

BOARD OF COMMISSIONERS
SARPY COUNTY, NEBRASKA
RESOLUTION AWARDING BID FOR PROJECT C-77 (09-08) VARIOUS ASPHALT OVERLAYS
FOR THE HIGHWAY DEPARTMENT

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6)(Reissue 1997), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 1997), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, bids for this matter have been solicited, made, opened and reviewed pursuant to applicable Nebraska State Statutes; and,

WHEREAS, based on those proceedings, and after a public hearing, this Board has duly deliberated and considered the bids received; and,

WHEREAS, this Board desires to proceed forthwith in order to expedite and facilitate service to the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COUNTY COMMISSIONERS THAT:

- (1) The low bid of U.S. Asphalt Co. for the, Various Asphalt Project No. C-77 (09-08) in the amount of \$368,198.10 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 11th day of May, 2010.

Moved by Tom Richard, and seconded by Pat Thomas, that the above Resolution be adopted. Carried.

YEAS:

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

NAYS:

none

ABSENT:

none

ABSTAIN:

none



Attest:

[Signature]
Sarpy County Clerk

Approved As To Form:

[Signature]
Deputy County Attorney

CONTRACT AGREEMENT

THIS CONTRACT is made and entered into in TRIPLICATE by and between Sarpy County, Nebraska hereinafter called County, and U.S. Asphalt Co. 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 (09-08) Various Asphalt Overlays.

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 Three Hundred Sixty Eight Thousand One Hundred Ninety Eight Dollars and Ten Cents (written) 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

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 so responsibilities in the review or approval of the undertaking described in this Contract, or in the performing of services pursuant to this Contract which effects his or her personal interest, or any corporation, partnership, or association in which he or she is directly or indirectly interested; nor shall any employee of the County, nor indirect, in this Contract or the proceeds thereof.
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: Mr. Brett Niebur
U.S. Asphalt Co.
14012 Giles Road
Omaha, NE 68138

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: _____



CHAIRMAN: _____

Jon Jones 5/11/2010

CLERK: _____

Deb Houghtaling

APPROVED AS TO FORM.

Will [Signature]
COUNTY ATTORNEY/DEPUTY

CONTRACTOR: _____

U.S. ASPHALT CO.

[Signature]

ATTEST:

SECRETARY/WITNESS

VICE PRESIDENT: _____

[Signature]

**INLAND
INSURANCE COMPANY**

PO Box 80468
Lincoln, Nebraska 68501

**UNIVERSAL
SURETY COMPANY**

PERFORMANCE BOND

Conforms with the American Institute of Architects, AIA Document A311

BOND NO. 111667

KNOW ALL MEN BY THESE PRESENTS:

That U.S. Asphalt Co.
as Principal, hereinafter called Contractor, and Universal Surety Company a corporation organized and existing under the laws of the State of Nebraska, Lincoln, Nebraska, as Surety, hereinafter called Surety, are held and firmly bound unto

Sarpy County, 1210 Golden Gate Drive, Papillion, NE 68046
as Oblige, hereinafter called Owner, in the amount of

Three Hundred Sixty-eight Thousand One Hundred Ninety-eight and 10/100----- Dollars (\$ 368,198.10),
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 _____ 20____, entered into a contract with Owner for

Sarpy County Various Asphalt Overlays - Project C-77(09-08)

in accordance with Drawings and Specifications prepared by _____
(here insert full name, title and address)
_____, 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 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 properly 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, 20 10

In the presence of:
[Signature]
(Witness)

U.S. Asphalt Co.
By: [Signature] (Seal)
Principal

Sherrin Pallas
(Witness)

Universal Surety Company
By: [Signature] (Seal)
Attorney-in-Fact Surety

UNIVERSAL SURETY COMPANY

Lincoln, Nebraska

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the UNIVERSAL SURETY COMPANY, a corporation of the State of Nebraska having its principal office in the City of Lincoln, Nebraska, pursuant to the following Bylaw, which was adopted by the Board of Directors of the said Company on July 23, 1981, to wit:

"Article V-Section 6. RESIDENT OFFICERS AND ATTORNEYS-IN-FACT. The President or any Vice President, acting with any Secretary or Assistant Secretary, shall have the authority to appoint Resident Vice Presidents and Attorneys-In-Fact, with the power and authority to sign, execute, acknowledge and deliver on its behalf, as Surety: Any and all undertakings of suretyship and to affix thereto the corporate seal of the corporation. The President or any Vice President, acting with any Secretary or Assistant Secretary, shall also have the authority to remove and revoke the authority of any such appointee at any time." does hereby make, constitute and appoint

Jacqueline L. Drey or Ronald R. Allison or Kevin J. Stenger or Sherri Pallas, Omaha, Nebraska
or Leo D. Allison, Elkhorn, Nebraska

its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf, as Surety:
Any and all undertakings of suretyship

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its offices in Lincoln, Nebraska, in their own persons.

The following Resolution was adopted at the Regular Meeting of the Board of Directors of the UNIVERSAL SURETY COMPANY, held on July 23, 1981:

"RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed in accordance with Article V-Section 6 of the Company Bylaws: and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary and facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

All authority hereby conferred shall remain in full force and effect until terminated by the Company.

IN WITNESS WHEREOF, UNIVERSAL SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereunto affixed this 5th day of February, 20 10.

UNIVERSAL SURETY COMPANY

Secretary

By

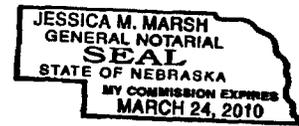
Vice President



State of Nebraska }
County of Lancaster } ss.

On this 5th day of February, 20 10, before me personally came Curtis L. Hartter, to me known, who being by me duly sworn, did depose and say that (s)he resides in the County of Lancaster, State of Nebraska; that (s)he is the Vice President of the UNIVERSAL SURETY COMPANY, the corporation described in and which executed the above instrument; that (s)he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed (his) (her) name by like order; and that Bylaw, Article V-Section 6, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

Notary Public



My Commission Expires March 24, 2010.

I, Cheryl A. Brown, Assistant Secretary of UNIVERSAL SURETY COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said UNIVERSAL SURETY COMPANY, which is still in full force and effect.

Signed and sealed at the City of Lincoln, Nebraska this 14th day of May, 20 10.

Assistant Secretary



ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
05/14/10

PRODUCER
Holmes Murphy and Associates - Omaha
2637 South 158th Plaza
Suite 200
Omaha, NE 68130
1-866-220-4625

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
U S Asphalt Company
PO Box 45209
Omaha, NE 68145

INSURER A: Arch Insurance Company
INSURER B: Everest National Insurance Company
INSURER C: ARCH INS CO
INSURER D:
INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	ZAGLB9109900	01/28/10	01/28/11	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ N/A
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY	ZACAT9093600	01/28/10	01/28/11	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 type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC AGG	\$
B	EXCESS LIABILITY	71C6000058-101	01/28/10	01/28/11	EACH OCCURRENCE	\$ 9,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 9,000,000
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input type="checkbox"/> RETENTION \$					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	ZAWCI9193500	01/28/10	01/28/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
					E.L. EACH ACCIDENT	\$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
	OTHER				\$	\$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
RE: Sarpy County Various Asphalt Overlays Proj C-77(09-08).
Sarpy County is an Additional Insured, if required by contract, on the General Liability and Automobile Liability on a Primary basis, with respect to the operations of the insured on the above projects. Umbrella follows form on the General Liability, Automobile Liability, and Workers' Compensation in favor of the Additional Insured.

