

14 / 000447

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION AWARDING BID FOR MARV HOLUBAR TRAIL, PROJECT C-77 (13-06)
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 Marv Holubar Trail, Project C-77 (13-06) have been solicited, made, opened and reviewed pursuant to applicable Nebraska State Statutes; and,

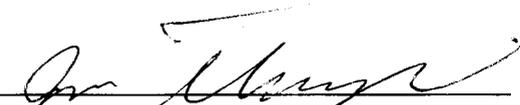
WHEREAS, based on those proceedings, and after a public hearing, this Board has duly deliberated and considered the bids received; and,

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 Tab Construction Co. for Marv Holubar Trail, Project C-77 (13-06) in the amount of Four Hundred Sixteen Thousand Six Hundred Eighty Eight Dollars and Five Cents (\$416,688.05) is accepted, ratified, and confirmed contingent upon Nebraska Game and Parks Commission's final approval of the bid.
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 25th day of March, 2014.


 Sarpy County Board Chairman





Sarpy County Project C-77 (13-06)

Description	Quantity	Unit	Swain Construction, Inc.		Tab Construction Co.		Mackie Construction, Inc.	
			Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1 Mobilization	1	LS	\$48,321.00	\$48,321.00	\$17,700.00	\$17,700.00	\$34,472.86	\$34,472.86
2 Clearing and Grubbing - General	1	LS	\$49,057.00	\$49,057.00	\$18,700.00	\$18,700.00	\$16,044.80	\$16,044.80
3 Clear and Grub Tree Over 9" to 18" Diameter	1	EA	\$3,037.00	\$3,037.00	\$530.00	\$530.00	\$977.50	\$977.50
4 Remove Sign and Post	2	EA	\$396.00	\$792.00	\$62.00	\$124.00	\$40.76	\$81.52
5 Remove Concrete Girder	1	LS	\$6,549.00	\$6,549.00	\$3,700.00	\$3,700.00	\$2,254.00	\$2,254.00
6 Adjust Manhole to Grade	3	EA	\$395.00	\$1,185.00	\$155.00	\$465.00	\$563.50	\$1,690.50
7 Adjust Water Valve to Grade	2	EA	\$255.00	\$510.00	\$155.00	\$310.00	\$248.40	\$496.80
8 Remove and Reinstall Flared End Section	1	EA	\$896.00	\$896.00	\$336.00	\$336.00	\$362.25	\$362.25
9 Remove Area Inlet	1	EA	\$1,282.00	\$1,282.00	\$492.00	\$492.00	\$575.00	\$575.00
10 Remove and Reinstall 24" CMP Culvert	108	LF	\$141.00	\$15,228.00	\$45.20	\$4,881.60	\$101.20	\$10,929.60
11 Aggregate Bedding	75	TON	\$30.95	\$2,321.25	\$14.15	\$1,061.25	\$25.07	\$1,880.25
12 Construct 18" Flared End Section	1	EA	\$284.00	\$284.00	\$226.00	\$226.00	\$334.65	\$334.65
13 Construct 18" Corrugated Steel Pipe Culvert	127	LF	\$101.00	\$12,827.00	\$49.30	\$6,261.10	\$71.88	\$9,128.76
14 Construct 24" Corrugated Steel Pipe Culvert	66	LF	\$112.00	\$7,392.00	\$72.30	\$4,771.80	\$148.93	\$9,829.38
