

**BOARD OF COUNTY COMMISSIONERS**  
**SARPY COUNTY, NEBRASKA**

**RESOLUTION AWARDING BID FOR REPLACEMENT OF BRIDGE NO. 146, REPLACEMENT OF BRIDGE NO. 149,**  
**180<sup>TH</sup> STREET, PROJECT C-77 (12-07)**  
**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 Project C-77 (12-07) 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,

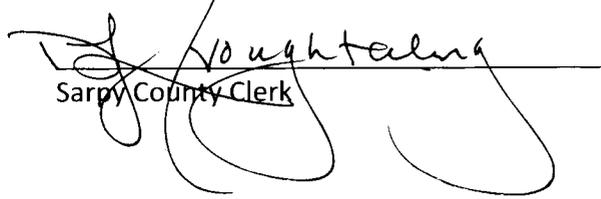
WHEREAS, this Board desires to proceed forthwith in order to expedite and facilitate service to the citizens of Sarpy County.

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

- (1) The low bid of Hawkins Construction Company for the Replacement of Bridge No. 146, Replacement of Bridge No. 149, 180<sup>th</sup> Street, Project C-77 (12-07) for Two Million Fourteen Thousand Eight Hundred Ninety Two Dollars and Forty Three Cents (\$2,014,892.43) 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 13<sup>th</sup> day of May, 2014.

  
Sarpy County Board Chairman

ATTEST:   
  
Sarpy County Clerk

# 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 Replacement of Bridges

On May 6, 2014 two (2) bids were opened for the Replacement of Bridge No. 146, Replacement of Bridge No. 149, 180<sup>th</sup> Street, Project C-77 (12-07), Rebid. The rebid documents phased the project creating a more conducive schedule but also added to the re-mobilization costs. Rebidding the project reduced the costs by \$176,298.27.

After reviewing the bids it is recommended the bid be awarded to the low bidder, Hawkins Construction for \$2,014,922.73. While the bids were higher than the engineer's estimate of \$1,752,202.00, the Public Works Department feels they are competitive. As stated in a memo to the Board from Denny Wilson dated May 9, 2014 Bridge #146 is no longer open to any truck or bus traffic and will probably be closed to traffic during the Vala's season should the replacement not take place.

Please feel free to contact me with any questions.

May 9, 2014

Beth Garber

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

## CONTRACT AGREEMENT

THIS CONTRACT is made and entered into in DUPLICATE by and between Sarpy County, Nebraska hereinafter called County, and Hawkins Construction Company 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 Replacement Bridge No. 146, Replacement No. 149, 180th Street, Project C-77 (12-07).

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 Two Million Fourteen Thousand Nine Hundred Twenty Two Dollars and Seventy Three Cents (\$2,014,922.73) 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](http://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 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: Chris Hawkins  
Hawkins Construction Company  
2516 Deer Park Boulevard  
Omaha, NE 68105

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



(SEAL)

County of Sarpy, Nebraska  
A Body Politic and Corporate

CHAIRMAN: Jim Thompson 5-13-14

ATTEST: \_\_\_\_\_

CLERK: Deb Houghtaling

APPROVED AS TO FORM:

Michelle Okafu  
COUNTY ATTORNEY/DEPUTY

CONTRACTOR: Chris Hawkins  
Chief Operating Officer

A TEST:

\_\_\_\_\_  
SECRETARY/WITNESS

Contractor  
PRESIDENT: Hawkins Construction Company

**BOND**

KNOW ALL MEN BY THESE PRESENTS, THAT WE  
Hawkins Construction Company

---

As principal, and Hartford Fire Insurance Company

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as Surety, are held and firmly bound to the County of Sarpy, Nebraska, in the penal sum of  
Two million Fourteen Thousand Nine Hundred Twenty-two and 73/100 Dollars (\$2,014,922.73)  
to be paid to the COUNTY OF SARPY its successors or assigns, for which payment to be well and truly  
made, we bind ourselves and each of us, and each of our heirs, executors, administrators, successors  
and assigns, jointly and severally, firmly by these Presents.

Dated this 20th day of May, 2014

The conditions of this obligation are such that:

WHEREAS, by even date herewith, the said principal has entered into a Contract with the said County of  
Sarpy, Nebraska to perform the labor and furnish the material for  
Replacement Bridge No. 146, Bridge Replacement No. 149, 180th Street, Project C-77(12-07)

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

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

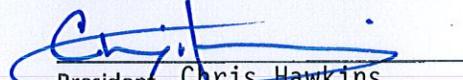
It is further expressly agreed and understand that this bond shall stand as maintenance surety for the  
period of two (2) years on faulty materials and workmanship only. Nothing herein shall be construed to  
cover wear and tear occasioned by action of the elements; excepting insofar as such wear and tear  
discloses the use of improper materials or construction methods.

