

**BOARD OF COMMISSIONERS**  
**SARPY COUNTY, NEBRASKA**  
**RESOLUTION AWARDING BID FOR VARIOUS CONCRETE PANEL REPAIRS,**  
**PROJECT C-77 (08-10)**

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6)(Reissue 1997), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 1997), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, bids for this matter have been solicited, made, opened and reviewed pursuant to applicable Nebraska State Statutes; and,

WHEREAS, based on those proceedings, and after a public hearing, this Board has duly deliberated and considered the bids received; and,

WHEREAS, this Board desires to proceed forthwith in order to expedite and facilitate service to the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COUNTY COMMISSIONERS THAT:

- (1) The low bid Navarro Enterprise Construction for Various Concrete Panel Repairs, Project C-77 (08-10) in the total amount of \$112,045.20 plus the Alternate bid for Pavement Repair 47B-HE-3625 at \$51.00 per square yard if needed is accepted, ratified, and confirmed.
- (2) This Board's Chairman, Clerk, and Attorney are hereby authorized and directed to execute such ancillary documents as may be required to evidence the contract and take any and all steps necessary or required in order to carry out the terms of such contract after said documents have been reviewed by the Attorney, Fiscal Administrator, and County Administrator.

Dated this 9th day of June, 2009

Moved by Rich Jensen, and seconded by Pat Thomas, that the above Resolution be adopted. Carried.

YEAS: [Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

NAYS: none

ABSENT: none

ABSTAIN: none

Attest: [Signature]  
Sarpy County Clerk Asst Chief Deputy



Approved as to form: [Signature]  
Deputy County Attorney

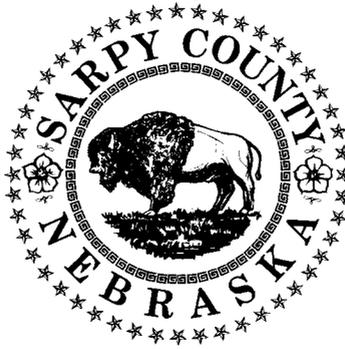
# Sarpy County Board of Commissioners

1210 GOLDEN GATE DRIVE  
PAPILLION, NE 68046-2895  
593-4155  
www.sarpy.com

ADMINISTRATOR  
Mark Wayne

DEPUTY ADMINISTRATOR  
Scott Bovick

FISCAL ADMIN./PURCHASING AGT.  
Brian Hanson



<u>COMMISSIONERS</u>	
<b>Rusty Hike</b>	District 1
<b>Joni Jones</b>	District 2
<b>Tom Richards</b>	District 3
<b>Pat Thomas</b>	District 4
<b>Rich Jansen</b>	District 5

## MEMO

To: Sarpy County Board of Commissioners

From: Brian Hanson

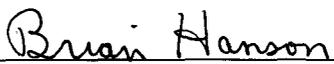
Re: Award of bid for Various Concrete Panel Repairs, Project C-77 (08-10)

On June 2, 2009, six (6) bids were opened for Various Concrete Panel Repairs, Project C-77 (08-10) for the Sarpy County Highway Department (see the attached bid tabulation).

It is recommended by the Highway Department that the bid be awarded to the low bidder, Navarro Enterprise Construction, for a total of \$112,045.20 plus the Alternate bid for Pavement Repair 47B-HE-3625 at \$51.00 per square yard if needed . I have attached the Highway Department's Recommendation for your review. There are 25 working days for this project. The Engineer's estimate for this project was \$177,190.

I have placed this on the June 9, 2009 Board agenda and recommend approval. Please feel free to contact me at 593-2349 if there are any questions or concerns.

June 4, 2009

  
 \_\_\_\_\_  
 Brian Hanson

cc: Deb Houghtaling  
 Mark Wayne  
 Scott Bovick  
 Beth Cunard  
 Tom Lynam  
 Bill Herr

# THOMAS A. LYNAM

SARPY COUNTY SURVEYOR

• 15100 SOUTH 84th STREET • PAPHILLION, NEBRASKA 68046 • 402.339.4606 • FAX: 402.339.6555 •

## Memo

**To:** Sarpy County Board of Commissioners

**From:** Tom Lynam, Sarpy County Surveyor 

**Date:** 06/04/2009

**Re:** *Recommend low bid C-77(08-10) Various Concrete Panel Repairs.*

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I recommend the Sarpy County Highway Department except the low bid in the amount of \$112,045.20 from Navarro Enterprise Construction for the construction of Project C-77(08-10) Various Concrete Panel Repairs.

