

BOARD OF COMMISSIONERS
SARPY COUNTY, NEBRASKA
RESOLUTION AWARDING BID FOR THE COURTHOUSE PARKING LOT IMPROVEMENTS
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 the Courthouse Parking Lot Improvements 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.

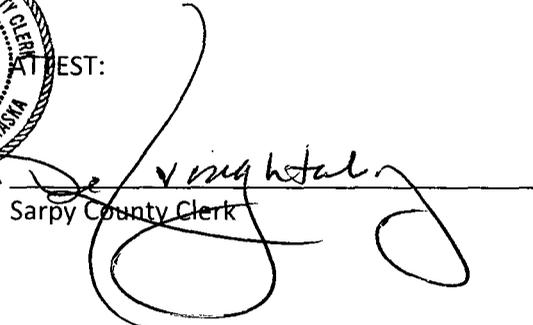
NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COUNTY COMMISSIONERS THAT:

- (1) The low bid of Dostals Construction Co Inc. for Parking Lot Improvements in the amount of Two Hundred Sixty One Thousand Nine Hundred Forty Dollars and Nineteen Cents (\$261,940.19) 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.

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 14th day of December, 2012.


 Sarpy County Board Chairman



ATTEST:

 Sarpy County Clerk

Proposed Funding Sources
Courthouse Parking Lot Improvement Project

Monday, 10:00 a.m.
December 3, 2012

BID ITEM	QUANTITY	UNIT	Dostals Construction Co. Inc.		Non-Grant	Grant Funded	% Grant
			UNIT PRICE	EXTENDED PRICE			
1 SAW CUT - FULL DEPTH	2,300	LF	\$4.30	\$9,890.00	\$2,472.50	\$7,417.50	75%
2 REMOVE PAVEMENT	1,900	SY	\$5.00	\$9,500.00	\$4,750.00	\$4,750.00	50%
3 REMOVE AND SALVAGE CURB STOPS	21	EA	\$25.00	\$525.00	\$525.00	\$0.00	0%
4 REMOVE AND SALVAGE SIGNS	5	EA	\$25.00	\$125.00	\$125.00	\$0.00	0%
5 REMOVE STRIPING	1,550	LF	\$0.75	\$1,162.50	\$1,162.50	\$0.00	0%
6 REMOVE GAS LINE	110	LF	\$20.00	\$2,200.00	\$2,200.00	\$0.00	0%
7 GENERAL GRADING AND SHAPING	1	LS	\$2,500.00	\$2,500.00	\$625.00	\$1,875.00	75%
8 CONSTRUCT STRAW WATTLES	500	LF	\$3.00	\$1,500.00	\$0.00	\$1,500.00	100%
9 REMOVE STRAW WATTLES	500	LF	\$1.00	\$500.00	\$0.00	\$500.00	100%
10 EARTHWORK (HAUL-OFF)	600	CY	\$15.00	\$9,000.00	\$2,250.00	\$6,750.00	75%
11 CONSTRUCT 4" PERFORATED DRAIN PIPE	139	LF	\$25.00	\$3,475.00	\$0.00	\$3,475.00	100%
12 CONSTRUCT 4" DRAIN PIPE	129	LF	\$20.00	\$2,580.00	\$0.00	\$2,580.00	100%
13 CONSTRUCT 6" DRAIN PIPE	59	LF	\$22.00	\$1,298.00	\$0.00	\$1,298.00	100%
14 CONSTRUCT 8" DRAIN PIPE	24	LF	\$24.00	\$576.00	\$0.00	\$576.00	100%
15 CONSTRUCT 12" DRAIN PIPE	356	LF	\$20.00	\$7,120.00	\$0.00	\$7,120.00	100%
16 CONSTRUCT 4" PIPE BEDDING	129	LF	\$2.00	\$258.00	\$0.00	\$258.00	100%
17 CONSTRUCT 6" PIPE BEDDING	59	LF	\$2.00	\$118.00	\$0.00	\$118.00	100%
18 CONSTRUCT 8" PIPE BEDDING	24	LF	\$2.00	\$48.00	\$0.00	\$48.00	100%
19 CONSTRUCT 12" PIPE BEDDING	356	LF	\$2.00	\$712.00	\$0.00	\$712.00	100%
20 CONSTRUCT 6" TRENCH DRAIN	30	LF	\$120.00	\$3,600.00	\$0.00	\$3,600.00	100%
21 CONSTRUCT 54" I.D. FLATTOP MANHOLE (4 EA)	28	VF	\$500.00	\$14,000.00	\$0.00	\$14,000.00	100%
22 CONSTRUCT 24" I.D. GRATE INLET (2 EA)	8	VF	\$200.00	\$1,600.00	\$0.00	\$1,600.00	100%
23 CONSTRUCT RISER PIPE & CONTROL VALVE	7	EA	\$350.00	\$2,450.00	\$0.00	\$2,450.00	100%
24 CONSTRUCT CLEANOUTS	10	EA	\$250.00	\$2,500.00	\$0.00	\$2,500.00	100%
25 CONSTRUCT PCC FLUME AND SIDEWALK CROSSING	1	EA	\$2,000.00	\$2,000.00	\$0.00	\$2,000.00	100%
26 CONSTRUCT BASE AGGREGATE	400	TN	\$30.00	\$12,000.00	\$0.00	\$12,000.00	100%
27 CONSTRUCT PERVIOUS PAVERS	2,950	SF	\$6.50	\$19,175.00	\$0.00	\$19,175.00	100%
28 CONSTRUCT 8" WIDE PCC BORDER	305	LF	\$30.00	\$9,150.00	\$0.00	\$9,150.00	100%
29 CONSTRUCT 30" WIDE PCC BORDER	145	LF	\$40.00	\$5,800.00	\$0.00	\$5,800.00	100%
30 CONSTRUCT 8" WIDE PCC RETAINING WALL	102	LF	\$70.00	\$7,140.00	\$0.00	\$7,140.00	100%
31 CONSTRUCT 6" P.C. CONCRETE PAVEMENT - TYPE L65	15	SY	\$50.00	\$750.00	\$0.00	\$750.00	100%
32 CONSTRUCT 4" P.C. CONCRETE SIDEWALK - TYPE L65	8,700	SF	\$4.00	\$34,800.00	\$17,400.00	\$17,400.00	50%
33 CONSTRUCT PCC CURB RAMP	635	SF	\$6.00	\$3,810.00	\$3,810.00	\$0.00	0%
34 CONSTRUCT DETECTABLE WARNING PANEL	5	EA	\$250.00	\$1,250.00	\$1,250.00	\$0.00	0%
35 CONSTRUCT COMBINATION CURB AND GUTTER	1,330	LF	\$17.00	\$22,610.00	\$11,305.00	\$11,305.00	50%
36 CONSTRUCT 7" A.C. CONCRETE PAVEMENT	330	TN	\$108.00	\$35,640.00	\$35,640.00	\$0.00	0%
37 CONSTRUCT CURB STOP	28	EA	\$100.00	\$2,800.00	\$2,800.00	\$0.00	0%
38 PAINTED PAVEMENT MARKINGS (4" WIDE) - YELLOW	2,000	LF	\$0.50	\$1,000.00	\$1,000.00	\$0.00	0%
39 PAINTED CROSSWALK MARKINGS - YELLOW	256	SF	\$2.00	\$512.00	\$512.00	\$0.00	0%
40 PAINTED HANDICAP MARKINGS - YELLOW	9	EA	\$100.00	\$900.00	\$900.00	\$0.00	0%
41 CONSTRUCT HANDICAP PARKING SIGNS	9	EA	\$150.00	\$1,350.00	\$1,350.00	\$0.00	0%
42 INSTALL SALVAGED SIGNS FOR DESIGNATED PARKING	6	EA	\$75.00	\$450.00	\$450.00	\$0.00	0%
43 AMENDED SOIL (24" DEPTH)	32	CY	\$60.00	\$1,920.00	\$0.00	\$1,920.00	100%
44 CONDITIONED SOIL (6" DEPTH)	5,500	SF	\$0.80	\$4,400.00	\$0.00	\$4,400.00	100%
45 COBBLESTONE (4" - 8")	4	TN	\$100.00	\$400.00	\$0.00	\$400.00	100%
46 BIORETENTION BASIN PLANTINGS (QT SIZE)	1	LS	\$8,800.00	\$8,800.00	\$0.00	\$8,800.00	100%
47 TREE PLANTINGS	12	EA	\$210.00	\$2,520.00	\$0.00	\$2,520.00	100%
48 SEEDING - TYPE "A"	0.1	AC	\$8,000.00	\$800.00	\$0.00	\$800.00	100%
49 TAB INLET WITH 12" DRAIN PIPE	1.0	EA	\$1,000.00	\$1,000.00	\$0.00	\$1,000.00	100%
50 BUILDING PERMIT	1.0	LS	\$3,725.69	\$3,725.69	\$0.00	\$3,725.69	100%
			TOTAL BID	\$261,940.19	\$90,527.00	\$171,413.19	

