

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION AWARDING BID FOR VARIOUS ASPHALT OVERLAYS, PROJECT C-77 (13-07)
FOR THE PUBLIC WORKS DEPARTMENT

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2012), 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 2012), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, bids for the asphalt overlays 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.

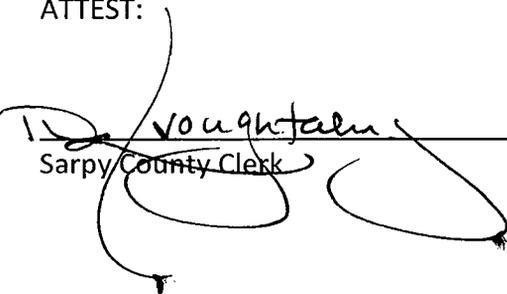
NOW, THEREFORE, be it resolved by this Board of County Commissioners that:

- (1) The low bid of Oldcastle Materials Midwest Co. for the Various Asphalt Overlays Project C-77 (13-07) for Six Hundred Thirty Eight Thousand Two Hundred Ninety Four Dollars and Ninety Two Cents (\$638,294.92) of which Fifty Thousand Seventy Six Dollars and Sixty Six Cents (50,076.66) is the responsibility of the City of Gretna 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 9th day of

April, 2013.


 Sarpy County Board Chairman

ATTEST:

 Sarpy County Clerk

Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE
1210 GOLDEN GATE DRIVE
PAPILLION, NE 68046



Brian Hanson, Purchasing Agent
(402) 593-2349
Debby Peoples, Asst. Purchasing Agent
(402) 593-4164
Beth 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 Various Asphalt Overlays

On April 2, 2013, four (4) bids were opened for Various Asphalt Overlays, Project C-77 (13-07) for the Public Works Department. The bids included a base bid for various Sarpy County roads and an alternate bid for Gretna. It is recommended the bid be awarded to the low bidder, Oldcastle Materials Midwest for the base and alternate bids for a total of \$638,294.92. Sarpy County will be responsible for \$588,218.26 and Gretna will be responsible for the remaining \$50,076.66.

Please contact me with any questions at bgarber@sarpy.com.

April 5, 2013

Beth Garber

Cc: Deb Houghtaling
Mark Wayne
Scott Bovick
Brian Hanson
Denny Wilson



SARPY COUNTY

Dennis L. Wilson, P.E., PhD
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(13-07) – Various Asphalt Overlays

Date: April 5, 2013

On April 2, 2013, bids were opened during the Sarpy County Board of Commissioners Meeting. Sarpy County received for (4) bid proposals for the project, the lowest being from Oldcastle Materials Midwest Company of Omaha, Nebraska with a Base Bid and Alternate of \$638,294.92. The Base Bid for Sarpy County's portion was \$588,218.26 and Alternate Bid for the City of Gretna's portion was \$50,076.66. The Engineer's Estimate for the project Base Bid was \$778,598.65 and Alternate Bid was \$65,285.00, making the Base Bid and Alternate \$843,883.65. The difference in the Bid and the Engineer's Estimate is reasonable given the relatively stable oil prices and the change in NDOR's mix design specifications to allow for a greater percentage of recycled asphalt materials.

Sarpy County will be entering into an Interlocal Agreement with the City of Gretna to be reimbursed for 100% of the costs of the Alternate Bid. Gretna teamed with Public Works in order to allow economies of scale to lower the price of their portion to make it more cost effective to the City.

Therefore, the Sarpy County Engineer recommends the Base Bid and Alternate from Oldcastle Materials Midwest Company of \$638,294.92.

