

SPECIFICATIONS

**Striping of County Roads and Various City
Streets including Roads within Cass County
and the Cities of Bellevue, Papillion, LaVista,
Ralston and Gretna
For
Public Works Department**

SARPY COUNTY, NEBRASKA

PROPOSALS DUE: 3:00 p.m., Tuesday, March 13, 2012

General Information

Notice to Vendors

Sarpy County is seeking proposals for Striping of County Roads and Various City Streets including Roads within Cass County and the Cities of Bellevue, Papillion, LaVista, Ralston and Gretna for the Public Works Department. The successful Vendor will enter into a Contract (see attached Exhibit "A") for a period of one (1) year commencing on May 1, 2012 through April 30, 2013, with two (2), one (1) year option periods.

Sealed bids will be received Monday through Friday 8:00 a.m. to 4:45 p.m. except holidays, until 3:00 p.m., Tuesday, March 13, 2012. Bids shall be in a sealed envelope, clearly marked "Sealed Bid - Striping of County Roads and Various City Streets including Roads within Cass County and the Cities of Bellevue, Papillion, LaVista, Ralston and Gretna" and shall have the name of the Vendor, and the time and date of the bid opening. **Do not fax bids, only sealed bids will be accepted.**

Submit one (1) original and two (2) copies of the entire Bid Form including attachments.

Requests for information and clarification questions must be received by March 8, 2012 at 12:00 P.M. in order for Sarpy County to have time to issue an addendum.

Bidding criteria must be received from Beth Garber, Purchaser, 1210 Golden Gate Drive, Papillion, NE 68046, (402) 593-4476, bgarber@sarpy.com or via the internet at www.sarpy.com.

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

Bids must be sent to:

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

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

Bid opening will be a public opening to be held during the Sarpy County Board of Commissioners Meeting at 1210 Golden Gate Drive, Papillion, NE. The bid opening will be at 3:00 p.m., Tuesday, March 13, 2012.

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

Sarpy County will not be liable for costs incurred by Vendors for proposal preparation, printing,

demonstration, or any other costs associated with or incurred in reliance on proposal creation. All such costs shall be the responsibility of the Vendor.

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

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

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

Procedures for Evaluation and Awarding of Bid

1. Evaluation will be done by Beth Garber, Sarpy County Purchaser along with personnel from the Public Works Department. After evaluation the Purchaser will make a recommendation to the County Board of Commissioners for award. This recommendation and pending award will be made at a public meeting of the Board of Commissioners. Agendas are available each Friday afternoon on our internet site www.sarpy.com. The Commissioners award the bid by majority vote.
2. The following factors will be used to consider the award of the bid, where applicable:
 - a. Compliance with all requirements.
 - b. Price.
 - c. The ability, capability, and skills of the Vendor to perform.
 - d. The character, integrity, reputation, judgment, experience, and efficiency of the Vendor.
 - e. The quality of previous performance.
 - f. Whether the Vendor can perform within the time specified.
 - g. The previous and existing compliance of the supplier with laws.
 - h. The life-cost of the personal property or services in relation to the purchase price and specified use.
 - i. The performance of the personal property or service taking into consideration any commonly accepted tests and standards of product, service, usability and user requirements.
 - j. The energy efficiency ratio as stated by the supplier.
 - k. The life-cycle costs between alternatives for all classes of equipment, the evidence of expected life, the repair and maintenance costs, and the energy consumption on a per year basis.
 - l. Such other information as may be secured having a bearing on the decision.

Terms and Conditions:

1. Information, Discussion, and Disclosures:

- a. Any information provided by Sarpy County to any Vendor prior to the release of this Request for Proposal ("RFP"), verbally or in writing, is considered preliminary and is not binding on Sarpy County.
- b. The Vendor must not make available nor discuss any cost information contained in the sealed copy of the proposal to or with any employee of Sarpy County from the date of issuance of this RFP until the contract award has been announced, unless allowed by the Sarpy County Purchasing Department in writing for the purpose of clarification or evaluation.
- c. No interpretation of the meaning of the specifications, or other bidding documents, nor correction of any ambiguity, inconsistency, or error therein will be made orally to any Vendor.
- d. Every request for such interpretation or correction should be in writing, addressed to the Sarpy County Purchaser, Beth Garber, 1210 Golden Gate Drive, Papillion, NE 68046 or bgarber@sarpy.com. **Requests must be received by 12:00 p.m., March 8, 2012 in order for Sarpy County to have time to issue an addendum. Requests received after deadline may not be considered.** In case Sarpy County finds it expedient to supplement, modify, or interpret any portion of the bidding documents prior to the proposed bid date, such procedure will be accomplished by the issuance of written addenda to the RFP which will be mailed or delivered to all prospective Vendors at the respective addresses furnished for such purpose.

2. Addenda:

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

3. Confidentiality of Documents:

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

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

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

4. Non-Discrimination Clause:

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

5. Conflict of Interest Clause:

Pursuant to Neb Rev. Stat. §23-3113 (Reissue 1997), the parties hereto declare and affirm that no officer, member, or employee of the County, and no member of its governing body, and no other public official of the County who exercises any functions or responsibilities in the review or approval of the undertaking described in this Contract, or the performing of services pursuant to this Contract, shall participate in any decision relating to this Contract which affects his or her personal interest, or any corporation, partnership, or association in which he or she is directly or indirectly interested; nor shall any employee of the County, nor any member of its governing body, have any interest, direct or indirect, in this Contract or the proceeds thereof.

