

**BOARD OF COMMISSIONERS
SARPY COUNTY, NEBRASKA**

**RESOLUTION AWARDING BID FOR HIGHWAY 370 IMPROVEMENTS TOGETHER WITH THE
TRAFFIC SIGNAL INSTALLATION AT 126TH,
PROJECT C-77 (10-11)**

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 Luxa Construction Company, Inc. for Highway 370 Improvements Together with the Traffic Signal Installation at 126th, Project C-77 (10-11) in the total amount of \$1,743,200.38 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 4th day of May, 2010.

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

YEAS:

[Signature]

[Signature]

[Signature]

[Signature]

NAYS:

[Signature]

ABSENT:

none

ABSTAIN:

none

Attest:

[Signature]

Sarpy County Clerk



Approved as to form:

[Signature]

Deputy County Attorney

Contractor: Luxa

CONTRACT AGREEMENT

THIS CONTRACT is made and entered into in TRIPLICATE by and between Sarpy County, Nebraska hereinafter called County, and Luxa Construction Company, 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 No. C-77 (10-11) Highway 370 Improvements Together with the Traffic Signal Installation at 126th.**

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 \$1,743,200.38 (One Million Seven Hundred Forty Three Thousand Two Hundred Dollars and Thirty Eight 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. Insurance Requirements

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

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

a. Worker's Compensation and Employers Liability Insurance

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

b. Commercial General Liability Insurance

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

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

c. Automobile Liability Insurance

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

d. Certificate of Insurance

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

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

e. Property Insurance

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

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

f. Insurance Company

All insurance coverages herein required of the Contractor shall be written by an insurance company or companies transacting business as an admitted insurer in

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

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

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

in the performing of services pursuant to this Contract which effects his or her personal interest, or any corporation, partnership, or association in which he or she is directly or indirectly interested; nor shall any employee of the County, nor indirect, in this Contract or the proceeds thereof.

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

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

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

Contractor: Luxa Construction Company, Inc.
Mr. Michael Luxa
PO Box 105
Blair, NE 68008

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

(SEAL)

County of Sarpy, Nebraska
A Body Politic and Corporate



Doni Jones 5/4/10
CHAIRMAN

ATTEST:

CLERK: Debra Houghtaling

APPROVED AS TO FORM:

[Signature]
COUNTY ATTORNEY/DEPUTY

CONTRACTOR:

ATTEST:

Luxa Construction Company, Inc.

Wicky L Luxa
SECRETARY/WITNESS

Michael Luxa
PRESIDENT

Bid Items Highway 370 and 132nd Street Intersection
 Sarpy County, Nebraska (2010)
 Highway 370 Offsite Roadway Improvements
 Project: C77 (10-11)

	Description	Units	Quantity	Unit Cost	Total
1	MOBILIZATION	LS	0.28	\$80,805.00	\$22,894.75
2	GENERAL CLEARING & GRUBBING	LS	0.25	\$9,975.00	\$2,493.75
3	EARTHWORK (EXCAVATION)	CY	517	\$4.46	\$2,305.82
4	EARTHWORK (BORROW)	CY	0	\$10.50	\$0.00
5	WATER	MGAL	38	\$11.55	\$438.90
6	REMOVE PAVEMENT	SY	794	\$2.57	\$2,040.58
7	REMOVE ASPHALT	SY	521	\$1.74	\$906.54
8	SAWING PAVEMENT	LF	986	\$2.65	\$2,612.90
9	REMOVE MEDIAN SURFACING	SY	165	\$1.88	\$310.20
10	REMOVE BUILDING	EACH	0	\$5,775.00	\$0.00
11	REMOVE AND REPLACE MAILBOX	EACH	0	\$176.00	\$0.00
12	REMOVE FENCE	LF	0	\$1.58	\$0.00
13	REMOVE AND RESET FENCE	LF	0	\$6.01	\$0.00
14	REMOVE AND RELOCATE DRIVEWAY CULVERT PIPE	LF	56	\$22.90	\$1,282.40
15	TIE BARS	EACH	1401	\$5.00	\$7,005.00
16	COMBINATION CONCRETE CLASS 47B-3500 CURB AND GUTTER	LF	316	\$7.68	\$2,426.88
17	4" CONCRETE CLASS 47B-3000 MEDIAN SURFACING	SY	0	\$62.65	\$0.00
18	7" CONCRETE CLASS 47B-3000 MEDIAN SURFACING	SY	177	\$29.09	\$5,148.93
19	7" CONCRETE PAVEMENT, CLASS 47B-3500	SY	0	\$25.40	\$0.00
20	8" CONCRETE PAVEMENT, CLASS 47B-3500	SY	1202	\$26.05	\$31,312.10
21	9" CONCRETE PAVEMENT, CLASS 47B-3500	SY	0	\$33.09	\$0.00
22	10" CONCRETE PAVEMENT, CLASS 47B-3500	SY	916	\$27.11	\$24,832.76
23	10" DOWELLED CONCRETE PAVEMENT, CLASS 47B-3500	SY	549	\$33.21	\$18,232.29
24	FOUNDATION COURSE 4"	SY	1465	\$4.33	\$6,343.45
25	6" SURFACING	SY	236	\$21.44	\$5,059.84
26	EARTH SHOULDER CONSTRUCTION	STA	17	\$100.00	\$1,700.00
27	SUBGRADE PREPARATION	SY	2629	\$1.07	\$2,813.03
28	WATER	Mgal	12	\$14.74	\$176.88
29	PREPARATION OF INTERSECTIONS AND DRIVEWAYS	SY	274	\$1.50	\$411.00
30	REMOVE FLARED END SECTION	EA	1	\$120.00	\$120.00
31	SANDFILL CULVERT (FLOWABLE FILL)	CY	0	\$222.55	\$0.00
32	REMOVE INLET	EA	0	\$396.00	\$0.00
33	42" CORRUGATED METAL PIPE	LF	0	\$128.22	\$0.00
34	15" STORM SEWER PIPE	LF	0	\$99.30	\$0.00
35	18" STORM SEWER PIPE	LF	258	\$19.88	\$5,129.04
36	24" STORM SEWER PIPE	LF	0	\$29.18	\$0.00
37	30" STORM SEWER PIPE	LF	0	\$33.64	\$0.00
38	18" CULVERT PIPE	LF	31	\$47.48	\$1,471.88
39	24" CULVERT PIPE	LF	0	\$27.38	\$0.00
40	18" REINFORCED CONCRETE CULVERT PIPE, CLASS IV	LF	0	\$17.64	\$0.00
41	18" REINFORCED CONCRETE SEWER PIPE, CLASS IV	LF	0	\$17.64	\$0.00
42	JACKING 18" REINFORCED CONCRETE CULVERT PIPE, CLASS IV	LF	0	\$199.85	\$0.00
43	JACKING 18" REINFORCED CONCRETE SEWER PIPE, CLASS IV	LF	0	\$207.37	\$0.00
44	18" CONCRETE FLARED END SECTION	EA	2	\$475.00	\$950.00
45	24" CONCRETE FLARED END SECTION	EA	0	\$508.00	\$0.00
46	42" METAL FLARED END SECTION	EA	0	\$1,640.00	\$0.00
47	EXCAVATION FOR CULVERTS	CY	3	\$8.50	\$25.50
48	CAST IRON RING AND COVER	LB	0	\$1.24	\$0.00
49	CAST IRON COVER, FRAME AND FLANGE	LB	0	\$1.44	\$0.00
50	CAST IRON COVER AND FRAME	LB	375	\$1.77	\$663.75
51	CAST IRON GRATE AND FRAME	LB	2250	\$1.72	\$3,870.00
52	CLASS 47B-3000 CONCRETE FOR PIPE CULVERT PLUG	CY	0	\$310.00	\$0.00
53	CLASS 47B-3000 CONCRETE FOR COLLARS	CY	0	\$351.00	\$0.00
54	CLASS 47B-3000 CONCRETE FOR INLET AND JUNCTION BOX	CY	8	\$666.00	\$5,328.00
55	REINFORCING STEEL FOR COLLARS	LB	38	\$2.05	\$77.90
56	REINFORCING STEEL FOR INLET AND JUNCTION BOX	LB	1134	\$1.24	\$1,406.16
57	ADJUST MANHOLE TO GRADE	EACH	1	\$140.00	\$140.00
58	4" PERFORATED PIPE UNDERDRAIN	LF	1830	\$5.91	\$10,815.30
59	TAPPING EXISTING CULVERT	EA	0	\$457.00	\$0.00
60	MANHOLE	EA	0	\$1,472.00	\$0.00
61	4" WHITE, PREFORMED PLASTIC PAVEMENT MARKING, TYPE 4, GROOVED	LF	2261	\$2.52	\$5,697.72
62	4" YELLOW PREFORMED PLASTIC PAVEMENT MARKING, TYPE 4, GROOVED	LF	0	\$2.52	\$0.00
63	8" WHITE, PREFORMED PLASTIC PAVEMENT MARKING, TYPE 4, GROOVED	LF	1078	\$5.04	\$5,433.12
64	12" WHITE, PERMANENT PAVEMENT MARKING PAINT	LF	387	\$0.79	\$305.73
65	RIGHT ARROW, PREFORMED PAVEMENT MARKING, TYPE 4	EA	0	\$320.25	\$0.00
66	ONLY, PREFORMED PAVEMENT MARKING, TYPE 4	EA	0	\$325.50	\$0.00
67	REMOVE SIGN AND POST	EA	2	\$46.20	\$92.40
68	TYPE A SIGN	SF	19	\$18.90	\$359.10
69	SIGN POST	EA	3	\$150.15	\$450.45
70	INSTALL COMBINATION MAST ARM SIGNAL AND LIGHTING POLE, TYPE CMP-50-12	EA	1	\$2,621.85	\$2,621.85
71	INSTALL COMBINATION MAST ARM SIGNAL AND LIGHTING POLE, TYPE CMP-65-12	EA	0	\$2,714.25	\$0.00

72	INSTALL COMBINATION MAST ARM SIGNAL AND LIGHTING POLE, TYPE CMP-70-12	EA	0	\$3,415.65	\$0.00
73	INSTALL COMBINATION MAST ARM SIGNAL AND LIGHTING POLE, TYPE CMP-75-12	EA	0	\$3,462.90	\$0.00
74	INSTALL COMBINATION MAST ARM SIGNAL AND LIGHTING POLE, TYPE CMP-80-12	EA	1	\$3,510.15	\$3,510.15
75	TRAFFIC SIGNAL, TYPE TS-2	EA	0	\$527.10	\$0.00
76	PEDESTAL POLE, TYPE PP-10	EA	0	\$856.80	\$0.00
77	TRAFFIC SIGNAL, TYPE TS-1, T36	EA	4	\$708.75	\$2,835.00
78	TRAFFIC SIGNAL, TYPE TS-1L, T37	EA	1	\$681.45	\$681.45
79	TRAFFIC SIGNAL, TYPE TS-1R, T34	EA	0	\$707.70	\$0.00
80	TRAFFIC SIGNAL, TYPE TS-1R, T39	EA	0	\$603.75	\$0.00
81	TRAFFIC SIGNAL, TYPE TS-1LL, T51A	EA	1	\$1,116.15	\$1,116.15
82	TRAFFIC SIGNAL, TYPE TS-1RR, T52A	EA	0	\$1,025.85	\$0.00
83	FOUNDATION DESIGN	EA	1	\$1,094.10	\$1,094.10
84	TRAFFIC SIGNAL CONTROLLER, CABINET, AND PAD, TYPE TC-2070	EA	0	\$12,721.80	\$0.00
85	UNINTERRUPTABLE POWER SUPPLY	EA	0	\$5,765.55	\$0.00
85a	1 1/2" CONDUIT IN TRENCH	LF	302	\$2.73	\$824.46
86	2" CONDUIT IN TRENCH	LF	2076	\$3.05	\$6,331.80
87	3" CONDUIT IN TRENCH	LF	0	\$5.78	\$0.00
88	4" CONDUIT IN TRENCH	LF	0	\$10.50	\$0.00
89	2" CONDUIT, JACKED	LF	13	\$8.03	\$104.39
90	3" CONDUIT, JACKED	LF	20	\$9.45	\$189.00
91	CONDUIT SPLICE	EA	2	\$417.90	\$835.80
92	12/C #14 AWG TRAFFIC SIGNAL CABLE	LF	165	\$1.94	\$320.10
92a	3/C #14 AWG TRAFFIC SIGNAL CABLE	LF	1365	\$0.68	\$928.20
93	3/C #6 STREET LIGHTING CABLE	LF	404	\$3.78	\$1,527.12
94	2/C #14 AWG PEDESTRIAN PUSHBUTTON LEAD-IN CABLE	LF	165	\$0.63	\$103.95
95	DETECTOR CABLE	LF	1146	\$0.79	\$905.34
96	GROUND CONDUCTOR	LF	1173	\$0.89	\$1,043.97
97	6 PAIR COMMUNICATION CABLE	LF	1419	\$1.16	\$1,646.04
98	PULL BOX, TYPE PB-1	EA	4	\$588.00	\$2,352.00
99	PULL BOX, TYPE PB-2	EA	1	\$899.85	\$899.85
100	PULL BOX, TYPE FOR-27	EA	1	\$592.20	\$592.20
101	PULL BOX, TYPE PB-1A	EA	0	\$552.30	\$0.00
102	PULL BOX, TYPE PB-2A	EA	0	\$859.95	\$0.00
103	REMOVE PULL BOX	EA	6	\$93.45	\$560.70
104	REMOVE TRAFFIC SIGNAL POLE, COMPLETE	EA	2	\$952.35	\$1,904.70
105	REMOVE VEHICLE DETECTOR, TD-3	EA	8	\$23.10	\$184.80
106	REMOVE 3" CONDUIT	LF	20	\$1.84	\$36.80
107	REMOVE DETECTOR LEAD-IN CABLE	LF	2674	\$0.16	\$427.84
108	RELOCATE STREET NAME SIGN	EA	1	\$74.55	\$74.55
109	RELOCATE PEDESTAL POLE, TYPE PP-10	EA	1	\$625.80	\$625.80
110	RELOCATE TRAFFIC SIGNAL, TYPE TS-2	EA	1	\$170.10	\$170.10
111	RELOCATE SIGN	EA	1	\$23.21	\$23.21
112	INSTALL SERVICE DISCONNECT	EA	0	\$618.45	\$0.00
113	STREET NAME SIGN	EA	2	\$329.70	\$659.40
114	VEHICLE DETECTOR, TYPE A, PREFORMED	EA	0	\$131.25	\$0.00
115	VEHICLE DETECTOR, TYPE B, PREFORMED	EA	4	\$165.90	\$663.60
116	VEHICLE DETECTOR, TYPE TD-3	EA	0	\$390.60	\$0.00
117	ANCHOR BOLTS	EA	8	\$25.20	\$201.60
118	RELOCATE LIGHT POLE	EA	2	\$1,312.50	\$2,625.00
119	FLASHING ARROW PANEL	DAY	99	\$96.60	\$9,531.20
120	TYPE III BARRICADE	DAY	250	\$2.57	\$642.50
121	TYPE II BARRICADE	DAY	6871	\$0.32	\$2,198.72
122	TEMPORARY SIGN DAY	DAY	1799	\$0.25	\$449.75
123	FABRIC SILT FENCE, LOW POROSITY	LF	1637	\$1.84	\$3,012.08
124	CURB INLET SEDIMENT FILTER	EA	9	\$53.55	\$481.95
125	AREA INLET SEDIMENT FILTER	EA	2	\$99.75	\$199.50
126	SEEDING, TYPE 'A'	AC	0.95	\$824.25	\$783.04
127	SEEDING, TYPE 'B'	AC	0.83	\$666.75	\$553.40
128	MULCH	TONS	3.56	\$110.25	\$392.49
129	CRUSHED ROCK FOR CONSTRUCTION ENTRANCES	TONS	83	\$24.15	\$2,004.45
130	EROSION CONTROL CHECKS, TYPE WATTLE	LF	40	\$2.42	\$96.80
131	TURF REINFORCEMENT MAT - TYPE 2A	SY	318	\$3.94	\$1,252.92
132	TRANSITION MAT (ScourStop)	PANEL	0	\$236.25	\$0.00