15 Construct 36" Corrugated Steel Pipe Culvert	22	LF	\$100.00	\$2,200.00	\$70.90	\$1,559.80	\$112.70	\$2,479.40
16 Construct Timber Pipe Support (15"-48")	2	EA	\$4,136.00	\$8,272.00	\$3,040.00	\$6,080.00	\$5,652.25	\$11,304.50
17 Construct Area Inlet, Type II	1	EA	\$6,244.00	\$6,244.00	\$4,024.00	\$4,024.00	\$3,709.90	\$3,709.90
18 Silt Fence	3,900	LF	\$3.96	\$15,444.00	\$2.00	\$7,800.00	\$4.43	\$17,277.00
19 Erosion Control Blanket	3,000	SY	\$2.16	\$6,480.00	\$2.00	\$6,000.00	\$2.13	\$6,390.00
20 Construct Rip Rap, Type "A"	180	TON	\$78.80	\$14,184.00	\$45.60	\$8,208.00	\$74.18	\$13,352.40
21 Seeding, Type A	7,500	SY	\$0.41	\$3,075.00	\$0.40	\$3,000.00	\$0.40	\$3,000.00
22 Seeding, NRD Rural Mixture	11,200	SY	\$0.29	\$3,248.00	\$0.30	\$3,360.00	\$0.29	\$3,248.00
23 Stabilized Construction Entrance	40	TON	\$37.00	\$1,480.00	\$22.00	\$880.00	\$24.15	\$966.00
24 Earthwork (Excavation)	2,215	CY	\$24.95	\$55,264.25	\$16.00	\$35,440.00	\$7.82	\$17,321.30
25 Bank Repair	450	CY	\$32.05	\$14,422.50	\$12.80	\$5,760.00	\$25.30	\$11,385.00
25 Excess Material Haul-Off	1,000	CY	\$11.70	\$11,700.00	\$16.00	\$16,000.00	\$13.23	\$13,230.00
27 Subgrade Preparation	5,700	SY	\$2.39	\$13,623.00	\$1.55	\$8,835.00	\$2.07	\$11,799.00
28 6-Inch Concrete Pavement (Type L65)	3,920	SY	\$44.65	\$175,028.00	\$29.70	\$116,424.00	\$32.64	\$127,948.80
29 4" Colored Median Surfacing (Imprinted)	4,015	SF	\$4.94	\$19,834.10	\$10.15	\$40,752.25	\$8.86	\$35,572.90
30 Construct Concrete Curb Ramp	132	SF	\$11.55	\$1,524.60	\$16.00	\$2,112.00	\$6.02	\$794.64
31 Detectable Warning Panel	80	SF	\$18.25	\$1,460.00	\$26.65	\$2,132.00	\$18.05	\$1,444.00
32 Permanent Painted Pavement Marking - 24" White	120	LF	\$7.59	\$910.80	\$7.00	\$840.00	\$3.11	\$373.20
33 Construct Sign, Type W11-15	5	EA	\$245.00	\$1,225.00	\$224.00	\$1,120.00	\$204.03	\$1,020.15
34 Construct "No Parking On Trail" Sign	9	EA	\$216.00	\$1,944.00	\$197.00	\$1,773.00	\$167.67	\$1,509.03
35 Grind Existing Curb	54	LF	\$5.84	\$315.36	\$10.00	\$540.00	\$10.35	\$558.90
36 Construct Segmental Retaining Wall	4,030	SF	\$29.80	\$120,094.00	\$16.05	\$64,681.50	\$15.90	\$64,077.00
37 48" Pipe Railing	345	LF	\$23.35	\$8,055.75	\$21.35	\$7,365.75	\$70.77	\$24,415.65
38 Construction Staking	1	LS	\$12,731.00	\$12,731.00	\$11,620.00	\$11,620.00	\$12,535.00	\$12,535.00
39 Remove and Reinstall Sign	1	EA	\$274.00	\$274.00	\$822.00	\$822.00	\$133.03	\$133.03
Total Bid				\$648,714.61		\$416,688.05		\$474,902.67

Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE
1210 GOLDEN GATE DRIVE SUITE 1220
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 Bid for Marv Holubar Trail

On March 18, 2014, three (3) bids were opened for the Marv Holubar Trail Project C-77 (13-06) for the Public Works Department. After reviewing the bids it is recommended the bid be awarded to the low bidder, Tab Construction Co. for \$416,688.05. Tab Construction is a larger construction firm within the Omaha area that has been in business for over 20 years and has done satisfactory business with the County.

The project will be funded partially through a federal grant. The County was awarded \$164,600 in federal funds through the Nebraska Games and Park Commission (NGPC) to develop and extend the trail. This funding requires a match of \$41,200 of which the City of Bellevue has agreed to contribute \$12,360 along with 25% of future trail maintenance. County matching funds will be paid out of the Public Works budget.

The NGPC requests the bid award be contingent upon their review and approval. It is anticipated NGPC will review the bids prior to the March 25th Board meeting and the Board will be provided with a copy of the NGPC findings.

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

March 20, 2014

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(13-06) – Marv Holubar Trail

Date: March 21, 2014

On March 18, 2014, bids were opened during the Sarpy County Board of Commissioners Meeting for the above referenced project. Sarpy County received three (3) bid proposals for the project, the lowest being from TAB Construction Company of Omaha, Nebraska, with a total bid of \$416,688.05 which was lower than the Engineer's Estimate of \$464,909.00. The two (2) lowest bids were near or below the Engineer's Estimate, and were relatively competitive.

As this project is receiving partial reimbursement from the Nebraska Game and Parks Commission's Recreational Trails Program, the Nebraska Game and Parks must also review and recommend approval of the bid. Therefore this recommendation is conditional upon approval from Nebraska Game and Parks Commission (NGPC). The NGPC is scheduled to have reviewed and approved the recommendation prior to this March 25th Board Meeting and Public Works will provide the NGPC's findings to the Board as soon as they are received.

Therefore, the Sarpy County Engineer recommends the Bid from TAB Construction Company with a total bid of \$416,688.05. Please let me know if you have any questions.



Nebraska Game and Parks Commission

2200 N. 33rd St. • P.O. Box 30370 • Lincoln, NE 68503-0370 • Phone: 402-471-0641 • Fax: 402-471-5528

March 25, 2014

Gregg Nisotis
Sarpy County
15100 So. 84th Street
Papillion, NE 68046

RE: RTP 2012 (003), Marv Holubar Trail

Dear Gregg:

I am in receipt of the bid tabulation and the proof of advertisement publication, along with your letter requesting concurrence with the County's choice, Tab Construction as the successful bid for the contract to develop the Marv Holubar Trail for a total of \$416,688.05. After reviewing the information you provided, Nebraska Game and Parks Commission does concur with the County's choice. The County may now enter into contracts with Tab Construction.

Once you have entered into contracts with Tab Construction, please send a copy of the executed agreement to me for my files. The County may begin construction. It is important to note that the County does not have to wait until the entire project is built to receive reimbursement.

If you have questions regarding this, please do not hesitate to contact me at (402) 471-5425 or email me at michelle.stryker@nebraska.gov.

Sincerely,

A handwritten signature in black ink that reads "Michelle Stryker". The signature is written in a cursive style.

Michelle Stryker
Planning & Programming Division Administrator

CONTRACT AGREEMENT

THIS CONTRACT is made and entered into in DUPLICATE by and between Sarpy County, Nebraska hereinafter called County, and Tab Construction Co., Inc. 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 Marv Holubar Trail, Project C-77 (13-06).

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 Four Hundred Sixteen Thousand Six Hundred Eighty Eight Dollars and Five Cents (\$416,688.05) 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 in 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 has 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 affect 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 MUST adhere to the environmental commitments section of the Federal Aid Recreational Trail Funding Categorical Exclusion form attached as part of the plans and specifications.
22. 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. Suite 1250
Papillion, NE 68046

Contractor: Ms. Marcia Gomez
Tab Construction Co.
4153 S. 67th St.
Omaha, NE 68117

IN WITNESS WHEREOF, the parties hereto have caused these instruments to be executed in THREE original counterparts, this as of this 25th day of March, 2014.



(SEAL)

County of Sarpy, Nebraska
A Body Politic and Corporate

ATTEST: [Signature]
CLERK: _____

CHAIRMAN: [Signature] 3/25/14

APPROVED AS TO FORM:
[Signature]
COUNTY ATTORNEY/DEPUTY

CONTRACTOR: TAB CONSTRUCTION

ATTEST:
[Signature]
SECRETARY/WITNESS

PRESIDENT: [Signature]

SC-1 of SC-2
Supplementary Conditions

Copies of Documents

- A. Owner shall furnish to Contractor up to 5 printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

Subsurface and Physical Conditions

- C. The following reports of explorations and tests of subsurface and physical conditions at or contiguous to the Site are known to Owner:
1. Report dated May 6, 2013, prepared by The Schemmer Associates Inc., entitled: "Report of Geotechnical Exploration, Marv Holubar Trail. The "technical data" contained in such report upon which Contractor may rely are boring logs, soil information, soil testing. The report is available in Appendix A.
 2. Report dated July 1, 2013, prepared by Terracon Consultants, Inc., entitled: Wetland Delineation Report, Proposed Marv Holubar Trail C-77 (13-6). The "technical data" contained in such report upon which Contractor may rely are the identification of wetlands and waters of the U.S. on the project site. The report is available by request.

