

**BOARD OF COMMISSIONERS
SARPY COUNTY, NEBRASKA
RESOLUTION AWARDING BID FOR HUMAN SERVICES/VETERAN
SERVICES/PERSONNEL REMODEL PROJECT**

2011-052

11/000344

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:

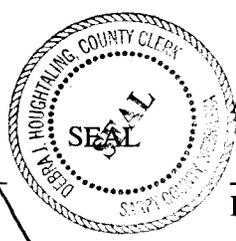
- (1) The low bid of Calabretto Building Group, Inc. for the Human Services/Veteran Services/Personnel Remodel Project in the amount of One Hundred Thirty Seven Thousand One Hundred Sixty One Dollars and No Cents (\$137,161.00) including the Base Bid and Alternate 1 is accepted, ratified, and confirmed.
- (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 15th day of February, 2011.

Moved by Rusty Heke, and seconded by Jim Nekuda, that the above Resolution be adopted. Carried.

YEAS: <u>Rusty Heke</u> <u>Jim Nekuda</u> <u>John H. ...</u> <u>Tom ...</u> <u>Jim ...</u>	NAYS: <u>none</u> _____ _____	ABSENT: <u>none</u> _____ _____
		ABSTAIN: <u>none</u> _____

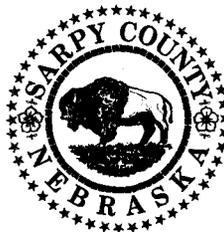
Attest:
Dee ...
Sarpy County Clerk



Approved as to form and content:
...
Deputy County Attorney

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 Human Services/Veteran's Services/Personnel Remodel

On February 10, 2011 the Purchasing Department opened thirteen (13) bids for the construction of the Human Services/Veteran's Services/Personnel Remodel Project. The base bids ranged from \$132,000.00 to \$172,000.00. A bid tab is attached for your review.

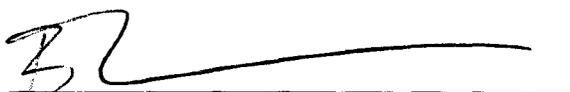
After careful review, it is recommend that the contract be awarded to the low bidder, Calabretto Building Group, in the total amount of \$137,161.00. This amount consists of a base bid of \$132,000.00 with the additional \$5,161.00 coming from the acceptance of Alternate #1. Below is a brief description of the alternates.

Alternate #1: CAT6a Data Cabling \$5,161.00

All of the new data cabling will be CAT6a. This alternate will replace all existing data cabling to CAT6a.

Carlson West Povondra has contacted Calabretto along with their references and it appears there is a clear understanding of the scope of work. Calabretto's references came back positive. I have placed this on the agenda for the February 15, 2011 Board meeting for recommended approval. If you have any questions, please feel free to contact me at 593-4476.

February 11, 2011


Beth Cunard

cc: Deb Houghtaling
Mark Wayne
Scott Bovick
Brian Hanson
Ross Richards



February 10, 2011

SARPY COUNTY EAST ANNEX INTERIOR REMODEL
 Personnel/Veteran & Human Services
 Papillion, Nebraska

CWP 10133

Tabulations of Bids

February 10, 2011, 2:30 pm

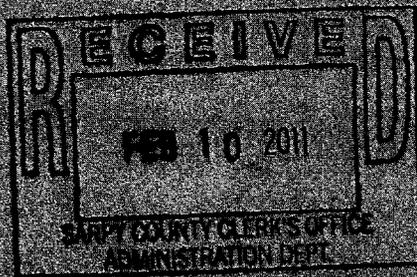
General Contract Bidders	Lump Sum Base Bid	Alternate No. 1 CAT6A Data Cabling	Alternate No. 2 Replace Mechanical Equipment	Alternate No. 3 Replace Existing Locksets
All Purpose Construction LaVista, NE	139,000.00	5,100.00	14,600.00	1,900.00
Construct, Inc. Omaha, NE	151,200.00	2,060.00	12,600.00	1,200.00
Calabretto Building Group Omaha, NE	132,000.00	5,161.00	13,862.00	1,140.00
HCI Construction Bellevue, NE	190,826.00	5,000.00	12,049.00	1,300.00
Holtze Construction Sioux City, IA	153,090.00	4,100.00	16,100.00	1,100.00
JFK Construction Omaha, NE	149,939.32	7,178.08	14,906.29	1,381.62
KC Petersen Construction Council Bluffs, IA	163,600.00	5,390.00	17,230.00	1,695.00
Larson and Son/ Barry Omaha, NE	----	----	----	----
Lueder Construction Omaha, NE	172,000.00	5,200.00	17,000.00	1,150.00
McGinnis Construction Omaha, NE	151,587.00	5,050.00	12,080.00	963.00
Prairie Construction Omaha, NE	143,000.00	4,900.00	12,500.00	1,800.00
Rife Construction Omaha, NE	142,655.00	4,835.00	11,741.00	1,301.00
Rogge General Contractors Lincoln, NE	----	----	----	----
Ronco Construction Omaha, NE	151,500.00	1,760.00	14,150.00	1,200.00
Weitz Construction Omaha, NE	142,000.00	1,963.00	13,478.00	958.00

