

# **SPECIFICATIONS**

**Traffic Signal Poles at 126<sup>th</sup> & Highway 370  
Intersection, Project C-77 (10-11)**

**For  
Sarpy County Highway Department**

**SARPY COUNTY, NEBRASKA**

**PROPOSALS DUE: 3:00 p.m. Tuesday, March 23, 2010**

## General Information

### Notice to Vendors

Sarpy County is seeking proposals for Traffic Signal Poles at 126<sup>th</sup> & Highway 370 Intersection, Project C-77 (10-11), for the Sarpy County Highway Department. The successful Vendor will enter into a Contract (see attached Exhibit "A").

Sealed bids will be received Monday through Friday 8:00 a.m. to 4:45 p.m. except holidays, until 3:00 p.m. Tuesday, March 23, 2010. Bids shall be in a sealed envelope, clearly marked "Sealed Bid - Traffic Signal Poles at 126<sup>th</sup> & Highway" and shall have the names of the Vendor, and the time and date of the bid opening. **Do not fax bids, only sealed bids will be accepted.**

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

Bids must be sent to:

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

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

Bid opening will be a public opening to be held during the Sarpy County Board of Commissioners Meeting in the Sarpy County Board Room at 1210 Golden Gate Drive, Papillion, NE. The bid opening will be at 3:00 p.m. Tuesday, March 23, 2010.

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

Sarpy County will not be liable for costs incurred by Vendors for proposal preparation, printing, or demonstration. All such costs shall be the responsibility of the Vendor.

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

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

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

### Procedures for Evaluation and Awarding of Bid:

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

### **Terms and Conditions:**

#### 1. Bid Bond:

Each bid must be accompanied in a SEPARATE SEALED ENVELOPE by a cashier's check on a bank whose deposits are insured by the Federal Deposit Insurance Corporation or a bid bond in the amount of five percent (5%) of the bid price and must be payable without condition to the Sarpy County Treasurer, to protect Sarpy County against failure to perform as bid. The selected Vendor's security will be retained until satisfactory delivery of performance bond and all Contract documents are signed and received. All other Vendor's security will be retained for 30 days after bid award. **If cashier's check or bid bond as herein set forth is not received with the proposal, the proposal may not be considered.**

#### 2. Information, Discussion, and Disclosures:

- a. Any information provided by Sarpy County to any Vendor prior to the release of this Request for Proposal (RFP), verbally or in writing, is considered preliminary

and is not binding on Sarpy County.

- b. The Vendor must not make available nor discuss any cost information contained in the sealed copy of the proposal to or with any employee of Sarpy County from the date of issuance of this RFP until the Contract award has been announced, unless allowed by the Sarpy County Purchasing Department in writing for the purpose of clarification or evaluation.
- c. No interpretation of the meaning of the specifications, or other bidding documents, nor correction of any ambiguity, inconsistency, or error therein will be made orally to any Vendor.
- d. Every request for such interpretation or correction should be in writing, addressed to the Sarpy County Purchaser, Beth Cunard, 1210 Golden Gate Drive, Suite 1129, Papillion, NE 68046, voice (402) 593-4476, FAX (402) 593-4304. **Requests must be received 96 hours before proposals are due in order for Sarpy County to have time to issue an addendum. Requests received after the 96 hour deadline may not be considered.** In case Sarpy County finds it expedient to supplement, modify, or interpret any portion of the bidding documents prior to the proposed bid date, such procedure will be accomplished by the issuance of written addenda to the RFP which will be mailed or delivered to all prospective Vendors at the respective addresses furnished for such purpose.

3. Confidentiality of Documents:

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

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

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

4. Addenda:

- a. All addenda will become part of this RFP and be responded to by each Vendor.
- b. All addenda must be acknowledged in writing in the bid submitted by the Vendor.

c. This RFP, any subsequent addenda, and any written responses to questions take precedence over any information previously provided.

5. Non-Discrimination Clause:

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

6. 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.

7. Payment Terms:

The successful Vendor shall submit an itemized invoice for payment. Sarpy County will make payment to the successful Vendor within thirty (30) days after receipt of invoice and satisfactory services in accordance with the Contract and Special Provisions.

8. Supplemental Terms and Conditions/Modifications:

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

9. Termination:

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

10. Breach:

Should Vendor breach, violate, or abrogate any term, condition, clause or provision of this agreement, the County shall notify Vendor in writing that such an action has occurred. If satisfactory provision does not occur within ten (10) days from such written

notice, the County may, at its option, terminate this agreement and obtain an alternate provider to provide all required materials. This provision shall not preclude the pursuit of other remedies for breach of Contract as allowed by law.

11. Assignment:

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

12. Subcontracting:

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

13. Independent Contractor:

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

14. Indemnity:

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

15. Residency Verification:

The Vendor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

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

1. The Vendor must complete the United States Citizenship Attestation Form,

available on the Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us).

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

16. Insurance

Insurance to be provided as in attached agreement.

