

**SANITARY AND IMPROVEMENT DISTRICT NO. 230
OF SARPY COUNTY, NEBRASKA**

**Minutes of Meeting of Board of Trustees
March 6, 2012**

A meeting of the Board of Trustees of Sanitary and Improvement District No. 230 of Sarpy County, Nebraska was convened in open and public session on March 6, 2012 at 6:30 p.m. at Chalco Hills Recreation Area Visitor's Center, 8901 South 154th Street, Omaha, Nebraska.

Present were: Chairman Walt Dworak, Clerk James Welniak and Trustees Patrick Vipond, Carol Love and David Orrell.

Absent: None

Also present: Engineer Jim Olmsted of Olmsted & Perry Consulting Engineers, Inc., Attorney Larry Forman and nine District residents.

Notice of the meeting was given in advance thereof by publication in the Gretna Breeze and Papillion Times on February 15 and February 22, 2012, and the attorney presented proof of publication of said notices, a copy of said proof being attached to these minutes. Advance notice was also given to the members of the Board of Trustees and a copy of their acknowledgment of receipt of such notice is attached to these minutes. Notice was also given to the County Clerk of Sarpy County, Nebraska per the attached Certificate of the Clerk of the District. Notice was also given to all District residents by copies of a notice of meeting dated February 27, 2012, a copy of which is attached to these minutes. Availability of the agenda was communicated in the advance notice and in the notice given to the Board of Trustees and to the County Clerk. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

The Chairman stated that the first item of business on the agenda was an announcement in compliance with the Nebraska Open Meetings Act. He stated that in compliance with the Act, a current copy of the Nebraska Open Meetings Act was available for review on the table at which the Board Members were seated.

The Chairman stated that the next item of business on the agenda was approval of the minutes of the January 24, 2012 meeting. After brief discussion, the minutes were approved as submitted.

The Chairman stated that the next item of business on the agenda was resident concerns. Randy Folkerts inquired concerning the areas to be involved in the proposed pavement reconstruction project and the extent to which District residents were consulted with regard to the project. The Attorney stated that after the District's Engineers had been authorized to inspect the condition of the District's network of streets in 2011, they had determined that the street system had deteriorated to an extent where additional repairs and patching would not be prudent and had accordingly recommended that the Trustees consider an overall pavement reconstruction project to resolve the existing problems with the street system and to provide for a high quality road surface which would serve the District for many years to come without the necessity for continued significant annual patch work repair costs. Once cost estimates were refined and an order of magnitude of the project was determined, the Trustees had sent a letter to all District residents advising that the project would be discussed at length at a Board meeting held on January 24, 2012 at 6:30 p.m. at the Chalco Hills Area Visitors Center. At that meeting, attended by 12 District property owners, the proposed project was discussed in great detail. When only one of the attendees voiced objection to the project, the Board proposed a resolution of necessity with regard to the project and authorized publication of a notice to contractors for the purpose of soliciting bids for the work to be done. He stated that following compliance with all statutory notice requirements, the Trustees are now in a position to adopt the resolution of necessity to proceed with the project and they are in a position to award a contract for performance of the work. The Engineer stated that the proposed project is designed to address a number of shortcomings with the current street system including the elimination of cracks, depressions, sub-base conditions and culvert issues and overlaying roadways with a new 2½" asphalt surface which will be crowned at the middle of the roadway to facilitate water run-off and to eliminate the ponding problems currently facing the area. District resident Jim Love inquired as to conditions at the edge of the new paving where the roadway will abut adjoining driveways and the Engineer stated that plans call for removal and replacement of a small section of driveways within the right-of-way to provide for a smooth transition. Mr. Love also inquired about sod overlapping the paving throughout the District and the Engineer indicated the overlay will resolve this issue. District resident Roger Bargstadt inquired as to the necessity for doing work throughout the subdivision rather than limiting the work to only those areas most

desperately in need of attention and the Engineer responded that in his opinion, the entire network of streets should be addressed. Clerk Jim Welniak added that he had carefully studied all portions of the District's street system and observed a widespread problem with cracks, undermining, ponding and other issues which indicated to him that the entire area needed to be redone. He also suggested that by doing the entire District at once, the District will receive a better price based on the economy of scale. In response to concerns regarding access to driveways during the reconstruction process, the Engineer stated that a work plan will be developed in cooperation with the Board and the contractor to assure minimal disruption of access during the construction process. He added that this type of work is ordinarily performed in three phases, with base repairs being performed first, driveway approaches being addressed second, and the actual overlay being applied third. Concern was also expressed regarding staging of the work in an attempt to avoid any problems while school buses are continuing to run, the Board observing that May 23 is the last day of school for the Gretna School District. The Engineer responded that since the actual work on the overlay portion of the project could be completed in a fairly short period of time, he would suggest a contract calling for substantial completion of work by June 15 and final completion, including completion of punch list items, by July 1. In response to a question concerning milling of the existing pavement surface, Mr. Olmsted stated that milling work would be minimized since the goal of the project is to add depth rather than removing depth. Jim Love questioned the need for any milling work, but Mr. Olmsted stated that milling will probably be limited to only those areas where base repairs are required. He assured those in attendance that milling will not be performed on a wholesale basis but may be required in a number of places to assure a 2% slope from the center of the roadway to adequately accommodate drainage needs.

The Chairman stated that the next item of business on the agenda was review of bids received for the 2012 Pavement Reconstruction Project. Engineer Jim Olmsted stated that in accordance with the content of the Notice to Contractors, the bid opening was conducted at 10:00 a.m. on March 6, 2012 at the offices of Olmsted & Perry at which time bids with bid bonds attached were received from the following bidders in the following amounts:

OMG Midwest, Inc., f/k/a U.S. Asphalt Co.	\$439,156.40
Henningsen Construction, Inc.	\$519,023.80
Western Engineering Company, Inc.	\$600,298.00

He stated that the low bid was significantly less than the Engineer's estimated construction cost of \$490,000.00, including a contingency reserve of \$56,900.00.

The Chairman stated that the next item of business on the agenda was adoption of the resolution of necessity for 2012 Pavement Reconstruction. The attorney stated that a notice of the subject resolution of necessity had been published in the Gretna Breeze and the Papillion Times on February 15, 2012 and February 22, 2012 and he presented the proof of publication of such notice, a copy of which is attached to these minutes. He stated that in addition to the above-referenced notice, copies of said notice had been posted in three conspicuous places in the District in the time and manner required by law and he submitted his certificate to that effect, being in words and figures as follows:

"CERTIFICATE

February 17, 2012

TO WHOM IT MAY CONCERN:

I, LARRY R. FORMAN, Attorney for Sanitary and Improvement District No. 230 of Sarpy County, Nebraska, have this day posted in three prominent places within the boundaries of Sanitary and Improvement District No. 230 of Sarpy County, Nebraska, exact copies of the attached sheet.

/s/ Larry R. Forman
LARRY R. FORMAN, Attorney"

He stated that in addition to the notices required by statute, a notice of this meeting, a copy of which is attached to these minutes, was also sent to all District residents on February 27, 2012 by regular United States mail.

The Chairman then stated that no petition opposing the Resolution had been filed by any property owners within the District nor by any other persons, and that, while a number of persons appeared at the meeting to discuss the project, no person appeared at the meeting to object to the proposed Resolution of Necessity. He recommended the adoption of the Resolution of Necessity proposed at the meeting of the Board of Trustees held January 24, 2012.

After further discussion, upon motion duly made, seconded and roll call vote taken in open session convened, the votes being as follows:

Walt Dworak	- Aye
James Welniak	- Aye
David Orell	- Aye
Carol Love	- Aye
Patrick Vipond	- Aye

the following resolution was adopted:

RESOLVED, by the Board of Trustees of Sanitary and Improvement District No. 230 of Sarpy County, Nebraska, that the proposed Resolution of Necessity with respect to the project designated "2012 Pavement Reconstruction" as proposed at the meeting of January 24, 2012 and as set forth in the proof of publication attached to these minutes, be and the same hereby is passed and adopted.

The Chairman stated that the next item of business on the agenda was approval of a bid for the 2012 Pavement Reconstruction project. The Attorney stated that a Notice to Contractors had been published with respect to this project on February 15, 22, and 29, 2012 in the Gretna Breeze and Papillion Times and he presented an Affidavit of Publication evidencing publication of the notice on the dates aforesaid, a copy of the Affidavit of Publication being attached to these minutes. He stated that in accordance with the Notice to Contractors, a bid opening was conducted at the offices of Olmsted & Perry Consulting Engineers, Inc., 10730 Pacific Street, Suite 232, Omaha, Nebraska at 10:00 a.m. on March 6, 2012 where bids in accordance with the requirements of the Notice to Contractors were received from the following named contractors in the amounts set opposite their names:

OMG Midwest, Inc., f/k/a U.S. Asphalt Co.	\$439,156.40
Henningsen Construction, Inc.	\$519,023.80
Western Engineering Company, Inc.	\$600,298.00

A copy of the bid tabulation is attached to these minutes. He also submitted a letter dated March 6, 2012 from Engineer Jim Olmsted, a copy of which is attached to these minutes, acknowledging that U.S. Asphalt Co., the low bidder, had previously successfully completed this type of work and was qualified to complete the project in a timely manner, and recommending that the contract be awarded to U.S. Asphalt Co. Thereafter, upon motion duly made, seconded and roll call vote taken in open session convened, the votes being as follows:

Walt Dworak	- Aye
James Welniak	- Aye
David Orell	- Aye
Carol Love	- Aye
Patrick Vipond	- Aye

the following resolutions were adopted:

WHEREAS, at a meeting of the Board of Trustees of Sanitary and Improvement District No. 230 of Sarpy County, Nebraska held on January 24, 2012, a Resolution of Necessity was proposed providing for the performance of work entitled "2012 Pavement Reconstruction" and other work incidental or necessary thereto within the boundaries of the District; and

WHEREAS, at a meeting of this Board on March 6, 2012 a hearing was held to consider objections to passage of such Resolution; and

WHEREAS, there were no objections voiced or filed; and

WHEREAS, at the said meeting of March 6, 2012, the Resolution of Necessity, having been published according to law and notice having been given, and unanimously adopted; and

WHEREAS, Notice to Contractors having been given in the manner provided by law and a public letting held; and

WHEREAS, a proposed form of contract has been prepared and submitted by Olmsted & Perry Consulting Engineers, Inc. which contract has been executed by OMG Midwest, Inc. and, in connection therewith, a performance and maintenance bond has been furnished by OMG Midwest, Inc. as principal and XL Specialty Insurance Company as surety; and

WHEREAS, these instruments have been examined by the Board and its Engineers and Attorney and found to be in order,

NOW THEREFORE, BE IT RESOLVED that the bid of OMG Midwest, Inc. in the amount of \$439,156.40 for performance of the project designated 2012 Pavement Reconstruction be and the same hereby is unanimously approved and accepted by this Board; and

BE IT FURTHER RESOLVED, that the form of contract instruments submitted to this Board by Olmsted & Perry Consulting Engineers, Inc. are hereby approved; and

BE IT FURTHER RESOLVED, that the performance and maintenance bond submitted by OMG Midwest, Inc. as principal and XL Specialty Insurance Company as surety is hereby approved; and

BE IT FURTHER RESOLVED, that the Chairman and Clerk of the Board are hereby authorized and directed to execute said contract as approved by this Board on behalf of the District.

The Trustees directed Mr. Olmsted to arrange a meeting in the near future between the Engineer, representatives of OMG Midwest, Inc., and two members of the Board of Trustees to coordinate a schedule for the work to be done to avoid problems with access to individual properties during the construction process and to avoid conflicts or challenges created by school bus services offered prior to the end of the school year by school districts serving the Cinnamon Acres and Cinnamon Estates subdivisions.

