

BOARD OF COMMISSIONERS
SARPY COUNTY, NEBRASKA
RESOLUTION AWARDING BID FOR
LAW ENFORCEMENT CENTER SHERIFF'S GARAGE

2009-312

09/000562

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) Based upon the recommendation of the Purchasing Department, and upon a comparison of the bids to the bid specifications, the bid is hereby awarded to the low bidder Rogge General Contractors, Inc. for Law Enforcement Center Sheriff's Garage in the amount of Three Hundred Ninety Four Thousand Dollars and No Cents (\$394,000.00) 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 20th day of October, 2009.

Moved by Patrick Thomas, and seconded by Rusty Hike, that the above Resolution be adopted.
Carried.

YEAS: Rusty Hike
Tom Jones
Tim Kilian
Patrick J. Thomas

NAYS: None

ABSENT: Rich Jensen

ABSTAIN: None



Attest:

Debra J. Houghtaling
Sarpy County Clerk

SEAL

Approved as to form:

Michelle D.
Deputy County Attorney

Sarpy County LEC Sheriff's Garage
 S 84th Street & Platteview Road
 Papillion, Nebraska



CWPA 13908

Tabulation of Bids

October 15, 2009, 2:00 pm.

General Contract Bidders	Base Bid Lump Sum			
Rogge General Contractors Lincoln, NE	394,000			
Lacey Construction, Inc. Omaha, NE	394,713			
McGinnis Constr. Omaha, NE	406,910			
All Purpose Construction LaVista, NE	419,500			
Vacanti & Randazzo Contr. Omaha, NE	419,889			
Holtze Construction Omaha, NE	422,000			
Larson & Son, Barry Omaha, NE	429,323			
Hampton Enterprises Lincoln, NE	429,490			
Lueder Construction Omaha, NE	434,500			
Ronco Construction Omaha, NE	437,500			
Prairie Construction Omaha, NE	447,000			
JT Builders Omaha, NE	458,690			
DR Anderson Constructors Omaha, NE	466,800			
Don McKinney, Inc. Lincoln, NE	475,200			
Overland Constructors Omaha, NE	479,000			
Claimont Construction Omaha, NE	No Bid			
Construct, Inc. Omaha, NE	No Bid			
Dicon Construction Omaha, NE	No Bid			
Nielsen-Cady Construction Omaha, NE	No Bid			

SECTION 00 41 13 - BID FORM - COMBINED CONTRACT

Sarpy County
LEC Sheriff's Garage
Papillion, Nebraska

CWP Project No. 08139
October 15, 2009

Bid of: Rogge General Contractors, 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 CC0.0

Addenda: CC- 1 through CC- 1

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 fourty (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 200 DAYS

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

the Lump Sum of THREE HUNDRED NINETY-FOUR THOUSAND Dollars (\$394,000)
(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):

- General Construction \$ 252,300. (Including all GC Conditions and O/P)
- Mechanical/Plumbing Work \$ 70,900.- (Excluding all GC Conditions and O/P)
- Electrical Work \$ 70,800.- (Excluding all GC Conditions and O/P)

PRIME SUBCONTRACTORS: The undersigned proposes the following Prime Subcontractors:

- Mechanical Work: Heoper/HANS
- Plumbing Work: Prince Plumb
- Electrical Work: CK Elec.

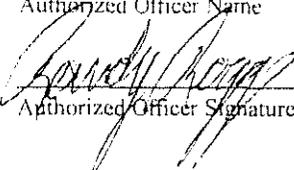
ATTACHED FORMS: The undersigned has attached the **Unit Prices Form, Bid Security** and other items required in the Instructions to Bidders.

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 15th day of October, 2009.

Rogge General Contractors, Inc.
Corporate Name of Bidder

6101 South 58th Street Suite A
Address of Bidder Lincoln, NE 68516
402-441-3100
Area Code/Telephone Number

Randy Rogge
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: Rodge General Contractors, 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 _____ Dollars (\$ 4.65) per cubic yard unit.

Deduct _____ Dollars (\$ 3.50) 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 _____ Dollars (\$ 10.00) 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 _____ Dollars (\$ 6.30) per cubic yard unit.