**SEALED BID ENCLOSED
SARPY COUNTY EAST ANNEX INTERIOR REMODEL**

SUBMITTED TO: DEB HOUGHTALING, SARPY COUNTY CLERK
SARPY COUNTY COURTHOUSE
1210 GOLDEN GATE DRIVE
PAPILLION, NE 68046

BID CLOSING: 2:30 PM, THURS. FEBRUARY 10, 2011

SUBMITTED BY: CALABRETTO BUILDING GROUP, INC.
2804 S. 87TH AVENUE
OMAHA, NE 68124
(402) 934-2145



*2:22 pm
sm*

SECTION 00 41 13 - BID FORM - COMBINED CONTRACT

Sarpy County
East Annex Interior Remodel
Personnel/Human & Veteran Services
1261 Golden Gate Drive
Papillion, Nebraska

CWP Project No. 10133
February 10, 2011

Bid of: Calabretto Building Group, Inc.

- a corporation organized and existing under the laws of the State of Nebraska;
- a corporation organized and existing under the laws of the State of _____
and is/is not licensed to do business in the State of Nebraska as a foreign corporation;
- a partnership consisting of _____ partners; or
- a sole proprietor;

hereinafter called the Bidder.

To: Deb Houghtaling, Sarpy County Clerk
Sarpy County Courthouse
1210 Golden Gate Drive
Papillion, Nebraska 68046

The undersigned acknowledges that he has received and familiarized himself with the following:

Project Manual: per Project Manual Section 00 01 10 - Table of Contents

Drawings: per on Sheet CC0.1 and Project Manual Section 00 01 15 - List of Drawing Sheets

Addenda: CC- 1 through CC- 2

The undersigned further acknowledges that he has visited the site and familiarized himself with local conditions affecting the cost of the Work at the place where the Work is to be done.

In submitting this Bid, the undersigned agrees:

1. To furnish all material, labor, tools, expendable equipment, and all utility and transportation services necessary to perform and complete, in a workmanlike manner, all of the Work required for the Combined Construction, including General Construction and Electrical Work, in accord with the Bidding Documents prepared by CARLSON WEST POVONDRA ARCHITECTS for the consideration hereinafter set forth.
2. To hold his Bid open for forty (30) days after the receipt of Bids and to accept the provisions of the Instructions to Bidders regarding disposition of Bid Security.

- 3. To enter into and execute a Contract if awarded on the basis of this Bid, to furnish a Performance Bond and a Labor and Material Payment Bond in accord with the General Conditions and General Requirements of this Contract, and to deliver executed Owner-Contractor Agreements and Bonds to the Architect within six (6) days after notification of award.
- 4. To complete the Work on or before June 1, 2011.

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

the Lump Sum of One hundred + Thirty Two thousand Dollars (\$ 132,000-).
(To be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

Lump Sum Base Bid includes the following amount(s):

General Construction	\$ <u>59,855-</u>	(Including all GC Conditions and O/P)
Mechanical/Plumbing Work	\$ <u>41,640-</u>	(Excluding all GC Conditions and O/P)
Electrical Work	\$ <u>30,505-</u>	(Excluding all GC Conditions and O/P)

PRIME SUBCONTRACTORS: The undersigned proposes the following Prime Subcontractors:

Mechanical Work: A1 United / Des. Plumb. Service

Electrical Work: ADDERSEN

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

In submitting this Bid, it is understood that the right to reject any and all Bids and to waive irregularities in the bidding have been reserved by the Owner.

Dated this 10 day of February, 2011.

