

**BOARD OF COMMISSIONERS  
SARPY COUNTY, NEBRASKA**

**RESOLUTION AWARDING BID FOR LAW ENFORCEMENT CENTER PROJECT**

09/1000560

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 All Purpose Utilities, Inc. for the Law Enforcement Center Project in the amount of Six Million Two Hundred and Two Thousand Nine Hundred Dollars and No Cents (\$6,202,900.00) including the Base Bid, Alternate 1, Alternate 2, Alternate 3, and Alternate 4 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 20<sup>th</sup> day of October, 2009.

Moved by Datrick Thomas, and seconded by Tom Richards that the above Resolution be adopted. Carried.

YEAS:

NAYS:

ABSENT:

[Signature]  
[Signature]  
[Signature]  
[Signature]

None  
 \_\_\_\_\_  
 \_\_\_\_\_

Rich Jansen  
 \_\_\_\_\_  
 \_\_\_\_\_

ABSTAIN:

None  
 \_\_\_\_\_  
 \_\_\_\_\_



Attest:

[Signature]  
 Sarpy County Clerk

SEAL

Approved as to form and content:

[Signature]  
 Deputy County Attorney

## SECTION 00 41 13 - BID FORM -- COMBINED CONTRACT

Sarpy County  
Law Enforcement Center  
Papillion, Nebraska

CWP Project No. 08139  
October 8, 2009

Bid of: All Purpose Utilities, Inc.

- a corporation organized and existing under the laws of the State of Nebraska;
- a corporation organized and existing under the laws of the State of \_\_\_\_\_  
and is/is not licensed to do business in the State of Iowa as a foreign corporation;
- a partnership consisting of \_\_\_\_\_ partners; or
- a sole proprietor;

hereinafter called the Bidder.

To: Deb Houghtaling, Sarpy County Clerk  
Sarpy County Courthouse  
1210 Golden Gate Drive  
Papillion, Nebraska 68046

The undersigned acknowledges that he has received and familiarized himself with the following:

**Project Manual:** per Project Manual Section 00 01 10 - Table of Contents

**Drawings:** per on Sheet CC0.1 and Project Manual Section 00 01 15 - List of Drawing Sheets

**Addenda:** CC-1 through CC-3

The undersigned further acknowledges that he has visited the site and familiarized himself with local conditions affecting the cost of the Work at the place where the Work is to be done.

In submitting this Bid, the undersigned agrees:

1. To furnish all material, labor, tools, expendable equipment, and all utility and transportation services necessary to perform and complete, in a workmanlike manner, all of the Work required for the Combined Construction, including General Construction and Electrical Work, in accord with the Bidding Documents prepared by CARLSON WEST POVONDRA ARCHITECTS for the consideration hereinafter set forth.
2. To hold his Bid open for forty (40) days after the receipt of Bids and to accept the provisions of the Instructions to Bidders regarding disposition of Bid Security.
3. To enter into and execute a Contract if awarded on the basis of this Bid, to furnish a Performance Bond and a Labor and Material Payment Bond in accord with the General Conditions and General

Requirements of this Contract, and to deliver executed Owner-Contractor Agreements and Bonds to the Architect within six (6) days after notification of award.

4. To complete the Work on or before APRIL, 2011

LUMP SUM BASE BID: The undersigned hereby proposes and agrees to perform the foregoing for:

the Lump Sum of SIX MILLION NINETY EIGHT THOUSAND Dollars (\$ 6,098,000.00)  
(To be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

Lump Sum Base Bid includes the following amount(s): WILL ADVISE

- General Construction \$ \_\_\_\_\_ (Including all GC Conditions and O/P)
- Mechanical/Plumbing Work \$ \_\_\_\_\_ (Excluding all GC Conditions and O/P)
- Electrical Work \$ \_\_\_\_\_ (Excluding all GC Conditions and O/P)

PRIME SUBCONTRACTORS: The undersigned proposes the following Prime Subcontractors:

- Mechanical Work: \_\_\_\_\_
- Plumbing Work: WILL ADVISE \_\_\_\_\_
- Electrical Work: \_\_\_\_\_

ATTACHED FORMS: The undersigned has attached the Alternates Form, Unit Prices Form, Bid Security and other items required in the Instructions to Bidders.

In submitting this Bid, it is understood that the right to reject any and all Bids and to waive irregularities in the bidding have been reserved by the Owner.

Dated this 8th day of October, 2009.

All Purpose Utilities, Inc.

Corporate Name of Bidder

7010 S. 66th LaVista, NE 68128

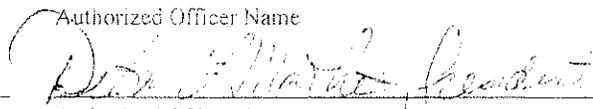
Address of Bidder

402-331-2550

Area Code/Telephone Number

Debra L. Mathews

Authorized Officer Name



Authorized Officer Signature

## SECTION 00 43 22 – UNIT PRICES FORM (BID FORM ATTACHMENT)

Sarpy County  
Law Enforcement Center  
Papillion, Nebraska

CWP Project No. 08139  
October 8, 2009

Attachment to the Bid of: All Purpose Utilities, Inc.

**UNIT PRICES:** The amount proposed by bidders, as a price per unit of measurement, for materials or services added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased. Refer to Division 1 Section "Unit Prices" of the Project Manual. Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

**UNIT PRICE 1:** Provide an "Add" and "Deduct" price for **increased or decreased excavation or overexcavation considering the reuse of on-site soils** in the space below. Unit prices shall include all costs associated with both the over excavation and replacement and recompaction of a cubic yard unit.

Add ONE AND  $\frac{70}{100}$  — Dollars (\$ 1.70 ) per cubic yard unit.

