

**BOARD OF COMMISSIONERS
SARPY COUNTY, NEBRASKA
RESOLUTION AWARDING BID OF TRAFFIC SIGNAL POLES AT
126TH & HIGHWAY 370 INTERSECTION, PROJECT C-77 (10-11) FOR THE
HIGHWAY DEPARTMENT**

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 Valmont Industries for Traffic Signal Poles at 126th & Highway 370 Intersection, Project C-77 (10-11) in the amount of \$62,585.00 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 23rd day of March, 2010.

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

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

NAYS: none

ABSENT: none

ABSTAIN: none



[Signature]
Sarpy County Clerk

Approved as to form:

[Signature]
Deputy County Attorney

Bid Tab
 Traffic Signal Poles at 126th Highway 370 Intersection,
 Project C-77 (10-11)

Bid Opening:
 3:00 p.m. Tuesday
 March 23, 2010

	Description	Qty	Unit	Valmont Industries		Vierregger Electric Co.		O.K. Electric Co., Inc.	
				Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
01.	Combination Mast Arm Signal & Lighting Pole, Type CMP-50-12-40	1	EA	\$3,245.00	\$3,245.00	\$5,775.00	\$5,775.00	\$6,146.00	\$6,146.00
02.	Combination Mast Arm Signal & Lighting Pole, Type CMP-70-12-40	4	EA	\$5,062.00	\$20,248.00	\$6,855.00	\$27,420.00	\$7,274.00	\$29,096.00
03.	Combination Mast Arm Signal & Lighting Pole, Type CMP-75-12-40	2	EA	\$7,312.00	\$14,624.00	\$6,940.00	\$13,880.00	\$7,362.00	\$14,724.00
04.	Combination Mast Arm Signal & Lighting Pole, Type CMP-80-12-40	3	EA	\$8,156.00	\$24,468.00	\$7,540.00	\$22,620.00	\$7,992.00	\$23,976.00
Total Bid					\$62,585.00		\$69,695.00		\$73,942.00
Delivery Date					10-12 Weeks		July 1, 2010		August 16, 2010

CONTRACT AGREEMENT

THIS CONTRACT is made and entered into in TRIPLICATE by and between Sarpy County, Nebraska hereinafter called County, and Valmont Industries, Inc. hereinafter called Contractor.

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

1. **The Contractor does hereby agree to undertake and construct Sarpy County Project Traffic Signal Poles at 126th & Highway 370 Intersection, Project C-77 (10-11)**

Also referred to hereinafter as work, in accordance with terms and provisions hereof and subject to the quality provisions in the accepted Proposal of Contractor for the sum of \$62,585.00 (Sixty Two Thousand Five Hundred Eighty Five Dollars and No Cents) under penalty of Performance, Payment and Guarantee Bond.

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

6. County and Contractor promise and agree to comply with all Federal and State laws and County ordinances, and such other rules and regulations as may apply to this Contract, including but not limited to: the Americans with Disabilities Act of 1990 (29 U.S.C.A. 12101, et seq.); the Rehabilitation Act of 1973 (29 U.S.C.A. 701, et seq.); and the Drug Free Workplace Act of 1988 (41 U.S.C.A. 701, et seq.). Furthermore, pursuant to Neb. Rev. Stat. 73-102 Reissue 1990), County and Contractor declare, promise, and warrant that they have and will continue to comply fully with the Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C.A. 1985, et seq.); and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. 48-1101, et seq., (Reissue 1993), in that there shall be no discrimination against any person who is employed in the performance of this Contract, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.
7. The Contractor shall indemnify and save harmless Sarpy County, its officers, employees, agents and representatives from all claims, suits or actions of every kind and character made upon or brought against the said Sarpy County, its officers, employees, agents and representatives for on or account of any injuries or damages received or sustained by any party or parties by or from the acts or omissions of the said Contractor or its servants, agents, representatives and subcontractors, in doing the work herein contracted for or by or in consequence of any negligence in guarding the same or any improper material used in its construction or by or on account of any act or omission of said Contractor or its servants, agents, representatives and subcontractor or its servants, agents, representatives and subcontractors arising out of any manner connected with the performance of this Contract, and also from all claims or damage for infringement of any patent in fulfilling this Contract.
8. The Vendor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Vendor is an individual or sole proprietorship, the following applies:

1. The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
2. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

3. The Vendor understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect. 4-108.

9. Insurance Requirements

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

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

a. Worker's Compensation and Employers Liability Insurance

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

b. Commercial General Liability Insurance

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

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

c. Automobile Liability Insurance

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

d. Certificate of Insurance

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

Agreement, the Contractor shall furnish a certificate(s) of insurance evidencing renewal of its coverage to the County.

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

e. Property Insurance

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

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

f. Insurance Company

All insurance coverages herein required of the Contractor shall be written by an insurance company or companies transacting business as an admitted insurer in the State of Nebraska or under the Nebraska Surplus Lines Insurance Act. All insurance companies must possess a minimum A.M. Best Insurance Company rating of A-. Upon request by the County, the Contractor shall furnish evidence that the insurance company or companies being used by the Contractor meet the minimum requirements listed in this section.

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

10. The Contractor shall pay to the Unemployment Compensation Fund of the State of Nebraska unemployment contributions and interest due under the laws of the State of Nebraska on wages paid to individuals employed in the performance of this Contract, and shall submit to Sarpy County written clearance from the Commissioner of Labor of the

State of Nebraska certifying that all payments due of contributions and interest which may have arisen under this Contract have been paid by the Contractor or his subcontractor, to the State of Nebraska Unemployment Compensation Fund. Payment of the final five percent (5%) of the total amount of the Contract shall be withheld until this provision have been complied with as required by Section 48-657 R.R.S. 1943, as amended.

11. The Contractor shall not, in performance of this Agreement, discriminate or permit discrimination against any person because of race, sex, age or political or religious options or affiliations in violation of federal or state laws or local ordinances and further the Contractor shall comply with Sarpy County ordinances pertaining to civil rights and human relations.
12. The Contractor shall procure a policy or policies of insurance which shall guarantee payment of compensation according to the Workmen's Compensation Laws of Nebraska for all workmen injured in the scope of employment; and further agrees to keep said policy or policies in full force by the Contractor throughout the term of this Contract. Certificates of insurance or copies of policies if required by any department of the County, shall be filed by the Contractor with Sarpy County.
13. Except as may otherwise be required by applicable law payment of any balance due to the Contractor under this Contract shall be made by the County to the Contractor upon completion of the Contractor's work and obligations in accordance with the Contract, upon acceptance thereof by the County, and upon submission of certificate by the Contractor in accordance with Paragraph 11 above. No payment by the County shall in any way constitute any waiver of any rights of Sarpy County.
14. Pursuant to Neb. Rev. Stat. 23-3113 (Reissue 1991), the Parties hereto declare and affirm that no officer, member, or other employee of the County, and no member of its governing body, and no other public official of the County who exercises any functions so responsibilities in the review or approval of the undertaking described in this Contract, or in the performing of services pursuant to this Contract which effects his or her personal interest, or any corporation, partnership, or association in which he or she is directly or indirectly interested; nor shall any employee of the County, nor indirect, in this Contract or the proceeds thereof.
15. Neither County nor Contractor shall engage the services of any person or persons presently in the employ of the other for work covered by this Contract without the express written consent of the employer of such person or persons.
16. Each party declares, represents, warrants and acknowledges that it is not an agent for the other now, nor will it be in the future. Each party is an independent Contractor, and neither party is or will become the employee of the other as a result of the relationship created by this Contract.
17. It is understood and agreed by the parties to hereto that is any part, term, condition or provision of this Contract is held to be illegal or in conflict with any law of this State or of

the United States, the validity of the remaining parts, terms, conditions, or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular part, term, condition, or provisions held to be invalid.