DLW/bjh

Various Asphalt Overlays
Project C-77 (13-07)
for the
Public Works Department

Bid Opening: 3:00 p.m.
Tuesday, April 2, 2013

			Henningsen Constr., Inc.		Dobson Brothers Construction Co.		Oldcastle Materials Midwest Co.		Western Engineering Co., Inc.	
			UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
BUFFALO ROAD										
BARRICADES	LUMP	1	\$4,590.00	\$4,590.00	\$920.93	\$920.93	\$3,070.00	\$3,070.00	\$494.75	\$494.75
1" COLD MILLING	SY	11669	\$0.70	\$8,168.30	\$0.74	\$8,635.06	\$0.60	\$7,001.40	\$0.70	\$8,168.30
3" ASPHALT SURFACING (TYPE SP-4)	SY	11859	\$11.30	\$134,006.70	\$12.02	\$142,545.18	\$10.40	\$123,333.60	\$11.32	\$134,243.88
FULL DEPTH BASE REPAIR	TONS	81	\$142.50	\$11,542.50	\$110.39	\$8,941.59	\$78.60	\$6,366.60	\$77.35	\$6,265.35
4" DRIVE ASPHALT SURFACING (TYPE SP-4)	SY	132	\$15.60	\$2,059.20	\$25.96	\$3,426.72	\$14.20	\$1,874.40	\$17.46	\$2,304.72
TACK COAT	GAL	1779	\$2.00	\$3,558.00	\$1.15	\$2,045.85	\$2.30	\$4,091.70	\$2.15	\$3,824.85
LEVEL LAYER COURSE	TONS	95	\$102.00	\$9,690.00	\$100.00	\$9,500.00	\$89.90	\$8,540.50	\$79.22	\$7,525.90
STRIPING (YELLOW CENTERLINE)	LF	4700	\$0.15	\$705.00	\$0.13	\$611.00	\$0.16	\$752.00	\$0.17	\$799.00
STRIPING (WHITE EDGELINES)	LF	9400	\$0.15	\$1,410.00	\$0.13	\$1,222.00	\$0.16	\$1,504.00	\$0.17	\$1,598.00
EARTHWORK SHOULDERS	STA	47	\$166.00	\$7,802.00	\$100.64	\$4,730.08	\$142.00	\$6,674.00	\$93.85	\$4,410.95
BUFFALO ROAD SUBTOTAL				\$183,531.70		\$182,578.41		\$163,208.20		\$169,635.70
ANGUS ROAD (SARPY)										
BARRICADES	LUMP	1	\$5,760.00	\$5,760.00	\$920.93	\$920.93	\$511.00	\$511.00	\$525.10	\$525.10
1" COLD MILLING	SY	16267	\$0.70	\$11,386.90	\$0.74	\$12,037.58	\$0.54	\$8,784.18	\$0.70	\$11,386.90
3" ASPHALT SURFACING (TYPE SP-4)	SY	16385	\$11.30	\$185,150.50	\$11.58	\$189,738.30	\$10.40	\$170,404.00	\$10.77	\$176,466.45
FULL DEPTH BASE REPAIR	TONS	145	\$142.50	\$20,662.50	\$102.18	\$14,816.10	\$78.00	\$11,310.00	\$70.12	\$10,167.40
4" DRIVE ASPHALT SURFACING (TYPE SP-4)	SY	407	\$15.60	\$6,349.20	\$18.60	\$7,570.20	\$14.20	\$5,779.40	\$17.57	\$7,150.99
TACK COAT	GAL	2458	\$2.00	\$4,916.00	\$1.15	\$2,826.70	\$2.30	\$5,653.40	\$2.15	\$5,284.70
LEVEL LAYER COURSE	TONS	65	\$102.00	\$6,630.00	\$100.00	\$6,500.00	\$89.90	\$5,843.50	\$83.69	\$5,439.85
STRIPING (YELLOW CENTERLINE)	LF	6100	\$0.15	\$915.00	\$0.11	\$671.00	\$0.15	\$915.00	\$0.16	\$976.00
STRIPING (WHITE EDGELINES)	LF	12200	\$0.15	\$1,830.00	\$0.11	\$1,342.00	\$0.15	\$1,830.00	\$0.16	\$1,952.00
EARTHWORK SHOULDERS	STA	61	\$166.00	\$10,126.00	\$103.39	\$6,306.79	\$140.00	\$8,540.00	\$93.85	\$5,724.85
ANGUS ROAD (SARPY) SUBTOTAL				\$253,726.10		\$242,729.60		\$219,570.48		\$225,074.24
ANGUS ROAD (GRETN) ALTERNATE BID										
BARRICADES	LUMP	1	\$2,860.00	\$2,860.00	\$920.93	\$920.93	\$350.00	\$350.00	\$358.90	\$358.90
1" COLD MILLING	SY	3088	\$0.70	\$2,161.60	\$0.74	\$2,285.12	\$0.67	\$2,068.96	\$0.70	\$2,161.60
3" ASPHALT SURFACING (TYPE SP-4)	SY	3122	\$11.30	\$35,278.60	\$11.50	\$35,903.00	\$10.50	\$32,781.00	\$10.77	\$33,623.94
FULL DEPTH BASE REPAIR	TONS	107	\$142.50	\$15,247.50	\$104.34	\$11,164.38	\$78.60	\$8,410.20	\$70.12	\$7,502.84
4" DRIVE ASPHALT SURFACING (TYPE SP-4)	SY	58	\$15.60	\$904.80	\$28.30	\$1,641.40	\$14.20	\$823.60	\$17.57	\$1,019.06
TACK COAT	GAL	468	\$2.00	\$936.00	\$1.15	\$538.20	\$2.30	\$1,076.40	\$2.15	\$1,006.20
LEVEL LAYER COURSE	TONS	15	\$102.00	\$1,530.00	\$100.00	\$1,500.00	\$89.90	\$1,348.50	\$83.69	\$1,255.35
STRIPING (YELLOW CENTERLINE)	LF	1000	\$0.40	\$400.00	\$0.37	\$370.00	\$0.31	\$310.00	\$0.32	\$320.00
STRIPING (WHITE EDGELINES)	LF	2000	\$0.40	\$800.00	\$0.37	\$740.00	\$0.31	\$620.00	\$0.32	\$640.00
EARTHWORK SHOULDERS	STA	11	\$166.00	\$1,826.00	\$143.34	\$1,576.74	\$169.00	\$1,859.00	\$93.85	\$1,032.35
ADJUST MANHOLE TO GRADE	EA	1	\$750.00	\$750.00	\$400.00	\$400.00	\$429.00	\$429.00	\$684.25	\$684.25
ANGUS ROAD (GRETN) SUBTOTAL				\$62,694.50		\$57,039.77		\$50,076.66		\$49,604.49
13TH & KASPER										
BARRICADES	LUMP	1	\$4,500.00	\$4,500.00	\$894.61	\$894.61	\$385.00	\$385.00	\$395.00	\$395.00
1" COLD MILLING - 13TH ST.	SY	4864	\$0.70	\$3,404.80	\$0.74	\$3,599.36	\$0.61	\$2,967.04	\$0.70	\$3,404.80
1/2" COLD MILLING - KASPER ST.	SY	2279	\$1.00	\$2,279.00	\$0.74	\$1,686.46	\$0.54	\$1,230.66	\$0.90	\$2,051.10
3" ASPHALT SURFACING (TYPE SP-4)	SY	7348	\$11.30	\$83,032.40	\$12.05	\$88,543.40	\$10.40	\$76,419.20	\$10.50	\$77,154.00
FULL DEPTH BASE REPAIR	TONS	115	\$142.50	\$16,387.50	\$102.10	\$11,741.50	\$78.60	\$9,039.00	\$70.63	\$8,122.45
4" DRIVE ASPHALT SURFACING (TYPE SP-4)	SY	77	\$15.60	\$1,201.20	\$26.72	\$2,057.44	\$14.20	\$1,093.40	\$22.02	\$1,695.54
TACK COAT	GAL	1102	\$2.00	\$2,204.00	\$1.15	\$1,267.30	\$2.30	\$2,534.60	\$2.15	\$2,369.30
ADJUST MANHOLE TO GRADE	EACH	13	\$750.00	\$9,750.00	\$250.00	\$3,250.00	\$429.00	\$5,577.00	\$684.25	\$8,895.25
ADJUST WATER VALVE TO GRADE	EACH	1	\$600.00	\$600.00	\$175.00	\$175.00	\$323.00	\$323.00	\$447.40	\$447.40
LEVEL LAYER COURSE	TONS	65	\$102.00	\$6,630.00	\$100.00	\$6,500.00	\$89.90	\$5,843.50	\$81.94	\$5,326.10
STRIPING (YELLOW CENTERLINE)	LF	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
STRIPING (WHITE EDGELINES)	LF	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EARTHWORK SHOULDERS	STA	29.21	\$166.00	\$4,848.86	\$107.95	\$3,153.22	\$147.00	\$4,293.87	\$93.85	\$2,741.36
13TH & KASPER SUBTOTAL				\$134,837.76		\$122,868.29		\$109,706.27		\$112,602.30
CORNHUSKER ROAD										
BARRICADES	LUMP	1	\$3,510.00	\$3,510.00	\$894.61	\$894.61	\$447.00	\$447.00	\$458.00	\$458.00
1" COLD MILLING	SY	5892	\$0.70	\$4,124.40	\$0.74	\$4,360.08	\$0.59	\$3,476.28	\$0.70	\$4,124.40
3" ASPHALT SURFACING (TYPE SP-4)	SY	6024	\$11.30	\$68,071.20	\$11.63	\$70,059.12	\$10.40	\$62,649.60	\$10.99	\$66,203.76
FULL DEPTH BASE REPAIR	TONS	135	\$142.50	\$19,237.50	\$95.97	\$12,955.95	\$78.60	\$10,611.00	\$72.94	\$9,846.90
4" DRIVE ASPHALT SURFACING (TYPE SP-4)	SY	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TACK COAT	GAL	904	\$2.00	\$1,808.00	\$1.15	\$1,039.60	\$2.30	\$2,079.20	\$2.15	\$1,943.60
LEVEL LAYER COURSE	TONS	50	\$102.00	\$5,100.00	\$122.51	\$6,125.50	\$89.90	\$4,495.00	\$87.52	\$4,376.00
STRIPING (YELLOW CENTERLINE)	LF	2163	\$0.25	\$540.75	\$0.20	\$432.60	\$0.23	\$497.49	\$0.25	\$540.75
STRIPING (WHITE EDGELINES)	LF	4326	\$0.25	\$1,081.50	\$0.20	\$865.20	\$0.23	\$994.98	\$0.25	\$1,081.50
EARTHWORK SHOULDERS	STA	21.63	\$166.00	\$3,590.58	\$145.79	\$3,153.44	\$152.00	\$3,287.76	\$93.85	\$2,029.98
CORNHUSKER ROAD SUBTOTAL				\$107,063.93		\$99,886.10		\$88,538.31		\$90,604.89
204TH & SCHRAM ROAD										
FULL DEPTH BASE REPAIR	TONS	65	\$207.00	\$13,455.00	\$116.52	\$7,573.80	\$78.60	\$5,109.00	\$79.05	\$5,138.25
3" ASPHALT SURFACING (TYPE SPR)	SY	122	\$16.00	\$1,952.00	\$30.69	\$3,744.18	\$14.50	\$1,769.00	\$19.23	\$2,346.06
Barricades	LUMP	1	\$4,750.00	\$4,750.00	\$920.93	\$920.93	\$317.00	\$317.00	\$350.00	\$350.00
204TH & SCHRAM ROAD SUBTOTAL				\$20,157.00		\$12,238.91		\$7,195.00		\$7,834.31
GRAND TOTAL BID				\$762,010.99		\$717,341.08		\$638,294.92		\$655,355.92
SARPY TOTAL BID				\$699,316.49		\$660,301.31		\$588,218.26		\$605,751.43