Permits

- A. Contractor is responsible for complying with the requirements of permits for the project that Owner has obtained, or is in the process of obtaining (per Paragraph 6.08 A, Contractor is responsible for obtaining all other permits necessary for the project.)
1. Section 404 authorization: Contractor shall take all necessary management measures, and conduct its work to comply with the requirements and regulations of Section 404 authorization that Owner has obtained from the U.S. Army Corps of Engineers to include avoiding/protecting all wetland areas.
 2. Permit to Occupy Right-of-Way: Contractor shall conduct its work to comply with the requirements of the Permit to Occupy Right-of-Way that the Owner has obtained from the Nebraska Department of Roads.
 3. NPDES Construction Storm Water Permit: Contractor shall take all necessary management measures, and conduct its work to comply with the requirements and regulations of NPDES Permit that Owner has obtained from the Nebraska Department of Environmental Quality and also in compliance with the Papillion Creek Watershed Partnership requirements. Permit available from owner/engineer.
 4. Bellevue Soccer Grading Easement: Contractor shall restore easement area to pre-construction condition as outlined in agreement elsewhere in this contract. Contractor will also work with Bellevue Soccer Complex to relocate existing sign to a new location near Bellevue Soccer Complex entrance. Care shall be taken to not disturb existing backflow preventer.

SC-2 of SC-2
Supplementary Conditions

5. Contractor shall familiarize himself with the requirements and provisions of all necessary project permits and shall be solely responsible for implementing and maintaining all measures of these permits. To the fullest extent allowed by Laws and Regulations, the Contractor shall indemnify and hold harmless the Owner, Engineer and Engineer's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Contractor's failure to comply with the conditions and requirements of these permits.

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A311

Performance Bond

Bond No.: NEC 45055

KNOW ALL MEN BY THESE PRESENTS: that TAB Holding Company, Inc. dba TAB Construction
(Here insert full name and address or legal title of Contractor)

4153 S 67th St., Omaha, NE 68117

as Principal, hereinafter called Contractor, and, Merchants Bonding Company (Mutual)
(Here insert full name and address or legal title of Surety)
2100 Fleur Drive Des Moines, IA 50321-1158

as Surety, hereinafter called Surety, are held and firmly bound unto Sarpy County Nebraska
(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called Owner, in the amount of Four Hundred Sixteen Thousand Six Hundred Eighty

Eight and 05/100 Dollars Dollars (\$ 416,688.05)

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, TAB Holding Company, Inc. dba TAB Construction

Contractor has by written agreement dated March 28, 2014, entered into a contract with Owner for
Marv Holubar Trail Project C-77(13-06)

in accordance with Drawings and Specifications prepared by
(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, 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 hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this 7th day of April 2014

PRINCIPAL:

TAB Holding Company, Inc. dba TAB Construction



SURETY: Merchants Bonding Company (Mutual)


Attorney-In-Fact
Shannon Klein

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A311

Labor and Material Payment Bond

Bond No.: NEC 45055

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that TAB Holding Company, Inc. dba TAB Construction
(Here insert full name and address or legal title of Contractor)

4153 S 67th St., Omaha, NE 68117

as Principal, hereinafter called Principal, and Merchants Bonding Company (Mutual)
(Here insert full name and address or legal title of Surety)
2100 Fleur Drive Des Moines, IA 50321-1158

as Surety, hereinafter called Surety, are held and firmly bound unto Sarpy County Nebraska
(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of Four Hundred Sixteen Thousand Six Hundred Eighty Eight and 05/100 Dollars
(Here insert a sum equal to at least one-half of the contract price) Dollars (\$416,688.05).
for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, TAB Holding Company, Inc. dba TAB Construction

Principal has by written agreement dated March 28, 2014, entered into a contract with Owner for Marv Holubar Trail Project C-77(13-06)

in accordance with Drawings and Specifications prepared by
(here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if 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 void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

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 above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, 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 Owner 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 any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days 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, post-

age prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

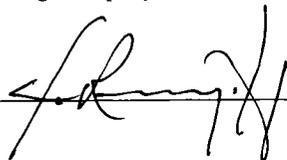
c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

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 claim for the amount of such lien be presented under and against this bond.