Calabretto Building Group, Inc.
Corporate Name of Bidder

2804 S. 87th Avenue, Omaha
Address of Bidder

(402) 934-2145
Area Code/Telephone Number

Jesse Calabretto
Authorized Officer Name

[Signature]
Authorized Officer Signature

SECTION 00 43 23 - ALTERNATES FORM

Sarpy County
East Annex Interior Remodel
Personnel/Human & Veteran Services
1261 Golden Gate Drive
Papillion, Nebraska

CWP Project No. 10133
February 10, 2011

Attachment to the Bid of: Culabretto Building Group, Inc.

ALTERNATES: The lump sum base bid may be modified in accord with the following alternates as may be accepted by the Owner. Refer to Division 1 Section "Alternates" of the Project Manual. Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

ALTERNATE 1: CAT6 Data Cabling. If accepted, ADD to the Lump Sum Base Bid the sum of

Five Thousand, One Hundred and Sixty One Dollars (\$ 5,161⁰⁰).

ALTERNATE 2: Replace Mechanical Equipment. If accepted, ADD to the Lump Sum Base Bid the sum of

Thirteen Thousand, Eight Hundred and Sixty Two Dollars (\$ 13,862⁰⁰).

ALTERNATE 3: Replace Existing Locksets. If accepted, ADD to the Lump Sum Base Bid the sum of

One Thousand, One Hundred and Forty Dollars (\$ 1,140⁰⁰).

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Calabretto Building Group, Inc.

2804 South 87th Avenue, Omaha, NE 68124

as Principal, hereinafter called the Principal, and Merchants Bonding Company (Mutual)

2100 Fleur Drive, Des Moines, IA 50321-1158

a corporation duly organized under the laws of the State of IA

as Surety, hereinafter called the Surety, are held and firmly bound unto Sarpy County Treasurer

1210 Golden Gate Drive, Papillion, NE 68046

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5%),

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

WHEREAS, the Principal has submitted a bid for Sarpy County East Annex Interior Remodel - Personnel/Veteran &

Human Services, 1261 Golden Gate Drive, Papillion, NE

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 materials 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 10th day of February, 2011

Patricia Simpson
(Witness)

Calabretto Building Group, Inc.

(Principal)

(Seal)

By: [Signature]

President
(Title)

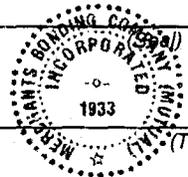
Cindy Bennett
(Witness)

Merchants Bonding Company (Mutual)

(Surety)

By: [Signature]

Attorney-in-Fact Dianne S. Riley



(Title)

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That MERCHANTS BONDING COMPANY (MUTUAL) is a corporation duly organized under the laws of the State of Iowa, and that NATIONS BONDING COMPANY is a corporation duly organized under the laws of the State of Texas (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint:

Dianne S. Riley

Its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, the following surety bond:

Surety Bond #: Bid Bond
Principal: Calabretto Building Group, Inc.
Obligee: Sarpy County Treasurer

and to bind the Companies thereby as fully and to the same extent as if such bond undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following bylaws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on November 16, 2002 and adopted by the Board of Directors of Nations Bonding Company on April 19, 2003.

"The Chairman of the Board or President or any Vice President or Secretary shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the Seal of the Company may be affixed by facsimile to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 26th day of February, 2009



MERCHANTS BONDING COMPANY (MUTUAL)
NATIONS BONDING COMPANY

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 26th day of February, 2009 before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and NATIONS BONDING COMPANY; and that the seals affixed to the foregoing instrument are the corporate seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



Cindy Smyth
Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and NATIONS BONDING COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Company on this 10th day of February, 2011.



William Warner Jr.
Secretary

AIA Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Twenty-first day of February in the year Two Thousand Eleven
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Sarpy County Board of Commissioners
1210 Golden Gate Drive
Papillion, Nebraska 68046

and the Contractor:
(Name, legal status, address and other information)

Calabretto Building Group, Inc.
2804 S 87 Avenue
Omaha, NE 68124
Telephone Number: (402) 934 2145

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

Sarpy County East Annex Remodel - Personnel/Human & Veteran Services
1210 Golden Gate Drive
Papillion, NE

The Architect:
(Name, legal status, address and other information)

Carlson West Povondra Architects
5060 Dodge Street
Omaha, Nebraska 68132
Telephone Number: (402) 551-1500
Fax Number: (402) 551-9488

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ink.

