

**RESOLUTION AWARDING BID FOR
PHASE V CAP PROJECT FOR THE LANDFILL**

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 of Lessard Contracting for the Phase V Cap Project for the Landfill in the amount of Three Hundred Fifty Seven Thousand Four Hundred Eighty Eight Dollars and Seventy Five Cents (\$357,488.75) 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 22nd day of September, 2009.

Moved by Rich Gansen, and seconded by Tom Richards that the above Resolution be adopted. Carried.

YEAS: <u>[Signature]</u> <u>[Signature]</u> <u>[Signature]</u> <u>[Signature]</u> <u>[Signature]</u>	NAYS: <u>None</u> _____ _____	ABSENT: <u>None</u> _____ _____
		ABSTAIN: <u>None</u> _____ _____



Attest:
[Signature]
Sarpy County Clerk

Approved as to form and content:
SEAL [Signature]
Deputy County Attorney

SUBMITTED PROPOSALS & COSTS
 Date of Bid: September 17, 2009 2:00 pm
 Client: Sarpy County, Nebraska
 Project: Sarpy Co. San. Landfill Phs. V Cap
 TD² File No.: 229-223



Lessard Contracting Inc.
 P.O. Box 705
 Sergeant Bluff, IA 51054

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
1	Install and Maintain Construction Entrance	1	EA.	\$2,500.00	\$2,500.00
2	Construct and Maintain Diversion Berm	350	L.F.	\$5.25	\$1,837.50
3	Silt Fence, in place	1,100	L.F.	\$2.10	\$2,310.00
4	Clear and Grubbing	1	LS	\$15,000.00	\$15,000.00
5	Stripping	5,650	C.Y.	\$1.30	\$7,345.00
6	Remove 6" PVC Drain Line w/Fittings and Concrete Outlet Collar	58	L.F.	\$50.00	\$2,900.00
7	Remove Bollard	1	EA.	\$150.00	\$150.00
8	Intermediate Cover Grading w/Patrol	1	LS	\$14,500.00	\$14,500.00
9	Excavate and Recompact Soil Materials	30,000	C.Y.	\$4.00	\$120,000.00
10	Furnish and Install Non-Woven Geotextile Gas Transmission Layer	110,350	S.F.	\$0.22	\$24,277.00
11	Furnish and Install 40 Mil Geomembrane	106,650	S.F.	\$0.62	\$66,123.00
12	Furnish and install Drainage Net - Bonded Geotextile	110,250	S.F.	\$0.585	\$64,496.25
13	Furnish and Install 6" Perforated ABS Pipe w/Fittings, per detail	555	L.F.	\$14.00	\$7,770.00
14	Furnish and Install 6" PVC Drain Line w/Fittings and Concrete Outlet Collar	107	L.F.	\$42.00	\$4,494.00
15	Install 8" x 8" x 8" Metal Pipe Bollard	1	EA.	\$690.00	\$690.00
16	Furnish and Install Type B Riprap over Geotextile Fabric	7	TON	\$58.00	\$406.00
17	Adjust Leachate System Vent Pipes to New Grade	2	EA.	\$1,510.00	\$3,020.00
18	Remove and Salvage Litter Control Chain Link Fence	705	L.F.	\$2.00	\$1,410.00

No estimate published Bond: 5% of Bid

THOMPSON, DREESSEN & DORNER, INC

SUBMITTED PROPOSALS & COSTS
 Date of Bid: Sept. 17, 2009 2:00 pm
 Client: Sarpy County, Nebraska
 Project: Sarpy Co Landfill Phase V Cap
 TD² File No.: 229-233



Lessard Contracting Inc.
 P.O. Box 705
 Sergeant Bluff, IA 51054

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
19	Remove and Dispose of Litter Control Chain Link Fence, Salvage Posts	600	L.F.	\$2.00	\$1,200.00
20	Install Salvaged Litter Control Chain Link Fence	800	L.F.	\$5.75	\$4,600.00
21	Erosion Control Blanket C125, in place	50	S.Y.	\$2.50	\$125.00
22	Spread & Disk in Compost Material provided by Sarpy County	1,090	C.Y.	\$6.50	\$7,085.00
23	Seed & Mulch Final Cover Surface and Disturbed Areas	7	AC.	\$750.00	\$5,250.00
TOTAL BID					\$357,488.75 *
* Corrected in accordance with Notice to Bidders					