The Chairman stated that the next item of business on the agenda was payment of bills. The Clerk presented the following statement for payment from the District's general fund:

Ralston Insurance Agency - \$120.00 for renewal of the chairman and clerk bonds

and recommended payment therefor in the total amount of \$120.00.

Upon motion duly made, seconded and roll call vote taken in open session convened, the votes being as follows:

Walt Dworak	- Aye
James Welniak	- Aye
David Orell	- Aye
Carol Love	- Aye
Patrick Vipond	- Aye

the following resolution was adopted:

RESOLVED, by the Board of Trustees of Sanitary and Improvement District No. 230 of Sarpy County, Nebraska, that the Chairman and Clerk be and they hereby are authorized and directed to execute and deliver Warrant No. 532 to the following payee and in the following amount, said warrant to be drawn on the General Fund of the District and to draw interest at the rate of 7% per annum and to be redeemed no later than three years from the date of issuance, subject to extension of said maturity

date by order of the District Court of Sarpy County, Nebraska, after notice is given as required by law, to-wit:

#532 Ralston Insurance- renewal of chairman and clerk bonds \$120.00

The Clerk next presented the following statement for payment through the District's Construction Fund:

Olmsted & Perry Consulting Engineers - 2012 Paving Project \$30,431.21

In accordance with its contract with the District, Ameritas Investment Corp. is entitled to a fee in the amount of 5% of the construction fund warrants issued, or \$1,521.56.

Upon motion duly made, seconded and roll call vote taken in open session convened, the votes being as follows:

Walt Dworak	- Aye
James Welniak	- Aye
David Orell	- Aye
Carol Love	- Aye
Patrick Vipond	- Aye

the following resolutions were adopted:

RESOLVED, by the Board of Trustees of Sanitary and Improvement District No. 230 of Sarpy County, Nebraska, that the Chairman and Clerk be and they hereby are authorized and directed to execute and deliver Warrants No. 533 through 540 to the following payees and in the following amounts, said warrants to be drawn on the Construction Fund of the District and to draw interest at the rate of 7% per annum and to be redeemed no later than five years from the date of issuance, subject to extension of said maturity date by order of the District Court of Sarpy County, Nebraska, after notice is given as required by law, to-wit:

#533	Olmsted & Perry - Inv #02-11084	\$5,000.00
#534	Olmsted & Perry - Inv #02-11084	\$5,000.00
#535	Olmsted & Perry - Inv #02-11084	\$5,000.00
#536	Olmsted & Perry - Inv #02-11084	\$5,000.00
#537	Olmsted & Perry - Inv #02-11084	\$5,000.00
#538	Olmsted & Perry - Inv #02-11084	\$5,000.00
#539	Olmsted & Perry - Inv #02-11084	\$431.21
#540	Ameritas Investment Corp - 5% Fee	\$1,521.56

FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 230 of Sarpy County, Nebraska, that both they and the District hereby find and determine and covenant, warrant and agree as follows: the improvements and/or facilities being financed or refinanced by the above warrants are for essential governmental functions and are designed to serve members of the general public on an equal basis; all said improvements have from the time of their first acquisition and construction been owned, are owned and are to be owned by the District or another political subdivision; to the extent special assessments have been or are to be levied for any of said improvements, such special assessments have been or are to be levied under Nebraska law as a matter of general application to all property specially benefitted by said improvements in the District; the development of the land in the District is for residential or commercial use and the development of the land in the District for sale and occupation by the general public has proceeded and is proceeding with reasonable speed other than any incidental use for said improvements by a developer during the initial period of development of said improvements, there have been, are and will be no persons with rights to use such improvements other than as members of the general public; none of the proceeds of said Bonds or any refinanced indebtedness have been or will be loaned to any private person or entity; the District hereby authorized and directs the Chairperson or Clerk to file or cause to be filed, when due, an information reporting form pursuant to Section 149(e) of the Internal Revenue Code of 1986, as amended, pertaining to the above warrants, and the District does not reasonably expect to sell or otherwise dispose of said improvements and/or facilities, in whole or in part, prior to the last maturity of the above warrants.

BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 230 of Sarpy County, Nebraska, that the District hereby covenants, warrants and agrees as follows: (a) to take all actions necessary under current federal law to maintain the tax exempt status (as to taxpayers generally) of interest on the above warrants; and (b) to the extent that it may lawfully do so, the District hereby designates the above warrants as its "qualified tax exempt obligation" under Section 265(b)(3)(B)(ii) of the Internal Revenue Code of 1986 as amended and covenants and warrants that the District does not reasonably expect to issue warrants or bonds or other obligations aggregating in the principal amount of more than \$5,000,000 during the calendar year in which the above warrants are to be issued.

BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 230 of Sarpy County, Nebraska that this and the preceding Resolutions are hereby adopted as the Certificate With Respect to Arbitrage of the District pertaining to the above warrants and the District and the Chairman and Clerk of the District hereby further certify, as of the date of the registration of the above warrants with the County Treasurer of Sarpy County, Nebraska as follows:

1. No separate reserve or replacement fund has been or will be established with respect to the above warrants. The District reasonably anticipates that monies in its bond fund reasonably attributable to the above warrants in excess of the lesser of: (a) 10% of the net principal proceeds of the above warrants, (b) the maximum annual debt service due on the above warrants, or (c) 125% of average annual debt service due on the above warrants will be expended for payment of principal of and interest on the above warrants within 13 months after receipt of such monies. That amount which is currently held in the District's bond fund which exceeds the amount which is to be expended for payment of principal and interest on the above warrants within 13 months after receipt of such monies, plus that amount arrived at pursuant to the immediately preceding sentence, will not be invested in any securities or any other investment obligations which bear a yield, as computed in accordance with the actuarial method in excess of the yield on the above warrants.

2. To the best of their knowledge, information and belief, the above expectations are reasonable.

3. The District has not been notified of any listing of it by the Internal Revenue Service as an issuer that may not certify its bonds.

4. The Certificate is being passed, executed and delivered pursuant to Section 1.148-2(b)(2) of the Income Tax Regulations under the Internal Revenue Code of 1986, as amended.

There being no further business to come before the meeting, the same was adjourned.

Walter D. David
CHAIRMAN

ATTEST:

James Delmar
CLERK

Sanitary and Improvement District No. 230 of Sarpy County, Nebraska
2012 Pavement Reconstruction

TO: Residents of SID 230

At the January 24 Trustee's meeting, the Board committed to send individual notices to all residents regarding the next meeting of the Board to take action on the proposed 2012 Pavement Reconstruction Project.

That meeting will take place on Tuesday, March 6, 2012, beginning at 6:30 p.m. at the Chalco Hills Recreation Area Visitors Center, 8901 South 154th Street, Omaha, Nebraska. At that meeting, the Board will vote on the resolution proposed at the January 24 meeting regarding the pavement reconstruction plan. If the resolution is approved, bids for the work will be reviewed by the engineer and a contract for the work may be awarded if an acceptable bid from a qualified contractor is received.

This meeting will be open to the public (as are all SID meetings) and you are welcome to attend.

Sincerely,

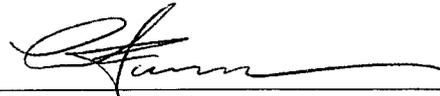
The Board of Trustees of
Sanitary and Improvement District No. 230
Walt Dworak, Chairman
Jim Welniak, Clerk
Carol Love, Trustee
Patrick Vipond, Trustee
Dave Orell, Trustee

CERTIFICATE

February 17, 2012

TO WHOM IT MAY CONCERN:

I, LARRY R. FORMAN, Attorney for Sanitary and Improvement District No. 230 of Sarpy County, Nebraska, have this day posted in three prominent places within the boundaries of Sanitary and Improvement District No. 230 of Sarpy County, Nebraska, exact copies of the attached sheet.



LARRY R. FORMAN, Attorney

NOTICE

HILLMAN, FORMAN, CHILDERS & McCORMACK
7171 MERCY ROAD, SUITE 650
OMAHA, NEBRASKA 68106

Sanitary and Improvement District No. 230
of Sarpy County, Nebraska

NOTICE IS HEREBY GIVEN that a meeting of the Board of Trustees of Sanitary and Improvement District No. 230 of Sarpy County, Nebraska will be held at 6:30 o'clock p.m. on the 6th day of March, 2012, at Chalco Hills Recreation Area Visitor's Center, 8901 South 154th Street, Omaha, Nebraska, which meeting will be open to the public. The agenda for such meeting, kept continuously current, is available for public inspection at 7171 Mercy Road, Suite 650, Omaha, Nebraska and includes payment of bills and the consideration and passing (or amending and passing) of the following resolution, to-wit:

RESOLVED, that the Board of Trustees of Sanitary and Improvement District No. 230 of Sarpy County, Nebraska find and determine that it is advisable and necessary for the District to reconstruct certain improvements and perform certain work entitled "2012 Pavement Reconstruction" consisting of (1) the full-depth asphalt removal and reconstruction of failed street pavement and subbase sections, (2) reconstruction of pavement and street subbase over settled utility lines, (3) cleaning, routing and filling of pavement joints, (4) construction of a new 2½ inch thick asphaltic concrete surface pavement over all of the existing streets and (5) the removal and replacement of PC concrete driveways for the overlay transition to the existing driveway elevations, and performance of all other work necessary or incidental thereto on all streets within the Cinnamon Acres and Cinnamon Estates subdivisions in the following locations:

- a. Cinnamon Drive, beginning at the intersection of south 168th Street, and continuing eastward, then southward to its termination at the intersection of Cornhusker Road. The approximate length of Cinnamon Drive is 4,560 feet.
- b. Sage Street, beginning at the intersection of 168th Street, and continuing eastward to its termination at the intersection of Cinnamon Drive. The approximate length of Sage Street is 1,330 feet.
- c. Sage Street, beginning at the intersection of 163rd Avenue, and continuing eastward to the intersection of 161st Street. The approximate length of Sage Street is 1,070 feet.
- d. Chutney Drive, beginning at the intersection of 168th Street, and continuing eastward, then northward, to the intersection of Cinnamon Drive. The approximate length of Chutney Drive is 1,630 feet.
- e. Tarragon Circle, beginning at the intersection of Chutney Drive, and continuing westward to the end of the cul-de-sac. The approximate length of Tarragon Circle is 440 feet.
- f. Saffron Circle, beginning at the intersection of Chutney Drive, and continuing eastward to the end of the cul-de-sac. The approximate length of Saffron Circle is 440 feet.
- g. 163rd Avenue, beginning at the intersection of Cornhusker Road, and continuing northward to the intersection of Cinnamon Drive. The approximate length of 163rd Avenue is 790 feet.
- h. 163rd Avenue, beginning at the intersection of Cinnamon Drive, and continuing northward to the end of the cul-de-sac. The approximate length of 163rd Avenue is 670 feet.
- i. 161st Street, beginning at the intersection of Cornhusker Road, and continuing northward, and then westward, to the end of the cul-de-sac. The approximate length of 161st Street is 1,230 feet.

The outer boundaries of the area which may be subject to special assessment are the same as the outer boundaries of Sanitary and Improvement District No. 230 Sarpy County, Nebraska, but the costs of the project shall be treated as a general obligation of Sanitary and Improvement District No. 230 of Sarpy County, Nebraska, with no portion of the costs of such project being specially assessed against any lots contained therein.

All work shall be done in a good and workmanlike manner in accordance with plans and specifications prepared by Olmsted & Perry Consulting Engineers, Inc., engineers employed by the District for such purpose. The total estimated cost of such project is \$626,050.00.