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User Notes:

(1788607508)

TABLE OF ARTICLES

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

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

March 02, 2011

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than () days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Init.

The Contractor shall achieve Substantial Completion of the entire Work not later than June 01, 2011.

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Hundred Thirty-seven Thousand One Hundred Sixty-one Dollars and Zero Cents (\$ 137,161.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Alternate 1 - CAT6 Data Cabling

§ 4.3 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
As delineated in Project Manual	

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the First day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the Thirtieth day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported

Int.

by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Ten percent (10.00 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Ten percent (10.00 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Init.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- Arbitration pursuant to Section 15.4 of AIA Document A201-2007
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

12.00 % per annum

§ 8.3 The Owner's representative:
(Name, address and other information)

Sarpy County Purchasing
1210 Golden Gate Drive
Papillion, NE

ink.

§ 8.4 The Contractor's representative:
(Name, address and other information)

Calabretto Building Group, Inc.
2804 S 87 Avenue
Omaha, NE

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

§ 8.6.1 RESIDENCY VERIFICATION

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.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
A201 - 2007	General Conditions of the Contract for Construction – as edited with Supplementary Conditions and bound in the Project Manual	January 17, 2011	43 Pages

Int.

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages
000110	Table of Contents	January 17, 2011	2

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
000115	List of Drawing Sheets	January 17, 2011

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
Addendum CC-1	February 7, 2011	5 Pages
Addendum CC-2	February 8, 2011	1 Page

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- 1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
- 2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ARTICLE 10 INSURANCE AND BONDS

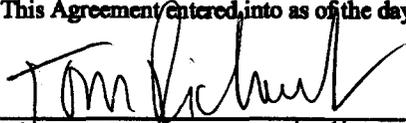
The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
Performance Bond	100% of Contract Amount
Payment Bond	100% of Contract Amount

Int.

This Agreement entered into as of the day and year first written above.



OWNER (Signature) 2/15/11

Tom Richards Chairman
(Printed name and title)



CONTRACTOR (Signature)

Jesse Calabretto, President
(Printed name and title)

init.

Division	Section Title	Pages
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SERIES 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

00 01 01	PROJECT TITLE PAGE	1
00 01 10	TABLE OF CONTENTS	2
00 01 15	LIST OF DRAWING SHEETS	1
00 11 13	ADVERTISEMENT FOR BIDS	2
00 21 13	INSTRUCTIONS TO BIDDERS	1
00 21 13A	INSTRUCTIONS TO BIDDERS - ATTACHMENT	6
00 41 13	BID FORM FOR COMBINED CONTRACT	2
00 43 23	BID FORM ATTACHMENT – Alternate Form	1
00 72 13	GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION	1
00 72 13A	GENERAL AND SUPPLEMENTARY CONDITIONS – AIA DOC A201	43

DIVISION 1 - GENERAL REQUIREMENTS

01 10 00	SUMMARY	4
01 21 00	ALLOWANCES	3
01 23 00	ALTERNATES	2
01 25 00	SUBSTITUTION PROCEDURES	3
01 26 00	CONTRACT MODIFICATION PROCEDURES	3
01 29 00	PAYMENT PROCEDURES	5
01 31 00	PROJECT MANAGEMENT AND COORDINATION	8
01 32 00	CONSTRUCTION PROGRESS DOCUMENTATION	3
01 33 00	SUBMITTAL PROCEDURES	9
01 33 50	DIGITAL DATA LICENCING AGREEMENT	1
01 31 00A	DIGITAL DATA AGREEMENT ATTACHMENT – AIA DOC C106	3
01 42 00	REFERENCES	2
01 50 00	TEMPORARY FACILITIES AND CONTROLS	5
01 60 00	PRODUCT REQUIREMENTS	5
01 73 00	EXECUTION	8

DIVISION 2 – EXISTING CONDITIONS

02 41 19	SELECTIVE STRUCTURE DEMOLITION	7
----------	--------------------------------	---

DIVISION 3 THRU 5

NOT APPLICABLE

DIVISION 6 – WOOD, PLASTICS, AND COMPOSITS

06 10 53	MISCELLANEOUS ROUGH CARPENTRY	4
06 40 23	INTERIOR ARCHITECTURAL WOODWORK	9

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

07 92 00	JOINT SEALANTS	6
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DIVISION 8 - DOORS AND WINDOWS

08 11 13	HOLLOW METAL DOORS AND FRAMES	9
08 71 11	DOOR HARDWARE	9
08 80 00	GLAZING	6

Division	Section Title.....	Pages
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DIVISION 9 - FINISHES

