BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION AWARDING BID FOR 25TH STREET AND FAIRVIEW ROAD, PROJECT C-77 (18-18) FOR THE PUBLIC WORKS DEPARTMENT

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

WHEREAS, bids for 25th Street and Fairview Road, Project C-77 (18-18) 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 Highway Signing, Inc. for the 25th Street and Fairview Road, Project C-77 (18-18) for Forty Three Thousand Eight Hundred and Five Dollars and Ten Cents ($43,805.10) 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 21st day of August 2018.

ATTEST:

Sarpy County Board Chairman

Sarpy County Clerk
MEMO

To: Sarpy County Board of Commissioners

From: Beth Garber

Re: 25th St. and Fairview Rd. Bid Award

On August 15, 2018, one (1) bid was opened for 25th Street and Fairview Road, Project C-77 (18-18) for the Public Works Department. After reviewing the bid, it is recommended we award the contract to Highway Signing, Inc. for $43,805.10. Highway Signing has an estimated start date of September 10th and there are 6 working days associated with this project.

This is not in the current budget. The bid is slightly over the Engineer’s Estimate of $38,903.75, but Public Works has reviewed the bid items and there doesn’t appear to be any line items with concerning discrepancies. Please contact me with any questions at bgarber@sarpy.com.

August 16, 2018

Beth Garber

cc: Dan Hoins
Scott Bovick
Brian Hanson
Deb Houghtaling
Denny Wilson
<table>
<thead>
<tr>
<th>Event Number</th>
<th>2019-7</th>
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<tbody>
<tr>
<td>Event Title</td>
<td>25th Street and Fairview Road-C-77(18-18)</td>
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<tr>
<td>Event Description</td>
<td>RFP Public Works</td>
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<td>Issue Date</td>
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<td>Workgroup</td>
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<td>Event Owner</td>
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<td>Email</td>
<td><a href="mailto:bgarber@sarpy.com">bgarber@sarpy.com</a></td>
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<tr>
<td>Phone</td>
<td>(402) 593-4476 x</td>
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### Responding Supplier

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Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.
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<td>Highway Signing Inc. 2 EA $450.00 $900.00</td>
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<td>Highway Signing Inc. 1 LS $10,000.00 $10,000.00</td>
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<td>Highway Signing Inc. 3156 LF $0.60 $1,893.60</td>
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<td>Highway Signing Inc. 4 EA $175.00 $700.00</td>
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<td>Highway Signing Inc.</td>
<td>Andrew Muffly</td>
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## Signing & Striping

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**Short-Term Project SubTotal** $38,903.75

**Construction Engineering** 10% $3,900.00

**Project Total** $42,803.75
CONTRACT AGREEMENT

THIS CONTRACT is made and entered into by and between Sarpy County, Nebraska hereinafter called County, and Highway Signing, Inc. 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 25th Street and Fairview 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 Forty Three Thousand Eight Hundred and Five Dollars and Ten Cents ($43,805.10) 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. Each contractor who performs construction or delivery service pursuant to the contract hereby attests that (1) each individual performing services for such contractor is properly classified under the Employee Classification Act, (2) such contractor has completed a Federal I-9 Immigration Form and has such form on file for each employee performing services, (3) such contractor has complied with Nebraska State Statute 4-114, (4) such contractor has no
reasonable basis to believe that any individual performing services for such contractor is an undocumented worker, and (5) as of the time of the contract, such contractor is not barred from contracting with the State of Nebraska or any political subdivision pursuant to Nebraska State Statute 48-2907 or 48-2912. Contractor shall follow the provisions of the Employee Classification Act. A violation of the act by such contractor is grounds for rescission of the contract by the County.

10. 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 materials, 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.

11. 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 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.
20. 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.

21. Contractor may not subcontract or assign any portion of Contract without prior written approval from the County.

22. 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: Mr. Andrew Muffly  
Highway Signing, Inc.  
3250 16th Ave.  
Council Bluffs, IA 51501

IN WITNESS WHEREOF, the parties hereto have caused these instruments to be executed in THREE original counterparts, this as of this 21st day of August, 2018.

(SEAL)

ATTEST: _____________________

CLERK: _____________________

APPROVED AS TO FORM: _____________________

COUNTY ATTORNEY/DEPUTY

ATTEST: _____________________

SECRETARY/WITNESS

County of Sarpy, Nebraska  
A Body Politic and Corporate

CHAIRMAN: _____________________

CONTRACTOR: _____________________

Highway Signs, Inc.

PRESIDENT: _____________________
2019-7
Supplier Response
Highway Signing Inc.