Deduct ONE AND  $\frac{35}{100}$  — Dollars (\$ 1.35 ) per cubic yard unit.

**UNIT PRICE 2:** Provide an "Add" price for **increased excavation or overexcavation considering the use of imported soils** in the space below. Unit price shall include all costs associated with the excavation, hauling, placement and recompaction of a cubic yard unit.

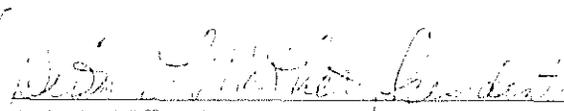
Add NINE AND  $\frac{50}{100}$  — Dollars (\$ 9.50 ) per cubic yard unit.

**UNIT PRICE 3:** Provide an "Add" price for **imported soils from an off-site source for areas of required excavation** in the space below. Unit price shall include all costs associated with the excavation, hauling, placement and compaction of a cubic yard unit.

Add NINE AND  $\frac{50}{100}$  — Dollars (\$ 9.50 ) per cubic yard unit.

October 8, 2009

Date

  
Authorized Officer Signature

SECTION 00 43 23 - ALTERNATES FORM

Sarpy County  
Law Enforcement Center  
Papillion, Nebraska

CWP Project No. 08139  
October 8, 2009

Attachment to the Bid of: All Purpose Utilities, Inc.

ALTERNATES: The lump sum base bid may be modified in accord with the following alternates as may be accepted by the Owner. Refer to Division 1 Section "Alternates" of the Project Manual. Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

ALTERNATE 1: Cistern Plant Irrigation System. If accepted, ADD to the Lump Sum Base Bid the sum of

THIRTY TWO THOUSAND Dollars (\$ 32,000.00).

ALTERNATE 2: Exterior Motorized Louvered Blinds. If accepted, ADD to the Lump Sum Base Bid the sum of

FORTY FOUR THOUSAND FOUR HUNDRED Dollars (\$ 44,400.00).

ALTERNATE 3: Roller Window Shades. If accepted, ADD to the Lump Sum Base Bid the sum of

FIFTEEN THOUSAND FIVE HUNDRED Dollars (\$ 15,500.00).

ALTERNATE 4: ECM Motors on Heat Pumps. If accepted, ADD to the Lump Sum Base Bid the sum of

THIRTEEN THOUSAND Dollars (\$ 13,000.00).

ALTERNATE 5: Reduction of Space Sensors. If accepted, DEDUCT from the Lump Sum Base Bid the sum of

TWO THOUSAND SEVEN HUNDRED Dollars (\$ 2,700.00).

ALTERNATE 6: Metal Roof Panels. If accepted, ADD from the Lump Sum Base Bid the sum of

THREE HUNDRED TWENTY THOUSAND SEVEN HUNDRED Dollars (\$ 320,700.00).



**Sarpy County Law Enforcement Center  
S 84<sup>th</sup> Street & Platteview Road  
Papillion, Nebraska**

**CWPA 13908**

**Tabulation of Bids**

October 8, 2009, 2:00 pm.

| <b>General Contract Bidders</b>         | <b>Base Bid<br/>Lump Sum</b> | <b>Alt 1<br/>Cistern Plant<br/>Irrigation System<br/>ADD</b> | <b>Alt 2<br/>Exter. Motorized<br/>Louvered Blinds<br/>ADD</b> | <b>Alt 3<br/>Roller Window<br/>Shades<br/>ADD</b> | <b>Alt 4<br/>ECM Motors on<br/>Heat Pumps<br/>ADD</b> | <b>Alt 5<br/>Reduction of<br/>Space Sensors<br/>DEDUCT</b> | <b>Alt 6<br/>Metal Roof<br/>Panels<br/>ADD</b> |
|---|------------------------------|--|---|---|---|--|--|
| All Purpose Construction<br>LaVista, NE | 6,098,000                    | 32,000   | 44,400  | 15,500  | 13,000  | 2,700  | 320,700  |
| Cheever Construction<br>Lincoln, NE     | 6,467,000                    | 45,000   | 43,000  | 15,000  | 14,000  | 5,500  | 327,000  |
| Construct, Inc.<br>Omaha, NE            | 6,415,000                    | 45,400   | 42,200  | 13,300  | 12,500  | 2,700  | 323,000  |
| Dicon Construction<br>Omaha, NE         | 6,416,000                    | 37,377   | 35,661  | 13,113  | 13,830  | 2,795  | 44,116   |
| DR Anderson Constructors<br>Omaha, NE   | 6,464,700                    | 59,200   | 40,700  | 13,700  | 14,600  | 5,400  | 317,500  |
| Hawkins Construction<br>Omaha, NE       | 6,510,000                    | 31,000   | 24,500  | 15,000  | 12,300  | 2,700  | 307,000  |
|   |                              |  |   |   |   |  |  |
|   |                              |  |   |   |   |  |  |
| <b>(Continued to Page 2)</b>            |                              |  |   |   |   |  |  |



# 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 Law Enforcement Center Project

On October 8, 2009 the Purchasing Department opened fourteen (14) bids for the construction of the Law Enforcement Center. The bids were very favorable and ranged from \$6,202,900.00 to \$6,945,800.00 including alternates #1 through #4. A bid tab is attached for your review.

After careful review, it is recommend that the contract be awarded to the low bidder, All Purpose Construction (APU), in the total amount of \$6,202,900.00. This amount consists of a base bid of \$6,098,000.00 with the additional \$104,900.00 coming from the acceptance of alternates #1, #2, #3, and #4. Below is a brief description of the alternates.

Alternate #1: Cistern Plant Irrigation System \$32,000

System similar to what is being installed at the Courthouse campus. This will collect rainwater, remove pollutants and create a natural irrigation system.