To pay the costs of such project, the Board of Trustees shall have the power to issue negotiable bonds after such project has been completed and accepted; said bonds shall be called "Sanitary and Improvement District Bonds" and shall be payable and bear interest as provided by the Statutes of Nebraska. The Board of Trustees shall have the power to assess, to the extent of special benefits, the cost of said improvements as are local improvements, against properties found specially benefitted thereby. All special assessments which may be levied against the property specially benefitted by such improvements shall, when collected, be set aside and constitute a sinking fund for the payment of the interest and principal on said bonds. The District shall also cause to be levied annually a tax upon the assessed value of all the taxable property in the District, except intangible property which, together with said sinking fund derived from said special assessments, shall be sufficient to meet payments of interest and principal on said bonds as the same become due; and said tax to be known as the "Sanitary and Improvement District Tax", and to be payable annually in money.

Any owner of property which might become subject to assessment of the contemplated improvements may appear and make objections to the proposed project. This proposed resolution may be amended and passed or may be passed as proposed. If a petition opposing the resolution signed by property owners representing a majority of the front footage which may become subject to assessment for the cost of said project be filed with the Clerk of the District within three (3) days before the hearing date of the meeting for the hearing on said resolution, such resolution shall not be passed.

SANITARY AND IMPROVEMENT DISTRICT
NO. 230 OF SARPY COUNTY, NEBRASKA

By: Walt Dworak, Chairman

Attest:
James Welniak, Clerk

March 6, 2012

Chairman and Trustees
SANITARY AND IMPROVEMENT DISTRICT NO. 230
OF SARPY COUNTY, NEBRASKA
c/o Larry Forman, Attorney
7171 Mercy Road, Suite 650
Omaha, Nebraska 68106-2669

Re: SID No. 230
2012 Pavement Reconstruction
OPCE Project No. 11084

Dear Chairman and Trustees:

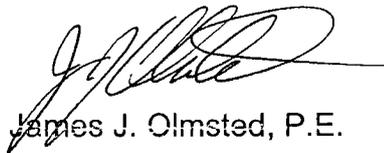
Bids were received on March 6, 2012 for the 2012 Pavement Reconstruction work at SID 230. Three (3) bids were received as shown on the attached Bid Tabulation. The low bid was submitted by OMG MIDWEST INC. (i.e. U.S. ASPHALT CO.), in the amount of \$439,156.40.

We have reviewed the bids and recommend that the Trustees for SID No. 230 award the construction contract to OMG MIDWEST INC., in the amount of their bid.

Please let me know if you have any questions regarding the bidding process or our recommendation of award.

Sincerely,

OLMSTED & PERRY CONSULTING ENGINEERS INC.



James J. Olmsted, P.E.

JJO/sjy

Enclosures

BID TABULATION

PROJECT: 2012 PAVEMENT RECONSTRUCTION

OPCE PROJECT NO.: 11084

OWNER: S.I.D. NO. 230

BID DATE: MARCH 6. 2012

ADDRESS: SARPY COUNTY, NEBRASKA

TIME: 10:00 A.M.

BIDDER	BID AMOUNT	COMMENT
HENNINGSSEN CONST., INC.	\$519,023.80	
U.S. ASPHALT CO. (OMG MIDWEST INC.)	\$439,156.40	
WESTERN ENGINEERING COMPANY, INC.	\$600,298.00	

BIDDING NOTES:

OLMSTED & PERRY CONSULTING ENGINEERS INC.

10730 Pacific Street • Suite 232 • Omaha, Nebraska 68114-4700

Phone: 402-399-8552 Fax: 402-399-9852

UNIT BID PRICE COMPARISON

PROJECT: 2012 PAVEMENT RECONSTRUCTION				U.S. ASPHALT (OMG MIDWEST, INC.)		HENNINGSEN CONSTRUCTION, INC.		WESTERN ENGINEERING COMPANY, INC.	
S.I.D. NO. 230									
PCE PROJECT NO.: 11084 BID DATE: MARCH 6, 2012									
	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	SITE PREPARATION / MOBILIZATION / BARRICADING	1.0	L.S.	\$ 4,975.00	\$ 4,975.00	\$ 27,402.00	\$ 27,402.00	\$ 15,300.00	\$ 15,300.00
2	REMOVE, REPAIR, AND REPLACE ACC PAVEMENT	1709.0	S.Y.	\$ 38.40	\$ 65,625.60	\$ 35.10	\$ 59,985.90	\$ 63.65	\$ 108,777.85
3	SAWCUT & REMOVE P.C. CONCRETE DRIVEWAY	116.0	EA.	\$ 296.00	\$ 34,336.00	\$ 372.75	\$ 43,239.00	\$ 1,012.00	\$ 117,392.00
4	REMOVE & REPLACE P.C. CONCRETE DRIVEWAY	32.0	S.Y.	\$ 77.10	\$ 2,467.20	\$ 72.05	\$ 2,305.60	\$ 31.00	\$ 992.00
5	SEAL JOINT	2079.0	L.F.	\$ 2.20	\$ 4,573.80	\$ 1.10	\$ 2,286.90	\$ 0.85	\$ 1,767.15
6	REPAIR JOINT (0-12" WIDTH)	863.0	L.F.	\$ 9.25	\$ 7,982.75	\$ 15.75	\$ 13,592.25	\$ 8.50	\$ 7,335.50
7	REPAIR JOINT (13"-24" WIDTH)	408.0	L.F.	\$ 9.65	\$ 3,937.20	\$ 31.50	\$ 12,852.00	\$ 17.50	\$ 7,140.00
8	REPAIR JOINT (25" – 36" WIDTH)	47.0	L.F.	\$ 29.00	\$ 1,363.00	\$ 47.25	\$ 2,220.75	\$ 27.50	\$ 1,292.50
9	CONSTRUCT CONCRETE CROSS PAN	66.0	S.Y.	\$ 96.00	\$ 6,336.00	\$ 60.90	\$ 4,019.40	\$ 50.00	\$ 3,300.00
10	CONSTRUCT 18-INCH P.C. CONCRETE CURB & GUTTER	192.0	L.F.	\$ 23.80	\$ 4,569.60	\$ 31.50	\$ 6,048.00	\$ 28.00	\$ 5,376.00
11	ASPHALTIC CONCRETE LEVELING COURSE	55.0	TON	\$ 92.10	\$ 5,065.50	\$ 105.00	\$ 5,775.00	\$ 101.00	\$ 5,555.00
12	ASPHALTIC CONCRETE OVERLAY	3496.0	TON	\$ 82.50	\$ 288,420.00	\$ 94.50	\$ 330,372.00	\$ 88.75	\$ 310,270.00
13	DITCH GRADING & CLEANING	435.0	L.F.	\$ 7.25	\$ 3,153.75	\$ 5.00	\$ 2,175.00	\$ 20.00	\$ 8,700.00
14	INSTALL 12-INCH CSP CULVERT	35.0	L.F.	\$ 38.60	\$ 1,351.00	\$ 50.00	\$ 1,750.00	\$ 60.00	\$ 2,100.00
15	TESTING ALLOWANCE	1.0	ALW	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
16	STAKING ALLOWANCE	1.0	ALW	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
TOTAL UNIT BASE BID PRICE					\$ 439,156.40		\$ 519,023.80		\$ 600,298.00

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification.

SUGGESTED FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



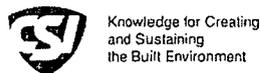
PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN COUNCIL OF ENGINEERING COMPANIES

AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been approved and endorsed by

The Associated General Contractors of America



This Suggested Form of Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (C-700, 2002 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the other. The language contained in the Suggested Instructions to Bidders (C-200, 2002 Edition) is also carefully interrelated with the language of this Agreement. Their usage is discussed in the Commentary on EJCDC Construction Documents. See also Guide to the Preparation of Supplementary (C-800, 2002 Edition).

National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2715

American Council of Engineering Companies
1015 15th Street, N.W., Washington, DC 20005

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Dates for Substantial Completion and Final Payment

A. The Work will be substantially completed on or before June 15, 2012, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before July 1, 2012.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$100.00 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$100.00 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A and 5.01.B below:

A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 5.01.A:

As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.

UNIT PRICE WORK

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Estimated</u>
-----------------	--------------------	-------------	---------------------------	-------------------	------------------

SEE ATTACHED BID FORM DATED MARCH 6, 2012

TOTAL OF ALL ESTIMATED PRICES Four Hundred Thirty-Nine Thousand, One Hundred Fifty-Six Dollars and 40/100 \$439,156.40

B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 1st day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:

a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage; and

b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 0 percent per annum.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 8, inclusive).
2. Performance bond (pages _____ to _____, inclusive).
3. Payment bond (pages _____ to _____, inclusive).
4. Other bonds (pages _____ to _____, inclusive).
 - a. _____ (pages _____ to _____, inclusive).
 - b. _____ (pages _____ to _____, inclusive).
 - c. _____ (pages _____ to _____, inclusive).
5. General Conditions (pages 0700-1 to 0700-41, inclusive).
6. Supplementary Conditions (pages 0800-1 to 0800-9, inclusive).
7. Specifications as listed in the table of contents of the Project Manual.
8. Drawings consisting of 8 sheets with each sheet bearing the following general title:
2012 PAVEMENT RECONSTRUCTION
9. Addenda (numbers 1 to 1, inclusive).
10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages BF-1 to BF-7, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive).
11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages _____ to _____, inclusive).
 - b. Work Change Directives.
 - c. Change Order(s).

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Other Provisions

None

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____, _____ (which is the Effective Date of the Agreement).

OWNER:
SANITARY AND IMPROVEMENT DISTRICT NO. 230
OF SARPY COUNTY, NEBRASKA

CONTRACTOR:
OMG MIDWEST, INC.

By: Walt Dworak
Walt Dworak
Title: Chairman

By: Brett B. Niebur
Brett B. Niebur
Title: Area Manager

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: James Welniak
JAMES WELNIAK
Title: CCCA

Attest: Senior Estimator
Title: SENIOR ESTIMATOR

Address for giving notices:

Address for giving notices:

Larry Forman, Attorney

14012 Giles Road

7171 Mercy Road, Suite 650

Omaha, Nebraska 68138

Omaha, Nebraska 68106-2669

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.)

License No.: _____ (Where applicable)

Agent for service or process: _____

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

OMG MIDWEST, INC.
(Name of Bidder)

BID FORM**PROJECT IDENTIFICATION:**

2012 PAVEMENT RECONSTRUCTION
SANITARY AND IMPROVEMENT DISTRICT
NO. 230 OF SARPY COUNTY, NEBRASKA
OPCE PROJECT NO. 11084

THIS BID IS OFFERED TO:

SANITARY AND IMPROVEMENT DISTRICT
NO. 230 OF SARPY COUNTY, NEBRASKA
ATTN: WALT DWORAK, CHAIRMAN

THIS BID IS TO BE RECEIVED AT:

OLMSTED & PERRY CONSULTING
ENGINEERS INC.
10730 PACIFIC STREET, SUITE 232
OMAHA, NEBRASKA 68114

BID DATE AND TIME:

MARCH 6, 2012 @ 10:00 A.M.

BIDDERS ACKNOWLEDGMENTS AND REPRESENTATIONS:

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents, to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

3. In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>March 2, 2012</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions that have been identified in SC-4.06.
- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect costs, progress, or performance of the Work or which related to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
 - I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
 - J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
 - K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.
4. Bidder further represents that:
- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
 - B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
 - C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
 - D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
5. BIDDER will complete the Work in accordance with the Contract Documents for the following price(s):

BID SCHEDULE

2012 PAVEMENT RECONSTRUCTION

SANITARY AND IMPROVEMENT DISTRICT NO. 230
OF SARPY COUNTY, NEBRASKA

UNIT PRICE BID

The BIDDER agrees to perform all of the work required to complete the 2012 **PAVEMENT RECONSTRUCTION** for the unit prices listed below. The quantities listed are estimates. Unit prices are for the complete installation of each item and work related thereto. (Amounts shall be shown in both unit prices and total amounts. In case of discrepancy, unit prices shall govern.)

