certificate of Insurance

The Contractor shall furnish the County with a certificate(s) of insurance evidencing the

coverage required in this section. If the certificate(s) is shown to expire prior to completion of all the terms of this Agreement, the Contractor shall furnish a certificate(s) of insurance evidencing renewal of its coverage to the County. The County is to be included as an additional insured on the insurance coverage required under this section.

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

e. Property Insurance

During the term of the Contract all responsibility for maintenance of property insurance on the work remains solely with the Contractor, who shall, as a minimum requirement, obtain a builder's "all risk" or equivalent policy form with sufficient limits to cover the total value of the Project, including all the cost of the material, equipment and/or machinery involved under this Contract. This property insurance shall cover portions of the work and materials stored off-site, on-site and in transit.

f. Insurance Company

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

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

10. The Contractor shall pay to the Unemployment Compensation Fund of the State of Nebraska unemployment contributions and interest due under the laws of the State of Nebraska on wages paid to individuals employed in the performance of this Contract, and shall submit to Sarpy County written clearance from the Commissioner of Labor of the State of Nebraska certifying that all payments due of contributions and interest which may have arisen under this Contract have been paid by the Contractor or his subcontractor, to the State of Nebraska Unemployment Compensation Fund. Payment of the final five percent (5%) of the total amount of the Contract shall be withheld until this provision have been complied with as required by Section 48-657 R.R.S. 1943, as amended.

11. The Contractor shall not, in performance of this Agreement, discriminate or permit discrimination against any person because of race, sex, age or political or religious opinions or affiliations in violation of federal or state laws or local ordinances and further the Contractor shall comply with Sarpy County ordinances pertaining to civil rights and human relations.
12. The Contractor shall procure a policy or policies of insurance which shall guarantee payment of compensation according to the Workmen's Compensation Laws of Nebraska for all workmen injured in the scope of employment; and further agrees to keep said policy or policies in full force by the Contractor throughout the term of this Contract. Certificates of insurance or copies of policies if required by any department of the County, shall be filed by the Contractor with Sarpy County.
13. Except as may otherwise be required by applicable law payment of any balance due to the Contractor under this Contract shall be made by the County to the Contractor upon completion of the Contractor's work and obligations in accordance with the Contract, upon acceptance thereof by the County, and upon submission of certificate by the Contractor in accordance to above. No payment by the County shall in any way constitute any waiver of any rights of Sarpy County.
14. Pursuant to Neb. Rev. Stat. 23-3113, the Parties hereto declare and affirm that no officer, member, or other employee of the County, and no member of its governing body, and no other public official of the County who exercises any functions or responsibilities in the review or approval of the undertaking described in this Contract, or the performing of services pursuant to this Contract shall participate in any decision relating to this contract which effects his or her personal interest, or any corporation, partnership, or association in which he or she is directly or indirectly interested; nor shall any employee of the County, nor any member of its governing body, have any interest, direct or indirect, in this Contract or the proceeds thereof.
15. Neither County nor Contractor shall engage the services of any person or persons presently in the employ of the other for work covered by this Contract without the express written consent of the employer of such person or persons.
16. Each party declares, represents, warrants and acknowledges that it is not an agent for the other now, nor will it be in the future. Each party is an independent Contractor, and neither party is or will become the employee of the other as a result of the relationship created by this Contract.
17. It is understood and agreed by the parties hereto that if any part, term, condition or provision of this Contract is held to be illegal or in conflict with any law of this State or of the United States, the validity of the remaining parts, terms, conditions, or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular part, term, condition, or provisions held to be invalid.
18. This Contract and documents incorporated herein by reference contain the entire Contract between the Parties, and there are no other written or oral promises, agreement or warrants

which may affect it.

- 19. The Contractor acknowledges that it is, and will, remain fully obligated under the provisions of this Contract, regardless of any delegation of duties or assignment or benefits hereunder. Contractor further acknowledges and promises that the provisions of this Contract shall be made binding on any Subcontractor(s) it may retain. Contractor shall require that all Subcontractors hold County harmless from any and all claims and causes of action resulting from actions or activities of Subcontractor. Contractor shall require that all Subcontractors comply with any and all applicable State and Federal laws and that Subcontractor(s) obtain any and all necessary permits or licenses necessary to conduct work under this Contract.
- 20. Contractor **may not** subcontract or assign any portion of Contract without prior written approval from the County.
- 21. Contractor expressly guarantees all work and materials as described herein.