If you have any questions, please feel free to contact me,

Various Concrete Panel Repairs  
Project C-77 (08-10)  
for the  
Sarpy County Highway Department

Open Date: Tuesday  
March 11, 2008  
at 3:00 p.m.

Vendor		Navarro Enterprise Construction		CYC Construction, Inc.		R&D Excavating Inc.		Tab Construction		Swain Construction		Luxa Construction	
		Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Panel Sub-Grade Preparation	2417	\$2.00 \$4,834.00	\$7.25	\$17,523.25	\$5.00	\$12,085.00	\$6.35	\$15,347.95	\$2.75	\$6,646.75	\$6.90	\$16,677.30
2	Pavement Repair 47B	2417	\$43.00 \$103,931.00	\$79.22	\$191,474.74	\$44.00	\$106,348.00	\$46.45	\$112,269.65	\$57.53	\$139,050.01	\$78.55	\$189,855.35
3	Barricades & Warning Signs	JOB	\$3,280.20 \$3,280.20	\$4,831.00	\$4,831.00	\$4,900.00	\$4,900.00	\$3,500.40	\$3,500.40	\$3,750.00	\$3,750.00	\$7,410.00	\$7,410.00
<b>Alternate Bid</b>													
2	Pavement Repair 47B-HE-3625	SY	\$51.00	\$14.90	\$52.00	\$56.70	\$60.15	\$55.75					
<b>Total Bid</b>			\$112,045.20	\$213,828.99	\$123,333.00	\$131,118.00	\$149,446.76	\$213,942.65					
<b>Total Alternate Bid</b>			\$51.00	\$14.90	\$52.00	\$56.70	\$60.15	\$0.00					
Bid Bond Included			Yes	Yes	Yes	Yes	Yes	Yes					
Contractor Start Date			10 Days after notice to proceed	June 15, 2009	July 1, 2009	July 27, 2009	July 6, 2009	July 20, 2009					

CONTRACTOR NAVARD ENTERPRISE CONSTRUCTION

Sarpy County, Nebraska  
Various Concrete Panel Repairs  
Sarpy County Project No. C-77 (08-10)  
Bid Form

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

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

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

	Description*	Unit	Quantity	Unit Price	Ext. Price
01.	Panel Sub-Grade Preparation	S.Y.	2,417	2. <sup>00</sup>	4,834. <sup>00</sup>
02.	Pavement Repair 47B	S.Y.	2,417	43. <sup>00</sup>	103,931. <sup>00</sup>
03.	Barricades & Warning Signs	L.S.	JOB	3,780. <sup>70</sup>	3,780. <sup>70</sup>
TOTAL					112,045. <sup>70</sup>
<b>Alternate Bid</b> - Bid price per square yard if needed for early opening of street					
02.	Pavement Repair 47B-HE-3625	S.Y.		5. <sup>00</sup>	--
Total Alternate Bid					

\*Prices are to be F.O.B. - Various Concrete Panel Repairs, Sarpy County, NE

CONTRACTOR START DATE:

10 DAYS AFTER NOTICE TO PROCEED

If notified of acceptance of this proposal and Contract award within sixty (60) days after date stated for receipt of bids, the undersigned agrees to execute a Contract, provide insurance certificates and performance bonds for the above named work and the above stated consideration in the form required within ten (10) days of such proposal acceptance notification; to commence the work within five (5) days of the Contractor's Notice to Proceed and to complete the Contract within **25 working days**.