NO.	ITEM	EST. QUANT.	UNIT	UNIT PRICE	TOTAL PRICE
1.	SITE PREPARATION / MOBILIZATION / BARRICADING	1	L.S.	4975.00	\$ 4975.00
2.	REMOVE, REPAIR, AND REPLACE ACC PAVEMENT	1,709	S.Y.	\$ 38.40	\$ 65,625.60
3.	SAWCUT & REMOVE P.C. CONCRETE DRIVEWAY	116	EA.	\$ 296.00	\$ 34,336.00
4.	REMOVE & REPLACE P.C. CONCRETE DRIVEWAY	32	S.Y.	\$ 77.10	\$ 2,467.20
5.	SEAL JOINT	2,079	L.F.	\$ 2.20	\$ 4,573.80
6.	REPAIR JOINT (0-12" WIDTH)	863	L.F.	\$ 9.25	\$ 7,982.75
7.	REPAIR JOINT (13"-24" WIDTH)	408	L.F.	\$ 9.65	\$ 3,937.20
8.	REPAIR JOINT (25" - 36" WIDTH)	47	L.F.	\$ 29.00	\$ 1,363.00
9.	CONSTRUCT CONCRETE CROSS PAN	66	S.Y.	\$ 96.00	\$ 6,336.00
10.	CONSTRUCT 18-INCH P.C. CONCRETE CURB & GUTTER	192	L.F.	\$ 23.80	\$ 4,569.60
11.	ASPHALTIC CONCRETE LEVELING COURSE	55	TON	\$ 92.10	\$ 5,065.50
12.	ASPHALTIC CONCRETE OVERLAY	3,496	TON	\$ 82.50	\$ 288,420.00
13.	DITCH GRADING & CLEANING	435	L.F.	\$ 7.25	\$ 3,153.75
14.	INSTALL 12-INCH CSP CULVERT	35	L.F.	\$ 38.60	\$ 1,351.00
15.	TESTING ALLOWANCE	1	ALLOW		\$ 2,500.00
16.	STAKING ALLOWANCE	1	ALLOW		\$ 2,500.00
TOTAL UNIT PRICE BID					\$ 439,152.40
					\$ 286,357.50

540
REN

RM

The BIDDER proposes to furnish products manufactured by the following, such products being included in the above bid:

<u>DESCRIPTION</u>	<u>MANUFACTURER/SUPPLIER</u>
<u>CONCRETE</u>	<u>LEACH MAYER CONCRETE</u>
_____	_____
_____	_____
_____	_____

The BIDDER proposes to utilize the following Subcontractors. The work of such Subcontractors is incorporated in the above bid amount.

<u>NAME</u>	<u>DESCRIPTION OF WORK</u>	<u>DOLLAR AMOUNT</u>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

6. Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
7. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.
8. The following documents are attached hereto and made a condition of this bid:
 - A. Required Bid Security in the form of a certified or cashier's check, or a Bid Bond issued by a Surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions.
9. Communications concerning this bid shall be addressed to the address of BIDDER indicated below.

10. The terms used in this bid, which are defined in the General Conditions of the Construction Contract, have the meanings assigned to them in the General Conditions. Attention is called to the following definitions:

Bidding Documents - The Bidding Requirements and the proposed Contract Documents, including all Addenda.

Bidding Requirements - The Advertisement or Notice to Contractors, Instructions to Bidders, bid security of acceptable form, and the Bid Form with any supplements.

Contract Documents - Those items so designed in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Reviewed Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

11. In submitting this bid, the BIDDER agrees that the right to reject any and all bids and to waive irregularities in the bidding has been reserved by the OWNER.

SUBMITTED on MARCH 6, 2012.

IF BIDDER is:

A CORPORATION

OMB MIDWEST, INC
(Name of Corporation)

(SEAL)

DELAWARE
(State of Incorporation)

By: [Signature] Brett B Niebur
(Authorized Signature and Typed Name)

Area Manager
(Title)

Attest: [Signature]
(Secretary)

Business Address: 14012 GILES ROAD
OMAHA, NEBRASKA 68138

Telephone Number: 402-895-6666 Fax No.: 402-895-3697
Cellular Number: _____
Email Address: _____

A PARTNERSHIP

(SEAL)

(Firm Name)

By: _____
(General Partner - Signature and Typed Name)

Business Address: _____

Telephone Number: _____ Fax No.: _____
Cellular Number: _____
Email Address: _____

AN INDIVIDUAL

(Firm Name)

By: _____
(Name - Signature and Typed Name)

Business Address: _____

Telephone Number: _____ Fax No.: _____
Cellular Number: _____
Email Address: _____

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we OMG MIDWEST, INC.

as Principal, hereinafter called the Principal, and XL SPECIALTY INSURANCE COMPANY

a corporation duly organized under the laws of the State of DELAWARE
as Surety, hereinafter called the Surety, are held and firmly bound unto SANITARY AND IMPROVEMENTS
DISTRICT NO. 230 OF SARPY COUNTY, NEBRASKA

as Obligee, hereinafter called the Obligee, in the sum of TWENTY FOUR THOUSAND FIVE HUNDRED AND
00/100

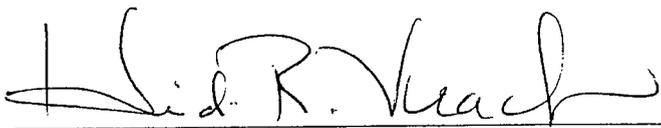
Dollars (\$24,500.00),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for 2012 PAVEMENT RECONSTRUCTION SID NO. 230 OF SARPY
COUNTY, NE. (CINNAMON ACRES SUBDIVISION) OPCE PROJECT NO. 11084

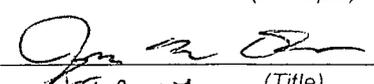
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract
with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the
bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for
the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the
Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference
not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the
Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation
shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 6TH day of MARCH, 2012.



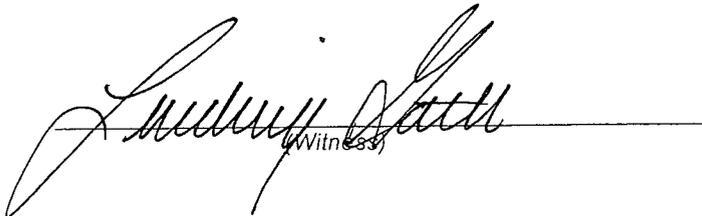
(Witness)

OMG MIDWEST, INC.
(Principal) (Seal)

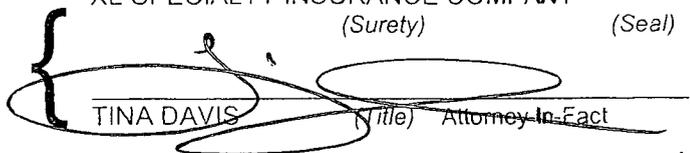


ATTORNEY IN FACT (Title)

XL SPECIALTY INSURANCE COMPANY
(Surety) (Seal)



(Witness)

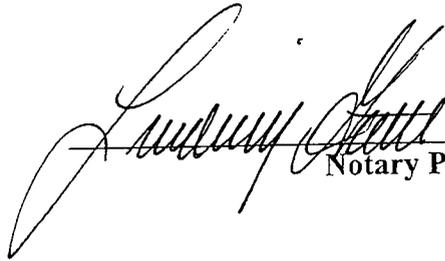


TINA DAVIS (Title) Attorney In Fact

SURETY ACKNOWLEDGMENT

STATE OF UTAH }
COUNTY OF SALT LAKE } **SS**

On this 6TH day of MARCH, 2012, before me personally came TINA DAVIS to me known, who, being by me duly sworn, did depose and say that she is an Attorney-In-Fact of XL SPECIALTY INSURANCE COMPANY the corporation described in and which executed the within instrument; that she knows the corporate seal of said corporation, that the seal affixed to the within instrument is such corporate seal, and that she signed the said instrument and affixed the said seal as Attorney-In-Fact of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.



Notary Public



Power of Attorney
XL Specialty Insurance Company
Greenwich Insurance Company
XL Reinsurance America Inc.

THIS IS NOT A BOND NUMBER
UNLIMITED POWER OF ATTORNEY
XL1500995

KNOW ALL MEN BY THESE PRESENTS That XL Specialty Insurance Company, Greenwich Insurance Company, Delaware insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341 and XL Reinsurance America Inc., a New York insurance company with offices located at 70 Seaview Avenue, Stamford, CT 06902, do hereby nominate, constitute, and appoint

Lindsey Plattner, Lisa Hall, Jessica Arnold, Tina Davis

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 9th day of January 2012.

RESOLVED, that Gary Kaplan, David Hewett, William Mills, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company; any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, David Hewett, William Mills, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this January 9th, 2012.

**XL SPECIALTY INSURANCE COMPANY
GREENWICH INSURANCE COMPANY**

By:

David S. Hewett

SENIOR VICE PRESIDENT

Attest:

Toni Ann Perkins

SECRETARY



STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

On this 9th day of January, 2012, before me personally came David S. Hewett to me known, who, being duly sworn, did depose and say: that he is Senior Vice President of XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.



Kim D. Sliva

NOTARY PUBLIC

Principal Acknowledgement

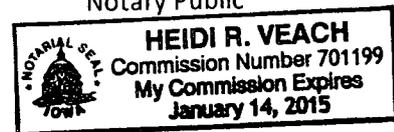
State of Iowa

County of Polk

On this 6th day of March, 2012 before me personally came JAMES M. DAVIS to me known, who, being by me duly sworn, did depose and say that he is an Attorney-In-Fact of OMG MIDWEST, INC. the corporation described in and which executed the within instrument; that he knows the corporate seal of said corporation, that the seal affixed to the within instrument is such corporate seal, and that he signed the said instrument and affixed the said seal as Attorney-In-Fact of said corporation



Notary Public



XL Group
Insurance
Reinsurance

Power of Attorney
XL Specialty Insurance Company
Greenwich Insurance Company
XL Reinsurance America Inc.

THIS IS NOT A BOND NUMBER
LIMITED POWER OF ATTORNEY
XL1501832

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, Greenwich Insurance Company, Delaware insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York insurance company with offices located at 70 Seaview Avenue, Stamford, CT 06902, do hereby nominate, constitute, and appoint:

Carla Rhinehart, Ashley Scott, Brent Van Ee, James M. Davis, Jeremy Anderson, Shannon Harden

each its true and lawful Attorney(s) in fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for OMG Midwest Inc. for the penal sum of no one of which is in any event to exceed \$10,000,000.00 - FOR BID BONDS ONLY

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 24th day of February 2012.

RESOLVED, that Gary Kaplan, David Hewett, William Mills, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, David Hewett, William Mills, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this February 24th, 2012.

XL SPECIALTY INSURANCE COMPANY
GREENWICH INSURANCE COMPANY



BY *David S. Hewett*
SENIOR VICE PRESIDENT

Attest: *Tom Ann Perkins*
SECRETARY

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

On this 24th day of February, 2012, before me personally came David S. Hewett to me known, who, being duly sworn, did depose and say: that he is Senior Vice President of XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.



Kim D. Sliva
NOTARY PUBLIC

OMG MIDWEST, INC.