PROPOSAL

TO: Debra J. Houghtaling, Clerk of
 Sarpy County, Nebraska

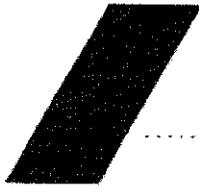
September 17, 2009

SARPY COUNTY SANITARY LANDFILL
 156TH & FAIRVIEW ROAD
 PHASE V CAP

The undersigned, having carefully examined the plans and specifications and contract documents prepared by Thompson, Dreessen & Dornier, Inc., engineers for the construction of SARPY COUNTY SANITARY LANDFILL, 156TH & FAIRVIEW ROAD, PHASE V CAP, in and for the Sarpy County Board of Commissioners of Sarpy County, Nebraska, and other such work as may be incidental thereto, and having carefully examined the site of the work, hereby proposed to furnish all labor, tools, materials, and equipment required for the performance of such work according to the following schedule of approximate quantities for the unit prices herein set forth:

Item	Description	Approx. Quantities	Unit	Price	Amount
1	Install and Maintain Construction Entrance	1	EA	\$2,500.00	\$2,500.00
2	Construct and Maintain Diversion Berm	350	LF	\$5.25	\$1,837.50
3	Silt Fence, in place	1,100	LF	\$2.10	\$2,310.00
4	Clear and Grubbing	1	LS	\$15,000.00	\$15,000.00
5	Stripping	5,650	CY	\$1.30	\$7,345.00
6	Remove 6" PVC Drain Line w/Fittings and concrete outlet collar	58	LF	\$50.00	\$2,900.00
7	Remove Bollard	1	EA	\$150.00	\$150.00
8	Intermediate Cover Grading w/Patrol	1	LS	\$14,500.00	\$14,500.00
9	Excavate and Recompact Soil Materials	30,000	CY	\$4.00	\$1,200,000.00
10	Furnish and Install Non-Woven Geotextile Gas Transmission Layer	110,350	SF	\$0.62	\$68,417.00
11	Furnish and Install 40 Mil Geomembrane	106,650	SF	\$0.62	\$66,123.00
12	Furnish and Install Drainage Net - Bonded Geotextile	110,250	SF	\$0.585	\$64,496.25
13	Furnish and Install 6" Perforated ABS Pipe w/Fittings, per Detail	555	LF	\$14.00	\$7,770.00
14	Furnish and Install 6" PVC Drain Line w/Fittings and concrete outlet collar	107	LF	\$42.00	\$4,494.00
15	Install 8" x 8" x 8' Metal Pipe Bollard	1	EA	\$696.00	\$696.00
16	Furnish and Install type B Riprap over geotextile Fabric	7	TON	\$58.00	\$406.00
17	Adjust Leachate System Vent Pipes to New Grade	2	EA	\$1,570.00	\$3,140.00

DUWAINE K. BRIGMAN
253-2461



COUNTY OF SARPY
DIVISION OF ENVIRONMENTAL CONTROL
1210 GOLDEN GATE DRIVE • PAPILLION, NEBRASKA 68046

Memorandum

September 17, 2009

TO: Sarpy County Board of Commissioners

RE: Recommendation to award the Phase V Cap Project to
LESSARD CONTRACTING, INC. the General Contractor
that submitted a bid for this project on September 17, 2009.

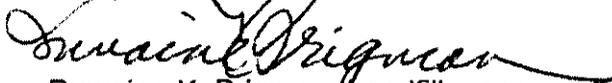
FROM Duwane K. Brigman, Sarpy County Landfill

It is my recommendation to award the Phase V Cap Project to: Lessard Contracting, Inc. of Sergeant Bluff, Iowa 51054, telephone: 712-252-4153.

Lessard Contracting, Inc. has been the successful bidder on previous projects at the Sarpy County Landfill in the past, and has preformed beyond expectation, this company has been in business for 27 years.

