

**BOARD OF COMMISSIONERS  
SARPY COUNTY, NEBRASKA  
RESOLUTION AWARDING BID FOR REPLACEMENT OF THE EAST ANNEX ROOF  
FOR THE FACILITIES MANAGEMENT DEPARTMENT**

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6)(Reissue 2007), 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 2007), 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 Stonebrook Roofing, Inc. for Replacement of the East Annex Roof in the amount of Sixty Three Thousand Seven Hundred Thirty Three Dollars and No Cents (\$63,733.00) is accepted, ratified, and confirmed.
- (2) This Board's Chairman, Clerk, and Attorney are hereby authorized and directed to execute such ancillary documents as may be required to evidence the contract and take any and all steps necessary or required in order to carry out the terms of such contract after said documents have been reviewed by the Attorney, Fiscal Administrator, and County Administrator.

Dated this 26<sup>th</sup> day of April, 2011.

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

YEAS:	NAYS:	ABSENT:
<u>Rusty Hike</u>	<u>none</u>	<u>none</u>
<u>Jim Nekuda</u>	_____	_____
<u>Debra Houghtaling</u>	_____	ABSTAIN:
<u>Tom Richard</u>	_____	<u>none</u>
_____	_____	_____

Attest:

Debra Houghtaling  
Sarpy County Clerk



# Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE  
1210 GOLDEN GATE DRIVE  
PAPILLION, NE 68046



Brian Hanson, Purchasing Agent  
(402) 593-2349  
Debby Peoples, Asst. Purchasing Agent  
(402) 593-4164  
Beth Cunard, Senior Buyer/Contract Administrator  
(402) 593-4476  
Lois Spethman, Supply Clerk/Purchaser  
(402) 593-2102

## MEMO

To: Sarpy County Board of Commissioners  
From: Beth Cunard  
Re: Award of East Annex Roof Replacement

On April 21, 2011, the Purchasing Department opened eight (8) bids for the Replacement of the East Annex Roof for the Facilities Management Department. The bids have been reviewed by the County and project architect and it is recommended that the bid be awarded to the low bidder, Stonebrook Roofing, Inc. in the amount of \$63,733.00. This work will begin as soon as possible in order to coordinate with the East Annex Remodel Project.

This item will be placed on the April 26, 2011 agenda and is recommended for approval. If you have any questions, please feel free to contact me at 593-4476.

April 21, 2011

  
Beth Cunard

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



April 21, 2011

SARPY COUNTY EAST ANNEX ROOF REPLACEMENT  
Papillion, Nebraska

CWP 10911

Tabulations of Bids

April 21, 2011, 3:00 pm

General Contract Bidders	Lump Sum Base Bid			
Aksarben Roofing	\$80,500.00			
Riverside Construction	\$86,600.00			
Boone Bros.	\$83,000.00			
R L Craft Co.	\$85,924.00			
McKinnis Roofing	\$86,700.00			
Stonebrook Roofing	\$63,733.00			
Scott Enterprises Inc.	\$64,210.00			
Imperial Roof Systems	\$77,301.11			

## SECTION 00 41 13 - BID FORM – COMBINED CONTRACT

Sarpy County  
 East Annex Roof Replacement  
 1261 Golden Gate Drive  
 Papillion, Nebraska

CWP Project No. 11109  
 April 21, 2011

Bid of: STONEBROOK ROOFING, 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-\_\_\_\_ through CC-\_\_\_\_ **RC-1**

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 (15) 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 17, 2011.

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

the Lump Sum of SIXTY THREE THOUSAND, SEVEN HUNDRED AND <sup>THIRTY</sup>~~THREE~~ Dollars (\$63,733<sup>00</sup>).  
(To be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

**ATTACHED FORMS:** The undersigned has attached the **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.

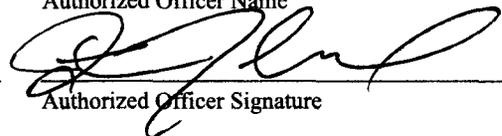
Dated this 21<sup>ST</sup> day of APRIL, 2011.