**WRITTEN CONSENT OF
THE BOARD OF DIRECTORS
ADOPTING CERTAIN ACTIONS AND RESOLUTIONS
IN LIEU OF A SPECIAL MEETING**

The undersigned, being the Board of Directors (“the Board”) of OMG Midwest, Inc., a Delaware corporation (the “Corporation”), waive the notice, calling and holding of a special meeting of the Board, in accordance with §141 (f) of the Delaware General Corporation Law, do hereby consent to, adopt, authorize, and approve the following actions and resolutions specified therein dated as of March 26, 2012 and direct that this written consent be filed with the minutes of proceedings of the Board:

WHEREAS, the By-Laws of the Corporation provide for an election of officers; and

NOW, THEREFORE, BE IT RESOLVED, that each of the following persons be and hereby elected to serve as an officer of the Corporation from the date first written above or until their retirement, resignation, death or removal or until their successor shall be duly elected and qualified:

Craig Lamberty	President
Brian Watson	Vice President-Finance
Brent Van Ee	Secretary
Chris West	Divisional Vice President
Greg Kinser	Divisional Vice President
Eric Levenson	Divisional Vice President
Kyle Timmer	Divisional Vice President
Andie Gieseke	Divisional Vice President
Charles Brown	Treasurer/Assistant Secretary
Michael G. O’Driscoll	Assistant Secretary
Gary P. Hickman	Assistant Secretary
Patricia Kaiser	Assistant Secretary
Brett B. Niebur	Vice President/Asst. Secretary
Gary R. Kinloch	Assistant Secretary
Curt C. Andersen	Assistant Secretary
Dave R. Barnes	Assistant Secretary

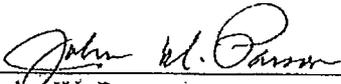
FURTHER RESOLVED, that any current officers of the Corporation not elected in the foregoing resolution are hereby removed.

FURTHER RESOLVED, that the President of the Corporation and his designees (the “Authorized Officers”) be, and each of them acting alone hereby is, authorized, empowered and directed to take any and all further action and to negotiate, execute, deliver and file any and all agreements, certificates, notices, instruments and documents, in the name and on behalf of the Corporation, and to pay any such fees, costs, expenses and taxes as in the sole judgment of such officer shall be necessary or advisable in order to fully carry out the intent and accomplish the purposes of the foregoing resolutions, the authorization and approval of same to be conclusively evidenced by the taking of such action or the execution and delivery of such document by such officer; and

FURTHER RESOLVED, that all actions previously taken by any Authorized Officer, or any other representative, agent of the Corporation authorized to so act by any Authorized Officer of the Corporation on behalf of the Corporation and any of affiliates, that would have been authorized by the foregoing resolutions except that such actions predated such resolutions, be, and each of them hereby is authorized, adopted, ratified, confirmed, and approved in all respects as acts and deeds of the Corporation;

This written consent may be executed in one or more counterparts and by facsimile, each of which shall constitute an original document, but all of which taken together shall constitute one instrument. Each counterpart shall be effective with respect to the Board executing it.

IN WITNESS WHEREOF, the undersigned being the Board have executed and delivered to the Corporation this written consent of the date first above written.



John W. Parson

Robert K. Randolph

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

Bond Number: **SUR7402156**

CONTRACTOR:

(Name, legal status and address)

OMG MIDWEST, INC.
2401 SE TONES DRIVE, STE. 13
ANKENY, IA 50021

SURETY:

(Name, legal status and principal place of business)

XL Specialty Insurance Company
Seaview House, 70 Seaview Ave.
Stamford, CT 06902-6040

OWNER:

(Name, legal status and address)

SANITARY AND IMPROVEMENT DISTRICT NO.
230 OF SARPY COUNTY, NEBRASKA C/O
HILLMAN, FORMAN, NELSON, CHILDERS
ATTN: LARRY FORMAN
7171 MERCY ROAD, SUITE 650
OMAHA, NE 68106-2669
CONSTRUCTION CONTRACT
Date: **March 07, 2012**

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Amount: \$ **439,156.40**

Description:

(Name and location)

2012 PAVEMENT RECONSTRUCTION SID NO. 230 OF SARPY COUNTY, NE (CINNAMON ACRES SUBDIVISION) OPCE PROJECT NO. 11084

BOND

Date: **March 09, 2012**

(Not earlier than Construction Contract Date)

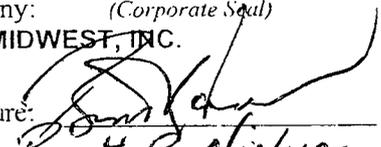
Amount: \$ **439,156.40**

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

OMG MIDWEST, INC.

Signature: 

Name: **Brett B Nielsen**

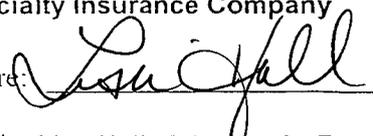
And Title: **VP**

(Any additional signatures appear on the last page of this Performance Bond)

SURETY

Company: *(Corporate Seal)*

XL Specialty Insurance Company

Signature: 

Name

And Title: **Lisa Hall, Attorney-In-Fact**

(FOR INFORMATION ONLY) Name, address and telephone)

AGENT or BROKER:

Marsh USA Risk & Insurance Services
15 West South Temple, Suite 700
Salt Lake City, UT 84101
801-533-3600

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____
(Corporate Seal)

Company: _____
(Corporate Seal)

Signature: _____

Name and Title:

Address

Signature: _____

Name and Title:

Address

Document A312TM – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond

Bond Number: **SUR7402156**

CONTRACTOR:

(Name, legal status and address)

OMG MIDWEST, INC.
2401 SE TONES DRIVE, STE. 13
ANKENY, IA 50021

SURETY:

(Name, legal status and principal place of business)

XL Specialty Insurance Company
70 Seaview Ave.
Stamford, CT 06902-6040

OWNER:

(Name, legal status and address)

SANITARY AND IMPROVEMENT DISTRICT NO.
230 OF SARPY COUNTY, NEBRASKA C/O
HILLMAN, FORMAN, NELSON, CHILDERS
ATTN: LARRY FORMAN
7171 MERCY ROAD, SUITE 650
OMAHA, NE 68106-2669

CONSTRUCTION CONTRACT

Date: **March 07, 2012**

Amount: \$ **439,156.40**

Mailing Address for Notices

XL SURETY CLAIMS
300 LOMBARD STREET, STE. 1470
BALTIMORE, MD 21202

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Description:

(Name and location)

2012 PAVEMENT RECONSTRUCTION SID NO. 230 OF SARPY COUNTY, NE (CINNAMON ACRES SUBDIVISION) OPCE PROJECT NO. 11084

BOND

Date: **March 09, 2012**

(Not earlier than Construction Contract Date)

Amount: \$ **439,156.40**

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

OMG MIDWEST, INC.

Signature: 

Name

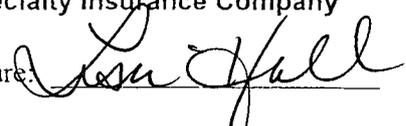
And Title:

(Any additional signatures appear on the last page of this Performance Bond)

SURETY

Company: *(Corporate Seal)*

XL Specialty Insurance Company

Signature: 

Name

And Title: **Lisa Hall, Attorney-In-Fact**

(FOR INFORMATION ONLY Name, address and telephone)

AGENT or BROKER:

Marsh USA Risk & Insurance Services
15 West South Temple, Suite 700
Salt Lake City, UT 84101
801-533-3600

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

- § 5.1 Claimants, who do not have a direct contract with the Contractor,
- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner. Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any

Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant.. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to Furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of the Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors. and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ **16.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ **17** If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ **18** Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____ *(Corporate Seal)*

Company: _____ *(Corporate Seal)*

Signature: _____

Signature: _____

Name and Title:

Name and Title:

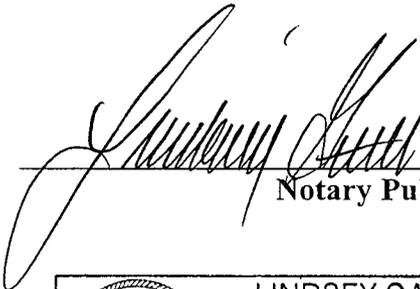
Address

Address

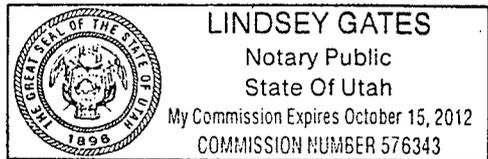
SURETY ACKNOWLEDGMENT

STATE OF UTAH }
COUNTY OF SALT LAKE } **SS**

On this 9TH day of MARCH, 2012, before me personally came LISA HALL to me known, who, being by me duly sworn, did depose and say that she is an Attorney-In-Fact of XL SPECIALTY INSURANCE COMPANY the corporation described in and which executed the within instrument; that she knows the corporate seal of said corporation, that the seal affixed to the within instrument is such corporate seal, and that she signed the said instrument and affixed the said seal as Attorney-In-Fact of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.



Notary Public





Power of Attorney
 XL Specialty Insurance Company
 Greenwich Insurance Company
 XL Reinsurance America Inc.

THIS IS NOT A BOND NUMBER
 UNLIMITED POWER OF ATTORNEY
 XL1501027

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, Greenwich Insurance Company, Delaware insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York insurance company with offices located at 70 Seaview Avenue, Stamford, CT 06902, do hereby nominate, constitute, and appoint:

Lindsey Plattner, Lisa Hall, Jessica Arnold, Tina Davis

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 9th day of January 2012.

RESOLVED, that Gary Kaplan, David Hewett, William Mills, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, David Hewett, William Mills, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this January 9th, 2012.

**XL SPECIALTY INSURANCE COMPANY
 GREENWICH INSURANCE COMPANY**

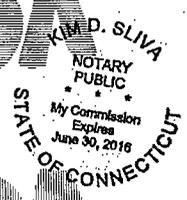


By: *David S. Hewett*
 SENIOR VICE PRESIDENT

Attest: *Tom Ann Perkins*
 SECRETARY

STATE OF CONNECTICUT
 COUNTY OF FAIRFIELD

On this 9th day of January, 2012, before me personally came David S. Hewett to me known, who, being duly sworn, did depose and say: that he is Senior Vice President of XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.



Kim D. Sliva
 NOTARY PUBLIC

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

I, Toni Ann Perkins, Secretary of the XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY a corporation of the State of Delaware, do hereby certify that the above and forgoing is a full, true and correct copy of Power of Attorney issued by said Company, and that I have compared same with the original and that it is a correct transcript there from and of the whole of the original and that the said Power of Attorney is still in full force

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Hartford, this 9TH day of MARCH, 2012



Toni Ann Perkins

SECRETARY

IN WITNESS WHEREOF, XL REINSURANCE AMERICA INC. has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 9th day of January, 2012.



STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

XL REINSURANCE AMERICA INC.

by *[Signature]*
SENIOR VICE PRESIDENT

Attest *Toni Ann Perkins*

SECRETARY

On this 9th day of January, 2012, before me personally came John P. Welch to me known, who, being duly sworn, did depose and say: that he is President & CEO of XL REINSURANCE AMERICA INC., described in which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto by order and authority of the Board of Directors of said Corporation, and that he executed the said instrument by like order.



Kim D. Sliva

NOTARY PUBLIC

I, Toni Ann Perkins, Assistant Secretary of the XL REINSURANCE AMERICA INC. a corporation of the State of New York, do hereby certify that the person who executed this Power of Attorney, with the rights, respectively of XL REINSURANCE AMERICA INC., the above and forgoing is a full, true and correct copy of a Power of Attorney issued by said Corporation, and that I have compared same with the original

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Hartford, this 9TH day of MARCH, 2012



Toni Ann Perkins

SECRETARY

This Power of Attorney may not be used to execute any bond with an inception date after January 9, 2017
SB0041

THIS DOCUMENT IS PRINTED ON A BLUE BACKGROUND

NOTICE TO POLICYHOLDERS

PRIVACY POLICY

The XL America, Inc. insurance group (the "Companies"), believes personal information that we collect about our customers, potential customers, and proposed insureds (referred to collectively in this Privacy Policy as "customers") must be treated with the highest degree of confidentiality. For this reason and in compliance with the Title V of the Gramm-Leach-Bliley Act ("GLBA"), we have developed a Privacy Policy that applies to all of our companies. For purposes of our Privacy Policy, the term "personal information" includes all information we obtain about a customer and maintain in a personally identifiable way. In order to assure the confidentiality of the personal information we collect and in order to comply with applicable laws, all individuals with access to personal information about our customers are required to follow this policy.