6. Supplemental Terms and Conditions/Modifications:

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

7. Term:

The Contract will be for a one (1) year period commencing on May 1, 2012 until April 30, 2013, with two (2), one (1) year option periods. 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 Vendor. If Sarpy County does not receive any notification of price changes, the prices

are to remain the same.

8. Renewal:

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

9. Termination:

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

10. Residency Verification:

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

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

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

11. Breach:

Should Vendor breach, violate, or abrogate any term, condition, clause or provision of this agreement, the County shall notify Vendor in writing that such an action has

occurred. If satisfactory provision does not occur within ten (10) days from such written notice the County may, at its option, terminate this agreement and obtain an alternate provider to provide all required materials. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

12. Insurance Requirements:

Insurance to be provided as indicated in the attached agreement.

13. Assignment:

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

14. Subcontracting:

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

15. Independent Contractor:

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

16. Indemnity:

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

SPECIAL PROVISIONS:

The Standard Specifications for Highway Construction Series 2007 and the Supplemental Specifications of 2007, of the Department of Roads of the State of Nebraska, are hereby made a part of the Contract of the Construction of this project, except where otherwise stipulate.

1. Description of Work

The work contemplated in the Proposal consists of Striping of 350 line miles of roads in Sarpy County, 138 line miles within various City limits, 3 line miles within the city limits of Ralston and 210 line miles within Cass County. That is a total of 560 line miles of County roads and 141 line miles of City roads.

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. Working Days

Working days shall refer to all days except Sundays and Holidays when the temperature is above 60 degrees and rising, which are suitable for the construction of this project. Such working days shall start the date of Contractor's Notice to Proceed.

4. Taxes

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

5. 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 granted only because of strikes, unavailability of properly ordered materials, or other causes beyond the Contractor's control.

Company warrants that pursuant to Neb Rev. Stat. 48-2101, et seq. (1994 Cum. Supp.)

It has registered as a Contractor with the State of Nebraska, and that it, and any and all subcontractors it may retain or has retained are also registered as required by law, and that it and its subcontractors have obtained any and all necessary licenses and permits required by federal law, state law and/or county ordinances for the work described herein.

7. Representation

A Representative from each City and County will be required to accompany the Contractor. This is to ensure that all roadways are located and are properly marked. A twenty-four (24) hour notice will be required prior to striping of the roadways involved within county limits and city limits.

8. Approximate Quantities

The quantities shown on the proposal are approximate and the owner reserves the right to adjust the actual quantities without adjustments in the unit prices.

9. Billing

The Contractor will be billing the entities separately using per Gallon Bid Price. Sarpy County will have no obligation for work performed other than for Sarpy County.

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

10. Company Information

Vendor will provide the following company information on the Bid Form:

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

11. References

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

12. 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.

13. Exceptions

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

TECHNICAL SPECIFICATIONS:

NOTE: The start date for the striping of the Sarpy County Roads will be NO LATER THAN JUNE 15, 2012, weather permitting. 100% to be painted by July 17, 2012.

1. The paint shall be State of Nebraska Specification for **ACRYLIC RESIN WATERBORNE TRAFFIC PAINT**. This shall be for both yellow and white. Contractors may also bid Option 1: All Weather Paint (See Technical Specifications - Option 1).
2. The paint Beads shall be the State of Nebraska Specification for Type I (Floating).
3. Centerline Painting shall be Yellow in color, width five inches (5"), with a film thickness of fifteen (15) mils, maximum applied temperature is to be one hundred thirty to one hundred fifty (130-150) degrees. Glass Beads shall be applied at a rate of six to eight (6-8) pounds per gallon of paint. Skip Phase shall be ten to thirty (10-30) feet.
4. Separation of a lane painting on four (4) Lane Roads shall be White in color, width five inches (5"), with a film of thickness of fifteen (15) mils, maximum applied temperature is to be one hundred thirty to one hundred fifty (130-150) degrees. Glass Beads shall be applied at a rate of six to eight (6-8) pounds per gallon of paint. Skip Phase shall be ten to thirty (10-30) feet.
5. Edge of road shall be solid white in color, width five inches (5"), with a film thickness of fifteen (15) mils. Glass Beads shall be applied a rate of six to eight (6-8) pounds per gallon of paint. This edge strip shall be applied to both sides of the road.
6. The County has previously painted the hard surfaced roads. The Designated Centerlines, Centerline for Passing, No Passing Zones and edge lines will be duplicated. Any Roadway that has not been previously marked, the county will lay out the appropriate zones.
7. All striping operations will stop when the wind is blowing at a rate of twenty miles per hour (20 mph) or greater.
8. All surfaces must be clean of gravel and dirt before applying any paint to the road surface.
9. All surfaces must be dry from moisture before applying any paint to the road surface.