17. Guarantee

a. Terms:

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

b. Failure to make repairs:

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

c. Expiration of guarantee period:

It shall be the duty of the Vendor to notify the County, in writing, within thirty

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

d. Compliance with laws:

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

e. Onsite storage:

Storage for any materials will be a Vendor's expense.

## SPECIAL PROVISIONS

1. Description of Work

The work contemplated in the Proposal consists of Traffic Signal Poles at 126<sup>th</sup> & Highway 370 Intersection, Project C-77 (10-11).

2. County Board

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

3. Retained Percentage

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

4. Special Provisions

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

5. Working Days

Not applicable.

6. Taxes

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

7. Liquidated Damages

Not applicable.

8. 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.

9. Exceptions

These specifications are minimum acceptable specifications. You may bid other than what is specified if it is of higher specification than what is requested. Vendor must list

any exceptions to the bid specifications on the exceptions/clarifications/comments page provided.

10. Company Information:

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

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

11. References:

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

12. Literature:

Vendor shall attach a set of detailed specifications or advertising literature of systems to the bid form.

13. Equipment/Safety

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

14. Cleaning

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

15. Technical Specifications

Not Applicable.

# BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE

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

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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 \_\_\_\_\_, 2010

The conditions of this obligation are such that:

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

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

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

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

In testimony whereof, the said parties hereto have hereunto set their hands this \_\_\_\_ day of \_\_\_\_\_, 2010, 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.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Witness

\_\_\_\_\_  
President

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Surety

Countersigned By:

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

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

**Technical Specifications:**

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**EXCEPTIONS/CLARIFICATIONS/COMMENTS**

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

**CONTRACTOR** \_\_\_\_\_

**Sarpy County, Nebraska  
Traffic Signal Poles at 126<sup>th</sup> & Highway 370 Intersection, Project C-77 (10-11)  
Bid Form**

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

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

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

**PHASE I**

	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Ext. Price</b>
01.	Combination Mast Arm Signal & Lighting Pole, Type CMP-50-12-40	1	EA	\$	\$
02.	Combination Mast Arm Signal & Lighting Pole, Type CMP-70-12-40	4	EA	\$	\$
03.	Combination Mast Arm Signal & Lighting Pole, Type CMP-75-12-40	2	EA	\$	\$
04.	Combination Mast Arm Signal & Lighting Pole, Type CMP-80-12-40	3	EA	\$	\$
<b>Total Bid</b>					\$

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

**CONTRACTOR DELIVERY DATE:** \_\_\_\_\_

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)).

**CONTRACTOR** \_\_\_\_\_

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.

**Company Information:**

Years in business: \_\_\_\_\_

# of employees \_\_\_\_\_

Total sales last 3 years  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**References:**

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

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

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

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

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

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

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

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

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

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

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

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

**CONTRACTOR** \_\_\_\_\_

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

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

Addendum #1 \_\_\_\_\_  
Addendum #2 \_\_\_\_\_

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

**NOTE: Vendor shall not add any conditions or qualifying statements to this Bid or otherwise the Bid may be declared irregular.**

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

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

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

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

\_\_\_\_\_  
Address

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

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

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

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

**EXHIBIT A**  
**CONTRACT AGREEMENT**

THIS CONTRACT is made and entered into in TRIPLICATE 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 Traffic Signal Poles at 126<sup>th</sup> & Highway 370 Intersection, Project C-77 (10-11)**

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 Vendor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

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

1. The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us).
2. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

3. The Vendor understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect. 4-108.

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.

a. Worker's Compensation and Employers Liability Insurance

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

b. Commercial General Liability Insurance

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

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

c. Automobile Liability Insurance

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

d. Certificate of Insurance

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

Agreement, the Contractor shall furnish a certificate(s) of insurance evidencing renewal of its coverage to the County.

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

e. Property Insurance

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

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

f. Insurance Company

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

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

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 with Paragraph 11 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 (Reissue 1991), the Parties hereto declare and affirm that no officer, member, or other employee of the County, and no member of its governing body, and no other public official of the County who exercises any functions so responsibilities in the review or approval of the undertaking described in this Contract, or in the performing of services pursuant to this Contract which effects his or her personal interest, or any corporation, partnership, or association in which he or she is directly or indirectly interested; nor shall any employee of the County, nor indirect, in this Contract or the proceeds thereof.
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 to hereto that is any part, term, condition or provision of this Contract is held to be illegal or in conflict with any law of this State or of

the United States, the validity of the remaining parts, terms, conditions, or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular part, term, condition, or provisions held to be invalid.

- 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 effect 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. Vendor expressly guarantees all work and materials as described herein.

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

County: Ms. Deb Houghtaling  
Sarpy County Board Business Office  
1210 Golden Gate Dr Ste  
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 \_\_\_\_\_, 2010.

(SEAL)

County of Sarpy, Nebraska  
A Body Politic and Corporate

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

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

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

APPROVED AS TO FORM:

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

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

ATTEST:

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

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