CONTRACT AGREEMENT

THIS CONTRACT is made and entered into in TRIPLICATE by and between Sarpy County, Nebraska hereinafter called County, and Oldcastle Materials Midwest Co. 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 Various Asphalt Overlays to include the following: Angus Road, 216th Street to 234th Street; South 13th Street and Kasper Street; Buffalo Road, 132nd Street to 120th Street; 204th Street South of Schram Road, Dip Repair; Cornhusker Road, Sapp Bros. Drive to 152nd Street, Project C-77 (13-07).**

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 Six Hundred Thirty Eight Thousand Two Hundred Ninety Four Dollars and Ninety Two Cents (\$638,294.92) 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. The Contractor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Contractor 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 Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor 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 Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect. 4-108.

9. 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 shall 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 County is to be included as an additional insured on the insurance coverage required under this section.

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 builders risk "all risk" or equivalent policy form with sufficient limits to cover the total value of the Project including all the cost of the material, equipment and/or machinery involved under this Contract. This property insurance shall cover portions of the work and materials stored off-site, on-site and in transit.

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.

10. 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.
11. 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.
12. 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.
13. 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.
14. 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.

15. 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.
16. 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.
17. 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.
18. 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.
19. 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.
20. Contractor **may not** subcontract or assign any portion of Contract without prior written approval from the County.
21. 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 Board Business Office
1210 Golden Gate Dr Ste
Papillion, NE 68046

Contractor: Kyle Timmer
Oldcastle Materials Midwest Co.
14012 Giles Rd.
Omaha, NE 68138

IN WITNESS WHEREOF, the parties hereto have caused these instruments to be executed in THREE original counterparts, this as of this 9th day of April, 2013.



(SEAL)

County of Sarpy, Nebraska
A Body Politic and Corporate

CHAIRMAN: Jim Wane 4/9/2013

ATTEST: _____

CLERK: Debra L. Houghtaling

APPROVED AS TO FORM:

Murphy O'Keefe
COUNTY ATTORNEY/DEPUTY

CONTRACTOR: Oldcastle Materials Midwest Co.

ATTEST:

David R. Barnes
1351 SECRETARY/WITNESS

VICE PRESIDENT: [Signature]

PERFORMANCE BOND

Bond Number: SUR7403076

KNOW ALL MEN BY THESE PRESENTS, that we
OLDCASTLE MATERIALS MIDWEST CO.
14012 GILES ROAD, OMAHA, NE 68138

, as Principal (the "Principal"), and XL Specialty Insurance Company, a corporation duly organized under the laws of the State of Delaware, as Surety (the "Surety"), are held and firmly bound unto
SARPY COUNTY TREASURER, BOARD OF COMMISSIONERS, C/O SARPY COUNTY CLERK ,
1210 GOLDEN GATE DRIVE, PAPANILLION, NE 68046-2895

, as Oblige (the "Oblige"), in the penal sum of Six Hundred Thirty Eight Thousand Two Hundred Ninety Four And 92/100

Dollars (\$638,294.92),

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

WHEREAS, the Principal has by written agreement, dated April 10, 2013, entered into a contract (the "Contract") with the Oblige for PROJECT NO. C-77(13-07) VARIOUS ASPHALT OVERLAYS

which Contract is by reference made a part hereof.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall promptly and faithfully perform the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED AND SUBJECT TO THE CONDITIONS PRECEDENT:

1. Whenever the Principal shall be, and be declared by the Oblige to be in default under the Contract, the Oblige having performed the Oblige's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:
 - 1.1 Complete the contract in accordance with its terms and conditions, or
 - 1.2 Obtain a bid or bids from alternative contracts to complete the Contract in accordance with its terms and conditions, and upon determination by the Surety of the lowest responsible bidder, or if the Oblige elects, upon determination by the Oblige and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the Oblige, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph of this bond. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the Oblige to the Principal under the Contract and any amendments thereto, less the amount properly paid by the Oblige to the Principal.
2. Notwithstanding any other provision of this bond or the Contract, or otherwise, the Surety is not responsible for and shall not be held liable to the Oblige for any hazardous waste removal and the Surety shall not be held liable to, or in any other respect be responsible to, the Oblige by way of indemnity, claims or otherwise, or to any public authority or to any other person, firm or corporation, for or on account of any fines or claims by any public authority or for bodily injuries or property damage to any person or thing, including, but not limited to, injury or damage due to the release or threat of release of hazardous substances of any kind or damage to real estate or to the environment or clean-up costs or other damages of whatever kind or nature arising out of any act of commission or omission by the Principal, the Principal's agents, servants, employees, subcontractors or suppliers or any other person in connection with the performance of the Contract. This limitation applies regardless of when any such fine is assessed, claim is made, or injury, damage, release or threat of release occurs and without regard to any term of condition of the Contract.

3. The Surety hereby waives notice of any alteration or extension of time made by the Oblige.
4. Any suit under the bond must be instituted before the expiration of one (1) year from the date on which the Principal ceased to work on the Contract. 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.
5. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Oblige named herein or the heirs, executors, administrators or successors of the Oblige.

Signed and sealed this 16th day of April, 2013

WITNESS OR ATTEST:

OLDCASTLE MATERIALS MIDWEST CO.