Bid Tab
Courthouse Parking Lot Improvement Project

Monday, 10:00 a.m.
 December 3, 2012

BID ITEM	QUANTITY	UNIT	Dostals Construction Co. Inc.		Swain Construction, Inc.		Oldcastle Matierals Midwest	
			UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1 SAW CUT - FULL DEPTH	2,300	LF	\$4.30	\$9,890.00	\$3.22	\$7,406.00	\$2.75	\$6,325.00
2 REMOVE PAVEMENT	1,900	SY	\$5.00	\$9,500.00	\$5.68	\$10,792.00	\$5.10	\$9,690.00
3 REMOVE AND SALVAGE CURB STOPS	21	EA	\$25.00	\$525.00	\$30.35	\$637.35	\$20.70	\$434.70
4 REMOVE AND SALVAGE SIGNS	5	EA	\$25.00	\$125.00	\$40.25	\$201.25	\$69.60	\$348.00
5 REMOVE STRIPING	1,550	LF	\$0.75	\$1,162.50	\$1.32	\$2,046.00	\$1.45	\$2,247.50
6 REMOVE GAS LINE	110	LF	\$20.00	\$2,200.00	\$15.35	\$1,688.50	\$31.00	\$3,410.00
7 GENERAL GRADING AND SHAPING	1	LS	\$2,500.00	\$2,500.00	\$30,861.00	\$30,861.00	\$11,691.00	\$11,691.00
8 CONSTRUCT STRAW WATTLES	500	LF	\$3.00	\$1,500.00	\$2.46	\$1,230.00	\$2.80	\$1,400.00
9 REMOVE STRAW WATTLES	500	LF	\$1.00	\$500.00	\$0.55	\$275.00	\$0.90	\$450.00
10 EARTHWORK (HAUL-OFF)	600	CY	\$15.00	\$9,000.00	\$16.30	\$9,780.00	\$30.60	\$18,360.00
11 CONSTRUCT 4" PERFORATED DRAIN PIPE	139	LF	\$25.00	\$3,475.00	\$27.50	\$3,822.50	\$21.00	\$2,919.00
12 CONSTRUCT 4" DRAIN PIPE	129	LF	\$20.00	\$2,580.00	\$28.00	\$3,612.00	\$18.50	\$2,386.50
13 CONSTRUCT 6" DRAIN PIPE	59	LF	\$22.00	\$1,298.00	\$31.70	\$1,870.30	\$30.70	\$1,811.30
14 CONSTRUCT 8" DRAIN PIPE	24	LF	\$24.00	\$576.00	\$32.45	\$778.80	\$37.30	\$895.20
15 CONSTRUCT 12" DRAIN PIPE	356	LF	\$20.00	\$7,120.00	\$31.15	\$11,089.40	\$51.60	\$18,369.60
16 CONSTRUCT 4" PIPE BEDDING	129	LF	\$2.00	\$258.00	\$4.41	\$568.89	\$3.30	\$425.70
17 CONSTRUCT 6" PIPE BEDDING	59	LF	\$2.00	\$118.00	\$4.33	\$255.47	\$5.75	\$339.25
18 CONSTRUCT 8" PIPE BEDDING	24	LF	\$2.00	\$48.00	\$4.74	\$113.76	\$6.65	\$159.60
19 CONSTRUCT 12" PIPE BEDDING	356	LF	\$2.00	\$712.00	\$6.39	\$2,274.84	\$9.10	\$3,239.60
20 CONSTRUCT 6" TRENCH DRAIN	30	LF	\$120.00	\$3,600.00	\$121.00	\$3,630.00	\$123.00	\$3,690.00
21 CONSTRUCT 54" I.D. FLATTOP MANHOLE (4 EA)	28	VF	\$500.00	\$14,000.00	\$470.00	\$13,160.00	\$541.00	\$15,148.00
22 CONSTRUCT 24" I.D. GRATE INLET (2 EA)	8	VF	\$200.00	\$1,600.00	\$395.00	\$3,160.00	\$570.00	\$4,560.00
23 CONSTRUCT RISER PIPE & CONTROL VALVE	7	EA	\$350.00	\$2,450.00	\$509.00	\$3,563.00	\$468.00	\$3,276.00
24 CONSTRUCT CLEANOUTS	10	EA	\$250.00	\$2,500.00	\$323.00	\$3,230.00	\$205.00	\$2,050.00
25 CONSTRUCT PCC FLUME AND SIDEWALK CROSSING	1	EA	\$2,000.00	\$2,000.00	\$2,644.00	\$2,644.00	\$1,714.00	\$1,714.00