10. Sarpy County and the other entities will clean and prepare the road surfaces prior to Contractor Painting. The ultimate responsibility of clean surfaces rests with the Contractor.
11. Contractor will be responsible for Traffic Control and Safety to his crews. Road Cones shall be used in High Traffic Areas to protect the Painted Stripes.

TECHNICAL SPECIFICATIONS - OPTION 1 ALL WEATHER PAINT:

All terms and conditions remain unchanged from the Technical Specifications, with the exception of All Weather Paint Specifications, listed below.

1. Description

This work shall consist of furnishing and installing a multiple component, retro-reflective traffic marking system in accordance with this provision and in reasonably close conformance to the dimensions and lines shown on the plans or established by the engineer.

This specification describes the system which consists of an acrylic, high build, fast drying, white and yellow waterborne traffic marking paint; bonded core elements; and glass beads that can be used on bituminous and Portland cement pavements.

The waterborne traffic marking paint shall be applied by spray method onto asphalt cement, concrete, and Portland cement concrete surfaces and immediately followed by application of bonded core reflective elements and glass beads. Upon drying, the resulting traffic marking shall be adherently reflectorized and capable of resisting deformation by traffic.

2. Requirements

GENERAL

The markings shall be comprised of a durable, low VOC, fast drying, white and yellow waterborne traffic paint with an acrylic polymer emulsion and with reflective media adhered to the paint. The reflective media shall consist of glass beads as well as bonded core reflective elements.

COMPOSITION

Waterborne Traffic Marking Paint:

This finished paint shall be formulated and manufactured from first-grade materials and shall be a fast drying, water based, acrylic resin type paint capable of withstanding air and roadway temperatures without bleeding, staining, discoloring, or deforming.

Condition in the Container:

The paint, as received, shall show no evidence of biological growth, corrosion of the container, livering or hard settling. The paint shall be returned to a smooth and homogeneous consistency, which is free from gel structures, persistent foam or air bubbles - using only hand mixing.

Shelf Life:

When stored in a three quarters filled can for a period of thirty days, the paint shall be in homogeneous state with no skinning, curdling, hard setting or caking that cannot be readily remixed.

Degree of Settling, Minimum:

	<u>White</u>	<u>Yellow</u>
ASTM D869	7	7

A 500 ml (1 pint) paint can is filled with well mixed sample. The can is capped and allowed to set undisturbed at standard conditions for fourteen (14) days. Standard conditions are defined here as: 23 +/- 2 degrees Celsius and 50 +/- 5% relative humidity. The settling is then determined as specified in ASTM D869. The 1-quart laboratory samples of each batch, as received, shall also pass this test.

Nonvolatile Content:

	<u>White</u>	<u>Yellow</u>
Weight %	77	76
ASTM D2369	+/-2.0	+/-2.0

Pigment Content:

	<u>White</u>	<u>Yellow</u>
Weight %	60	58
ASTM D3723	+/-2.0	+/-2.0

Percent Nonvolatile in Vehicle (%NVV):

	<u>White</u>	<u>Yellow</u>
Weight %, Minimum	42	42

Calculated as:
$$\%NVV = \frac{\% \text{ Nonvolatile Content} - \% \text{ Pigment}}{100 - \% \text{ Pigment}} \times 100$$

Density:

	<u>White</u>	<u>Yellow</u>
g/ml at 25 degrees C	1.68 +/- .04	1.63 +/- .04
ASTM D1475	(14.0 lbs/Gal)	(13.6 lbs/Gal)

Consistency:

	<u>White</u>	<u>Yellow</u>
K.U. at 25+/-1 C	80-95	80-95
ASTM D562A		

Fineness of Dispersion:

	<u>White</u>	<u>Yellow</u>
Hegman, minimum	3.0	3.0
ASTM D1210		

Dry to No Pick-Up Time, Without Beads:

	<u>White</u>	<u>Yellow</u>
Minutes, maximum	10	10
ASTM D711		

Dry, Through, at 90% Relative Humidity:

	<u>White</u>	<u>Yellow</u>
Minutes, maximum	120	120
ASTM D1640		

A 15 mil wet film of the candidate paint placed immediately in a humidity chamber maintained at 72.5 degrees F +/- 2.5 degrees F and 90% +/- 3 relative humidity shall have a "dry-through" time less than, equal to, or up to fifteen (15) minutes longer than the specifier's laboratory reference paint when run at or close to the same time. Alternatively, 120 minutes maximum dry through can be used. The dry through time must be tested in accordance with ASTM D1640, except that the pressure exerted will be the minimum needed to maintain contact between the thumb and film.

Volatile Organic Compounds (VOC):

	<u>White</u>	<u>Yellow</u>
Grams per liter paint	150	150
Excluding water, maximum		

Use ASTM D3960 or other approved method in effect at the time of paint manufacture to determine the VOC level and water content of the paint.