Alternate #2: External Motorized Louvered Blinds \$44,000

Exterior blinds for the large meeting room with west facing glass. The blades will automatically compensate for sun and therefore regulate heating and cooling. During high winds the blinds shut down to avoid damage.

Alternate #3: Roller Window Shades \$15,500

Interior shades for the large meeting room with west facing glass. The shades will assist in glare control.

Alternate #4: ECM Motors on Heat Pumps \$13,000

Extremely high efficiency motors for all of the heat pumps, saves energy.

Alternate #5: Reduction of Space Sensors (Not Accepted)

Reduces the number of thermostats in individual offices. Loss of detailed heating and cooling control.

Alternate #6: Metal Roof Panels (Not Accepted)

Replaces only the sloped TPO roof (similar to above the County Boardroom) and any other sloped areas with metal roof panels. The middle low sloped flat roof would not be affected by this alternate. This would be a cosmetic change to what is included in the base bid.

Carlson West Povondra has contacted APU's subcontractors and it appears there is a clear understanding of the scope of work. APU is the current contractor for the Courthouse Remodeling Project and their progress and work has been excellent.

When the Law Enforcement Center Garage Project is awarded, Fiscal Administration will have a better idea of the total cost estimate for the projects. I have placed this on the agenda for the October 20, 2009 Board meeting for recommended approval. If you have any questions, please feel free to contact me at 593-4476.

October 14, 2009

  
Beth Cunard

cc: Deb Houghtaling  
Mark Wayne  
Scott Bovick  
Brian Hanson  
Captain Williamson

## SECTION 00 41 13 - BID FORM – COMBINED CONTRACT

Sarpy County  
Law Enforcement Center  
Papillion, Nebraska

CWP Project No. 08139  
October 8, 2009

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- a corporation organized and existing under the laws of the State of Nebraska;
- a corporation organized and existing under the laws of the State of \_\_\_\_\_  
and is/is not licensed to do business in the State of Iowa as a foreign corporation;
- a partnership consisting of \_\_\_\_\_ partners; or
- a sole proprietor;

hereinafter called the Bidder.

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Sarpy County Courthouse  
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Mechanical/Plumbing Work \$ \_\_\_\_\_ (Excluding all GC Conditions and O/P)

Electrical Work \$ \_\_\_\_\_ (Excluding all GC Conditions and O/P)

**PRIME SUBCONTRACTORS:** The undersigned proposes the following Prime Subcontractors:

Mechanical Work: \_\_\_\_\_

Plumbing Work: WILL ADVISE \_\_\_\_\_

Electrical Work: \_\_\_\_\_

**ATTACHED FORMS:** The undersigned has attached the **Alternates Form, Unit Prices Form, Bid Security** and other items required in the Instructions to Bidders.

In submitting this Bid, it is understood that the right to reject any and all Bids and to waive irregularities in the bidding have been reserved by the Owner.

Dated this 8th day of October, 2009.

All Purpose Utilities, Inc.

Corporate Name of Bidder

7010 S. 66th LaVista, NE 68128

Address of Bidder

402-331-2550

Area Code/Telephone Number

Debra L. Mathews

Authorized Officer Name

Debra L. Mathews, President

Authorized Officer Signature

SECTION 00 43 22 – UNIT PRICES FORM (BID FORM ATTACHMENT)

Sarpy County  
Law Enforcement Center  
Papillion, Nebraska

CWP Project No. 08139  
October 8, 2009

Attachment to the Bid of: All Purpose Utilities, Inc.

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Add ONE AND  $\frac{70}{100}$  Dollars (\$ 1.70 ) per cubic yard unit.

Deduct ONE AND  $\frac{35}{100}$  Dollars (\$ 1.35 ) per cubic yard unit.

**UNIT PRICE 2:** Provide an "Add" price for **increased excavation or overexcavation considering the use of imported soils** in the space below. Unit price shall include all costs associated with the excavation, hauling, placement and recompaction of a cubic yard unit.

Add NINE AND  $\frac{50}{100}$  Dollars (\$ 9.50 ) per cubic yard unit.

**UNIT PRICE 3:** Provide an "Add" price for **imported soils from an off-site source for areas of required excavation** in the space below. Unit price shall include all costs associated with the excavation, hauling, placement and compaction of a cubic yard unit.

Add NINE AND  $\frac{50}{100}$  Dollars (\$ 9.50 ) per cubic yard unit.

October 8, 2009

Date

  
Authorized Officer Signature

## SECTION 00 43 23 – ALTERNATES FORM

Sarpy County  
Law Enforcement Center  
Papillion, Nebraska

CWP Project No. 08139  
October 8, 2009

Attachment to the Bid of: All Purpose Utilities, Inc.

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Forty four thousand four hundred Dollars (\$ 44,400.00).

**ALTERNATE 3: Roller Window Shades.** If accepted, **ADD** to the Lump Sum Base Bid the sum of

FIFTEEN THOUSAND FIVE HUNDRED Dollars (\$ 15,500.00).

**ALTERNATE 4: ECM Motors on Heat Pumps.** If accepted, **ADD** to the Lump Sum Base Bid the sum of

THIRTEEN THOUSAND Dollars (\$ 13,000.00).

**ALTERNATE 5: Reduction of Space Sensors.** If accepted, **DEDUCT** from the Lump Sum Base Bid the sum of

Two thousand seven hundred Dollars (\$ 2,700.00).

**ALTERNATE 6: Metal Roof Panels.** If accepted, **ADD** from the Lump Sum Base Bid the sum of

THREE HUNDRED TWENTY THOUSAND SEVEN HUNDRED Dollars (\$ 320,700.00).