Event Information
Number: 2019-7
Title: 25th Street and Fairview Road-C-77(18-18)
Type: Sealed Bid - Public Works
Issue Date: 7/23/2018
Deadline: 8/15/2018 10:00 AM (CT)

Highway Signing Inc. Information
Address: 3250 16th Ave
       Council Bluffs
       Council Bluffs, IA 51501
Phone: (402) 457-6810
Fax: (402) 457-1998

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.

Andrew Muffly
Signature
Submitted at 8/14/2018 2:30:28 PM

Requested Attachments

Bid Bond
A bid bond must be submitted according to the Request for Proposals or can be attached here.
## Bid Attributes

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<td>Acknowledgments</td>
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<td>3</td>
<td>Standard Terms and Conditions</td>
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<td></td>
<td>I acknowledge reading and understanding the Standard Terms and Conditions.</td>
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<tr>
<td></td>
<td>Acknowledged</td>
</tr>
<tr>
<td>4</td>
<td>Sample Contract</td>
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<tr>
<td></td>
<td>I acknowledge reading and understanding the sample contract.</td>
</tr>
<tr>
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<td>5</td>
<td>Specifications</td>
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<td>I acknowledge reading and understanding the specifications.</td>
</tr>
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<td></td>
<td>Acknowledged</td>
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<td>6</td>
<td>Company Information</td>
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## Company Information

<p>| | |</p>
<table>
<thead>
<tr>
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<tbody>
<tr>
<td>7</td>
<td>Company Information - Years in Business</td>
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<td>8</td>
<td>Company Information - Number of Employees</td>
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<td>Company Information - Total Sales for the Last Three (3) Years</td>
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## References

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<tr>
<td>1</td>
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</tr>
<tr>
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<tr>
<td></td>
<td>Iowa Civil Contracting</td>
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<td>3</td>
<td>Reference #1 - Contact Name</td>
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<td></td>
<td>Randy Miller</td>
</tr>
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<td>4</td>
<td>Reference #1 - Email</td>
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<tr>
<td></td>
<td><a href="mailto:randym@iowacivil.com">randym@iowacivil.com</a></td>
</tr>
<tr>
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<td>(319) 647-3561</td>
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## Bid Lines

<table>
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<tr>
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<th>Quantity</th>
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<td>4</td>
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SPECIFICATIONS
25th Street and Fairview Road
Signage, Striping
C-77(18-18)

For the

Public Works Department
SARPY COUNTY, NEBRASKA
General Information

Notice to Contractors

Notice to Contractors

Sarpy County is seeking proposals for 25th Street and Fairview Road, Signage, Striping for the Public Works Department. The successful Contractor will enter into a Contract for the specified services.

Official bidding criteria must be obtained through the online procurement system. Contractors that obtain specifications from any other internet site are responsible for obtaining any addenda that may be added at a later time.

Bids received after the above stated time and date will not be considered.

Bid opening will be a public opening to be held in the Sarpy County Courthouse at the time and date listed in the Bid Information.

All bids submitted shall be valid for a period of ninety (90) days following the final date for submission of bids.

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

The bids shall include all charges and applicable taxes, F.O.B. Destination, freight prepaid, Sarpy County, Nebraska. The Contractor need not include sales tax in the bid. Sarpy County will, upon request, furnish the successful Contractor with required State of Nebraska Tax Exempt Forms at the request of the Contractor.

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

Evaluation will be done by Beth Garber, Sarpy County Purchaser, along with personnel from other departments. After evaluation the Purchaser will make a recommendation to the County Board of Commissioners for award. This recommendation and pending award will be made at a public meeting of the Board of Commissioners. Agendas are available each Friday afternoon on our internet site www.sarpy.com. The Commissioners award the bid by majority vote.
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 deliver materials 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 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, and said bond shall be in the amount of 100% of the total amount of the bid, written by a surety licensed to do business in the State of Nebraska. Said performance bond shall be provided to the Sarpy County Clerk within ten (10) days after execution of the contract documents and bid award. Bond may be secured through the Contractor’s usual sources.

3. Information, Discussion and Disclosures

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.

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.

No interpretation of the meaning of the specifications, or other bidding documents, or correction of any ambiguity, inconsistency, or error therein will be made orally to any Contractor.

Every request for such interpretation or correction should be in writing through the online bid system or by email to Beth Garber, bgarber@sarpy.com. Sarpy County prefers all questions be submitted through the electronic bidding program. Requests must be received by date and time listed in the bid information in order for Sarpy County to have time to issue an addendum. Requests received after deadline may not be considered. In case Sarpy County finds it expedient to supplement, modify, or interpret any portion of the bidding documents prior to the proposed bid date, such procedure will be accomplished by the issuance of written addenda to the RFP which will be mailed or delivered to all prospective Contractors at the respective addresses furnished for such purpose.

4. Addenda

All addenda will become part of this RFP and must be responded to by each Contractor.

All addenda must be acknowledged in writing in the bid submitted by the Contractor.