STONEBROOK ROOFING INC.  
Corporate Name of Bidder

701 P STR LINCOLN, NE  
Address of Bidder

402-438-5559  
Area Code/Telephone Number

STEVEN T. KUNKEL  
Authorized Officer Name

  
Authorized Officer Signature

stevek@stonebrookroofing.com

## GUARANTEE OF PERFORMANCE

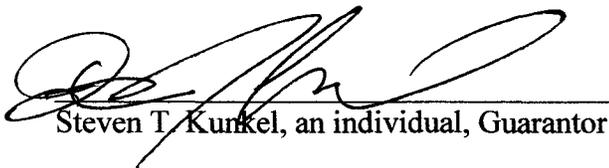
For value received, Steven T. Kunkel, an individual ("Guarantor"), absolutely and unconditionally guarantees to Sarpy County, Nebraska, by and through the Sarpy County Treasurer (the "Owner") the performance by Stonebrook Roofing, Inc., a Nebraska corporation ("Stonebrook") of all of the obligations and duties owed by Stonebrook to the Owner pursuant to that certain bid and all related contracts (the "Agreements") entered into by Stonebrook for the completion of that certain roof replacement project known as the Sarpy County East Avenue Roof Replacement which is for the replacement of the roof of the facility located at 1210 Golden Gate Drive, Papillion, NE 68046 (the "Project"). Guarantor's liability under this Guarantee shall not exceed the payment of \$3,500.00 in the aggregate representing in excess of 5% of Stonebrook's bid for the Project. Any payments due under this Guarantee shall be payable to the order of the Sarpy County Treasurer. This Guarantee shall become effective upon acceptance of Stonebrook's bid and continue until all obligations and duties of Stonebrook under the Agreements are satisfied.

Other than that required by the Agreements, the Guarantor waives notice of acceptance of this Guarantee, notice of the creation, existence or maturity of all obligations, notice of default or extension of time, protest, presentment, demand for payment, notice of dishonor and diligence in collection.

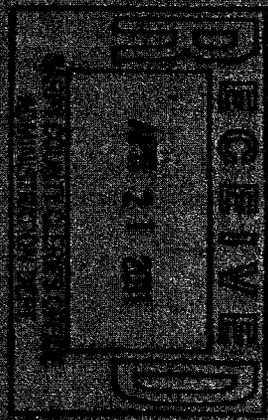
This Guarantee shall be effective upon delivery to Owner, without further act, condition or acceptance by the Owner, shall be binding upon the Guarantor and his heirs, successors and assigns, and shall inure to the benefit of the Owner and his successors and assigns. This Guarantee represents the final agreement between the parties with respect to the subject matter hereof and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. This Guarantee may be modified only by a written agreement signed by the Guarantor and Owner.

This Guarantee shall be governed and construed in accordance with the substantive laws of the State of Nebraska.

Guarantor executes this Guarantee on the 21<sup>st</sup> day of April, 2011.

  
Steven T. Kunkel, an individual, Guarantor

Stonebrook Roofing, Inc.  
701 P Street, #304  
Lincoln, NE 68508



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DEES HOUGHTALING, SHIRRY COUNTY CLERK

SHIRRY COUNTY COURTHOUSE

1200 GARDNER ST. SUITE 2000

LINCOLN, NE 68502-3000

# AIA<sup>®</sup> 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-ninth day of April 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*)

Stonebrook Roofing, Inc.  
701 P Street  
Lincoln, NE 68508  
Telephone Number: (402) 438-5559

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

Sarpy County East Annex Roof Replacement  
1210 Golden Gate Drive  
Papillion, NE

Removal and replacement of roof system at the existing Sarpy County East Annex Building and associated General, Mechanical and Electrical Work.

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.

Init.

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User Notes:

(1831815033)

**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 09, 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.)*

int.

The Contractor shall achieve Substantial Completion of the entire Work not later than June 17, 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 Sixty-three Thousand Seven Hundred Thirty-three Dollars and Zero Cents (\$ 63,733.00 ), 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.)*

§ 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
------	-------

#### 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

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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:

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**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

init.

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

§ 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](http://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	March 31, 2011	43 Pages

Init.