Total base bid shall be the basis for establishing the amount of the Performance Bond in this Contract. The Total Base Bid is based on the quantities shown in the Proposal Form and on the dimensions shown in the Plans where specific quantities are not itemized, and is subject to additions or reductions according to the actual construction quantities as determined by the Engineer. Any such change orders shall be made by and become a part of the Engineers Certified

CONTRACTOR NAVARRO ENGINEERING CORPORATION

Progress Statement(s) of work in progress as well as final completed construction (Project Completion Report(s)).

The undersigned has carefully checked the bid blank quantities against the Plans and Specifications before preparing this Proposal and accepts the said quantities and amounts, as correctly listing the complete work to be done in accordance with the Plans and Specifications.

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

The undersigned also agrees that the time of commencement, rate of progress and time of completion of the work of the Contract are ESSENTIAL CONDITIONS of the Contract and that the Owner may retain a sum of five hundred dollars (\$500.00) per calendar day from the sum due under the Contract for each calendar day that the Contract remains uncompleted after the period of time stipulated.

**Company Information:**

Years in business: Since 1992

# of employees 20

Total sales last 3 years 11,700,000.00

**References:**

Company Name: City of Papillion  
Address: 122 E. 3rd St. Papillion, NE 68046  
Contact Name: TD² Eng. C. Riggs Phone Number: 330-8860  
Fax Number: 330-5866 Date of Purchase: 2008

Company Name: City of Omaha  
Address: 1819 Farnam St. - Public Works Dept.  
Contact Name: Dave Noonan Phone Number: 444-5200  
Fax Number: \_\_\_\_\_ Date of Purchase: 2008

Company Name: City of Bellevue  
Address: 210 W. Mission Ave Bellevue  
Contact Name: Jim Phone Number: 293-2042  
Fax Number: \_\_\_\_\_ Date of Purchase: 2007

CONTRACTOR Navarro Enterprises Construction

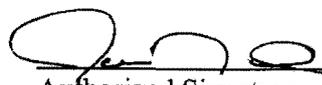
I certify that this bid is submitted in accordance with the specifications issued by Sarpy County.

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

Addendum #1           φ            
Addendum #2           φ          

Attachments:       Literature  
                          Warranty Information

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

Navarro Enterprises Construction  
Company Name  
  
Authorized Signature  
2914 R Street  
Address  
Omaha, NE 68107  
City, State & Zip

John Navarro  
Company Representative (Please print)  
402-734-6156  
Telephone Number  
402-884-3269  
Fax Number  
JN-navarro@yahoo.com  
E-Mail Address

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

## CONTRACT AGREEMENT

THIS CONTRACT is made and entered into in TRIPLICATE by and between Sarpy County, Nebraska hereinafter called County, and Navarro Enterprise Construction hereinafter called Contractor.

In consideration of the following mutual agreements and covenants, it is understood and agreed by the parties hereto that:

1. **The Contractor does hereby agree to undertake and construct Sarpy County Project No. C-77 (08-10) Various Concrete Panel Repairs.**

Also referred to hereinafter as work, in accordance with terms and provisions hereof and subject to the quality provisions in the accepted Proposal of Contractor for the sum of \$112,045.20 (One hundred twelve thousand forty five dollars and 20/100) plus the Alternate bid for Pavement Repair 47B-HE-3625 at \$51.00 (fifty one dollars) per square yard if needed, under penalty of Performance, Payment and Guarantee Bond.

2. The Contractor shall conform with the applicable plans and specifications, applicable Special Provisions and any applicable change order or addenda pertaining thereto or to this Contract, all of which by reference thereto are made a part hereof. Applicable notice to bidders, Instruction to bidders, Bid Proposal of Contractor, Resolution awarding this Contract, the Performance, Payment and Guarantee Bond and all proceedings by the governing body of the County relating to the aforesaid work are made a part hereto by reference thereto.
3. The County agrees to pay the Contractor in accordance with the provisions of the specifications, the accepted Proposal of the Contractor and the provisions of this Contract.
4. All provisions of each document and item referred to in Paragraph 2 above shall be strictly complied with the same as if rewritten herein, and in the event of conflict among the provisions of said documents, the provisions most favorable to the County shall govern, and substitution or change shall be made except upon written direction, the form of which shall be written "Change Order" of the County; and substitution or change shall in no manner be construed to release either party from any specified or implied obligation of this Contract except as specifically provided for in the Change Order.
5. The Contractor warrants that it has neither employed nor retained any company or person, other than bona fide employee working for Contractor to solicit or secure this Contract, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County shall have the right to annul this Contract without liability, or in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