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

5. Confidentiality of Documents

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

Contractors 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 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 as such, this information will be read aloud and entered into record during the public bid opening. For all other appropriately identified proprietary, trade secret, or confidential commercial or financial information, the 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.

6. Non-Discrimination Clause

Pursuant to Neb. Rev. Stat. §73-102, 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., 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, 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 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. Term

The Contract will be for the period identified within the bid information. The cost for the option years will be provided in writing to the County sixty (60) days prior to the expiration date of the current contract year. Any cost changes for the option years is the responsibility of the Contractor. If Sarpy County does not receive any notification of price changes, the prices are to remain the same.

11. Renewal

The Contract shall automatically renew for each option year unless the County notifies Contractor in writing thirty (30) days prior to expiration of current contract period of the intent not to renew.

12. Termination

Either party may terminate the Contract with ninety (90) days' written notice to the other.
13. 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:

The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.

a) 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.

b) 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.

14. 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.

15. Assignment

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

16. 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 it intends to use in the execution of this Contract. The Contractor must identify subcontractors in writing within the proposal.
17. 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.

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

19. 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.

20. Insurance

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

21. 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 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 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 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 their own expense.
SPECIAL PROVISIONS

1. **Description of Work**

   The work contemplated in the Proposal consists of removing striping, placing striping and installing roadway signage.

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. **Provisions and Technical Specifications**

   All materials and all work shall conform to the Nebraska Department of Transportation “Standard Specifications for Highway Construction”, 2017 Edition, and any revisions or amendments thereto, which will be referenced as “NDOT Standard Specifications”. The project plans shall govern where any conflict occurs with the Standard Specifications.

5. **Preconstruction Meeting**

   Contractor shall schedule and run a preconstruction meeting at least 48 hours prior to beginning construction. Representatives from Sarpy County Public Works, the Contractor and any Subcontractors shall be invited to discuss upcoming construction activities. Contact information for all representatives is provided below. The meeting shall take place at the Sarpy County Public Works building. Contractor shall provide an expected project construction schedule during the meeting.

   Sarpy County: Pat Dowse, 402-537-6917, pdowse@sarpy.com
               Brian Becker, 402-537-6929, bbecker@sarpy.com

6. **Period of Performance and Working Days**

   The contract period of performance shall be six (6) working days.

   Working 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. Working days shall start the next working day after the Contractor’s Notice to Proceed.

7. **Taxes**

   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.

8. **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 **$500 per day** for each additional working day required to complete the work. The time allowed for completion of this Contract shall not be extended except upon written application, by the Contractor, requesting such extensions and explaining fully the necessity for such extension. Such extension will be 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. 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.

9. **Deviations**

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

10. **Exceptions**

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

11. **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.

12. **References:**

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

The 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.

14. **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.

15. **Maintenance of Traffic/Barricading**


Project Area shall remain open to traffic during all operations. No lane closures will be allowed without prior authorization from the Engineer.

16. **Damage to Mailboxes and other Personal Property:**

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

17. **Traffic Control**

The Contractor shall conduct his operations in such a manner as to provide access to all adjacent properties at all times. The Contractor shall place and maintain proper barricades, lights, signs and other required safeguards around obstructions in or adjacent to existing streets and as necessary to provide advance warning. All barricades, lights, and warning signs shall conform to the State of Nebraska Supplement to the Manual on Uniform Traffic Control Devices, 2011 and the current "Manual on Uniform Traffic Control Devices."

18. **Access**

Contractor is responsible for contacting all landowners prior to entering property. Contractor shall complete all work and store all materials and equipment at a safe location within the Right-of-Way. Contractor shall not enter private property without first acquiring permission.
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____________, 2018

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 form 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 _______________________, 2018, 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

By:

____________________________________
Attorney-In-Fact
Sarpy County, Nebraska
Bid Form
25th Street and Fairview Road
Signage, Striping

~THIS FORM SHALL BE COMPLETED ONLINE USING THE ONLINE BID SYSTEM.~
~THE BELOW IS FOR REFERENCE ONLY~

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:

<table>
<thead>
<tr>
<th>#</th>
<th>ITEM</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>EXTENDED PRICE</th>
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<td>5” White Preformed Pavement Markings, Type 4, Grooved</td>
<td>LF</td>
<td>442</td>
<td>$</td>
<td>$</td>
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</tr>
<tr>
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<td>LF</td>
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</table>
*Prices are to be F.O.B. - Sarpy County, Nebraska

CONTRACTOR START DATE: _____________________________

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. Final Completion shall be complete within six (6) working days.

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)).

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 two thousand dollars ($2000.00) per working day from the sum due under the Contract for each working day beyond the period of performance that the Contract remains uncompleted.