Our Privacy Promise

Your privacy and the confidentiality of your business records are important to us. Information and the analysis of information is essential to the business of insurance and critical to our ability to provide to you excellent, cost-effective service and products. We understand that gaining and keeping your trust depends upon the security and integrity of our records concerning you. Accordingly, we promise that:

1. We will follow strict standards of security and confidentiality to protect any information you share with us or information that we receive about you;
2. We will verify and exchange information regarding your credit and financial status only for the purposes of underwriting, policy administration, or risk management and only with reputable references and clearinghouse services;
3. We will not collect and use information about you and your business other than the minimum amount of information necessary to advise you about and deliver to you excellent service and products and to administer our business;
4. We will train our employees to handle information about you or your business in a secure and confidential manner and only permit employees authorized to use such information to have access to such information;
5. We will not disclose information about you or your business to any organization outside the XL insurance group of Companies or to third party service providers unless we disclose to you our intent to do so or we are required to do so by law;
6. We will not disclose medical information about you, your employees, or any claimants under any policy of insurance, unless you provide us with written authorization to do so, or unless the disclosure is for any specific business exception provided in the law;
7. We will attempt, with your help, to keep our records regarding you and your business complete and accurate, and will advise you how and where to access your account information (unless prohibited by law), and will advise you how to correct errors or make changes to that information; and
8. We will audit and assess our operations, personnel and third party service providers to assure that your privacy is respected.

Collection and Sources of Information

We collect from a customer or potential customer only the personal information that is necessary for (a) determining eligibility for the product or service sought by the customer, (b) administering the product or service obtained, and (c) advising the customer about our products and services. The information we collect generally comes from the following sources:

- **Submission** – During the submission process, you provide us with information about you and your business, such as your name, address, phone number, e-mail address, and other types of personal identification information;
- **Quotes** – We collect information to enable us to determine your eligibility for the particular insurance product and to determine the cost of such insurance to you. The information we collect will vary with the type of insurance you seek;
- **Transactions** – We will maintain records of all transactions with us, our affiliates, and our third party service providers, including your insurance coverage selections, premiums, billing and payment information, claims history, and other information related to your account;

NOTICE TO POLICYHOLDERS

- **Claims** – If you obtain insurance from us, we will maintain records related to any claims that may be made under your policies. The investigation of a claim necessarily involves collection of a broad range of information about many issues, some of which does not directly involve you. We will share with you any facts that we collect about your claim unless we are prohibited by law from doing so. The process of claim investigation, evaluation, and settlement also involves, however, the collection of advice, opinions, and comments from many people, including attorneys and experts, to aid the claim specialist in determining how best to handle your claim. In order to protect the legal and transactional confidentiality and privileges associated with such opinions, comments and advice, we will not disclose this information to you; and
- **Credit and Financial Reports** – We may receive information about you and your business regarding your credit. We use this information to verify information you provide during the submission and quote processes and to help underwrite and provide to you the most accurate and cost-effective insurance quote we can provide.

Retention and Correction of Personal Information

We retain personal information only as long as required by our business practices and applicable law. If we become aware that an item of personal information may be materially inaccurate, we will make reasonable effort to re-verify its accuracy and correct any error as appropriate.

Storage of Personal Information

We have in place safeguards to protect data and paper files containing personal information.

Sharing/Disclosure of Personal Information

We maintain procedures to assure that we do not share personal information with an unaffiliated third party for marketing purposes unless such sharing is permitted by law. Personal information may be disclosed to an unaffiliated third party for necessary servicing of the product or service or for other normal business transactions as permitted by law.

We do not disclose personal information to an unaffiliated third party for servicing purposes or joint marketing purposes unless a contract containing a confidentiality/non-disclosure provision has been signed by us and the third party. Unless a consumer consents, we do not disclose "consumer credit report" type information obtained from an application or a credit report regarding a customer who applies for a financial product to any unaffiliated third party for the purpose of serving as a factor in establishing a consumer's eligibility for credit, insurance or employment. "Consumer credit report type information" means such things as net worth, credit worthiness, lifestyle information (piloting, skydiving, etc.) solvency, etc. We also do not disclose to any unaffiliated third party a policy or account number for use in marketing. We may share with our affiliated companies information that relates to our experience and transactions with the customer.

Policy for Personal Information Relating to Nonpublic Personal Health Information

We do not disclose nonpublic personal health information about a customer unless an authorization is obtained from the customer whose nonpublic personal information is sought to be disclosed. However, an authorization shall not be prohibited, restricted or required for the disclosure of certain insurance functions, including, but not limited to, claims administration, claims adjustment and management, detection, investigation or reporting of actual or potential fraud, misrepresentation or criminal activity, underwriting, policy placement or issuance, loss control and/or auditing.

Access to Your Information

Our employees, employees of our affiliated companies, and third party service providers will have access to information we collect about you and your business as is necessary to effect transactions with you. We may also disclose information about you to the following categories of person or entities:

- Your independent insurance agent or broker;

NOTICE TO POLICYHOLDERS

- An independent claim adjuster or investigator, or an attorney or expert involved in the claim;
- Persons or organizations that conduct scientific studies, including actuaries and accountants;
- An insurance support organization;
- Another insurer if to prevent fraud or to properly underwrite a risk;
- A state insurance department or other governmental agency, if required by federal, state or local laws; or
- Any persons entitled to receive information as ordered by a summons, court order, search warrant, or subpoena.

Violation of the Privacy Policy

Any person violating the Privacy Policy will be subject to discipline, up to and including termination.

For more information or to address questions regarding this privacy statement, please contact your broker.

NOTICE TO POLICYHOLDERS

FRAUD NOTICE

Arkansas	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
Colorado	It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable for insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.
District of Columbia	WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.
Florida	Any person who knowingly and with intent to injure, defraud, or deceive any insurance company files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.
Hawaii	For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both.
Kentucky	Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.
Louisiana	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
Maine	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or denial of insurance benefits.
Maryland	Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO POLICYHOLDERS

New Jersey	Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.
New Mexico	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.
New York	All Commercial Insurance Forms, Except As Provided for Automobile Insurance: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation. Automobile Insurance Forms: Any person who knowingly makes or knowingly assists, abets, solicits or conspires with another to make a false report of the theft, destruction, damage or conversion of any motor vehicle to a law enforcement agency, the department of motor vehicles or an insurance company, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the value of the subject motor vehicle or stated claim for each violation. Fire Insurance: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime. The proposed insured affirms that the foregoing information is true and agrees that these applications shall constitute a part of any policy issued whether attached or not and that any willful concealment or misrepresentation of a material fact or circumstances shall be grounds to rescind the insurance policy.
Ohio	Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.
Oklahoma	WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.
Pennsylvania	Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties. Automobile Insurance Forms: Any person who knowingly and with intent to injure or defraud any insurer files an application or claim containing any false, incomplete or misleading information shall, upon conviction, be subject to imprisonment for up to seven years and the payment of a fine of up to \$15,000.

PN CW 01 0210

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NOTICE TO POLICYHOLDERS

Puerto Rico	Any person who knowingly and with the intention to defraud includes false information in an application for insurance or file, assist or abet in the filing of a fraudulent claim to obtain payment of a loss or other benefit, or files more than one claim for the same loss or damage, commits a felony and if found guilty shall be punished for each violation with a fine of no less than five thousands dollars (\$5,000), not to exceed ten thousands dollars (\$10,000); or imprisoned for a fixed term of three (3) years, or both. If aggravating circumstances exist, the fixed jail term may be increased to a maximum of five (5) years; and if mitigating circumstances are present, the jail term may be reduced to a minimum of two (2) years.
Rhode Island	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
Tennessee	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits. Workers Compensation: It is a crime to knowingly provide false, incomplete or misleading information to any party to a workers compensation transaction for the purpose of committing fraud. Penalties include imprisonment, fines and denial of insurance benefits.
Utah	Workers Compensation: Any person who knowingly presents false or fraudulent underwriting information, files or causes to be filed a false or fraudulent claim for disability compensation or medical benefits, or submits a false or fraudulent report or billing for health care fees or other professional services is guilty of a crime and may be subject to fines and confinement in state prison.
Virginia	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
Washington	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
West Virginia	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
All Other States	Any person who knowingly and willfully presents false information in an application for insurance may be guilty of insurance fraud and subject to fines and confinement in prison.

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NOTICE TO POLICYHOLDERS

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL
("OFAC")

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Policyholder Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC and possibly the U.S. Department of State. Please read this Policyholder Notice carefully.

OFAC administers and enforces sanctions policy based on Presidential declarations of "national emergency". OFAC has identified and listed numerous

- Foreign agents
- Front organizations
- Terrorists
- Terrorist organizations
- Narcotics traffickers

as Specially Designated Nationals and Blocked Persons. This list can be found on the U.S. Department of the Treasury's web site - <http://www.treas.gov/ofac>.

The Secretary of the Treasury also has identified a number of entities in the insurance, petroleum, and petrochemicals industries determined to be owned or controlled by the Iranian government. Business transactions with any of these entities are expressly prohibited. These entities have been added to OFAC's list of Financial Institutions Determined To Be Owned or Controlled by the Government of Iran. This list can be found on the U.S. Department of the Treasury's web site - <http://www.treas.gov/offices/enforcement/lists/>

In accordance with OFAC regulations, or any applicable regulation promulgated by the U.S. Department of State, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance will be immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, neither payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

PN CW 05 1010

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Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON YOU THE CERTIFICATE HOLDER. THIS CERTIFICATE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW. POLICY LIMITS ARE NO LESS THAN THOSE LISTED, ALTHOUGH POLICIES MAY INCLUDE ADDITIONAL SUBLIMIT/LIMITS NOT LISTED BELOW.

This is to Certify that

OMG Midwest Inc.
DBA OMNI
14012 Giles Road

NAME AND
ADDRESS
OF INSURED

Omaha

NE 68138



**Liberty
Mutual**

is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and Conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

TYPE OF POLICY	EXP DATE <input type="checkbox"/> CONTINUOUS <input type="checkbox"/> EXTENDED <input checked="" type="checkbox"/> POLICY TERM	POLICY NUMBER	LIMIT OF LIABILITY	
				EMPLOYERS LIABILITY
WORKERS COMPENSATION	9/1/2012	WA7-C8D-004095-021 WC7-C81-004095-011	COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: ALL STATES EXCLUDING MONOPOLISTICS STATES AND NY OR, WI	Bodily Injury by Accident \$1,000,000 Each Accident
				Bodily Injury By Disease \$1,000,000 Policy Limit Bodily Injury By Disease \$1,000,000 Each Person
COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE	9/1/2012	TB2-C81-004095-111	General Aggregate	\$2,000,000
			Products / Completed Operations Aggregate	\$2,000,000
			Each Occurrence	\$2,000,000
			Personal & Advertising Injury	\$2,000,000 Per Person / Organization
			Other FIRE DAMAGE \$100,000	Other PER PROJECT AGGREGATE
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> HIRED	9/1/2012	AS2-C81-004095-121	\$2,000,000	Each Accident—Single Limit B.I. And P.D. Combined
				Each Person
				Each Accident or Occurrence
				Each Accident or Occurrence
OTHER			Auto: Comp Ded \$10,000/Coll Ded \$10,000	
EVIDENCE OF COVERAGE				
ADDITIONAL COMMENTS See Addendum Attached.				

