

**CITY OF LINCOLN
COUNTY OF LANCASTER**

Vince M. Mejer, CPPO, C.P.M.
Purchasing Agent

(402) 441-7410 Fax: (402) 441-6513

QUOTATION REQUEST

Quote Prices F.O.B. Destination
Lincoln, Nebraska

Date - 5/30/03
Order No. - 1397 OC
Date Due - 06/17/03

**QUOTATIONS MUST BE RECEIVED IN
THE PURCHASING DIVISION OFFICE BY
THE DUE DATE SPECIFIED ABOVE**

PLEASE MAKE NECESSARY VENDOR
INFORMATION CORRECTIONS ON THIS FORM:

VENDOR INFORMATION

Return Quotation Request To:

Purchasing Division
K-Street Complex
440 S 8th St Ste 200
Lincoln NE 68508

Item Number / Description	Quantity	UM	Unit Price	Total Price
9120500 Construction - General	1	EA		

Build STOP sign beacon at NW 48th and
Raymond Road. LUMP SUM TOTAL AS PER ATTACHED:
For the Lancaster County Engineer

Fund: 022 Agcy: 703 Obj: 2208

VENDOR MUST COMPLETE THE FOLLOWING

The undersigned represents and warrants that he/she has full and complete authority to submit this quotation and to enter into a contract upon acceptance by the City/County. The undersigned agrees to comply with all conditions above and on reverse side of this document.

COMPANY NAME _____
ADDRESS _____
TELEPHONE _____
EMPLOYER FEDERAL ID NO. OR
SOCIAL SECURITY NUMBER _____

BY (PRINT NAME) _____
SIGNATURE _____
TITLE _____
DATE _____
DELIVERY SCHEDULE _____
DAYS ARO

PURCHASING DIVISION
CITY OF LINCOLN AND LANCASTER COUNTY, NEBRASKA
INSTRUCTIONS TO BIDDERS

1. **BIDDING PROCEDURE** - A bid by a corporation must be signed in the name of such organization by a duly authorized official thereof. Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization. Most departments of the City of Lincoln and Lancaster County agencies are exempt from federal excise taxes and state and local sales and use taxes. Kindly bid without taxes. The City/County will be responsible for paying any taxes which may be due.
2. **FAIR EMPLOYMENT PRACTICES** - Each bidder agrees that he/she will not discriminate against any employee or applicant for employment because of age, race, color, religion, ancestry, national origin, disability, sex or marital status, and that he will take affirmative action to assure that applicants are employed and that employees are treated during employment without regard to age, race, color religion, ancestry, national origin, disability, sex or marital status.
3. **DATA PRIVACY** - Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, patents and patent rights. The bidder agrees to hold the City/County harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.
4. **INDEPENDENT PRICE DETERMINATION** - By signing and submitting this bid, the bidder certifies that: The prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
5. **CLARIFICATION OF SPECIFICATION DOCUMENTS** - Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents. Interpretations, corrections and changes made to the specification documents will be made by written addenda. Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City/County; and bidders shall not rely upon such interpretations or changes. No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except: An addendum withdrawing or postponing the invitation to bid.
6. **BRAND NAMES** - If and wherever in the material specifications or proposal form brand names, make, manufacturer, trade name, or vendor catalog number is specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow. It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the City/County that said item is equal to or better than the product specified. If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City/County's specifications.
7. **DEMONSTRATION/SAMPLES** - If requested, the bidders shall, at bidder's expense, demonstrate and/or furnish samples of the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City/County.
8. **DELIVERY** - Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. F.O.B. to the City/County at the location specified by the City/County, with all transportation charges paid.
9. **WARRANTIES, GUARANTEES AND MAINTENANCE** - A copy of the manufacturer's warranties and/or guarantees for the items being bid must accompany your proposal. A copy of your company's maintenance policies and costs must also accompany your proposal. Replacement parts of defective components shall be shipped to the City/County at no cost. If defective parts are required to be returned to the bidder, the shipping costs shall be borne by the bidder.
10. **ACCEPTANCE OF MATERIAL** - The finished materials must be new, the latest make or model, of the best quality, unless otherwise specified, and the highest grade workmanship. The material delivered under this proposal shall remain the property of the bidder until a physical inspection and actual usage of this material and/or service is made, and thereafter is accepted by the City/County. The material delivered must be fully in accord with specification documents. In the event the material and/or services supplied to the City/County is found to be defective or does not conform to specification documents, the City/County reserve the right to cancel the order upon written notice to the bidder and return materials to bidder at the bidder's expense. Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln or Lancaster County, Nebraska, as required by the contract documents or purchase orders. Selling dealer's advertising decals, stickers or other signs shall not be affixed to the equipment; vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forings, stampings, nameplates and logos are acceptable.
11. **BID EVALUATION AND AWARD** - The signed bid shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City/County of purchase orders, contract award notifications, or other contract documents appropriate to the work. No bid shall be modified or withdrawn for a period of sixty (60) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid. In case of a discrepancy between the unit prices and their extensions, the unit price shall govern. The City/County reserve the right to accept or reject any or all bids, or part of bids, to waive irregularities and technicalities, and to request rebids on the material described in the specification documents.
12. **TERMS OF PAYMENT** - Unless other specification provisions state otherwise, payment in full will be made by the City/County within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.
13. **LAWS** - The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