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

County: Ms. Deb Houghtaling
 Sarpy County Board Business Office
 1210 Golden Gate Dr., Suite 1250
 Papillion, NE 68046

Contractor: _____

IN WITNESS WHEREOF, the parties hereto have caused these instruments to be executed in THREE original counterparts, this as of this ___ day of _____, 2015.

(SEAL)

County of Sarpy, Nebraska
 A Body Politic and Corporate

CHAIRMAN: _____

ATTEST: _____

CLERK: _____

APPROVED AS TO FORM:

COUNTY ATTORNEY/DEPUTY

CONTRACTOR: _____

ATTEST:

SECRETARY/WITNESS

PRESIDENT: _____



DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, OMAHA DISTRICT
NEBRASKA REGULATORY OFFICE
8901 SOUTH 154TH STREET, SUITE 1
OMAHA, NEBRASKA 68138-3635

<http://www.nwo.usace.army.mil/missions/regulatoryprogram/nebraska.aspx>

December 16, 2014

DEPARTMENT OF THE ARMY NATIONWIDE PERMIT VERIFICATION

Permittee:

Mr. Pat Dowse
Sarpy County Public Works
15100 South 84th Street
Papillion, Nebraska 68046

Permit No: NWO-2014-02380

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the U.S. Army Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions of Department of the Army (DA) Nationwide Permit No. **3ab** found in the February 21, 2012 Federal Register (77 FR 10184), Reissuance of Nationwide Permits. You must comply with all special, regional and general conditions attached herein.

Project Waterway and Location:

Tributary to Platte River
NE1/4 of SE1/4 in Section 20, Township 13 North, Range 13 East
41.4079931°, -95.966455°, WGS84
Sarpy County, Nebraska

Project Name: 36th & Platteview Road Culvert Project No. C-77(14-11), #00120347.00

Date of Receipt: October 20, 2014 and supplemental information received November 11, 2014 and December 2, 2014.

Project Description:

The Platteview Road culvert replacement project consists of the removal of an existing 72-inch diameter by 145-foot long CMP culvert will be replaced with a 72-inch diameter by 185-foot long broken back CMP culvert replacement and pipe extension. An additional 85 feet of culvert pipe will be slip lined and grouted within the upstream segment of the existing culvert. At the new culvert outfall, a 30-foot wide by 50-foot long type B and C quarried rock riprap energy dissipation basin will be constructed within a tributary to the Platte River. The work will be carried out in accordance with your information provided in the design plans and permit application received October 20, 2014, supplemental information received November 11, 2014, and December 2, 2014. The project will result in the discharge of permanent fill material into waters of the U.S. (WOUS), totaling 90 feet (0.01 acre) of channel and 0.06 acre of riverine channel PEMA wetland.

A temporary 4-inch diameter by 25 feet long corrugated plastic culvert pipe will temporarily divert intermittent channel low flows. A single upstream channel plug will be armored with anchored erosion control material, sand bags, or Type B quarried rock riprap. The structure will be 3-foot high with 2:1 side slopes, 2-foot wide top by 14-foot wide at the base, and with a 14-foot wide by 5-foot long footprint.

placed in WOUS. The temporary impacts to WOUS are 19 feet (0.001 acre) of channel and 0.002 acre of riverine channel PEMA wetland. No temporary crossings are proposed.

Special Conditions:

1. The permittee shall notify the Nebraska Regulatory Office of any design changes to the proposed project. Notification must be received in our office for review a minimum of 14 days prior to construction.
2. Concurrent with construction, silt curtains or other sediment control measures will be employed to reduce soil erosion and sedimentation into waters of the U.S. (WOUS). The amount of sediment entering WOUS and leaving the site shall be reduced to the maximum extent practicable. If the permittee fails to institute all appropriate measures, the U.S. Army Corps of Engineers (Corps) reserves the option to halt all earthmoving operations until the erosion/sedimentation problems are corrected.
3. Any temporary fill (e.g. bridge debris, construction debris, etc.) discharged below the ordinary high water mark shall be removed on a daily basis. All debris shall be disposed of upland in such a manner that it cannot enter any wetlands or WOUS.
4. All existing riprap and debris will be removed from the channel bed/bank and disposed of in an upland location. Any existing riprap or debris will not be reutilized in the project.
5. The placed riprap must be covered, from the top down to the annual ordinary high water line, with a minimum of 6 inches of soil compacted into the voids of the riprap and immediately seeded with either annual rye grass, oats and/or wheat (nurse crop) plus a mixture of native grass species.
6. Upon completion of the project, clearly labeled color photos of permitted impacts to wetlands and waters of the U.S. (bridges, culverts, temporary crossings, riprap, covering and seeding, erosion control, etc.) must be submitted to the Nebraska Regulatory Office for inspection.