The bid submitted was for the dollar amount of \$ 355,142. 45; however there was a math error in the addition of the sub totals column, which changes the bid submittal to \$ 357,488.75. The bid bond is in place and the math error does not affect the bid bond, it is based upon percentages not a dollar amount specifically.

Respectfully submitted,


Duwane K. Brigman, Landfill manager



THOMPSON, DREESSEN & DORNER, INC.
Consulting Engineers & Land Surveyors

Robert J. Thompson, P.E.
2430 Papillon Blvd., Suite 100
Papillon, NE 68046
Tel: 402-330-8860
Fax: 402-330-8860
www.td2co.com

September 18, 2009

**SENT VIA: U.S. MAIL &
E-MAIL:**

**landf@sarpy.com
bcunard@sarpy.com
lessardb@lessardcon.com**

Sarpy County Department of Environmental Control
1210 Golden Gate Drive
Papillion, NE 68046

ATTN: Mr. Duwaine Brigman, Director
RE: Sarpy County – Phase V Cap
TD# File No. 229-223.17

Mr. Brigman:

A bid was received on September 17, 2009 for the construction of the Phase V Cap at the Sarpy County Sanitary Landfill site near Springfield. We have reviewed the bid and bid bonds and they are in order. The pre-bid submittal for the geomembrane and geomembrane installer has been submitted. A tabulation of the bid is enclosed. Lessard Contracting, Inc. of Sergeant Bluff, Iowa submitted the bid in the amount of \$357,488.75. They are a qualified contractor for this type of work and we recommend that the contract be awarded at the next regularly scheduled Board Meeting.

If you have any questions, please contact me.

Sincerely,

THOMPSON, DREESSEN & DORNER, INC.

Daren A. Konda, P.E.

DAK/bam
Enclosure

cc: w/enclosure: Mr. Mark Wayne, Sarpy County Administrator
Beth Cunard, Purchaser/Contracts Specialist
Brian Hanson, Fiscal Administrator
Bob Lessard, Lessard Contracting, Inc.

Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE
1210 GOLDEN GATE DRIVE
SUITE 1129
PAPILLION, NE 68046-2845
FAX (402) 593-4304



Brian E. Hanson, Purchasing Agent
(402) 593-2349
Debby Peoples, Assistant Purchasing Agent
(402) 593-4164
Beth Cunard, Purchaser/Contract Specialist
(402) 593-4476
Lois Spethman, Supply Clerk/Purchaser
(402) 593-2102

MEMO

To: Sarpy County Board of Commissioners
From: Beth Cunard
Re: Award of bid for Phase V Final Cap

September 17, 2009, two (2) bids were received the Phase V Final Cap for the Landfill. (See attached bid tabulation). One incomplete bid was faxed to the Clerk's Office and therefore cannot be considered. It is recommended the bid be awarded to Lessard Contracting for \$357,488.75 with all work being completed within forty (40) days after the Notice to Proceed. The cost is within the engineers estimate.

If you have any questions, please feel free to contact me at 593-4476.

September 18, 2009


Beth Cunard

cc: Deb Houghtaling
Mark Wayne
Scott Bovick
Brian Hanson
Duwaine Brigman

NOTICE OF AWARD

TO: LESSARD CONTRACTING, INC.
P.O. Box 705
Sergeant Bluff, IA 51054

PROJECT DESCRIPTION: SARPY COUNTY LANDFILL, 156TH & FAIRVIEW ROAD
PHASE V CAP
TD² File No. 229-223.18

You are hereby notified that we have recommended to the Owner that your bid be accepted in the amount of \$357,488.75.

You are required by the Information for Bidders to execute the agreement and furnish the required Contractor's Performance Bond and Payment Bond and Insurance Certificate within 10 calendar days from receipt of this Notice.

If you fail to execute this Agreement and to furnish said bonds within 10 days, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner, c/o Thompson, Dreessen & Dorner, Inc., Engineers for the Project.

Dated this 18 day of SEPT, 2009.