In testimony whereof, the said parties hereto have hereunto set their hands this 20th day of May, 2014, and said Surety has caused these presents to be sealed with its Corporate Seal, and duly attested by the signature of its attorney-in-fact, and their authority is attached hereto and made a part thereof.

  
Witness Lena Mizell

Hawkins Construction Company

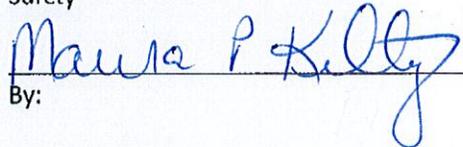
Principal

  
President Chris Hawkins  
COO/Vice President

  
Witness

Hartford Fire Insurance Company

Surety

By: 

Countersigned By:

Maura P. Kelly

Attorney-In-Fact



# POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-4

ONE HARTFORD PLAZA

HARTFORD, CONNECTICUT 06115

call: 888-266-3488 or fax: 860-757-5835

Agency Code: 91-910385

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of unlimited:

David A. Dominiani, Sharon K. Murray of Lincoln, NE;

Joan Leu, Maura P. Kelly, Jacqueline L. Drey, Ronald R. Allison, Kevin J. Stenger of Omaha, NE

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009 the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Wesley W. Cowling*

Wesley W. Cowling, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Vice President

STATE OF CONNECTICUT }  
COUNTY OF HARTFORD } ss. Hartford

On this 12<sup>th</sup> day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Kathleen T. Maynard*

Kathleen T. Maynard  
Notary Public

My Commission Expires July 31, 2016

I, the undersigned, Assistant Vice President of the Companies, 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 effective as of *MAY 20, 2014*  
Signed and sealed at the City of Hartford.



*Gary W. Stumper*

Gary W. Stumper, Assistant Vice President

Replacement Bridge No. 146, Replacement No. 149, 180th Street,  
Project C-77 (12-07)  
for the  
Public Works Department