Regional Conditions:

1. All areas adjacent (contiguous, bordering, neighboring) to jurisdictional waters disturbed by construction shall be revegetated with appropriate perennial, native grasses and forbs and maintained in this condition. *Phalaris arundinacea* (Reed Canary Grass), *Lythrum salicaria* (Purple Loosestrife), *Bromus inermis* (Smooth Brome), *Phragmites, sp.* (Common Reed, River Reed) and *Tamarix, sp.* (Salt Cedar), are *NOT* appropriate choices of vegetation. A cover crop may be planted to aid in the establishment of native vegetation. The disturbed areas shall be reseeded concurrent with the project or immediately upon completion. Revegetation shall be acceptable when ground cover of desirable species reaches 75%. If this seeding cannot be accomplished by September 15 the year of project completion, then an erosion blanket shall be placed on the disturbed areas. The erosion blanket shall remain in place until ground cover of desirable species reaches 75%. If the seeding can be accomplished by September 15, all seeded areas shall be properly mulched to prevent additional erosion.
2. When the vegetation has become established, all temporary erosion control materials shall be removed from the project site. Biodegradable or photodegradable materials need not be removed.
3. The use of dredged material in the construction of temporary structures or used for temporary work or used as temporary fill shall not be allowed. The term "dredged material" means material that is excavated or dredged from WOUS. All temporary fill material shall be obtained from an upland source.
4. Plans for the temporary structure/work/fill shall be submitted to and approved by the Nebraska Regulatory Office prior to the commencement of construction.

5. At the completion of the construction activity, all temporary fill material shall be removed in its entirety from the WOUS to an upland area and the affected area shall be restored to its pre-construction condition.
6. The Nebraska Regulatory Office shall be notified with documentation (i.e. photos) when the site has been restored to its pre-project condition.
7. The permittee is responsible for ensuring that the Corps is notified of the location of any borrow site that will be used in conjunction with the construction of the authorized activity so that the Corps may evaluate the site for potential impacts to aquatic resources, historic properties, and endangered species. For projects where there is another lead federal agency, the permittee shall provide the Corps documentation indicating that the lead federal agency has complied with the National Historic Preservation Act and Endangered Species Act for the borrow site. The permittee shall not initiate work at the borrow site in conjunction with the authorized activity until approval is received from the Corps.

General Conditions:

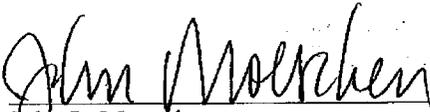
See attached NWP # 3 Fact Sheet.

Further Information:

1. We have prepared a preliminary jurisdictional determination (JD) for the site which is a written indication that waterways within your project area may be a WOUS. Such waters have been treated as jurisdictional WOUS for purposes of computation of impacts and compensatory mitigation requirements. If you concur with the findings of the enclosed preliminary JD, please sign it and return it to the above address within two weeks.
2. If you believe the preliminary JD is inaccurate, you may request this office complete an approved JD prior to your commencement of any work in a WOUS. An approved JD is an official determination regarding the presence or absence of WOUS. Completion of an approved JD may require coordination with the U.S. Environmental Protection Agency.
3. Upon completion of the authorized work and any required mitigation, please sign and return the attached Compliance Certification form to the address listed.
4. This verification will be valid until **March 18, 2017**.
5. Although an individual DA permit will not be required for the project, this does not eliminate the requirement that you obtain any other applicable federal, state, tribal or local permits as required. Please note that deviations from the original plans and specifications of your project could require additional authorization from this office.
6. You are responsible for all work accomplished in accordance with the terms and conditions of the Nationwide Permit. If a contractor or other authorized representative will be accomplishing the work authorized by the Nationwide Permit in your behalf, it is strongly recommended that they be provided a copy of this letter and the attached conditions so that they are aware of the limitations of the applicable Nationwide Permit. Any activity that fails to comply with all of the terms and conditions of the Nationwide Permit will be considered unauthorized and subject to appropriate enforcement action.
7. The Omaha District, Regulatory Branch is committed to providing quality and timely service to our customers. In an effort to improve customer service, please take a moment to complete our Customer Service Survey found on our website at http://corpsmapu.usace.army.mil/cm_apex/f?p=regulatory_survey. If you do not have internet access, you may call and request a paper copy of the survey that you can complete and return to us by mail or fax.

