

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION AWARDING BID FOR VARIOUS CONCRETE PANEL REPAIRS, PROJECT C-77 (11-05)
FOR THE PUBLIC WORKS 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 the various concrete panel repairs, project C-77 (11-05) 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.

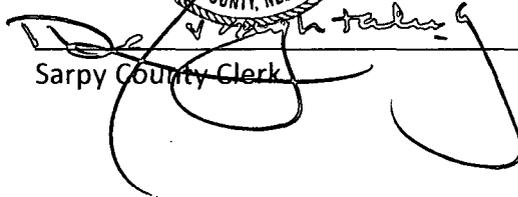
NOW, THEREFORE, be it resolved by this Board of County Commissioners that:

- (1) The low bid of Navarro Enterprise Construction for Various Concrete Panel Repairs, Project C-77 (11-05) in the amount of Seventy Seven Thousand Eight Hundred Sixty Seven Dollars and Ninety Cents (\$77,867.90) is accepted, ratified, and confirmed.

The above resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 12th day of June, 2012.



Sarpy County Board Chairman

ATTEST 


Sarpy County Clerk

CONTRACT AGREEMENT

THIS CONTRACT is made and entered into in TRIPLICATE by and between Sarpy County, Nebraska hereinafter called County, and Navarro Enterprise Construction, hereinafter called Contractor.

In consideration of the following mutual agreements and covenants, it is understood and agreed by the parties hereto that:

1. **The Contractor does hereby agree to undertake and construct Sarpy County Project No. C-77 (11-05) Various Concrete Panel Repairs.**

Also referred to hereinafter as work, in accordance with terms and provisions hereof and subject to the quality provisions in the accepted Proposal of Contractor for the sum of Seventy Seven Thousand Eight Hundred Sixty Seven Dollars and Ninety Cents (\$77,867.90) under penalty of Performance, Payment and Guarantee Bond.

2. The Contractor shall conform with the applicable plans and specifications, applicable Special Provisions and any applicable change order or addenda pertaining thereto or to this Contract, all of which by reference thereto are made a part hereof. Applicable notice to bidders, Instruction to bidders, Bid Proposal of Contractor, Resolution awarding this Contract, the Performance, Payment and Guarantee Bond and all proceedings by the governing body of the County relating to the aforesaid work are made a part hereto by reference thereto.
3. The County agrees to pay the Contractor in accordance with the provisions of the specifications, the accepted Proposal of the Contractor and the provisions of this Contract.
4. All provisions of each document and item referred to in Paragraph 2 above shall be strictly complied with the same as if rewritten herein, and in the event of conflict among the provisions of said documents, the provisions most favorable to the County shall govern, and substitution or change shall be made except upon written direction, the form of which shall be written "Change Order" of the County; and substitution or change shall in no manner be construed to release either party from any specified or implied obligation of this Contract except as specifically provided for in the Change Order.
5. The Contractor warrants that it has neither employed nor retained any company or person, other than bona fide employee working for Contractor to solicit or secure this Contract, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County shall have the right to

annul this Contract without liability, or in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

6. County and Contractor promise and agree to comply with all Federal and State laws and County ordinances, and such other rules and regulations as may apply to this Contract, including but not limited to: the Americans with Disabilities Act of 1990 (29 U.S.C.A. 12101, et seq.); the Rehabilitation Act of 1973 (29 U.S.C.A. 701, et seq.); and the Drug Free Workplace Act of 1988 (41 U.S.C.A. 701, et seq.). Furthermore, pursuant to Neb. Rev. Stat. 73-102 Reissue 1990), County and Contractor declare, promise, and warrant that they have and will continue to comply fully with the Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C.A. 1985, et seq.); and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. 48-1101, et seq., (Reissue 1993), in that there shall be no discrimination against any person who is employed in the performance of this Contract, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.
7. The Contractor shall indemnify and save harmless Sarpy County, its officers, employees, agents and representatives from all claims, suits or actions of every kind and character made upon or brought against the said Sarpy County, its officers, employees, agents and representatives for on or account of any injuries or damages received or sustained by any party or parties by or from the acts or omissions of the said Contractor or its servants, agents, representatives and subcontractors, in doing the work herein contracted for or by or in consequence of any negligence in guarding the same or any improper material used in its construction or by or on account of any act or omission of said Contractor or its servants, agents, representatives and subcontractor or its servants, agents, representatives and subcontractors arising out of any manner connected with the performance of this Contract, and also from all claims or damage for infringement of any patent in fulfilling this Contract.