Subtotal Construction Cost	\$243,303.87
Utility Relocations	\$5,000.00
Contingency (5%)	\$12,165.19
Construction Engineering, Observation, and Testing (12%)	\$29,196.46
Total Construction Cost	\$289,665.53

Bid Items Highway 370 and 120th Street Intersection
 Sarpy County, Nebraska (2010)
 Highway 370 Offsite Roadway Improvements
 Project: C77 (10-11)

	Description	Units	Quantity	Unit Cost	Total
1	MOBILIZATION	LS	0.28	\$80,805.00	\$22,894.75
2	GENERAL CLEARING & GRUBBING	LS	0.25	\$9,975.00	\$2,493.75
3	EARTHWORK (EXCAVATION)	CY	1974	\$4.46	\$8,804.04
4	EARTHWORK (BORROW)	CY	548	\$10.50	\$5,754.00
5	WATER	MGAL	53	\$11.55	\$612.15
6	REMOVE PAVEMENT	SY	0	\$2.57	\$0.00
7	REMOVE ASPHALT	SY	6155	\$1.74	\$10,709.70
8	SAWING PAVEMENT	LF	0	\$2.65	\$0.00
9	REMOVE MEDIAN SURFACING	SY	0	\$1.88	\$0.00
10	REMOVE BUILDING	EACH	0	\$5,775.00	\$0.00
11	REMOVE AND REPLACE MAILBOX	EACH	2	\$176.00	\$352.00
12	REMOVE FENCE	LF	0	\$1.58	\$0.00
13	REMOVE AND RESET FENCE	LF	0	\$6.01	\$0.00
14	REMOVE AND RELOCATE DRIVEWAY CULVERT PIPE	LF	0	\$22.90	\$0.00
15	TIE BARS	EACH	716	\$5.00	\$3,580.00
16	COMBINATION CONCRETE CLASS 47B-3500 CURB AND GUTTER	LF	0	\$7.68	\$0.00
17	4" CONCRETE CLASS 47B-3000 MEDIAN SURFACING	SY	17	\$62.65	\$1,065.05
18	7" CONCRETE CLASS 47B-3000 MEDIAN SURFACING	SY	574	\$29.09	\$16,697.66
19	7" CONCRETE PAVEMENT, CLASS 47B-3500	SY	562	\$25.40	\$14,274.80
20	8" CONCRETE PAVEMENT, CLASS 47B-3500	SY	0	\$26.05	\$0.00
21	9" CONCRETE PAVEMENT, CLASS 47B-3500	SY	886	\$33.09	\$29,317.74
22	10" CONCRETE PAVEMENT, CLASS 47B-3500	SY	6262	\$27.11	\$169,762.82
23	10" DOWELLED CONCRETE PAVEMENT, CLASS 47B-3500	SY	1931	\$33.21	\$64,128.51
24	FOUNDATION COURSE 4"	SY	8193	\$4.33	\$35,475.69
25	6" SURFACING	SY	883	\$21.44	\$18,931.52
26	EARTH SHOULDER CONSTRUCTION	STA	25	\$100.00	\$2,500.00
27	SUBGRADE PREPARATION	SY	8440	\$1.07	\$9,030.80
28	WATER	Mgal	32	\$14.74	\$471.68
29	PREPARATION OF INTERSECTIONS AND DRIVEWAYS	SY	1887	\$1.50	\$2,830.50
30	REMOVE FLARED END SECTION	EA	6	\$120.00	\$720.00
31	SANDFILL CULVERT (FLOWABLE FILL)	CY	0	\$222.55	\$0.00
32	REMOVE INLET	EA	2	\$396.00	\$792.00
33	42" CORRUGATED METAL PIPE	LF	0	\$128.22	\$0.00
34	15" STORM SEWER PIPE	LF	15	\$99.30	\$1,489.50
35	18" STORM SEWER PIPE	LF	603	\$19.88	\$11,987.64
36	24" STORM SEWER PIPE	LF	0	\$29.18	\$0.00
37	30" STORM SEWER PIPE	LF	710	\$33.64	\$23,884.40
38	18" CULVERT PIPE	LF	12	\$47.48	\$569.76
39	24" CULVERT PIPE	LF	138	\$27.38	\$3,778.44
40	18" REINFORCED CONCRETE CULVERT PIPE, CLASS IV	LF	0	\$17.64	\$0.00
41	18" REINFORCED CONCRETE SEWER PIPE, CLASS IV	LF	40	\$17.64	\$705.60
42	JACKING 18" REINFORCED CONCRETE CULVERT PIPE, CLASS IV	LF	0	\$199.85	\$0.00
43	JACKING 18" REINFORCED CONCRETE SEWER PIPE, CLASS IV	LF	40	\$207.37	\$8,294.80
44	18" CONCRETE FLARED END SECTION	EA	1	\$475.00	\$475.00
45	24" CONCRETE FLARED END SECTION	EA	2	\$506.00	\$1,012.00
46	42" METAL FLARED END SECTION	EA	0	\$1,640.00	\$0.00
47	EXCAVATION FOR CULVERTS	CY	652	\$8.50	\$5,542.00
48	CAST IRON RING AND COVER	LB	345	\$1.24	\$427.80
49	CAST IRON COVER, FRAME AND FLANGE	LB	580	\$1.44	\$835.20
50	CAST IRON COVER AND FRAME	LB	500	\$1.77	\$885.00
51	CAST IRON GRATE AND FRAME	LB	6750	\$1.72	\$11,610.00
52	CLASS 47B-3000 CONCRETE FOR PIPE CULVERT PLUG	CY	0.5	\$310.00	\$155.00
53	CLASS 47B-3000 CONCRETE FOR COLLARS	CY	3	\$351.00	\$1,053.00
54	CLASS 47B-3000 CONCRETE FOR INLET AND JUNCTION BOX	CY	22	\$666.00	\$14,652.00
55	REINFORCING STEEL FOR COLLARS	LB	227	\$2.05	\$465.35
56	REINFORCING STEEL FOR INLET AND JUNCTION BOX	LB	2392	\$1.24	\$2,966.08
57	ADJUST MANHOLE TO GRADE	EA	0	\$140.00	\$0.00
58	4" PERFORATED PIPE UNDERDRAIN	LF	1390	\$5.91	\$8,214.90
59	TAPPING EXISTING CULVERT	EA	1	\$457.00	\$457.00
60	MANHOLE	EA	2	\$1,472.00	\$2,944.00
61	4" WHITE, PREFORMED PLASTIC PAVEMENT MARKING, TYPE 4, GROOVED	LF	2937	\$2.52	\$7,401.24
62	4" YELLOW PREFORMED PLASTIC PAVEMENT MARKING, TYPE 4, GROOVED	LF	512	\$2.52	\$1,290.24
63	8" WHITE, PREFORMED PLASTIC PAVEMENT MARKING, TYPE 4, GROOVED	LF	2334	\$5.04	\$11,763.36
64	12" WHITE, PERMANENT PAVEMENT MARKING PAINT	LF	849	\$0.79	\$670.71
65	RIGHT ARROW, PREFORMED PAVEMENT MARKING, TYPE 4	EA	4	\$320.25	\$1,281.00
66	ONLY, PREFORMED PAVEMENT MARKING, TYPE 4	EA	2	\$325.50	\$651.00
67	REMOVE SIGN AND POST	EA	7	\$46.20	\$323.40
68	TYPE A SIGN	SF	70	\$18.90	\$1,323.00
69	SIGN POST	EA	6	\$150.15	\$900.90
70	INSTALL COMBINATION MAST ARM SIGNAL AND LIGHTING POLE, TYPE CMP-50-12	EA	0	\$2,621.85	\$0.00
71	INSTALL COMBINATION MAST ARM SIGNAL AND LIGHTING POLE, TYPE CMP-65-12	EA	1	\$2,714.25	\$2,714.25

72	INSTALL COMBINATION MAST ARM SIGNAL AND LIGHTING POLE, TYPE CMP-70-12	EA	1	\$3,415.65	\$3,415.65
73	INSTALL COMBINATION MAST ARM SIGNAL AND LIGHTING POLE, TYPE CMP-75-12	EA	1	\$3,462.90	\$3,462.90
74	INSTALL COMBINATION MAST ARM SIGNAL AND LIGHTING POLE, TYPE CMP-80-12	EA	1	\$3,510.15	\$3,510.15
75	TRAFFIC SIGNAL, TYPE TS-2	EA	4	\$527.10	\$2,108.40
76	PEDESTAL POLE, TYPE PP-10	EA	4	\$856.80	\$3,427.20
77	TRAFFIC SIGNAL, TYPE TS-1, T36	EA	8	\$708.75	\$5,670.00
78	TRAFFIC SIGNAL, TYPE TS-1L, T37	EA	7	\$681.45	\$4,770.15
79	TRAFFIC SIGNAL, TYPE TS-1R, T34	EA	1	\$707.70	\$707.70
80	TRAFFIC SIGNAL, TYPE TS-1R, T39	EA	1	\$603.75	\$603.75
81	TRAFFIC SIGNAL, TYPE TS-1LL, T51A	EA	0	\$1,116.15	\$0.00
82	TRAFFIC SIGNAL, TYPE TS-1RR, T52A	EA	0	\$1,025.85	\$0.00
83	FOUNDATION DESIGN	EA	2	\$1,094.10	\$2,188.20
84	TRAFFIC SIGNAL CONTROLLER, CABINET, AND PAD, TYPE TC-2070	EA	1	\$12,721.80	\$12,721.80
85	UNINTERRUPTIBLE POWER SUPPLY	EA	1	\$5,765.55	\$5,765.55
85a	1 1/2" CONDUIT IN TRENCH	LF	769	\$2.73	\$2,099.37
86	2" CONDUIT IN TRENCH	LF	3419	\$3.05	\$10,427.95
87	3" CONDUIT IN TRENCH	LF	71	\$5.78	\$410.38
88	4" CONDUIT IN TRENCH	LF	27	\$10.50	\$283.50
89	2" CONDUIT, JACKED	LF	91	\$8.03	\$730.73
90	3" CONDUIT, JACKED	LF	519	\$9.45	\$4,904.55
91	CONDUIT SPLICE	EA	0	\$417.90	\$0.00
92	12/C #14 AWG TRAFFIC SIGNAL CABLE	LF	819	\$1.94	\$1,588.86
92a	3/C #14 AWG TRAFFIC SIGNAL CABLE	LF	1847	\$0.68	\$1,255.96
93	3/C #6 STREET LIGHTING CABLE	LF	2388	\$3.78	\$9,026.64
94	2/C #14 AWG PEDESTRIAN PUSHBUTTON LEAD-IN CABLE	LF	819	\$0.63	\$515.97
95	DETECTOR CABLE	LF	4809	\$0.79	\$3,799.11
96	GROUND CONDUCTOR	LF	2442	\$0.89	\$2,173.38
97	6 PAIR COMMUNICATION CABLE	LF	1207	\$1.16	\$1,400.12
98	PULL BOX, TYPE PB-1	EA	13	\$588.00	\$7,644.00
99	PULL BOX, TYPE PB-2	EA	1	\$899.85	\$899.85
100	PULL BOX, TYPE FOR-27	EA	2	\$592.20	\$1,184.40
101	PULL BOX, TYPE PB-1A	EA	4	\$552.30	\$2,209.20
102	PULL BOX, TYPE PB-2A	EA	3	\$859.95	\$2,579.85
103	REMOVE PULL BOX	EA	0	\$93.45	\$0.00
104	REMOVE TRAFFIC SIGNAL POLE, COMPLETE	EA	0	\$952.35	\$0.00
105	REMOVE VEHICLE DETECTOR, TD-3	EA	0	\$23.10	\$0.00
106	REMOVE 3" CONDUIT	LF	0	\$1.84	\$0.00
107	REMOVE DETECTOR LEAD-IN CABLE	LF	0	\$0.16	\$0.00
108	RELOCATE STREET NAME SIGN	EA	0	\$74.55	\$0.00
109	RELOCATE PEDESTAL POLE, TYPE PP-10	EA	0	\$625.80	\$0.00
110	RELOCATE TRAFFIC SIGNAL, TYPE TS-2	EA	0	\$170.10	\$0.00
111	RELOCATE SIGN	EA	0	\$23.21	\$0.00
112	INSTALL SERVICE DISCONNECT	EA	1	\$618.45	\$618.45
113	STREET NAME SIGN	EA	4	\$329.70	\$1,318.80
114	VEHICLE DETECTOR, TYPE A, PREFORMED	EA	32	\$131.25	\$4,200.00
115	VEHICLE DETECTOR, TYPE B, PREFORMED	EA	6	\$165.90	\$995.40
116	VEHICLE DETECTOR, TYPE TD-3	EA	3	\$390.60	\$1,171.80
117	ANCHOR BOLTS	EA	16	\$25.20	\$403.20
118	RELOCATE LIGHT POLE	EA	4	\$1,312.50	\$5,250.00
119	FLASHING ARROW PANEL	DAY	99	\$96.60	\$9,531.20
120	TYPE III BARRICADE	DAY	251	\$2.57	\$645.07
121	TYPE II BARRICADE	DAY	6872	\$0.32	\$2,199.04
122	TEMPORARY SIGN DAY	DAY	1800	\$0.25	\$450.00
123	FABRIC SILT FENCE, LOW POROSITY	LF	809	\$1.84	\$1,488.56
124	CURB INLET SEDIMENT FILTER	EA	3	\$53.55	\$160.65
125	AREA INLET SEDIMENT FILTER	EA	0	\$99.75	\$0.00
126	SEEDING, TYPE 'A'	AC	0.71	\$824.25	\$585.22
127	SEEDING, TYPE 'B'	AC	0.42	\$666.75	\$280.04
128	MULCH	TONS	2.26	\$110.25	\$249.17
129	CRUSHED ROCK FOR CONSTRUCTION ENTRANCES	TONS	84	\$24.15	\$2,028.60
130	EROSION CONTROL CHECKS, TYPE WATTLE	LF	490	\$2.42	\$1,185.80
131	TURF REINFORCEMENT MAT - TYPE 2A	SY	1387	\$3.94	\$5,464.78
132	TRANSITION MAT (ScourStop)	PANEL	0	\$236.25	\$0.00

Subtotal Construction Cost	\$691,633.77
Utility Relocations	\$5,000.00
Contingency (5%)	\$34,581.69
Construction Engineering, Observation, and Testing (12%)	\$82,996.05
Total Construction Cost	\$814,211.51

Bid Items
 Sarpy County, Nebraska (2010)
 Highway 370 Offsite Roadway Improvements (Seibold Drive - SID 290 of Sarpy County)
 Project: C77 (10-11)