8. If you have any questions concerning this verification or JD, please feel free to contact Mr. John Snowdon at the above address or call (402) 896-0896 and refer to file number **NWO-2014-02421**.

Signed



John L. Moeschen
Nebraska State Program Manager

Enclosure

cc:

NDEQ (Garber)
Benesch (Miller)

COMPLIANCE CERTIFICATION
NEBRASKA REGULATORY OFFICE

Permit Number: 2014-02380-WEH
County: Sarpy
Name of Permittee: Sarpy County Public Works
Pat Dowse
Date of Issuance: December 16, 2014
Project Manager: John Snowdon

Upon completion of the activity authorized by this permit (and any required mitigation), sign this certification and return it to the following address:

U.S. Army Corps of Engineers
Nebraska Regulatory Office
8901 South 154th Street, Suite 1
Omaha, NE 68138-3635

Please note that the permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with permit conditions the permit may be subject to suspension, modification or revocation.

CERTIFICATION:

I hereby certify that the work authorized by the above referenced permit has been completed in accordance with the terms and conditions of said permit, and required mitigation (if any) was completed in accordance with permit conditions.

Signature of Permittee

Date

Nationwide Permit 3

Maintenance

(a) The repair, rehabilitation, or replacement of any previously authorized, currently serviceable structure, or fill, or of any currently serviceable structure or fill authorized by 33 CFR 330.3, provided that the structure or fill is not to be put to uses differing from those uses specified or contemplated for it in the original permit or the most recently authorized modification. Minor deviations in the structure's configuration or filled area, including those due to changes in materials, construction techniques, requirements of other regulatory agencies, or current construction codes or safety standards that are necessary to make the repair, rehabilitation, or replacement are authorized. Any stream channel modification is limited to the minimum necessary for the repair, rehabilitation, or replacement of the structure or fill; such modifications, including the removal of material from the stream channel, must be immediately adjacent to the project or within the boundaries of the structure or fill. This NWP also authorizes the repair, rehabilitation, or replacement of those structures or fills destroyed or damaged by storms, floods, fire or other discrete events, provided the repair, rehabilitation, or replacement is commenced, or is under contract to commence, within two years of the date of their destruction or damage. In cases of catastrophic events, such as hurricanes or tornadoes, this two-year limit may be waived by the district engineer, provided the permittee can demonstrate funding, contract, or other similar delays.

(b) This NWP also authorizes the removal of accumulated sediments and debris in the vicinity of existing structures (e.g., bridges, culverted road crossings, water intake structures, etc.) and/or the placement of new or additional riprap to protect the structure. The removal of sediment is limited to the minimum necessary to restore the waterway in the vicinity of the structure to the approximate dimensions that existed when the structure was built, but cannot extend farther than 200 feet in any direction from the structure. This 200 foot limit does not apply to maintenance dredging to remove accumulated sediments blocking or restricting outfall and intake structures or to maintenance dredging to remove accumulated sediments from canals associated with outfall and intake structures. All dredged or excavated materials must be deposited and retained in an area that has no waters of the United States unless otherwise specifically approved by the district engineer under separate authorization. The placement of new or additional riprap must be the minimum necessary to protect the structure or to ensure the safety of the structure. Any bank stabilization measures not directly associated with the structure will require a separate authorization from the district engineer.

(c) This NWP also authorizes temporary structures, fills, and work necessary to conduct the maintenance activity. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. Temporary fills must be removed in

their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.

(d) This NWP does not authorize maintenance dredging for the primary purpose of navigation. This NWP does not authorize beach restoration. This NWP does not authorize new stream channelization or stream relocation projects.

(Sections 10 and 404)

Note: This NWP authorizes the repair, rehabilitation, or replacement of any previously authorized structure or fill that does not qualify for the Clean Water Act Section 404(f) exemption for maintenance.

Nationwide Permit General Conditions

Note: To qualify for NWP authorization, the prospective permittee must comply with the following general conditions, as applicable, in addition to any regional or case-specific conditions imposed by the division engineer or district engineer.

1. Navigation. (a) No activity may cause more than a minimal adverse effect on navigation.

(b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.

(c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

2. Aquatic Life Movements. No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species.

3. Spawning Areas. Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

4. **Migratory Bird Breeding Areas.** Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

5. **Shellfish Beds.** No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWP 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.

6. **Suitable Material.** No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see Section 307 of the Clean Water Act).

