

SARPY COUNTY, NEBRASKA

RESOLUTION AWARDING E-85 STORAGE, DISPENSING AND MANAGEMENT SYSTEM FOR THE NEW LAW ENFORCEMENT CENTER

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 Neuman Equipment Company for E-85 Storage, Dispensing and Management System in the amount of Ninety Seven Thousand Seven Hundred Forty Nine Dollars and No Cents (97,749.00) including Option 1: 12,000 tank and Option 2: Excavation and Removal of Dirt 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 22nd day of June, 2010.

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

YEAS:

NAYS:

ABSENT:

Handwritten signatures for yeas: Rich Jansen, Tom Richards, Patrick J. Thomas.

Handwritten 'none' under NAYS.

Handwritten 'none' under ABSENT.

ABSTAIN:

Handwritten 'none' under ABSTAIN.

Attest:



SEAL

Handwritten signature of Debra J. Houghtaling, County Clerk.

Approved As To Form:

Handwritten signature of Deputy County Attorney.

E-85 Fuel Storage, Dispensing and Management System
Bid Tab

Bid Opening:
Thursday 2:30 p.m.
June 17, 2010

	Midwest Pump & Storage	Neuman Equipment Company
Total Bid, As Specified	No Bid	\$107,762.00
Total Bid with Option 1		\$113,920.00
Option 2 Deduct, As Specified		\$91,591.00
Total Bid with Options 1 & 2		\$97,749.00
Proposed Installation Date		August 1, 2010

AGREEMENT

This Agreement is entered into by and between the County of Sarpy, in the State of Nebraska, a body politic and corporate, and hereinafter "County", and Neuman Equipment Company, hereinafter "Vendor".

WHEREAS, County is desirous of contracting for E-85 Fuel Storage, Dispensing and Management System for the Sarpy County New Law Enforcement Center; and,

WHEREAS, the Vendor has been awarded this Agreement as a result of the bid made by Vendor in response to the Specifications and Request for Proposals prepared by County;

NOW, THEREFORE, for and in consideration of the declarations and mutual promises and covenants contained herein, the County and Vendor agree as follows:

I. DUTIES OF VENDOR:

- A. Services to be rendered by Vendor under this Agreement shall be all those services necessary and proper for the installation and materials for E-85 Fuel Storage, Dispensing and Management System in conformity with each and every term, condition, specification, and requirement of the Bid Specifications and the Bid submitted by the Vendor.
- B. All provisions of each document and item referred to in Paragraph A 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.
- C. Prior to the commencement of any work, Vendor will place on file with the Sarpy County Clerk, the required certificates of insurance, if applicable.
- D. The Vendor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

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

1. The Vendor must complete the United States Citizenship Attestation

Form, available on the Department of Administrative Services website at www.das.state.ne.us.

2. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
 3. The Vendor understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect. 4-108.
- E. Vendor will submit an invoice to County for work completed based on the amounts specified in Vendor's bid. Such invoices shall be submitted to:

Sarpy County Fleet Services
Pat Clarke
1210 Golden Gate Drive
Papillion, NE 68046

- F. The County and Vendor hereto specifically acknowledge, stipulate and agree that each and every term of the Bid Specifications and the Vendor's bid constitutes an essential term of this Agreement, and that, therefore, any violation of any term, condition, provision, or requirement constitutes a material breach hereunder, for which County shall have every right under the law to terminate this Agreement, and obtain any and all relief necessary.
- G. Vendor agrees to comply with the below federal provisions, as described in the Specifications.

Sarpy County has provided assurance that the County will comply with the provisions of the Davis Bacon Act and that workers on projects funded directly by or assisted in whole or part by Federal funds will be paid wages at rates not less than those prevailing on projects of similar character in accordance with subchapter IV of Chapter 31 of Title 40, United States Code.

Vendor must comply with Davis Bacon prevailing wage requirements and related Acts, Buy American provisions along with any other applicable Federal Provision associated with the American Recovery and Reinvestment Act of 2009.