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

**Bid Bond**

KNOW ALL MEN BY THESE PRESENTS, that we  
**All Purpose Utilities, Inc., 7010 S. 66th St., LaVista, NE 68128**  
as Principal, hereinafter called the Principal and  
**Merchants Bonding Company (Mutual), 2100 Fleur Dr., Des Moines, IA 50321**

a corporation duly organized under the laws of the State of Iowa  
as Surety, hereinafter called the Surety, are held and firmly bound unto  
**Sarpy County Treasurer, Papillion, NE**

as Obligee, hereinafter called the Obligee, in the sum of **five percent of the amount bid**

Dollars (\$ -5%-)

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

WHEREAS, the Principal has submitted a bid for **Sarpy County Law Enforcement Center**

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

Signed and sealed this **8th** day of **October** **2009**

(Witness)

(Witness)

**ALL PURPOSE UTILITIES, INC.**  
(Principal)  
  
(Title) Debra L. Mathews, **President** (Seal)  
**MERCHANTS BONDING COMPANY (MUTUAL)**  
(Surety)  
  
(Title) **James M. King, Attorney-in-Fact** (Seal)

**POWER OF ATTORNEY**

Bond No.

KNOW ALL PERSONS BY THESE PRESENTS: That MERCHANTS BONDING COMPANY (MUTUAL) is a corporation duly organized under the laws of the State of Iowa, and that NATIONS BONDING COMPANY is a corporation duly organized under the laws of the State of Texas (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Robert T. Cirone, James M. King, Suzanne P. Westerholt, Jacob J. Buss

of Lincoln and State of Nebraska their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

**FIFTEEN MILLION (\$15,000,000.00) DOLLARS**

and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following bylaws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on November 16, 2002 and adopted by the Board of Directors of Nations Bonding Company on April 19, 2003.

"The Chairman of the Board or President or any Vice President or Secretary shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the Seal of the Company may be affixed by facsimile to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 5th day of June, 2009.



MERCHANTS BONDING COMPANY (MUTUAL)  
NATIONS BONDING COMPANY

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF POLK ss.

On this 5th day of June, 2009, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and NATIONS BONDING COMPANY; and that the seals affixed to the foregoing instrument are the corporate seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



*Cindy Smyth*  
Notary Public, Polk County, Iowa

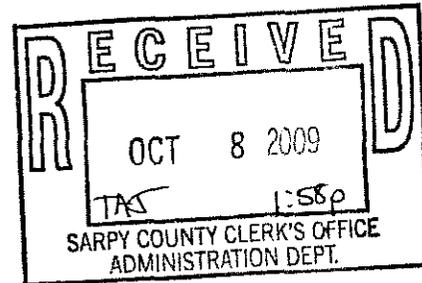
STATE OF IOWA  
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and NATIONS BONDING COMPANY, do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 5th day of Oct 2009



*William Warner Jr.*  
Secretary



## ALL PURPOSE UTILITIES, INC.

7010 South 66<sup>th</sup> Street  
LaVista, NE 68128

---

TO:

Sarpy County Clerk  
Sarpy County Board Business Office  
Sarpy County Courthouse  
1210 Golden Gate Dr.  
Papillion, NE 68046

**SEALED BID ENCLOSED**  
Sarpy County Law Enforcement Center

# AIA<sup>®</sup> Document A101<sup>™</sup> – 2007

## **Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum**

**AGREEMENT** made as of the Twentieth day of October in the year Two Thousand Nine  
*(In words, indicate day, month and year)*

**BETWEEN** the Owner:  
*(Name, legal status, address and other information)*

Sarpy County, Board of Commissioners  
Sarpy County Courthouse  
1210 Golden Gate Drive, #1129  
Papillion, Nebraska 68046  
Telephone Number: (402) 593-2347  
Fax Number: (402) 593-4304

and the Contractor:  
*(Name, legal status, address and other information)*

All Purpose Utilities, Inc  
7010 S.66 Street  
La Vista, Nebraska 68128  
Telephone Number: (402) 331-2550  
Fax Number: (402) 331-2564

for the following Project:  
*(Name, location and detailed description)*

Sarpy County Law Enforcement Center  
S. 84<sup>th</sup> Street & Platteview Road  
Papillion, Nebraska

The Architect:  
*(Name, legal status, address and other information)*

Carlson West Povondra Architects  
5060 Dodge Street  
Omaha, Nebraska 68132  
Telephone Number: (402) 551-1500  
Fax Number: (402) 551-9488

The Owner and Contractor agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

AIA Document A201<sup>™</sup>–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
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**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

**ARTICLE 2 THE WORK OF THIS CONTRACT**

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

**ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

**§ 3.1** The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

No work shall commence until all required bonds and insurance certificated are filed with the Owner which shall be done in a timely manner. Upon receipt of all required submittals the Owner will issue the Contractors Notice to Proceed.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

The date of commencement of work shall be the date of the Contractors Notice to Proceed.

**§ 3.2** The Contract Time shall be measured from the date of commencement.

**§ 3.3** The Contractor shall achieve Substantial Completion of the entire Work not later than April 30, 2011.

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*

**Portion of Work**

**Substantial Completion Date**

, subject to adjustments of this Contract Time as provided in the Contract Documents.  
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

**ARTICLE 4 CONTRACT SUM**

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Six Million Two Hundred Two Thousand Nine Hundred Dollars and Zero Cents (\$6,202,900.00 ), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:  
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

|       |                                    |     |             |
|-------|------------------------------------|-----|-------------|
| ALT-1 | Cistern Plant Irrigation System    | Add | \$32,000.00 |
| ALT-2 | Exterior Motorized Louvered Blinds | Add | \$44,400.00 |
| ALT-3 | Roller Window Shades               | Add | \$15,500.00 |
| ALT-4 | ECM Motors on Heat Pumps           | Add | \$13,000.00 |