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

8. Insurance Requirements

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

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

a. Worker's Compensation and Employers Liability Insurance

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

b. Commercial General Liability Insurance

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

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

c. Automobile Liability Insurance

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

d. Certificate of Insurance

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

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

e. Property Insurance

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

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

f. Insurance Company

All insurance coverages herein required of the Contractor shall be written by an insurance company or companies transacting business as an admitted insurer in the State of Nebraska or under the Nebraska Surplus Lines Insurance Act. All

insurance companies must possess a minimum A.M. Best Insurance Company rating of A-. Upon request by the County, the Contractor shall furnish evidence that the insurance company or companies being used by the Contractor meet the minimum requirements listed in this section.

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

9. The Contractor shall pay to the Unemployment Compensation Fund of the State of Nebraska unemployment contributions and interest due under the laws of the State of Nebraska on wages paid to individuals employed in the performance of this Contract, and shall submit to Sarpy County written clearance from the Commissioner of Labor of the State of Nebraska certifying that all payments due of contributions and interest which may have arisen under this Contract have been paid by the Contractor or his subcontractor, to the State of Nebraska Unemployment Compensation Fund. Payment of the final five percent (5%) of the total amount of the Contract shall be withheld until this provision have been complied with as required by Section 48-657 R.R.S. 1943, as amended.
10. The Contractor shall not, in performance of this Agreement, discriminate or permit discrimination against any person because of race, sex, age or political or religious options or affiliations in violation of federal or state laws or local ordinances and further the Contractor shall comply with Sarpy County ordinances pertaining to civil rights and human relations.
11. The Contractor shall procure a policy or policies of insurance which shall guarantee payment of compensation according to the Workmen's Compensation Laws of Nebraska for all workmen injured in the scope of employment; and further agrees to keep said policy or policies in full force by the Contractor throughout the term of this Contract. Certificates of insurance or copies of policies if required by any department of the County, shall be filed by the Contractor with Sarpy County.
12. Except as may otherwise be required by applicable law payment of any balance due to the Contractor under this Contract shall be made by the County to the Contractor upon completion of the Contractor's work and obligations in accordance with the Contract, upon acceptance thereof by the County, and upon submission of certificate by the Contractor in accordance with Paragraph 11 above. No payment by the County shall in any way constitute any waiver of any rights of Sarpy County.
13. Pursuant to Neb. Rev. Stat. 23-3113 (Reissue 1991), the Parties hereto declare and affirm that no officer, member, or other employee of the County, and no member of its governing body, and no other public official of the County who exercises any functions so responsibilities in the review or approval of the undertaking described in this Contract, or in the performing of services pursuant to this Contract which effects his or her personal

interest, or any corporation, partnership, or association in which he or she is directly or indirectly interested; nor shall any employee of the County, nor indirect, in this Contract or the proceeds thereof.

14. Neither County nor Contractor shall engage the services of any person or persons presently in the employ of the other for work covered by this Contract without the express written consent of the employer of such person or persons.
15. Each party declares, represents, warrants and acknowledges that it is not an agent for the other now, nor will it be in the future. Each party is an independent Contractor, and neither party is or will become the employee of the other as a result of the relationship created by this Contract.
16. It is understood and agreed by the parties to hereto that is any part, term, condition or provision of this Contract is held to be illegal or in conflict with any law of this State or of the United States, the validity of the remaining parts, terms, conditions, or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular part, term, condition, or provisions held to be invalid.
17. This Contract and documents incorporated herein by reference contain the entire Contract between the Parties, and there are no other written or oral promises, agreement or warrants which may effect it.
18. The Contractor acknowledges that it is, and will, remain fully obligated under the provisions of this Contract, regardless of any delegation of duties or assignment or benefits hereunder. Contractor further acknowledges and promises that the provisions of this Contract shall be made binding on any Subcontractor(s) it may retain. Contractor shall require that all Subcontractors hold County harmless from any and all claims and causes of action resulting from actions or activities of Subcontractor. Contractor shall require that all Subcontractors comply with any and all applicable State and Federal laws and that Subcontractor(s) obtain any and all necessary permits or licenses necessary to conduct work under this Contract.
19. Contractor **may not** subcontract or assign any portion of Contract without prior written approval from the County.
20. Vendor expressly guarantees all work and materials as described herein.