26 CONSTRUCT BASE AGGREGATE	400	TN	\$30.00	\$12,000.00	\$27.50	\$11,000.00	\$35.70	\$14,280.00
27 CONSTRUCT PERVIOUS PAVERS	2,950	SF	\$6.50	\$19,175.00	\$8.29	\$24,455.50	\$7.35	\$21,682.50
28 CONSTRUCT 8" WIDE PCC BORDER	305	LF	\$30.00	\$9,150.00	\$39.90	\$12,169.50	\$39.40	\$12,017.00
29 CONSTRUCT 30" WIDE PCC BORDER	145	LF	\$40.00	\$5,800.00	\$52.20	\$7,569.00	\$59.00	\$8,555.00
30 CONSTRUCT 8" WIDE PCC RETAINING WALL	102	LF	\$70.00	\$7,140.00	\$88.75	\$9,052.50	\$93.70	\$9,557.40
31 CONSTRUCT 6" P.C. CONCRETE PAVEMENT - TYPE L65	15	SY	\$50.00	\$750.00	\$56.25	\$843.75	\$79.20	\$1,188.00
32 CONSTRUCT 4" P.C. CONCRETE SIDEWALK - TYPE L65	8,700	SF	\$4.00	\$34,800.00	\$3.83	\$33,321.00	\$3.65	\$31,755.00
33 CONSTRUCT PCC CURB RAMP	635	SF	\$6.00	\$3,810.00	\$6.83	\$4,337.05	\$6.50	\$4,127.50
34 CONSTRUCT DETECTABLE WARNING PANEL	5	EA	\$250.00	\$1,250.00	\$144.00	\$720.00	\$147.00	\$735.00
35 CONSTRUCT COMBINATION CURB AND GUTTER	1,330	LF	\$17.00	\$22,610.00	\$16.00	\$21,280.00	\$20.30	\$26,999.00
36 CONSTRUCT 7" A.C. CONCRETE PAVEMENT	330	TN	\$108.00	\$35,640.00	\$101.00	\$33,330.00	\$90.90	\$29,997.00
37 CONSTRUCT CURB STOP	28	EA	\$100.00	\$2,800.00	\$97.10	\$2,718.80	\$93.10	\$2,606.80
38 PAINTED PAVEMENT MARKINGS (4" WIDE) - YELLOW	2,000	LF	\$0.50	\$1,000.00	\$0.43	\$860.00	\$0.47	\$940.00
39 PAINTED CROSSWALK MARKINGS - YELLOW	256	SF	\$2.00	\$512.00	\$1.38	\$353.28	\$0.69	\$176.64
40 PAINTED HANDICAP MARKINGS - YELLOW	9	EA	\$100.00	\$900.00	\$44.00	\$396.00	\$36.70	\$330.30
41 CONSTRUCT HANDICAP PARKING SIGNS	9	EA	\$150.00	\$1,350.00	\$231.00	\$2,079.00	\$187.00	\$1,683.00
42 INSTALL SALVAGED SIGNS FOR DESIGNATED PARKING	6	EA	\$75.00	\$450.00	\$173.00	\$1,038.00	\$158.00	\$948.00
43 AMENDED SOIL (24" DEPTH)	32	CY	\$60.00	\$1,920.00	\$55.00	\$1,760.00	\$63.20	\$2,022.40
44 CONDITIONED SOIL (6" DEPTH)	5,500	SF	\$0.80	\$4,400.00	\$0.33	\$1,815.00	\$0.90	\$4,950.00
45 COBBLESTONE (4" - 8")	4.0	TN	\$100.00	\$400.00	\$358.00	\$1,432.00	\$181.00	\$724.00
46 BIORETENTION BASIN PLANTINGS (QT SIZE)	1	LS	\$8,800.00	\$8,800.00	\$11,945.00	\$11,945.00	\$8,649.00	\$8,649.00
47 TREE PLANTINGS	12	EA	\$210.00	\$2,520.00	\$204.00	\$2,448.00	\$203.00	\$2,436.00
48 SEEDING - TYPE "A"	0.1	AC	\$8,000.00	\$800.00	\$3,300.00	\$330.00	\$9,597.00	\$959.70
49 TAB INLET WITH 12" DRAIN PIPE	1.0	EA	\$1,000.00	\$1,000.00	\$602.00	\$602.00	\$560.00	\$560.00
50 BUILDING PERMIT	1.0	LS	\$3,725.69	\$3,725.69	\$4,169.00	\$4,169.00	\$4,716.00	\$4,716.00
TOTAL BID				\$261,940.19		\$308,714.44		\$307,935.19