(Seal)

Principal



By:

Name:

Title:



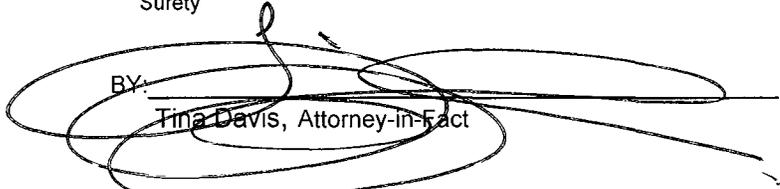
KYLE TIMMER
GENERAL MANAGER

XL Specialty Insurance Company

(Seal)

Surety

BY:



Tina Davis, Attorney-in-Fact

PAYMENT BOND

Bond Number: SUR7403076

KNOW ALL MEN BY THESE PRESENTS, that we
OLDCASTLE MATERIALS MIDWEST CO.
14012 GILES ROAD, OMAHA, NE 68138

, as Principal (the "Principal"), and XL Specialty Insurance Company, a corporation duly organized under the laws of the State of Delaware, as Surety (the "Surety"), are held and firmly bound unto
SARPY COUNTY TREASURER, BOARD OF COMMISSIONERS, C/O SARPY COUNTY CLERK ,
1210 GOLDEN GATE DRIVE, PAPANILLION, NE 68046-2895

, as Obligee (the "Obligee"), in the penal sum of Six Hundred Thirty Eight Thousand Two Hundred Ninety Four And 92/100

Dollars (\$638,294.92),

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

WHEREAS, the Principal has by written agreement, dated April 10, 2013, entered into a contract (the "Contract") with the Obligee for PROJECT NO. C-77(13-07) VARIOUS ASPHALT OVERLAYS

which Contract is by reference made a part hereof.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall promptly make payment to all Claimants, as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED AND SUBJECT TO THE CONDITIONS PRECEDENT:

1. A "Claimant" is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The Principal and the Surety hereby jointly and severally agree with the Obligee that every Claimant, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's work or labor was done or performed, or materials were furnished by such Claimant, may sue on this bond for the use of such Claimant, prosecute the suit to final judgment for such sum or sums as may be justly due Claimant, and have execution thereon. The Obligee shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any Claimant:
 - (a) Unless Claimant, other than one having a direct contract with the Principal, shall have given written notice to the Principal and the Surety within ninety (90) days (or such lesser or greater time period as otherwise permitted by relevant law) after such Claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in separate envelopes addressed to the Principal and Surety.
 - (b) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
 - (c) After the expiration of one (1) year (or such lesser or greater time period as otherwise permitted by relevant law) from the date on which the Principal ceased work on the Contract. 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.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against such improvement, whether or not a claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 16th day of April, 2013

WITNESS OR ATTEST:



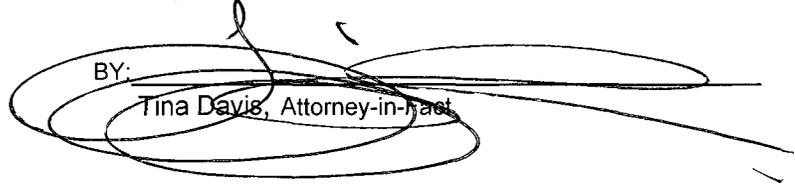
A handwritten signature in black ink, appearing to be 'K. Timmer', written over a horizontal line.

OLDCASTLE MATERIALS MIDWEST CO. (Seal)

Principal

By: 
Name: KYLE TIMMER
Title: GENERAL MANAGER

XL Specialty Insurance Company (Seal)
Surety

BY: 
Tina Davis, Attorney-in-fact

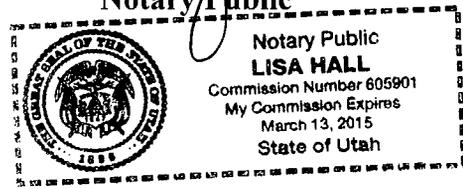
SURETY ACKNOWLEDGMENT

STATE OF UTAH }
COUNTY OF SALT LAKE } SS

On this 16TH day of APRIL, 2013, before me personally came TINA DAVIS to me known, who, being by me duly sworn, did depose and say that she is an Attorney-In-Fact of XL SPECIALTY INSURANCE COMPANY the corporation described in and which executed the within instrument; that she knows the corporate seal of said corporation, that the seal affixed to the within instrument is such corporate seal, and that she signed the said instrument and affixed the said seal as Attorney-In-Fact of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

Lisa Hall

Notary Public





Power of Attorney
 XL Specialty Insurance Company
 Greenwich Insurance Company
 XL Reinsurance America Inc.

THIS IS NOT A BOND NUMBER
 UNLIMITED POWER OF ATTORNEY
 XL1502561

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, Greenwich Insurance Company, Delaware insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York insurance company with offices located at 70 Seaview Avenue, Stamford, CT 06902, do hereby nominate, constitute, and appoint:

Lindsey Plattner, Lisa Hall, Jessica Arnold, Tina Davis

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 13th day of April 2012.

RESOLVED, that Gary Kaplan, David Hewett, William Mills, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, David Hewett, William Mills, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this April 13th, 2012.



**XL SPECIALTY INSURANCE COMPANY
 GREENWICH INSURANCE COMPANY**

By:

David S. Hewett

SENIOR VICE PRESIDENT

Attest:

Toni Ann Perkins

SECRETARY

STATE OF CONNECTICUT
 COUNTY OF FAIRFIELD

On this 13th day of April, 2012, before me personally came David S. Hewett to me known, who, being duly sworn, did depose and say: that he is Senior Vice President of XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.



Kim D. Sliva

NOTARY PUBLIC

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

I, Toni Ann Perkins, Secretary of the XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY a corporation of the State of Delaware, do hereby certify that the above and forgoing is a full, true and correct copy of Power of Attorney issued by said Company, and that I have compared same with the original and that it is a correct transcript there from and of the whole of the original and that the said Power of Attorney is still in full force

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Hartford, this 16TH day of APRIL 2013.



Toni Ann Perkins

SECRETARY

IN WITNESS WHEREOF, XL REINSURANCE AMERICA INC. has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 13th day of April, 2012.



XL REINSURANCE AMERICA INC.

by: *[Signature]*
SENIOR VICE PRESIDENT

Attest: *Toni Ann Perkins*
SECRETARY

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

On this 13th day of April, 2012, before me personally came John P. Welch to me known, who, being duly sworn, did depose and say: that he is President & CEO of XL REINSURANCE AMERICA INC., described in which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto by order and authority of the Board of Directors of said Corporation, and that he executed the said instrument by like order.



Kim D. Sliva

NOTARY PUBLIC

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

I, Toni Ann Perkins, Assistant Secretary of the XL REINSURANCE AMERICA INC. a corporation of the State of New York, do hereby certify that the person who executed this Power of Attorney, with the rights, respectively of XL REINSURANCE AMERICA INC., the above and forgoing is a full, true and correct copy of a Power of Attorney issued by said Corporation, and that I have compared same with the original

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Hartford, this 16TH day of APRIL, 2013



Toni Ann Perkins

SECRETARY

This Power of Attorney may not be used to execute any bond with an inception date after April 13, 2017
SB0041

THIS DOCUMENT IS PRINTED ON A BLUE BACKGROUND

NOTICE TO POLICYHOLDERS

PRIVACY POLICY

The XL America, Inc. Insurance group (the "Companies"), believes personal information that we collect about our customers, potential customers, and proposed insureds (referred to collectively in this Privacy Policy as "customers") must be treated with the highest degree of confidentiality. For this reason and in compliance with the Title V of the Gramm-Leach-Bliley Act ("GLBA"), we have developed a Privacy Policy that applies to all of our companies. For purposes of our Privacy Policy, the term "personal information" includes all information we obtain about a customer and maintain in a personally identifiable way. In order to assure the confidentiality of the personal information we collect and in order to comply with applicable laws, all individuals with access to personal information about our customers are required to follow this policy.