Flashpoint:

	<u>White</u>	<u>Yellow</u>
Degree Celsius	60	60
Minimum, ASTM D93 Method A		

Flexibility:

	<u>White</u>	<u>Yellow</u>
Method B	Pass	Pass
ASTM D522		

Use 100x150 mm tin plated steel panels 250 thick. Prepare the panel by lightly buffing one side of Grade 0 (medium fine) steel wool, followed by cleaning with toluene and drying. Draw down the paint on the buffed side of the panel to a wet film thickness of 130. Air dry the panels for 24 hours at standard conditions, then back for five (5) hours at 105 +/-2 Degrees C and finally condition the panel for thirty (30) minutes at standard conditions. Bend the panel 108 degrees over a 13 mm mandrel in one (1) second, then examine under a magnification of ten (10) diameters. The paint film shall not crack, chip or flake when the panel is bent around the mandrel.

Appearance:

<u>White</u>	<u>Yellow</u>
Pass	Pass

Draw down a 330 thick wet film of paint on a glass plate and allow to dry for 24 hours at standard conditions. The paint shall produce a film which is smooth, uniform, and free from grit, undispersed particles, craters, pinholes and cracking.

Dry Opacity:

	<u>White</u>	<u>Yellow</u>
Minimum	.93	.87

On a black-white Leneta chart, Form 2C-Opacity, draw down a uniform 130 (+/- 5) thick wet film of paint covering both the black and white portions of the chart. Measure the wet film thickness with an appropriate gauge. Dry for 24 hours at standard conditions. Use a BYK-Gardner "Color Guide" Spectrophotometer to measure the opacity according to the manufacturer's instructions. Calibrate the spectrophotometer according to the manufacturer's instructions using 2 Degree Observer/Illuminant "C" measurement conditions, and the (Y, x, y) color system.

Yellowness Index:

	<u>White</u>	<u>Yellow</u>
Maximum	8	-

Draw down a 330 thick wet film of the white paint on two 75x150 mm chromate treated aluminum panels (i.e. Q Panel Co., type AL). Dry for 24 hours at standard conditions. Save one panel for the Accelerated Weathering test. Using a BYK-Garden “Color Guide” Spectrophotometer, follow the manufacturer’s instructions, and measure the Yellowness Index of the white paint film using the ASTM E313 mode.

Daylight Luminous Reflectance:

<u>White</u>	<u>Yellow</u>
≥87	47-60

Using the drawn down panels prepared in previous sections, measure the reflectance of the white and yellow paint films using the BYK-Gardner “Color Guide” spectrophotometer. Follow the manufacturer’s instructions to obtain the reflectance or “Y” value.

Yellow Color:

Draw down the yellow paint on two chromate treated aluminum panels as described in previous sections. One panel should be used for the Accelerated Weathering test. Retain the other yellow panel as control and for the Reflectance test. The yellow color shall match Federal Standard 595b, color #33538.

Accelerated Weathering Test:

Ultraviolet Light and Condensate Exposure, 300 hours total
ASTM; G154 and G151.

Prepare samples of the white and yellow paints as described in above sections. Alternately expose the samples to eight (8) hours of UV exposure at 60 Degrees C, followed by four (4) hours condensate exposure at 50 Degrees C - in a QUV Accelerated Weathering Tester. Type UVA-340 bulbs are used at an irradiance level of 0.77 watts per square meter per nm. at 340 nm., as measured at the sample surface during the UV cycle. After 300 hours total exposure the paint samples shall meet the requirements below.

White - Yellowness Index after weathering, maximum 12
Yellow - Must pass Yellow Color test after weathering

Scrub Resistance:

	<u>White</u>	<u>Yellow</u>
Cycles, minimum	800	800

Follow the procedure in ASTM D2486. Prepare a panel using an appropriate bird doctor blade that will produce a uniform dry film thickness of paint between 80 and 100. Dry the panel for 7 days at standard conditions. The panel shall require more than 800 cycles to remove the paint film in one continuous line across the width of the shimmed area.

Lead:

	<u>White</u>	<u>Yellow</u>
mg/kg in dried paint maximum, ASTM D3335	20	20

The white and yellow paints shall be free of lead, mercury, cadmium, hexavalent chromium and other toxic heavy metals as defined by the United States Environmental Protection Agency.

	<u>White</u>	<u>Yellow</u>
Chromium, mg/kg in dried paint, maximum, ASTM D3718	5	5

Thick Application Cracking Resistance:

	<u>White</u>	<u>Yellow</u>
	Pass	Pass

On a black-white Leneta chart, Form 2C-Opacity, draw down a stripe of the paint 75 mm wide and at least 150 mm long and having a 1530 ± 130 wet film thickness. Allow the paint to dry for 48 hours at standard conditions on a horizontal surface. After 48 hours the paint film shall not contain any cracks.

pH:

	<u>White</u>	<u>Yellow</u>
Minimum ASTM E70	9.9	9.9

Acrylic Polymer Emulsion:

The paint shall consist of a commercial high build acrylic polymer emulsions.

Reflective Media:

The reflective media shall be made up of reflective bonded core elements and glass beads for drop on application and shall conform to the following requirements.

Bonded Core Reflective Elements:

The bonded core reflective elements shall contain either clear or yellow tinted microcrystalline ceramic beads bonded to the outer surface.

Index of Refraction - All microcrystalline ceramic beads bonded to reflective elements shall have a minimum index of refraction of 1.8 when tested using the liquid oil immersion method.