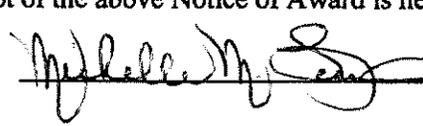
OWNER: COUNTY OF SARPY, STATE OF NEBRASKA,
A BODY POLITIC AND CORPORATE

BY: 
Charles E. Riggs, P.E.

TITLE: Project Engineer

ACCEPTANCE OF NOTICE:

Receipt of the above Notice of Award is hereby acknowledged.

BY:  this the 21st day of September, 2009

TITLE: Resident



**THOMPSON, DREESSEN
& DORNER, INC.**
 Consulting Engineers & Land Surveyors
 10836 OLD MILL ROAD
 OMAHA, NEBRASKA 68154
 TELEPHONE: (402) 330-8860
 FAX: (402) 330-5866

LETTER OF TRANSMITTAL

DATE September 22, 2009	JOB NO: 229-223
ATTENTION Duwaine Brigman	
RE: Phase V Cap Notice of Award / Contracts Bonds Certificate of Insurance	

TO: Sarpy County
 1210 Golden Gate Drive Suite 1116
 Papillion, NE 68046

WE ARE SENDING YOU Attached Under separate cover via _____ the following items:

Shop drawings Prints Plans Samples Specifications
 Copy of Letter Change order Contracts, Bonds Insurance Cert.

QUANTITY	DATED	DESCRIPTION
1	9/21/09	Notice of Award
4	9/21/09	Performance and Payment Bond
4	9/21/09	Contract (signed by Lessard Contracting, Inc.)
4	9/21/09	Certificate of Insurance

THESE ARE TRANSMITTED as checked below:

- For approval Approved as submitted Resubmit _____ copies for approval
 For your use Approved as noted Submit _____ copies for distribution
 As requested Returned for corrections Return _____ corrected prints
 For review and comment If approved please return one copy _____
 FOR BIDS DUE _____, 20____ PRINTS RETURNED AFTER LOAN TO US

REMARKS:

Duwaine,
 Please review the attached documents.
 If approved by the Board please return one copy.

CC:	SIGNED: Daren Konda
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CONTRACT

THIS AGREEMENT made and entered into in quadruplicate, this 22nd day of September, 2009, by and between the COUNTY OF SARPY, STATE OF NEBRASKA, A BODY POLITIC AND CORPORATE, hereinafter referred to as "Owner" and Lessard Contracting, Inc., hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, the Contractor did on September 17, 2009 submit to the Owner the lowest best proposal for all items on the plans and specifications prepared for the Owner by Thompson, Dreesen & Dorner, Inc., Engineers, entitled "Plans and Specifications for "SARPY COUNTY SANITARY LANDFILL, 156TH & FAIRVIEW ROAD, PHASE V CAP" and for all work incidental or necessary thereto.

This contract, including the Notice inviting contractors to bid, the instructions to bidders, the proposal form, the construction bond, and applicable laws governing the Owner's authority to contract, and the general detailed plans and specifications, contains the entire agreement between the Owner and Contractor, and there are no other written or oral promises, agreements, or warrants which may affect it, except as previously noted 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 for each party named below:

Owner: County of Sarpy, State of Nebraska
c/o Ms. Deb Houghtaling
Clerk of Sarpy County
1210 Golden Gate Drive
Papillion, NE 68046

Contractor: Lessard Contracting, Inc.
P.O. Box 705
Sergeant Bluff, IA 51054

In consideration of the following mutual agreements and covenants to be kept by each party, the Contractor agrees to furnish all tools, labor, equipment, materials and permits required to construct said SARPY COUNTY SANITARY LANDFILL, 156TH & FAIRVIEW ROAD, PHASE V CAP in accordance with the aforesaid plans and specifications for the following unit prices:

Item	Description	Approx. Quantities	Unit Price	Amount
1	Install and Maintain Construction Entrance	1 EA	\$2,500.00 / EA	\$2,500.00
2	Construct and Maintain Diversion Berm	350 LF	\$5.25 / LF	\$1,837.50
3	Silt Fence, in place	1,100 LF	\$2.10 / LF	\$2,310.00
4	Clear and Grubbing	1 LS	\$15,000.00 / LS	\$15,000.00
5	Stripping	5,650 CY	\$1.30 / CY	\$7,345.00
6	Remove 6" PVC Drain Line w/Fittings and concrete outlet collar	58 LF	\$50.00 / LF	\$2,900.00
7	Remove Bollard	1 EA	\$150.00 / EA	\$150.00
8	Intermediate Cover Grading w/Patrol	1 LS	\$14,500.00 / LS	\$14,500.00
9	Excavate and Recompact Soil Materials	30,000 CY	\$4.00 / CY	\$120,000.00

Item	Description	Approx. Quantities	Unit Price	Amount
10	Furnish and Install Non-Woven Geotextile Gas Transmission Layer	110,350 SF	\$0.22 / SF	\$24,277.00
11	Furnish and Install 40 Mil Geomembrane	106,650 SF	\$0.62 / SF	\$66,123.00
12	Furnish and Install Drainage Net - Bonded Geotextile	110,250 SF	\$0.585 / SF	\$64,496.25
13	Furnish and Install 6" Perforated ABS Pipe w/Fittings, per Detail	555 LF	\$14.00 / LF	\$7,770.00
14	Furnish and Install 6" PVC Drain Line w/Fittings and concrete outlet collar	107 LF	\$42.00 / LF	\$4,494.00
15	Install 8" x 8" x 8' Metal Pipe Bollard	1 EA	\$690.00 / EA	\$690.00
16	Furnish and Install type B Riprap over geotextile Fabric	7 TON	\$58.00 / TON	\$406.00
17	Adjust Leachate System Vent Pipes to New Grade	2 EA	\$1,510.00 / EA	\$3,020.00
18	Remove and Salvage Litter Control Chain Link Fence	705 LF	\$2.00 / LF	\$1,410.00
19	Remove and Dispose of Litter Control Fence Chain Link Fence, Salvage Posts	600 LF	\$2.00 / LF	\$1,200.00
20	Install Salvaged Litter Control Chain Link Fence	800 LF	\$5.75 / LF	\$4,600.00
21	Erosion Control Blanket C125, in place	50 SY	\$2.50 / SY	\$125.00
22	Spread & Disk in Compost Material Provided by Sarpy County	1,090 CY	\$6.50 / CY	\$7,085.00
23	Seed & Mulch Final Cover Surface and Disturbed Areas	7 AC	\$750.00 / AC	\$5,250.00
TOTAL CONTRACT AMOUNT				\$357,488.75

Contractor shall also furnish all bonds required and pay all permit fees, and any other charges levied or required by any governmental authority exercising control over this project.

Once each month, the Owner will pay the Contractor 90% of the value of the work completed as of the end of the preceding month, as certified by the Owner's Engineer. The balance will be paid by the Owner upon completion of the work, approval of the Owner's Engineer, and acceptance by the Owner.

Contractor must furnish a 100% Contract Performance Bond and a 100% Labor and Material Payment Bond (including two (2) year Maintenance Guarantee) in accordance with the General Conditions of the Contract. Contractor must also furnish a Certificate of Insurance for Worker's Compensation and Public Liability Insurance and Auto Insurance in the manner and with minimum limits as set forth in the General Conditions of the Contract.

Contract is let subject to the following conditions:

Contractor promises to abide by the Americans With Disabilities Act of 1990 (42 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). 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 Title VII 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 employee which 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.

Contractor warrants that it has neither employed nor retained any company or person, other than a 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.

Contractor promises that it shall save and hold County, its elected and appointed officials, officers, employees and agents, harmless from any and all claims, costs, loss or liability, of whatever type and kind, which may arise or allegedly arise from the activities of Contractor whether due to the negligent or intentional activities of Contractor.

The Parties hereto promise and agree to comply with all Federal and State laws and County ordinances, and such rules and other regulations which may apply to this Contract, including but not limited to, those set forth herein.

Neither County nor Contractor shall engage the service of any person or persons presently in the employ of the other for work covered by this Contract without the written consent of the employer of such person or persons.