09 22 16.....	NON-STRUCTURAL METAL FRAMING.....	3
09 29 00	GYPSUM BOARD.....	7
09 51 13	ACOUSTICAL PANEL CEILINGS	7
09 65 13	RESILIENT BASE AND ACCESSORIES.....	5
09 65 16.....	RESILIENT SHEET FLOORING.....	5
09 65 19	RESILIENT TILE FLOORING	5
09 68 10.....	CARPETING.....	6
09 91 20	PAINTING	8
09 93 00	STAINING AND TRANSPARENT FINISHING	5

END OF SECTION 000110

DOCUMENT 000115 - LIST OF DRAWING SHEETS

1.1 LIST OF DRAWINGS

- A. Drawings: Drawings consist of the Contract Drawings and other drawings listed on the Title Sheet of the separately bound drawing set titled Sarpy County East Annex Interior Remodel, Personnel/Veteran & Human Services, Papillion, NE, dated January 17, 2011, as modified by subsequent Addenda and Contract modifications.
- B. List of Drawings: Drawings consist of the following Contract Drawings and other drawings of type indicated:

CC.0 COMBINDED CONTRACT TITLE SHEET

ARCHITECTURAL

D1.1 DEMOLITION PLAN

A1.1 GENERAL NOTES, FLOOR PLAN, CODE PLAN, WALL TYPES & DETAILS

A2.1 REFLECTED CEILING PLAN & ROOM FINISH SCHEDULE

A3.1 DOOR AND FRAME TYPES, SCHEDULE, & DETAILS

A4.1 MILLWORK

MECHANICAL

MD1.1 FIRST FLOOR PLAN – MECHANICAL DEMOLITION

M1.1 FIRST FLOOR PLAN - MECHANICAL

M2.1 MECHANICAL SCHEDULES AND DETAILS

M3.1 MECHANICAL SPECIFICATIONS

ELECTRICAL

ED1.1 FIRST FLOOR PLAN – ELECTRICAL DEMOLITION

E1.1 FIRST FLOOR PLAN – LIGHTING

E2.1 FIRST FLOOR PLAN - POWER

E3.1 ELECTRICAL SCHEDULES AND DETAILS

E4.1 ELECTRICAL SPECIFICATIONS

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. NEC55130

AIA Document A312

Performance Bond

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

CONTRACTOR (Name and Address):

Calabretto Building Group, Inc.
2804 South 87th Avenue
Omaha, NE 68124

OWNER (Name and Address):

Sarpy County Board of Commissioners
1210 Golden Gate Drive
Papillion, NE 68046

CONSTRUCTION CONTRACT

Date: February 21, 2011

Amount: (\$ 137,161.00) One Hundred Thirty Seven Thousand One Hundred Sixty One Dollars and 00/100

Description (Name and Location): Sarpy County East Annex Remodel - Personnel/Human & Veteran Services, 1210 Golden Gate Drive, Papillion, NE

BOND

Date (Not earlier than Construction Contract Date): February 23, 2011

Amount: (\$ 137,161.00) One Hundred Thirty Seven Thousand One Hundred Sixty One Dollars and 00/100

Modifications to this Bond:

None

See Page 3

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

Calabretto Building Group, Inc.

Signature: _____

Name and Title: Jesse Calabretto, President

SURETY

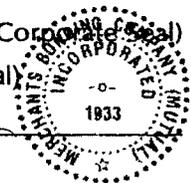
Company:

(Corporate Seal)

Merchants Bonding Company (Mutual)

Signature: _____

Name and Title: Dianne S. Riley
Attorney-in-Fact



(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:

Holmes Murphy & Associates, Inc.
3001 Westown Parkway
West Des Moines, IA 50266
515 223-6800

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

Carlson West Povondra Architects
5060 Dodge Street
Omaha, NE 68132

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

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

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

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

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

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

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

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 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 the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction 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 the Owner or its heirs, executors, administrators or successors.

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

9 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 the Contractor ceased working or within two years after the 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 avail-

able to sureties as a defense in the jurisdiction of the suit shall be applicable.