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

County: Ms. Deb Houghtaling  
Sarpy County Board Business Office  
1210 Golden Gate Dr  
Papillion, NE 68046

Contractor: Navarro Enterprise Construction  
2914 B. St.  
Omaha NE 68107

IN WITNESS WHEREOF, the parties hereto have caused these instruments to be executed in THREE original counterparts, this as of this 7<sup>th</sup> day of July, 2009.

(SEAL)

County of Sarpy, Nebraska  
A Body Politic and Corporate



Goni Jones 6/9/2009  
CHAIRMAN

ATTEST: \_\_\_\_\_  
CLERK: Gene Lousman  
Asst. Chief Deputy

APPROVED AS TO FORM:

[Signature]  
COUNTY ATTORNEY/DEPUTY

CONTRACTOR:

ATTEST:

Linda Andrews  
SECRETARY/WITNESS

Navarro Enterprise Construction, Inc.  
[Signature]  
PRESIDENT

THE AMERICAN INSTITUTE OF ARCHITECTS



Premium Amount Based on Final Contract Amount

Bond No. GRNE29636A

AIA Document A312

Performance Bond

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

CONTRACTOR (Name and Address):  
NAVARRO ENTERPRISE CONSTRUCTION, INC.  
2914 "R" STREET  
OMAHA, NE 68107

SURETY (Name and Principal Place of Business):  
GRANITE RE, INC.  
14001 QUAILBROOK DRIVE  
OKLAHOMA CITY, OK 73134

OWNER (Name and Address):  
SARPY COUNTY  
1210 GOLDEN GATE DRIVE  
PAPILLION, NE 68046

CONSTRUCTION CONTRACT  
Date: 6/26/2009  
Amount: \$ 112,045.20  
Description (Name and Location):  
COUNTY PROJECT NO. C-77 (08-10) - VARIOUS CONCRETE PANEL REPAIRS, SARPY COUNTY, MINNESOTA

BOND  
Date (Not earlier than Construction Contract Date): 6/26/2009  
Amount: \$ 112,045.20 ( ONE HUNDRED TWELVE THOUSAND FORTY FIVE AND 20/100)  
Modifications to this Bond:  None  See Page 3

CONTRACTOR AS PRINCIPAL  
COMPANY: (Corporate Seal)  
NAVARRO ENTERPRISE CONSTRUCTION, INC.

SURETY  
COMPANY: (Corporate Seal)  
GRANITE RE, INC.

Signature:   
Name and Title: John Navarro, Pres.

Signature:   
Name and Title: Jonathan Pate, Attorney-in-Fact

(Any additional signatures appear on page 3)

FOR INFORMATION ONLY-Name, Address and Telephone  
AGENT OR BROKER:  
Pate Bonding, Inc.  
1276 South Robert Street  
West St. Paul, MN 55118  
(651)457-6842

OWNER'S REPRESENTATIVE (Architect,  
or Engineer or other party):  
COUNTY ENGINEER

1. The Contractor and the 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 to participate in conferences as provided in Subparagraph 3.1.

3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. 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; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

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

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

4.3 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 the 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 Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its rights 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, tender payment therefore to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefore.

5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen 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 Subparagraph 4.4, and the Owner refuses the payment tendered 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.

6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, 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. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 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 Paragraph 4; and

6.3 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.

7. 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, or successors.

8. 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.