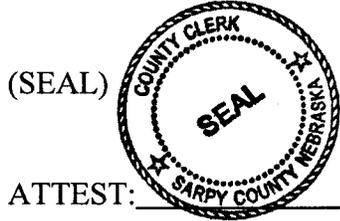
18. This Contract and documents incorporated herein by reference contain the entire Contract between the Parties, and there are no other written or oral promises, agreement or warrants which may effect it.
19. The Contractor acknowledges that it is, and will, remain fully obligated under the provisions of this Contract, regardless of any delegation of duties or assignment or benefits hereunder. Contractor further acknowledges and promises that the provisions of this Contract shall be made binding on any Subcontractor(s) it may retain. Contractor shall require that all Subcontractors hold County harmless from any and all claims and causes of action resulting from actions or activities of Subcontractor. Contractor shall require that all Subcontractors comply with any and all applicable State and Federal laws and that Subcontractor(s) obtain any and all necessary permits or licenses necessary to conduct work under this Contract.
20. Contractor **may not** subcontract or assign any portion of Contract without prior written approval from the County.
21. Vendor expressly guarantees all work and materials as described herein.

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

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

Contractor: Valmont Industries, Inc.
Mike Valasek
7002 N. 288th Street
PO Box 358
Valley, NE 68064

IN WITNESS WHEREOF, the parties hereto have caused these instruments to be executed in THREE original counterparts, this as of this 23rd day of March, 2010.



County of Sarpy, Nebraska
A Body Politic and Corporate

CHAIRMAN: *[Signature]*

ATTEST: _____

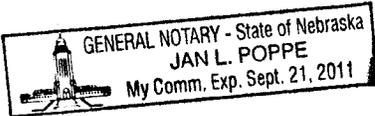
CLERK: *[Signature]*

APPROVED AS TO FORM:
[Signature]
COUNTY ATTORNEY/DEPUTY

CONTRACTOR: *Beth Patterson*
Manager Customer Administration

ATTEST:
[Signature]
SECRETARY/WITNESS

PRESIDENT: *[Signature]*
VP. Marketing





April 15, 2010

Sarpy County Clerk
Attn: Chris Vance
1210 Golden Gate Drive
Papillion, NE 68046-2895

RE: Traffic signal poles at 126th Street and Highway 370, Project C-77(10-11)

Dear Chris:

Attached is the required documentation from Valmont Industries for this contract. When discussing this with our Risk Manager, there are a few points that need to be made concerning your contract.

- Under 9d – Due to Valmont's size and the number of certificates we issue, we can't agree to notify the county of material change. We are taking exception to this statement.
- Under 9f – Valmont Industries never gives out copies of our insurance policies. So we are taking exception to this statement as well.

Thank you for the opportunity to fulfill this contract for the new stadium area! We appreciate doing business with you.

Sincerely,

A handwritten signature in cursive script that reads "Beth Patterson".

Beth Patterson
Manager of Customer Administration
Valmont Industries, Inc.

Attachment to ACORD Certificate for Valmont Industries, Inc.

The terms, conditions and provisions noted below are hereby attached to the captioned certificate as additional description of the coverage afforded by the insurer(s). This attachment does not contain all terms, conditions, coverages or exclusions contained in the policy.

INSURED

Valmont Industries, Inc.
 Attn: Kathy Heaney
 One Valmont Plaza
 Omaha NE 68154-5215 USA

INSURER

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER POLICY DESCRIPTION	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
		AUTOMOBILE LIABILITY					
A			ISAH08583237	01/01/2010	01/01/2011	Hired Auto Comp Ded	\$2,500
						Hired Auto Coll Ded	\$2,500
						Owned Auto Comp Ded	\$25,000
						Owned Auto Coll Ded	\$25,000

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

Certificate No :

570038455706

INSURED

Valmont Industries, Inc.
Attn: Kathy Heaney
One Valmont Plaza
Omaha NE 68154-5215 USA