Our Privacy Promise

Your privacy and the confidentiality of your business records are important to us. Information and the analysis of information is essential to the business of Insurance and critical to our ability to provide to you excellent, cost-effective service and products. We understand that gaining and keeping your trust depends upon the security and integrity of our records concerning you. Accordingly, we promise that:

1. We will follow strict standards of security and confidentiality to protect any information you share with us or information that we receive about you;
2. We will verify and exchange information regarding your credit and financial status only for the purposes of underwriting, policy administration, or risk management and only with reputable references and clearinghouse services;
3. We will not collect and use information about you and your business other than the minimum amount of information necessary to advise you about and deliver to you excellent service and products and to administer our business;
4. We will train our employees to handle information about you or your business in a secure and confidential manner and only permit employees authorized to use such information to have access to such information;
5. We will not disclose information about you or your business to any organization outside the XL Insurance group of Companies or to third party service providers unless we disclose to you our intent to do so or we are required to do so by law;
6. We will not disclose medical information about you, your employees, or any claimants under any policy of insurance, unless you provide us with written authorization to do so, or unless the disclosure is for any specific business exception provided in the law;
7. We will attempt, with your help, to keep our records regarding you and your business complete and accurate, and will advise you how and where to access your account information (unless prohibited by law), and will advise you how to correct errors or make changes to that information; and
8. We will audit and assess our operations, personnel and third party service providers to assure that your privacy is respected.

Collection and Sources of Information

We collect from a customer or potential customer only the personal information that is necessary for (a) determining eligibility for the product or service sought by the customer, (b) administering the product or service obtained, and (c) advising the customer about our products and services. The information we collect generally comes from the following sources:

- **Submission** – During the submission process, you provide us with information about you and your business, such as your name, address, phone number, e-mail address, and other types of personal identification information;
- **Quotes** – We collect information to enable us to determine your eligibility for the particular insurance product and to determine the cost of such insurance to you. The information we collect will vary with the type of insurance you seek;
- **Transactions** – We will maintain records of all transactions with us, our affiliates, and our third party service providers, including your insurance coverage selections, premiums, billing and payment information, claims history, and other information related to your account;

NOTICE TO POLICYHOLDERS

- An independent claim adjuster or investigator, or an attorney or expert involved in the claim;
- Persons or organizations that conduct scientific studies, including actuaries and accountants;
- An insurance support organization;
- Another insurer if to prevent fraud or to properly underwrite a risk;
- A state insurance department or other governmental agency, if required by federal, state or local laws; or
- Any persons entitled to receive information as ordered by a summons, court order, search warrant, or subpoena.

Violation of the Privacy Policy

Any person violating the Privacy Policy will be subject to discipline, up to and including termination.

For more information or to address questions regarding this privacy statement, please contact your broker.

NOTICE TO POLICYHOLDERS

- **Claims** – If you obtain insurance from us, we will maintain records related to any claims that may be made under your policies. The investigation of a claim necessarily involves collection of a broad range of information about many issues, some of which does not directly involve you. We will share with you any facts that we collect about your claim unless we are prohibited by law from doing so. The process of claim investigation, evaluation, and settlement also involves, however, the collection of advice, opinions, and comments from many people, including attorneys and experts, to aid the claim specialist in determining how best to handle your claim. In order to protect the legal and transactional confidentiality and privileges associated with such opinions, comments and advice, we will not disclose this information to you; and
- **Credit and Financial Reports** – We may receive information about you and your business regarding your credit. We use this information to verify information you provide during the submission and quote processes and to help underwrite and provide to you the most accurate and cost-effective insurance quote we can provide.

Retention and Correction of Personal Information

We retain personal information only as long as required by our business practices and applicable law. If we become aware that an item of personal information may be materially inaccurate, we will make reasonable effort to re-verify its accuracy and correct any error as appropriate.

Storage of Personal Information

We have in place safeguards to protect data and paper files containing personal information.

Sharing/Disclosing of Personal Information

We maintain procedures to assure that we do not share personal information with an unaffiliated third party for marketing purposes unless such sharing is permitted by law. Personal information may be disclosed to an unaffiliated third party for necessary servicing of the product or service or for other normal business transactions as permitted by law.

We do not disclose personal information to an unaffiliated third party for servicing purposes or joint marketing purposes unless a contract containing a confidentiality/non-disclosure provision has been signed by us and the third party. Unless a consumer consents, we do not disclose "consumer credit report" type information obtained from an application or a credit report regarding a customer who applies for a financial product to any unaffiliated third party for the purpose of serving as a factor in establishing a consumer's eligibility for credit, insurance or employment. "Consumer credit report type information" means such things as net worth, credit worthiness, lifestyle information (piloting, skydiving, etc.) solvency, etc. We also do not disclose to any unaffiliated third party a policy or account number for use in marketing. We may share with our affiliated companies information that relates to our experience and transactions with the customer.

Policy for Personal Information Relating to Nonpublic Personal Health Information

We do not disclose nonpublic personal health information about a customer unless an authorization is obtained from the customer whose nonpublic personal information is sought to be disclosed. However, an authorization shall not be prohibited, restricted or required for the disclosure of certain insurance functions, including, but not limited to, claims administration, claims adjustment and management, detection, investigation or reporting of actual or potential fraud, misrepresentation or criminal activity, underwriting, policy placement or issuance, loss control and/or auditing.

Access to Your Information

Our employees, employees of our affiliated companies, and third party service providers will have access to information we collect about you and your business as is necessary to effect transactions with you. We may also disclose information about you to the following categories of person or entities:

- Your independent insurance agent or broker;

NOTICE TO POLICYHOLDERS

FRAUD NOTICE

Arkansas	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
Colorado	It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claiming with regard to a settlement or award payable for insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.
District of Columbia	WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.
Florida	Any person who knowingly and with intent to injure, defraud, or deceive any insurance company files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.
Hawaii	For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both.
Kentucky	Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.
Louisiana	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
Maine	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or denial of insurance benefits.
Maryland	Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO POLICYHOLDERS

New Jersey	Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.
New Mexico	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.
New York	All Commercial Insurance Forms, Except As Provided for Automobile Insurance: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation. Automobile Insurance Forms: Any person who knowingly makes or knowingly assists, abets, solicits or conspires with another to make a false report of the theft, destruction, damage or conversion of any motor vehicle to a law enforcement agency, the department of motor vehicles or an insurance company, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the value of the subject motor vehicle or stated claim for each violation. Fire Insurance: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime. The proposed insured affirms that the foregoing information is true and agrees that these applications shall constitute a part of any policy issued whether attached or not and that any willful concealment or misrepresentation of a material fact or circumstances shall be grounds to rescind the insurance policy.
Ohio	Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.
Oklahoma	WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.
Pennsylvania	Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties. Automobile Insurance Forms: Any person who knowingly and with intent to injure or defraud any insurer files an application or claim containing any false, incomplete or misleading information shall, upon conviction, be subject to imprisonment for up to seven years and the payment of a fine of up to \$15,000.