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

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal 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.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Con-

tractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

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

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

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

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: _____ (Corporate Seal)

SURETY
Company: _____ (Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. NEC55130

AIA Document A312

Payment Bond

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

CONTRACTOR (Name and Address):

Calabretto Building Group, Inc.
2804 South 87th Avenue
Omaha, NE 68124

OWNER (Name and Address):

Sarpy County Board of Commissioners
1210 Golden Gate Drive
Papillion, NE 68046

CONSTRUCTION CONTRACT

Date: February 21, 2011

Amount: (\$137,161.00) One Hundred Thirty Seven Thousand One Hundred Sixty One Dollars and 00/100

Description (Name and Location): Sarpy County East Annex Remodel - Personnel/Human & Veteran Services, 1210 Golden Gate Drive, Papillion, NE

BOND

Date (Not earlier than Construction Contract Date): February 23, 2011

Amount: (\$ 137,161.00) One Hundred Thirty Seven Thousand One Hundred Sixty One Dollars and 00/100

Modifications to this Bond:

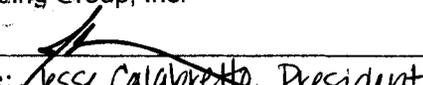
None

See Page 6

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Calabretto Building Group, Inc.

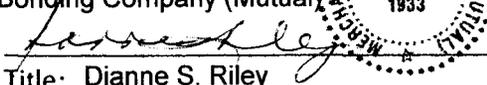
Signature: 

Name and Title: Jesse Calabretto, President

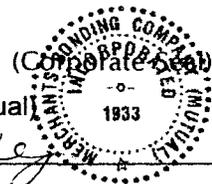
SURETY

Company:

Merchants Bonding Company (Mutual)

Signature: 

Name and Title: Dianne S. Riley
Attorney-in-Fact



(Any additional signatures appear on page 6)

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:

Holmes Murphy & Associates, Inc.
3001 Westown Parkway
West Des Moines, IA 50266
515 223-6800

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

Carlson West Povondra Architects
5060 Dodge Street
Omaha, NE 68132

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4 The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the 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 the Contractor:

- .1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the 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 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 the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has 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 the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7 The 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 the Surety.

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The 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 The Surety hereby waives notice of any change, including changes of time, to the Construction 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 Subparagraph 4.1 or Clause 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 Construction 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 the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the 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 or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal 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 by any person or entity appearing to be a potential beneficiary of this Bond, the 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 the Contractor or with a subcontractor of the 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

Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the 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 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

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

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: _____ (Corporate Seal)

SURETY
Company: _____ (Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That MERCHANTS BONDING COMPANY (MUTUAL) is a corporation duly organized under the laws of the State of Iowa, and that NATIONS BONDING COMPANY is a corporation duly organized under the laws of the State of Texas (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint:

Dianne S. Riley

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, the following surety bond:

Surety Bond #: NEC55130
Principal: Calabretto Building Group, Inc.
Obligee: Sarpy County Board of Commissioners

and to bind the Companies thereby as fully and to the same extent as if such bond undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following bylaws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on November 16, 2002 and adopted by the Board of Directors of Nations Bonding Company on April 19, 2003.

"The Chairman of the Board or President or any Vice President or Secretary shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the Seal of the Company may be affixed by facsimile to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 26th day of February, 2009



MERCHANTS BONDING COMPANY (MUTUAL)
NATIONS BONDING COMPANY

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 26th day of February, 2009, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and NATIONS BONDING COMPANY; and that the seals affixed to the foregoing instrument are the corporate seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



Cindy Smyth
Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and NATIONS BONDING COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Company on this 23rd day of February, 2011.



William Warner Jr.
Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/24/2011

PRODUCER (402)592-0900 FAX: (402)592-0962
Associated Underwriters, Inc.
11115 "O" Street
P.O. Box 45820
Omaha NE 68145-0820

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.

INSURED
Calabretto Building Group
2804 S. 87th Avenue
Omaha NE 68124

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Allied Property & Casualty	42579
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	ACP7204516012	6/16/2010	6/16/2011	EACH OCCURRENCE	\$ 1,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 300,000	
		GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COM/OP AGG	\$ 2,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
A		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE	ACP7204516012	6/16/2010	6/16/2011	EACH OCCURRENCE	\$ 5,000,000
		AGGREGATE				\$ 5,000,000	
		DEDUCTIBLE					\$
		RETENTION \$					\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Include Jurisdiction as an additional insured with respect to work performed for Jurisdiction, with such additional insured endorsements providing coverage for Jurisdiction with respect to liability arising out of Contractor's work performed for Jurisdiction (including but not limited to, liability caused or contributed by negligence of Contractor, its subcontractors, Jurisdiction, third parties, or agents, employees, or officers of any of them). Be primary to and not in excess of or contributory with any other insurance available to Jurisdiction.