If Sarpy County fails to enforce any rights or remedy under this agreement, that failure will not be construed as a waiver of any right or remedy with respect to any other breach or failure.

Contractor agrees to commence work on or before the date identified in the Notice to Proceed, and to complete all work within 40 working days. For each calendar day that any work shall remain uncompleted after the above specified completion date, the Contractor shall pay to the Owner the sum of \$400.00 per day, not as a penalty, but at predetermined and agreed liquidated damages.

EXECUTED the day and year first above written.

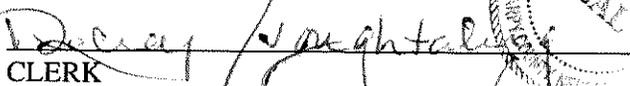
THE COUNTY OF SARPY, STATE OF NEBRASKA,
A BODY POLITIC AND CORPORATE

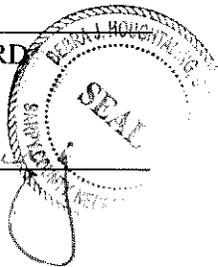
LESSARD CONTRACTING, INC.

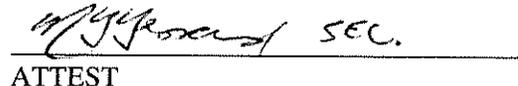


CHAIRMAN, SARPY COUNTY BOARD
OF COMMISSIONERS


BY _____ TITLE


CLERK




ATTEST

PAYMENT BOND

Bond No. 8962869

KNOW ALL MEN BY THESE PRESENTS: that
Lessard Contracting, Inc.

(Name of Contractor)
P.O. Box 705, Sergeant Bluff, IA 51054

(Address of Contractor)

a Corporation, hereinafter called Principal,
(Corporation, Partnership or Individual)

and Fidelity and Deposit Company of Maryland

(Name of Surety)

7045 College Blvd - 4th Floor, Overland Park, KS 66211

(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto County of Sarpy, State of Nebraska

hereinafter called Owner, in the penal sum of ~~Three Hundred Fifty Seven Thousand Four Hundred Eighty Eight~~ Dollars, \$ ~~357,488.75~~) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 22nd day of September, 2009, a copy of which is hereto attached and made a part hereof for the construction of Phase V Cap at Sarpy County Landfill

NOW,

THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment, and tools consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work whether by subcontractors or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied. IN WITNESS WHEREOF, this instrument is executed in ___ counterparts, each one of which shall be deemed an original this the 22nd day of September, 2009.

ATTEST:

[Signature]

(Principal) Secretary

(SEAL) NO SEAL

Witness as to Principal

Address

ATTEST:

See Power

(Surety) Secretary

(SEAL)

[Signature]

Witness as to Surety

Address

Lessard Contracting, Inc.

PRINCIPAL

BY: *[Signature]*

ADDRESS: P.O. Box 705, Sergeant Bluff, IA 51054

Fidelity and Deposit Company of Maryland

SURETY

BY: *[Signature]*
Attorney-in-Fact Robert E. Scott

ADDRESS 916 Grandview Blvd, Sioux City, IA 51101

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute bond.

PERFORMANCE BOND

Bond No. 8962869

KNOW ALL MEN BY THESE PRESENTS: that
Lessard Contracting, Inc.

(Name of Contractor)
P.O. Box 705, Sergeant Bluff, IA 51054

(Address of Contractor)
a Corporation, hereinafter called Principal,
(Corporation, Partnership, or Individual)
and Fidelity and Deposit Company of Maryland