PROPOSAL FOR WORK

FOR

LANCASTER COUNTY, NEBRASKA

BUILD STOP SIGN BEACON AT NW 48TH STREET AND RAYMOND ROAD

in LANCASTER COUNTY, NEBRASKA

To Lancaster County, Nebraska:

Pursuant to the invitation to bid and the *Instructions to Bidders*, the undersigned bidder herewith submits his proposal for performing all the required work on the schedules hereto included.

The undersigned proposes to furnish all necessary equipment, tools, machinery, apparatus, and other means of construction, to do all work, and to furnish all materials and labor necessary to complete the work in accordance with the Plans, Specifications, and Special Provisions now on file in the office of the Lancaster County Engineer and to complete said work as provided in the *Special Provisions*.

The following schedule and prices are to be used as my total bid and to determine the unit prices for any work, more or less than, called for by the Plans, Specifications, and Special Provisions and for partial estimates:

<u>Item No.</u>	<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Price/Unit</u>	<u>Item Cost</u>
1.	Build Stop Sign Beacon at NW 48 th Street & Raymond Road	1	LumpSum	\$ _____	\$ _____
TOTAL BID				\$ _____	

DATED this _____ day of _____, 2003

Name of Contractor

By: _____
Name and Title

Address

City State Zip

INSTRUCTIONS TO BIDDERS

LANCASTER COUNTY, NEBRASKA PURCHASING DIVISION

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initiated by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document and in a sealed envelope with the bid number and/or description clearly marked on the outside of the envelope.
- 1.3 Each bid must be legibly printed in ink or by typewriter, include full name, business address, and telephone no. of the bidder; and be signed in ink by the bidder.
- 1.4 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.5 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.6 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.7 Bids received after the time and date established for receiving bids will be rejected.

2. EQUAL OPPORTUNITY

- 2.1 Each bidder agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, bidder shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

3. BIDDER'S REPRESENTATION

- 3.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 3.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

4. INDEPENDENT PRICE DETERMINATION

- 4.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

5. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 5.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 5.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for bid receipt.
- 5.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 5.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the County; and bidders shall not rely upon such interpretations or changes.

6. ADDENDA

- 6.1 Addenda are written instruments issued by the County prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 6.2 Addenda will be mailed or delivered to all who are known by the County to have received a complete set of specification documents.
- 6.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 6.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 6.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

7. ANTI-LOBBYING PROVISION

- 7.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the County Board or County Staff except in the course of County-sponsored inquiries, briefings, interviews, or presentations, unless requested by the County.

8. BRAND NAMES

- 8.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 8.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the County that said item is equal to, or better than, the product specified.
- 8.3 Bids for alternate items shall be stated in the appropriate blank on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.
- 8.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the County's specifications.

9. DEMONSTRATIONS/SAMPLES

- 9.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the County.
- 9.2 Such demonstration can be at the County delivery location or a surrounding community.
- 9.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate County personnel to the nearest location to view and inspect proposed item(s).
- 9.4 If items are small and mailable, and the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the County of acceptable goods. Bidders must indicate how samples are to be returned.