Bid Opening:  
3:00 p.m.  
May 6, 2014

ITEM	UNIT	QUANTITY	Hawkins Construction Co.		Tab Construction Co.	
			UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
<b>ROADWAY</b>						
Mobilization	LS	1.0	\$201,489.24	\$201,489.24	\$196,200.00	\$196,200.00
General Clearing and Grubbing	LS	1.0	\$13,797.78	\$13,797.78	\$18,787.00	\$18,787.00
Earthwork Measured in Embankment	CY	9488.0	\$19.01	\$180,366.88	\$9.85	\$93,456.80
Water	Mgal	133.0	\$76.84	\$10,219.72	\$15.00	\$1,995.00
Smooth Wire Fence	LF	550.0	\$4.71	\$2,590.50	\$7.30	\$4,015.00
Remove Asphalt Surface	SY	1946.0	\$10.10	\$19,654.60	\$6.35	\$12,357.10
Remove Driveway	SY	126.0	\$6.28	\$791.28	\$7.00	\$882.00
Remove Structure at Sta. 20+63	EA	1.0	\$28,848.79	\$28,848.79	\$31,000.00	\$31,000.00
Remove Structure at Sta. 28+44	EA	1.0	\$27,250.75	\$27,250.75	\$35,000.00	\$35,000.00
Remove Driveway Culvert Pipe	LF	164.0	\$20.70	\$3,394.80	\$10.00	\$1,640.00
Remove Culvert Pipe	LF	59.0	\$20.70	\$1,221.30	\$18.00	\$1,062.00
Excavation for Culvert Pipe	CY	58.0	\$20.70	\$1,200.60	\$18.00	\$1,044.00
12" Corrugated Metal Pipe For Driveway Culvert Pipe	LF	20.0	\$27.60	\$552.00	\$24.00	\$480.00
18" Corrugated Metal Pipe For Driveway Culvert Pipe	LF	88.0	\$33.34	\$2,933.92	\$29.00	\$2,552.00
36" Corrugated Metal Pipe For Driveway Culvert Pipe	LF	20.0	\$71.29	\$1,425.80	\$62.00	\$1,240.00
Concrete Header	CY	2.0	\$275.96	\$551.92	\$240.00	\$480.00
Surfacing 6"	SY	272.0	\$39.09	\$10,632.48	\$34.00	\$9,248.00
Surfacing 9"	SY	10100.0	\$42.37	\$427,937.00	\$36.35	\$367,135.00
6" Concrete Pavement, Class 47B-3500	SY	100.0	\$39.09	\$3,909.00	\$62.00	\$6,200.00
Gravel Surface Course	CY	65.0	\$71.29	\$4,633.85	\$62.00	\$4,030.00
Subgrade Preparation	SY	10472.0	\$1.95	\$20,420.40	\$1.70	\$17,802.40
Earth Shoulder Construction	Sta	32.4	\$159.15	\$5,156.46	\$107.00	\$3,466.80
Water	Mgal	39.3	\$76.84	\$3,019.81	\$15.00	\$589.50
Mailbox Post	EA	2.0	\$132.23	\$264.46	\$115.00	\$230.00
Bridge Approach Section	EA	8.0	\$2,127.16	\$17,017.28	\$2,000.00	\$16,000.00
W-Beam	LF	225.0	\$21.27	\$4,785.75	\$21.00	\$4,725.00
Guardrail End Treatment, Type I	EA	8.0	\$2,127.16	\$17,017.28	\$2,035.00	\$16,280.00
5" White Wet Reflective Preformed Pavement Marking, Type 4	LF	75.0	\$4.08	\$306.00	\$4.00	\$300.00
5" Yellow Wet Reflective Preformed Pavement Marking, Type 4	LF	9876.0	\$4.08	\$40,294.08	\$3.55	\$35,059.80
5" White Permanent Pavement Marking Paint	LF	6335.0	\$0.48	\$3,040.80	\$0.30	\$1,900.50
Arrow, Wet Reflective Preformed Pavement Marking Type 4	EA	1.0	\$454.18	\$454.18	\$675.00	\$675.00
Seeding Type "A"	AC	5.4	\$1,552.25	\$8,382.15	\$1,100.00	\$5,940.00
Seeding Type "B"	AC	1.7	\$1,195.81	\$2,032.88	\$900.00	\$1,530.00
Cover Crop	AC	7.1	\$241.46	\$1,714.37	\$215.00	\$1,526.50
Mulch	TON	16.0	\$310.45	\$4,967.20	\$450.00	\$7,200.00
Fabric Silt Fence (Low Porosity)	LF	3143.0	\$2.18	\$6,851.74	\$2.00	\$6,286.00
Erosion Check	Bale	87.0	\$24.72	\$2,150.64	\$22.00	\$1,914.00
Construction Entrance	LS	2.0	\$2,028.52	\$4,057.04	\$1,650.00	\$3,300.00
SWPP Notification Sign	EA	1.0	\$321.30	\$321.30	\$125.00	\$125.00
Traffic Control	Day	300.0	\$55.19	\$16,557.00	\$54.00	\$16,200.00
Furnish Crushed Rock	TON	500.0	\$21.71	\$10,855.00	\$27.00	\$13,500.00
Rental of Loader, Fully Operated	Hour	50.0	\$113.22	\$5,661.00	\$75.00	\$3,750.00

Replacement Bridge No. 146, Replacement No. 149, 180th Street,  
Project C-77 (12-07)  
for the  
Public Works Department