(Name of Surety)
7045 College Blvd - 4th Floor, Overland Park, KS 66211

(Address of Surety)
County of Sarpy, State
hereinafter called Surety, are held and firmly bound unto ~~County of Sarpy, State~~ County of Sarpy, State, hereinafter called
~~Three Hundred Fifty Seven Thousand, Four Hundred Eighty Eight~~ Three Hundred Fifty Seven Thousand, Four Hundred Eighty Eight Dollars, \$~~357,488.75~~ 357,488.75 in lawful money of the United States, for
the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and
severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract
with the Owner, dated the 22nd day of September, 2009, a copy of which is hereto attached and made a part
hereof for the construction of Phase V Cap at Sarpy County Landfill ~~Phase V Cap at Sarpy County Landfill~~ NOW, THEREFORE, if the Principal shall
well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements
of said Contract during the original term thereof, and any extensions thereof which may be granted by the
Owner, with or without notice to the Surety, and during the 2 year guaranty period, and if he shall
satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the
Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and
repay the Owner all outlay and expense which the Owner may incur in making good any default, then this
obligation shall be void; otherwise to remain in full force and effect. PROVIDED FURTHER, that the said
Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition
to the terms of the Contract or to work to be performed thereunder or the specifications accompanying the same
shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change,
extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.
PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right
of any beneficiary hereunder, whose claim may be unsatisfied. IN WITNESS WHEREOF, this instrument is
executed in 4 counterparts, each one of which shall be deemed an original, this the 22nd day of
September, 2009.

Lessard Contracting, Inc.

Principal

ATTEST: [Signature]
(Principal) Secretary
(SEAL) NO SEAL

BY: [Signature] (S)

ADDRESS: P.O. Box 705, Sergeant Bluff, IA

(WITNESS TO PRINCIPAL)

Fidelity and Deposit Company of Maryland

ADDRESS
ATTEST:
See Power

BY: [Signature]

(Surety) Secretary
(SEAL)
[Signature]
(WITNESS AS TO SURETY)

Attorney-in-Fact Attorney-in-Fact
ADDRESS: 916 Grandview Blvd, Sioux City, IA

NOTE: Date of Bond must not be prior to date of contract. If Contractor is Partnership, all partners should
execute bond.

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by WILLIAM J. MILLS, Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Robert E. SCOTT, of Sioux City, Iowa**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed, ~~any and all bonds and undertakings~~, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Robert E. SCOTT, dated July 17, 2003.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 7th day of February, A.D. 2005.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Eric D. Barnes

Eric D. Barnes

Assistant Secretary

William J. Mills

By:

William J. Mills

Vice President

State of Maryland }
City of Baltimore } ss:

On this 7th day of February, A.D. 2005, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Maria D. Adamski

Maria D. Adamski

Notary Public

My Commission Expires: July 8, 2011

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

CERTIFICATE

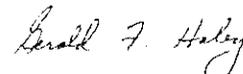
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 22nd day of September, 2009.


Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

OP ID JN
LESSA-1

DATE (MM/DD/YYYY)
09/18/09

PRODUCER Mills-Shellhammer-Puetz & Asso P.O. Box 567 Sioux City IA 51102 Phone: 712-258-2580 Fax: 712-258-2184	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.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Lessard Contracting, Inc. ACBY, Inc. Lessardcon, Inc. PO Box 705 Sergeant Bluff IA 51054	INSURER A: CINCINNATI INSURANCE CO	16
	INSURER B: CINCINNATI INDEMNITY CO	35
	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 ADOT 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 type="checkbox"/> LOC	CPP5581933AWR	07/03/09	07/03/10	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CPA5581933AWR	07/03/09	07/03/10	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 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 DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	CCC1162882	07/03/09	07/03/10	EACH OCCURRENCE \$ 8000000 AGGREGATE \$ 8000000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	WC1921096-02	07/03/09	07/03/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500000 E.L. DISEASE - EA EMPLOYEE \$ 500000 E.L. DISEASE - POLICY LIMIT \$ 500000
A	OTHER Rented equipment	CPP5581933AWR	07/03/09	07/03/10	150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Project: Sarpy County Sanitary Landfill, 156th Fairview Road, Phase V Cap;
 Additional insured for this project to show as County of Sarpy and Thompson Dreessen & Dorner, Inc., 10836 Old Mill Road, Omaha, NE 681154

CERTIFICATE HOLDER County of Sarpy State of Nebraska Attn: Deb Houghtaling, Clerk 1210 Golden Gate Drive Papillion NE 68046	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
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IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.