**§ 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	March 30, 2011	1

**§ 9.1.5 The Drawings:**

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

Number	Title	Date
000110	Table of Contents	March 30, 2011

**§ 9.1.6 The Addenda, if any:**

Number	Date	Pages
Addendum RC-1	April 15, 2011	2 Pages

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

Ink.

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

  
\_\_\_\_\_

OWNER (Signature)

Tom Richards Chairman

(Printed name and title)

  
\_\_\_\_\_

CONTRACTOR (Signature)

STEVEN T. KUNKEL PRESIDENT

(Printed name and title)

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User Notes:

(1631815033)

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END OF SECTION 000110		



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/1/2011

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> UNICO Group 4435 O Street  Lincoln NE 68510		<b>CONTACT NAME:</b> Vickie Roth PHONE (A/C, No, Ext): (402) 434-7200 FAX (A/C, No): (402) 434-7272 E-MAIL ADDRESS: vroth@unicogroup.com PRODUCER CUSTOMER ID#: 00022687	
<b>INSURED</b>  Stonebrook Roofing Inc. 701 P St Ste 304  Lincoln NE 68508-1356		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: <b>Midwest Family Mutual Ins Co.</b> NAIC #: 23574 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES** CERTIFICATE NUMBER: 11/12 All Lines REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		ACNE0560059018	2/25/2011	2/25/2012	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 1,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COM/OP AGG \$ 2,000,000
						\$
A	AUTOMOBILE LIABILITY		CANE0560068467	2/25/2011	2/25/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS					Underinsured motorist BI single \$ 500,000
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					Hired/borrowed \$ 1,000,000
						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR	CUNE0560076769	2/25/2011	2/25/2012	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input type="checkbox"/> RETENTION \$					\$
						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y/N	WCNE0560061579	2/25/2011	2/25/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> N/A				E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 100,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Rented and leased equipment		ACNE0560059018	2/25/2011	2/25/2012	\$650,000 ded. \$500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

<b>CERTIFICATE HOLDER</b>  Sarpy County Board of Commissioners 1210 Golden Gate Drive Papillion, NE 68046	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Tom Cogle/GMARTI

## ADDITIONAL COVERAGES

Ref #	Description	Coverage Code	Form No.	Edition Date
	Hired/borrowed	HRDBD		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
1,000,000				Premium
	Hired/borrowed	HRDBD		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
1,000,000				Premium
	Medical payments	MEDPM		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
5,000				Premium
	Uninsured motorist BI-single limit	UMISG		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
500,000				Premium
	Experience Mod Factor 1	EXP01		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium

# Deb Houghtaling

Fred Uhe  
Chief Deputy

# Sarpy County Clerk

Renee Lansman  
Assistant Chief Deputy

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1210 Golden Gate Drive • Papillion, Nebraska 68046-2895  
Phone: 402-593-2105 • Fax: 402-593-4471 • Website [www.Sarpy.com](http://www.Sarpy.com) • Email: [Clerk@sarpy.com](mailto:Clerk@sarpy.com)

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June 10, 2011

Carlson West Povondra Architects  
5060 Dodge Street  
Omaha NE 68132

RE: Stonebrook Roofing Inc. - East Annex Roof Replacement Project

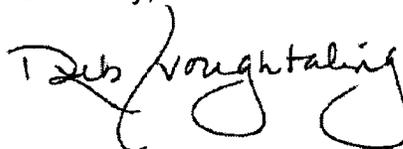
Action by the Sarpy County Board on April 26, 2011 is as follows:

Public Hearing and Resolution 2011-122: Award bid for the replacement of the East annex roof for the Facilities Management Department. Beth Cunard, Purchaser

MOTION: After a public hearing, Nekuda resolved, seconded by Hike, to approve the resolution to accept the low bid of Stonebrook Roofing, Inc. in the amount of \$63,733. Ayes: Hike, Thompson, Richards, Nekuda & Warren. Nays: None.

Please find enclosed (2) of the subject agreements which have been approved and signed by the Chairman of the Board.

Sincerely,



Deb Houghtaling  
Sarpy County Clerk

Enclosures  
DH/kk