Notice of American-Made Equipment & Products:

Vendor must comply with all Buy American provisions. This section is intended

as a summary only.

In accordance to the American Recovery and Reinvestment Act of 2009 (May 2009), to the greatest extent practical, the Vendor shall use American-made iron, steel, and manufactured goods. Vendor shall abide by all Buy American provisions for iron, steel, and manufactured goods and shall provide to County a certification stating that Vendor's proposal does comply with Buy American provisions unless an exception is granted as set forth below.

A manufactured good is defined as a good brought to the site for incorporation into the building or work that has been (i) processed into a specific form and shape; or (ii) combined with other raw material to create a material that has different properties than the properties of the individual raw material.

An exception to this provision may be taken if the following conditions are both met and proved:

- a. The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25%.
- b. The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- c. The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

Exceptions to American-Made:

Any Vendor requesting to use foreign iron, steel, and/or manufactured goods in accordance with exceptions specified must include documentation of adequate information for Federal Government evaluation of the request. The request must be included with the submission of the Bid Form. This request must include:

- a. A description of the foreign and domestic iron, steel, and/or manufactured goods
- b. Unit of measure
- c. Quantity
- d. Cost

- e. Time of delivery or availability
- f. Location of the project
- g. Name and address of the proposed supplier; and
- h. A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance to this Specification.

A request based on unreasonable cost shall include a reasonable survey of the market and a complete cost comparison table in the format listed in Exhibit B. If there are no exceptions to the Buy American Act, Vendor shall sign the Buy American Certification in Exhibit C. Exhibit B and Exhibit C shall be submitted with Bid Form.

The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the site and any applicable duty.

Any Vendor request for a determination after project completion shall explain why the Vendor could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated.

Davis Bacon Act:

Vendor must comply with all Davis Bacon prevailing wage requirements and related Acts. This section is intended as a summary only.

All laborers and mechanics employed or working upon the site of 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 as Exhibit "C" regardless of any contractual relationship which may be alleged to exist between the Vendor and such laborers and mechanics. Any wage determination incorporated for a secondary site of work shall be effective from the first day on which work under the award was performed at the site and shall be incorporated without any adjustment in award price or estimated cost. Laborers employed by the Vendor or any subcontractor that are transporting portions of the work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.

The wage determination (including any additional classifications and wage rates

conformed under the Davis Bacon poster (WH-1321) shall be posted at all times by the Vendor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Payrolls and basic records relating to Davis Bacon shall be maintained by the Vendor during the course of the work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of work. Such records shall contain the name, address, and social security number of each such worker, his/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 the Davis Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid.

1. Required Davis Bacon Documentation:

The Vendor shall submit weekly for each week in which any award work is performed a copy of all payrolls to:

Beth Cunard
Sarpy County Purchasing
1210 Golden Gate Drive
Papillion, Nebraska 68046

The payrolls submitted shall set out accurately and completely all of the information required to be maintained under this section and Davis Bacon. This information may be submitted in any form desired.

The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

Each payroll submitted shall be accompanied by a "Statement of Compliance" signed by the Vendor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the award and shall certify:

- a. That the payroll for the payroll period contains the information required to be maintained under Davis Bacon, as described in this Section and that such information is correct and complete.
- b. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the job 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 Regulations 29 CFR Part 3.

- c. 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 award.

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 the Davis Bacon Act.

The falsification of any of the certifications may subject the Vendor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

The Vendor or subcontractors shall make the records required under Davis Bacon available for inspection, copying, or transcription by an authorized representative of Sarpy County and the Department of Labor. The Vendor or subcontractor shall permit an authorized representative of Sarpy County or the Department of Labor to interview employees during working hours on the job. If the Vendor or subcontractor fails to submit required records or to make them available, Sarpy County may, after written notice to the Vendor, take such action as may be necessary to cause the suspension of any further payment. 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.

2. Withholding of Funds:

Sarpy County shall, upon his/her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Vendor under this award or any other Federal award with the same Vendor, or any other federally assisted award subject to Davis Bacon prevailing wage requirements, which is held by the same Vendor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the award. Sarpy County may, after written notice to the Vendor, 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.