10. DELIVERY

- 10.1 Each bidder shall state on the proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 10.2 The County reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 10.3 All bids shall be based upon delivery of the equipment or merchandise F.O.B. the County at the location specified by the County, with all transportation charges paid.

11 WARRANTIES, GUARANTEES AND MAINTENANCE

- 11.1 Copies of the following documents must accompany the bid proposal for all items being bid:
 1. Manufacturer's warranties and/or guarantees.
 2. Bidder's maintenance policies and associated costs.
- 11.2 As a minimum requirement of the County, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the County. Replacement parts of defective components shall be shipped at no cost to the County. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.
- 11.3 Bidder warrants and represents to the County that all software/firmware/ hardware/equipment /systems developed, distributed, installed or programmed by Bidder pursuant to this Specification and Agreement.

12. ACCEPTANCE OF MATERIAL

- 12.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 12.2 Material delivered under this proposal shall remain the property of the bidder until:
 1. A physical inspection and actual usage of this material is made and found to be acceptable to the County; and
 2. Material is determined to be in full compliance with the specifications and accepted proposal.
- 12.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the County reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 12.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of Lancaster County, Nebraska, as required by the specification documents or purchase orders.

- 12.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forging, stamping, nameplates and logos are acceptable.

13. BID EVALUATION AND AWARD

- 13.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the County of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 13.2 No bid shall be modified or withdrawn for a period of sixty (60) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 13.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 13.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the County, and as the County deem will best serve their requirements.
- 13.5 The County reserves the right to accept or reject any or all bids, or parts of bids; to request rebids; to waive irregularities and technicalities in bids; or to award the bid on a split-order basis, or lump-sum basis; such as shall best serve the requirements and interests of the County.

14. INDEMNIFICATION

- 14.1 The bidder shall indemnify and hold harmless the County, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss of use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 14.2 In any and all claims against the County or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 14.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

15. TERMS OF PAYMENT

- 15.1 Unless other specification provisions state otherwise, payment in full will be made by the County within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

16. LAWS

- 16.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

SPECIFICATIONS

This project shall be subject to and performed in accordance with all applicable provisions of the 1997 *English Edition of the Standard Specifications for Highway Construction* and the *Supplemental Specifications* dated July 12, 2001, of the State of Nebraska, with the following revisions and amendments:

- | | | |
|--|---|--|
| Section 101, Article 101.15. | <u>Commission.</u> | Shall mean the Board of County Commissioners of Lancaster County, Nebraska. |
| Section 101, Article 101.28. | <u>Department.</u> | Shall mean the Lancaster County Engineering Department. |
| Section 101, Article 101.34. | <u>Engineer.</u> | Shall mean the Lancaster County Engineer. |
| Section 101, Article 101.57. | <u>Party of the First Part, the.</u> | Shall mean Lancaster County, Nebraska. |
| Section 101, Article 101.80. | <u>State.</u> | Shall mean Lancaster County, Nebraska. |
| Section 102, Article 102.11. | | Reference to the Department of Roads in the first sentence shall be amended to read "to the County Treasurer of Lancaster County, Nebraska". |
| Section 103, Article 103.02. | | The work "engineer" in the first sentence shall be amended to read "Board of County Commissioners of Lancaster County, Nebraska". |
| Section 103, Article 103.03.
103.04.
103.05. | | These articles are void and do not apply to this Contract.
(See <i>Instructions to Bidders.</i>) |

INSURANCE -- All bidders shall take special note of the *Contractors Comprehensive General Liability* and *Workmen's Compensation and Employer Liability Insurance* requirements of the Contract documents. The Contractor will also be required to provide *Builder's Risk Insurance* if the project involves the construction of a building.

The successful bidder must provide a certificate of insurance in accordance with the Contract documents within fourteen (14) calendar days after acceptance of the bid.

SPECIAL PROVISIONS

DESCRIPTION OF WORK

To build a "stop" sign beacon on the northeast corner of NW 48th Street and Raymond Road.