CONTRACTOR: Dostals Construction Co. Lnc.

REVISED BID FORM
IMPROVEMENTS TO THE COURTHOUSE ADMINISTRATION PARKING LOT
FOR THE
FACILITIES MANAGEMENT DEPARTMENT

Company Information:

Years in business: 13

of employees 19

Total sales last 3 years

2011	3,081,781
2010	2,751,809
2009	3,770,052

References:

Company Name: City of Omaha
Address: 1819 Farnam St Omaha
Contact Name: Pat Stalen Phone Number: 402-444-4921
Fax Number: 402-444-3977 Date of Purchase: 2012
Email: pat.stalen@ci.omaaha.ne.us

Company Name: Millard Public Schools
Address: 13906 F Street Omaha NE
Contact Name: Kim Thompson Phone Number: 402-715-1155
Fax Number: 402-715-1774 Date of Purchase: 2012
Email: K.Thompson@MPSomaha.org

Company Name: Omaha Public Schools
Address: 3215 Cuminy Street Omaha NE
Contact Name: Fred Clough Phone Number: 402-551-2222
Fax Number: 402-551-2819 Date of Purchase: 2012
Email: fred.clough@DPS.org

CONTRACTOR: Dostals Construction Co Lnc.

REVISED BID FORM
IMPROVEMENTS TO THE COURTHOUSE ADMINISTRATION PARKING LOT
FOR THE
FACILITIES MANAGEMENT DEPARTMENT

I certify that this bid is submitted in accordance with the specifications issued by Sarpy County. I affirm that the original Specifications have not been altered in any way. Any alteration of the original Specifications, outside of an alternate bid, may be considered grounds for refusal of the bid.

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

Addendum #1 NOV 28, 2012
Addendum #2 _____

Attachments: Literature/Cut-sheets
 Warranty Information

<u>Dostals Construction Co Lnc.</u>	<u>Bodie Dostal</u>
Company Name	Company Representative (Please print)
<u>Bodie Dostal</u>	<u>402-332-4537</u>
Authorized Signature	Telephone Number
<u>13480 S. 220th Street</u>	<u>402-332-2881</u>
Address	Fax Number
<u>Omaha NE 68128</u>	<u>bodie@dostal@hotmail.com</u>
City, State & Zip	E-Mail Address

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

CONTRACTOR: Dustals Construction Co Inc.