7. **Water Supply Intakes.** No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

8. **Adverse Effects From Impoundments.** If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

9. **Management of Water Flows.** To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization and storm water management activities, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

10. **Fills Within 100-Year Floodplains.** The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

11. **Equipment.** Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

12. **Soil Erosion and Sediment Controls.** Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow.

13. **Removal of Temporary Fills.** Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

14. Proper Maintenance. Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.

15. Single and Complete Project. The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

16. Wild and Scenic Rivers. No activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status. Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service).

17. Tribal Rights. No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.

18. Endangered Species. (a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify the critical habitat of such species. No activity is authorized under any NWP which "may affect" a listed species or critical habitat, unless Section 7 consultation addressing the effects of the proposed activity has been completed.

(b) Federal agencies should follow their own procedures for complying with the requirements of the ESA. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will review the documentation and determine whether it is sufficient to address ESA compliance for the NWP activity, or whether additional ESA consultation is necessary.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the project, or if the project is located in designated critical habitat, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species or designated critical habitat, the pre-construction notification must include the name(s) of the endangered or threatened species that might be affected by the proposed work or that utilize the designated critical habitat that might be affected by the proposed work. The district engineer will determine whether the proposed activity "may affect" or will have "no effect" to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps' determination within 45 days of receipt of a complete pre-construction notification. In cases where the non-Federal applicant has identified listed species or critical habitat that might be affected or is in the vicinity of the project, and has so notified the

Corps, the applicant shall not begin work until the Corps has provided notification the proposed activities will have "no effect" on listed species or critical habitat, or until Section 7 consultation has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(d) As a result of formal or informal consultation with the FWS or NMFS the district engineer may add species-specific regional endangered species conditions to the NWP.

(e) Authorization of an activity by a NWP does not authorize the "take" of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with "incidental take" provisions, etc.) from the U.S. FWS or the NMFS, The Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where "take" means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word "harm" in the definition of "take" means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.

(f) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the U.S. FWS and NMFS or their world wide web pages at <http://www.fws.gov/> or <http://www.fws.gov/ipac> and <http://www.noaa.gov/fisheries.html> respectively.

19. Migratory Birds and Bald and Golden Eagles. The permittee is responsible for obtaining any "take" permits required under the U.S. Fish and Wildlife Service's regulations governing compliance with the Migratory Bird Treaty Act or the Bald and Golden Eagle Protection Act. The permittee should contact the appropriate local office of the U.S. Fish and Wildlife Service to determine if such "take" permits are required for a particular activity.

20. Historic Properties. (a) In cases where the district engineer determines that the activity may affect properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

(b) Federal permittees should follow their own procedures for complying with the requirements of Section 106 of the National Historic Preservation Act. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will review the documentation and determine whether it is sufficient to address section 106 compliance for the NWP activity, or whether additional section 106 consultation is necessary.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if the authorized activity may have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties may be affected by the proposed work or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of or potential for the presence of historic resources can be sought from the State Historic Preservation Officer or Tribal Historic Preservation Officer, as appropriate, and the

National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of Section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts, which may include background research, consultation, oral history interviews, sample field investigation, and field survey. Based on the information submitted and these efforts, the district engineer shall determine whether the proposed activity has the potential to cause an effect on the historic properties. Where the non-Federal applicant has identified historic properties on which the activity may have the potential to cause effects and so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects or that consultation under Section 106 of the NHPA has been completed.

(d) The district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA Section 106 consultation is required. Section 106 consultation is not required when the Corps determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR §800.3(a)). If NHPA section 106 consultation is required and will occur, the district engineer will notify the non-Federal applicant that he or she cannot begin work until Section 106 consultation is completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(e) Prospective permittees should be aware that section 110k of the NHPA (16 U.S.C. 470h-2(k)) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of Section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

21. Discovery of Previously Unknown Remains and Artifacts. If you discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by this permit, you must immediately notify the district engineer of what you have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

22. Designated Critical Resource Waters. Critical resource waters include, NOAA-managed marine sanctuaries and marine monuments, and National Estuarine Research Reserves.

The district engineer may designate, after notice and opportunity for public comment, additional waters officially designated by a state as having particular environmental or ecological significance, such as outstanding national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public comment.

(a) Discharges of dredged or fill material into waters of the United States are not authorized by NWP 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, and 52 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.

(b) For NWP 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, and 38, notification is required in accordance with general condition 31, for any activity proposed in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWPs only after it is determined that the impacts to the critical resource waters will be no more than minimal.