8. Insurance Requirements

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

The following insurance coverages shall be kept in force during the life of the Agreement and shall be primary with respect to any insurance or self-insurance programs covering the County, its commissioners/supervisors, officials, agents, representatives and employees. These insurance coverages shall specifically state, or be endorsed to state, that thirty (30) days notice shall be given to the County in the event of cancellation of, or material change in, any of the coverages.

a. Worker's Compensation and Employers Liability Insurance

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

b. Commercial General Liability Insurance

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

The minimum acceptable limits of liability shall be \$1,000,000 each occurrence. If the coverage contains a general aggregate, such limit shall not be less than \$2,000,000. The products/completed operations limit shall not be less than \$2,000,000. The County is to be named as an additional insured on the insurance coverage required under this section.

c. Automobile Liability Insurance

Coverage shall be against claims for damages resulting from bodily injury, including death and property damage, which may arise from the operations of any owned, hired or non-owned automobile. The minimum acceptable limit of liability shall be \$1,000,000 Combined Single Limit for each accident. The County is to be named as an additional insured on the insurance coverage required under this section.

d. Certificate of Insurance

The Contractor shall furnish the County with a certificate(s) of insurance evidencing the coverage required in this section. If the certificate(s) is shown to expire prior to completion of all the terms of this Agreement, the Contractor shall furnish a certificate(s) of insurance evidencing renewal of its coverage to the County.

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

e. Property Insurance

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

f. Insurance Company

All insurance coverages herein required of the Contractor shall be written by an insurance company or companies transacting business as an admitted insurer in the State of Nebraska or under the Nebraska Surplus Lines Insurance Act. All insurance companies must possess a minimum A.M. Best Insurance Company rating of A-. Upon request by the County, the Contractor shall furnish evidence that the insurance company or companies being used by the Contractor meet the minimum requirements listed in this section.

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

9. The Contractor shall pay to the Unemployment Compensation Fund of the State of Nebraska unemployment contributions and interest due under the laws of the State of Nebraska on wages paid to individuals employed in the performance of this Contract, and shall submit to Sarpy County written clearance from the Commissioner of Labor of the State of Nebraska certifying that all payments due of contributions and interest which may have arisen under this Contract have been paid by the Contractor or his subcontractor, to the State of Nebraska Unemployment Compensation Fund. Payment of the final five percent (5%) of the total amount of the Contract shall be withheld until this provision have been complied with as required by Section 48-657 R.R.S. 1943, as amended.
10. The Contractor shall not, in performance of this Agreement, discriminate or permit discrimination against any person because of race, sex, age or political or religious options or affiliations in violation of federal or state laws or local ordinances and further the Contractor shall comply with Sarpy County ordinances pertaining to civil rights and human relations.

11. The Contractor shall procure a policy or policies of insurance which shall guarantee payment of compensation according to the Workmen's Compensation Laws of Nebraska for all workmen injured in the scope of employment; and further agrees to keep said policy or policies in full force by the Contractor throughout the term of this Contract. Certificates of insurance or copies of policies if required by any department of the County, shall be filed by the Contractor with Sarpy County.
12. Except as may otherwise be required by applicable law payment of any balance due to the Contractor under this Contract shall be made by the County to the Contractor upon completion of the Contractor's work and obligations in accordance with the Contract, upon acceptance thereof by the County, and upon submission of certificate by the Contractor in accordance with Paragraph 11 above. No payment by the County shall in any way constitute any waiver of any rights of Sarpy County.
13. Pursuant to Neb. Rev. Stat. 23-3113 (Reissue 1991), the Parties hereto declare and affirm that no officer, member, or other employee of the County, and no member of its governing body, and no other public official of the County who exercises any functions so responsibilities in the review or approval of the undertaking described in this Contract, or in the performing of services pursuant to this Contract which effects his or her personal interest, or any corporation, partnership, or association in which he or she is directly or indirectly interested; nor shall any employee of the County, nor indirect, in this Contract or the proceeds thereof.
14. Neither County nor Contractor shall engage the services of any person or persons presently in the employ of the other for work covered by this Contract without the express written consent of the employer of such person or persons.
15. Each party declares, represents, warrants and acknowledges that it is not an agent for the other now, nor will it be in the future. Each party is an independent Contractor, and neither party is or will become the employee of the other as a result of the relationship created by this Contract.
16. It is understood and agreed by the parties to hereto that is any part, term, condition or provision of this Contract is held to be illegal or in conflict with any law of this State or of the United States, the validity of the remaining parts, terms, conditions, or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular part, term, condition, or provisions held to be invalid.
17. This Contract and documents incorporated herein by reference contain the entire Contract between the Parties, and there are no other written or oral promises, agreement or warrants which may effect it.