§ 4.3 Unit prices, if any:  
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

| Item                              | Units and Limitations | Price Per Unit (\$ 0.00) |
|-----------------------------------|-----------------------|--------------------------|
| 1. Excavation/on-site soils       | Cubic Yard            | \$1.70 – add             |
| Over Excavation/on-site soils     | Cubic Yard            | \$1.35 - deduct.         |
| 2. Over Excavation/imported soils | Cubic Yard            | \$9.50 – add             |
| 3. Off-site imported soils        | Cubic Yard            | \$9.50 - add             |

§ 4.4 Allowances included in the Contract Sum, if any:  
(Identify allowance and state exclusions, if any, from the allowance price.)

| Item                              | Price |
|-----------------------------------|-------|
| Delineated in the project manual. |       |

**ARTICLE 5 PAYMENTS**

**§ 5.1 PROGRESS PAYMENTS**

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the First day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the Thirtieth day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment. *(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10.00%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10.00%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and *(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)*
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

Until the Work is fifty percent (50%) complete, the Owner shall pay ninety percent (90%) of the amount due the Contractor on account of progress payments. At the time that the Work is fifty percent (50%) complete, the Owner and Architect will make a determination as to the satisfactory nature of the Work and progress, and if no objection by the Owner or Architect exists, then the Architect will begin to authorize remaining partial payments to be made in full. Ten percent (10%) retainage may be reinstated to remaining partial payments at any time at the sole discretion of the Owner and Architect.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

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**§ 5.2 FINAL PAYMENT**

**§ 5.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

**§ 5.2.2** The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

**ARTICLE 6 DISPUTE RESOLUTION**

**§ 6.1 INITIAL DECISION MAKER**

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

**§ 6.2 BINDING DISPUTE RESOLUTION**

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)*

- Arbitration pursuant to Section 15.4 of AIA Document A201-2007
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

**ARTICLE 7 TERMINATION OR SUSPENSION**

**§ 7.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

**§ 7.2** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

**§ 8.1** Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**§ 8.2** Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

§ 8.3 The Owner's representative:  
(Name, address and other information)

Mark Wayne, County Administrator  
Sarpy County  
1210 Golden Gate Drive, #1129  
Papillion, Nebraska 68046  
(402) 593-2347

§ 8.4 The Contractor's representative:  
(Name, address and other information)

Mike Mathews, Jr., Project Manager  
All Purpose Utilities, Inc.  
7010 S 66 Street  
La Vista, Nebraska 68128  
(402) 331-2550

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

#### ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

| Document    | Title   | Date              | Pages |
|-------------|---|-------------------|-------|
| A201 - 2007 | General Conditions of the Contract for Construction, Fifteenth Edition, 2007. | September 4, 2009 | 43    |

§ 9.1.4 The Specifications:  
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Title of Specifications exhibit:

| Section   | Title             | Date              | Pages |
|-----------|-------------------|-------------------|-------|
| Exhibit A | Table of Contents | September 4, 2009 | 5     |

§ 9.1.5 The Drawings:  
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Title of Drawings exhibit:

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§ 9.1.6 The Addenda, if any:

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| Addendum CC-2 | October 1, 2009    | 90    |
| Addendum CC-3 | October 5, 2009    | 5     |

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

Exhibit C: Section 0041013 Bid Form for Combined Construction and attachment Sections, 004322 Unit Prices Form and 004323 Alternates Form submitted by All Purpose Utilities, Inc. on October 8, 2009. (4 pages.)

- .1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
- .2 Other documents, if any, listed below:  
*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

**ARTICLE 10 INSURANCE AND BONDS**

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.  
*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)*

| Type of insurance or bond | Limit of liability or bond amount |
|---------------------------|-----------------------------------|
| Performance Bond          | 100% of Contract Amount           |
| Payment Bond              | 100% of Contract Amount           |

This Agreement entered into as of the day and year first written above.

|   |   |
|---|---|
| <br>_____<br>OWNER (Signature) | <br>_____<br>CONTRACTOR (Signature) |
| Joni Jones, Chairperson<br>Sarpy County Board of Commissioners<br><i>(Printed name and title)</i>                 | Debra Mathews, President<br>All Purpose Utilities, Inc.<br><i>(Printed name and title)</i>                              |

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SECTION 00 41 13 - BID FORM - COMBINED CONTRACT

Sarpy County  
Law Enforcement Center  
Papillion, Nebraska

CWP Project No. 08139  
October 8, 2009

Bid of: All Purpose Utilities, Inc.

- a corporation organized and existing under the laws of the State of Nebraska;
- a corporation organized and existing under the laws of the State of \_\_\_\_\_ and is/is not licensed to do business in the State of Iowa as a foreign corporation;
- a partnership consisting of \_\_\_\_\_ partners; or
- a sole proprietor;

hereinafter called the Bidder.

To: Deb Houghtaling, Sarpy County Clerk  
Sarpy County Courthouse  
1210 Golden Gate Drive  
Papillion, Nebraska 68046

The undersigned acknowledges that he has received and familiarized himself with the following:

**Project Manual:** per Project Manual Section 00 01 10 - Table of Contents

**Drawings:** per on Sheet CC0.1 and Project Manual Section 00 01 15 - List of Drawing Sheets

**Addenda:** CC-1 through CC-3

The undersigned further acknowledges that he has visited the site and familiarized himself with local conditions affecting the cost of the Work at the place where the Work is to be done.

In submitting this Bid, the undersigned agrees:

1. To furnish all material, labor, tools, expendable equipment, and all utility and transportation services necessary to perform and complete, in a workmanlike manner, all of the Work required for the Combined Construction, including General Construction and Electrical Work, in accord with the Bidding Documents prepared by CARLSON WEST POVONDRA ARCHITECTS for the consideration hereinafter set forth.
2. To hold his Bid open for forty (40) days after the receipt of Bids and to accept the provisions of the Instructions to Bidders regarding disposition of Bid Security.
3. To enter into and execute a Contract if awarded on the basis of this Bid, to furnish a Performance Bond and a Labor and Material Payment Bond in accord with the General Conditions and General

Requirements of this Contract, and to deliver executed Owner-Contractor Agreements and Bonds to the Architect within six (6) days after notification of award.