**REVISED BID FORM
IMPROVEMENTS TO THE COURTHOUSE ADMINISTRATION PARKING LOT
FOR THE
FACILITIES MANAGEMENT DEPARTMENT**

	BID ITEM	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
1	SAW CUT - FULL DEPTH	2,300	LF	4.30	9890
2	REMOVE PAVEMENT	1,900	SY	5	9500
3	REMOVE AND SALVAGE CURB STOPS	21	EA	25	525
4	REMOVE AND SALVAGE SIGNS	5	EA	25	125
5	REMOVE STRIPING	1,550	LF	.75	1162.50
6	REMOVE GAS LINE	110	LF	20	2200
7	GENERAL GRADING AND SHAPING	1	LS	2500	2500
8	CONSTRUCT STRAW WATTLES	500	LF	3	1500
9	REMOVE STRAW WATTLES	500	LF	1	500
10	EARTHWORK (HAUL-OFF)	600	CY	15	9000
11	CONSTRUCT 4" PERFORATED DRAIN PIPE	139	LF	25	3475
12	CONSTRUCT 4" DRAIN PIPE	129	LF	20	2580
13	CONSTRUCT 6" DRAIN PIPE	59	LF	22	1298
14	CONSTRUCT 8" DRAIN PIPE	24	LF	24	576
15	CONSTRUCT 12" DRAIN PIPE	356	LF	20	7120
16	CONSTRUCT 4" PIPE BEDDING	129	LF	2	258
17	CONSTRUCT 6" PIPE BEDDING	59	LF	2	118
18	CONSTRUCT 8" PIPE BEDDING	24	LF	2	48
19	CONSTRUCT 12" PIPE BEDDING	356	LF	2	712
20	CONSTRUCT 6" TRENCH DRAIN	30	LF	120	3600
21	CONSTRUCT 54" I.D. FLATTOP MANHOLE (4 EA)	28	VF	500	14000
22	CONSTRUCT 24" I.D. GRATE INLET (2 EA)	8	VF	200	1600
23	CONSTRUCT RISER PIPE & CONTROL VALVE	7	EA	350	2450
24	CONSTRUCT CLEANOUTS	10	EA	250	2500
25	CONSTRUCT PCC FLUME AND SIDEWALK CROSSING	1	EA	2000	2000
26	CONSTRUCT BASE AGGREGATE	400	TN	30	12,000
27	CONSTRUCT PERVIOUS PAVERS	2,950	SF	\$6.50	19,175
28	CONSTRUCT 8" WIDE PCC BORDER	305	LF	30	9,150
29	CONSTRUCT 30" WIDE PCC BORDER	145	LF	40	5,800
30	CONSTRUCT 8" WIDE PCC RETAINING WALL	102	LF	70	7,140
31	CONSTRUCT 6" P.C. CONCRETE PAVEMENT - TYPE L65	15	SY	50	750
32	CONSTRUCT 4" P.C. CONCRETE SIDEWALK - TYPE L65	8,700	SF	4.00	34,800
33	CONSTRUCT PCC CURB RAMP	635	SF	6	3,810
34	CONSTRUCT DETECTABLE WARNING PANEL	5	EA	250	1250
35	CONSTRUCT COMBINATION CURB AND GUTTER	1,330	LF	17	22,610

CONTRACTOR: DISTALS Construction Co Lnc

REVISED BID FORM
 IMPROVEMENTS TO THE COURTHOUSE ADMINISTRATION PARKING LOT
 FOR THE
 FACILITIES MANAGEMENT DEPARTMENT

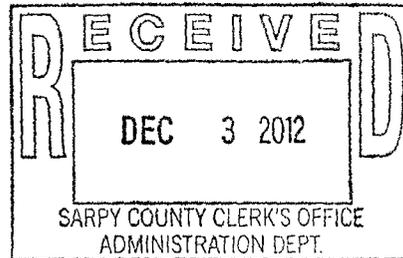
36	CONSTRUCT 7" A.C. CONCRETE PAVEMENT	330	TN	108	35,640
37	CONSTRUCT CURB STOP	28	EA	100	2,800
38	PAINTED PAVEMENT MARKINGS (4" WIDE) - YELLOW	2,000	LF	.50	1,000
39	PAINTED CROSSWALK MARKINGS - YELLOW	256	SF	2	512
40	PAINTED HANDICAP MARKINGS - YELLOW	9	EA	100	900
41	CONSTRUCT HANDICAP PARKING SIGNS	9	EA	150	1350
42	INSTALL SALVAGED SIGNS FOR DESIGNATED PARKING	6	EA	75	450
43	AMENDED SOIL (24" DEPTH)	32	CY	60	1920
44	CONDITIONED SOIL (6" DEPTH)	5,500	SF	.80	4400
45	COBBLESTONE (4" - 8")	4.0	TN	100	400
46	BIORETENTION BASIN PLANTINGS (QT SIZE)	1	LS	8800	8800
47	TREE PLANTINGS	12	EA	210	2520
48	SEEDING - TYPE "A"	0.1	AC	8000	800
49	TAB INLET WITH 12" DRAIN PIPE	1.0	EA	1,000	1,000
50	BUILDING PERMIT	1.0	LS	3,725.69	3,725.69
TOTAL BID					\$261,948.19

*Prices are to be F.O.B. - 1210 Golden Gate Drive, Papillion, NE 68046

ANTICIPATED START DATE:

April 1, 2013

DOSTALS CONSTRUCTION CO INC
13680 S 220TH ST
GRETNA, NE 68028



9:33 AM
CN

"Sealed Bid- Improvements to the Courthouse
Adminstration Parking Lot"
Bid date 12/3/2012 at 10 a.m.