18. The Contractor acknowledges that it is, and will, remain fully obligated under the provisions of this Contract, regardless of any delegation of duties or assignment or benefits hereunder. Contractor further acknowledges and promises that the provisions of this Contract shall be made binding on any Subcontractor(s) it may retain. Contractor shall require that all Subcontractors hold County harmless from any and all claims and causes of action resulting from actions or activities of Subcontractor. Contractor shall require that all Subcontractors comply with any and all applicable State and Federal laws and that Subcontractor(s) obtain any and all necessary permits or licenses necessary to conduct work under this Contract.
19. Contractor **may not** subcontract or assign any portion of Contract without prior written approval from the County.
20. Contractor expressly guarantees all work and materials as described herein.

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

County: Ms. Deb Houghtaling
Sarpy County Clerk's Office
1210 Golden Gate Dr
Papillion, NE 68046

Contractor: Navarro Enterprise Construction
2914 R Street
Omaha, NE 68103

IN WITNESS WHEREOF, the parties hereto have caused these instruments to be executed in THREE original counterparts, this as of this 30 day of July, 2012.

County of Sarpy, Nebraska
A Body Politic and Corporate

(SEAL)

CHAIRMAN: [Signature] 6/12/12

ATTEST: _____

CLERK: [Signature]



APPROVED AS TO FORM:

[Signature]
COUNTY ATTORNEY/DEPUTY

CONTRACTOR: _____

ATTEST:

[Signature]
SECRETARY/WITNESS

PRESIDENT: [Signature]
John Norberto

BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE

Navarro Enterprise Construction, Inc.

2914 "R" Street, Omaha, NE 68107

As principal, and Granite Re, Inc.

14001 Quailbrook Dr., Oklahoma City, OK 73134

as Surety, are held and firmly bound to the County of Sarpy*, Nebraska, in the penal sum of (\$77,867.90) Seventy Seven Thousand Eight Hundred Sixty Seven and 90/100 to be paid to the COUNTY OF SARPY its successors or assigns, for which payment to be well and truly made, we bind ourselves and each of us, and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these Presents.

*1210 Golden Gate Drive, Papillion, NE 68046

Dated this 28th day of June, 2012

The conditions of this obligation are such that:

WHEREAS, by even date herewith, the said principal has entered into a Contract with the said County of Sarpy, Nebraska to perform the labor and furnish the material for County Project No. C-77 (11-05) - Various Concrete Panel Repairs, Sarpy County, Nebraska

NOW THEREFORE, the conditions of this obligation are such that if the said principal shall duly perform and observe all of the stipulations and agreements in said Contract on his part to be performed and observed, then and in that event, this obligation shall be void and of no effect, but otherwise shall be and remain in full force and effect. It is expressly agreed that any alterations which may be made therein by agreement between the said principal and the said County of Sarpy, Nebraska in the terms of said Contract, or the nature of the work to be done thereunder, or the giving of any extension of time for performing the said Contract, or of any of the stipulations therein contained, and on the part of the said principal to be performed, or any other forbearance, shall not in any way release the said surety from this liability under the above written bond.