	Description	Units	Quantity	Unit Cost	Total
1	MOBILIZATION	LS	0.15	\$80,805.00	\$12,120.75
2	GENERAL CLEARING & GRUBBING	LS	0.25	\$9,975.00	\$2,493.75
3	EARTHWORK (EXCAVATION)	CY	9901	\$4.46	\$44,158.46
4	REMOVE ASPHALT	SY	1251	\$1.74	\$2,176.74
5	REMOVE BUILDING	EACH	1	\$5,775.00	\$5,775.00
6	REMOVE AND REPLACE MAILBOX	EACH	1	\$176.00	\$176.00
7	REMOVE FENCE	LF	484	\$1.58	\$764.72
8	REMOVE AND RESET FENCE	LF	120	\$6.01	\$721.20
9	TIE BARS	EACH	66	\$5.00	\$330.00
10	7" CONCRETE CLASS 47B-3000 MEDIAN SURFACING	SY	17	\$29.09	\$494.53
11	7" CONCRETE PAVEMENT, CLASS 47B-3500	SY	1900	\$25.40	\$48,260.00
12	10" DOWELLED CONCRETE PAVEMENT, CLASS 47B-3500	SY	315	\$33.21	\$10,461.15
13	FOUNDATION COURSE 4"	SY	315	\$4.33	\$1,363.95
14	EARTH SHOULDER CONSTRUCTION	STA	10	\$100.00	\$1,000.00
15	SUBGRADE PREPARATION	SY	994	\$1.07	\$1,063.58
16	WATER	Mgal	5	\$14.74	\$73.70
17	PREPARATION OF INTERSECTIONS AND DRIVEWAYS	SY	1238	\$1.50	\$1,857.00
18	REMOVE FLARED END SECTION	EA	2	\$120.00	\$240.00
19	24" CULVERT PIPE	LF	141	\$27.38	\$3,860.58
20	24" CONCRETE FLARED END SECTION	EA	2	\$506.00	\$1,012.00
21	EXCAVATION FOR CULVERTS	CY	182	\$8.50	\$1,547.00
22	4" WHITE, PREFORMED PLASTIC PAVEMENT MARKING, TYPE 4, GROOVED	LF	453	\$2.52	\$1,141.56
23	TYPE A SIGN	SF	5.25	\$18.90	\$99.23
24	SIGN POST	EA	1	\$150.15	\$150.15
25	FLASHING ARROW PANEL	DAY	10	\$96.60	\$966.00
26	TYPE II BARRICADE	DAY	500	\$0.32	\$160.00
27	TEMPORARY SIGN DAY	DAY	250	\$0.25	\$62.50
28	FABRIC SILT FENCE, LOW POROSITY	LF	306	\$1.84	\$563.04
29	SEEDING, TYPE 'A'	AC	1.08	\$824.25	\$890.19
30	SEEDING, TYPE 'B'	AC	0.37	\$666.75	\$246.70
30a	MULCH	TONS	2.9	\$110.25	\$319.73
31	CRUSHED ROCK FOR CONSTRUCTION ENTRANCES	TONS	750	\$24.15	\$18,112.50
32	EROSION CONTROL CHECKS, TYPE WATTLE	LF	836	\$2.42	\$2,023.12
33	TURF REINFORCEMENT MAT - TYPE 2A	SY	2416	\$3.94	\$9,519.04

Subtotal Construction Cost	\$174,203.86
Utility Relocations	\$3,500.00
Contingency (5%)	\$8,710.19
Construction Engineering, Observation, and Testing (12%)	\$20,904.46
Total Construction Cost	\$207,318.51

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)

Luxa Construction Company, Inc., P O Box 105, Blair, NE 68008

as Principal, hereinafter called Contractor, and,

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

International Fidelity Insurance Company, One Newark Center, Newark, NJ 07102

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

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

Sarpy County, 1210 Golden Gate Dr., Papillion, NE 68046

as Obligee, hereinafter called Owner, in the amount of **One Million Seven Hundred Forty Three Thousand Two Hundred**

And 38/100-----Dollars

(\$1,743,200.38),

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 _____, **2010**, entered into a contract with Owner for

Construct Sarpy County Project No. C-77(10-11) Highway 370 Improvements Together with the Traffic Signal Installation at 126th

in accordance with Drawings and Specifications prepared by

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

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 **14th** day of **May, 2010**.

LUXA CONSTRUCTION COMPANY INC.

(Principal)

(Seal)

Marty W. Musfield
(Witness)

Michael L. Lusa, President
(Title)

INTERNATIONAL FIDELITY INSURANCE COMPANY

(Surety)

(Seal)

Suzanne Westphal
(Witness)

By James M. King Attorney-in-Fact

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A311

Labor and Material Payment Bond

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

KNOW ALL PERSONS BY THESE PRESENTS: that

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

Luxa Construction Company, Inc., P O Box 105, Blair, NE 68008

as Principal, hereinafter called Principal, and,

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

International Fidelity Insurance Company, One Newark Center, Newark, NJ 07102

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

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

Sarpy County, 1210 Golden Gate Dr., Papillion, NE 68046

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

One Million Seven Hundred Forty Three Thousand Two Hundred And 38/100-----

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

Dollars (\$1,743,200.38),

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 , 2010, entered into a contract with Owner for

Construct Sarpy County Project No. C-77(10-11) Highway 370 Improvements Together with the Traffic Signal Installation at 126th

in accordance with Drawings and Specifications prepared by

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

-

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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

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

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

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

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

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

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

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

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

Signed and sealed this **14th** day of **May**, 2010.

LUXA CONSTRUCTION COMPANY INC.

(Principal)

(Seal)

Marty W. Masetoff
(Witness)

Michael L. Luxa, President
(Title)

INTERNATIONAL FIDELITY INSURANCE COMPANY

(Surety)

(Seal)

Suzanne Westphal
(Witness)

By James M. King
Attorney-in-Fact

POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

ROBERT T. CIRONE, JACOB J. BUSS, JAMES M. KING

Lincoln, NE.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



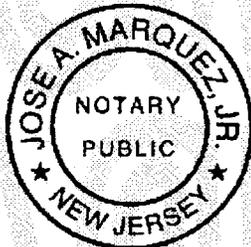
IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY
County of Essex

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 21, 2010

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 14th day of May 2010

Assistant Secretary

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/18/2010

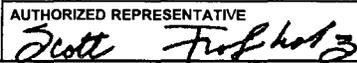
PRODUCER The Harry A. Koch Co. P.O. Box 45279 Omaha, NE 68145-0279 402 861-7000	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Luxa Construction Co., Inc. P.O. Box 105 Blair, NE 68008	INSURER A: General Casualty Co. of Wiscons	
	INSURER B: Regent Insurance Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY	CCI0718666	08/01/2009	08/01/2010	EACH OCCURRENCE	\$1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				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
		GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
B		AUTOMOBILE LIABILITY	CBA0718663	08/01/2009	08/01/2010	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT	\$
		<input checked="" type="checkbox"/> NON-OWNED AUTOS				OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
A		GARAGE LIABILITY	CCU0718665	08/01/2009	08/01/2010	EACH OCCURRENCE	\$4,000,000
		<input type="checkbox"/> ANY AUTO				AGGREGATE	\$4,000,000
							\$
B		EXCESS / UMBRELLA LIABILITY	CWC0718664	08/01/2009	08/01/2010	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE	\$
		<input type="checkbox"/> DEDUCTIBLE				\$	
		<input checked="" type="checkbox"/> RETENTION \$ 10000				\$	
						\$	
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	CWC0718664	08/01/2009	08/01/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	\$
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N <input checked="" type="checkbox"/> N				E.L. EACH ACCIDENT	\$500,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$500,000
		OTHER				E.L. DISEASE - POLICY LIMIT	\$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Project: Highway 370 Improvements Together with the Traffic Signal Installation at 126th; Project C-77 (10 11). Sarpy County (Owner), its commissioners/supervisors, officials, agents, representatives and employees is Additional Insured for General Liability and Auto Liability on a primary basis as required by written contract for operations performed by the named insured on the above project. Umbrella/Excess Liability applies excess over General Liability, Auto Liability and Employers Liability.

CERTIFICATE HOLDER Sarpy County Clerk 1210 Golden Gate Drive Papillion, NE 68046-3088	CANCELLATION 10 Days for Non-Payment SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> 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 
---	--

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 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.

Contractor: Luxa

CONTRACT AGREEMENT

THIS CONTRACT is made and entered into in TRIPLICATE by and between Sarpy County, Nebraska hereinafter called County, and Luxa Construction Company, 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 No. C-77 (10-11) Highway 370 Improvements Together with the Traffic Signal Installation at 126th**, 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 \$1,743,200.38 (One Million Seven Hundred Forty Three Thousand Two Hundred Dollars and Thirty Eight 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. **Community Development Block Grant Regulations - Bonding & Insurance Requirements - Code of Federal Regulations 24 CFR 85.36.**

Bonding requirements. For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold*, the awarding agency may accept the bonding policy and requirements of the grantee or subgrantee provided the awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

- 1) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- (2) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- (3) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

*fixed at 41 U.S.C. 403(11) (currently set at \$100,000)

Contractor agrees to comply with the following Provisions:

8. **Public Law 88-352, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d), et. seq.) (24 CFR part 1).**

The law provides that, "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial

assistance."

Section 109 of the Housing and Community Development Act of 1974, As Amended.

The law requires that, "[n]o person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this chapter. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 [42 U.S.C. 6101 et seq.] or with respect to an otherwise qualified handicapped individual as provided in section 794 of Title 29 also shall apply to any such program or activity."

Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101, Et, seq.).

The law provides that, no person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance."

Section 504 of the Rehabilitation Act of 1973, As Amended (29 U.S.C. 794).

"Section 504 provides that no otherwise qualified individual with a disability shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

Section 3 of the Housing and Urban Development Act of 1968, As Amended (12 U.S.C. 1701u).

The law provides that, "to the greatest extent feasible, recipients of HUD funds (and their contractors and subcontractors) provide jobs and other economic opportunities to low-income persons, particularly public housing residents. Section 3 helps create employment for low-income persons and contracting opportunities for businesses that are owned by low-income people or that provide employment to low-income people."

9. Special Equal Opportunity Provisions

A. Activities and Contracts Not Subject to Executive Order 11246, As Amended (Applicable to Federally assisted construction contracts and related subcontracts \$10,000 and under) During the performance of this contract.

- (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, or national origin. Such action shall include, but not be limited to: employment upgrade, demotion, or transfer; recruitment or recruitment advertising;

layoff or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship.

- (2) The contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by contracting officer setting forth the provisions of the nondiscrimination clause. The contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) Contractors shall incorporate foregoing requirements in all subcontracts.

B. Executive Order 11246 (contract/subcontracts above \$10,000)

1. SEC. 202. Except in contracts exempted in accordance with Section 204 of this order, all Government contracting agencies shall include in every government contract hereafter entered into the following:

During the performance of this contract:

- (1) The contractor will not discriminate against any employee a applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to: employment upgrade, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.
- (2) The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the [Contract Compliance Officer], advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and the rules, regulations, and relevant orders of

the U.S. Secretary of Labor.

- (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the [Department] and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract, or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor *will* take such action with respect to any subcontract or purchase order as may be directed by the [Department and the] Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction [by the Department], the contractor may request the United States to enter into such litigation to protect the interests of the United States [*italics added*]."

10. **Access To and Maintenance of Records**

The Consultant/Contractor agrees to maintain such records and follow such procedures as may be required under HUD Community Planning and Development (CPD) subpart J, 570.502 (paragraph a. 16.) and 24CFR85.42 (paragraphs (b) and (c)) and any such procedures that the department may prescribe. In general such records will include information pertaining to the contract, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to this contract and work undertaken under this contract shall be retained by the Consultant/Contractor or grantee for a period of three years after the final audit of the grantee's CDBG project, unless a longer period is required to resolve audit findings or litigation. In such cases, the grantee shall request a longer period for record retention.

The grantee, the department and duly authorized officials of the state and federal government shall have full access and the right to examine any pertinent documents, papers, records and books of the Consultant/Contractor involving transactions to this local program and contract.

11. **Conflict of Interest**

From 24CFR85.36, no officer, employee or agent of the Grantee who will participate in the selection, the award, or the administration of this grant, may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. It is further required that this stipulation be included in all subcontracts to this Contract. Upon written request, exceptions may be granted upon a case by case basis when it is determined that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project. These exceptions are granted by the Department.

12. **Clean Air and Water Acts**

This clause is required in all third-party contracts involving projects subject to the Clean Air Act (42 U.S.C. s/s 7401 et seq. (1970)), the Federal Water Pollution Control Act (33 U.S.C. 1251 et. seq.), and the regulation of the Environmental Protection Agency with respect to 40 CFR 32 as amended. It also should be mentioned in the bid document.

During the performance of this contract:

- (1) The CONTRACTOR will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency pursuant to 48 CFR 9.40 and 40 CFR 32.20.
- (2) The CONTRACTOR agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 7414) and Section 308 of the Clean Water Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- (3) The CONTRACTOR agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, and Environmental Protection Agency, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.
- (4) The CONTRACTOR agrees that it will include or cause to be included the criteria and requirements in Paragraphs (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the government may direct as a means of enforcing such provisions.

13. **HUD-4010 - Federal Labor Standards Provisions** are attached to the contract and are hereby incorporated as part of this Agreement.
14. **Certification of Bidder Regarding Section 3 and Segregated Facilities** is hereby attached to the contract and incorporated as part of this Agreement.
15. **Davis Bacon Wage Determinations** are attached to this contract and are hereby incorporated as part of this Agreement.
16. 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.

17. 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.

18. 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.
19. 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.
20. 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.
21. 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.
22. 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 or 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.

23. 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.
24. 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.
25. 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.
26. 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.
27. 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.
28. Contractor **may not** subcontract or assign any portion of Contract without prior written approval from the County.
29. Vendor expressly guarantees all work and materials as described herein.

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

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

Contractor: Luxa Construction Company, Inc.
Mr. Michael Luxa
PO Box 105
Blair, NE 68008

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

(SEAL)

County of Sarpy, Nebraska
A Body Politic and Corporate



ATTEST:

Jon Jones 5/4/2010
CHAIRMAN

CLERK: Debra Houghtaling

APPROVED AS TO FORM:

Mark O'Sullivan
COUNTY ATTORNEY/DEPUTY

CONTRACTOR:

ATTEST:

Luxa Construction Company, Inc.

Nicki Luxa
SECRETARY/WITNESS

Michael Luxa
PRESIDENT

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

ATTACHMENT 3b

CONTRACTOR Section 3 Plan

Luxa Const. Co., Inc. agrees to implement the following specific affirmative action steps directed at increasing the utilization of lowest income residents and businesses within the Village/City/County of Sandy County, Nebraska

- A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the city the necessary number of lower income residents through local advertising media; signs placed at the proposed site for the project; and community organizations and public or private institutions operating within or serving the project area, such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. *To insert this Section 3 plan in all bid documents, and to require all bidders and subcontracts to submit a Section 3 affirmative action plan that includes utilization goals and the specific steps planned to accomplish these goals.
- E. *To insure that subcontracts (typically let on a negotiated rather than bid basis in areas other than Section 3 covered project areas), also are let on a negotiated basis, where feasible, when let in a Section 3 covered project area.
- F. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.
- G. To insure that all appropriated project area business concerns are notified of pending subcontractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., that document all above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of the Section 3 plan.

**Loans, grants, contracts and subsidies for less than \$10,000 will be exempt.*

ATTACHMENT 3a

CERTIFICATION OF BIDDER REGARDING SECTION 3 AND SEGREGATED FACILITIES

Luxa Construction Company, Inc. Highway 370 Improvements C 77 (10 11)
Name of Prime Contractor Project Name and Number

The undersigned hereby certifies that:

- (a) Section 3 provisions are included in the contract.
- (b) A written Section 3 plan was prepared and submitted as part of the bidding proceedings (if bid equals or exceeds \$10,000).
- (c) No segregated facilities will be maintained.

Michael L. Luxa, President
Name & Title of Signer (Print or Type)

 April 27, 2010
Signature Date

General Decision Number: NE100001 03/26/2010 NE1

Superseded General Decision Number: NE20080001

State: Nebraska

Construction Types: Heavy and Highway

Counties: Douglas, Sarpy, Saunders and Washington Counties in Nebraska.

HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects, and railroad construction; bascule, suspension & spandrel arch bridges; bridges designed for commercial navigation; bridges involving marine construction; other major bridges) SAUNDERS COUNTY (EAST OF HWY. #109 EXTENDED NORTH AND SOUTH TO THE COUNTY LINE)

Modification Number	Publication Date
0	03/12/2010
1	03/26/2010

CARP0444-002 06/01/2009

	Rates	Fringes
CARPENTER.....	\$ 23.94	9.25
Piledriver.....	\$ 23.81	8.23

ELEC0022-002 06/01/2009

DOUGLAS AND SARPY COUNTIES; SAUNDERS COUNTY (east of Hwy. #109 and north of U.S. Alternate Highway No. 30 (Route 92)); AND WASHINGTON COUNTY:

	Rates	Fringes
ELECTRICIAN.....	\$ 30.75	1%+12.24

ELEC0265-001 06/01/2009

SAUNDERS COUNTY (east of Hwy. #109 and south of U.S. Alternate Hwy. No. 30 (Route 92)):

	Rates	Fringes
Electricians:		
Zone 1.....	\$ 25.12	4.5%+8.65
Zone 2.....	\$ 25.42	4.5%+8.65
Zone 3.....	\$ 25.72	4.5%+8.65
Zone 4.....	\$ 26.12	4.5%+8.65

ZONE DEFINITIONS:

Zone 1: 0 to 35 miles from the main Post Office in Lincoln,

NE

Zone 2: 36 to 50 miles from the main Post Office in Lincoln, NE

Zone 3: 51 to 75 miles from the main Post Office in Lincoln, NE

Zone 4: 76 miles and over from the main Post Office in Lincoln, NE

FOOTNOTE:

Work on scaffolds, hanging scaffolds, boatswains chairs or ladders, etc., in any area where the worker is in a position to fall 40 ft. or more, or where objects above the worker can fall 40 ft. or more: to be paid one and one-half times the straight- time rate of pay.

ZONE DEFINITIONS:

Zone 1: 0 to 35 miles from the main Post Office in Lincoln, NE

Zone 2: 36 to 50 miles from the main Post Office in Lincoln, NE

Zone 3: 51 to 75 miles from the main Post Office in Lincoln, NE

Zone 4: 76 miles and over from the main Post Office in Lincoln, NE

ELEC1525-001 09/01/2009

LINE CONSTRUCTION:

	Rates	Fringes
Line technicians:		
Cable Splicer; Lineman		
Welder.....	\$ 34.25	13.83
Equipment Operator.....	\$ 28.59	12.33
Groundman.....	\$ 20.61	10.21
Lineman/Line Technician.....	\$ 31.86	13.20
Truck Driver.....	\$ 22.88	10.81

ELEC1525-002 09/01/2009

	Rates	Fringes
Traffic signal, street light and underground work:		
Cable Splicer; Lineman		
Welder.....	\$ 34.25	13.83
Equipment Operator.....	\$ 28.59	12.33
Groundman.....	\$ 20.61	10.21
Lineman/Line Technician.....	\$ 31.86	13.20
Truck Driver.....	\$ 22.88	10.81

ENGI0571-003 06/01/2009

	Rates	Fringes
Power Equipment Operator		

Group 1.....	\$ 15.91	7.45
Group 2.....	\$ 19.90	7.45
Group 3.....	\$ 21.58	7.45
Group 4.....	\$ 22.37	7.45
Group 5.....	\$ 25.56	7.45

Group 1: Oiler, Greaser, Air Compressors, Welding machines, Pumps, Rollers, Hydro Hammer, Concrete Pumps, Rubber Tired Farm Tractors, Spread Oiler less than 2 years experience.

Group 2: Offroad heavy haulers, Rough Dozer, Rough Blade, Cure & Tyne Machine, Pug Mill, Ferguson type tractors (Workbull with high tecco), Asphalt Roller, Forklift, Oil Distributor, Boom Trucks under 5000lbs, Self-Propelled Compactor, Scrapers and Tractor-Scraper Combination (With less than 2 years experience).

Group 3: One & Two Drum hoits, Tuggers, Trenchers, Concrete spreader & Finishing Machine, Loaders, Spread Oiler more than 2 years experience, Bantam Type Tamper, Rubber Tired Tractor Backhoe, Finish Dozer, Scraper and Tractor-Scraper Combination (with less than 3 years experience).

Group 4: Trimmers, Backhoes/Excavator, Machanic, Slipform Pavers, Asphalt Plants-Concrete Plants, Laydown machines, Concrete PUmP Trucks, Finish Blade, Scraper and Tractor-Scraper Combination (with more than 3 years experience).

Group 5: Cranes, Bridge Desk Finishers, Excavator used for hoisting to construct Bridges and Box Culverts.

FOOTNOTES:

Operation of an articulating, Pitman type boom truck with single axle truck and lift capacity of less than 5,000 lbs., used to put construction materials in place: 90% of the group 2 rate.

When two (2) scraper units or two push cat units capable of operating separately are hooked together in tandem for single operation, the operator shall receive twenty-five cents (\$.25) over the classification worked.

When air compressors are used for operating the hammer when pulling or driving pile and the compressor operator is required to operate the air valve for such hammer, such compressor operator shall receive the top wage rate.

Operators working in tunnels and caverns under compressed or free air shall receive forty cents (\$.40) above their classification.

Hazardous waste removal work requiring the wearing of personal protective equipment and/or suits, to be paid as follows:

Class A: \$3.00 additional per hour
 Class B: 2.00 additional per hour
 Class C: 1.00 additional per hour
 Class D: no premium pay.

 IRON0021-003 06/01/2009

	Rates	Fringes
IRONWORKER.....	\$ 26.50	9.97

 * LABO1140-001 10/01/2008

DOUGLAS and SARPY COUNTIES; SAUNDERS COUNTY (east of Hwy. #109)

	Rates	Fringes
LABORER		
Form setter, pre-cast manhole setter, inlet builder.....	\$ 18.09	6.80
General Laborer.....	\$ 17.36	6.80
Mortar mixer, Concrete saw operator, Pipelayer and Chain saw operator.....	\$ 17.65	6.80

 LABO1140-003 10/01/2008

WASHINGTON COUNTY

	Rates	Fringes
Laborers:		
Form setter, pre-cast manhole setter, inlet builder.....	\$ 18.09	6.80

 PAIN0081-010 06/01/2009

	Rates	Fringes
PAINTER.....	\$ 20.53	6.70

FOOTNOTES:

Work performed above 75 ft. on suspended staging: \$.50 per hour additional.

Spray machine operator: \$.50 per hour additional.

Nozzle operator for sandblasting and waterblasting (waterblasting more than 10,000 PSI) (including all side arm grinder operators engaged in removing paint or preparing for painting): \$.50 per hour additional.

 SUNE1988-001 12/20/1988

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 13.62	3.00

 SUNE1993-001 08/05/1993

	Rates	Fringes
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Sprinkler Installer (lawn).....\$ 7.25

TEAM0554-001 10/01/2009

	Rates	Fringes
Truck drivers:		
Low Boy Driver.....	\$ 18.02	7.20
All Other Work.....	\$ 16.77	7.20

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an

interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

Bid Items Highway 370 and 126th Street Intersection
 Sarpy County, Nebraska (2010)
 Highway 370 Offsite Roadway Improvements
 Project: C77 (10-11)

	Description	Units	Quantity	Unit Cost	Total
1	MOBILIZATION	LS	0.28	\$80,805.00	\$22,894.75
2	GENERAL CLEARING & GRUBBING	LS	0.25	\$9,975.00	\$2,493.75
3	EARTHWORK (EXCAVATION)	CY	1870	\$4.46	\$8,340.20
4	EARTHWORK (BORROW)	CY	0	\$10.50	\$0.00
5	WATER	MGAL	52	\$11.55	\$600.60
6	REMOVE PAVEMENT	SY	0	\$2.57	\$0.00
7	REMOVE ASPHALT	SY	4717	\$1.74	\$8,207.58
8	SAWING PAVEMENT	LF	0	\$2.65	\$0.00
9	REMOVE MEDIAN SURFACING	SY	0	\$1.88	\$0.00
10	REMOVE BUILDING	EACH	0	\$5,775.00	\$0.00
11	REMOVE AND REPLACE MAILBOX	EACH	1	\$176.00	\$176.00
12	REMOVE FENCE	LF	0	\$1.58	\$0.00
13	REMOVE AND RESET FENCE	LF	0	\$6.01	\$0.00
14	REMOVE AND RELOCATE DRIVEWAY CULVERT PIPE	LF	0	\$22.90	\$0.00
15	TIE BARS	EACH	1457	\$5.00	\$7,285.00
16	COMBINATION CONCRETE CLASS 47B-3500 CURB AND GUTTER	LF	0	\$7.68	\$0.00
17	4" CONCRETE CLASS 47B-3000 MEDIAN SURFACING	SY	17	\$62.65	\$1,065.05
18	7" CONCRETE CLASS 47B-3000 MEDIAN SURFACING	SY	806	\$29.09	\$23,446.54
19	7" CONCRETE PAVEMENT, CLASS 47B-3500	SY	0	\$25.40	\$0.00
20	8" CONCRETE PAVEMENT, CLASS 47B-3500	SY	0	\$26.05	\$0.00
21	9" CONCRETE PAVEMENT, CLASS 47B-3500	SY	902	\$33.09	\$29,847.18
22	10" CONCRETE PAVEMENT, CLASS 47B-3500	SY	5682	\$27.11	\$154,039.02
23	10" DOWELLED CONCRETE PAVEMENT, CLASS 47B-3500	SY	1439	\$33.21	\$47,789.19
24	FOUNDATION COURSE 4"	SY	7121	\$4.33	\$30,833.93
25	6" SURFACING	SY	444	\$21.44	\$9,519.36
26	EARTH SHOULDER CONSTRUCTION	STA	20	\$100.00	\$2,000.00
27	SUBGRADE PREPARATION	SY	7353	\$1.07	\$7,867.71
28	WATER	Mgal	27	\$14.74	\$397.98
29	PREPARATION OF INTERSECTIONS AND DRIVEWAYS	SY	902	\$1.50	\$1,353.00
30	REMOVE FLARED END SECTION	CY	1	\$120.00	\$120.00
31	SANDFILL CULVERT (FLOWABLE FILL)	EA	8	\$222.55	\$1,780.40
32	REMOVE INLET	EA	2	\$396.00	\$792.00
33	42" CORRUGATED METAL PIPE	LF	17	\$128.22	\$2,179.74
34	15" STORM SEWER PIPE	LF	0	\$99.30	\$0.00
35	18" STORM SEWER PIPE	LF	1090	\$19.88	\$21,669.20
36	24" STORM SEWER PIPE	LF	63	\$29.18	\$1,838.34
37	30" STORM SEWER PIPE	LF	0	\$33.64	\$0.00
38	18" CULVERT PIPE	LF	8	\$47.48	\$379.84
39	24" CULVERT PIPE	LF	0	\$27.38	\$0.00
40	18" REINFORCED CONCRETE CULVERT PIPE, CLASS IV	LF	40	\$17.64	\$705.60
41	18" REINFORCED CONCRETE SEWER PIPE, CLASS IV	LF	80	\$17.64	\$1,411.20
42	JACKING 18" REINFORCED CONCRETE CULVERT PIPE, CLASS IV	LF	40	\$199.85	\$7,994.00
43	JACKING 18" REINFORCED CONCRETE SEWER PIPE, CLASS IV	LF	80	\$207.37	\$16,589.60
44	18" CONCRETE FLARED END SECTION	EA	2	\$475.00	\$950.00
45	24" CONCRETE FLARED END SECTION	EA	1	\$506.00	\$506.00
46	42" METAL FLARED END SECTION	EA	1	\$1,640.00	\$1,640.00
47	EXCAVATION FOR CULVERTS	CY	20	\$8.50	\$170.00
48	CAST IRON RING AND COVER	LB	690	\$1.24	\$855.60
49	CAST IRON COVER, FRAME AND FLANGE	LB	0	\$1.44	\$0.00
50	CAST IRON COVER AND FRAME	LB	1125	\$1.77	\$1,991.25
51	CAST IRON GRATE AND FRAME	LB	5250	\$1.72	\$9,030.00
52	CLASS 47B-3000 CONCRETE FOR PIPE CULVERT PLUG	CY	0.5	\$310.00	\$155.00
53	CLASS 47B-3000 CONCRETE FOR COLLARS	CY	2	\$351.00	\$702.00
54	CLASS 47B-3000 CONCRETE FOR INLET AND JUNCTION BOX	CY	33	\$666.00	\$21,978.00
55	REINFORCING STEEL FOR COLLARS	LB	127	\$2.05	\$260.35
56	REINFORCING STEEL FOR INLET AND JUNCTION BOX	LB	3041	\$1.24	\$3,770.84
57	ADJUST MANHOLE TO GRADE	EA	0	\$140.00	\$0.00
58	4" PERFORATED PIPE UNDERDRAIN	LF	1205	\$5.91	\$7,121.55
59	TAPPING EXISTING CULVERT	EA	0	\$457.00	\$0.00
60	MANHOLE	EA	2	\$1,472.00	\$2,944.00
61	4" WHITE, PREFORMED PLASTIC PAVEMENT MARKING, TYPE 4, GROOVED	LF	2199	\$2.52	\$5,541.48
62	4" YELLOW PREFORMED PLASTIC PAVEMENT MARKING, TYPE 4, GROOVED	LF	511	\$2.52	\$1,287.72
63	8" WHITE, PREFORMED PLASTIC PAVEMENT MARKING, TYPE 4, GROOVED	LF	2335	\$5.04	\$11,768.40
64	12" WHITE, PERMANENT PAVEMENT MARKING PAINT	LF	849	\$0.79	\$670.71
65	RIGHT ARROW, PREFORMED PAVEMENT MARKING, TYPE 4	EA	0	\$320.25	\$0.00
66	ONLY, PREFORMED PAVEMENT MARKING, TYPE 4	EA	0	\$325.50	\$0.00
67	REMOVE SIGN AND POST	EA	2	\$46.20	\$92.40
68	TYPE A SIGN	SF	65	\$18.90	\$1,223.78
69	SIGN POST	EA	5	\$150.15	\$750.75
70	INSTALL COMBINATION MAST ARM SIGNAL AND LIGHTING POLE, TYPE CMP-50-12	EA	0	\$2,621.85	\$0.00
71	INSTALL COMBINATION MAST ARM SIGNAL AND LIGHTING POLE, TYPE CMP-65-12	EA	0	\$2,714.25	\$0.00