Testing Procedure - Refractive index of beads by liquid immersion

Equipment Required:

- Microscope (minimum 100X magnification)
- Light Source - preferably sodium light or other monochromatic source, but not absolutely essential
- Refractive Index Liquids
- Microscope Slide and Slide Cover
- Mortar and Pestle

Procedure:

- Using the mortar and pestle, crush a few representative beads and place a few of these crushed particles on a microscope slide.
- Place a drop of refractive index liquid, with an index as close to that of the crushed particles as can be estimated, on the particles.
- Cover the slide with a microscope slide cover and view the crushed particles by transmitted light normal to the slide surface (illuminated from the bottom).
- Adjust the microscope mirror to allow a minimum light intensity for viewing. This is particularly important if sodium light is not used.
- Bring a relatively flat and transparent particle into focus.
- By slightly raising and lowering the objective (microscope tube), look for one or both of the following:

Becke Line - This light line will appear to move either into the particle or away from it. In general, if the objective is raised, the line will move toward the material of higher refractive index; if the objective is lowered, the line will move toward the material of lower index.

Variation in Particle Brightness

When raising the objective from a sharp focus, the particle will appear to get brighter or darker than the surrounding field. If it becomes brighter, the particles have a higher refractive index than the liquid. If it becomes darker, the glass has a lower refractive index than the liquid. In both cases, the opposite will be true if the objective is lowered.

This test can be used to confirm that the beads are above or below a specified index. It can also be used to give an accurate determination of the index (+ or - 0.001). This is done by using several refractive index liquids until a match or near match of indices occurs. The index of the glass will equal that of the liquid when no Becke line and no variation in bead brightness is observed.

The size and quality of the beads shall be such that the performance requirements for the retro-reflective material shall be met.

Acid Resistance

A sample of microcrystalline ceramic reflective elements supplied by the manufacturer, shall show resistance to corrosion of their surface after exposure to a 1% solution (by weight) of sulfuric acid. The 1% acid solution shall be made by adding 5.7cc of concentrated acid into 100cc of distilled water. CAUTION: Always add the concentrated acid in the water, not the reverse.

Place 10g of the beads in a 100ml beaker and cover with 30-40 ml of the 1 weight percent sulfuric acid solution. Cover the beaker to prevent evaporation and allow the sample to be exposed for 24 hours under these conditions. Then decant the acid solution and rinse the sample with fresh DI water followed by drying the sample in 150 Degree F (66 Degree C) oven for approximately 15 minutes or until the sample is dry. Microscopic examination (20X) shall show not more than 15% of the beads having the formation of a very distinct opaque white (corroded) layer on their entire surface to be classified as passing the acid resistance test.

Glass Beads:

The required glass beads shall have an index of refraction of 1.5 when tested by the immersion method at 25 Degrees C (77 Degrees F). The glass beads shall be surface treated for optimal performance with waterborne traffic marking paint. The glass beads shall have a minimum of 70% Rounds as measured according to ASTM D1155. The surface of the glass beads shall be free of pits and scratches. The glass beads retained on the #40 U.S. Mesh Sieve (425 microns) shall have minimum crush strength of 30 pounds in accordance with ASTM D 1213. The glass beads shall conform to either of the following gradation specifications.

P40 or equivalent

U.S. Standard Sieve Number	Size of Microns	% Passing by Weight
20	850	90 - 97
30	600	50 - 75
40	425	15 - 45
50	300	0 - 15
80	180	0 - 5

AASHTO M247 Type 1 or equivalent

U.S. Standard Sieve Number	Size of Microns	% Passing by Weight
20	850	100
30	600	75 - 95
40	425	-
50	300	15 - 35
80	180	-
100	150	0 - 5

3. Characteristics of Finished Traffic Marking

Because of normal variances in road surfaces, application processes, and measurement the properties of the markings made from the materials specified herein will vary from one installation to the next. When the materials are applied according to the

specifications in Section 3, they shall be capable of forming markings with the following reproducibility of properties:

SKID RESISTANCE

The average initial skid resistance shall be 45 BPN or greater when tested according to ASTM E303.

RETRO-REFLECTANCE

The initial retro-reflectance averaged over many installations shall be at least the values in the following table:

Retro-Reflectivity (mcd(ft ⁻²)(fc ⁻¹) {metric equivalent mdc ⁻² }(lux ⁻¹)}		
	White	Yellow
Dry	350	275
Wet recovery (ASTM 2177)	350	275
Wet continuous (ASTM 2176)	100	75

The initial retro-reflectance of a single installation shall be the average value determined according to the measurement and sampling procedures outlined in ASTM D 6359, using a 30-meter (98.4 feet) retroreflectometer. The 30-meter retroreflectometer shall measure the coefficient of retroreflected luminance, R_L shall be expressed in units of millicandelas per square foot per foot-candle [mdc (ft⁻²)(fc⁻¹)]. The metric equivalent shall be expressed in units of millicandelas per square meter per lux [mdc (m⁻²)(lux⁻¹)].

Initial performance of pavement markings shall be measured within seven (7) days after application.