10/15/2009
Date


Authorized Officer Signature

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 LEC Sheriff's Garage Project

On October 15, 2009, the Purchasing Department opened fifteen (15) bids for the General Contractor for the Law Enforcement Center Sheriff's Garage. A bid tab is attached for your review. It is recommended that the bid be awarded to the low bidder, Rogge General Contractors, Inc. for \$394,000.00. Carlson West Povondra is currently working with Rogge on a different project and has had positive experiences.

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 16, 2009


Beth Cunard

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

SECTION 00 41 13 - BID FORM - COMBINED CONTRACT

Sarpy County
LEC Sheriff's Garage
Papillion, Nebraska

CWP Project No. 08139
October 15, 2009

Bid of: Rogge General Contractors, 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

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Drawings: per on Sheet CC0.0

Addenda: CC- 1 through CC- 1

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.

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: Rogge General Contractors, 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 _____ Dollars (\$ 4.60) per cubic yard unit.

Deduct _____ Dollars (\$ 3.50) per cubic yard unit.

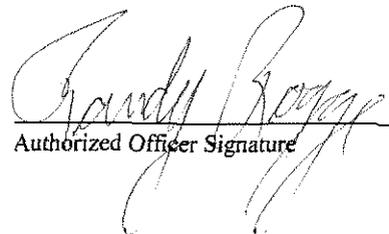
UNIT PRICE 2: Provide an "Add" price for **increased excavation or overexcavation considering the use of imported soils** in the space below. Unit price shall include all costs associated with the excavation, hauling, placement and recompaction of a cubic yard unit.

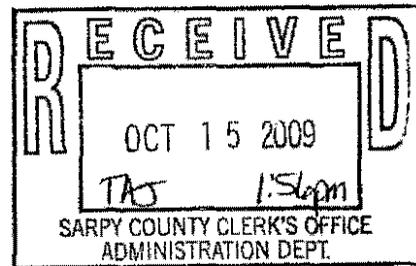
Add _____ Dollars (\$ 10.00) per cubic yard unit.

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 _____ Dollars (\$ 6.30) per cubic yard unit.

10/15/2009
Date


Authorized Officer Signature



Bid For: Sarpy County
LEC Sheriff's Garage
Bid Date: 10/15/2009 @ 2:00p.m.

Bid Submitted By: Rogge
General Contractors, Inc.

6101 S. 58th St., Suite A
Lincoln, NE 68516
ph 402.441.3100
fax 402.441.3103
www.roggeinc.com

AIA[®] Document A101[™] – 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)

Rogge General Contractors, Inc.
6101 S. 58th Street, Suite A
Lincoln, Nebraska 68516
Telephone Number: (402) 441-3100
Fax Number: (402) 441-3109

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

Sarpy County LEC Sheriff's Garage
S. 84th 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[™]-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.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

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.

Notice to Proceed with on-site work will be issued separately and will be dependant upon coordination with the Law Enforcement Center work.

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 220 days after Notice to Proceed with on-site work.

(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 Three Hundred Ninety-Four Thousand Dollars and Zero Cents (\$394,000.00), 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.)

§ 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	\$4.60 – add
Over Excavation/on-site soils	Cubic Yard	\$3.80 - deduct.
2. Over Excavation/imported soils	Cubic Yard	\$10.00 – add
3. Off-site imported soils	Cubic Yard	\$6.30 - 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:

Init.

§ 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.

§ 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)

Mr. Randy Rogge, President
Rogge General Contractors, Inc.
6101 South 58th Street, Suite A
Lincoln, Nebraska 68516
Telephone Number: (402) 441-3100
Fax Number: (402) 441-3109

§ 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 21, 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 21, 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:

Number	Title	Pages
Exhibit B	Schedule of Drawings	1

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
Addendum CC-1	September 23, 2009	13

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 Section, 004322 Unit Prices Form submitted by Rogge General Contractors, Inc. on October 15, 2009. (3 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.