23. Mitigation. The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that adverse effects on the aquatic environment are minimal:

(a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).

(b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the adverse effects to the aquatic environment are minimal.

(c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse effects of the proposed activity are minimal, and provides a project-specific waiver of this requirement. For wetland losses of 1/10-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in minimal adverse effects on the aquatic environment. Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.

(1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in minimal adverse effects on the aquatic environment.

(2) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, wetland restoration should be the first compensatory mitigation option considered.

(3) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) – (14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not

practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)).

(4) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan only needs to address the baseline conditions at the impact site and the number of credits to be provided.

(5) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan.

(d) For losses of streams or other open waters that require pre-construction notification, the district engineer may require compensatory mitigation, such as stream rehabilitation, enhancement, or preservation, to ensure that the activity results in minimal adverse effects on the aquatic environment.

(e) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any project resulting in the loss of greater than 1/2-acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that a project already meeting the established acreage limits also satisfies the minimal impact requirement associated with the NWPs.

(f) Compensatory mitigation plans for projects in or near streams or other open waters will normally include a requirement for the restoration or establishment, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, riparian areas may be the only compensatory mitigation required. Riparian areas should consist of native species. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to establish a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or establishing a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.

(g) Permittees may propose the use of mitigation banks, in-lieu fee programs, or separate permittee-responsible mitigation. For activities resulting in the loss of marine or estuarine resources, permittee-responsible compensatory mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee-responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management.

(h) Where certain functions and services of waters of the United States are permanently adversely affected, such as the conversion of a forested or scrub-shrub wetland to a herbaceous

wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse effects of the project to the minimal level.

24. Safety of Impoundment Structures. To ensure that all impoundment structures are safely designed, the district engineer may require non-Federal applicants to demonstrate that the structures comply with established state dam safety criteria or have been designed by qualified persons. The district engineer may also require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

25. Water Quality. Where States and authorized Tribes, or EPA where applicable, have not previously certified compliance of an NWP with CWA Section 401, individual 401 Water Quality Certification must be obtained or waived (see 33 CFR 330.4(c)). The district engineer or State or Tribe may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

26. Coastal Zone Management. In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). The district engineer or a State may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

27. Regional and Case-By-Case Conditions. The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

28. Use of Multiple Nationwide Permits. The use of more than one NWP for a single and complete project is prohibited, except when the acreage loss of waters of the United States authorized by the NWPs does not exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

29. Transfer of Nationwide Permit Verifications. If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature:

“When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.”

(Transferee)

(Date)

30. Compliance Certification. Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and any required compensatory mitigation. The success of any required permittee-responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include:

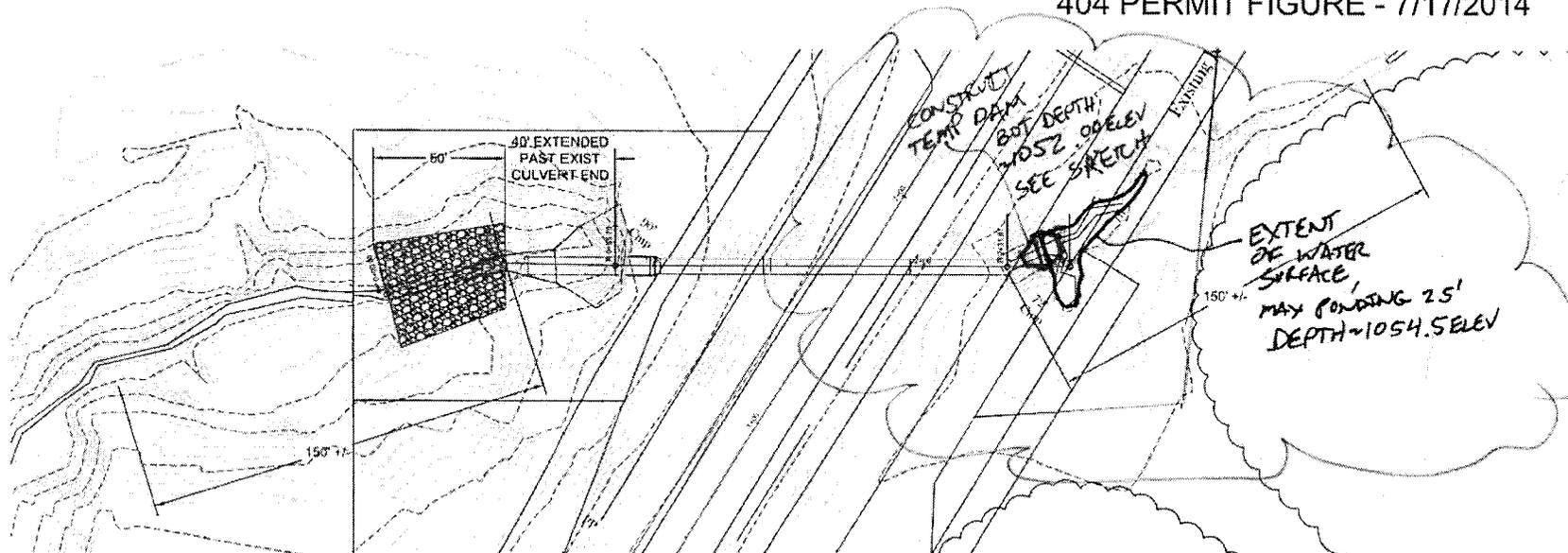
- (a) A statement that the authorized work was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions;
- (b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(1)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and
- (c) The signature of the permittee certifying the completion of the work and mitigation.