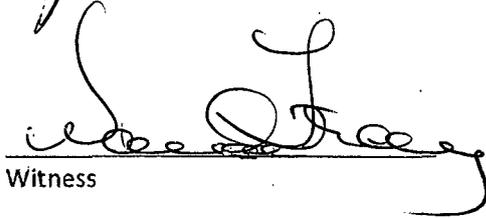
It is further expressly agreed and understood that this bond shall stand as surety for the payment of all accounts and claims that may be due by reason of laborers or mechanics wages for labor that shall be performed, and for all material which is actually used in performing said Contract.

It is further expressly agreed and understand that this bond shall stand as maintenance surety

for the period of two (2) years on faulty materials and workmanship only. Nothing herein shall be construed to cover wear and tear occasioned by action of the elements; excepting insofar as such wear and tear discloses the use of improper materials or construction methods.

In testimony whereof, the said parties hereto have hereunto set their hands this 28th day of June, 2012, and said Surety has caused these presents to be sealed with its Corporate Seal, and duly attested by the signature of its attorney-in-fact, and their authority is attached hereto and made a part thereof.


Witness


Witness

Countersigned By:

Navarro Enterprise Construction, Inc.
Principal


President John Navarro,

Granite Re, Inc.
Surety

By: 

Jennifer Boyles
Attorney-In-Fact

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, to me known and known to me to be the person(s) who (is) (are) described in and executed the foregoing instrument and acknowledge(s) to me that ___ he ___ executed the same.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, a member of the co-partnership of _____ to me known and known to me to be the person who is described in and executed the foregoing instrument and acknowledges to me that he executed the same as for the act and deed of the said co-partnership.

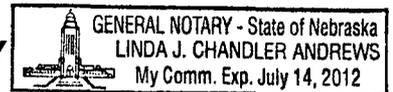
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of Nebraska)
County of Douglas)

On this 2nd day of July, in the year 2012, before me personally come(s) John Navarro President of the Navarro Enterprise Construction, Inc. the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

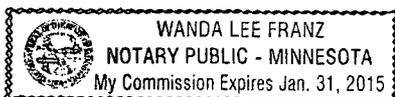
Linda J. Chandler Andrews
Notary Public



ACKNOWLEDGMENT OF SURETY

State of Minnesota)
County of Dakota)

On this 28th day of June, in the year 2012, before me personally come(s) Jennifer Boyles, Attorney(s)-in-Fact of Granite Re, Inc. with whom I am personally acquainted, and who, being by me duly sworn, says that he is (are) the Attorney(s)-in-Fact of Granite Re, Inc. company described in and which executed the within instrument; that he know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he signed said instrument as Attorney(s)-in-Fact of the said company by like order.



Jennifer Boyles
Notary Public

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

JONATHAN PATE; WANDA FRANZ; TOM LAHL; LISA M. FRANCOUR; JENNIFER BOYLES its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

JONATHAN PATE; WANDA FRANZ; TOM LAHL; LISA M. FRANCOUR; JENNIFER BOYLES may lawfully do in the premises by virtue of these presents.

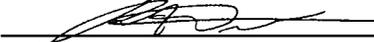
In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 12th day of April, 2012.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





Kenneth D. Whittington, President

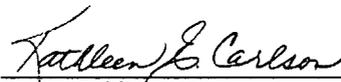


Rodman A. Frates, Secretary/Treasurer

On this 12th day of April, 2012, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Rodman A. Frates, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Rodman A. Frates were respectively the President and the Secretary/Treasurer of the GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2013
Commission #: 01013257





Kathleen E. Carlson
Notary Public

GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

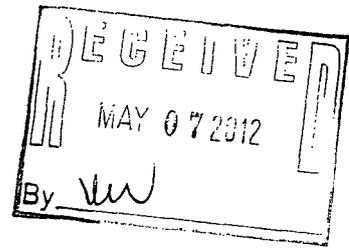
“RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking.”

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 28th day of June, 2012.