72	INSTALL COMBINATION MAST ARM SIGNAL AND LIGHTING POLE, TYPE CMP-70-12	EA	2	\$3,415.65	\$6,831.30
73	INSTALL COMBINATION MAST ARM SIGNAL AND LIGHTING POLE, TYPE CMP-75-12	EA	1	\$3,462.90	\$3,462.90
74	INSTALL COMBINATION MAST ARM SIGNAL AND LIGHTING POLE, TYPE CMP-80-12	EA	1	\$3,510.15	\$3,510.15
75	TRAFFIC SIGNAL, TYPE TS-2	EA	4	\$527.10	\$2,108.40
76	PEDESTAL POLE, TYPE PP-10	EA	4	\$856.80	\$3,427.20
77	TRAFFIC SIGNAL, TYPE TS-1, T36	EA	8	\$708.75	\$5,670.00
78	TRAFFIC SIGNAL, TYPE TS-1L, T37	EA	6	\$681.45	\$4,088.70
79	TRAFFIC SIGNAL, TYPE TS-1R, T34	EA	0	\$707.70	\$0.00
80	TRAFFIC SIGNAL, TYPE TS-1R, T39	EA	0	\$603.75	\$0.00
81	TRAFFIC SIGNAL, TYPE TS-1LL, T51A	EA	0	\$1,116.15	\$0.00
82	TRAFFIC SIGNAL, TYPE TS-1RR, T52A	EA	1	\$1,025.85	\$1,025.85
83	FOUNDATION DESIGN	EA	4	\$1,094.10	\$4,376.40
84	TRAFFIC SIGNAL CONTROLLER, CABINET, AND PAD, TYPE TC-2070	EA	1	\$12,721.80	\$12,721.80
85	UNINTERRUPTIBLE POWER SUPPLY	EA	1	\$5,765.55	\$5,765.55
85a	1 1/2" CONDUIT IN TRENCH	LF	642	\$2.73	\$1,752.66
86	2" CONDUIT IN TRENCH	LF	4882	\$3.05	\$14,890.10
87	3" CONDUIT IN TRENCH	LF	43	\$5.78	\$248.54
88	4" CONDUIT IN TRENCH	LF	4	\$10.50	\$42.00
89	2" CONDUIT, JACKED	LF	73	\$8.03	\$586.19
90	3" CONDUIT, JACKED	LF	520	\$9.45	\$4,914.00
91	CONDUIT SPLICE	EA	0	\$417.90	\$0.00
92	12/C #14 AWG TRAFFIC SIGNAL CABLE	LF	669	\$1.94	\$1,297.86
92a	3/C #14 AWG TRAFFIC SIGNAL CABLE	LF	1477	\$0.68	\$1,004.36
93	3/C #6 STREET LIGHTING CABLE	LF	2570	\$3.78	\$9,714.60
94	2/C #14 AWG PEDESTRIAN PUSHBUTTON LEAD-IN CABLE	LF	669	\$0.63	\$421.47
95	DETECTOR CABLE	LF	4035	\$0.79	\$3,187.65
96	GROUND CONDUCTOR	LF	2818	\$0.89	\$2,508.02
97	6 PAIR COMMUNICATION CABLE	LF	2656	\$1.16	\$3,080.96
98	PULL BOX, TYPE PB-1	EA	11	\$588.00	\$6,468.00
99	PULL BOX, TYPE PB-2	EA	2	\$899.85	\$1,799.70
100	PULL BOX, TYPE FOR-27	EA	4	\$592.20	\$2,368.80
101	PULL BOX, TYPE PB-1A	EA	6	\$552.30	\$3,313.80
102	PULL BOX, TYPE PB-2A	EA	0	\$859.95	\$0.00
103	REMOVE PULL BOX	EA	0	\$93.45	\$0.00
104	REMOVE TRAFFIC SIGNAL POLE, COMPLETE	EA	0	\$952.35	\$0.00
105	REMOVE VEHICLE DETECTOR, TD-3	EA	0	\$23.10	\$0.00
106	REMOVE 3" CONDUIT	LF	0	\$1.84	\$0.00
107	REMOVE DETECTOR LEAD-IN CABLE	LF	0	\$0.16	\$0.00
108	RELOCATE STREET NAME SIGN	EA	0	\$74.55	\$0.00
109	RELOCATE PEDESTAL POLE, TYPE PP-10	EA	0	\$625.80	\$0.00
110	RELOCATE TRAFFIC SIGNAL, TYPE TS-2	EA	0	\$170.10	\$0.00
111	RELOCATE SIGN	EA	0	\$23.21	\$0.00
112	INSTALL SERVICE DISCONNECT	EA	1	\$618.45	\$618.45
113	STREET NAME SIGN	EA	4	\$329.70	\$1,318.80
114	VEHICLE DETECTOR, TYPE A, PREFORMED	EA	32	\$131.25	\$4,200.00
115	VEHICLE DETECTOR, TYPE B, PREFORMED	EA	6	\$165.90	\$995.40
116	VEHICLE DETECTOR, TYPE TD-3	EA	1	\$390.60	\$390.60
117	ANCHOR BOLTS	EA	8	\$25.20	\$201.60
118	RELOCATE LIGHT POLE	EA	2	\$1,312.50	\$2,625.00
119	FLASHING ARROW PANEL	DAY	99	\$96.60	\$9,531.20
120	TYPE III BARRICADE	DAY	251	\$2.57	\$645.07
121	TYPE II BARRICADE	DAY	6871	\$0.32	\$2,198.72
122	TEMPORARY SIGN DAY	DAY	1799	\$0.25	\$449.75
123	FABRIC SILT FENCE, LOW POROSITY	LF	1121	\$1.84	\$2,062.64
124	CURB INLET SEDIMENT FILTER	EA	10	\$53.55	\$535.50
125	AREA INLET SEDIMENT FILTER	EA	2	\$99.75	\$199.50
126	SEEDING, TYPE 'A'	AC	0.55	\$824.25	\$453.34
127	SEEDING, TYPE 'B'	AC	0.67	\$666.75	\$446.72
128	MULCH	TONS	2.48	\$110.25	\$273.42
129	CRUSHED ROCK FOR CONSTRUCTION ENTRANCES	TONS	83	\$24.15	\$2,004.45
130	EROSION CONTROL CHECKS, TYPE WATTLE	LF	176	\$2.42	\$425.92
131	TURF REINFORCEMENT MAT - TYPE 2A	SY	904	\$3.94	\$3,561.76
132	TRANSITION MAT (ScourStop)	PANEL	14	\$236.25	\$3,307.50

Subtotal Construction Cost	\$634,058.89
Utility Relocations	\$5,000.00
Contingency (5%)	\$31,702.94
Construction Engineering, Observation, and Testing (12%)	\$76,087.07
Total Construction Cost	\$746,848.90

THOMAS A. LYNAM

SARPY COUNTY SURVEYOR

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

Memo

To: Sarpy County Board of Commissioners

From: Tom Lynam, Sarpy County Surveyor *TAL*

Subject: Low Bid Recommendation , C-77(10-11) , 126th & Hwy 370 Improvements

Date: April 29, 2010

After reviewing the bids submitted by Luxa Construction for the above mentioned road project, I would recommend awarding the bid to the low bidder Luxa Construction.

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

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 Highway 370 Improvements

On May 20, 2010, four (4) bids were opened for Highway 370 Improvements Together with the Traffic Signal Installation at 126th, Project C-77 (10-11) for the Sarpy County Highway Department (see the attached bid tabulation).

It is recommended by the Highway Department that the bid be awarded to the low bidder, Luxa Construction Company, Inc., for a total of \$1,743,200.38. I have attached the Highway Department's Recommendation for your review.

I have placed this on the May 4, 2010 Board agenda and recommend approval. Please feel free to contact me at 593-4476 if there are any questions or concerns.

April 30, 2010


Beth Cunard

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

Highway 370 Improvements Together with the Traffic Signal Installation at 126th
Project C-77 (10-11)

3:00 p.m. Tuesday
May 20, 2010

				L.G. ROLOFF CONSTRUCTION		CHAS VRANA & SONS	
				Unit Price	Extended Price	Unit Price	Extended Price
1	Mobilization	1	LS	\$16,285.00	\$16,285.00	\$130,000.00	\$130,000.00
2	General Clearing & Grubbing	1	LS	\$10,250.00	\$10,250.00	\$20,000.00	\$20,000.00
3	Earthwork (Excavation)	14262	CY	\$4.59	\$65,462.58	\$4.50	\$64,179.00
4	Earthwork (Borrow)	548	CY	\$10.80	\$5,918.40	\$10.50	\$5,754.00
5	Water	143	MGAL	\$11.88	\$1,698.84	\$11.00	\$1,573.00
6	Remove Pavement	794	SY	\$6.48	\$5,145.12	\$6.50	\$5,161.00
7	Remove Asphalt	12644	SY	\$3.51	\$44,380.44	\$3.30	\$41,725.20
8	Sawing Pavement	986	LF	\$5.50	\$5,423.00	\$2.40	\$2,366.40
9	Remove Median Surfacing	165	SY	\$6.48	\$1,069.20	\$6.30	\$1,039.50
10	Remove Building	1	EA	\$5,940.00	\$5,940.00	\$6,000.00	\$6,000.00
11	Remove & Replace Mailbox	4	EA	\$236.00	\$944.00	\$110.00	\$440.00
12	Remove Fence	484	LF	\$1.62	\$784.08	\$2.00	\$968.00
13	Remove & Reset Fence	120	LF	\$6.18	\$741.60	\$6.00	\$720.00
14	Remove & Relocate Driveway Culvert Pipe	56	LF	\$23.00	\$1,288.00	\$20.00	\$1,120.00
15	Tie Bars	3640	EA	\$6.62	\$24,096.80	\$5.00	\$18,200.00
16	Combination Concrete Class 47B-3500 Curb & Gutter	316	LF	\$19.81	\$6,259.96	\$19.00	\$6,004.00
17	4" Concrete Class 47B-3000 Median Surfacing	34	SY	\$37.32	\$1,268.88	\$36.00	\$1,224.00
18	7" Concrete Class 47-B-3000 Median Surfacing	1574	SY	\$44.59	\$70,184.66	\$30.00	\$47,220.00
19	7" Concrete Pavement, Class 47B-3500	2462	SY	\$34.66	\$85,332.92	\$28.00	\$68,936.00
20	8" Concrete Pavement, Class 47B-3500	1202	SY	\$37.07	\$44,558.14	\$30.00	\$36,060.00
21	9" Concrete Pavement, Class 47B-3500	1788	SY	\$39.50	\$70,626.00	\$32.00	\$57,216.00
22	10" Concrete Pavement, Class 47B-3500	12860	SY	\$40.29	\$518,129.40	\$30.00	\$385,800.00
23	10" Dowelled Concrete Pavement, Class 47B-3500	4234	SY	\$44.29	\$187,523.86	\$35.00	\$148,190.00
24	Foundation Course 4"	17094	SY	\$7.41	\$126,666.54	\$5.40	\$92,307.60
25	6" Surfacing	1563	SY	\$32.92	\$51,453.96	\$24.00	\$37,512.00
26	Earth Shoulder Construction	72	STA	\$243.00	\$17,496.00	\$235.00	\$16,920.00
27	Subgrade Preparation	19416	SY	\$3.17	\$61,548.72	\$1.20	\$23,299.20
28	Water	76	MGAL	\$11.00	\$836.00	\$12.00	\$912.00
29	Preparation of Intersections & Driveways	4301	SY	\$3.17	\$13,634.17	\$4.00	\$17,204.00
30	Remove Flared End Section	10	EA	\$130.00	\$1,300.00	\$250.00	\$2,500.00

Highway 370 Improvements Together with the Traffic Signal Installation at 126th
Project C-77 (10-11)

3:00 p.m. Tuesday
May 20, 2010

			L.G. ROLOFF CONSTRUCTION		CHAS VRANA & SONS	
31	Sandfill Culvert (flowable Fill)	8 CY	\$122.40	\$979.20	\$130.00	\$1,040.00
32	Remove Inlet	4 EA	\$416.00	\$1,664.00	\$460.00	\$1,840.00
33	42" Corrugated Metal Pipe	17 LF	\$88.80	\$1,509.60	\$72.00	\$1,224.00
34	15" Storm Sewer Pipe	15 LF	\$28.52	\$427.80	\$29.00	\$435.00
35	18" Storm Sewer Pipe	1951 LF	\$31.07	\$60,617.57	\$26.00	\$50,726.00
36	24" Storm Sewer Pipe	63 LF	\$37.76	\$2,378.88	\$34.00	\$2,142.00
37	30" Storm Sewer Pipe	710 LF	\$45.23	\$32,113.30	\$42.00	\$29,820.00
38	18" Culvert Pipe	51 LF	\$9.54	\$486.54	\$22.00	\$1,122.00
39	24" Culvert Pipe	279 LF	\$14.88	\$4,151.52	\$27.00	\$7,533.00
40	18" Reinforced Concrete Culvert Pipe, Class IV	40 LF	\$22.80	\$912.00	\$16.00	\$640.00
41	18" Reinforced Concrete Sewer Pipe, Class IV	120 LF	\$22.80	\$2,736.00	\$16.00	\$1,920.00
42	Jacking 18" Reinforced Concrete Culvert Pipe, Class IV	40 LF	\$150.00	\$6,000.00	\$220.00	\$8,800.00
43	Jacking 18" Reinforced Concrete Sewer Pipe, Class IV	120 LF	\$150.00	\$18,000.00	\$190.00	\$22,800.00
44	18" Concrete Flared End Section	5 EA	\$368.00	\$1,840.00	\$500.00	\$2,500.00
45	24" Concrete Flared End Section	5 EA	\$400.00	\$2,000.00	\$540.00	\$2,700.00
46	42" Metal Flared End Section	1 EA	\$1,066.35	\$1,066.35	\$1,200.00	\$1,200.00
47	Excavation for Culverts	857 CY	\$6.62	\$5,673.34	\$2.00	\$1,714.00
48	Cast Iron Ring & Cover	1035 LB	\$1.39	\$1,438.65	\$1.40	\$1,449.00
49	Cast Iron Cover, Frame & Flange	580 LB	\$1.59	\$922.20	\$1.80	\$1,044.00
50	Cast Iron Cover & Frame	2000 LB	\$1.90	\$3,800.00	\$1.70	\$3,400.00
51	Cast Iron Grate & Frame	14250 LB	\$1.90	\$27,075.00	\$1.60	\$22,800.00
52	Class 47B-3000 Concrete for Pipe Culvert Plug	1 CY	\$605.42	\$605.42	\$600.00	\$600.00
53	Class 47B-3000 Concrete for Collars	5 CY	\$708.59	\$3,542.95	\$650.00	\$3,250.00
54	Reinforcing Steel for Collars	392 LB	\$1.19	\$466.48	\$1.50	\$588.00
55	Class 47B-3000 Concrete for Inlet & Junction Box	63 CY	\$793.38	\$49,982.94	\$460.00	\$28,980.00
56	Reinforcing Steel for Inlet & Junction Box	6567 LB	\$1.19	\$7,814.73	\$1.30	\$8,537.10
57	Adjust Manhole to Grade	1 EA	\$164.79	\$164.79	\$260.00	\$260.00
58	4" Perforated Pipe Underdrain	4425 LF	\$5.40	\$23,895.00	\$8.70	\$38,497.50
59	Tapping Existing Culvert	1 EA	\$1,079.48	\$1,079.48	\$330.00	\$330.00

Highway 370 Improvements Together with the Traffic Signal Installation at 126th
Project C-77 (10-11)

3:00 p.m. Tuesday
May 20, 2010

				L.G. ROLOFF CONSTRUCTION		CHAS VRANA & SONS	
60	Manhole	4	EA	\$1,512.00	\$6,048.00	\$3,200.00	\$12,800.00
61	4" White, Preformed Plastic Pavement Marking, Type 4, Grooved	7850	LF	\$2.59	\$20,331.50	\$2.50	\$19,625.00
62	4" Yellow Preformed Plastic Pavement Marking, Type 4, Grooved	1023	LF	\$2.59	\$2,649.57	\$2.50	\$2,557.50
63	8" White, Preformed Plastic Pavement Marking, Type 4, Grooved	5747	LF	\$5.18	\$29,769.46	\$5.10	\$29,309.70
64	12" White, Permanent Pavement Marking Paint	2085	LF	\$0.81	\$1,688.85	\$0.80	\$1,668.00
65	Right Arrow, Preformed Pavement Marking, Type 4	4	EA	\$329.34	\$1,317.36	\$330.00	\$1,320.00
66	Only, Preformed Pavement Marking, Type 4	2	EA	\$334.73	\$669.46	\$350.00	\$700.00
67	Remove Sign & Post	11	EA	\$52.54	\$577.94	\$100.00	\$1,100.00
68	Type A Sign	159	SF	\$21.49	\$3,416.91	\$19.50	\$3,100.50
69	Sign Post	15	EA	\$170.76	\$2,561.40	\$160.00	\$2,400.00
70	Install Combination Mast Arm Signal & Lighting Pole, Type CMP-50-12	1	EA	\$2,696.00	\$2,696.00	\$2,700.00	\$2,700.00
71	Install Combination Mast Arm Signal & Lighting Pole, Type CMP-65-12	1	EA	\$2,791.25	\$2,791.25	\$2,800.00	\$2,800.00
72	Install Combination Mast Arm Signal & Lighting Pole, Type CMP-70-12	3	EA	\$3,512.55	\$10,537.65	\$3,400.00	\$10,200.00
73	Install Combination Mast Arm Signal & Lighting Pole, Type CMP-75-12	2	EA	\$3,561.14	\$7,122.28	\$3,500.00	\$7,000.00
74	Install Combination Mast Arm Signal & Lighting Pole, Type CMP-80-12	3	EA	\$3,609.73	\$10,829.19	\$3,600.00	\$10,800.00
75	Traffic Signal, Type TS-2	8	EA	\$542.05	\$4,336.40	\$550.00	\$4,400.00
76	Pedestal Pole, Type PP-10	8	EA	\$881.11	\$7,048.88	\$870.00	\$6,960.00
77	Traffic Signal, Type TS-1, T36	20	EA	\$728.86	\$14,577.20	\$750.00	\$15,000.00
78	Traffic Signal, Type TS-1L, T37	14	EA	\$700.78	\$9,810.92	\$700.00	\$9,800.00
79	Traffic Signal, Type TS-1R, T34	1	EA	\$727.78	\$727.78	\$750.00	\$750.00
80	Traffic Signal, Type TS-1R, T39	1	EA	\$620.88	\$620.88	\$620.00	\$620.00
81	Traffic Signal, Type TS-1LL, T51A	1	EA	\$1,147.81	\$1,147.81	\$1,100.00	\$1,100.00
82	Traffic Signal, Type TS-1RR, T52A	1	EA	\$1,054.95	\$1,054.95	\$1,200.00	\$1,200.00
83	Foundation Design	7	EA	\$1,125.14	\$7,875.98	\$1,300.00	\$9,100.00