PN CW 01 0210

Page 2
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NOTICE TO POLICYHOLDERS

Puerto Rico	Any person who knowingly and with the intention to defraud includes false information in an application for insurance or file, assist or abet in the filing of a fraudulent claim to obtain payment of a loss or other benefit, or files more than one claim for the same loss or damage, commits a felony and if found guilty shall be punished for each violation with a fine of no less than five thousand dollars (\$5,000), not to exceed ten thousand dollars (\$10,000); or imprisoned for a fixed term of three (3) years, or both. If aggravating circumstances exist, the fixed jail term may be increased to a maximum of five (5) years; and if mitigating circumstances are present, the jail term may be reduced to a minimum of two (2) years
Rhode Island	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
Tennessee	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits. Workers Compensation: It is a crime to knowingly provide false, incomplete or misleading information to any party to a workers compensation transaction for the purpose of committing fraud. Penalties include imprisonment, fines and denial of insurance benefits.
Utah	Workers Compensation: Any person who knowingly presents false or fraudulent underwriting information, files or causes to be filed a false or fraudulent claim for disability compensation or medical benefits, or submits a false or fraudulent report or billing for health care fees or other professional services is guilty of a crime and may be subject to fines and confinement in state prison.
Virginia	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
Washington	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
West Virginia	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
All Other States	Any person who knowingly and willfully presents false information in an application for insurance may be guilty of insurance fraud and subject to fines and confinement in prison.

PN CW 01 0210

Page 3
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NOTICE TO POLICYHOLDERS

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL
("OFAC")

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Policyholder Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC and possibly the U.S. Department of State. Please read this Policyholder Notice carefully.

OFAC administers and enforces sanctions policy based on Presidential declarations of "national emergency". OFAC has identified and listed numerous

- Foreign agents
- Front organizations
- Terrorists
- Terrorist organizations
- Narcotics traffickers

as *Specially Designated Nationals and Blocked Persons*. This list can be found on the U.S. Department of the Treasury's web site - <http://www.treas.gov/ofac>.

The Secretary of the Treasury also has identified a number of entities in the insurance, petroleum, and petrochemicals industries determined to be owned or controlled by the Iranian government. Business transactions with any of these entities are expressly prohibited. These entities have been added to OFAC's list of *Financial Institutions Determined To Be Owned or Controlled by the Government of Iran*. This list can be found on the U.S. Department of the Treasury's web site - <http://www.treas.gov/offices/enforcement/lists/>

In accordance with OFAC regulations, or any applicable regulation promulgated by the U.S. Department of State, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance will be immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, neither payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

PN CW 05 1010

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Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON YOU THE CERTIFICATE HOLDER. THIS CERTIFICATE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW. POLICY LIMITS ARE NO LESS THAN THOSE LISTED, ALTHOUGH POLICIES MAY INCLUDE ADDITIONAL SUBLIMIT/LIMITS NOT LISTED BELOW.

This is to Certify that

Oldcastle Materials Midwest Co.
14012 Giles Road
Omaha NE 68138-3603

NAME AND
ADDRESS
OF INSURED



Liberty Mutual.
INSURANCE

is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and Conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

TYPE OF POLICY	EXP DATE	POLICY NUMBER	LIMIT OF LIABILITY	
	<input type="checkbox"/> CONTINUOUS <input type="checkbox"/> EXTENDED <input checked="" type="checkbox"/> POLICY TERM			
WORKERS COMPENSATION	9/1/2013	WA7-C8D-004095-022 WC7-C81-004095-012	COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: ALL STATES EXCLUDING MONOPOLISTIC STATES AND NY WI	EMPLOYERS LIABILITY Bodily Injury by Accident \$1,000,000 Each Accident Bodily Injury By Disease \$1,000,000 Policy Limit Bodily Injury By Disease \$1,000,000 Each Person
COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE	9/1/2013	TB2-C81-004095-112	General Aggregate	\$2,000,000
			Products / Completed Operations Aggregate	\$2,000,000
			Each Occurrence	\$2,000,000
			Personal & Advertising Injury	\$2,000,000 Per Person / Organization
	RETRO DATE		Other FIRE DAMAGE \$100,000	Other PER PROJECT AGGREGATE Medical Exp \$5,000
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> HIRED	9/1/2013	AS2-C81-004095-122		Each Accident—Single Limit \$2,000,000 B.I. And P.D. Combined
				Each Person
				Each Accident or Occurrence
				Each Accident or Occurrence
OTHER EVIDENCE OF COVERAGE			Auto: Comp Ded \$10,000/Coll Ded \$10,000	
ADDITIONAL COMMENTS JOB: Various asphalt overlays, Project C-77 (13-07) Sarpy County Public Works is listed as additional insured.				

* If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

NOTICE OF CANCELLATION: (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW.) BEFORE THE STATED EXPIRATION DATE THE COMPANY WILL NOT CANCEL OR REDUCE THE INSURANCE AFFORDED UNDER THE ABOVE POLICIES UNTIL AT LEAST 30 DAYS NOTICE OF SUCH CANCELLATION HAS BEEN MAILED TO:

Liberty Mutual Insurance Group

Certificate Holder

Sarpy County Public Works
1210 Golden Gate Drive
Papillion NE NE 68046-

J. Balazentis

Judith Balazentis

Pittsburgh / 0387 AUTHORIZED REPRESENTATIVE
12 Federal Street, Ste. 310
Pittsburgh PA 15212-5706 412-231-1331 4/19/2013
OFFICE PHONE DATE ISSUED

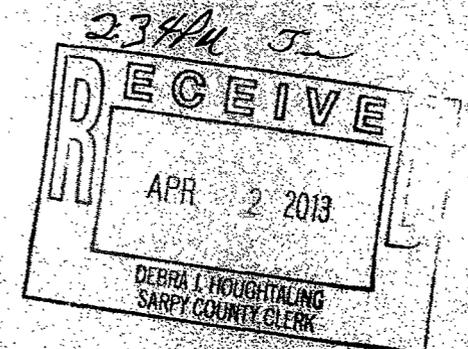
This certificate is executed by LIBERTY MUTUAL INSURANCE GROUP as respects such insurance as is afforded by those Companies NM 772 07-10

Oldcastle Materials Midwest Co.
14012 Giles Road
Omaha, NE 68138

Deb Houghtaling
Sarpy County Clerk's Office
1210 Golden Gate Drive
Papillion, NE 68046

Bid Security: Sarpy County Project No. C-77 (13-07)
Various Asphalt Overlays
April 2, 2013 @ 3:00 P.M.