CERTIFICATE HOLDER

Sarpy County Board of Commissioners
1210 Golden Gate Drive
Papillion, NE 68046

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 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
Greg Gurbacki/KMK



AIA® Document G715™ – 1991

Supplemental Attachment for ACORD Certificate of Insurance 25-S

(This document replaces AIA Document G705, Certificate of Insurance.)

PROJECT (Name and address):

Sarpy County East Annex Interior Remodel
1261 Golden Gate Drive
Suites 4E-6E
Papillion, NE

INSURED The Calabretto Building Group, Inc.

A. General Liability

- | | Yes | No | N/A |
|--|-------------------------------------|-------------------------------------|--------------------------|
| 1. Does the General Aggregate apply to this Project only? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Does this policy include coverage for: | | | |
| a. Premises - Operations? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Explosion, Collapse and Underground Hazards? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Personal Injury Coverage? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| d. Products Coverage? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| e. Completed Operations? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| f. Contractual Coverage for the Insured's obligations in A201? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. If coverage is written on a claims-made basis, what is the: | | | |
| a. Retroactive Date? | | | |
| b. Extended Reporting Date? | | | |

B. Worker's Compensation

- | | | | |
|---|--------------------------|--------------------------|-------------------------------------|
| 1. If the Insured is exempt from Worker's Compensation statutes, does the Insured carry the equivalent Voluntary Compensation coverage? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|---|--------------------------|--------------------------|-------------------------------------|

C. Final Payment Information

- | | | | |
|---|--------------------------|-------------------------------------|-------------------------------------|
| 1. Is this certificate being furnished in connection with the Contractor's request for final payment in accordance with the requirements of Sections 9.10.2 and 11.1.3 of AIA Document A201, General Conditions of the Contract for Construction? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. If so, and if the policy period extends beyond termination of the Contract for Construction, is Completed Operations coverage for this Project continued for the balance of the policy period? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

D. Termination Provisions

- | | | | |
|--|-------------------------------------|--------------------------|--------------------------|
| 1. Has each policy shown on the certificate and this Supplement been endorsed to provide the holder with 30 days notice of cancellation and/or expiration? List below any policies which do not contain this notice. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|--|-------------------------------------|--------------------------|--------------------------|

E. Other Provisions

Authorized Representative

2/24/2011

Date of Issue



February 25, 2011

Brain Hanson
Sarpy County Fiscal Administrator
Sarpy County Courthouse
1210 Golden Gate Drive
Papillion, NE 68046

Re: Sarpy County East Annex Remodel
Personnel/Human & Veteran Services
1210 Golden Gate Drive
Papillion, NE

CWPA 10133

Dear Brian:

I have attached three original copies of AIA Document A101-2007 Standard Form of Agreement between Owner and Contractor for the above referenced project. Each document has been signed by the General Contractor who has also attached their Bonds and Insurance Certificates.

Please have these documents reviewed by your legal and insurance representatives for compliance with your requirements. If these documents are acceptable, then please request the appropriate Owner signature on all three sets. Then please retain one set for your records, forward one set to the General Contractor and one set to me.

Please do not hesitate to contact me at this office with any questions and/or comments you have.

Sincerely,
Carlson West Povondra Architects

Michael West, AIA
Principal

Encl.

cc: Beth Cunard, Sarpy County Purchasing

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: 402-593-4471 • Website www.Sarpy.com • Email: Clerk@sarpy.com

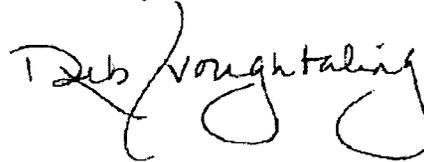
March 3, 2011

Carlson West Povondra
Michael West, AIA
5060 Dodge Street
Omaha NE 68132

RE: Sarpy County East Annex Remodel Personnel/Human & Veteran Services

Enclosed is an original AIA Document A101-2007 Standard Form Agreement for the above referenced project which has been approved by the Sarpy County Board and signed by the Chairman on February 15, 2011.

Sincerely,



Deb Houghtaling
Sarpy County Clerk

Enclosures
DH/kk

cc: Calabretto Building Group, Inc.