Highway 370 Improvements Together with the Traffic Signal Installation at 126th
Project C-77 (10-11)

3:00 p.m. Tuesday
May 20, 2010

				L.G. ROLOFF CONSTRUCTION		CHAS VRANA & SONS	
84	Traffic Signal Controller, Cabinet, and Pad, Type TC-2070	2	EA	\$13,082.70	\$26,165.40	\$13,000.00	\$26,000.00
85	Uninterruptible Power Supply	2	EA	\$5,929.11	\$11,858.22	\$5,900.00	\$11,800.00
85a	1 1/2" Conduit in Trench	1713	LF	\$2.81	\$4,813.53	\$3.00	\$5,139.00
86	2" Conduit in Trench	10377	LF	\$3.13	\$32,480.01	\$3.20	\$33,206.40
87	3" Conduit in Trench	114	LF	\$5.94	\$677.16	\$6.00	\$684.00
88	4" Conduit in Trench	31	LF	\$10.80	\$334.80	\$12.00	\$372.00
89	2" Conduit, Jacked	177	LF	\$8.26	\$1,462.02	\$9.00	\$1,593.00
90	3" Conduit, Jacked	1059	LF	\$9.72	\$10,293.48	\$10.00	\$10,590.00
91	Conduit Splice	2	EA	\$429.76	\$859.52	\$450.00	\$900.00
92	12/C #14 AWG Traffic Signal Cable	1653	LF	\$2.00	\$3,306.00	\$2.00	\$3,306.00
92a	3/C #14 AWG Traffic Signal Cable	4689	LF	\$0.70	\$3,282.30	\$1.00	\$4,689.00
93	3/C #6 Street Lighting Cable	5362	LF	\$3.89	\$20,858.18	\$4.00	\$21,448.00
94	2/C #14 AWG Pedestrian Pushbutton Lead-In Cable	1653	LF	\$0.65	\$1,074.45	\$0.70	\$1,157.10
95	Detector Cable	9990	LF	\$0.81	\$8,091.90	\$1.00	\$9,990.00
96	Ground Conductor	6433	LF	\$0.92	\$5,918.36	\$1.00	\$6,433.00
97	6 Pair Communication Cable	5282	LF	\$1.19	\$6,285.58	\$1.20	\$6,338.40
98	Pull Box, Type PB-1	28	EA	\$604.68	\$16,931.04	\$600.00	\$16,800.00
99	Pull Box, Type PB-2	4	EA	\$925.38	\$3,701.52	\$1,000.00	\$4,000.00
100	Pull Box, Type For-27	7	EA	\$609.00	\$4,263.00	\$600.00	\$4,200.00
101	Pull Box, Type PB-1A	10	EA	\$567.97	\$5,679.70	\$600.00	\$6,000.00
102	Pull Box, Type PB-2A	3	EA	\$884.35	\$2,653.05	\$900.00	\$2,700.00
103	Remove Pull Box	6	EA	\$96.10	\$576.60	\$100.00	\$600.00
104	Remove Traffic Signal Pole, Complete	2	EA	\$979.37	\$1,958.74	\$1,100.00	\$2,200.00
105	Remove Vehicle Detector, TD-3	8	EA	\$23.76	\$190.08	\$24.00	\$192.00
106	Remove 3" Conduit	20	LF	\$1.89	\$37.80	\$2.00	\$40.00
107	Remove Detector Lead-In Cable	2674	LF	\$0.16	\$427.84	\$0.20	\$534.80
108	Relocate Street Name Sign	1	EA	\$76.66	\$76.66	\$80.00	\$80.00
109	Relocate Pedestal Pole, Type PP-10	1	EA	\$643.55	\$643.55	\$650.00	\$650.00
110	Relocate Traffic Signal, Type TS-2	1	EA	\$174.93	\$174.93	\$180.00	\$180.00
111	Relocate Sign	1	EA	\$23.86	\$23.86	\$25.00	\$25.00
112	Install Service Disconnect	2	EA	\$635.99	\$1,271.98	\$650.00	\$1,300.00
113	Street Name Sign	10	EA	\$339.05	\$3,390.50	\$350.00	\$3,500.00
114	Vehicle Detector, Type A, Preformed	64	EA	\$134.97	\$8,638.08	\$135.00	\$8,640.00

Highway 370 Improvements Together with the Traffic Signal Installation at 126th
Project C-77 (10-11)

3:00 p.m. Tuesday
May 20, 2010

				L.G. ROLOFF CONSTRUCTION		CHAS VRANA & SONS	
115	Vehicle Detector, Type B, Preformed	16	EA	\$170.61	\$2,729.76	\$170.00	\$2,720.00
116	Vehicle Detector, Type TD-3	4	EA	\$401.68	\$1,606.72	\$400.00	\$1,600.00
117	Anchor Bolts	32	EA	\$25.91	\$829.12	\$26.00	\$832.00
118	Relocate Light Pole	8	EA	\$1,349.73	\$10,797.84	\$1,300.00	\$10,400.00
119	Flashing Arrow Panel	306	DAY	\$106.29	\$32,524.74	\$100.00	\$30,600.00
120	Type III Barricade	752	DAY	\$2.83	\$2,128.16	\$2.70	\$2,030.40
121	Type II Barricade	21114	DAY	\$0.35	\$7,389.90	\$0.35	\$7,389.90
122	Temporary Sign Day	5648	DAY	\$0.28	\$1,581.44	\$0.30	\$1,694.40
123	Fabric Silt Fence, Low Porosity	3873	LF	\$2.09	\$8,094.57	\$2.00	\$7,746.00
124	Curb Inlet Sediment Filter	22	EA	\$61.06	\$1,343.32	\$160.00	\$3,520.00
125	Area Inlet Sediment Filter	4	EA	\$113.44	\$453.76	\$400.00	\$1,600.00
126	Seeding, Type 'A'	3.29	AC	\$937.38	\$3,083.98	\$550.00	\$1,809.50
127	Seeding, Type 'B'	2.29	AC	\$758.26	\$1,736.42	\$550.00	\$1,259.50
128	Mulch	11.2	TONS	\$113.38	\$1,269.86	\$90.00	\$1,008.00
129	Crushed Rock for Construction Entrances	1000	TONS	\$23.09	\$23,090.00	\$16.00	\$16,000.00
130	Erosion Control Checks, Type Wattle	1542	LF	\$2.21	\$3,407.82	\$1.50	\$2,313.00
131	Turf Reinforcement Mat - Type 2A	5025	SY	\$4.05	\$20,351.25	\$3.60	\$18,090.00
132	Transition Mat (ScourStop)	14	Panels	\$318.54	\$4,459.56	\$230.00	\$3,220.00
Total Bid				\$2,175,075.68		\$1,954,573.60	
Contractor Start Date				May 15, 2010		May 17, 2010	

Highway 370 Improvements Together with the Traffic Signal Installation at 126th
Project C-77 (10-11)

3:00 p.m. Tuesday
May 20, 2010

			MBC CONSTRUCTION		LUXA CONSTRUCTION	
			Unit Price	Extended Price	Unit Price	Extended Price
1	Mobilization	1 LS	\$39,000.00	\$39,000.00	\$80,805.00	\$80,805.00
2	General Clearing & Grubbing	1 LS	\$20,000.00	\$20,000.00	\$9,975.00	\$9,975.00
3	Earthwork (Excavation)	14262 CY	\$4.53	\$64,606.86	\$4.46	\$63,608.52
4	Earthwork (Borrow)	548 CY	\$11.16	\$6,115.68	\$10.50	\$5,754.00
5	Water	143 MGAL	\$11.72	\$1,675.96	\$11.55	\$1,651.65
6	Remove Pavement	794 SY	\$6.39	\$5,073.66	\$2.57	\$2,040.58
7	Remove Asphalt	12644 SY	\$3.32	\$41,978.08	\$1.74	\$22,000.56
8	Sawing Pavement	986 LF	\$5.07	\$4,999.02	\$2.65	\$2,612.90
9	Remove Median Surfacing	165 SY	\$6.76	\$1,115.40	\$1.88	\$310.20
10	Remove Building	1 EA	\$6,192.30	\$6,192.30	\$5,775.00	\$5,775.00
11	Remove & Replace Mailbox	4 EA	\$151.99	\$607.96	\$176.00	\$704.00
12	Remove Fence	484 LF	\$1.60	\$774.40	\$1.58	\$764.72
13	Remove & Reset Fence	120 LF	\$6.09	\$730.80	\$6.01	\$721.20
14	Remove & Relocate Driveway Culvert Pipe	56 LF	\$19.49	\$1,091.44	\$22.90	\$1,282.40
15	Tie Bars	3640 EA	\$5.27	\$19,182.80	\$5.00	\$18,200.00
16	Combination Concrete Class 47B-3500 Curb & Gutter	316 LF	\$18.64	\$5,890.24	\$7.68	\$2,426.88
17	4" Concrete Class 47B-3000 Median Surfacing	34 SY	\$33.14	\$1,126.76	\$62.65	\$2,130.10
18	7" Concrete Class 47-B-3000 Median Surfacing	1574 SY	\$39.75	\$62,566.50	\$29.09	\$45,787.66
19	7" Concrete Pavement, Class 47B-3500	2462 SY	\$36.60	\$90,109.20	\$25.40	\$62,534.80
20	8" Concrete Pavement, Class 47B-3500	1202 SY	\$35.56	\$42,743.12	\$26.05	\$31,312.10
21	9" Concrete Pavement, Class 47B-3500	1788 SY	\$33.14	\$59,254.32	\$33.09	\$59,164.92
22	10" Concrete Pavement, Class 47B-3500	12860 SY	\$34.41	\$442,512.60	\$27.11	\$348,634.60
23	10" Dowelled Concrete Pavement, Class 47B-3500	4234 SY	\$38.52	\$163,093.68	\$33.21	\$140,611.14
24	Foundation Course 4"	17094 SY	\$4.02	\$68,717.88	\$4.33	\$74,017.02
25	6" Surfacing	1563 SY	\$26.16	\$40,888.08	\$21.44	\$33,510.72
26	Earth Shoulder Construction	72 STA	\$239.63	\$17,253.36	\$100.00	\$7,200.00
27	Subgrade Preparation	19416 SY	\$1.49	\$28,929.84	\$1.07	\$20,775.12
28	Water	76 MGAL	\$10.65	\$809.40	\$14.74	\$1,120.24
29	Preparation of Intersections & Driveways	4301 SY	\$2.13	\$9,161.13	\$1.50	\$6,451.50
30	Remove Flared End Section	10 EA	\$234.30	\$2,343.00	\$120.00	\$1,200.00

Highway 370 Improvements Together with the Traffic Signal Installation at 126th
Project C-77 (10-11)

3:00 p.m. Tuesday
May 20, 2010

			MBC CONSTRUCTION		LUXA CONSTRUCTION	
31	Sandfill Culvert (flowable Fill)	8 CY	\$122.48	\$979.84	\$222.55	\$1,780.40
32	Remove Inlet	4 EA	\$426.01	\$1,704.04	\$396.00	\$1,584.00
33	42" Corrugated Metal Pipe	17 LF	\$100.43	\$1,707.31	\$128.22	\$2,179.74
34	15" Storm Sewer Pipe	15 LF	\$19.70	\$295.50	\$99.30	\$1,489.50
35	18" Storm Sewer Pipe	1951 LF	\$18.21	\$35,527.71	\$19.88	\$38,785.88
36	24" Storm Sewer Pipe	63 LF	\$28.49	\$1,794.87	\$29.18	\$1,838.34
37	30" Storm Sewer Pipe	710 LF	\$32.11	\$22,798.10	\$33.64	\$23,884.40
38	18" Culvert Pipe	51 LF	\$19.70	\$1,004.70	\$47.48	\$2,421.48
39	24" Culvert Pipe	279 LF	\$24.67	\$6,882.93	\$27.38	\$7,639.02
40	18" Reinforced Concrete Culvert Pipe, Class IV	40 LF	\$21.30	\$852.00	\$17.64	\$705.60
41	18" Reinforced Concrete Sewer Pipe, Class IV	120 LF	\$21.30	\$2,556.00	\$17.64	\$2,116.80
42	Jacking 18" Reinforced Concrete Culvert Pipe, Class IV	40 LF	\$191.70	\$7,668.00	\$199.85	\$7,994.00
43	Jacking 18" Reinforced Concrete Sewer Pipe, Class IV	120 LF	\$191.70	\$23,004.00	\$207.37	\$24,884.40
44	18" Concrete Flared End Section	5 EA	\$303.53	\$1,517.65	\$475.00	\$2,375.00
45	24" Concrete Flared End Section	5 EA	\$324.83	\$1,624.15	\$506.00	\$2,530.00
46	42" Metal Flared End Section	1 EA	\$1,049.04	\$1,049.04	\$1,640.00	\$1,640.00
47	Excavation for Culverts	857 CY	\$2.13	\$1,825.41	\$8.50	\$7,284.50
48	Cast Iron Ring & Cover	1035 LB	\$1.08	\$1,117.80	\$1.24	\$1,283.40
49	Cast Iron Cover, Frame & Flange	580 LB	\$1.26	\$730.80	\$1.44	\$835.20
50	Cast Iron Cover & Frame	2000 LB	\$1.49	\$2,980.00	\$1.77	\$3,540.00
51	Cast Iron Grate & Frame	14250 LB	\$1.53	\$21,802.50	\$1.72	\$24,510.00
52	Class 47B-3000 Concrete for Pipe Culvert Plug	1 CY	\$303.53	\$303.53	\$310.00	\$310.00
53	Class 47B-3000 Concrete for Collars	5 CY	\$314.18	\$1,570.90	\$351.00	\$1,755.00
54	Reinforcing Steel for Collars	392 LB	\$2.08	\$815.36	\$2.05	\$803.60
55	Class 47B-3000 Concrete for Inlet & Junction Box	63 CY	\$485.51	\$30,587.13	\$666.00	\$41,958.00
56	Reinforcing Steel for Inlet & Junction Box	6567 LB	\$1.07	\$7,026.69	\$1.24	\$8,143.08
57	Adjust Manhole to Grade	1 EA	\$532.51	\$532.51	\$140.00	\$140.00
58	4" Perforated Pipe Underdrain	4425 LF	\$5.67	\$25,089.75	\$5.91	\$26,151.75
59	Tapping Existing Culvert	1 EA	\$612.38	\$612.38	\$457.00	\$457.00

Highway 370 Improvements Together with the Traffic Signal Installation at 126th
Project C-77 (10-11)