Rodman A. Frates, Secretary/Treasurer



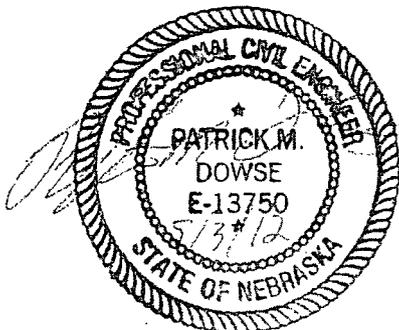
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SPECIFICATIONS

Various Concrete Panel Repairs
Project C-77 (11-05)
For
Sarpy County Public Works Department

SARPY COUNTY, NEBRASKA

PROPOSALS DUE: 3:00 p.m. Tuesday, May 29, 2012



EXCEPTIONS/CLARIFICATIONS/COMMENTS

1. TOTAL ALTERNATE BID IS 15Y
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

CONTRACTOR Novareo Enterprise Construction

Sarpy County, Nebraska
 Various Concrete Panel Repairs
 Sarpy County Project No. C-77 (09-12)
 Bid Form

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

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

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

	Description*	Unit	Quantity	Unit Price	Ext. Price
01.	Panel Sub-Grade Preparation	S.Y.	1,573	2.00	3,146. ⁰⁰
02.	Pavement Repair 47B-3500	S.Y.	1,573	46. ⁰⁰	72,358. ⁰⁰
03.	Barricades & Warning Signs	L.S.	JOB	1,582. ⁹⁰	1,582. ⁹⁰
04.	Striping	L.S.	JOB	781. ⁰⁰	781. ⁰⁰
TOTAL					77,867. ⁹⁰
Alternate Bid - Bid price per square yard if needed for early opening of street					
02.	Pavement Repair 47B-HE3500	S.Y.	1	70. ⁰⁰	70. ⁰⁰
Total Alternate Bid					70. ⁰⁰ /SY

*Prices are to be F.O.B. - Various Concrete Panel Repairs, Sarpy County, NE

CONTRACTOR START DATE: 15 DAYS AFTER NOTICE TO PROCEED

If notified of acceptance of this proposal and Contract award within sixty (60) days after date stated for receipt of bids, the undersigned agrees to execute a Contract, provide insurance certificates and performance bonds for the above named work and the above stated consideration in the form required within ten (10) days of such proposal acceptance notification; to commence the work within five (5) days of the Contractor's Notice to Proceed and to complete the Contract within **25 working days**.

Total base bid shall be the basis for establishing the amount of the Performance Bond in this Contract. The Total Base Bid is based on the quantities shown in the Proposal Form and on the



CONTRACTOR NEWCO ENTERPRISE CONSTRUCTION

dimensions shown in the Plans where specific quantities are not itemized, and is subject to additions or reductions according to the actual construction quantities as determined by the Engineer. Any such change orders shall be made by and become a part of the Engineers Certified Progress Statement(s) of work in progress as well as final completed construction (Project Completion Report(s)).

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

The County Board reserves the right to waive informalities and irregularities and to award bids which furnish the material and construction that, in their opinion, will serve in the best interest of the County or to reject any/or all bids.

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

Company Information:

Years in business:	<u>21</u>						
# of employees	<u>50</u>						
Total sales last 3 years	<table border="0"> <tr> <td><u>2009</u></td> <td><u>4,012,853</u></td> </tr> <tr> <td><u>2010</u></td> <td><u>6,047,295</u></td> </tr> <tr> <td><u>2011</u></td> <td><u>9,810,876</u></td> </tr> </table>	<u>2009</u>	<u>4,012,853</u>	<u>2010</u>	<u>6,047,295</u>	<u>2011</u>	<u>9,810,876</u>
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<u>2010</u>	<u>6,047,295</u>						
<u>2011</u>	<u>9,810,876</u>						

CONTRACTOR NOVARD ENTERPRISE CONSTRUCTION

References:

Company Name: NEBRASKA DEPT. OF ROADS PROJECT RD 6-7 (1044)
Address: 1500 HIGHWAY Z LINCOLN, NE 68508-4758
Contact Name: RICH ZELESKI Phone Number: 402-595-2534
Fax Number: 402-595-1770 Date of Purchase: 2011