MATERIALS FOR "STOP" SIGN BEACON AT NW 48TH STREET & RAYMOND ROAD

The "Stop" sign and post are in place on the northeast corner of Raymond Road and NW 48th Street intersection. The following items are needed for the project:

- 1) 1 - 12" Traffic Signal w/Red Lens (TS-1 T11)
 - 2) 1 - B-1 Bracket and Flat Back Wood Pole Hubs
 - 3) 1 - NEMA Dual Circuit Solid State Flasher and 15 amp Circuit Breaker mounted in a key lockable cabinet
 - 4) 1 - 150 watt lamp
 - *5) As Required - 1" Schedule 40 Galvanized Rigid Steel Conduit and Clamps (for above ground installation)
 - *6) As Required - 2" Schedule 40 Galvanized Rigid Steel Conduit (for below ground installation)
 - *7) As Required - Access Fitting with 2" to 1" reduction
 - *8) As Required - #14 AWG IMSA 19-1 (Stranded) or IMSA 20-1 (Solid) Traffic Signal Control Cable
 - *9) As Required - 12/2 w/Ground or #8 USE Electric Service Cable
- *Not provided by County

The Contractor is to provide all materials not provided by the County to complete the "Stop" sign beacon in accordance with the Plans and Specifications.

All County supplied material is available at the Lancaster County Shop at 444 Cherrycreek Road, Building B, Lincoln, Nebraska. Contact Wilbur Auman at the shop (402) 441-7797 to arrange for material pick up.

ELECTRIC SERVICE

Electric service for the flashing beacon is to come from the 40' pole (set 6' deep) located about 66' north of the stop sign. The pole has a transformer from which the electric service will be tapped into.

The Contractor will need to install the control cabinet on the pole approximately 5' above the ground. For service connection, contact Randy Evans or Rick Vomer, Norris Public Power District at (402) 423-3855 and allow for a 48-hour notification lead time.

TRAFFIC CONTROL

The Contractor is to provide for traffic control (signing, flagging, etc.) at the work site in accordance with the latest edition of the *Manual On Uniform Traffic Control Devices*. The Contractor shall erect "Men Working" warning signs for all directions of traffic approaching the work site. Other signing and flagging will be required if a temporary lane closure is needed to perform the work.