3. Apprentices and Trainees:

Apprentices

An apprentice will be permitted to work at less than the predetermined rate for the work they performed when they are employed:

- a. 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 and Training, Employer, and Labor Services (OATELS) or with a State Apprenticeship Agency recognized by the OATELS, or
- b. In the first 90 days of probationary employment as an apprentice in such an apprenticeship program, even though not individually registered in the program, if certified by the OATELS 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 Vendor 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 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 Vendor is performing construction on a project in a locality other than that which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Vendor'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 percentage of the journeyman 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 OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Vendor 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.

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, Office of Apprenticeship Training, Employer, and Labor Services (OATELS). The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by OATELS.

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 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 in 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 in the wage determination which provides for less than full fringe benefits for apprentices.

In the event OATELS withdraws approval of a training program, the Vendor 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.

Equal Employment Opportunity

The utilization of apprentices, trainees and journeymen under Davis Bacon shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

4. Compliance with Copeland Act Requirements:

The Vendor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference.

5. Subcontracts (Labor Standards):

Definition: "Construction, alteration or repair", as used in this section means all types of work done by laborers and mechanics employed by the construction Contractor or construction subcontractor on a particular building or work at the site thereof, including without limitation:

- a. Altering, remodeling, installation (if appropriate) on the site of the work of

items fabricated off-site.

- b. Painting and decorating.
 - c. Manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work.
 - d. Transportation of materials and supplies between the site of the work within the meaning of the Davis Bacon Act, which is part of the "site of the work" definition in Davis Bacon Act article, and a facility which is dedicated to the construction of the building or work and is deemed part of the site of the work within the meaning of the "site of work" definition.
 - e. Transportation of portions of the building or work between a secondary site where a significant portion of the building or work is construction, which is part of the "site of the work" definition in the Davis Bacon Act article, and the physical place or places where the building or work will remain of the Davis Bacon Act article, in the "site of the work" definition.
6. Compliance with Davis Bacon and Related Act Regulations:

All rulings and interpretations of the Davis Bacon and Related Acts contained in 29 CFR Parts 1, 2, and 5 are hereby incorporated by reference in this award.

7. Disputes Concerning Labor Standards:

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes and Appeals as defined in 10 CFR 600.22. Disputes within the meaning of this article include disputes between the Vendor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

8. Contract Termination - Debarment:

A breach of the award articles entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act - Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Davis Bacon and Related Act Regulations, or Certification of Eligibility may be grounds for termination of the whole award or in part for the Recovery Act covered work only, and for debarment as a Vendor and subcontractor as provided in 29 CFR 5.12.

9. Certification of Eligibility:

By entering into this award, the Vendor certifies that neither it (or he/she) nor any person or firm who has an interest in the Vendor's firm is a person or firm ineligible to be awarded Government awards by virtue of the Davis Bacon Act or 29 CFR 5.12(a)(1)

No part of this award shall be subcontracted to any person or firm ineligible for award of a Government award by virtue of the Davis Bacon Act of 29 CFR 5.12(a)(1).

The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

II. DUTIES OF COUNTY:

In return for full, faithful and diligent rendering of services set forth above, County agrees to pay to Vendor the amount specified in Vendor's bid upon submission of the required invoice and satisfactory completion of all required work.

III. BREACH:

Should Vendor breach, violate, or abrogate any term, condition, clause or provision of this agreement, the County shall notify Vendor in writing that such an action has occurred. If satisfactory provision does not occur within ten (10) days from such written notice, the County may, at its option, terminate this agreement and obtain an alternate provider to provide all required materials. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

SAVINGS CLAUSE:

This Agreement shall be interpreted, construed and enforced under the laws of the State of Nebraska. It is understood and agreed by the County and Vendor hereto that if any part, term, condition, or provision of this Agreement is held to be illegal or in conflict with any law of the State of Nebraska 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 County and Vendor shall be construed and enforced as if the Agreement did not contain the particular part, term, condition, or provision held to be invalid.