Company Information:

Years in business: _____________________________

# of employees _____________________________

Total sales last 3 years _____________________________

_____________________________
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  ___________________
Addendum #2  ___________________

Company Name     Company Representative (Please print)

Authorized Signature    Telephone Number

Address

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 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 25th Street and Fairview 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.

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. Each contractor who performs construction or delivery service pursuant to the contract hereby attests that (1) each individual performing services for such contractor is properly classified under the Employee Classification Act, (2) such contractor has completed a Federal I-9 Immigration Form and has such form on file for each employee performing services, (3) such
contractor has complied with Nebraska State Statute 4-114, (4) such contractor has no reasonable basis to believe that any individual performing services for such contractor is an undocumented worker, and (5) as of the time of the contract, such contractor is not barred from contracting with the State of Nebraska or any political subdivision pursuant to Nebraska State Statute 48-2907 or 48-2912. Contractor shall follow the provisions of the Employee Classification Act. A violation of the act by such contractor is grounds for rescission of the contract by the County.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.
20. 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.

21. Contractor **may not** subcontract or assign any portion of Contract without prior written approval from the County.

22. 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 _____________, 2018.

County of Sarpy, Nebraska
(SEAL) A Body Politic and Corporate

CHAIRMAN: _________________________

ATTEST: _________________________

CLERK: _________________________

APPROVED AS TO FORM:

_______________________________
COUNTY ATTORNEY/DEPUTY CONTRACTOR: _________________________

ATTEST:

_______________________________
SECRETARY/WITNESS PRESIDENT: _________________________
Plans for Construction
of
SARPY COUNTY PROJECT NO. C–77(18–18)
–25th and Fairview Rd–
(Roadway Improvements) Signage, Striping Plan

INDEX OF SHEETS

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<th>SHEET NO.</th>
<th>DESCRIPTION</th>
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<td>Title Sheet</td>
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<tr>
<td>2</td>
<td>Quantities and General Information</td>
</tr>
<tr>
<td>3</td>
<td>Project Overview</td>
</tr>
<tr>
<td>4.5</td>
<td>Signing and Striping</td>
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</table>

PROJECT LENGTH = 1,130 FEET

REVISIONS

The 2017 State of Nebraska Standard Specifications for Highway Construction, Approved by the Federal Highway Administration on October 1, 2017, and the Special Provisions Shown, Apply to This Project.

The Location of All Aerial and Underground Utility Facilities May Not Be Accurate in These Plans. Underground Utilities Indicated or Not Will Be Located and Pinpointed by the Utilities at the Request of the Contractor.

Plans Prepared by
FELSBURG HOLT & ULLEVIG

Mark D. Meisinger
F-12049

ONLY USE CONSTRUCTION
THAT IS IN CONFORMANCE
WITH THE CONSTRUCTION
SPECIFICATIONS SHOWN ON
THIS SHEET.

NO SCALE

SARPY COUNTY PUBLIC WORKS DEPARTMENT
GENERAL NOTES - SIGNING AND STRIPING

1. All sign locations are approximate and may be adjusted to fit field conditions. Signs may be mounted on street light poles.

2. All Type A signs shall be mounted on a square base and the sign shall be subsidiary to the total cost for each sign.

3. Arrow markings shall not be within 16" of the end of the turn bay edge line near the intersection.

4. All existing conflicting pavement markings and signs shall be removed.

5. Short skip lane lines shall have a 2 ft. space with a 6 ft. gap.

6. The new traffic pattern ahead sign should be removed when the traffic pattern returns to normal. The changed pattern is no longer considered to be new, or within six months.

SIGN LEGEND

NEW TRAFFIC PATTERN AHEAD
W23-2-36

STOP
R1-3-36
R1-3P-18
W3-1-30
R3-7a-30

PAVEMENT MARKING DETAIL
LEFT TURN AND THROUGH ARROW

PAVEMENT MARKING ARROW DETAIL

SIGNING AND STRIPING QUANTITIES

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QUANTITIES & GENERAL INFORMATION
SIGNING AND STRIPING

RIGHT TURN ARROW
THROUGH ARROW
LEFT TURN AND
45° @ 15' SPACING
12" WHITE DIAGONAL CROSSHATCH
12" STOP BAR

SOLID WHITE
10" SOLID WHITE
SOLID DOUBLE YELLOW
SOLID DOUBLE YELLOW
SOLID WHITE
3' STRIPED WEDGE

45° @ 15' SPACING
12" YELLOW CROSSHATCH

LEFT TURN ARROW
SOLID WHITE

3' STRIPED WEDGE

EX. UTILITY POLE

NOTE: LANE LINE DIMENSIONS ARE MEASURED FROM BACK OF CURB.
SITE PLAN

NOTE: LANE LINE DIMENSIONS ARE MEASURED FROM BACK OF CURB.