Further Information

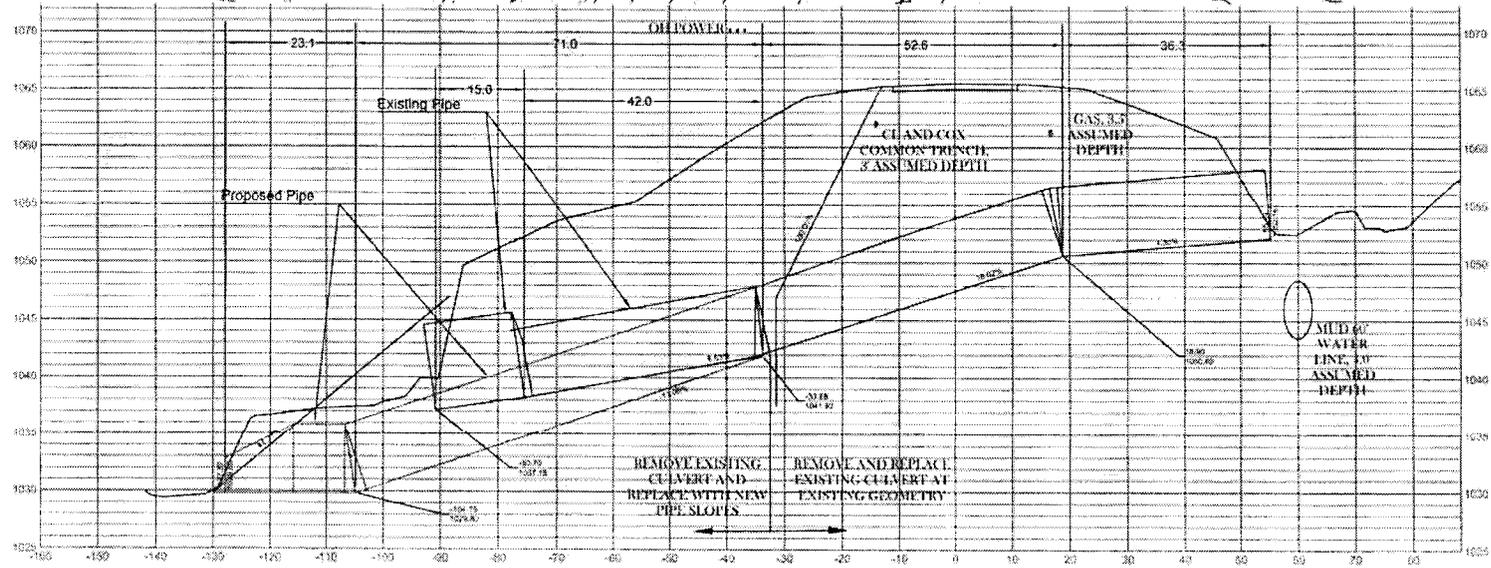
1. District Engineers have authority to determine if an activity complies with the terms and conditions of an NWP.
2. NWPs do not obviate the need to obtain other federal, state, or local permits, approvals, or authorizations required by law.
3. NWPs do not grant any property rights or exclusive privileges.
4. NWPs do not authorize any injury to the property or rights of others.
5. NWPs do not authorize interference with any existing or proposed Federal project.