SCOPE OF AGREEMENT

This Agreement, along with the Bid Specifications, and Bid by Vendor contains the entire Agreement between the County and Vendor, and there are no other written or oral promises, contracts or warrants which may affect it. This Agreement cannot be amended

except by written agreement of both the County and Vendor. Notice to the County and Vendor shall be given in writing to the agents for each party named below:

County: Ms. Debra Houghtaling
Clerk of Sarpy County
1210 Golden Gate Drive
Papillion, NE 68046

Vendor: Neuman Equipment Company
Forrest Maxwell
8906 L Street
Omaha, NE 68136

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 22nd day of June, 2010.

(Seal)

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

ATTEST:



Debra J. Houghtaling
Sarpy County Clerk

Jim Jones 6/22/2010
Chairperson
Sarpy County Board of Commissioners

Approved as to form and content:

Mark A. P.
Deputy County Attorney

Vendor: Neuman Equipment Company

By: Barry F. Holste
Barry F. Holste, Pres
Title: Pres.

Attest:

Jack [Signature]
Witness

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 E-85 Storage Tank

On June 17, 2010, the Purchasing Department received and opened two (2) bids for the E-85 Storage, Dispensing and Management System for the new Law Enforcement Center. A bid tab is attached for your review.

After careful evaluation, it is recommended that the bid be awarded to the low bidder, Neuman Equipment Company with Option 1 and Option 2 for \$97,749.00. Option 1 will increase the tank size while Option 2 will deduct expenses for dirt work and excavation allowing the Highway Department to do this work in coordination with the Contractor. This project will be paid out of grant funding.

I have placed this on the agenda for the June 22, 2010 Board meeting for your approval. If you have any questions, please feel free to contact me at 593-4476.

June 17, 2010


Beth Cunard

cc: Deb Houghtaling
Mark Wayne
Scott Bovick
Brian Hanson
Pat Clarke
Dan Williamson



10:26 AM
SM

First Class Mail
First Class Mail

NEUMAN EQUIPMENT COMPANY
8906 L STREET
OMAHA, NEBRASKA 68127

To

Sealed Bid - E85 Fuel Storage,
Dispensing and Management Systems

YOUR ORDER NO. _____ REQ. NO. _____ OUR NO. _____

COMPANY NAME: Neuman Equipment Company

Sarpy County, Nebraska
E-85 Fuel Storage, Dispensing and Management System
Bid Form

Total Bid, As Specified: \$ 107,762.00

Total Bid with Option 1: \$ 113,920.00

Option 2 Deduct, As Specified: \$ 91,591.00

*Prices are to be F.O.B. - 84th Street and Platteview Road, Papillion, NE 68046

PROPOSED INSTALLATION DATE: August 1, 2010

Company Information:

Full Legal Name: Neuman Equipment Company

Congressional District: 2

Years in business: 47

of employees 9

Total sales last 3 years 2007- \$1,800,000.00

2008- \$1,500,000.00

2009- \$600,000.00

DUNS #/Tax ID Number: Dunn # 035135680 Tax ID # 47-0492011

References:

Company Name: Oakview Construction
Address: 2618 S 156th Cir. Omaha, NE 68130
Contact Name: Mike Neuhaflen Phone Number: (402) 330-2475
Fax Number: (402) 330-8439 Date of Purchase: 2008

Company Name: Jackson Dean Construction
Address: 3414 South 116th Street Seattle, WA 98168
Contact Name: Jerry Pallock Phone Number: (425) 531-1077
Fax Number: (206) 832-3496 Date of Purchase: 2007

Company Name: Mainelli Mechanical Construction
Address: 8701 N. 29th Street Omaha, NE 68112
Contact Name: Bob Mumm Phone Number: (402) 457-3511
Fax Number: (402) 457-3511 Date of Purchase: 2010

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

I acknowledge receipt of the following addenda (if applicable):