* If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

NOTICE OF CANCELLATION: (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW.)
BEFORE THE STATED EXPIRATION DATE THE COMPANY WILL NOT CANCEL OR REDUCE THE
INSURANCE AFFORDED UNDER THE ABOVE POLICIES UNTIL AT LEAST 30 DAYS NOTICE
OF SUCH CANCELLATION HAS BEEN MAILED TO:

Liberty Mutual
Insurance Group

2012 Pavement Reconstruction SID No. 230

SID No. 230
c/o Olmsted & Perry Consulting

Certificate
Holder

10730 Pacific St., Ste. 232
Omaha

NE 68114-4700

J. Balazentis

Judith Balazentis

Pittsburgh / 0387
12 Federal Street, Ste. 310
Pittsburgh PA 15212-5706 412-231-1331 3/20/2012
OFFICE PHONE DATE ISSUED

CERTIFICATE - ADDENDUM

NAMED INSURED

OMG Midwest Inc.
DBA OMNI
14012 Giles Road
Omaha NE 68138

CERTIFICATE HOLDER

3/20/2012

SID No. 230
c/o Olmsted & Perry Consulting
10730 Pacific St., Ste. 232
Omaha NE 68114-4700

RE: JOB: 2012 Pavement Reconstruction SID No. 230, OPCE Project No. 11084.

Certificate Holder, Owner, and any others required by contract are listed as additional insured with regards to the general liability and automobile liability policies on a primary and non-contributory basis. General liability, automobile liability, and workers compensation policies include a waiver of subrogation in favor of the additional insured. Per Project aggregate is included. XCU Coverage is Included in General Liability Policy. Contractual Liability is included.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modified insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name of Person(s) or Organization(s): Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided by this policy.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

Policy No: AS2-C81-004095-121
Effective Date: 09-01-2011
Expiration Date: 09-01-2012
Sales Office:

Issued By: Liberty Mutual Fire Insurance Company

Endt Serial No:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modified insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION II – WHO IS AN INSURED is amended to include as an insured any person or organization for whom you have agreed in writing to provide liability insurance. But:

The insurance provided by this amendment:

1. Applies to "bodily injury" and "property damage" arising out of (a) "your work" or (b) premises or other property owned by or rented to you;
2. Applies only to coverage and minimum limits of insurance required by the written agreement, but in no event exceeds either the scope of coverage or the limits of insurance provided by this policy, and
3. Does not apply to any person or organization for whom you have procured separate liability insurance while such insurance is in effect, regardless of whether the scope of coverage or limits of insurance of this policy exceed those of such other insurance or whether such other insurance is valid and collectible.

The following provisions also apply:

1. Where the applicable written agreement requires the insured to provide liability insurance on a primary, excess, contingent, or any other basis, this policy will apply solely on the basis required by such written agreement and Item 4. Other Insurance of SECTION IV of this policy will not apply.
2. Where the applicable written agreement does not specify on what basis the liability insurance will apply, the provision of Item 4. Other Insurance of SECTION IV of this policy will govern.
3. This endorsement shall not apply to any person or organization for any "bodily injury" or "property damage" if any other additional insured endorsement on this policy applies to the person or organization with regard to the "bodily injury" or "property damage".
4. If any other additional insured endorsement applies to any person or organization and you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for that additional insured, this policy will apply solely on the basis required by such written agreement and Item 4. Other Insurance of SECTION IV of this policy will not apply, regardless of whether the person or organization has available other valid and collectible insurance. If the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Item 4. Other Insurance of SECTION IV of this policy will govern.

This endorsement is executed by the **LIBERTY MUTUAL FIRE INSURANCE COMPANY**

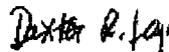
Premium \$

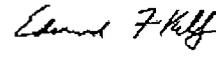
Effective Date 09/01/2011 Expiration Date 09/01/2012

For attachment to policy No. TB2-C81-004095-111

Audit Basis

Issued To


SECRETARY


PRESIDENT

Countersigned by



Authorized Representative

Issued

Sales Office and No.

End Serial No.

LN 20 01 06 05



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/20/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, INC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326 J34420...EX-11-12	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
INSURED OMG MIDWEST, INC. DBA OMNI ENGINEERING 14012 GILES ROAD OMAHA, NE 68138	INSURER A : American Guarantee & Liability Ins Co NAIC # 26247	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** ATL-003059782-01 **REVISION NUMBER:** 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		AUC655102502	09/01/2011	09/01/2012	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A			<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 RE: JOB: 2012 PAVEMENT RECONSTRUCTION SID NO. 230, OPCE PROJECT NO. 11084
 OWNER AND ARCHITECT/ENGINEER, OLMSTED & PERRY CONSULTING ENGINEERS INC. IS (ARE) INCLUDED AS ADDITIONAL INSURED(S) PER WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES.

CERTIFICATE HOLDER SID NO. 230 C/O OLMSTED & PERRY CONSULTING ATTN: JAMES J. OLMSTED, P.E. 10730 PACIFIC ST., STE. 232 OMAHA, NE 68114-4700	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
---	---

Ralston Insurance Agency, Inc.

7608 Park Drive

Ralston, NE 68127-3944

(402)331-6767

STATEMENT

Customer	SID #230	1073
Date	01/27/2012	
Customer Service	William Haas	
Page	1 of 1	

SID #230
 c/o Larry Forman, Attorney
 7171 Mercy Road, Suite #650
 Omaha, NE 68106-2669

Payment Information	
Statement Total	120.00
Payment Amount	
Payment For	

Thank You

Please detach and return with payment

Customer: SID #230

Invoice	Transaction Date	Description	Amount	Sub-Total
77770	01/27/2012	Policy #721999 03/09/2012 - 03/09/2014 UNIVERSAL SURETY COMPANY Effective: 03/09/2012 Surety - Walter Dworak - Renew policy Invoice Balance	50.00	50.00
77771	01/27/2012	Policy #722033 03/09/2012 - 03/09/2014 UNIVERSAL SURETY COMPANY Effective: 03/09/2012 Surety - James Welniak - Renew policy Invoice Balance	70.00	70.00
				Statement Total
				120.00

PO 3-6-12
 # 532

Thank you

Less than 0	0 to 30 Days	31 to 60 Days	61 to 90 Days	Over 90 Days
120.00	0.00	0.00	0.00	0.00
Ralston Insurance Agency, Inc.			(402)331-6767	Date
7608 Park Drive				01/27/2012
Ralston, NE 68127-3944				

INVOICE

PAYMENT DUE UPON RECEIPT

February 23, 2012

INVOICE NO. 02-11084

Larry Forman, Attorney
SID NO. 230 OF SARPY COUNTY, NEBRASKA
7171 Mercy Road, Suite 650
Omaha, Nebraska 68106-2669

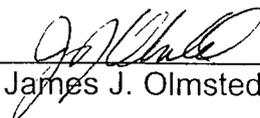
Re: S.I.D. No. 230 (Cinnamon Acres Subdivision)
2012 Pavement Reconstruction
OPCE Project No. 11084

For ENGINEERING SERVICES performed for the period from December 15, 2011
to February 15, 2012:

1. Surveying Costs	\$ 4,000.00
2. Engineering Services (75% Complete)	26,250.00
3. Reimbursable expenses:	<u>181.21</u>
Total:	\$ 30,431.21

TOTAL AMOUNT DUE THIS INVOICE: \$ 30,431.21

CFE 3-6-12
533.534
536.536
537.536
+ 539

By: 
James J. Olmsted, P.E.

PLEASE RETURN A COPY OF INVOICE WITH PAYMENT

OLMSTED & PERRY CONSULTING ENGINEERS INC.

10730 Pacific Street • Suite 232 • Omaha, Nebraska 68114-4700

Phone: 402-399-8552 Fax: 402-399-9852

AFFIDAVIT OF PUBLICATION

STATE OF NEBRASKA }
} SS.
County of Sarpy }

Being duly sworn, upon oath, Shon Barenklau deposes and says that he is the Publisher or Kirk Hoffman deposes and says that he is the Business Manager of the Bellevue Leader, Papillion Times, Gretna Breeze and Springfield Monitor, legal newspapers of general circulation in Sarpy County, Nebraska, and published therein; that said newspaper has been established for more than one year last past; that it has a bona-fide paid subscription list of more than three hundred; that to this personal knowledge, the advertisement, a copy of which is hereto attached, was printed in the said newspaper once each week, the first insertion having been on:

Wednesday, February 15, 2012 Gretna Breeze
Papillion Times
Thereafter, Wednesday, February 22, 2012 Gretna Breeze
Papillion Times

And that said newspaper is a legal newspaper under the statutes of the State of Nebraska. The above facts are within my personal knowledge.

HILLMAN, FORMAN, CHILDERS & McCORMACK
7171 MERCY ROAD, SUITE 650
OMAHA, NEBRASKA 68106

Sanitary and Improvement District No. 230
of Sarpy County, Nebraska

Signature of Kirk Hoffman
Shon Barenklau OR Kirk Hoffman
Publisher Business Manager

NOTICE IS HEREBY GIVEN that a meeting of the Board of Trustees of Sanitary and Improvement District No. 230 of Sarpy County, Nebraska will be held at 6:30 o'clock p.m. on the 6th day of March, 2012, at Chalco Hills Recreation Area Visitor's Center, 8901 South 154th Street, Omaha, Nebraska, which meeting will be open to the public. The agenda for such meeting, kept continuously current, is available for public inspection at 7171 Mercy Road, Suite 650, Omaha, Nebraska and includes payment of bills and the consideration and passing (or amending and passing) of the following resolution, to-wit:

Today's Date 02-21-2012
Signed in my presence and sworn to before me:
Signature of Notary Public
Notary Public

- RESOLVED, that the Board of Trustees of Sanitary and Improvement District No. 230 of Sarpy County, Nebraska find and determine that it is advisable and necessary for the District to reconstruct certain improvements and perform certain work entitled "2012 Pavement Reconstruction" consisting of (1) the full-depth asphalt removal and reconstruction of failed street pavement and subbase sections; (2) reconstruction of pavement and street subbase over settled utility lines; (3) cleaning, routing and filling of pavement joints; (4) construction of a new 2 1/2 inch thick asphaltic concrete surface pavement over all of the existing streets and (5) the removal and replacement of PC concrete driveways for the overlay transition to the existing driveway elevations; and performance of all other work necessary or incidental thereto on all streets within the Cinnamon Acres and Cinnamon Estates subdivisions in the following locations:
a. Cinnamon Drive, beginning at the intersection of south 168th Street, and continuing eastward; then southward to its termination at the intersection of Cornhusker Road. The approximate length of Cinnamon Drive is 4,560 feet.
b. Sage Street, beginning at the intersection of 168th Street, and continuing eastward to its termination at the intersection of Cinnamon Drive. The approximate length of Sage Street is 1,330 feet.
c. Sage Street, beginning at the intersection of 163rd Avenue, and continuing eastward to the intersection of 161st Street. The approximate length of Sage Street is 1,070 feet.
d. Chutney Drive, beginning at the intersection of 168th Street, and continuing eastward; then northward; to the intersection of Cinnamon Drive. The approximate length of Chutney Drive is 1,630 feet.
e. Tarragon Circle, beginning at the intersection of Chutney Drive, and continuing westward to the end of the cul-de-sac. The approximate length of Tarragon Circle is 440 feet.
f. Saffron Circle, beginning at the intersection of Chutney Drive, and continuing eastward to the end of the cul-de-sac. The approximate length of Saffron Circle is 440 feet.
g. 163rd Avenue, beginning at the intersection of Cornhusker Road, and continuing northward to the intersection of Cinnamon Drive. The approximate length of 163rd Avenue is 790 feet.
h. 163rd Avenue, beginning at the intersection of Cinnamon Drive, and continuing northward to the end of the cul-de-sac. The approximate length of 163rd Avenue is 670 feet.
i. 161st Street, beginning at the intersection of Cornhusker Road, and continuing northward, and then westward, to the end of the cul-de-sac. The approximate length of 161st Street is 1,230 feet.