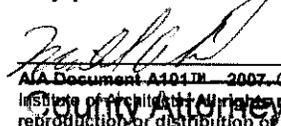

OWNER (Signature)

Joni Jones, Chairperson
Sarpy County Board of Commissioners
(Printed name and title)


CONTRACTOR (Signature)

Mr. Randy Rogge, President
Rogge General Contractors, Inc.
(Printed name and title)

Approved as to form.


County Attorney

VOLUME I OF II

DIVISION	SECTION TITLE	PAGES
DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS		
000101	PROJECT TITLE PAGE	1
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Sarpy County
LEC Sheriff's Garage
Papillion, Nebraska

CWP Project No. 08139
October 15, 2009

Bid of: Rogge General Contractors, 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 CC0.0

Addenda: CC- 1 through CC- 1

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 220 DAYS.

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

the Lump Sum of THREE HUNDRED NINETY-FOUR THOUSAND Dollars (\$394,000.)
(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):

General Construction	\$ <u>252,300.</u>	(Including all GC Conditions and O/P)
Mechanical/Plumbing Work	\$ <u>70,900.-</u>	(Excluding all GC Conditions and O/P)
Electrical Work	\$ <u>70,800.-</u>	(Excluding all GC Conditions and O/P)

PRIME SUBCONTRACTORS: The undersigned proposes the following Prime Subcontractors:

Mechanical Work: HOOPER/HANS

Plumbing Work: Prince PLUMB

Electrical Work: OK Elec.

ATTACHED FORMS: The undersigned has attached the **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.

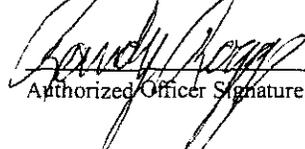
Dated this 15th day of October, 2009.

Rogge General Contractors, Inc.
Corporate Name of Bidder

6101 South 58th Street Suite A
Address of Bidder Lincoln, NE 68516

402-441-3100
Area Code/Telephone Number

Randy Rogge
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: Rogge General Contractors, 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 _____ Dollars (\$ 4.60) per cubic yard unit.

Deduct _____ Dollars (\$ 3.50) per cubic yard unit.

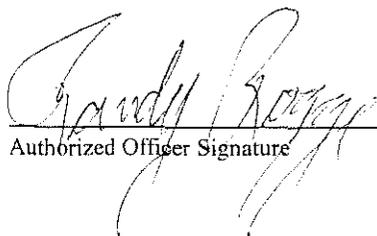
UNIT PRICE 2: Provide an "Add" price for **increased excavation or overexcavation considering the use of imported soils** in the space below. Unit price shall include all costs associated with the excavation, hauling, placement and recompaction of a cubic yard unit.

Add _____ Dollars (\$ 10.00) 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 _____ Dollars (\$ 6.30) per cubic yard unit.

10/15/2009
Date


Authorized Officer Signature

Bond # GRNE13730

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)

Rogge General Contractors, Inc., 6101 S 58th St., Ste A, Lincoln, NE 68516

as Principal, hereinafter called Contractor, and,

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

Granite Re, Inc., 14001 Quailbrook Dr., Oklahoma City, OK 73134

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, Sarpy County Courthouse, 1210 Golden Gate Dr, #1129, Papillion, NE 68046

as Obligee, hereinafter called Owner, in the amount of **Three Hundred Ninety-Four Thousand And 00/100-----**
-----Dollars (**\$394,000.00**),

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 LEC Sheriff's Garage
S. 84th St. & Platteview Rd, Papillion, NE**

in accordance with Drawings and Specifications prepared by

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

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 **3rd** day of **November, 2009**.

ROGGE GENERAL CONTRACTORS, INC.

(Principal)

(Seal)

Daryn Hansen
(Witness)

Candy Rogge President
(Title)

GRANITE RE, INC.

(Surety)

(Seal)

Quintina Moore
(Witness)

By Robert T. Cirone
Robert T. Cirone 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)

Rogge General Contractors, Inc., 6101 S 58th St., Ste A, Lincoln, NE 68516

as Principal, hereinafter called Principal, and,

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

Granite Re, Inc., 14001 Quailbrook Dr., Oklahoma City, OK 73134

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, Sarpy County Courthouse, 1210 Golden Gate Dr, #1129, Papillion, NE 68046

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of

Three Hundred Ninety-Four Thousand And 00/100-----

(Here insert a sum equal to at least one-half of the contract price)

Dollars (**\$394,000.00**),

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 LEC Sheriff's Garage
S. 84th St. & Platteview Rd, Papillion, NE**

in accordance with Drawings and Specifications prepared by

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

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 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 3rd day of November, 2009.