Addendum #1	<u>June 14, 2010</u>
Addendum #2	<u>June 16, 2010</u>

Attachments: **Literature**
 Warranty Information

Neuman Equipment Company
Company Name
Barry F. Holste
Authorized Signature
8906 L Street
Address
Omaha, NE 68136
City, State & Zip

Barry F. Holste
Company Representative (Please print)
(402) 331-1900
Telephone Number
(402) 331-8530
Fax Number
neumanequipment@aol.com
E-Mail Address

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

Exhibit "B"
Foreign and Domestic Items Cost Comparison

~Required only if foreign steel, iron, or manufactured goods are being bid~

Description	Unit of Measure	Quantity	Cost (dollars)*
Item 1:			
Foreign steel, iron, or manufactured good	N/A	N/A	N/A
Domestic steel, iron, or manufactured good	N/A	N/A	N/A
Item 2:			
Foreign steel, iron, or manufactured good	N/A	N/A	N/A
Domestic steel, iron, or manufactured good	N/A	N/A	N/A

*Include all delivery costs to the site

List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information

Exhibit "C"
Buy American Certification

Section 1605 of the American Recovery and Reinvestment Act states that:

"None of the funds appropriated or otherwise made available by this Act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States."

To meet this requirement, the undersigned hereby certifies that all the material, equipment and accessories which are to be incorporated into the E-85 Fuel Storage, Dispensing and Management System to be partially funded by monies from the American Recovery and Reinvestment Act, have been manufactured from domestic construction material as defined by 40 CFR 35.936-13(D).

Neuman Equipment Company
Name of Contractor

June 17, 2010
Date


Signature of Authorized Official

President
Title

EXCEPTIONS/CLARIFICATIONS/COMMENTS

1. Option 2 was bid as using a 10,000 gallon tank. If a 12,000 gallon tank is requested add \$4,325.00
2. Option for Fuel Focus Card Reader. If you wish to change from a Fuel Master card reader system to a Fuel Focus card reader system add \$21,515.00
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

**Sarpy County Fleet Services Base Bid
10,000 Gallon Tank**

Containment Solutions	
Tank, straps, deadmen, and turnbuckles include freight.	
	\$18,528.00
OPW	
Tank equipment, island forms, dispenser sump.	
	\$4,174.00
Ameron Fiberglass Piping	
Product lines, pipe fittings, and glue	
	\$2,690.00
Red Jacket	
Submersible pumps and IQ boxes	
	\$1,859.00
Bennett Pumps	
Single Hose Dispenser and hose retractor.	
	\$4,573.00
Veeder Root	
TLS350 Plus with printer	
	\$12,242.00
Card Reader System	
Fuel Master Card System	
Complete System	\$12,600.00
Options: Data Conversion:	\$1,495.00
Backfill	
Washed Chips for tank area and 2 rolls of filter fabric	
	\$8,993.00
Electric	
Electrical work to include wiring to new sub and dispenser	
New low voltage wiring to probes and sensors	
Connection of all inside equipment	
Wiring up card reader	
New wiring coming from mechanical room	
	\$5,940.00
Excavating	
Install fiberglass UST and assist in setting deadmen	
Haul off dirt and replace concrete	
	\$21,900.00
Neuman Equipment	
Labor	\$13,107.00
Performance Bond	<u>\$1,156.00</u>
Total Project Cost:	\$107,762.00

**Sarpy County Fleet Services Option 1
12,000 Gallon Tank**

Containment Solutions	
Tank, straps, deadmen, and turnbuckles include freight.	
	\$21,560.00
OPW	
Tank equipment, island forms, dispenser sump.	
	\$4,174.00
Ameron Fiberglass Piping	
Product lines, pipe fittings, and glue	
	\$2,690.00
Red Jacket	
Submersible pumps and IQ boxes	
	\$1,859.00
Bennett Pumps	
Single Hose Dispenser and hose retractor.	
	\$4,573.00
Veeder Root	
TLS350 Plus with printer	
	\$12,242.00
Card Reader System	
Fuel Master Card System	
Complete System	\$12,600.00
Options: Data Conversion	\$1,495.00
Backfill	
Washed Chips for tank area and 2 rolls of filter fabric	
	\$9892.00
Electric	
Electrical work to include wiring to new sub and dispenser	
New low voltage wiring to probes and sensors	
Connection of all inside equipment	
Wiring up card reader	
New wiring coming from mechanical room	
	\$5,940.00
American Fence	
8 Bollards	
	\$1,346.00
Excavating	
Install fiberglass UST and assist in setting deadmen	
Haul off dirt and replace concrete	
	\$21,900.00
Neuman Equipment	
Labor	
	\$13,923.00
Performance Bond	
	<u>\$1,221.00</u>
Total Project Cost:	\$113,920.00