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

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

USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



Various Asphalt Overlays
Project No. C-77 (09-08)
for the
Sarpy County Highway Department

Bid Open:
3:00 p.m. Tuesday
May 4, 2010

Description	Unit	Quantity	Western Engineering Co., Inc.		Constructors, Inc.		U.S. Asphalt Co.	
			Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
Cornhusker Road								
1 Barricades	LUMP	JOB	\$750.00	\$750.00	\$3,100.00	\$3,100.00	\$739.00	\$739.00
2 1/2" Cold Milling	S.Y.	11,483	\$0.45	\$5,167.35	\$0.55	\$6,315.65	\$0.60	\$6,889.80
3 3" Asphalt Surfacing (Type SP-4)	S.Y.	11,483	\$12.10	\$138,944.30	\$12.00	\$137,796.00	\$11.20	\$128,609.60
4 4" Drive Asphalt Surfacing (type SP-4)	S.Y.	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5 Tack Coat	GAL	1,722	\$2.00	\$3,444.00	\$1.40	\$2,410.80	\$1.75	\$3,013.50
6 Level Layer Coarse	TONS	10	\$120.00	\$1,200.00	\$87.00	\$870.00	\$75.70	\$757.00
7 Earthwork Shoulders	LUMP	JOB	\$11,000.00	\$11,000.00	\$9,500.00	\$9,500.00	\$3,490.00	\$3,490.00
8 Full Depth Base Repair	TONS	15	\$97.00	\$1,455.00	\$90.00	\$1,350.00	\$114.00	\$1,710.00
9 Striping (Yellow Centerline)	L.F.	4,306	\$0.50	\$2,153.00	\$0.20	\$861.20	\$0.49	\$2,109.94
10 Striping (White Edgelines)	L.F.	8,612	\$0.30	\$2,583.60	\$0.20	\$1,722.40	\$0.28	\$2,411.36
Total Base Bid				\$166,697.25		\$163,926.05		\$149,730.20
Alternate Bid								
11 3" Asphalt Surfacing (Type CMC)	S.Y.	11,483	\$11.25	\$129,183.75	\$11.30	\$129,757.90	\$10.20	\$117,126.60
Riha Road								
12 Barricades	LUMP	JOB	\$800.00	\$800.00	\$3,100.00	\$3,100.00	\$801.00	\$801.00
13 1" Cold Milling	S.Y.	11,874	\$0.55	\$6,530.70	\$0.80	\$9,499.20	\$0.60	\$7,124.40
14 3" Asphalt Surfacing (Type SP-4)	S.Y.	11,979	\$12.25	\$146,742.75	\$12.00	\$143,748.00	\$11.40	\$136,560.60
15 4" Drive Asphalt Surfacing (type SP-4)	S.Y.	78	\$16.50	\$1,287.00	\$19.30	\$1,505.40	\$15.90	\$1,240.20
16 Tack Coat	GAL	1,797	\$2.00	\$3,594.00	\$1.40	\$2,515.80	\$1.75	\$3,144.75
17 Level Layer Coarse	TONS	10	\$120.00	\$1,200.00	\$87.00	\$870.00	\$75.70	\$757.00
18 Earthwork Shoulders	LUMP	JOB	\$11,250.00	\$11,250.00	\$9,500.00	\$9,500.00	\$3,490.00	\$3,490.00
19 Full Depth Base Repair	TONS	159	\$97.00	\$15,423.00	\$90.00	\$14,310.00	\$105.00	\$16,695.00
20 Striping (Yellow Centerline)	L.F.	4,400	\$0.50	\$2,200.00	\$0.20	\$880.00	\$0.49	\$2,156.00
21 Striping (White Edgelines)	L.F.	8,800	\$0.30	\$2,640.00	\$0.20	\$1,760.00	\$0.28	\$2,464.00
Total Base Bid				\$191,667.45		\$187,688.40		\$174,432.95
Alternate Bid								
22 3" Asphalt Surfacing (Type CMC)	S.Y.	11,979	\$11.45	\$137,159.55	\$11.30	\$135,362.70	\$10.40	\$124,581.60
Buffalo Road								
23 Barricades	LUMP	JOB	\$1,500.00	\$1,500.00	\$3,100.00	\$3,100.00	\$1,492.00	\$1,492.00
24 Cold Milling	S.Y.	733	\$13.50	\$9,895.50	\$4.75	\$3,481.75	\$6.50	\$4,764.50
25 3" Asphalt Surfacing (Type SP-4)	S.Y.	733	\$19.05	\$13,963.65	\$13.90	\$10,188.70	\$12.90	\$9,455.70
26 Tack Coat	GAL	220	\$2.00	\$440.00	\$1.40	\$308.00	\$2.10	\$462.00
27 Earthwork Shoulders	LUMP	JOB	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00	\$1,485.00	\$1,485.00
28 Full Depth Base Repair	TONS	330	\$75.05	\$24,766.50	\$90.00	\$29,700.00	\$74.50	\$24,585.00
29 Striping (Yellow Centerline)	L.F.	435	\$1.50	\$652.50	\$0.20	\$87.00	\$1.45	\$630.75
30 Striping (White Edgelines)	L.F.	800	\$1.50	\$1,200.00	\$0.20	\$160.00	\$1.45	\$1,160.00
Total Base Bid				\$53,418.15		\$49,525.45		\$44,034.95
Alternate Bid								
31 3" Asphalt Surfacing (Type CMC)	S.Y.	733	\$18.20	\$13,340.60	\$13.20	\$9,675.60	\$12.00	\$8,796.00
Contractor Start Date				June 7, 2010		August 30, 2010		July 1, 2010