ON THE ROAD TRACK FREE TIME

When installed at 77 Degrees F and at a wet film thickness of 25 ±2mils, the markings shall reach a no-track condition in less than five (5) minutes. Track-free shall be considered as the condition where no visual deposition of the traffic paint marking to the pavement surface is observed when viewed from a distance of fifty (50) feet, after a free-rolling traveling vehicle's tires have passed over the line. The track-free time shall not increase substantially with decreasing temperature.

COLOR AFTER APPLICATION

The color of the applied white and yellow stripes and markings (with beads) shall

conform to the daytime and nighttime color requirements in ASTM Designation: D 6628.

4. Application

The Contractor shall furnish equipment and apply the materials according to the following specifications:

EQUIPMENT

The equipment shall be capable of producing markings that meet the specifications contained herein using the materials specified in the appropriate section.

1. The equipment shall be mobile, truck mounted and self-contained pavement marking machine.
2. The equipment shall be designed to maintain a uniform rate of speed at increasing or decreasing road grades.
3. The equipment shall be capable of air blasting the pavement, spraying the traffic marking paint and immediately dropping the reflective elements and glass beads in a single pass at speeds up to eight (8) mph.
4. If using equipment containing a heat exchanger, it shall be capable of heating and maintaining the heated temperature of the liquid not exceeding 100 Degree F in the heat exchanger and 100 Degree F at the spray nozzle to enable proper spraying of the traffic marking paint.

At any time throughout the duration of the project, the Contractor shall provide free access to his application equipment for inspection by the Engineer, his authorized representative, or a materials representative.

APPLICATION CONDITIONS

1. **Moisture:** The marking shall only be applied during conditions of dry weather and when the pavement surface is dry and free of moisture.
2. **Air Temperature and Humidity:** The marking shall only be applied when road and air temperatures are above 60 Degrees F under humidity conditions of 85% or less.
3. **Surface Preparation:** Marking operations shall not begin until applicable surface preparation work is completed and approved by the Engineer.
 - a. Prior to applying the markings, the Contractor shall remove all curing compounds on new Portland cement concrete surfaces.

- b. Prior to applying the markings, the Contractor shall remove all dirt, sand, dust, oil, grease and any other contaminants from the road surface.
- 4. Dimensions: The reflectorized pavement markings shall be placed only on properly prepared surfaces and at the widths and patterns as designated on the contract plans. The markings shall be applied in accordance with the "Manual on Uniform Traffic Control Devices" and in accordance to the Engineer's plans.
- 5. Other Restrictions: The Engineer and/or Contractor shall determine further restrictions and requirements of weather and pavement conditions necessary to meet all other application specifications and produce markings that perform to the satisfaction of the Engineer. If the pavement surface contains heavy tines or very large aggregate used in open grade friction course or stone matrix asphalt mixes it may require additional surface preparation prior to application of liquid traffic marking system.
- 6. Liquid Thickness: The liquid paint shall be applied at 25 mil \pm 2 mil wet film thickness.
- 7. Reflective Media Application: The specified reflective media shall be dropped at rates to achieve the following coating weights:

Units	Glass Beads	Composite Reflective Elements
Pounds per 4-inch linear foot	0.026 lbs/4-inch lf	0.011 lbs/4-inch lf
Grams per 4-inch linear foot	12 grams per 4-inch lf	5 grams per 4-inch lf
Pounds per gallon - 25 mils, 190 theoretical feet per gallon (4" line width)	5.3 lbs/gals	2.1 lbs/gal

- 8. Overspray: The Contractor shall ensure the traffic paint does not exhibit excessive overspray.
- 9. Adhesion: The Contractor shall ensure that the traffic paint is well adhered to the road surface and that the beads and elements are well adhered to the binder.
- 10. Marking Performance: The typical average initial retroreflectance of the markings shall be those in the table below:

Condition	White	Yellow
Dry	350	275

Wet recovery (ASTM 2177)	350	275
Wet continuous (ASTM 2176)	100	75

The average initial retroreflectance shall be determined according to the measurement and sampling procedures outlined in ASTM D 6359, using 30 meter retroreflectometer. The 30 meter retroreflectometer shall measure the coefficient of retroreflected luminance, R_L shall be expressed in units of millicandelas per square foot per foot candle $[(mcd(ft^{-2})(fc^{-1}))]$. The metric equivalent shall be expressed in units of millicandelas per square meter per lux $[(mcd(m^{-2})(lux^{-1}))]$.

initial performance of pavement markings shall be measured within seven (7) days after application.

5. Inspection and Testing

During the application of the traffic paint, the Engineer may request the following tests to verify application to the parameters required in this specification.

1. **Liquid Thickness:** During appropriate locations along the alignment of the project site, the Engineer may obtain a sample of the wet traffic paint applied onto a test panel of aluminum for the purposes of checking for proper wet traffic paint film thickness. The traffic paint shall be applied without reflective elements or glass beads. Upon drying of the liquid material, the dry thickness shall be verified by the Engineer to meet the requirements of Section "Application Conditions - Liquid Thickness" in this specification. The Contractor shall provide to the Engineer the application speed of the equipment during the time of the sample.
2. **Reflective Media:** When required by the Engineer, the Contractor shall demonstrate to the Engineer the proper calibration of reflective elements and glass beads compared with the manufacturer's requirement. The calibration shall be conducted with a graduated cylinder or other similar device. Reflective elements or glass beads shall be collected from the reflective elements and glass bead guns for a timed period. The volume of the reflective elements and glass beads collected shall be measured and compared with the manufacturers requirements.
3. **Application Panel:** The Contractor shall provide to the Engineer at least one dry sample coated on aluminum, with typical dried liquid paint and reflective media applied onto the surface. This sample will serve as a record of the project application conditions and settings.