Bid Opening:  
3:00 p.m.  
May 6, 2014

ITEM	UNIT	QUANTITY	Hawkins Construction Co.		Tab Construction Co.	
			UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
Rental of Dump Truck, Fully Operated	Hour	50.0	\$130.61	\$6,530.50	\$70.00	\$3,500.00
Rental of Backhoe, Fully Operated	Hour	50.0	\$113.22	\$5,661.00	\$95.00	\$4,750.00
<b>SUBTOTAL ROADWAY</b>				<b>\$1,130,920.53</b>		<b>\$955,354.40</b>
<b>BRIDGE #146</b>						
Footing No. 1 Excavation	LS	1	\$28,005.26	\$28,005.26	\$32,065.00	\$32,065.00
Footing No. 2 Excavation	LS	1	\$28,005.26	\$28,005.26	\$32,065.00	\$32,065.00
Excavation (Established Quantity)	CY	150	\$4.11	\$616.50	\$4.70	\$705.00
Class 47B-3000 Concrete for Bridge	CY	238.3	\$309.92	\$73,853.94	\$500.00	\$119,150.00
Class 47BD-4000 Concrete for Bridges	CY	4.6	\$423.72	\$1,949.11	\$485.00	\$2,231.00
Precast Concrete Arch at Station 28+44.00	LS	1	\$98,593.17	\$98,593.17	\$123,400.00	\$123,400.00
Epoxy Coated Reinforcing Steel	LBS	17745	\$0.92	\$16,325.40	\$1.08	\$19,164.60
Rock RipRap Type "B"	TONS	145	\$44.30	\$6,423.50	\$51.20	\$7,424.00
RipRap Filter Fabric	SY	1140	\$1.85	\$2,109.00	\$2.20	\$2,508.00
Crushed Rock Foundation	CY	485	\$38.53	\$18,687.05	\$44.90	\$21,776.50
Geogrid (Tensar BX1100)	SY	995	\$2.35	\$2,338.25	\$2.75	\$2,736.25
Granular Backfill	CY	430	\$24.24	\$10,423.20	\$29.00	\$12,470.00
Access Crossing	LS	1	\$485.37	\$485.37	\$886.00	\$886.00
<b>SUBTOTAL BRIDGE #146</b>				<b>\$287,815.01</b>		<b>\$376,581.35</b>
<b>BRIDGE #149</b>						
Abutment No. 1 Excavation	LS	1	\$1,218.45	\$1,218.45	\$1,380.00	\$1,380.00
Abutment No. 2 Excavation	LS	1	\$1,218.45	\$1,218.45	\$1,380.00	\$1,380.00
Excavation (Established Quantity)	CY	850	\$4.11	\$3,493.50	\$4.70	\$3,995.00
Class 47B-3000 Concrete for Bridge	CY	154.8	\$350.17	\$54,206.32	\$401.00	\$62,074.80
Class 47BD-4000 Concrete for Bridges	CY	100.3	\$429.23	\$43,051.77	\$492.00	\$49,347.60
Precast-Prestressed Concrete Superstructure at Station 20+62.86	LS	1	\$96,954.16	\$96,954.16	\$114,000.00	\$114,000.00
Epoxy Coated Reinforcing Steel	LBS	30025	\$0.92	\$27,623.00	\$1.10	\$33,027.50
Steel Diaphragm	EA	4	\$160.30	\$641.20	\$186.00	\$744.00
Steel Sheet Piling	SF	4015	\$20.30	\$81,504.50	\$23.00	\$92,345.00
HP 12x53 Steel Piling	LF	4560	\$35.97	\$164,023.20	\$41.00	\$186,960.00
Granular Backfill	CY	240	\$24.24	\$5,817.60	\$29.00	\$6,960.00
Subsurface Drainage Matting	SY	101	\$21.05	\$2,126.05	\$24.00	\$2,424.00
Rock RipRap Type "B"	TONS	620	\$44.28	\$27,453.60	\$51.00	\$31,620.00
RipRap Filter Fabric	SY	698	\$1.52	\$1,060.96	\$2.00	\$1,396.00
Concrete for Pavement Approaches Class 47BD-4000	CY	219.4	\$205.91	\$45,176.65	\$238.00	\$52,217.20
Epoxy Coated Reinforcing Steel for Pavement Approaches	LBS	40190	\$0.92	\$36,974.80	\$1.08	\$43,405.20
Elastomeric Bearing	EA	36	\$86.87	\$3,127.32	\$101.00	\$3,636.00
Access Crossing	LS	1	\$485.37	\$485.37	\$886.00	\$886.00
<b>SUBTOTAL BRIDGE #149</b>				<b>\$596,156.90</b>		<b>\$687,798.30</b>
<b>GRAND TOTAL</b>				<b>\$2,014,892.43</b>		<b>\$2,019,734.05</b>



## 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 

**Subject:** C-77(12-07) – Replacement Bridge No. 146, Replacement Bridge No. 149, 180<sup>th</sup> Street

**Date:** May 9, 2014

On May 6, 2014, two (2) bids were opened during the Sarpy County Board of Commissioners Meeting for the above mentioned project. The lowest bid was from Hawkins Construction Company of Omaha, Nebraska, with a total bid of \$2,014,922.73, which was 15% higher than the Engineer's Estimate of \$1,752,202.00. The two bids, although higher than the Engineer's Estimate, were very competitive. Currently, Bridge #146 is no longer open to any truck or bus traffic, and would most likely be closed to traffic entirely during Vala's season. As the seasonal traffic is upwards of 7,500 vehicles per weekend day, this would further jeopardize integrity of the superstructure of the bridge. Another round of re-bidding would most likely push the project too close to Vala's season to allow any bidder to complete the construction of Bridge 146 prior to opening day.

Therefore, the Sarpy County Engineer recommends the bid be awarded to Hawkins Construction in the amount of \$2,014,922.73. Please feel free to let me know if you have any questions.