404 PERMIT FIGURE - 7/17/2014

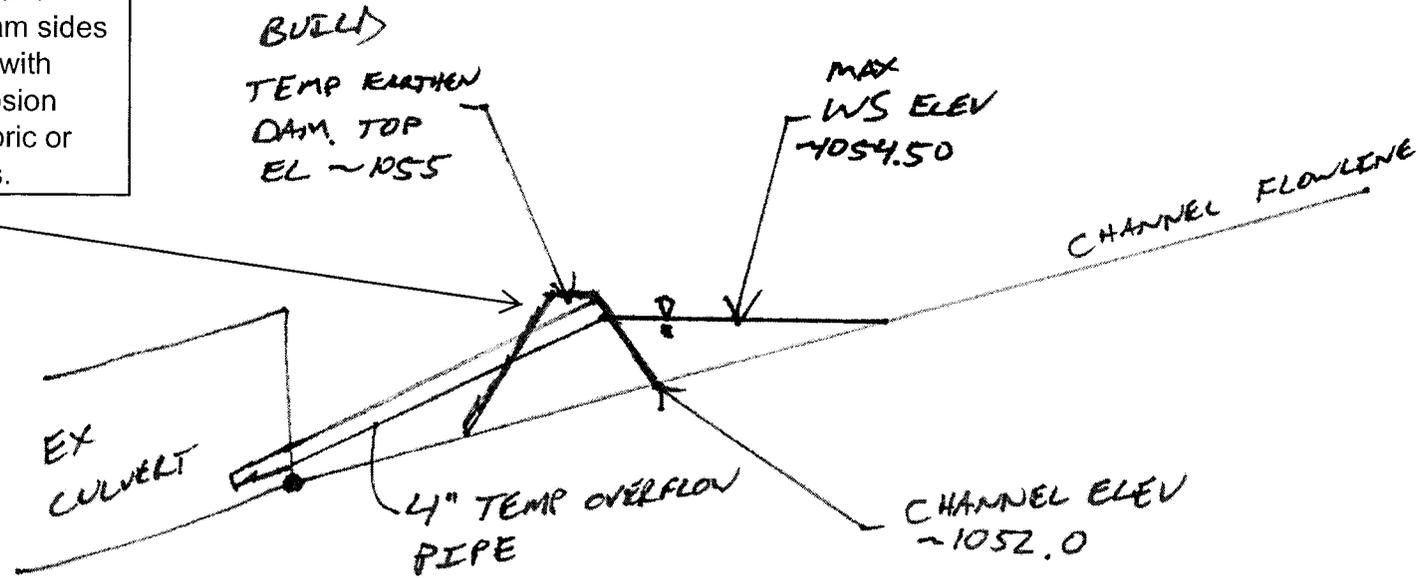
DATE	10-28-14	APP	
DESIGNED BY	SAHRY GOSWAMI	CHECKED BY	
PRELIMINARY DESIGN			



TEMP DAM
CONSTRUCTION
MEANS &
METHODS
10-28-14



Dam face on upstream and downstream sides protected with riprap, erosion control fabric or sand bags.



TEMPORARY DAM - CHANNEL PROFILE

N.T.S. 10-28-14

NOTE: DIVERSION/IMPOUNDING TO OCCUR FOR SHORT PERIODS WHILE CONSTRUCTION REQUIRES A DRY CHANNEL/CULVERT.

BID BOND

Conforms with The American Institute of
Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, Jochim Precast Concrete Company, Inc., 666 Gruenther Road, Papillion, NE
68046

_____ as Principal, hereinafter called the Principal,
and the Washington International Insurance Company

of 475 N. Martingale Road, Suite 850, Schaumburg, IL 60173, a corporation duly organized under
the laws of the State of New Hampshire, as Surety, hereinafter called the Surety, are held and firmly bound unto

Sarpy County Treasurer 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 36th Street Culvert Rehabilitation, Project C-77(14-11)

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 24th day of February, 2015.

Lupe Deran
_____ Witness

Jochim Precast Concrete Company, Inc. (Seal)
Principal
{ Eileen C. Jochim President
Title

Maura P Kelly
_____ Witness

Washington International Insurance Company
By Joan Leu
Joan Leu, Attorney-in-Fact

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

DAVID A. DOMINIANI, JOAN LEU,
MAURA P. KELLY and SHARON K. MURRAY

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power 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 binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company



By [Signature]
David M. Layman, Vice President of Washington International Insurance Company & Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 1st day of March, 2013.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 1st day of March, 2013, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
Donna D. Sklens, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 21st day of February, 2015.

[Signature]
Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company