6. Contract Units, Basis for Payment

1. Retroreflective markings will be paid for at the contract unit price (in gallons), which shall be full compensation for cleaning and preparing the pavement surface, for furnishing and placing all materials, and for all materials, labor, tools, equipment, and incidentals necessary to complete the work.
2. When materials are found to be non-conforming under these Specifications, the Contractor shall bear full responsibility for all repair work and associated costs, including purchase of replacement materials at no cost.
3. When the fault of non-conformance with the specification is indeterminate or in dispute, the materials supplier shall provide replacement materials and the Contractor shall repair the markings, both at no cost to the Engineer and/or County.

EXCEPTIONS/CLARIFICATIONS/COMMENTS

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

9. _____

10. _____

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 _____, 2012

The conditions of this obligation are such that:

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

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

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

It is further expressly agreed and understand that this bond shall stand as maintenance surety for the period of two (2) years on faulty materials and workmanship only. Nothing herein shall be construed to 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 _____, 2012, and said Surety has caused these presents to be sealed with its Corporate Seal, and duly attested by the signature of its attorney-in-fact, and their authority is attached hereto and made a part thereof.

Witness

Principal

Witness

President

Countersigned By:

Surety

By:

Attorney-In-Fact

COMPANY NAME: _____

Sarpy County, Nebraska

Striping of County Roads and Various City Streets including Roads within Cass County and the Cities of Bellevue, Papillion, LaVista, Ralston and Gretna

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

1. Total Linear Mileage of Roadways to be Painted (County Roads)			
Location	Yellow Paint (miles)	White Paint (miles)	Total Paint Miles
Sarpy County	153	197	350
Cass County	80	130	210

2. Total Linear Mileage of Roadways to be Painted (City Streets)			
Location	Yellow Paint (miles)	White Paint (miles)	Total Paint Miles
Bellevue	36	37	73
Gretna	5	4	9
LaVista	14	18	32
Papillion	12	12	24
Ralston	2	1	3

Bid Form			
Base Bid			
Roads to be Striped	Est. Quantity	Unit Price - Per Gallon	Extended Price
1. County Roads	560 miles	\$	\$
2. City Streets	141 miles	\$	\$
Option 1 - All Weather Paint			
Roads to be Striped	Est. Quantity	Unit Price - Per Gallon	Extended Price
1. County Roads	560 miles	\$	\$
2. City Streets	141 miles	\$	\$

NOTE: The start date for the striping of the Sarpy County Roads will be NO LATER THAN JUNE 15, 2012, weather permitting. 100% to be painted by July 17, 2012.

If notified of acceptance of this proposal and Contract award within thirty (30) days after date stated for receipt of bids, the undersigned agrees to execute a Contract for the above named work and the above stated consideration, the form required, within ten (10) days of such notification; to commence the work as soon as practical, and to complete the Contract within **twenty-one (21) working days** from the date execution of the Contract, no later than July 17, 2012.

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 on the Plans where specific quantities are not itemized, and are 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 Reports(s)). Said performance bond shall be provided to the Sarpy County Clerk ten (10) days after execution of contract documents and bid award. Bond may be secured through the Vendor's usual sources.

The undersigned has carefully checked the bid blank quantities against the 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 Specifications.

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

Company Information:

Years in Business: _____

of employees: _____

Total sales last 3 years: _____

References:

Company Name: _____

Address: _____

Contact Name: _____ Phone Number: _____

Fax Number: _____ Date of Purchase: _____

Company Name: _____

Address: _____

Contact Name: _____ Phone Number: _____

Fax Number: _____ Date of Purchase: _____

Company Name: _____

Address: _____

Contact Name: _____ Phone Number: _____

Fax Number: _____ Date of Purchase: _____

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

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

Addendum #1: _____

Addendum #2: _____

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

Company Name

Company Representative (Please Print)

Authorized Signature

Telephone Number

Address

Fax Number

City, State, Zip

E-Mail Address

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

EXHIBIT A
CONTRACT AGREEMENT

THIS CONTRACT is made and entered into 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 will strip approximately 589 miles of County and City Roads of which 322 miles are within Sarpy County, and 120 miles within Cass County, 144 miles within the various City Limits in Sarpy County, and 3 miles within the City of Ralston.**

Also referred to hereinafter as work, in accordance with terms and provisions hereof and subject to the quality provisions in the accepted Proposal of Contractor for the sum of

\$ _____

(written) under penalty of Performance, Payment and Guarantee Bond.