9. 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 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

able to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11. 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 here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

**12 DEFINITIONS**

12.1 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 Con-

tractor 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.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

**MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:**

None

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

CONTRACTOR AS PRINCIPAL

SURETY

Company: \_\_\_\_\_ Company: \_\_\_\_\_  
(Corporate Seal) (Corporate Seal)

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_ Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_ Address: \_\_\_\_\_

# THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. GRNE29636A

AIA Document A312

## Payment Bond

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

CONTRACTOR (Name and Address):  
**NAVARRO ENTERPRISE CONSTRUCTION, INC.**  
2914 "R" STREET  
OMAHA, NE 68107

SURETY (Name and Principal Place of Business):  
**GRANITE RE, INC.**  
14001 QUAILBROOK DRIVE  
OKLAHOMA CITY, OK 73134

OWNER (Name and Address):  
**SARPY COUNTY**  
1210 GOLDEN GATE DRIVE  
PAPILLION, NE 68046

### CONSTRUCTION CONTRACT

Date: **6/26/2009**

Amount: \$ **112,045.20**

Description (Name and Location):

**COUNTY PROJECT NO. C-77 (08-10) - VARIOUS CONCRETE PANEL REPAIRS, SARPY COUNTY, MINNESOTA**

### BOND

Date (Not earlier than Construction Contract Date): **6/26/2009**

Amount: \$ **112,045.20 ( ONE HUNDRED TWELVE THOUSAND FORTY FIVE AND 20/100)**

Modifications to this Bond:  None

See Page 6

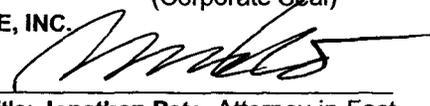
CONTRACTOR AS PRINCIPAL

SURETY

COMPANY: (Corporate Seal)  
**NAVARRO ENTERPRISE CONSTRUCTION, INC.**

COMPANY: (Corporate Seal)  
**GRANITE RE, INC.**

Signature:   
Name and Title: **John Navarro, Pres.**

Signature:   
Name and Title: **Jonathan Pate, Attorney-in-Fact**

(Any additional signatures appear on page 6)

FOR INFORMATION ONLY-Name, Address and Telephone

AGENT OR BROKER:

**Pate Bonding, Inc.**  
1276 South Robert Street  
West St. Paul MN 55118  
(651)457-6842

OWNER'S REPRESENTATIVE (Architect,  
Engineer or other party):  
**COUNTY ENGINEER**

1. The Contractor and the 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.
2. With respect to the Owner, this obligation shall be null and void if the Contractor:
  - 2.1 Promptly makes payment, directly, or indirectly, for all sums due Claimants, and
  - 2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
  - 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
  - 4.2 Claimants who do not have a direct contract with the Contractor:
    - .1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
    - .2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
    - .3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
  - 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
  - 6.2 Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. 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 the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
9. 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 payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
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. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, 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.
12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
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 here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this

Bond shall be construed as a statutory bond and not as a common law bond.

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

**15. DEFINITIONS**

15.1 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 Contract. The intent of this 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.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

**MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:**

Paragraph 6 of the Bond is deleted in its entirety and replaced with the following provision:

Within a reasonable time (1) after the claimant has satisfied the conditions of Paragraph 4 and (2) after the Surety has reviewed all supporting documentation it requested to substantiate the amount of the claim, the Surety shall pay or arrange for payment of any undisputed amounts. Failure of the Surety to satisfy the above requirements shall not be deemed a forfeiture or waiver of the Surety's or the Contractor's defenses under this Bond or their right to dispute such claim. However, in such event the Claimant may bring suit against the Surety as provided under this Bond.

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

CONTRACTOR AS PRINCIPAL  
Company: \_\_\_\_\_  
(Corporate Seal)

SURETY  
Company: \_\_\_\_\_  
(Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title:  
Address:

Signature: \_\_\_\_\_  
Name and Title:  
Address:

**ACKNOWLEDGMENT OF PRINCIPAL (Individual)**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me personally come(s) \_\_\_\_\_, to me known and known to me to be the person(s) who (is) (are) described in and executed the foregoing instrument and acknowledge(s) to me that \_\_\_ he \_\_\_ executed the same.