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
Subject: Low Bid Recommendation , C-77(09-08) Various Asphalt Overlays
Date: May 6, 2010

After reviewing the bids submitted for the above mentioned road project, I would recommend awarding the bid to the low bidder of U.S. Asphalt for the amount of \$ 149,730.20 (Cornhusker Road)

\$ 174,432.95 (Riha Road)

\$ 44,034.95 (Buffalo Road)

Total Bid: \$ 368,198.10

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

COPY

Contractor: U.S. ASPHALT CO.

Sarpy County, Nebraska
 Various Asphalt Overlays
 Project No. C-77 (09-08)
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	Unit	Quantity	Unit Price	Ext. Price
Cornhusker Road					
01.	Barricades	LUMP	JOB	\$ 739.00	\$ 739.00
02.	1/2" Cold Milling	S.Y.	11,483	\$ 0.60	\$ 6889.80
03.	3" Asphalt Surfacing (Type SP-4)	S.Y.	11,483	\$ 11.20	\$ 128,609.60
04.	4" Drive Asphalt Surfacing (type SP-4)	S.Y.	0	\$ 15.90	\$ 0
05.	Tack Coat	GAL	1,722	\$ 1.75	\$ 3013.50
06.	Level Layer Coarse	TONS	10	\$ 75.70	\$ 757.00
07.	Earthwork Shoulders	LUMP	JOB	\$ 3490.00	\$ 3490.00
08.	Full Depth Base Repair	TONS	15	\$ 114.00	\$ 1710.00
09.	Striping (Yellow Centerline)	L.F.	4,306	\$ 0.49	\$ 2109.94
10.	Striping (White Edgelines)	L.F.	8,612	\$ 0.28	\$ 2411.36
Total Base Bid					\$ 149,732.20
Alternate Bid					
11.	3" Asphalt Surfacing (Type CMC)	S.Y.	11,483	\$ 10.20	\$ 117,126.60
Riha Road					
12.	Barricades	LUMP	JOB	\$ 1492.00 ^{801.00}	\$ 1492.00 ^{801.00}

BBN

U.S. ASPHALT CO.