Sarpy County Fleet Services Option 2

Containment Solutions	
Tank, straps, deadmen, and turnbuckles include freight.	
	\$18,528.00
OPW	
Tank equipment, island forms, dispenser sump.	
	\$4,174.00
Ameron Fiberglass Piping	
Product lines, pipe fittings, and glue	
	\$2,690.00
Red Jacket	
Submersible pumps and IQ boxes	
	\$1,859.00
Bennett Pumps	
Single Hose Dispenser and hose retractor.	
	\$4,573.00
Veeder Root	
TLS350 Plus with printer	
	\$12,242.00
Card Reader System	
Fuel Master Card System	
Complete System	\$12,600.00
Options: Data Conversion	\$1,495.00
Backfill	
Washed Chips for tank area and 2 rolls of filter fabric	
	\$8,933.00
Electric	
Electrical work to include wiring to new sub and dispenser	
New low voltage wiring to probes and sensors	
Connection of all inside equipment	
Wiring up card reader	
New wiring coming from mechanical room	
	\$5,940.00
Bollards	
8 Bollards	
	\$1,346.00
Concrete over Tank	\$2,800.00
Crane to install UST Tank and deadmen	\$1,000.00
Neuman Equipment	
Labor	\$13,923.00
Performance Bond	<u>\$ 983.00</u>
Total Project Cost:	\$91,591.00

Deb Houghtaling

Fred Uhe
Chief Deputy

Sarpy County Clerk

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

June 24, 2010

Neuman Equipment Company
8906 L Street
Omaha NE 68127

RE: E-85 Fuel Storage for the Law Enforcement Center

Action by the Sarpy County Board on June 22, 2010 is as follows:

2010-188: E-85 Storage Dispensing and Management System for the new Law Enforcement Center

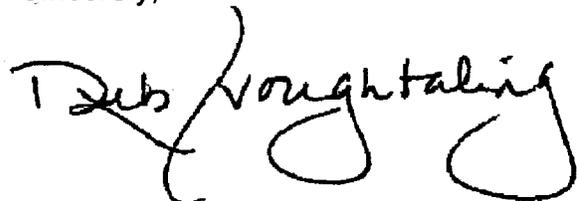
MOTION: After a public hearing, Jansen resolved, seconded by Richards, to accept the low bid of Neuman Equipment Company in the amount of \$97,749 including Option 1: 12,000 gallon tank and Option 2: Excavation and Removal of Dirt. Ayes: Hike, Jones, Richards, Thomas & Jansen. Nays: None.

Enclosed are **two originals** of the contract agreement. Please have them **signed and attested** by a representative of your company and **return one original** to this office.

PLEASE NOTE: Please provide the required **insurance certificate(s)** in the stated amount(s) per Specifications, Terms and Conditions, Section #11 and the fully executed **Agreement** prior to beginning work under this agreement.