Named Insured Schedule

Valmont Industries, Inc.
Cascade Earth Sciences, Inc.
Microflect Company, Inc.
Microflect Company, Inc. DBA IFI, Inc.
Valmont Industries, Inc. DBA Valmont Microflect Installation Services
Valmont Coatings, Inc. DBA Pacific States Galvanizing, Inc.
Valmont Coatings, Inc. DBA Intermountain Galvanizing, Inc.
Valmont Coatings, Inc. DBA Calwest Galvanizing, Inc.
Valmont Coatings, Inc. DBA Oklahoma Galvanizing, Inc.
Valmont Coatings, Inc. DBA Applied Coating Technology, Inc.
Valmont Coatings, Inc. DBA Empire Galvanizing, LLC
Valmont Coatings, Inc. DBA Lexington Standard Corporation
Valmont Coatings, Inc. DBA Salina Galvanizing
PiRod, Inc.
Oklahoma Galvanizing, Inc.
George Industries, Inc.
Siouxland Galvanizing, Inc.
Newmark International, Inc.
Golden State Irrigation Services
w.J. whatley, Inc.
Valmont Structures, Inc.
Valmont Newmark, Inc.
PennSummit Tubular, LLC
Valmont Site Pro 1
west Coast Engineering
Matco, Inc.
Gateway Galvanizing Company

Certificate No :

570038455706

PRODUCER
Aon Risk Services Central, Inc.
Omaha NE Office
11213 Davenport
Suite 201
Omaha NE 68154 USA

PHONE (402) 697-1400 FAX - (402) 697-1594

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.

COMPANIES AFFORDING COVERAGE

COMPANY A	XL Insurance America Inc
COMPANY B	
COMPANY C	
COMPANY D	

INSURED
Valmont Industries, Inc.
Attn: Kathy Heaney
One Valmont Plaza
Omaha NE 68154-5215 USA

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	COVERED PROPERTY	LIMITS
A	<input checked="" type="checkbox"/> PROPERTY	US00010425PR09A Property	07/01/09	07/01/10	BUILDING	
	CAUSES OF LOSS				PERSONAL PROPERTY	
	<input type="checkbox"/> BASIC				BUSINESS INCOME w/o Extra Expense	
	<input type="checkbox"/> BROAD				EXTRA EXPENSE	
	<input checked="" type="checkbox"/> SPECIAL				BLANKET BUILDING	
	<input type="checkbox"/> EARTHQUAKE				BLANKET PERS PROP	
	<input type="checkbox"/> FLOOD				BLANKET BLDG & PP	
					<input checked="" type="checkbox"/> Loss Limit	\$450,000,000
	INLAND MARINE					
	TYPE OF POLICY					
	CAUSES OF LOSS					
	<input type="checkbox"/> NAMED PERILS					
	<input type="checkbox"/> OTHER					
	CRIME					
	TYPE OF POLICY					
	BOILER & MACHINERY					
	OTHER					

LOCATION OF PREMISES \ DESCRIPTION OF PROPERTY
Re: Traffic Poles.

SPECIAL CONDITIONS / OTHER COVERAGES

CERTIFICATE HOLDER
Sarpy County, Nebraska
County Board Business Office
1210 Golden Gate Drive
Papillion NE 68046 USA

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

AUTHORIZED REPRESENTATIVE
Aon Risk Services Central, Inc.

Holder Identifier :
Certificate Number : 570038455696



CONTRACTOR Valmont Industries

**Sarpy County, Nebraska
Traffic Signal Poles at 126th & Highway 370 Intersection, Project C-77 (10-11)
Bid Form**

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

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

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

PHASE I

	Description	Qty	Unit	Unit Price	Ext. Price
01.	Combination Mast Arm Signal & Lighting Pole, Type CMP-50-12-40	1	EA	\$ 3,245	\$ 3,245
02.	Combination Mast Arm Signal & Lighting Pole, Type CMP-70-12-40	4	EA	\$ 5,062	\$ 20,248
03.	Combination Mast Arm Signal & Lighting Pole, Type CMP-75-12-40	2	EA	\$ 7,312	\$ 14,624
04.	Combination Mast Arm Signal & Lighting Pole, Type CMP-80-12-40	3	EA	\$ 8,156	\$ 24,468
Total Bid					\$ 62,585

Adder If unloading is required - 1
*Prices are to be F.O.B. - Sarpy County, Nebraska

\$1500

\$63,085

CONTRACTOR DELIVERY DATE:

10-12 weeks

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

CONTRACTOR Valmont Industries Inc

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

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

Addendum #1 received
Addendum #2 received

Attachments: Literature
 Warranty Information

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

Valmont Industries Inc
Company Name

Mike Valasek
Authorized Signature

7002 N 288th St. PO Box 358
Address

Valley, NE 68064
City, State & Zip

Mike Valasek
Company Representative (Please print)

402-359-2201 X 3884
Telephone Number

402-359-4025
Fax Number

Mike.Valasek@valmont.com
E-Mail Address

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

CONTRACTOR Valmont Industries

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

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

Company Information:

Years in business:

64 years

of employees

5600 (worldwide)

Total sales last 3 years

\$ 1,907,300,000 2008
\$ 1,499,800,000 2007
\$ 1,281,300,000 2006

References:

Company Name: Omaha Public Power District
Address: 444 S 16th st Omaha NE 68102
Contact Name: Bill Armstrong Phone Number: 402-636-2000
Fax Number: 402-636-3931 Date of Purchase: 3/12/10

Company Name: City of Omaha
Address: 4303 S 50th st Omaha, NE 68117
Contact Name: Glen Hansen Phone Number: 402-444-5253
Fax Number: 402-444-5248 Date of Purchase: 6/2009

Company Name: City of Lincoln
Address: 531 West Gate Blvd Ste 100 Lincoln, NE 68528
Contact Name: Kim Wilnes Phone Number: 402-441-7417
Fax Number: 402-441-7734 Date of Purchase: 12-22-09

Valmont will have a 2 year warranty on this project



STRUCTURES

PRICE CATALOGS

TERMS AND CONDITIONS

ACCEPTANCE

All orders are subject to final approval and acceptance at the home office of Valmont Industries, Inc., Valley, Nebraska. No order or inquiry solicited by any salesperson or representative shall be binding upon Valmont until it has been accepted and acknowledged by Valmont.

CANCELLATION

The written consent of Valmont shall be obtained prior to any attempt to cancel any order. Cancellation of an order may subject the Purchaser to a cancellation charge based upon expenses already incurred and commitments made by Valmont.

DELAYS, DAMAGE OR LOSS

Valmont is not liable for delays in shipment or delivery of its products when caused or arising from the breakdown of equipment, fires, strikes, material shortage or any other cause beyond its reasonable control. Actual back-charges will be accepted only in cases when the charges have been authorized by Valmont in writing.

PAYMENT TERMS

Standard payment terms are Net 30 Days from date of invoice, unless otherwise specified and approved in advance in writing by the Valmont Credit Department. Invoices for anchor bolts shipped in advance of the structures may be billed at the time of such anchor bolt shipment.

PRICING

All prices are subject to change without advance notice except those shown on a specific quotation indicating prices are firm for 45 days from date of the quotation. Orders delayed or put on customer hold, may not be price protected beyond the date of a general price increase announcement. In the event that the contract documents or design(s) change from that given at the time of quotation, Valmont has the right to charge additional compensation for increased costs including, but not limited to costs related to freight and raw material.

RETURNED GOODS

Prior written consent from Valmont must be acquired before any credit on returned goods will be given. For material accepted for return, purchaser must pay outbound and return shipment expenses and pay a minimum restocking charge of 45% of the then current pricing. Custom fabricated products or products from special orders are not subject to return.

TAXES

Valmont reserves the right to add any applicable sales tax, duty, excise or any other tax or fee which may be imposed on its product to the sales price of that product.

TRANSPORTATION

All products are sold F.O.B. factory, full freight allowed within the continental United States, consisting of the lower 48 contiguous states, unless otherwise specified in writing. For shipment destinations outside the continental U.S., freight charges will be prepaid to the nearest port of exit with all other applicable charges from said point of delivery being the responsibility of the customer, unless otherwise noted. The method of shipment will be solely determined by Valmont, using a common carrier of Valmont's choice and delivered to the nearest destination. The customer assumes and will pay all

TRANSPORTATION Cont.

charges for special services such as cartage, airfreight, express deliveries, parcel post and multiple deliveries on one order.