3:00 p.m. Tuesday
May 20, 2010

			MBC CONSTRUCTION		LUXA CONSTRUCTION	
60	Manhole	4 EA	\$1,783.90	\$7,135.60	\$1,472.00	\$5,888.00
61	4" White, Preformed Plastic Pavement Marking, Type 4, Grooved	7850 LF	\$2.56	\$20,096.00	\$2.52	\$19,782.00
62	4" Yellow Preformed Plastic Pavement Marking, Type 4, Grooved	1023 LF	\$2.56	\$2,618.88	\$2.52	\$2,577.96
63	8" White, Preformed Plastic Pavement Marking, Type 4, Grooved	5747 LF	\$5.11	\$29,367.17	\$5.04	\$28,964.88
64	12" White, Permanent Pavement Marking Paint	2085 LF	\$0.80	\$1,668.00	\$0.79	\$1,647.15
65	Right Arrow, Preformed Pavement Marking, Type 4	4 EA	\$324.83	\$1,299.32	\$320.25	\$1,281.00
66	Only, Preformed Pavement Marking, Type 4	2 EA	\$330.15	\$660.30	\$325.50	\$651.00
67	Remove Sign & Post	11 EA	\$46.86	\$515.46	\$46.20	\$508.20
68	Type A Sign	159 SF	\$19.17	\$3,048.03	\$18.90	\$3,005.10
69	Sign Post	15 EA	\$152.30	\$2,284.50	\$150.15	\$2,252.25
70	Install Combination Mast Arm Signal & Lighting Pole, Type CMP-50-12	1 EA	\$2,659.34	\$2,659.34	\$2,621.85	\$2,621.85
71	Install Combination Mast Arm Signal & Lighting Pole, Type CMP-65-12	1 EA	\$2,753.06	\$2,753.06	\$2,714.25	\$2,714.25
72	Install Combination Mast Arm Signal & Lighting Pole, Type CMP-70-12	3 EA	\$3,464.49	\$10,393.47	\$3,415.65	\$10,246.95
73	Install Combination Mast Arm Signal & Lighting Pole, Type CMP-75-12	2 EA	\$3,512.42	\$7,024.84	\$3,462.90	\$6,925.80
74	Install Combination Mast Arm Signal & Lighting Pole, Type CMP-80-12	3 EA	\$3,560.35	\$10,681.05	\$3,510.15	\$10,530.45
75	Traffic Signal, Type TS-2	8 EA	\$534.64	\$4,277.12	\$527.10	\$4,216.80
76	Pedestal Pole, Type PP-10	8 EA	\$869.05	\$6,952.40	\$856.80	\$6,854.40
77	Traffic Signal, Type TS-1, T36	20 EA	\$718.89	\$14,377.80	\$708.75	\$14,175.00
78	Traffic Signal, Type TS-1L, T37	14 EA	\$691.19	\$9,676.66	\$681.45	\$9,540.30
79	Traffic Signal, Type TS-1R, T34	1 EA	\$717.82	\$717.82	\$707.70	\$707.70
80	Traffic Signal, Type TS-1R, T39	1 EA	\$612.38	\$612.38	\$603.75	\$603.75
81	Traffic Signal, Type TS-1LL, T51A	1 EA	\$1,132.11	\$1,132.11	\$1,116.15	\$1,116.15
82	Traffic Signal, Type TS-1RR, T52A	1 EA	\$1,040.52	\$1,040.52	\$1,025.85	\$1,025.85
83	Foundation Design	7 EA	\$1,642.25	\$11,495.75	\$1,094.10	\$7,658.70

Highway 370 Improvements Together with the Traffic Signal Installation at 126th
Project C-77 (10-11)

3:00 p.m. Tuesday
May 20, 2010

				MBC CONSTRUCTION		LUXA CONSTRUCTION	
84	Traffic Signal Controller, Cabinet, and Pad, Type TC-2070	2	EA	\$12,903.72	\$25,807.44	\$12,721.80	\$25,443.60
85	Uninterruptible Power Supply	2	EA	\$5,848.00	\$11,696.00	\$5,765.55	\$11,531.10
85a	1 1/2" Conduit in Trench	1713	LF	\$2.77	\$4,745.01	\$2.73	\$4,676.49
86	2" Conduit in Trench	10377	LF	\$3.09	\$32,064.93	\$3.05	\$31,649.85
87	3" Conduit in Trench	114	LF	\$5.86	\$668.04	\$5.78	\$658.92
88	4" Conduit in Trench	31	LF	\$10.65	\$330.15	\$10.50	\$325.50
89	2" Conduit, Jacked	177	LF	\$8.15	\$1,442.55	\$8.03	\$1,421.31
90	3" Conduit, Jacked	1059	LF	\$9.59	\$10,155.81	\$9.45	\$10,007.55
91	Conduit Splice	2	EA	\$423.88	\$847.76	\$417.90	\$835.80
92	12/C #14 AWG Traffic Signal Cable	1653	LF	\$1.97	\$3,256.41	\$1.94	\$3,206.82
92a	3/C #14 AWG Traffic Signal Cable	4689	LF	\$0.69	\$3,235.41	\$0.68	\$3,188.52
93	3/C #6 Street Lighting Cable	5362	LF	\$3.83	\$20,536.46	\$3.78	\$20,268.36
94	2/C #14 AWG Pedestrian Pushbutton Lead-In Cable	1653	LF	\$0.64	\$1,057.92	\$0.63	\$1,041.39
95	Detector Cable	9990	LF	\$0.80	\$7,992.00	\$0.79	\$7,892.10
96	Ground Conductor	6433	LF	\$0.91	\$5,854.03	\$0.89	\$5,725.37
97	6 Pair Communication Cable	5282	LF	\$1.17	\$6,179.94	\$1.16	\$6,127.12
98	Pull Box, Type PB-1	28	EA	\$596.41	\$16,699.48	\$588.00	\$16,464.00
99	Pull Box, Type PB-2	4	EA	\$912.72	\$3,650.88	\$899.85	\$3,599.40
100	Pull Box, Type For-27	7	EA	\$600.67	\$4,204.69	\$592.20	\$4,145.40
101	Pull Box, Type PB-1A	10	EA	\$560.20	\$5,602.00	\$552.30	\$5,523.00
102	Pull Box, Type PB-2A	3	EA	\$872.25	\$2,616.75	\$859.95	\$2,579.85
103	Remove Pull Box	6	EA	\$94.79	\$568.74	\$93.45	\$560.70
104	Remove Traffic Signal Pole, Complete	2	EA	\$965.97	\$1,931.94	\$952.35	\$1,904.70
105	Remove Vehicle Detector, TD-3	8	EA	\$23.43	\$187.44	\$23.10	\$184.80
106	Remove 3" Conduit	20	LF	\$1.86	\$37.20	\$1.84	\$36.80
107	Remove Detector Lead-In Cable	2674	LF	\$0.16	\$427.84	\$0.16	\$427.84
108	Relocate Street Name Sign	1	EA	\$75.62	\$75.62	\$74.55	\$74.55
109	Relocate Pedestal Pole, Type PP-10	1	EA	\$634.75	\$634.75	\$625.80	\$625.80
110	Relocate Traffic Signal, Type TS-2	1	EA	\$172.53	\$172.53	\$170.10	\$170.10
111	Relocate Sign	1	EA	\$23.54	\$23.54	\$23.21	\$23.21
112	Install Service Disconnect	2	EA	\$627.29	\$1,254.58	\$618.45	\$1,236.90
113	Street Name Sign	10	EA	\$334.41	\$3,344.10	\$329.70	\$3,297.00
114	Vehicle Detector, Type A, Preformed	64	EA	\$133.13	\$8,520.32	\$131.25	\$8,400.00

Highway 370 Improvements Together with the Traffic Signal Installation at 126th
Project C-77 (10-11)

3:00 p.m. Tuesday
May 20, 2010

				MBC CONSTRUCTION		LUXA CONSTRUCTION	
115	Vehicle Detector, Type B, Preformed	16	EA	\$168.27	\$2,692.32	\$165.90	\$2,654.40
116	Vehicle Detector, Type TD-3	4	EA	\$396.19	\$1,584.76	\$390.60	\$1,562.40
117	Anchor Bolts	32	EA	\$25.56	\$817.92	\$25.20	\$806.40
118	Relocate Light Pole	8	EA	\$1,331.27	\$10,650.16	\$1,312.50	\$10,500.00
119	Flashing Arrow Panel	306	DAY	\$97.98	\$29,981.88	\$96.60	\$29,559.60
120	Type III Barricade	752	DAY	\$2.61	\$1,962.72	\$2.57	\$1,932.64
121	Type II Barricade	21114	DAY	\$0.32	\$6,756.48	\$0.32	\$6,756.48
122	Temporary Sign Day	5648	DAY	\$0.26	\$1,468.48	\$0.25	\$1,412.00
123	Fabric Silt Fence, Low Porosity	3873	LF	\$1.86	\$7,203.78	\$1.84	\$7,126.32
124	Curb Inlet Sediment Filter	22	EA	\$72.42	\$1,593.24	\$53.55	\$1,178.10
125	Area Inlet Sediment Filter	4	EA	\$101.18	\$404.72	\$99.75	\$399.00
126	Seeding, Type 'A'	3.29	AC	\$836.04	\$2,750.57	\$824.25	\$2,711.78
127	Seeding, Type 'B'	2.29	AC	\$676.28	\$1,548.68	\$666.75	\$1,526.86
128	Mulch	11.2	TONS	\$324.83	\$3,638.10	\$110.25	\$1,234.80
129	Crushed Rock for Construction Entrances	1000	TONS	\$12.78	\$12,780.00	\$24.15	\$24,150.00
130	Erosion Control Checks, Type Wattle	1542	LF	\$2.45	\$3,777.90	\$2.42	\$3,731.64
131	Turf Reinforcement Mat - Type 2A	5025	SY	\$3.99	\$20,049.75	\$3.94	\$19,798.50
132	Transition Mat (ScourStop)	14	Panels	\$239.63	\$3,354.82	\$236.25	\$3,307.50
Total Bid				\$1,905,830.19		\$1,743,200.38	
Contractor Start Date				May 17, 2010 5/17/10 OR BEFORE			

CONTRACTOR Luxe Construction Company, Inc.

**Sarpy County, Nebraska
Highway 370 Improvements Together with the Traffic Signal Installation at 126th
Project C-77 (10-11)
REVISED Bid Form**

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

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

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

	Description	Qty	Unit	Unit Price	Ext. Price
1	Mobilization	1	LS	\$ 80,805.00	\$ 80,805.00
2	General Clearing & Grubbing	1	LS	\$ 9,975.00	\$ 9,975.00
3	Earthwork (Excavation)	14262	CY	\$ 4.46	\$ 63,608.52
4	Earthwork (Borrow)	548	CY	\$ 10.50	\$ 5,754.00
5	Water	143	MGAL	\$ 11.55	\$ 1,651.65
6	Remove Pavement	794	SY	\$ 2.57	\$ 2,040.58
7	Remove Asphalt	12644	SY	\$ 1.74	\$ 22,000.56
8	Sawing Pavement	986	LF	\$ 2.65	\$ 2,612.90
9	Remove Median Surfacing	165	SY	\$ 1.88	\$ 310.20
10	Remove Building	1	EACH	\$ 5,775.00	\$ 5,775.00
11	Remove & Replace Mailbox	4	EACH	\$ 176.00	\$ 704.00
12	Remove Fence	484	LF	\$ 1.58	\$ 764.72
13	Remove & Reset Fence	120	LF	\$ 6.01	\$ 721.20
14	Remove & Relocate Driveway Culvert Pipe	56	LF	\$ 22.90	\$ 1,282.40
15	Tie Bars	3640	EACH	\$ 5.00	\$ 18,200.00
16	Combination Concrete Class 47B- 3500 Curb & Gutter	316	LF	\$ 7.68	\$ 2,426.88

CONTRACTOR Luxa Construction Company, Inc.

	Description	Qty	Unit	Unit Price	Ext. Price
17	4" Concrete Class 47B-3000 Median Surfacing	34	SY	\$ 62.65	\$ 2,130.10
18	7" Concrete Class 47-B-3000 Median Surfacing	1574	SY	\$ 29.09	\$ 45,787.66
19	7" Concrete Pavement, Class 47B-3500	2462	SY	\$ 25.40	\$ 62,534.80
20	8" Concrete Pavement, Class 47B-3500	1202	SY	\$ 26.05	\$ 31,312.10
21	9" Concrete Pavement, Class 47B-3500	1788	SY	\$ 33.09	\$ 59,144.92
22	10" Concrete Pavement, Class 47B-3500	12860	SY	\$ 27.11	\$ 348,634.60
23	10" Dowelled Concrete Pavement, Class 47B-3500	4234	SY	\$ 33.21	\$ 140,611.14
24	Foundation Course 4"	17094	SY	\$ 4.33	\$ 74,017.02
25	6" Surfacing	1563	SY	\$ 21.44	\$ 33,510.72
26	Earth Shoulder Construction	72	STA	\$ 100.00	\$ 7,200.00
27	Subgrade Preparation	19416	SY	\$ 1.07	\$ 20,775.12
28	Water	76	MGAL	\$ 14.74	\$ 1,120.24
29	Preparation of Intersections & Driveways	4301	SY	\$ 1.50	\$ 6,451.50
30	Remove Flared End Section	10	EA	\$ 120.00	\$ 1,200.00
31	Sandfill Culvert (flowable Fill)	8	CY	\$ 222.55	\$ 1,780.40
32	Remove Inlet	4	EA	\$ 396.00	\$ 1,584.00
33	42" Corrugated Metal Pipe	17	LF	\$ 128.22	\$ 2,179.74
34	15" Storm Sewer Pipe	15	LF	\$ 99.30	\$ 1,489.50
35	18" Storm Sewer Pipe	1951	LF	\$ 19.88	\$ 38,785.88
36	24" Storm Sewer Pipe	63	LF	\$ 29.18	\$ 1,838.34
37	30" Storm Sewer Pipe	710	LF	\$ 33.64	\$ 23,884.40
38	18" Culvert Pipe	51	LF	\$ 47.48	\$ 2,421.48
39	24" Culvert Pipe	279	LF	\$ 27.38	\$ 7,639.02

CONTRACTOR Lova Construction Company, Inc.

	Description	Qty	Unit	Unit Price	Ext. Price
40	18" Reinforced Concrete Culvert Pipe, Class IV	40	LF	\$ 17.64	\$ 705.60
41	18" Reinforced Concrete Sewer Pipe, Class IV	120	LF	\$ 17.64	\$ 2,116.80
42	Jacking 18" Reinforced Concrete Culvert Pipe, Class IV	40	LF	\$ 199.85	\$ 7,994.00
43	Jacking 18" Reinforced Concrete Sewer Pipe, Class IV	120	LF	\$ 207.37	\$ 24,884.40
44	18" Concrete Flared End Section	5	EA	\$ 475.00	\$ 2,375.00
45	24" Concrete Flared End Section	5	EA	\$ 506.00	\$ 2,530.00
46	42" Metal Flared End Section	1	EA	\$ 1,640.00	\$ 1,640.00
47	Excavation for Culverts	857	CY	\$ 8.50	\$ 7,284.50
48	Cast Iron Ring & Cover	1035	LB	\$ 1.24	\$ 1,283.40
49	Cast Iron Cover, Frame & Flange	580	LB	\$ 1.44	\$ 835.20
50	Cast Iron Cover & Frame	2000	LB	\$ 1.77	\$ 3,540.00
51	Cast Iron Grate & Frame	14250	LB	\$ 1.72	\$ 24,510.00
52	Class 47B-3000 Concrete for Pipe Culvert Plug	1	CY	\$ 310.00	\$ 310.00
53	Class 47B-3000 Concrete for Collars	5	CY	\$ 351.00	\$ 1,755.00
54	Reinforcing Steel for Collars	392	LB	\$ 2.05	\$ 803.60
55	Class 47B-3000 Concrete for Inlet & Junction Box	63	CY	\$ 666.00	\$ 41,958.00
56	Reinforcing Steel for Inlet & Junction Box	6567	LB	\$ 1.24	\$ 8,143.08
57	Adjust Manhole to Grade	1	EA	\$ 140.00	\$ 140.00
58	4" Perforated Pipe Underdrain	4425	LF	\$ 5.91	\$ 26,151.75
59	Tapping Existing Culvert	1	EA	\$ 457.00	\$ 457.00
60	Manhole	4	EA	\$ 1,472.00	\$ 5,888.00

CONTRACTOR Luxa Construction Company, Inc.