4. To complete the Work on or before APRIL, 2011.

LUMP SUM BASE BID: The undersigned hereby proposes and agrees to perform the foregoing for:

the Lump Sum of SIX MILLION NINETY EIGHT THOUSAND Dollars (\$ 6,098,000.00)  
(To be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

Lump Sum Base Bid includes the following amount(s): WILL ADVISE

- General Construction \$ \_\_\_\_\_ (Including all GC Conditions and O/P)
- Mechanical/Plumbing Work \$ \_\_\_\_\_ (Excluding all GC Conditions and O/P)
- Electrical Work \$ \_\_\_\_\_ (Excluding all GC Conditions and O/P)

PRIME SUBCONTRACTORS: The undersigned proposes the following Prime Subcontractors:

- Mechanical Work: \_\_\_\_\_
- Plumbing Work: WILL ADVISE \_\_\_\_\_
- Electrical Work: \_\_\_\_\_

ATTACHED FORMS: The undersigned has attached the Alternates Form, Unit Prices Form, Bid Security and other items required in the Instructions to Bidders.

In submitting this Bid, it is understood that the right to reject any and all Bids and to waive irregularities in the bidding have been reserved by the Owner.

Dated this 8th day of October, 2009.

All Purpose Utilities, Inc.  
Corporate Name of Bidder

7010 S. 66th LaVista, NE 68128 Debra L. Mathews

Address of Bidder

402-331-2550

Area Code/Telephone Number

Authorized Officer Name

Debra L. Mathews, President

Authorized Officer Signature

SECTION 00 43 22 - UNIT PRICES FORM (BID FORM ATTACHMENT)

Sarpy County  
Law Enforcement Center  
Papillion, Nebraska

CWP Project No. 08139  
October 8, 2009

Attachment to the Bid of: All Purpose Utilities, Inc.

**UNIT PRICES:** The amount proposed by bidders, as a price per unit of measurement, for materials or services added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased. Refer to Division 1 Section "Unit Prices" of the Project Manual. Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

**UNIT PRICE 1:** Provide an "Add" and "Deduct" price for **increased or decreased excavation or overexcavation considering the reuse of on-site soils** in the space below. Unit prices shall include all costs associated with both the over excavation and replacement and recompaction of a cubic yard unit.

Add ONE AND  $\frac{70}{100}$  Dollars (\$ 1.70 ) per cubic yard unit.

Deduct ONE AND  $\frac{35}{100}$  Dollars (\$ 1.35 ) per cubic yard unit.

**UNIT PRICE 2:** Provide an "Add" price for **increased excavation or overexcavation considering the use of imported soils** in the space below. Unit price shall include all costs associated with the excavation, hauling, placement and recompaction of a cubic yard unit.

Add NINE AND  $\frac{50}{100}$  Dollars (\$ 9.50 ) per cubic yard unit.

**UNIT PRICE 3:** Provide an "Add" price for **imported soils from an off-site source for areas of required excavation** in the space below. Unit price shall include all costs associated with the excavation, hauling, placement and compaction of a cubic yard unit.

Add NINE AND  $\frac{50}{100}$  Dollars (\$ 9.50 ) per cubic yard unit.

October 8, 2009

Date

[Handwritten Signature]  
Authorized Officer Signature

SECTION 00 43 23 - ALTERNATES FORM

Saarpy County  
Law Enforcement Center  
Papillion, Nebraska

CWP Project No. 08139  
October 8, 2009

Attachment to the Bid of: All Purpose Utilities, Inc.

ALTERNATES: The lump sum base bid may be modified in accord with the following alternates as may be accepted by the Owner. Refer to Division 1 Section "Alternates" of the Project Manual. Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

ALTERNATE 1: Cistern Plant Irrigation System. If accepted, ADD to the Lump Sum Base Bid the sum of

THIRTY TWO THOUSAND Dollars (\$ 32,000.00).

ALTERNATE 2: Exterior Motorized Louvered Blinds. If accepted, ADD to the Lump Sum Base Bid the sum of

Forty Four THOUSAND FOUR HUNDRED Dollars (\$ 44,400.00).

ALTERNATE 3: Roller Window Shades. If accepted, ADD to the Lump Sum Base Bid the sum of

FIFTEEN THOUSAND FIVE HUNDRED Dollars (\$ 15,500.00).

ALTERNATE 4: ECM Motors on Heat Pumps. If accepted, ADD to the Lump Sum Base Bid the sum of

THIRTEEN THOUSAND Dollars (\$ 13,000.00).

ALTERNATE 5: Reduction of Space Sensors. If accepted, DEDUCT from the Lump Sum Base Bid the sum of

Two THOUSAND SEVEN HUNDRED Dollars (\$ 2,700.00).

ALTERNATE 6: Metal Roof Panels. If accepted, ADD from the Lump Sum Base Bid the sum of

THREE HUNDRED TWENTY THOUSAND SEVEN HUNDRED Dollars (\$ 320,700.00).