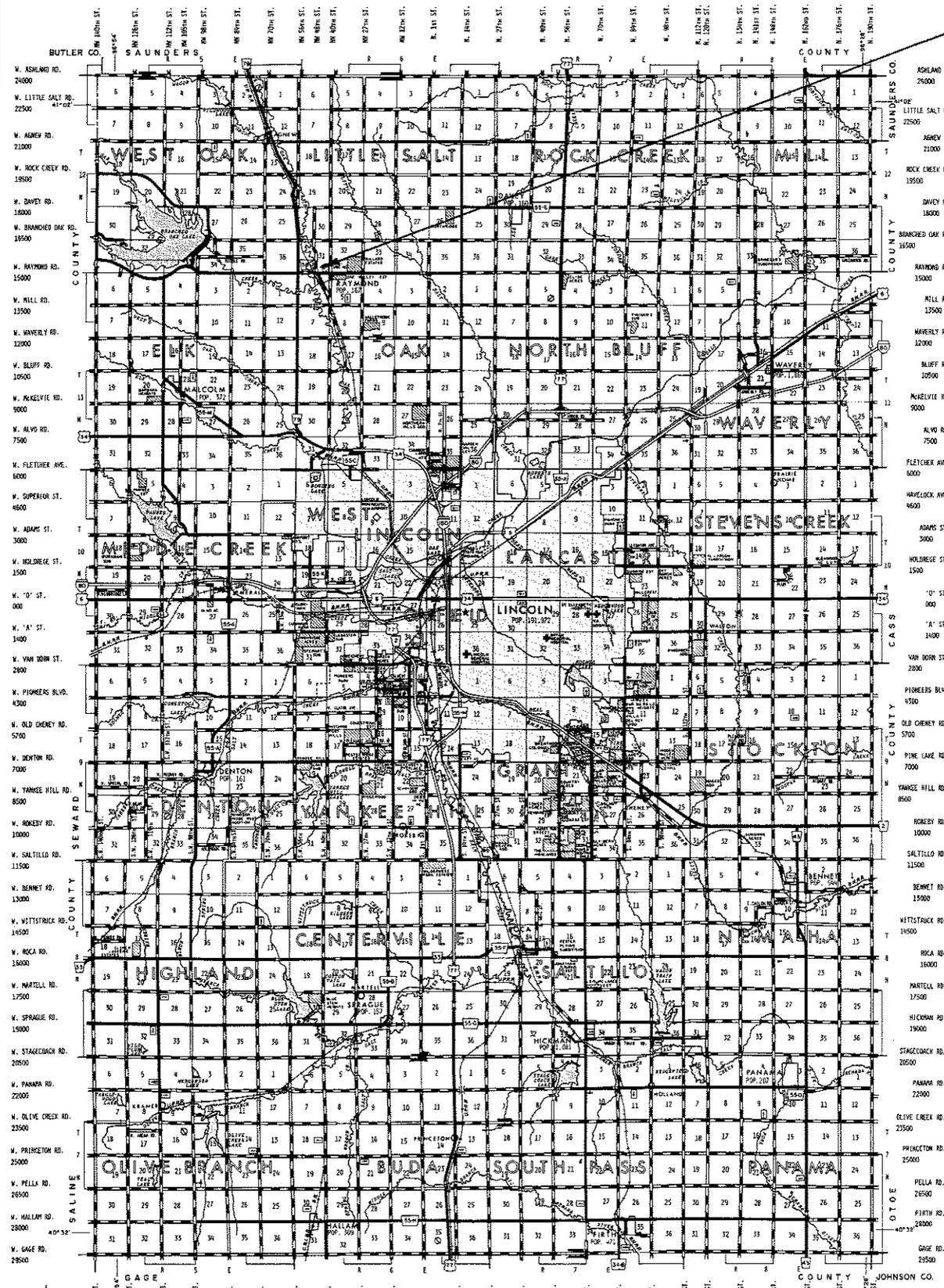
UTILITY LOCATION

Prior to beginning work, the Contractor is to provide for the location of all utilities in the work area. If utility conflicts are found, the Contractor is to notify the County promptly.

COMPLETION OF PROJECT

The installation of the flashing beacon is to be completed by **July 11, 2003** Work days after July 11, 2003, are subject to liquidated damages at the rate specified in Subsection 108.08 of the Standard Specifications.

LANCASTER COUNTY NEBRASKA



STOP
SIGN
BEACON

LEGEND

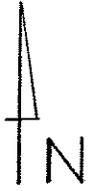
<p>TRANSPORTATION</p> <ul style="list-style-type: none"> INTERSTATE HIGHWAY U.S. HIGHWAY STATE HIGHWAY PAVED COUNTY ROAD GRAVEL ROAD DIRT ROAD MINOR MAINTENANCE ROAD HIGHWAY BRIDGE, ANY TYPE DAM RAILROAD RAILROAD CROSSING OVERPASS (RAILROAD BELOW) UNDERPASS (RAILROAD ABOVE) AIRPORT LANDING AREA OR STRIP DRAINAGE RIVER OR CREEK LAKE OR POND RESERVOIR WITH DAM 	<p>MISCELLANEOUS FEATURES</p> <ul style="list-style-type: none"> INCORPORATED VILLAGE OR CITY UNINCORPORATED VILLAGE SUBDIVISION COUNTY BOUNDARY TOWNSHIP LINE SECTION LINE BUILDINGS STATE CAPITOL HOSPITAL SCHOOL CHURCH CEMETERY CHURCH WITH CEMETERY ADJACENT
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SOURCE: LANCASTER COUNTY RECORDS
 STATE WIDE HIGHWAY PLANNING
 BUREAU OF THE NEBRASKA COUNTY
 HISTORIC MAP AND LATE DATE
 USER SOVEREIGN MAPS

MAP PREPARED AT PUBLIC EXPENSE BY
 LANCASTER COUNTY ENGINEERING DEPARTMENT
 LINCOLN, NEBRASKA
 NOT INTENDED FOR COMMERCIAL PURPOSES

SCALE 0 1 2 3 MILES
 0 1 2 3 KILOMETERS

REV. DATE: 3-4-92



NW. 48th Street

Norris PPD Pole - 40/5
For service connection.
Mount control cabinet
on pole.