Contractor: _____

	Description	Unit	Quantity	Unit Price	Ext. Price
13.	1" Cold Milling	S.Y.	11,874	\$ 0.60	\$ 7124.40
14.	3" Asphalt Surfacing (Type SP-4)	S.Y.	11,979	\$ 11.40	\$ 136,560.60
15.	4" Drive Asphalt Surfacing (type SP-4)	S.Y.	78	\$ 15.90	\$ 1240.20
16.	Tack Coat	GAL	1,797	\$ 1.75	\$ 3144.75
17.	Level Layer Coarse	TONS	10	\$ 75.70	\$ 757.00
18.	Earthwork Shoulders	LUMP	JOB	\$ 3490.00	\$ 3490.00
19.	Full Depth Base Repair	TONS	159	\$ 105.00	\$ 16,695.00
20.	Striping (Yellow Centerline)	L.F.	4,400	\$ 0.49	\$ 2156.00
21.	Striping (White Edgelines)	L.F.	8,800	\$ 0.28	\$ 2464.00
Total Base Bid					\$174,432.95
Alternate Bid					
22.	3" Asphalt Surfacing (Type CMC)	S.Y.	11,979	\$ 10.40	\$ 124,581.60
Buffalo Road					
23.	Barricades	LUMP	JOB	\$ 1492.00	\$ 1492.00
24.	Cold Milling	S.Y.	733	\$ 6.50	\$ 4764.50
25.	3" Asphalt Surfacing (Type SP-4)	S.Y.	733	\$ 12.90	\$ 9455.70
26.	Tack Coat	GAL	220	\$ 2.10	\$ 462.00
27.	Earthwork Shoulders	LUMP	JOB	\$ 1485.00	\$ 1485.00
28.	Full Depth Base Repair	TONS	330	\$ 74.50	\$ 24585.00
29.	Striping (Yellow Centerline)	L.F.	435	\$ 1.45	\$ 630.75
30.	Striping (White Edgelines)	L.F.	800	\$ 1.45	\$ 1160.00
Total Base Bid					\$44,034.95
Alternate Bid					
31.	3" Asphalt Surfacing (Type CMC)	S.Y.	733	\$ 12.00	\$ 8796.00

*Prices are to be F.O.B. - Various Asphalt Overlays, Sarpy County, NE

Contractor: U.S. ASPHALT CO.

START DATE: ON OR BEFORE JULY 1, 2010

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 **21 working days (Saturdays Included)**.

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 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 three hundred dollars (\$300.00) 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:

25

of employees

231

Total sales last 3 years

\$ 45,000,000.00 ±

SAME

SAME

Contractor: _____

References:

Company Name: READY MIXED CONCRETE
 Address: 4315 CUMING STREET
 Contact Name: MARK DEETZ Phone Number: 556-3600
 Fax Number: 556-5171 Date of Purchase: ON GOING

Company Name: LYMAN RICKEY COMP
 Address: 4315 CUMING STREET
 Contact Name: PAT GORUP Phone Number: 556-3600
 Fax Number: 556-5171 Date of Purchase: ON GOING

Company Name: NEBRASKA MACHINERY
 Address: 11005 SARPY BROS DRIVE
 Contact Name: IVAN ROGERS Phone Number: 891-9600
 Fax Number: 891-7100 Date of Purchase: ON GOING

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

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

Addendum #1 YES, NO DATE
 Addendum #2 _____

Attachments: Literature
 Warranty Information

U.S. ASPHALT CO.

Company Name _____
 Authorized Signature [Signature]

Address 14012 AILES ROAD

City, State & Zip OMAHA, NE 68138

BRETT N. BURR
 Company Representative (Please print)

402-395-6466
 Telephone Number

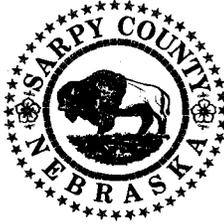
402-395-3697
 Fax Number

BURR@OMNI-GROUP.NET
 E-Mail Address

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

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 Various Asphalt Overlays

On May 4, 2010, three (3) bids were received and opened for the Various Asphalt Overlays, Project C-77 (09-08) (see attached bid tabulation). The bids have been reviewed by the Highway Department and it is recommended that bid be awarded to the low bidder, U.S. Asphalt Co. for a total of \$368,198.10. The engineer's estimate for the project was \$290,340.00. There are 21 working days on the project including Saturdays.

I have placed this on the May 11, 2010 agenda and recommend your approval. Please contact me with any question at 593-2349.