Bond # NEC53427

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A311

**Performance Bond**

KNOW ALL PERSONS BY THESE PRESENTS: that

(Here insert full name and address or legal title of Contractor)

**All Purpose Utilities, Inc., 7010 S 66th St., La Vista, NE 68128**

as Principal, hereinafter called Contractor, and,

(Here insert full name and address or legal title of Surety)

**Merchants Bonding Company (Mutual), 2100 Fleur Dr., Des Moines, IA 50321**

as Surety, hereinafter called Surety, are held and firmly bound unto

(Here insert full name and address or legal title of Owner)

**Sarpy County Board of Commissioners, 1210 Golden Gate Dr, #1129, Papillion, Nebraska 68046**

as Obligee, hereinafter called Owner, in the amount of **Six Million Two Hundred Two Thousand Nine Hundred and 00/100 Dollars (\$6,202,900.00)**,

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated **October 20, 2009** , entered into a contract with Owner for

**Sarpy County Law Enforcement Center  
S 84th Street & Platteview Road, Papillion, Nebraska**

in accordance with Drawings and Specifications prepared by **Carlson West Povondra Architects, 5060 Dodge St., Omaha, NE 68132** which contract is by reference made a part hereof, and is hereinafter referred to as Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1) Complete the Contract in accordance with its terms and conditions; or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not

exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this 23rd day of October, 2009

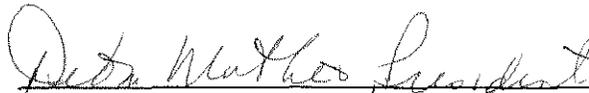
ALL PURPOSE UTILITIES, INC.

(Principal)

(Seal)



(Witness)

  
President  
(Title)

MERCHANTS BONDING COMPANY (MUTUAL)

(Seal)



(Witness)

By   
James M. King

Attorney-in-Fact

# THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A311

## Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL PERSONS BY THESE PRESENTS: that

(Here insert full name and address or legal title of Contractor)

**All Purpose Utilities, Inc., 7010 S 66th St., LaVista, NE 68128**

as Principal, hereinafter called Principal, and,

(Here insert full name and address or legal title of Surety)

**Merchants Bonding Company (Mutual), 2100 Fleur Dr., Des Moines, IA 50321**

as Surety, hereinafter called Surety, are held and firmly bound unto

(Here insert full name and address or legal title of Owner)

**Sarpy County Board of Commissioners, 1210 Golden Gate Dr, #1129, Papillion, Nebraska 68046**

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of **Six Million Two Hundred Two Thousand Nine Hundred and 00/100 Dollars (\$6,202,900.00)**,

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated **October 20, 2009**, entered into a contract with Owner for

**Sarpy County Law Enforcement Center  
S 84th Street & Platteview Road, Papillion, Nebraska**

in accordance with Drawings and Specifications prepared by **Carlson West Povondra Architects, 5060 Dodge St., Omaha, NE 68132** which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above-named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner, or Surety, at any place where an office is regularly maintained for the transaction of

business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

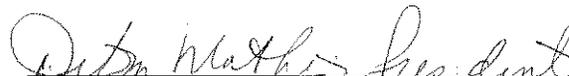
Signed and sealed this 23rd day of October, 2009.

ALL PURPOSE UTILITIES, INC.

(Principal)

(Seal)

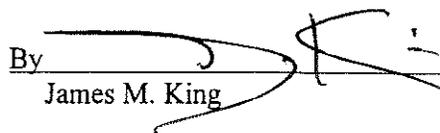
  
(Witness)

  
(Title)

MERCHANTS BONDING COMPANY (MUTUAL)

(Seal)

  
(Witness)

By   
James M. King Attorney-in-Fact

**POWER OF ATTORNEY**

Bond No. NEC53427

KNOW ALL PERSONS BY THESE PRESENTS: That MERCHANTS BONDING COMPANY (MUTUAL) is a corporation duly organized under the laws of the State of Iowa, and that NATIONS BONDING COMPANY is a corporation duly organized under the laws of the State of Texas (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Robert T. Cirone, James M. King, Suzanne P. Westerholt, Jacob J. Buss

of Lincoln and State of Nebraska their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

**FIFTEEN MILLION (\$15,000,000.00) DOLLARS**

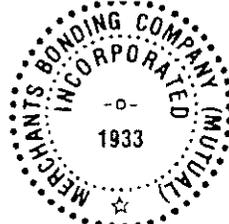
and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following bylaws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on November 16, 2002 and adopted by the Board of Directors of Nations Bonding Company on April 19, 2003.

"The Chairman of the Board or President or any Vice President or Secretary shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the Seal of the Company may be affixed by facsimile to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 5th day of June, 2009.



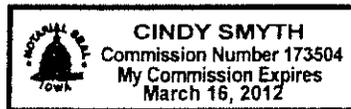
MERCHANTS BONDING COMPANY (MUTUAL)  
NATIONS BONDING COMPANY

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF POLK ss.

On this 5th day of June, 2009, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and NATIONS BONDING COMPANY; and that the seals affixed to the foregoing instrument are the corporate seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.

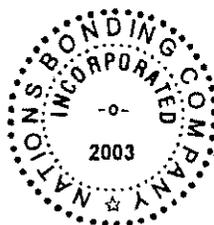


*Cindy Smyth*  
Notary Public, Polk County, Iowa

STATE OF IOWA  
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and NATIONS BONDING COMPANY, do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 23rd day of October, 2009



*William Warner Jr.*  
Secretary

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
12/18/08

PRODUCER  
Holmes Murphy and Associates - Omaha  
2637 South 158th Plaza  
Suite 200  
Omaha, NE 68130

1-866-220-4625

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.