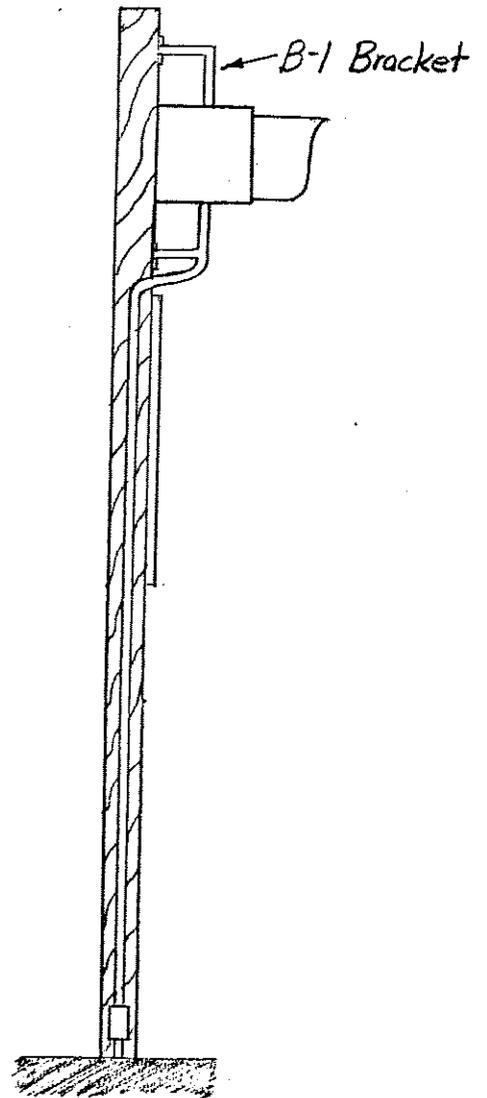
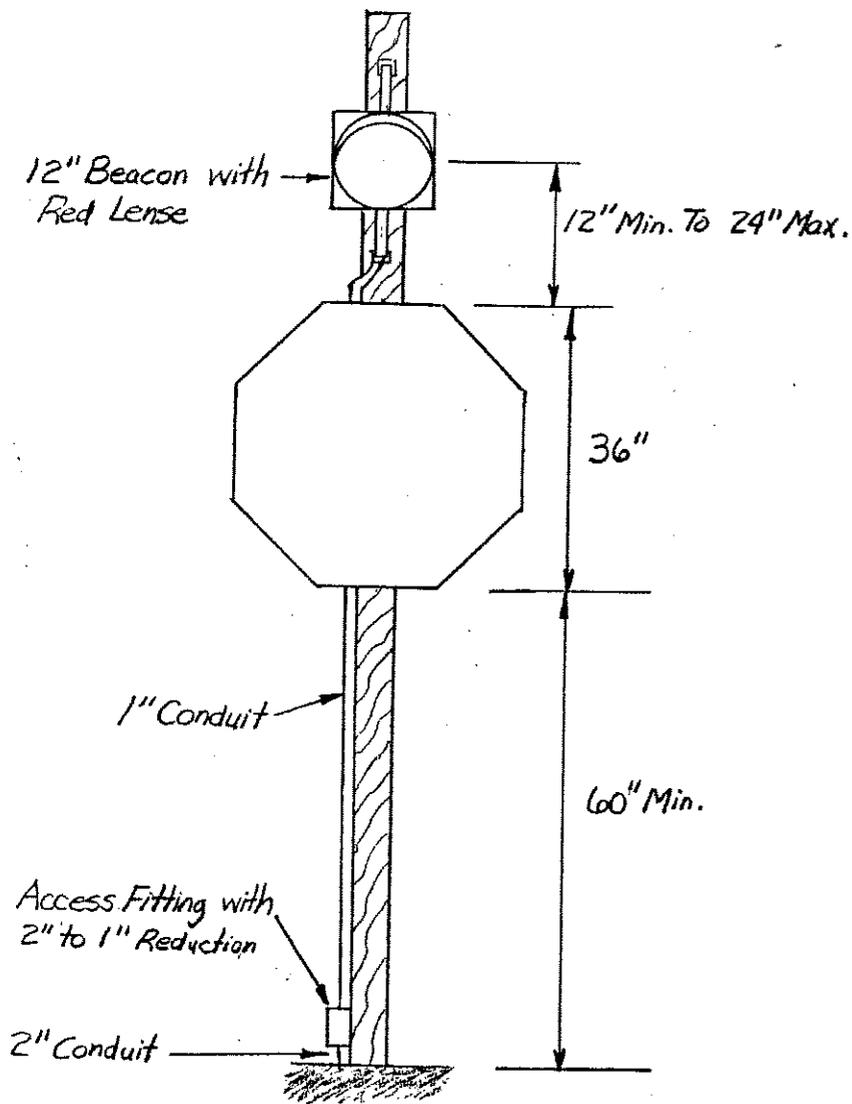
66' APPROX.