Deb Houghtaling
Sarpy County Clerk's Office
1210 Golden Gate Drive
Papillion NE 68046



CONTRACTOR

Sarpy County, Nebraska

Various Asphalt Overlays to include the following: Angus Road, 216th Street to 234th Street; South 13th Street and Kasper Street; Buffalo Road, 132nd Street to 120th Street; 204th Street South of Schram Road, Dip Repair; Cornhusker Road, Sapp Bros. Drive to 152nd Street, Project C-77 (13-07)

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:

ITEM	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
BUFFALO ROAD				
BARRICADES	LUMP	SUM JOB	\$ 3070.00	\$ 3070.00
1" COLD MILLING	SY	11669	\$0.60	\$7001.40
3" ASPHALT SURFACING (TYPE SPR)	SY	11859	\$ 10.40	\$ 123,333.60
FULL DEPTH BASE REPAIR	TONS	81	\$ 78.60	\$ 6,366.60
4" DRIVE ASPHALT SURFACING (TYPE SPR)	SY	132	\$ 14.20	\$ 1,874.40
TACK COAT	GAL	1779	\$ 2.30	\$ 4,091.70
LEVEL LAYER COURSE	TONS	95	\$ 89.90	\$ 8,540.50
STRIPING (YELLOW CENTERLINE)	LF	4700	\$ 0.16	\$ 752.00
STRIPING (WHITE EDGELINES)	LF	9400	\$ 0.16	\$ 1,504.00
EARTHWORK SHOULDERS	STA	47	\$ 142.00	\$ 6,674.00
BUFFALO ROAD SUBTOTAL				\$ 163,208.20
ANGUS ROAD (SARPY)				
BARRICADES	LUMP	SUM JOB	\$ 511.00	\$ 511.00

Oldcastle Materials Midwest Co.

CONTRACTOR

1" COLD MILLING	SY	16267	\$ 0.54	\$ 8,784.18
3" ASPHALT SURFACING (TYPE SPR)	SY	16385	\$ 10.40	\$ 170,404.00
FULL DEPTH BASE REPAIR	TONS	145	\$ 78.60	\$ 11,397.00
4" DRIVE ASPHALT SURFACING (TYPE SPR)	SY	407	\$ 14.20	\$ 5,779.40
TACK COAT	GAL	2458	\$ 2.30	\$ 5,653.40
LEVEL LAYER COURSE	TONS	65	\$ 89.90	\$ 5,843.50
STRIPING (YELLOW CENTERLINE)	LF	6100	\$ 0.15	\$ 915.00
STRIPING (WHITE EDGELINES)	LF	12200	\$ 0.15	\$ 1,830.00
EARTHWORK SHOULDERS	STA	61	\$ 140.00	\$ 8,540.00
ANGUS ROAD (SARPY) SUBTOTAL				\$ 219,657.48
ANGUS ROAD (GRETNA) - ALTERNATE BID				
BARRICADES	LUMP	SUM JOB	\$ 350.00	\$ 350.00
1" COLD MILLING	SY	3088	\$ 0.67	\$ 2,068.96
3" ASPHALT SURFACING (TYPE SPR)	SY	3122	\$ 10.50	\$ 32,781.00
FULL DEPTH BASE REPAIR	TONS	107	\$ 78.60	\$ 8,410.20
4" DRIVE ASPHALT SURFACING (TYPE SPR)	SY	58	\$ 14.20	\$ 823.60
TACK COAT	GAL	468	\$ 2.30	\$ 1,076.40
LEVEL LAYER COURSE	TONS	15	\$ 89.90	\$ 1,348.50
STRIPING (YELLOW CENTERLINE)	LF	1000	\$ 0.31	\$ 310.00
STRIPING (WHITE EDGELINES)	LF	2000	\$ 0.31	\$ 620.00
EARTHWORK SHOULDERS	STA	11	\$ 169.00	\$ 1,859.00
ADJUST MANHOLE TO GRADE	EA	1	\$ 429.00	\$ 429.00
ANGUS ROAD (GRETNA) SUBTOTAL				\$ 50,076.66
13TH & KASPER				
BARRICADES	LUMP	SUM JOB	\$385.00	\$ 385.00
1" COLD MILLING - 13 TH ST.	SY	4864	\$ 0.61	\$ 2,967.04
½" COLD MILLING - KASPER ST.	SY	2279	\$ 0.54	\$ 1,230.66
3" ASPHALT SURFACING (TYPE SPR)	SY	7348	\$ 10.40	\$ 76,419.20

CONTRACTOR

FULL DEPTH BASE REPAIR	TONS	115	\$ 78.60	\$ 9,039.00
4" DRIVE ASPHALT SURFACING (TYPE SPR)	SY	77	\$ 14.20	\$ 1,093.40
TACK COAT	GAL	1102	\$ 2.30	\$ 2,534.60
ADJUST MANHOLE TO GRADE	EA	13	\$ 429.00	\$ 5,577.00
ADJUST WATER VALVE TO GRADE	EA	1	\$ 323.00	\$ 323.00
LEVEL LAYER COURSE	TONS	65	\$ 89.90	\$ 5,843.50
STRIPING (YELLOW CENTERLINE)	LF	0	\$ 0.00	\$ 0.00
STRIPING (WHITE EDGELINES)	LF	0	\$ 0.00	\$ 0.00
EARTHWORK SHOULDERS	STA	29.21	\$ 147.00	\$ 4,293.87
13TH & KASPER SUBTOTAL				\$ 109,706.27
CORNHUSKER ROAD				
BARRICADES	LUMP	SUM JOB	\$ 447.00	\$ 447.00
1" COLD MILLING	SY	5892	\$ 0.59	\$ 3,476.28
3" ASPHALT SURFACING (TYPE SPR)	SY	6024	\$ 10.40	\$ 62,649.60
FULL DEPTH BASE REPAIR	TONS	135	\$ 78.60	\$ 10,611.00
4" DRIVE ASPHALT SURFACING (TYPE SPR)	SY	0	\$ 0.00	\$ 0.00
TACK COAT	GAL	904	\$ 2.30	\$ 2,079.20
LEVEL LAYER COURSE	TONS	50	\$ 89.90	\$ 4,495.00
STRIPING (YELLOW CENTERLINE)	LF	2163	\$ 0.23	\$ 497.49
STRIPING (WHITE EDGELINES)	LF	4326	\$ 0.23	\$ 994.98
EARTHWORK SHOULDERS	STA	21.63	\$ 152.00	\$ 3,287.76
CORNHUSKER ROAD SUBTOTAL				\$ 88,538.31
204TH & SCHRAM ROAD				
FULL DEPTH BASE REPAIR	TONS	65	\$ 78.60	\$ 5,109.00
3" ASPHALT SURFACING (TYPE SPR)	SY	122	14.50	1,769.00
BARRICADES	LUMP	SUM JOB	317.00	317.00
204TH & SCHRAM ROAD SUBTOTAL				\$ 7,195.00

CONTRACTOR Oldcastle Materials Midwest Co.