ROGGE GENERAL CONTRACTORS, INC.

(Principal)

(Seal)

Gandy Rogge
Resident
(Title)

GRANITE RE, INC.

(Surety)

(Seal)

By Robert T. Cirone
Robert T. Cirone
Attorney-in-Fact

Daryle J. Hansen
(Witness)

Antonia Moore
(Witness)

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

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

ROBERT T. CIRONE; JAMES M. KING; JACOB J. BUSS; SUZANNE P. WESTERHOLT its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

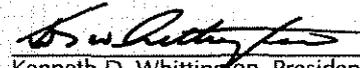
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this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

ROBERT T. CIRONE; JAMES M. KING; JACOB J. BUSS; SUZANNE P. WESTERHOLT may lawfully do in the premises by virtue of these presents.

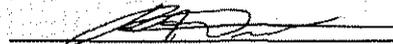
In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 29th day of August, 2007.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





Kenneth D. Whittington, President



Rodman A. Frates, Secretary/Treasurer

On this 29th day of August, 2007, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Rodman A. Frates, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Rodman A. Frates were respectively the President and the Secretary/Treasurer of the GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
May 9, 2012
Commission #: 00005708





Notary Public

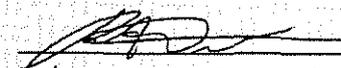
GRANITE RE, INC.
Certificate

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

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

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
3rd day of November, 20 09.





Rodman A. Frates, Secretary/Treasurer

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
11/06/09

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.

INSURERS AFFORDING COVERAGE

INSURED
Rogge General Contractors, Inc.
Ph. # 402-441-3100
6101 South 58th Street, Suite A
Lincoln, NE 68516

INSURER A: Employers Mutual Casualty Ins. Co. (A-) NAIC# 21415
INSURER B: EMCASCO Insurance Company (A-) NAIC# 21415
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 <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"/> PROJECT <input type="checkbox"/> LOC	3D85919	05/01/09	05/01/10	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000								
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	3E85919	05/01/09	05/01/10	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$								
A	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	3N85919	05/01/09	05/01/10	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$ \$								
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	3H85919	05/01/09	05/01/10	<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 500,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 500,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 500,000</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$ 500,000	E.L. DISEASE - EA EMPLOYEE	\$ 500,000	E.L. DISEASE - POLICY LIMIT	\$ 500,000
WC STATUTORY LIMITS	OTHER												
E.L. EACH ACCIDENT	\$ 500,000												
E.L. DISEASE - EA EMPLOYEE	\$ 500,000												
E.L. DISEASE - POLICY LIMIT	\$ 500,000												
	OTHER				\$ \$ \$								

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

RE: Sarpy County LEC Sherriff's Garage.

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

Sarpy County Board of Commissioners
Carlson, West, Povandra Architects

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

Josh Ehlke

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

November 12, 2009

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

RE: Sarpy County LEC Sheriff's Garage

Dear Mr. West:

Action by the Sarpy County Board of Commissioners, at the meeting of November 10, 2009, is as follows:

Public Hearing and Resolution (2009-312): Award bid for Law Enforcement Center Sheriff's Garage Project. Beth Cunard

MOTION: After a public hearing, Thomas resolved, seconded by Hike, to approve the resolution which states that based upon the recommendation of the Purchasing Department and upon a comparison of the bids to the bid specifications, the bid is awarded to the low bidder Rogge General Contractors, Inc. in the amount of \$394,000. Ayes: Hike, Jones, Richards & Thomas. Nays: None. Absent: Jansen.

Enclosed are two originals of the subject agreement which have been signed by the Chairman as authorized by the above stated action.

Sincerely,



Debra J. Houghtaling
Sarpy County Clerk

Enclosures (2)
DJH/tj