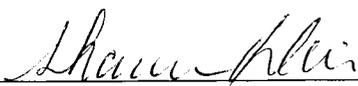
Signed and sealed this 7th day of April 2014

PRINCIPAL:

TAB Holding Company, Inc. dba TAB Construction



SURETY: Merchants Bonding Company (Mutual)


Attorney-In-Fact
Shannon Klein

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Bond #: NEC 45055

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

Shannon Klein

of **Omaha** and State of **NE** their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

FIFTEEN MILLION (\$15,000,000.00) DOLLARS

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

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 4th day of October, 2013.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

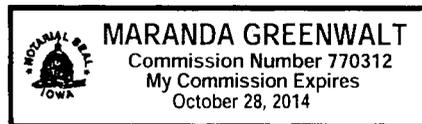
Larry Taylor

President

STATE OF IOWA
COUNTY OF POLK ss.

On this 4th day of October, 2013, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

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



Maranda Greenwalt

Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 7th day of April, 2014.



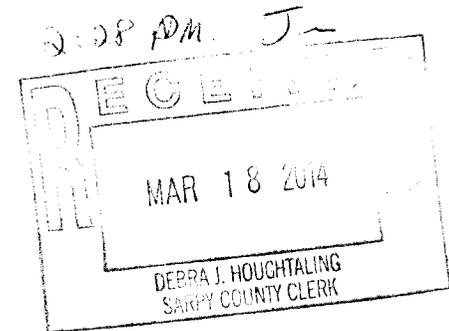
William Warner Jr.

Secretary

TAB
Construction

4153 South 67th
Omaha, NE 68117

Deb Houghtaling
Sarpy County Clerk's Office
Marv Holubar Trail
Project: C-77(13-6)
BID BOND



CONTRACTOR TAB CONSTRUCTION Co.

Sarpy County, Nebraska

**MARV HOLUBAR TRAIL
SARPY COUNTY PROJECT: C-77(13-6)**

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 Number	Description	Appr. Quantity	Unit	Unit Price	Amount
1	Mobilization	1	LS	17,700. ⁰⁰	17,700. ⁰⁰
2	Clearing and Grubbing - General	1	LS	18,700. ⁰⁰	18,700. ⁰⁰
3	Clear and Grub Tree Over 9" to 18" Diameter	1	EA	530. ⁰⁰	530. ⁰⁰
4	Remove Sign and Post	2	EA	62. ⁰⁰	124. ⁰⁰
5	Remove Concrete Girder	1	LS	3,700. ⁰⁰	3,700. ⁰⁰
6	Adjust Manhole to Grade	3	EA	155. ⁰⁰	465. ⁰⁰
7	Adjust Water Valve to Grade	2	EA	155. ⁰⁰	310. ⁰⁰
8	Remove and Reinstall Flared End Section	1	EA	336. ⁰⁰	336. ⁰⁰
9	Remove Area Inlet	1	EA	492. ⁰⁰	492. ⁰⁰
10	Remove and Reinstall 24" CMP Culvert	108	LF	45. ²⁰	4,881. ⁶⁰

CONTRACTOR TAB CONSTRUCTION Co.

11	Aggregate Bedding	75	TON	14.15	1,061.25
12	Construct 18" Flared End Section	1	EA	226.00	226.00
13	Construct 18" Corrugated Steel Pipe Culvert	127	LF	49.30	6,261.10
14	Construct 24" Corrugated Steel Pipe Culvert	66	LF	72.30	4,771.80
15	Construct 36" Corrugated Steel Pipe Culvert	22	LF	70.90	1,559.80
16	Construct Timber Pipe Support (15"-48")	2	EA	3,040.00	6,080.00
17	Construct Area Inlet, Type II	1	EA	4,024.00	4,024.00
18	Silt Fence	3,900	LF	2.00	7,800.00
19	Erosion Control Blanket	3,000	SY	2.00	6,000.00
20	Construct Rip Rap, Type "A"	180	TON	45.60	8,208.00
21	Seeding, Type A	7,500	SY	0.40	3,000.00
22	Seeding, NRD Rural Mixture	11,200	SY	0.30	3,360.00
23	Stabilized Construction Entrance	40	TON	22.00	880.00
24	Earthwork (Excavation)	2,215	CY	16.00	35,440.00
25	Bank Repair	450	CY	12.80	5,760.00
25	Excess Material Haul-Off	1,000	CY	16.00	16,000.00
27	Subgrade Preparation	5,700	SY	1.55	8,835.00
28	6-Inch Concrete Pavement (Type L65)	3,920	SY	29.70	116,424.00
29	4" Colored Median Surfacing (Imprinted)	4,015	SF	10.15	40,752.25
30	Construct Concrete Curb Ramp	132	SF	16.00	2,112.00
31	Detectable Warning Panel	80	SF	26.65	2,132.00

CONTRACTOR TAB CONSTRUCTION Co.