	Description	Qty	Unit	Unit Price	Ext. Price
61	4" White, Preformed Plastic Pavement Marking, Type 4, Grooved	7850	LF	\$ 2.52	\$ 19,782.00
62	4" Yellow Preformed Plastic Pavement Marking, Type 4, Grooved	1023	LF	\$ 2.52	\$ 2,577.96
63	8" White, Preformed Plastic Pavement Marking, Type 4, Grooved	5747	LF	\$ 5.04	\$ 28,964.88
64	12" White, Permanent Pavement Marking Paint	2085	LF	\$ 0.79	\$ 1,647.15
65	Right Arrow, Preformed Pavement Marking, Type 4	4	EA	\$ 320.25	\$ 1,281.00
66	Only, Preformed Pavement Marking, Type 4	2	EA	\$ 325.50	\$ 651.00
67	Remove Sign & Post	11	EA	\$ 46.20	\$ 508.20
68	Type A Sign	159	SF	\$ 18.90	\$ 3,005.10
69	Sign Post	15	EA	\$ 150.15	\$ 2,252.25
70	Install Combination Mast Arm Signal & Lighting Pole, Type CMP-50-12	1	EA	\$ 2,621.85	\$ 2,621.85
71	Install Combination Mast Arm Signal & Lighting Pole, Type CMP-65-12	1	EA	\$ 2,714.25	\$ 2,714.25
72	Install Combination Mast Arm Signal & Lighting Pole, Type CMP-70-12	3	EA	\$ 3,415.65	\$ 10,246.95
73	Install Combination Mast Arm Signal & Lighting Pole, Type CMP-75-12	2	EA	\$ 3,462.90	\$ 6,925.80
74	Install Combination Mast Arm Signal & Lighting Pole, Type CMP-80-12	3	EA	\$ 3,510.15	\$ 10,530.45
75	Traffic Signal, Type TS-2	8	EA	\$ 527.10	\$ 4,216.80
76	Pedestal Pole, Type PP-10	8	EA	\$ 854.80	\$ 6,854.40

CONTRACTOR Luxa Construction Company, Inc.

	Description	Qty	Unit	Unit Price	Ext. Price
77	Traffic Signal, Type TS-1, T36	20	EA	\$ 708.75	\$ 14,175.00
78	Traffic Signal, Type TS-1L, T37	14	EA	\$ 681.45	\$ 9,540.30
79	Traffic Signal, Type TS-1R, T34	1	EA	\$ 707.70	\$ 707.70
80	Traffic Signal, Type TS-1R, T39	1	EA	\$ 603.75	\$ 603.75
81	Traffic Signal, Type TS-1LL, T51A	1	EA	\$ 1,116.15	\$ 1,116.15
82	Traffic Signal, Type TS-1RR, T52A	1	EA	\$ 1,025.85	\$ 1,025.85
83	Foundation Design	7	EA	\$ 1,094.10	\$ 7,658.70
84	Traffic Signal Controller, Cabinet, and Pad, Type TC-2070	2	EA	\$ 12,721.80	\$ 25,443.60
85	Uninterruptible Power Supply	2	EA	\$ 5,765.55	\$ 11,531.10
85a	1 1/2" Conduit in Trench	1713	LF	\$ 2.73	\$ 4,676.49
86	2" Conduit in Trench	10377	LF	\$ 3.05	\$ 31,649.85
87	3" Conduit in Trench	114	LF	\$ 5.78	\$ 658.92
88	4" Conduit in Trench	31	LF	\$ 10.50	\$ 325.50
89	2" Conduit, Jacked	177	LF	\$ 8.03	\$ 1,421.31
90	3" Conduit, Jacked	1059	LF	\$ 9.45	\$ 10,007.55
91	Conduit Splice	2	EA	\$ 417.90	\$ 835.80
92	12/C #14 AWG Traffic Signal Cable	1653	LF	\$ 1.94	\$ 3,206.82
92a	3/C #14 AWG Traffic Signal Cable	4689	LF	\$ 0.68	\$ 3,188.52
93	3/C #6 Street Lighting Cable	5362	LF	\$ 3.78	\$ 20,268.36
94	2/C #14 AWG Pedestrian Pushbutton Lead-In Cable	1653	LF	\$ 0.63	\$ 1,041.39
95	Detector Cable	9990	LF	\$ 0.79	\$ 7,892.10
96	Ground Conductor	6433	LF	\$ 0.89	\$ 5,725.37
97	6 Pair Communication Cable	5282	LF	\$ 1.16	\$ 6,127.12
98	Pull Box, Type PB-1	28	EA	\$ 588.00	\$ 16,464.00
99	Pull Box, Type PB-2	4	EA	\$ 899.85	\$ 3,599.40

CONTRACTOR Luxe Construction Company, Inc.

	Description	Qty	Unit	Unit Price	Ext. Price
100	Pull Box, Type For-27	7	EA	\$ 592.20	\$ 4,145.40
101	Pull Box, Type PB-1A	10	EA	\$ 552.30	\$ 5,523.00
102	Pull Box, Type PB-2A	3	EA	\$ 859.95	\$ 2,579.85
103	Remove Pull Box	6	EA	\$ 93.45	\$ 560.70
104	Remove Traffic Signal Pole, Complete	2	EA	\$ 952.35	\$ 1,904.70
105	Remove Vehicle Detector, TD-3	8	EA	\$ 23.10	\$ 184.80
106	Remove 3" Conduit	20	LF	\$ 1.84	\$ 36.80
107	Remove Detector Lead-In Cable	2674	LF	\$ 0.16	\$ 427.84
108	Relocate Street Name Sign	1	EA	\$ 74.55	\$ 74.55
109	Relocate Pedestal Pole, Type PP-10	1	EA	\$ 625.80	\$ 625.80
110	Relocate Traffic Signal, Type TS-2	1	EA	\$ 170.10	\$ 170.10
111	Relocate Sign	1	EA	\$ 23.21	\$ 23.21
112	Install Service Disconnect	2	EA	\$ 618.45	\$ 1,236.90
113	Street Name Sign	10	EA	\$ 329.70	\$ 3,297.00
114	Vehicle Detector, Type A, Preformed	64	EA	\$ 131.25	\$ 8,400.00
115	Vehicle Detector, Type B, Preformed	16	EA	\$ 165.90	\$ 2,654.40
116	Vehicle Detector, Type TD-3	4	EA	\$ 390.60	\$ 1,562.40
117	Anchor Bolts	32	EA	\$ 25.20	\$ 806.40
118	Relocate Light Pole	8	EA	\$ 1,312.50	\$ 10,500.00
119	Flashing Arrow Panel	306	DAY	96.60	29,559.60
120	Type III Barricade	752	DAY	\$ 2.57	\$ 1,932.64
121	Type II Barricade	21114	DAY	\$ 0.32	\$ 6,756.48
122	Temporary Sign Day	5648	DAY	\$ 0.25	\$ 1,412.00
123	Fabric Silt Fence, Low Porosity	3873	LF	\$ 1.84	\$ 7,126.32
124	Curb Inlet Sediment Filter	22	EA	\$ 53.55	\$ 1,178.10

CONTRACTOR Luxa Construction Company, Inc.

	Description	Qty	Unit	Unit Price	Ext. Price
125	Area Inlet Sediment Filter	4	EA	\$ 99.75	\$ 399.00
126	Seeding, Type 'A'	3.29	AC	\$ 824.25	\$ 2,711.78
127	Seeding, Type 'B'	2.29	AC	\$ 666.75	\$ 1,526.86
128	Mulch	11.2	TONS	\$ 110.25	\$ 1,234.80
129	Crushed Rock for Construction Entrances	1000	TONS	\$ 24.15	\$ 24,150.00
130	Erosion Control Checks, Type Wattle	1542	LF	\$ 2.42	\$ 3,731.64
131	Turf Reinforcement Mat - Type 2A	5025	SY	\$ 3.94	\$ 19,798.50
132	Transition Mat (ScourStop)	14	Panels	\$ 236.25	\$ 3,307.50
Total Bid					\$1,743,200.38

*Prices are to be F.O.B. - Sarpy County, Nebraska

CONTRACTOR START DATE:

May 17, 2010 or before

If notified of acceptance of this proposal and Contract award within sixty (60) days after date stated for receipt of bids, the undersigned agrees to execute a Contract, provide insurance certificates and performance bonds for the above named work and the above stated consideration in the form required within ten (10) days of such proposal acceptance notification; to commence the work within five (5) days of the Contractor's Notice to Proceed and to complete the Contract within **152 working days**.

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

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

The County Board reserves the right to waive informalities and irregularities and to award bids

CONTRACTOR Luxa Construction Company, Inc.

which furnish the material and construction that, in their opinion, will serve in the best interest of the County or to reject any/or all bids.

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

Company Information:

Years in business: 31

of employees 37

Total sales last 3 years

<u>* 7.3 million</u>	<u>2009</u>
<u>9.5</u>	<u>2008</u>
<u>9.1</u>	<u>2007</u>

References:

Company Name: S.E. Smith

Address: 1680 Front St Blair, NE 68008

Contact Name: Curt Petersen Phone Number: 402-426-3333

Fax Number: 402-426-2127 Date of Purchase: monthly

Company Name: Logan Contractors

Address: 7887 F St Omaha, NE 68127

Contact Name: Jim Witt Phone Number: 402-339-3900

Fax Number: 402-597-0694 Date of Purchase: monthly

Company Name: Fairway Oil

Address: 1715 Front St Blair, NE 68008

Contact Name: Terry Conrad Phone Number: 402-426-3400

Fax Number: 402-426-1793 Date of Purchase: monthly

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):

CONTRACTOR Luxa Construction Company, Inc.

Addendum #1 April 15, 2010
Addendum #2 April 19, 2010
#3 April 22, 2010

Attachments: **Literature**
 Warranty Information

Luxa Construction Company, Inc.
Company Name


Authorized Signature

P.O. Box 105, 925 E. Dixon Rd.
Address

Blair, NE 68008
City, State & Zip

Michael L. Luxa
Company Representative (Please print)

(402) 426-6600
Telephone Number

(402) 426-2783
Fax Number

Mike@luxaconstruction.com
E-Mail Address

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

**Community Development Block Grant Regulations
BONDING AND INSURANCE REQUIREMENTS
CODE OF FEDERAL REGULATIONS 24CFR85.36**

(h) Bonding requirements. For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold*, the awarding agency may accept the bonding policy and requirements of the grantee or subgrantee provided the awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

(1) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

(2) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(3) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

*fixed at 41 U.S.C. 403(11) (currently set at \$100,000)

ATTACHMENT 3

CIVIL RIGHTS AND EQUAL OPPORTUNITY PROVISIONS

Public Law 88-352, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d), et. seq.) (24 CFR part 1).

The law provides that, "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

Section 109 of the Housing and Community Development Act of 1974, As Amended.

The law requires that, "[n]o person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this chapter. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 [42 U.S.C. 6101 et seq.] or with respect to an otherwise qualified handicapped individual as provided in section 794 of Title 29 also shall apply to any such program or activity."

Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101, Et, seq.).

The law provides that, "no person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance."

Section 504 of the Rehabilitation Act of 1973, As Amended (29 U.S.C. 794).

"Section 504 provides that no otherwise qualified individual with a disability shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

Section 3 of the Housing and Urban Development Act of 1968, As Amended (12 U.S.C. 1701u).

The law provides that, "to the greatest extent feasible, recipients of HUD funds (and their contractors and subcontractors) provide jobs and other economic opportunities to low-income persons, particularly public housing residents. Section 3 helps create employment for low-income persons and contracting opportunities for businesses that are owned by low-income people or that provide employment to low-income people."

ATTACHMENT 3a

CERTIFICATION OF BIDDER REGARDING SECTION 3 AND SEGREGATED FACILITIES

Luxa Construction Company, Inc.
Name of Prime Contractor

Highway 370 Improvements C-77 (10-11)
Project Name and Number

The undersigned hereby certifies that:

- (a) Section 3 provisions are included in the contract.
- (b) A written Section 3 plan was prepared and submitted as part of the bidding proceedings (if bid equals or exceeds \$10,000).
- (c) No segregated facilities will be maintained.

Michael L. Luxa, President
Name & Title of Signer (Print or Type)


Signature

April 27, 2010
Date

CONTRACTOR
Section 3 Plan

Luxa Const. Co. Inc agrees to implement the following specific affirmative action steps directed at increasing the utilization of lowest income residents and businesses within the Village/City/County of Sarpy County, Nebraska

- A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the city the necessary number of lower income residents through local advertising media; signs placed at the proposed site for the project; and community organizations and public or private institutions operating within or serving the project area, such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. *To insert this Section 3 plan in all bid documents, and to require all bidders and subcontracts to submit a Section 3 affirmative action plan that includes utilization goals and the specific steps planned to accomplish these goals.
- E. *To insure that subcontracts (typically let on a negotiated rather than bid basis in areas other than Section 3 covered project areas), also are let on a negotiated basis, where feasible, when let in a Section 3 covered project area.
- F. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.
- G. To insure that all appropriated project area business concerns are notified of pending subcontractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., that document all above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of the Section 3 plan.

**Loans, grants, contracts and subsidies for less than \$10,000 will be exempt.*

Deb Houghtaling Sarpy County Clerk

Fred Uhe
Chief Deputy

Renee Lansman
Assistant Chief Deputy

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

May 19, 2010

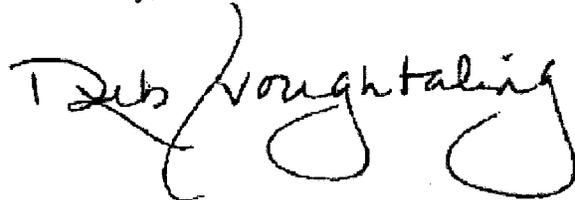
Luxa Construction Company, Inc.
Michael Luxa
PO BOX 105
Blair NE 68008

RE: Bid Bond return, Highway 370 Improvements with Traffic Signal C-77 (10-11)

Dear Contractor:

As the County Clerk is in receipt of your performance bond and signed contracts, please find enclosed your bid bond for the above referenced item.

Sincerely,



Debra J. Houghtaling
Sarpy County Clerk

DJH\cv
Enclosure

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **Luxa Construction Company, Inc., P.O. Box 105, Blair, NE 68008** as Principal, hereinafter called the Principal and **International Fidelity Insurance Company, Newark, NJ**

a corporation duly organized under the laws of the State of New Jersey as Surety, hereinafter called the Surety, are held and firmly bound unto **Sarpy County, Nebraska**

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

Dollars (\$ -5%-)

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

WHEREAS, the Principal has submitted a bid for **Highway 370 Improvements Together with the Traffic Signal Installation at 126th 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 **20th** day of **April** **2010**

LUXA CONSTRUCTION COMPANY, INC.

(Principal)

Marty W. Mitchell

(Witness)

Michael L. Luxa, Secretary

(Title) (Seal)

INTERNATIONAL FIDELITY INSURANCE COMPANY

(Surety)

Christy Moore

(Witness)

James M. King

(Title) (Seal)

James M. King, Attorney-in-Fact

POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

ROBERT T. CIRONE, JACOB J. BUSS, JAMES M. KING

Lincoln, NE.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



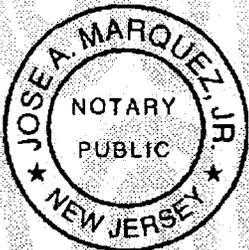
IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY
County of Essex

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 21, 2010

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this

20th day of April, 2010

Assistant Secretary