GRAND TOTAL BASE BID	\$ 588,305.26
GRAND TOTAL ALTERNATE BID	\$ 638,381.92

*Prices are to be F.O.B. - Sarpy County, Nebraska

CONTRACTOR START DATE:

ON OR BEFORE MAY 13, 2013

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. **Substantial Completion must be on or before Monday, June 10, 2013. Final Completion shall be complete within thirty (30) calendar days of Substantial Completion.**

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 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.

CONTRACTOR Oldcastle Materials Midwest Co.

Company Information:

Years in business: 27

of employees 175

Total sales last 3 years \$32,000,000.00
\$36,000,000.00
\$39,000,000.00

References:

Company Name: Martin Marietta Materials
Address: PO Box 448, Weeping Water, NE 68463
Contact Name: Terry Rogers Phone Number: 402-267-2455
Fax Number: 402-267-3455 Date of Purchase: _____

Company Name: Flint Hills Resources
Address: 7075 N 14th Avenue, Omaha, NE 68112
Contact Name: Lindsey Kuzma Phone Number: 402-341-8737
Fax Number: 402-341-3110 Date of Purchase: _____

Company Name: Jebro Inc.
Address: 2303 Bridgeport Drive, Sioux City, IA 51111
Contact Name: Mike Spohr Phone Number: 800-831-8037
Fax Number: 712-277-8451 Date of Purchase: _____

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.

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

Addendum #1 March 28, 2013
Addendum #2 _____

CONTRACTOR Oldcastle Materials Midwest Co.

Oldcastle Materials Midwest Co.

Company Name



Authorized Signature

14012 GILES ROAD

Address

OMAHA, NEBRASKA

City, State & Zip 68138

KYLE TIMMER

Company Representative (Please print)

402-895-6666

Telephone Number

402-895-3697

Fax Number

9KINLOCIT@OM9MIDWEST.COM

E-Mail Address

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

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **OLDCASTLE MATERIALS MIDWEST CO.**

as Principal, hereinafter called the Principal, and **XL SPECIALTY INSURANCE COMPANY**

a corporation duly organized under the laws of the State of **DELAWARE**
as Surety, hereinafter called the Surety, are held and firmly bound unto **SARPY COUNTY TREASURER , SARPY COUNTY, NEBRASKA**

as Obligee, hereinafter called the Obligee, in the sum of **FIVE PERCENT OF AMOUNT BID**

Dollars (\$5%),

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

WHEREAS, the Principal has submitted a bid for **SARPY COUNTY PROJECT NO. C-77 (13-07) , VARIOUS ASPHALT OVERLAYS, SARPY COUNTY , NEBRASKA**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 2ND day of APRIL, 2013.

(Witness)

(Witness)

OLDCASTLE MATERIALS MIDWEST CO.
(Principal) (Seal)

KYLE TIMMER GENERAL MANAGER (Title)

XL SPECIALTY INSURANCE COMPANY
(Surety) (Seal)

DAVID R. BARNES (Title) Attorney-In-Fact



Power of Attorney
XL Specialty Insurance Company
Greenwich Insurance Company
XL Reinsurance America Inc.

THIS IS NOT A BOND NUMBER
LIMITED POWER OF ATTORNEY
XL1503079

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, Greenwich Insurance Company, Delaware insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York insurance company with offices located at 70 Seaview Avenue, Stamford, CT 06902, do hereby nominate, constitute, and appoint:

David R. Barnes, Paul Lienke, James M. Davis

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for Oldcastle Materials Midwest Co. dba Omni Engineering for the penal sum of no one of which is in any event to exceed \$10,000,000.00 - FOR BID BONDS ONLY.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 23rd day of May 2012.

RESOLVED, that Gary Kaplan, David Hewett, William Mills, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, David Hewett, William Mills, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this May 23rd, 2012.



**XL SPECIALTY INSURANCE COMPANY
GREENWICH INSURANCE COMPANY**

By: *David S. Hewett*
SENIOR VICE PRESIDENT

Attest: *Toni Ann Perkins*
SECRETARY

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

On this 23rd day of May, 2012, before me personally came David S. Hewett to me known, who, being duly sworn, did depose and say: that he is Senior Vice President of XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.



Kim D. Sliva
NOTARY PUBLIC

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

I, Toni Ann Perkins, Secretary of the XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY a corporation of the State of Delaware, do hereby certify that the above and forgoing is a full, true and correct copy of Power of Attorney issued by said Company, and that I have compared same with the original and that it is a correct transcript there from and of the whole of the original and that the said Power of Attorney is still in full force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Hartford, this ___ day of _____



Toni Ann Perkins
SECRETARY

IN WITNESS WHEREOF, XL REINSURANCE AMERICA INC. has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 23rd day of May, 2012.



XL REINSURANCE AMERICA INC.

by: *J. [Signature]*
SENIOR VICE PRESIDENT

Attest: *Toni Ann Perkins*
SECRETARY

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

On this 23rd day of May, 2012, before me personally came John P. Welch to me known, who, being duly sworn, did depose and say: that he is President & CEO of XL REINSURANCE AMERICA INC., described in which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto by order and authority of the Board of Directors of said Corporation, and that he executed the said instrument by like order.



Kim D. Seiva
NOTARY PUBLIC

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

I, Toni Ann Perkins, Assistant Secretary of the XL REINSURANCE AMERICA INC. a corporation of the State of New York, do hereby certify that the person who executed this Power of Attorney, with the rights, respectively of XL REINSURANCE AMERICA INC., the above and forgoing is a full, true and correct copy of a Power of Attorney issued by said Corporation, and that I have compared same with the original

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Hartford, this ___ day of _____



Toni Ann Perkins
SECRETARY

This Power of Attorney may not be used to execute any bond with an inception date after May 23, 2017
SB0041

THIS DOCUMENT IS PRINTED ON A BLUE BACKGROUND

Deb Houghtaling Sarpy County Clerk

Renee Lansman
Chief Deputy

1210 Golden Gate Drive • Papillion, Nebraska 68046-2895
Phone: 402-593-2105 • Fax: 402-593-4471 • Website www.Sarpy.com • Email: Clerk@sarpy.com

April 10, 2013

Kyle Timmer
Oldcastle Materials Midwest Co.
14012 Giles Road
Omaha NE 68138

RE: Bid Award for various asphalt overlays

Action by the Sarpy County Board of Commissioners, at the meeting of April 9, 2013 is as follows:

Public Hearing and Resolution 2013-94: Award bid for various asphalt overlays, Project C-77 (13-07) for the Public Works Department. Beth Garber, Purchaser

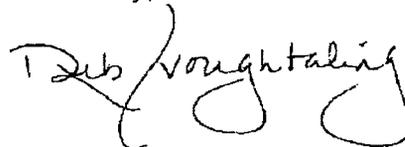
MOTION: After a public hearing, Carlisle resolved, seconded by Thompson, to approve the resolution and accept the low bid of Oldcastle Materials Midwest Co. in the amount of \$638,294.92 of which \$50,076.66 is the responsibility of the City of Gretna. Ayes: Kelly, Thompson, Richards, Carlisle & Warren. Nays: None.

Please find enclosed three (3) originals of the agreement which has been approved and signed by the Chairman of the Board. Upon completion please provide **two originals** for Sarpy County records.

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