Printer's Fee \$ 248.56
Customer Number: 31901
Order Number: 0001480620

The outer boundaries of the area which may be subject to special assessment are the same as the outer boundaries of Sanitary and Improvement District No. 230 Sarpy County, Nebraska, but the costs of the project shall be treated as a general obligation of Sanitary and Improvement District No. 230 of Sarpy County, Nebraska, with no portion of the costs of such project being specially assessed against any lots contained therein. All work shall be done in a good and workmanlike manner in accordance with plans and specifications prepared by Olmsted & Perry Consulting Engineers, Inc., engineers employed by the District for such purpose. The total estimated cost of such project is \$626,050.00.

To pay the costs of such project, the Board of Trustees shall have the power to issue negotiable bonds after such project has been completed and accepted; said bonds shall be called "Sanitary and Improvement District Bonds" and shall be payable and bear interest as provided by the Statutes of Nebraska. The Board of Trustees shall have the power to assess, to the extent of special benefits, the cost of said improvements as are local improvements, against properties found specially benefitted thereby. All special assessments which may be levied against the property specially benefitted by such improvements shall, when collected, be set aside and constitute a sinking fund for the payment of the interest and principal on said bonds. The District shall also cause to be levied annually a tax upon the assessed value of all the taxable property in the District, except intangible property which, together with said sinking fund derived from said special assessments, shall be sufficient to meet payments of interest and principal on said bonds as the same become due; and said tax to be known as the "Sanitary and Improvement District Tax", and to be payable annually in money.

Any owner of property which might become subject to assessment of the contemplated improvements may appear and make objections to the proposed project. This proposed resolution may be amended and passed or may be passed as proposed. If a petition opposing the resolution signed by property owners representing a majority of the front footage which may become subject to assessment for the cost of said project be filed with the Clerk of the District within three (3) days before the hearing date of the meeting for the hearing on said resolution, such resolution shall not be passed.

SANITARY AND IMPROVEMENT DISTRICT
NO. 230 OF SARPY COUNTY, NEBRASKA
By: Walt Dworak, Chairman
Attest:
James Welniak, Clerk

AFFIDAVIT OF PUBLICATION

STATE OF NEBRASKA }
 } SS.
County of Sarpy }

Being duly sworn, upon oath, Shon Barenklau deposes and says that he is the Publisher or Kirk Hoffman deposes and says that he is the Business Manager of the **Bellevue Leader, Papillion Times, Gretna Breeze and Springfield Monitor**, legal newspapers of general circulation in Sarpy County, Nebraska, and published herein; that said newspaper has been established for more than one year last past; that it has a bona-fide paid subscription list of more than three hundred; that to this personal knowledge, the advertisement, a copy of which is hereto attached, was printed in the said newspaper once each week, the first insertion having been on:

Wednesday, February 15, 2012 Gretna Breeze
Papillion Times
Thereafter, Wednesday, February 22, 2012 Gretna Breeze
Papillion Times
Thereafter, Wednesday, February 29, 2012 Gretna Breeze
Papillion Times

And that said newspaper is a legal newspaper under the statutes of the State of Nebraska. The above facts are within my personal knowledge.



Shon Barenklau OR Kirk Hoffman
Publisher Business Manager

HILLMAN, FORMAN, CHILDERS & McCORMACK
7171 MERCY ROAD, SUITE 650
OMAHA, NEBRASKA 68106.

NOTICE TO CONTRACTORS

Sanitary and Improvement District No. 230 of Sarpy County, Nebraska
2012 Pavement Reconstruction

Sealed bids will be received by Sanitary and Improvement District No. 230 of Sarpy County, Nebraska, at the office of their Engineer, Olmsted & Perry Consulting Engineers Inc., 10730 Pacific Street, Suite 232, Omaha, Nebraska 68114-4700, until 10:00 a.m. on, March 6, 2012 for construction of 2012 PAVEMENT RECONSTRUCTION, and all items, incidental or necessary thereto, in and for said District, according to the Plans and Specifications for said improvements, now on file with the Clerk of the District and at the office of said Engineer, which bids will be publicly opened, read aloud, and tabulated at that time. Copies of the Plans and Specifications may be obtained at the office of the Engineer for a fee of \$40.00, which is not refundable.

The extent of the work involves construction of the following items and approximate quantities:
Mobilization, site preparation, 4,300 S.Y. of milling, 2,700 S.Y. of approach replacements, 425 tons of asphalt leveling course, 3,800 tons of asphalt surface course, drainage improvements, surface restoration, and related appurtenances.

The amount of the Engineer's estimate of the cost of said improvements (exclusive of engineering, legal, advertising, and miscellaneous costs) is \$490,000.00.

Each bid must be submitted on the bid form prepared for this purpose, which form may be obtained from Olmsted & Perry Consulting Engineers Inc., 10730 Pacific Street, Suite 232, Omaha, Nebraska 68114-4700.

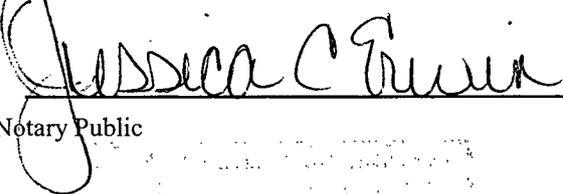
Each bid shall be in a separate sealed envelope and accompanied by a certified check or bid bond in an amount equal to \$24,500.00 and such certified check or bid bond shall be payable to the Treasurer of Sanitary and Improvement District No. 230 of Sarpy County, Nebraska, as security that the bidder to whom the contract may be awarded will enter into a contract to build the improvements in accordance with this Notice to Contractors and will give a contract and maintenance bond in the amount of 100% of the contract price.

No bidder may withdraw his bid for a period of 30 days after the date set for the opening of bids. The Board of Trustees reserves the right to reject any or all bids received and to waive informalities.

Walt Dworak, Chairman
James Welniak, Clerk
1480501; 2/15, 2/22, 2/29

Today's Date 02-28-2012

Signed in my presence and sworn to before me:



Notary Public

Printer's Fee \$ 165.45
Customer Number: 31901
Order Number: 0001480501

SUBURBAN NEWSPAPERS, Inc.

Your legal notice was published in the Gretna Breeze on 2/15/2012

and will end on

2/29/2012 affidavit of publication will follow.

Thank you!

HILLMAN, FORMAN, CHILDERS & McCORMACK
7171 MERCY ROAD, SUITE 650
OMAHA, NEBRASKA 68106

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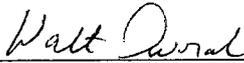
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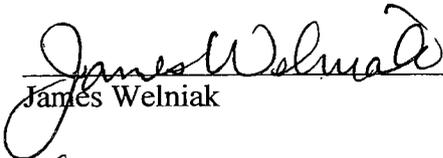
Walt Dworak, Chairman
James Welniak, Clerk
1480501; 2/15, 2/22, 2/29

ACKNOWLEDGMENT OF RECEIPT OF NOTICE OF MEETING

The undersigned Trustees of Sanitary and Improvement District No. 230 of Sarpy County, Nebraska, hereby acknowledge receipt of advance notice of a meeting of the Board of Trustees of said District and the agenda for such meeting held at 6:30 o'clock p.m. on Tuesday, March 6, 2012, at Chalco Hills Recreation Area Visitor's Center, 8901 South 154th Street, Omaha, Nebraska.



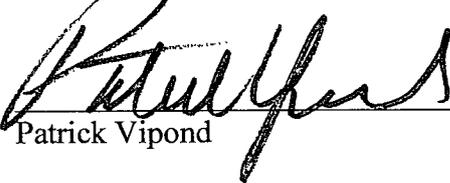
Walt Dworak



James Welniak



Carol Love



Patrick Vipond



David Orell

CERTIFICATE

The undersigned hereby certify that they are the Chairman and Clerk of Sanitary and Improvement District Number 230 of Sarpy County, Nebraska, (the "District") and hereby further certify as follows:

1. Annexed to this certificate is a true and correct transcript of the proceedings of the Board of Trustees of the District relating to a meeting of said District held on the date at the time reflected in the meeting minutes contained in said foregoing transcript (the "Meeting"). All of the proceedings of the District and of the Board of Trustees thereof which are set out in the annexed and foregoing transcript have been fully recorded in the journal of proceedings of the District and the undersigned District Clerk has carefully compared the annexed and foregoing transcript with said journal and with the records and files of the District which are in such Clerk's official custody and said transcript is a full, true and complete copy of said journal, records and files which are set out therein.

2. Advance notice for the Meeting was given by publication as set forth in the affidavit of publication contained in the foregoing transcript and was mailed to the Clerk of the municipality or county within whose zoning jurisdiction the District is located at least seven days prior to the date of the Meeting. Advance notice for the Meeting, including notice of agenda subjects, was given to all members of the Board of Trustees. All news media requesting notification of meetings of said body were provided with advance notice of the times and places of such meetings and the subjects to be discussed.

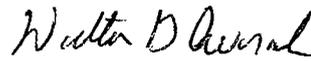
3. All of the subjects addressed at the Meeting were contained in the agenda for the Meeting, which agenda was kept continually current and readily available for public inspection at the address listed in the meeting notice for the Meeting and a copy of which is attached to this Certificate; such subjects were contained in said agenda for at least 24 hours prior to the Meeting and each agenda item was sufficiently descriptive to give the public reasonable notice of the matters to be considered at the Meeting.

4. A current copy of the Nebraska Open Meetings Act was available and accessible to members of the public, posted during the Meeting in the room in which such Meeting was held and all in attendance at the Meeting were informed that such copy of the Nebraska Open Meetings Act was available for review and were informed of the location of such copy in the room in which such Meeting was being held. At least one copy of all resolutions and other reproducible written materials, for which actions are shown in said proceedings, was made available for examination and copying by members of the public at the Meeting.

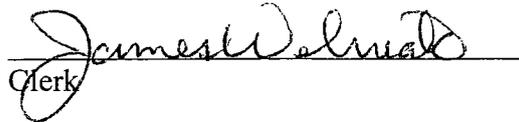
5. The minutes of the Meeting were in written form and available for public inspection within ten (10) working days after the Meeting or prior to the next convened meeting, whichever occurred earlier, at the office of the District; within thirty (30) days after the date of the Meeting, a copy of the minutes of the Meeting was sent to the Clerk of the municipality or county within whose zoning jurisdiction the District is located.

6. No litigation is now pending or threatened to restrain or enjoin the District from the issuance and delivery of any warrants or other obligations issued by the District or the levy and collection of tax or other revenues or relating to any of the improvements for which any such warrants or other obligations were or are issued nor in any manner questioning the proceedings and authority under which any such warrants or other obligations were or are issued or affecting the validity thereof; neither the corporate existence or boundaries of the District nor the title of its present officers to their respective offices is being contested; no authority or proceedings for the issuance of any warrants or other obligations by the District have been repealed, revoked or rescinded as of the date hereof. All actions taken by the Board of Trustees referred to in said transcript were taken at a public meeting while open to the attendance of the public.

IN WITNESS WHEREOF, we have hereunto affixed our official signatures this 20 day of MARCH, 2012.



Chairman



Clerk

**SANITARY AND IMPROVEMENT DISTRICT NO. 230
OF SARPY COUNTY, NEBRASKA**

Agenda for Trustees' meeting to be held March 6, 2012, at 6:30 p.m. at Chalco Hills Recreation Area Visitor's Center, 8901 South 154th Street, Omaha, Nebraska, which meeting will be open to the public.

1. Announcement in Compliance with Open Meetings Act.
2. Approve Minutes of January 24, 2012 meeting.
3. Resident Concerns.
4. Review of Bids for 2012 Pavement Reconstruction Project.
5. Adoption of Resolution of Necessity on 2012 Pavement Reconstruction Project.
6. Approval of Bid for 2012 Pavement Reconstruction Project.
7. Payment of Bills.

CERTIFICATE

The undersigned Clerk of the above-designated District certifies that the foregoing agenda was prepared and available for public inspection at the address shown in the notice of the meeting prior to the commencement of the meeting and no items were added to the agenda after the commencement of the meeting.



Clerk, Sanitary and Improvement District
No. 230 of Sarpy County, Nebraska