May 6, 2010


Beth Cunard

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

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 18, 2010

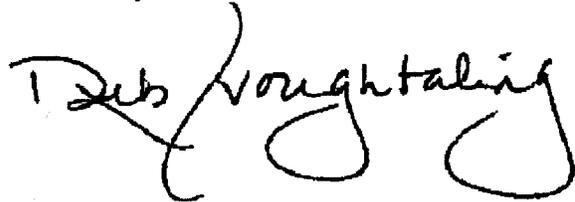
US Asphalt
Gary Kinloch
14012 Giles Road
Omaha NE 68138

RE: Bid Bond return, Various Asphalt Overlays Project C-77 (09-08)

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we

U.S. Asphalt Co.
Omaha, NE

as Principal, hereinafter called the Principal, and

Universal Surety Company
Lincoln, NE

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

Sarpy County Treasurer
Papillion, NE

as Obligee, hereinafter called the Obligee, in the sum of

Five Percent (5%) of Bid Price

Dollars (\$) _____),

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
Project No. C-77(09-08) – Various Asphalt Overlays

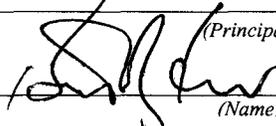
NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful 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 **4th** day of **May**, **2010**



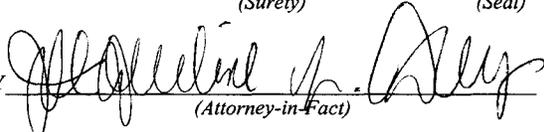
(Witness)

U.S. Asphalt Co.

(Principal) (Seal)
BY  _____
(Name) (Title)
Universal Surety Company



(Witness)

(Surety) (Seal)
BY 

(Attorney-in-Fact)

UNIVERSAL SURETY COMPANY
Lincoln, Nebraska

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the **UNIVERSAL SURETY COMPANY**, a corporation of the State of Nebraska having its principal office in the City of Lincoln, Nebraska, pursuant to the following Bylaw, which was adopted by the Board of Directors of the said Company on July 23, 1981, to wit:

"Article V-Section 6. **RESIDENT OFFICERS AND ATTORNEYS-IN-FACT.** The President or any Vice President, acting with any Secretary or Assistant Secretary, shall have the authority to appoint Resident Vice Presidents and Attorneys-In-Fact, with the power and authority to sign, execute, acknowledge and deliver on its behalf, as Surety: Any and all undertakings of suretyship and to affix thereto the corporate seal of the corporation. The President or any Vice President, acting with any Secretary or Assistant Secretary, shall also have the authority to remove and revoke the authority of any such appointee at any time." does hereby make, constitute and appoint

Jacqueline L. Drey or Ronald R. Allison or Kevin J. Stenger
or Sherri Pallas, Omaha, Nebraska or Leo D. Allison, Elkhorn, Nebraska

its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf, as Surety:
Any and all undertakings of suretyship

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its offices in Lincoln, Nebraska, in their own persons.

The following Resolution was adopted at the Regular Meeting of the Board of Directors of the **UNIVERSAL SURETY COMPANY**, held on July 23, 1981:

"RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed in accordance with Article V-Section 6 of the Company Bylaws: and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary and facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

All authority hereby conferred shall remain in full force and effect until terminated by the Company.

IN WITNESS WHEREOF, **UNIVERSAL SURETY COMPANY** has caused these presents to be signed by its Vice President and its corporate seal to be hereunto affixed this 17th day of February, 20 10.

UNIVERSAL SURETY COMPANY



Secretary

By



Vice President



State of Nebraska }
County of Lancaster } ss.

On this 17th day of February, 20 10, before me personally came Curtis L. Harter, to me known, who being by me duly sworn, did depose and say that (s)he resides in the County of Lancaster, State of Nebraska, that (s)he is the Vice President of the **UNIVERSAL SURETY COMPANY**, the corporation described in and which executed the above instrument; that (s)he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed (his) (her) name by like order; and that Bylaw, Article V-Section 6, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

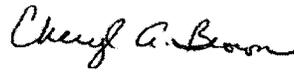


My Commission Expires February 16, 2014.

Notary Public

I, Cheryl A. Brown, Assistant Secretary of **UNIVERSAL SURETY COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said **UNIVERSAL SURETY COMPANY**, which is still in full force and effect.

Signed and sealed at the City of Lincoln, Nebraska this 4th day of May, 20 10.



Assistant Secretary