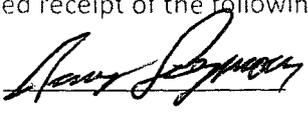
Company Name: SIO #393 HAWTHORNE c/o THOMPSON, DIERSEN & COOPER
Address: 10536 OLD MILK ROAD OMAHA, NE 68154
Contact Name: DAVE ICELLNER Phone Number: 402-330-8860
Fax Number: 402-330-5866 Date of Purchase: 2011

Company Name: DOUGLAS COUNTY ENGINEER PROJECT C-28 (496)
Address: 1550 WEST MAPLE ROAD OMAHA NE 68116-5173
Contact Name: ROY WAY Phone Number: 402-444-6372
Fax Number: 402-444-6244 Date of Purchase: 2011

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

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

Addendum #1
Addendum #2



Attachments: Literature
Warranty Information

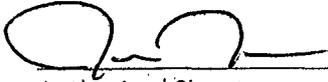
CONTRACTOR NAVARRO ENTERPRISE CONSTRUCTION

NAVARRO ENTERPRISE CONSTRUCTION

Company Name

JOHN NAVARRO

Company Representative (Please print)



Authorized Signature

402-734-6156

Telephone Number

2914 R STREET

Address

402-884-3269

Fax Number

Omaha, NE 68103

City, State & Zip

john.navarro@navarroconst.com

E-Mail Address

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



Bid Bond

CONTRACTOR:

Name, legal status and address)

Navarro Enterprise Construction, Inc.
2914 "R" Street

Omaha, NE 68107

SURETY:

(Name, legal status and principal
place of business)

Granite Re, Inc.
14001 Quailbrook Drive

Oklahoma City, OK 73134

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

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

OWNER:

(Name, legal status and address)

Sarpy County Treasurer

BOND AMOUNT: Five Percent of the Bid Amount (5% of Bid Amount)

PROJECT: Project C-77 (09-12) - Various Concrete Panel Repairs Project C-77 (09-12) for Sarpy County Highway Department
(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, 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. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 23rd day of May, 2012

[Signature of Janda Andrews]
(Witness)

[Signature]
(Witness)

Navarro Enterprise Construction, Inc.
(Principal)
John Navarro (Seal)

(Title) President
Granite Re, Inc.
(Surety) (Seal)

(Title) Jonathan Pate, Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, to me known and known to me to be the person(s) who (is) (are) described in and executed the foregoing instrument and acknowledge(s) to me that ___ he ___ executed the same.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, a member of the co-partnership of _____, to me known and known to me to be the person who is described in and executed the foregoing instrument and acknowledges to me that he executed the same as for the act and deed of the said co-partnership.

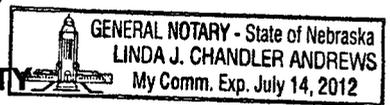
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of Nebraska)
County of Douglas)

On this 24th day of May, in the year 2012, before me personally come(s) John Navarro, to me known, who, being duly sworn, deposes and says that he is the President of the Navarro Enterprise Construction, Inc. the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Linda Chandler Andrews
Notary Public



ACKNOWLEDGMENT OF SURETY

State of Minnesota)
County of Dakota)

On this 23rd day of May, in the year 2012, before me personally come(s) Jonathan Pate, Attorney(s)-in-Fact of Granite Re, Inc. with whom I am personally acquainted, and who, being by me duly sworn, says that he is (are) the Attorney(s)-in-Fact of Granite Re, Inc. company described in and which executed the within instrument; that he know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he signed said instrument as Attorney(s)-in-Fact of the said company by like order.



[Signature]
Notary Public

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

JONATHAN PATE; WANDA FRANZ; TOM LAHL; LISA M. FRANCOUR; JENNIFER BOYLES its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

JONATHAN PATE; WANDA FRANZ; TOM LAHL; LISA M. FRANCOUR; JENNIFER BOYLES may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 12th day of April, 2012.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)



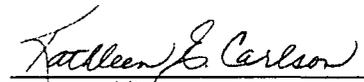

Kenneth D. Whittington, President


Rodman A. Frates, Secretary/Treasurer

On this 12th day of April, 2012, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Rodman A. Frates, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Rodman A. Frates were respectively the President and the Secretary/Treasurer of the GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2013
Commission #: 01013257




Kathleen E. Carlson
Notary Public

GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

“RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking.”