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

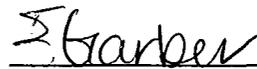
Re: Award for Parking Lot Improvements

On December 3, 2012 three (3) bids were opened for the Courthouse Parking Lot Improvement Project. After reviewing the bids it is recommended the bid be awarded to the low bidder, Dostals Construction Co. Inc. for \$261,940.19. The amount listed on their bid is \$8 off due to an addition error located in line item #12. Per the specifications, the unit prices prevail. The engineer's estimate for the project was \$325,442.43 which included a 10% contingency of \$29,585.68.

The parking lot improvements include both general parking lot improvements such as striping, asphalt, handicapped improvements along with demonstrating the use of several storm water best management practices which include pervious pavers and bio-retention areas. Therefore, it is proposed that part of the project be funded through the Storm Water Management Grant from the Nebraska Department of Environmental Quality. Attached is a breakdown of what costs are being proposed to be funded through the grant. Generally, \$171,413.19 will be paid from the grant while the remaining \$90,527.00 will be paid out of the sinking fund.

I have contacted the references for Dostals and they were very positive. Dostals has shown clear experience in unique projects. Dostals completes projects on time and within the budget with very clean job sites. If you have any questions, please contact me at bgarber@sarpy.com.

December 4, 2012



Beth Garber

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

AGREEMENT

This Agreement is entered into by and between the County of Sarpy, in the State of Nebraska, a body politic and corporate, and hereinafter "County", and Dostals Construction Co. Inc., hereinafter "Vendor".

WHEREAS, County is desirous of contracting for Improvements to the Courthouse Administration Parking Lot for the Sarpy County Facilities Management Department; and,

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

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

I. DUTIES OF VENDOR:

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

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

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

Ross Richards
Sarpy County Facilities Management
1210 Golden Gate Drive
Papillion, NE 68046

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

II. DUTIES OF COUNTY:

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

III. BREACH:

Should Vendor breach, violate, or abrogate any term, condition, clause or provision of this agreement, the County shall notify Vendor in writing that such an action has occurred. If satisfactory provision does not occur within ten (10) days from such written notice, the County may, at its option, terminate this agreement and obtain an

alternate provider to provide all required materials. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

IV. SAVINGS CLAUSE:

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

V. SCOPE OF AGREEMENT

This Agreement, along with the Bid Specifications, and Bid by Vendor contains the entire Agreement between the County and Vendor, and there are no other written or oral promises, contracts or warrants which may affect it. This Agreement cannot be amended except by written agreement of both the County and Vendor. Notice to the County and Vendor shall be given in writing to the agents for each party named below:

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

Vendor: Dostals Construction Co Inc.
13680 S. 220th Street
Gretna, NE 68028

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 26 day of December, 2012.

(Seal)



ATTEST:

Debra J. Houghtaling
Sarpy County Clerk

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

Russell L. ... 12/11/12
Chairperson
Sarpy County Board of Commissioners

Approved as to form and content:

Michael ...
Deputy County Attorney

Vendor: Dostals Const. Co. Inc

By: Boyd ...

Title: VP

Attest:

Michael K. ...
Witness

Witness

Performance Bond

Conforms with the American Institute of Architects, AIA Document A312-2010

Bond # CMIFSU 0606709

CONTRACTOR (Name and Address):

Dostals Construction Company, Inc.
13680 S. 220th St.
Gretna, NE 68028

SURETY:

International Fidelity Insurance Company A corporation
One Newark Center
Newark, NJ 07102

Owner (Name and Address):

Sarpy County, Nebraska
1210 Golden Gate Dr.
Papillion, NE 68046-2895

CONSTRUCTION CONTRACT

Date: **December 11, 2012**

Amount:

Two Hundred Sixty-One Thousand Nine Hundred Forty and 19/100 Dollars **\$261,940.19**

Description (Name and Location):

Improvements to the Courthouse Administration Parking Lot

BOND

Date (Not earlier than Construction Contract Date): **December 17, 2012**

Amount: **Two Hundred Sixty-One Thousand Nine Hundred Forty and 19/100 Dollars** **\$261,940.19**

Modifications to this Bond Form: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: _____ (Seal)
Dostals Construction Company, Inc.

Signature: _____
Name and Title: **Bodie Dostal VP**

SURETY

Company: _____ (Seal)
International Fidelity Insurance Company

Signature: _____
Name and Title: **James M. King, Attorney-in-Fact**

(Any additional signatures appear on the last page of this Performance Bond)

(FOR INFORMATION ONLY - Name address and Telephone)

AGENT or BROKER:
Gene Lilly Surety Bonds, Inc.
3440 O St.
Lincoln, NE 68510
402-475-7700

OWNER'S REPRESENTATIVE (ex .Architect, Engineer)

1. The Contractor and 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 when applicable to participate in a conference as provided in Section 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this bond shall arise after
 - 3.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. 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;
 - 3.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3 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 a 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 Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4 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, make payment to the Owner; or
 - .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven (7) 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 Section 5.4,

and the Owner refuses the payment 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.

7. If the Surety elects to act under Section 5.1, 5.2 or 5.3, 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. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- 7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- 7.2 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 Section 5; and
- 7.3 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.

8. If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

9. 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, successors and assigns.

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. 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 a declaration of 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 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 page on which their signature appears.