32	Permanent Painted Pavement Marking - 24" White	120	LF	7.00	840.00
33	Construct Sign, Type W11-15	5	EA	224.00	1,120.00
34	Construct "No Parking On Trail" Sign	9	EA	197.00	1,773.00
35	Grind Existing Curb	54	LF	10.00	540.00
36	Construct Segmental Retaining Wall	4,030	SF	16.05	64,681.50
37	48" Pipe Railing	345	LF	21.35	7,365.75
38	Construction Staking	1	LS	11,620.00	11,620.00
39	Remove and Reinstall Sign	1	EA	822.00	822.00

Probable Construction Costs = 416,688.05

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

CONTRACTOR DELIVERY DATE:

APRIL 28, 2014

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 July 15th, 2014.**

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)).

CONTRACTOR TAB CONSTRUCTION CO.

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

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

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

Company Information:

Years in business: 22

of employees 58

Total sales last 3 years

<u>2013</u>	<u>18,595,156</u>
<u>2012</u>	<u>11,528,025</u>
<u>2011</u>	<u>14,333,962</u>

References:

Company Name: STARBUCK COUNTY

Address: _____

Contact Name: BILL HECK Phone Number: 402-537-6900

Fax Number: _____ Date of Purchase: ANNUAL

Company Name: _____

Company Name: CITY OF DANBURY

Address: _____

Contact Name: TIM O'BRYEN Phone Number: 402-444-5220

Fax Number: _____ Date of Purchase: ANNUAL

Company Name: _____

Company Name: NDOR

Address: _____

Contact Name: MARV LORCH Phone Number: 402-595-2534

Fax Number: _____ Date of Purchase: ANNUAL

Company Name: _____

CONTRACTOR TAB CONSTRUCTION Co.

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 N/A
Addendum #2 N/A

TAB CONSTRUCTION Co.
Company Name

Marcia A Gomez CEO
Authorized Signature

4153 S. 67TH ST.
Address

OMAHA NE 68117
City, State & Zip

Marcia A Gomez
Company Representative (Please print)

402-331-1244
Telephone Number

402-331-1286
Fax Number

BILLR@TABHOLDING.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

Bond No.: 232348

KNOW ALL MEN BY THESE PRESENTS, that we TAB Holding Company, Inc. dba TAB Construction

4153 S 67th St., Omaha, NE 68117

as Principal, hereinafter call the Principal, and Merchants Bonding Company (Mutual)
2100 Fleur Drive Des Moines, IA 50321-1158

a corporation duly organized under the laws of the State of Iowa
as Surety, hereinafter called the Surety, are held and firmly bound unto Sarpy County Treasurer

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

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 Marv Holubar Trail

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

Signed and sealed this 17th day of March 2014 ~~XXX~~

TAB Holding Company, Inc. dba TAB Construction

(Witness)

(Principal) (Seal)
(Title) CEO

Merchants Bonding Company (Mutual)

(Witness)

(Surety) (Seal)
(Title) Attorney-in-Fact

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Bond #: 232348

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

Marcy L Overman

of **Omaha** and State of **NE** their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

Fifteen Million (\$15,000,000.00) Dollars

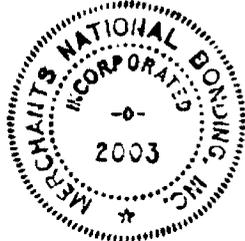
and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 9th day of August, 2012.



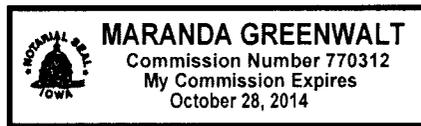
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 9th day of August, 2012, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

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



Maranda Greenwalt
Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 17th day of March, 2014.



William Warner Jr.
Secretary