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 23rd day of May, 2012.

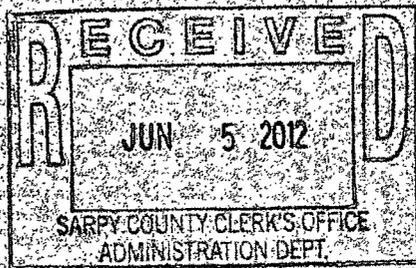



Rodman A. Frates, Secretary/Treasurer

Navarro ENTERPRISE CONSTRUCTION

2914 R STREET

OMAHA, NE 68107



1:57 pm

JM

DEB HOUGHTALING

SARPY COUNTY CLERK'S OFFICE

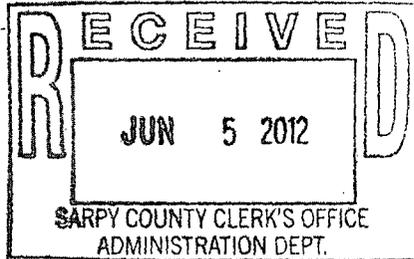
1710 GOLDEN GATE DRIVE

PAPILLION, NE 68047

SEALED BID - VARIOUS CONCRETE PAVE
PROJECT NO C-77 (11-05)



2914 "R" Street
Omaha, NE 68107



BIO BAND

1:57 PM
SM

REB HOUGHTALING
SARPY COUNTY CLERK'S OFFICE
1710 GOLDEN GATE DRIVE
POPULON, NE 68047

SEALED BIO-VARIOUS CONCRETE PANEL REPAIR
PROJECT No. C-77 (11-05) 3/29/12 3:00 PM

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 Garber, Senior Buyer/Contract Administrator
(402) 593-4476
Lois Spethman, Supply Clerk/Purchaser
(402) 593-2102

MEMO

To: Sarpy County Board of Commissioners

From: Beth Garber

Re: Award of bid for Various Concrete Panel Repairs

On June 5, 2012 six (6) bids were opened before the County Board of Commissioners. After reviewing the bids received, it is recommended the bid be awarded to the low bidder, Navarro Enterprise Construction, for \$77,867.90 with an estimated start date of fifteen (15) days after the notice to proceed is given. The cost estimate for the project was \$123,100.00. The County Engineer, Dr. Wilson, states the majority of the cost difference, when compared to the estimate, came from the panel repair line item. It was estimated the panel repair bid would be \$65.00 per square yard; however the actual bid was \$46.00 per square yard. For your consideration I have attached a memo from Dr. Wilson along with the filed cost estimate.

This item has been placed on the June 12, 2012 Board agenda for recommended approval. Please feel free to contact me at (402) 593-4476 if there are any questions or concerns.

June 6, 2012

Beth Garber

cc: Deb Houghtaling
Mark Wayne
Scott Bovick
Brian Hanson
Denny Wilson, Ph.D.



SARPY COUNTY

Dennis L. Wilson P.E.
Sarpy County Engineer

PUBLIC WORKS DEPARTMENT
15100 South 84th Street • Papillion, Ne 68046-2895
Phone (402) 537-6900 • FAX (402) 537-6955 • www.sarpy.com

MEMORANDUM

To: Sarpy County Board of Commissioners

From: Dennis L. Wilson, P.E., Ph.D., Sarpy County Engineer *DLW*

Subject: C-77 (11-05) Various Concrete Panel Repairs Bid

Date: June 6, 2012

On June 5, 2012, bids were opened during the Sarpy County Board of Commissioners Meeting. Sarpy County received 6 bids with the low bid coming from Navarro Enterprise Construction of Omaha, with a bid of \$ 77,867.90. The Engineer's Estimate for the project was \$123,110.00. All bid items were bid substantially lower than the Engineer's Estimate. The majority of the cost difference came from the Panel Repair 47B-3500 bid item with an estimated price of \$65.00 per Square Yard (SY), whereas the actual bid was \$46.00 per SY; saving the County 29,877.00, with an overall project savings of \$45,242.10.