2. The Contractor shall conform with the applicable plans and specifications, applicable Special Provisions and any applicable change order or addenda pertaining thereto or to this Contract, all of which by reference thereto are made a part hereof. Applicable notice to bidders, Instruction to bidders, Bid Proposal of Contractor, Resolution awarding this Contract, the Performance, Payment and Guarantee Bond and all proceedings by the governing body of the County relating to the aforesaid work are made a part hereto by reference thereto.
3. The County agrees to pay the Contractor in accordance with the provisions of the specifications, the accepted Proposal of the Contractor and the provisions of this Contract.
4. All provisions of each document and item referred to in Paragraph 2 above shall be strictly complied with the same as if rewritten herein, and in the event of conflict among the provisions of said documents, the provisions most favorable to the County shall govern, and substitution or change shall be made except upon written direction, the form of which shall be written "Change Order" of the County; and substitution or change shall in no manner be construed to release either party from any specified or implied obligation of this Contract except as specifically provided for in the Change Order.
5. The Contractor warrants that it has neither employed nor retained any company or person, other than bona fide employee working for Contractor to solicit or secure this Contract, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County shall have the right to

annul this Contract without liability, or in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

6. County and Contractor promise and agree to comply with all Federal and State laws and County ordinances, and such other rules and regulations as may apply to this Contract, including but not limited to: the Americans with Disabilities Act of 1990 (29 U.S.C.A. 12101, et seq.); the Rehabilitation Act of 1973 (29 U.S.C.A. 701, et seq.); and the Drug Free Workplace Act of 1988 (41 U.S.C.A. 701, et seq.). Furthermore, pursuant to Neb. Rev. Stat. 73-102 Reissue 1990), County and Contractor declare, promise, and warrant that they have and will continue to comply fully with the Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C.A. 1985, et seq.); and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. 48-1101, et seq., (Reissue 1993), in that there shall be no discrimination against any person who is employed in the performance of this Contract, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.
7. The Contractor shall indemnify and save harmless Sarpy County, its officers, employees, agents and representatives from all claims, suits or actions of every kind and character made upon or brought against the said Sarpy County, its officers, employees, agents and representatives for on or account of any injuries or damages received or sustained by any party or parties by or from the acts or omissions of the said Contractor or its servants, agents, representatives and subcontractors, in doing the work herein contracted for or by or in consequence of any negligence in guarding the same or any improper material used in its construction or by or on account of any act or omission of said Contractor or its servants, agents, representatives and subcontractor or its servants, agents, representatives and subcontractors arising out of any manner connected with the performance of this Contract, and also from all claims or damage for infringement of any patent in fulfilling this Contract.
8. Insurance Requirements

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

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

- a. Worker's Compensation and Employers Liability Insurance

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

b. Commercial General Liability Insurance

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

The minimum acceptable limits of liability shall be \$1,000,000 each occurrence. If the coverage contains a general aggregate, such limit shall not be less than \$2,000,000. The products/completed operations limit shall not be less than \$2,000,000. The County is to 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. Such certificate(s) shall specifically state that the insurance company or companies underwriting these insurance coverages shall give the County at least thirty (30) days written notice in the event of cancellation of, or material change in, any of the coverages. If the certificate(s) is shown to expire prior to completion of all the terms of this Agreement, the Contractor shall furnish a certificate(s) of insurance evidencing renewal of its coverage to the County.

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

e. Insurance Company

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

that the insurance company or companies being used by the Contractor meet the minimum requirements listed in this section.

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

9. 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.
10. 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.
11. 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.
12. Except as may otherwise be required by applicable law payment of any balance due to the Contractor under this Contract shall be made by the County to the Contractor upon completion of the Contractor's work and obligations in accordance with the Contract, upon acceptance thereof by the County, and upon submission of certificate by the Contractor in accordance with Paragraph 11 above. No payment by the County shall in any way constitute any waiver of any rights of Sarpy County.
13. Pursuant to Neb. Rev. Stat. 23-3113 (Reissue 1991), the Parties hereto declare and affirm that no officer, member, or other employee of the County, and no member of its governing body, and no other public official of the County who exercises any functions so responsibilities in the review or approval of the undertaking described in this

Contract, or in the performing of services pursuant to this Contract which effects his or her personal interest, or any corporation, partnership, or association in which he or she is directly or indirectly interested; nor shall any employee of the County, nor indirect, in this Contract or the proceeds thereof.

14. 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.
15. 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.
16. It is understood and agreed by the parties to hereto that is any part, term, condition or provision of this Contract is held to be illegal or in conflict with any law of this State or of the United States, the validity of the remaining parts, terms, conditions, or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular part, term, condition, or provisions held to be invalid.
17. This Contract and documents incorporated herein by reference contain the entire Contract between the Parties, and there are no other written or oral promises, agreement or warrants which may effect it.
18. 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.
19. Contractor **may not** subcontract or assign any portion of Contract without prior written approval from the County.

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

County: Ms. Deb Houghtaling
Sarpy County Board Business Office
1210 Golden Gate Dr Ste 1116
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 _____, 2012.

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

CHAIRMAN: _____
ATTEST: _____

CLERK: _____

APPROVED AS TO FORM:

COUNTY ATTORNEY/DEPUTY CONTRACTOR: _____

ATTEST:

SECRETARY/WITNESS

PRESIDENT: _____