Mail to: **Sarpy County Clerk
Attn: Chris Vance
1210 Golden Gate Dr
Papillion NE 68046-2895**

Sincerely,



Deb Houghtaling
Sarpy County Clerk

DH/cv

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Neuman Equipment Company
8906 "L" Street
Omaha, NE 68127

SURETY (Name, and Address of Principal Place of Business):

Universal Surety Company
P. O. Box 80468
Lincoln, NE 68501

OWNER (Name and Address):

County of Sarpy, Nebraska
1210 Golden Gate Drive
Papillion, NE 68046-2895

CONTRACT

Effective Date of Agreement: July 26, 2010
Amount: \$95,625.00 Ninety Five Thousand Six Hundred Twenty Five Dollars and 00/100
Description (Name and Location): E-85 Fuel Storage, Dispensing and Management System for the New Law Enforcement Center, Sarpy County, NE

BOND

Bond Number: 990816
Date (Not earlier than Effective Date of Agreement): July 26, 2010
Amount: \$95,625.00 Ninety Five Thousand Six Hundred Twenty Five Dollars and 00/100
Modifications to this Bond Form: None

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Neuman Equipment Company _____ (Seal)
Contractor's Name and Corporate Seal

Universal Surety Company _____ (Seal)
Surety's Name and Corporate Seal

By: *Barry T. Holst*
Signature

By: *Dianne S. Riley*
Signature (Attach Power of Attorney)

BARRY T. HOLST
Print Name

Dianne S. Riley
Print Name

Pres.
Title

Attorney-in-Fact
Title

Attest: *Forest Maxwell*
Signature

Attest: *Cindy Bennett*
Signature

Sales Manager
Title

Cindy Bennett Secretary
Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.

2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:

2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and

2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and

2.3 Owner has agreed to pay the Balance of the Contract Price to:

1. Surety in accordance with the terms of the Contract; or
2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.

3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:

3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or

3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or

3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
2. Deny liability in whole or in part and notify Owner citing reasons therefor.

4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

- 5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
- 5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
- 5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

11. Definitions.

- 11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
- 11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
- 11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – <i>(Name, Address and Telephone)</i> Holmes Murphy & Associates, Inc.		
Surety Agency or Broker: 3001 Westown Parkway, West Des Moines, IA 50266		515 223-6800
Owner's Representative <i>(Engineer or other party)</i> :		

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Neuman Equipment Company
8906 "L" Street
Omaha, NE 68127

OWNER (Name and Address):

County of Sarpy, Nebraska
1210 Golden Gate Drive
Papillion, NE 68046-2895

SURETY (Name, and Address of Principal Place of Business):

Universal Surety Company
P. O. Box 80468
Lincoln, NE 68501

CONTRACT

Effective Date of Agreement: July 26, 2010

Amount: \$95,625.00 Ninety Five Thousand Six Hundred Twenty Five Dollars and 00/100

Description (Name and Location): E-85 Fuel Storage, Dispensing and Management System for the New Law Enforcement Center, Sarpy County, NE

BOND

Bond Number: 990816

Date (Not earlier than Effective Date of Agreement): July 26, 2010

Amount: \$95,625.00 Ninety Five Thousand Six Hundred Twenty Five Dollars and 00/100

Modifications to this Bond Form: None

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Neuman Equipment Company (Seal)
Contractor's Name and Corporate Seal

Universal Surety Company (Seal)
Surety's Name and Corporate Seal

By: BARRY F. HOLSTE
Signature

By: Dianne S. Riley
Signature (Attach Power of Attorney)

BARRY F. HOLSTE
Print Name

Dianne S. Riley
Print Name

Pr.
Title

Attorney-in-Fact
Title

Attest: Joan M. Madwell
Signature

Attest: Cindy Bennett
Signature

Sales Manager
Title

Cindy Bennett Secretary
Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with Contractor:
 1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. Reserved.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.
9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions

15.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – <i>(Name, Address, and Telephone)</i> Holmes Murphy & Associates, Inc. Surety Agency or Broker: 3001 Westown Parkway, West Des Moines, IA 50266 515 223-6800 Owner's Representative (<i>Engineer or other</i>):

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

Brian M. Deimerly, Waukee, Iowa or Jay D. Freiermuth, Adel, Iowa or Craig E. Hansen or Dianne S. Riley, Urbandale, Iowa or Cindy Bennett, Minburn, Iowa or Stacy Venn or Anne Crowner, Ankeny, Iowa or Tim McCulloh, West Des Moines, Iowa

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. 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.



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 26th day of July, 20 10.

Assistant Secretary