Additional Transportation Considerations:

- For orders less than \$1500, freight is not included. Freight will be prepaid and charged to the customer.
- Minimum order value is \$500. Orders below \$500 will incur a \$50 processing fee.
- Freight charges for anchor bolts or accessories shipped independent of the structures (at the customer's request) may be billed separately and paid by the customer, unless otherwise specified in writing.

Claims for Shortage:

- All claims for shortages must be made in writing within 30 days of receipt of shipment at destination.

Product Shipped with Protective Covering:

- Product received at the point of destination with protective covering should be unwrapped immediately and inspected. Any exposure to moisture during storage may cause the wrapping materials to stain the standards. Standards are wrapped for protection during shipment.

WARRANTY

Valmont warrants its products to be free from defects in materials and workmanship for one year under normal use and service. Any goods found to be defective within one year from the date of shipment, and examined by Valmont and determined to be defective, shall be replaced or repaired by Valmont free of charge. Any such notification shall be directed to Valmont, attention to Customer Service Manager.

Exclusions:

- This warranty excludes fatigue failure or similar phenomena resulting from induced vibration, harmonic oscillation or resonance associated with movement of air currents around the product. Further, labor required to remove and/or reinstall original or replacement parts shall be the responsibility of the customer.
- This warranty excludes damage caused by improper installation, overloading, misuse, abuse, accident or neglect. In addition, this warranty does not cover alterations, modifications, or additions unless the change is acknowledged and accepted, in advance in writing, by Valmont.
- If the products are to be used on an existing foundation or on other structures, the customer assumes all responsibility for the structural integrity of the existing foundation, anchorage or structures and all the consequences arising therefrom.

DISCLAIMER

THE ABOVE WARRANTIES ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF SUITABILITY FOR A PARTICULAR PURPOSE. IT IS EXPRESSLY STATED THAT VALMONT ASSUMES NO LIABILITY FOR CONSEQUENTIAL, INCIDENTAL OR LIQUIDATED DAMAGES ARISING OUT OF A BREACH OF SALE, INCLUDING ANY WARRANTIES ARISING THEREFROM, AND THE CUSTOMER'S SOLE REMEDY SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT (AS SO DETERMINED BY VALMONT) OF DEFECTIVE PARTS AS DESCRIBED ABOVE. VALMONT RESERVES THE RIGHT TO IMPLEMENT PRODUCT CHANGES/IMPROVEMENTS TO ITS DESIGN OR MATERIAL WITHOUT ADVANCE NOTICE.

TRAVELERS

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That we VALMONT INDUSTRIES, INC. principal, hereinafter called the Principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, of Hartford, Connecticut, a corporation duly organized under the laws of the State of Connecticut, as Surety, hereinafter called the Surety, are held and firmly bound unto SARPY COUNTY TREASURER
1210 Golden Gate Drive
Papillion, NE 68046

as Obligee, hereinafter called the Obligee, in the sum of Five percent of amount bid.
(\$5% of Amount Bid), 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:

Traffic Signal Poles at 126th & Highway 370 Intersection, Project C-77 (10-11)

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 22nd day of March, 2010.

Mike Nelson

(Witness)

VALMONT INDUSTRIES, INC.

(Principal)

(Seal)

By: Dan Witt

(Title)

Travelers Casualty and Surety Company of America

By: Claudia A. Rathbun

Claudia A. Rathbun

Attorney-in-Fact

Printed in cooperation with the American Institute of Architects (AIA) by Travelers Casualty and Surety Company of America. The language in this document conforms exactly to the language used in AIA Document A310, February 1970 edition.

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 220795

Certificate No. 003402837

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

John D. Diesing Jr., James L. Arts, David B. McCue, Patrick M. McCahill, Claudia A. Rathbun, Steven E. Verbeski, and Elizabeth D. Hudson

of the City of Omaha, State of Nebraska, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 22nd day of January, 2009.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: George W. Thompson
George W. Thompson, Senior Vice President

On this the 22nd day of January, 2009, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



Marie C. Tetreault
Marie C. Tetreault, Notary Public