INSURED  
All Purpose Utilities, Inc.  
7010 S. 66th Street  
LaVista, NE 68128-2801

### INSURERS AFFORDING COVERAGE

INSURER A: Employers Mutual Casualty Company  
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 LTR | TYPE OF INSURANCE   | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS  |
|----------|---|---------------|----------------------------------|-----------------------------------|---|
| A        | GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br>CLAIMS MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER<br>POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | 2D59230-09    | 12/22/08                         | 12/22/09                          | EACH OCCURRENCE \$ 1,000,000<br>FIRE DAMAGE (Any one fire) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A        | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS                            | 2E59230-09    | 12/22/08                         | 12/22/09                          | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$   |
|          | GARAGE LIABILITY<br><input type="checkbox"/> ANY AUTO   |               |                                  |                                   | AUTO ONLY - EA ACCIDENT \$<br>OTHER THAN EA ACC \$<br>AUTO ONLY: AGG \$   |
| A        | EXCESS LIABILITY<br><input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br><br><input type="checkbox"/> DEDUCTIBLE<br><input checked="" type="checkbox"/> RETENTION \$ 10,000  | 2J59230-09    | 12/22/08                         | 12/22/09                          | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000<br>\$<br>\$  |
| A        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY   | 2H59230-09    | 12/22/08                         | 12/22/09                          | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                 |
| A        | OTHER<br>Leased Contractors Equip.  | 2C59230-09    | 12/20/08                         | 12/20/09                          | \$500 Deductible \$ 90,000<br>\$<br>\$  |

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

### CERTIFICATE HOLDER

ADDITIONAL INSURED: INSURER LETTER:

### CANCELLATION

Sarpy County Board of Commissioners  
Sarpy County Courthouse  
1210 Golden Gate Drive #1129  
Papillion, NE 68046

USA

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

*Phil Worley*

ACORD 25-S (7/97) dwelf1  
10592807

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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**

The Certificate of Insurance on the reverse side of this form 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.

# Deb Houghtaling

# Sarpy County Clerk

Fred Uhe  
Chief Deputy  
Fred@Sarpy.com

Renee Lansman  
Assistant Chief Deputy  
Renee@Sarpy.com

1210 Golden Gate Drive • Papillion, Nebraska 68046-2895  
Phone: 402-593-2105 • Fax: 402-593-4360 • Website www.Sarpy.com • Email: Clerk@Sarpy.com

October 28, 2009

All Purpose Utilities  
Attn: Debra Mathews  
7010 South 66<sup>th</sup> Street  
La Vista, NE 68128

RE: Law Enforcement Center Project Contract

Dear Mrs. Mathews:

Action by the Sarpy County Board of Commissioners, at the meeting of October 20 2009, is as follows:

Public Hearing and Resolution (2009-310): Award bid for Law Enforcement Center project.

MOTION: Resolved by Thomas, seconded by Richards, to approve the resolution accepting the low bid of All Purpose Utilities Inc. in the amount of \$6,202,900 including the Base bid, Alternate 1 - Cistern Plant Irrigation System, Alternate 2 - Exterior Motorized Louvered Blinds, Alternate 3 - Roller Window Shades, and Alternate 4 - ECM Motors on Heat Pumps. Ayes: Hike, Jones, Richards & Thomas. Nays: None. Absent: Jansen.

Richards moved, seconded by Hike, to return to agenda item #19 to hold the public hearing. Ayes: Hike, Jones, Richards & Thomas. Nays: None. Absent: Jansen.

After a public hearing, Thomas resolved, seconded by Richards, to approve the resolution accepting the low bid of All Purpose Utilities Inc. in the amount of \$6,202,900 including the Base bid, Alternate 1 - Cistern Plant Irrigation System, Alternate 2 - Exterior Motorized Louvered Blinds, Alternate 3 - Roller Window Shades, and Alternate 4 - ECM Motors on Heat Pumps. Ayes: Hike, Jones, Richards & Thomas. Nays: None. Absent: Jansen.

Enclosed is an original of the subject agreement which has been signed by the Chairman as authorized by the above stated action.

Sincerely,



Debra J. Houghtaling  
Sarpy County Clerk

Enclosure  
DJH/tj

# Deb Houghtaling

# Sarpy County Clerk

Fred Uhe  
Chief Deputy  
Fred@Sarpy.com

Renee Lansman  
Assistant Chief Deputy  
Renee@Sarpy.com

1210 Golden Gate Drive • Papillion, Nebraska 68046-2895  
Phone: 402-593-2105 • Fax: 402-593-4360 • Website www.Sarpy.com • Email: Clerk@Sarpy.com

October 28, 2009

Carlson West Povondra Architects  
Attn: Mike West  
5060 Dodge Street  
Omaha, NE 68132

RE: Law Enforcement Center Project Contract

Dear Mike West:

Action by the Sarpy County Board of Commissioners, at the meeting of October 20 2009, is as follows:

Public Hearing and Resolution (2009-310): Award bid for Law Enforcement Center project.

MOTION: Resolved by Thomas, seconded by Richards, to approve the resolution accepting the low bid of All Purpose Utilities Inc. in the amount of \$6,202,900 including the Base bid, Alternate 1 - Cistern Plant Irrigation System, Alternate 2 - Exterior Motorized Louvered Blinds, Alternate 3 - Roller Window Shades, and Alternate 4 - ECM Motors on Heat Pumps. Ayes: Hike, Jones, Richards & Thomas. Nays: None. Absent: Jansen.

Richards moved, seconded by Hike, to return to agenda item #19 to hold the public hearing. Ayes: Hike, Jones, Richards & Thomas. Nays: None. Absent: Jansen.

After a public hearing, Thomas resolved, seconded by Richards, to approve the resolution accepting the low bid of All Purpose Utilities Inc. in the amount of \$6,202,900 including the Base bid, Alternate 1 - Cistern Plant Irrigation System, Alternate 2 - Exterior Motorized Louvered Blinds, Alternate 3 - Roller Window Shades, and Alternate 4 - ECM Motors on Heat Pumps. Ayes: Hike, Jones, Richards & Thomas. Nays: None. Absent: Jansen.

Enclosed is an original of the subject agreement which has been signed by the Chairman as authorized by the above stated action.

Sincerely,



Debra J. Houghtaling  
Sarpy County Clerk

Enclosure  
DJH/tj