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT OF PRINCIPAL (Partnership)**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me personally come(s) \_\_\_\_\_, a member of the co-partnership of \_\_\_\_\_ to me known and known to me to be the person who is described in and executed the foregoing instrument and acknowledges to me that he executed the same as for the act and deed of the said co-partnership.

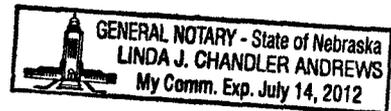
\_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT OF PRINCIPAL (Corporation)**

State of Nebraska )  
County of Douglas )

On this 30<sup>th</sup> day of June, in the year 2009, before me personally come(s) John Navarro, to me known, who, being duly sworn, deposes and says that he is the President of the Navarro Enterprise Const. Inc. the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

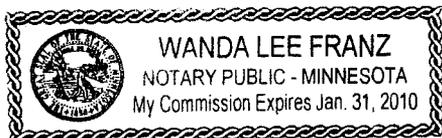
Linda J. Chandler Andrews  
Notary Public



**ACKNOWLEDGMENT OF SURETY**

State of Minnesota )  
County of Dakota )

On this 26<sup>th</sup> day of June, in the year 2009, before me personally come(s) Jonathan Pate, Attorney(s)-in-Fact of GRANITE RE, INC. with whom I am personally acquainted, and who, being by me duly sworn, says that he is (are) the Attorney(s)-in-Fact of GRANITE RE, INC. company described in and which executed the within instrument; that he know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he signed said instrument as Attorney(s)-in-Fact of the said company by like order.



Wanda Lee Franz  
Notary Public

**GRANITE RE, INC.**  
**GENERAL POWER OF ATTORNEY**

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

JONATHAN PATE; WANDA FRANZ; TOM LAHL; LISA M. FRANCOUR; JENNIFER BOYLES its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

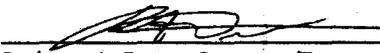
JONATHAN PATE; WANDA FRANZ; TOM LAHL; LISA M. FRANCOUR; JENNIFER BOYLES may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 14<sup>th</sup> day of January, 2008.

STATE OF OKLAHOMA    )  
                                  ) SS:  
COUNTY OF OKLAHOMA )



  
Kenneth D. Whittington, President

  
Rodman A. Frates, Secretary/Treasurer

On this 14<sup>th</sup> day of January, 2008, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Rodman A. Frates, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Rodman A. Frates were respectively the President and the Secretary/Treasurer of the GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:  
May 9, 2008  
Commission #: 00005708



  
Notary Public

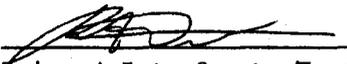
**GRANITE RE, INC.**  
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

“RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking.”

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 26<sup>th</sup> day of June, 2009.



  
Rodman A. Frates, Secretary/Treasurer



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/18/09

<b>PRODUCER</b> 1-866-220-4625 <b>Holmes Murphy and Associates - Omaha</b>  2637 South 158th Plaza Suite 200 Omaha, NE 68130	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
<b>INSURED</b> <b>Navarro Enterprise Construction, Inc.</b>  2914 R Street  Omaha, NE 68107-3430	<table border="1"> <tr> <th>INSURERS AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: <b>Employers Mutual Casualty Company</b></td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: <b>Employers Mutual Casualty Company</b>		INSURER B:		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A: <b>Employers Mutual Casualty Company</b>													
INSURER B:													
INSURER C:													
INSURER D:													
INSURER E:													

## COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	3D88803	06/04/09	05/07/10	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input checked="" 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	3E88803	06/04/09	05/07/10	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000  BODILY INJURY (Per person) \$  BODILY INJURY (Per accident) \$  PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$  OTHER THAN EA ACC AGG \$
A		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	3J88803	06/04/09	05/07/10	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below Y/N <input checked="" type="checkbox"/>	3H88803	06/04/09	05/07/10	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: Sarpy County Project No. C-77 (08-10) Various Concrete Panel Repairs

## CERTIFICATE HOLDER

Sarpy County, Nebraska

Ms. Deb Houghtaling  
1210 Golden Gate Drive

Papillion, NE 68046

USA

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2009/01) dwelf1

12265757

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