Flashing Stop
Sign Beacon

12'

Raymond Road

STOP SIGN BEACON DETAIL



INSURANCE CLAUSE FOR ALL COUNTY CONTRACTS

The Contractor shall indemnify and save harmless, to the fullest extent allowed by law, Lancaster County, Nebraska from and against all losses, claims, damages and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death or injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by LANCASTER COUNTY, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

- A. Workers' Compensation Insurance and Employer's Liability Insurance: The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. Coverage shall be provided by an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain Employer's Liability Insurance similarly to the Contractor.

Workers' Compensation - Required limits:

Coverage A - Coverage will include Statutory requirements

Coverage B - Employers Liability

\$100,000 Each Person

\$100,000 Each Person by Disease

\$500,000 Policy Limit - Disease

B. General Liability Insurance

1. The Contractor shall maintain during the life of this contract, Commercial General Liability Insurance, naming and protecting him and Lancaster County against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The insurance requirements are:

Commercial General Liability (form CG0001 or equivalent) with limits of:

\$1,000,000 Each Occurrence

\$1,000,000 Personal Injury

\$2,000,000 Products/Completed Operations

\$2,000,000 General Aggregate

and:

1. Coverage shall include Contractual Liability coverage insuring the contractual exposure as addressed in this contract.
2. There shall be no exclusion or limitation for the Explosion (X), Collapse (C) and Underground (U) hazards.

3. Coverage shall also include Products/Completed Operations.
 4. **Lancaster County shall be named as Additional insured (CG2010 or equivalent).**
 5. The Commercial General Liability coverage shall be endorsed with the Designated Construction Project(s) General Aggregate Limit endorsement (CG 25 03 or equivalent).
- C. **Automobile Liability Insurance:** The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from the operations of any owned, hired, or now-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:
- Bodily Injury and Property Damage 1,000,000 Combined Single Limit
- D. **Builder's Risk Insurance: (*For Building Construction Contracts Only*)** Unless otherwise specified where buildings are to be constructed under this contract, the Contractor shall provide coverage for all direct physical loss (also known as "Special Causes of Loss"). Such insurance shall be written on a Replacement Cost basis covering such building in the amount equal to one-hundred percent (100%) of the contract amount (minimum) as specified herein. Losses, if any, shall be made payable to LANCASTER COUNTY and Contractor as their interest may appear. A certificate of insurance evidencing such insurance coverage shall be filed with LANCASTER COUNTY by the time work on the building begins and such insurance shall be subjected to the approval of LANCASTER COUNTY.
- E. **Minimum Scope of Insurance:** All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has A.M. Best's Rating of no less than A:VII unless specific approval has been granted by LANCASTER COUNTY.
- F. **Certificate of Insurance:** All Certificates of Insurance shall be filed with LANCASTER COUNTY on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance, coverage modifications and endorsements required by the preceding Sections A, B, C, D and showing LANCASTER COUNTY is an additional insured where required. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide LANCASTER COUNTY thirty days, notice of cancellation non-renewal or any material reduction of insurance coverage.

The original certificate shall be provided to Lancaster County as designated and a copy to: Office of Risk Management, Lancaster County (555 So. 9th Street, Lincoln, NE 68508)