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. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1 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 Contractor 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.
- 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
- 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with a material term of the Construction Contract.
- 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. 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

SURETY

Company: _____ (Seal)

Company: _____ (Seal)

Signature: _____

Name and Title:

Address:

Signature: _____

Name and Title:

Address:

Payment Bond

Conforms with the American Institute of Architects, AIA Document A312-2010

Bond # CMIFSU 0606709

CONTRACTOR (Name and Address):

Dostals Construction Company, Inc.

13680 S. 220th St.
Gretna, NE 68028

SURETY:

International Fidelity Insurance Company A corporation

One Newark Center
Newark, NJ 07102

Owner (Name and Address):

Sarpy County, Nebraska
1210 Golden Gate Dr.
Papillion, NE 68046-2895

CONSTRUCTION CONTRACT

Date: **December 11, 2012**

Amount:

Two Hundred Sixty-One Thousand Nine Hundred Forty and 19/100 Dollars

\$261,940.19

Description (Name and Location):

Improvements to the Courthouse Administration Parking Lot

BOND

Date (Not earlier than Construction Contract Date): **December 17, 2012**

Amount: **Two Hundred Sixty-One Thousand Nine Hundred Forty and 19/100 Dollars**

\$261,940.19

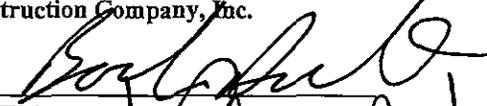
Modifications to this Bond Form: None See Section 18

CONTRACTOR AS PRINCIPAL

Company:

Dostals Construction Company, Inc.

(Seal)

Signature: 

Name and Title: **Bodie Postal**

SURETY

Company:

International Fidelity Insurance Company

(Seal)

Signature: 

Name and Title: **James M. King, Attorney-in-Fact**

(Any additional signatures appear on the last page of this Payment Bond)

(FOR INFORMATION ONLY - Name address and Telephone)

AGENT or BROKER:
Gene Lilly Surety Bonds, Inc.
3440 O St.
Lincoln, NE 68510
402-475-7700

OWNER'S REPRESENTATIVE (ex .Architect, Engineer)

1. The Contractor and 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, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants, who do not have a direct contract with the Contractor,
 - .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - .2 have sent a Claim to the Surety (at the address described in Section 13).
 - 5.2 Claimants, who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Section 13)
6. If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.
7. When a Claimant has satisfied the conditions of Section 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. 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 Surety under this Bond, subject to the Owner's priority to use the funds for completion of the work.

10. 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 the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

11. 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.

12. No suit or action shall be commenced by a Claimant under this bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, 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 provision 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.

13. Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14. 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. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

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

16. Definitions

16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

16.2. 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 Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. 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.

16.3. Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. 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

SURETY

Company: _____ (Seal)

Company: _____ (Seal)

Signature: _____

Signature: _____

Name and Title:

Name and Title:

Address:

Address:

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY** a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

ROBERT T. CIRONE, JACOB J. BUSS, JAMES M. KING

Lincoln, NE.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of **ALLEGHENY CASUALTY COMPANY** at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** have each executed and attested these presents on this 12th day of March, 2012.



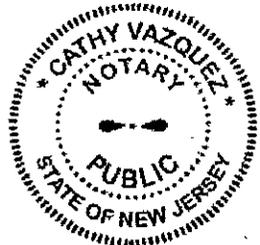
STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Executive Vice President/Chief Operating Officer
(International Fidelity Insurance Company)
and President (Allegheny Casualty Company)



On this 12th day of March 2012, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Mar. 27, 2014

CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 17th day of December, 2012

MARIA BRANCO, Assistant Secretary

Performance Bond

Conforms with the American Institute of Architects, AIA Document A312-2010

Bond # CMIFSU 0606709

CONTRACTOR (Name and Address):

Dostals Construction Company, Inc.
13680 S. 220th St.
Gretna, NE 68028

SURETY:

International Fidelity Insurance Company A corporation
One Newark Center
Newark, NJ 07102

Owner (Name and Address):

Sarpy County, Nebraska
1210 Golden Gate Dr.
Papillion, NE 68046-2895

CONSTRUCTION CONTRACT

Date: **December 11, 2012**

Amount:

Two Hundred Sixty-One Thousand Nine Hundred Forty and 19/100 Dollars **\$261,940.19**

Description (Name and Location):

Improvements to the Courthouse Administration Parking Lot

BOND

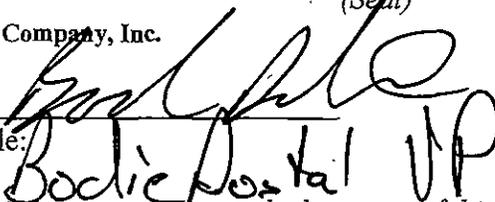
Date (Not earlier than Construction Contract Date): **December 17, 2012**

Amount: **Two Hundred Sixty-One Thousand Nine Hundred Forty and 19/100 Dollars** **\$261,940.19**

Modifications to this Bond Form: None See Section 16

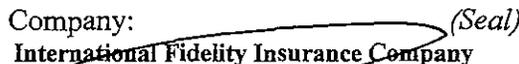
CONTRACTOR AS PRINCIPAL

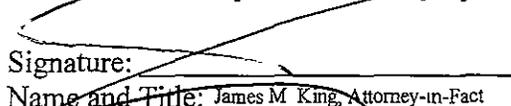
Company:
Dostals Construction Company, Inc.