Therefore, the Sarpy County Engineer recommends the low bid from Navarro Enterprise Construction of \$77,867.90.

DLW/bjh

Various Concrete Panel Repairs
Project No. C-77 (11-05)

Bid Open.
3 00 p.m Tuesday
June 5, 2012

Description	Unit	Quantity	Swain Construction Co.		Dobson Brothers Construction Co.		Navarro Enterprise Construction		Oldcastle Materials Midwest Co.		Daedalus Construction Co.		Tab Construction	
			Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1 Panel Sub-Grade Preparation	S.Y.	1,573	\$3.35	\$5,269.55	\$9.65	\$15,179.45	\$2.00	\$3,146.00	\$5.66	\$8,903.18	\$8.00	\$12,584.00	\$7.45	\$11,718.85
2 Pavement Repair 47B-3500	S.Y.	1,573	\$53.25	\$83,762.25	\$76.25	\$119,941.25	\$46.00	\$72,358.00	\$55.49	\$87,285.77	\$61.00	\$95,953.00	\$52.55	\$82,661.15
3 Barricades & Warning Signs	L.S.	JOB	\$1,700.00	\$1,700.00	\$1,500.00	\$1,500.00	\$1,582.90	\$1,582.90	\$1,613.88	\$1,613.88	\$1,582.90	\$1,582.90	\$1,550.00	\$1,550.00
4 Striping	L.S.	JOB	\$850.00	\$850.00	\$710.00	\$710.00	\$781.00	\$781.00	\$796.28	\$796.28	\$781.00	\$781.00	\$760.00	\$760.00
TOTAL				\$91,581.80		\$137,330.70		\$77,867.90		\$98,599.11		\$110,900.90		\$96,690.00
Alternate Bid - Bid price per square yard if needed for early opening of street														
5 Pavement Repair 47B-HE3500	S.Y.		\$75.70	--	\$80.75	--	\$70.00	--	\$61.99	--	\$68.00	--	\$54.60	--
Contractor Start Date				July 16, 2012		August 20, 2012		15 Days After Notice		July 2, 2012		July 16, 2012		July 23, 2012

2012 PANEL REPAIRS

C77-(11-05)



ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
PANEL SUB-GRADE PREPARATION	S.Y.	1,573	\$ 5.00	\$ 7,865.00
PAVEMENT REPAIR 47B-3500	S.Y.	1,573	\$ 65.00	\$ 102,245.00
BARRICADES AND WARNING SIGNS	L.S.	JOB	\$ 10,000.00	\$ 10,000.00
STRIPING	L.S.	JOB	\$ 3,000.00	\$ 3,000.00
				\$ 123,110.00
ALTERNATE BID				
PAVEMENT REPAIR 47B-HE-3500	S.Y.		\$ 70.00	

June 14, 2012

John Navarro
Navarro Enterprise Construction
2914 "R" Street
Omaha NE 68107

RE: Bid Award Various Concrete Panel Repairs, Project C-77 (11-05)

Action by the Sarpy County Board of Commissioners, at the meeting of June 12, 2012, is as follows:

Public Hearing and Resolution 2012-174: Award bid for various concrete panel repairs, project C-77 (11-05) for the Public Works Department. Beth Garber, Purchaser

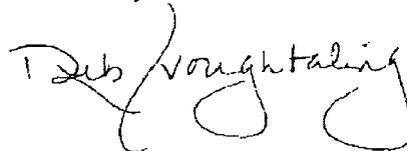
MOTION: After a public hearing, Warren resolved, seconded by Thompson, to approve the resolution and accept the low bid of Navarro Enterprise Construction for various concrete panel repairs in the amount of \$77,867.90. Ayes: Hike, Thompson, Nekuda & Warren. Nays: None. Absent: Richards.

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

PLEASE NOTE: If required by specifications, please provide any bonds, insurance certificates or other referenced documentation along with the fully executed agreement prior to beginning work under this agreement.

Mail or return to: Sarpy County Clerk
Attn: Chris Vance
1210 Golden Gate Drive
Papillion, NE 68046-2895

Sincerely,



Deb Houghtaling
Sarpy County Clerk

Enclosures (3)
DH/kk