Signature: 
Name and Title: **Bodie Dostal VP**

(Seal)

SURETY

Company: 
International Fidelity Insurance Company

Signature: 
Name and Title: **James M. King, Attorney-in-Fact**

(Any additional signatures appear on the last page of this Performance Bond)

(FOR INFORMATION ONLY – Name address and Telephone)

AGENT or BROKER:
Gene Lilly Surety Bonds, Inc.
3440 O St.
Lincoln, NE 68510
402-475-7700

OWNER'S REPRESENTATIVE (ex .Architect, Engineer)

1. The Contractor and 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 when applicable to participate in a conference as provided in Section 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this bond shall arise after
 - 3.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. 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;
 - 3.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3 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 a 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 Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4 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, make payment to the Owner; or
 - .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven (7) 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 Section 5.4,

and the Owner refuses the payment 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.

7. If the Surety elects to act under Section 5.1, 5.2 or 5.3, 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.

Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- 7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- 7.2 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 Section 5; and
- 7.3 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.

8. If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

9. 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, successors and assigns.

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. 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 a declaration of 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 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 page on which their signature appears.

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. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1 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 Contractor 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.
- 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
- 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with a material term of the Construction Contract.
- 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. 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

SURETY

Company: _____ (Seal)

Company: _____ (Seal)

Signature: _____

Name and Title:

Address:

Signature: _____

Name and Title:

Address:

Payment Bond

Conforms with the American Institute of Architects, AIA Document A312-2010

Bond # CMIFSU 0606709

CONTRACTOR (Name and Address):

Dostals Construction Company, Inc.
13680 S. 220th St.
Gretna, NE 68028

SURETY:

International Fidelity Insurance Company A corporation
One Newark Center
Newark, NJ 07102

Owner (Name and Address):

Sarpy County, Nebraska
1210 Golden Gate Dr.
Papillion, NE 68046-2895

CONSTRUCTION CONTRACT

Date: **December 11, 2012**

Amount:

Two Hundred Sixty-One Thousand Nine Hundred Forty and 19/100 Dollars **\$261,940.19**

Description (Name and Location):

Improvements to the Courthouse Administration Parking Lot

BOND

Date (Not earlier than Construction Contract Date): **December 17, 2012**

Amount: **Two Hundred Sixty-One Thousand Nine Hundred Forty and 19/100 Dollars** **\$261,940.19**

Modifications to this Bond Form: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: **Dostals Construction Company, Inc.** (Seal)

Signature: *[Handwritten Signature]*
Name and Title: **Bodie Dostal VP**

SURETY

Company: **International Fidelity Insurance Company** (Seal)

Signature: *[Handwritten Signature]*
Name and Title: **James M. King, Attorney-in-Fact**

(Any additional Signatures appear on the last page of this Payment Bond)

(FOR INFORMATION ONLY – Name address and Telephone)

AGENT or BROKER:
Gene Lilly Surety Bonds, Inc.
3440 O St.
Lincoln, NE 68510
402-475-7700

OWNER'S REPRESENTATIVE (ex .Architect, Engineer)

1. The Contractor and 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, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants, who do not have a direct contract with the Contractor,
 - .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - .2 have sent a Claim to the Surety (at the address described in Section 13).
 - 5.2 Claimants, who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Section 13)
6. If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.
7. When a Claimant has satisfied the conditions of Section 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. 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 Surety under this Bond, subject to the Owner's priority to use the funds for completion of the work.

10. 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 the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

11. 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.

12. No suit or action shall be commenced by a Claimant under this bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, 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 provision 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.

13. Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14. 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. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

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

16. Definitions

16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

16.2. 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 Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. 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.

16.3. Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 Owner Default. Failure of the Onwer, which has not be remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. 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

SURETY

Company: _____ (Seal)

Company: _____ (Seal)

Signature: _____

Signature: _____

Name and Title:

Name and Title:

Address:

Address:

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

ROBERT T. CIRONE, JACOB J. BUSS, JAMES M. KING

Lincoln, NE.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 12th day of March, 2012.



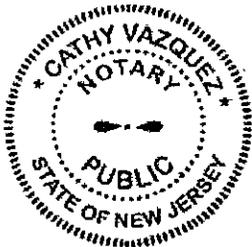
STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Executive Vice President/Chief Operating Officer
(International Fidelity Insurance Company)
and President (Allegheny Casualty Company)



On this 12th day of March 2012, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Mar. 27, 2014

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 17th day of December, 2012

MARIA BRANCO, Assistant Secretary

**Request for Taxpayer
 Identification Number and Certification**

Give Form to the
 requester. Do not
 send to the IRS.

Name (as shown on your income tax return)
Dostals Construction Co. Inc.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required):
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
13680 S 220th St.

City, state, and ZIP code
Bethel NE 68028

List account number(s) here (optional)
53157

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

--	--	--	--	--	--	--	--	--	--

Employer identification number

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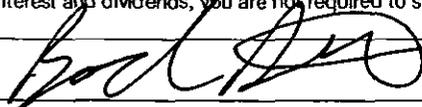
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶  Date ▶ **12-26-12**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