Sarpy County, Nebraska  
 Replacement Bridge No. 146, Replacement No. 149, 180<sup>th</sup> Street, Project C-77 (12-07)  
 Bid Form

REVISED 05/01/2014

ITEM	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
<b>ROADWAY</b>				
Mobilization	LS	1.0	\$ 201,489 <sup>34</sup>	\$ 201,489 <sup>34</sup>
General Clearing and Grubbing	LS	1.0	\$ 13,797 <sup>72</sup>	\$ 13,797 <sup>72</sup>
Earthwork Measured in Embankment	CY	9488.0	\$ 19 <sup>21</sup>	\$ 180,366 <sup>88</sup>
Water	Mgal	133.0	\$ 76 <sup>84</sup>	\$ 10,219 <sup>72</sup>
Smooth Wire Fence	LF	550.0	\$ 4 <sup>71</sup>	\$ 2590 <sup>50</sup>
Remove Asphalt Surface	SY	1946.0	\$ 10 <sup>10</sup>	\$ 19,654 <sup>60</sup>
Remove Driveway	SY	126.0	\$ 6 <sup>28</sup>	\$ 791 <sup>28</sup>
Remove Structure at Sta. 20+63	EA	1.0	\$ 28,848 <sup>79</sup>	\$ 28,848 <sup>79</sup>
Remove Structure at Sta. 28+44	EA	1.0	\$ 27,250 <sup>75</sup>	\$ 27,250 <sup>75</sup>
Remove Driveway Culvert Pipe	LF	164.0	\$ 20 <sup>70</sup>	\$ 3324 <sup>80</sup>
Remove Culvert Pipe	LF	59.0	\$ 20 <sup>70</sup>	\$ 1221 <sup>30</sup>
Excavation for Culvert Pipe	CY	58.0	\$ 20 <sup>70</sup>	\$ 1200 <sup>60</sup>
12" Corrugated Metal Pipe For Driveway Culvert Pipe	LF	20.0	\$ 27 <sup>60</sup>	\$ 552 <sup>-</sup>
18" Corrugated Metal Pipe For Driveway Culvert Pipe	LF	88.0	\$ 33 <sup>34</sup>	\$ 2933 <sup>92</sup>
36" Corrugated Metal Pipe For Driveway Culvert Pipe	LF	20.0	\$ 71 <sup>29</sup>	\$ 1425 <sup>80</sup>
Concrete Header	CY	2.0	\$ 275 <sup>96</sup>	\$ 551 <sup>92</sup>
Surfacing 6"	SY	272.0	\$ 39 <sup>09</sup>	\$ 10,632 <sup>48</sup>
Surfacing 9"	SY	10100.0	\$ 42 <sup>37</sup>	\$ 427,937 <sup>-</sup>
6" Concrete Pavement, Class 47B-3500	SY	100.0	\$ 39 <sup>09</sup>	\$ 3909 <sup>-</sup>
Gravel Surface Course	CY	65.0	\$ 71 <sup>29</sup>	\$ 4633 <sup>85</sup>
Subgrade Preparation	SY	10472.0	\$ 1 <sup>95</sup>	\$ 20,420 <sup>40</sup>
Earth Shoulder Construction	Sta	32.4	\$ 159 <sup>15</sup>	\$ 5156 <sup>46</sup>
Water	Mgal	39.3	\$ 76 <sup>84</sup>	\$ 3019 <sup>81</sup>
Mailbox Post	EA	2.0	\$ 132 <sup>23</sup>	\$ 264 <sup>46</sup>
Bridge Approach Section	EA	8.0	\$ 2127 <sup>16</sup>	\$ 17,017 <sup>28</sup>
W-Beam	LF	225.0	\$ 21 <sup>27</sup>	\$ 4785 <sup>75</sup>
Guardrail End Treatment, Type I	EA	8.0	\$ 2127 <sup>16</sup>	\$ 17,017 <sup>28</sup>
5" White Wet Reflective Preformed Pavement Marking, Type 4	LF	75.0	\$ 4 <sup>08</sup>	\$ 306 <sup>-</sup>
5" Yellow Wet Reflective Preformed Pavement Marking, Type 4	LF	9876.0	\$ 4 <sup>08</sup>	\$ 40,294 <sup>08</sup>
5" White Permanent Pavement Marking Paint	LF	6335.0	\$ 0 <sup>48</sup>	\$ 3040 <sup>80</sup>
Arrow, Wet Reflective Preformed Pavement Marking Type 4	EA	1.0	\$ 454 <sup>18</sup>	\$ 454 <sup>18</sup>
Seeding Type "A"	AC	5.4	\$ 1552 <sup>25</sup>	\$ 8382 <sup>15</sup>
Seeding Type "B"	AC	1.7	\$ 1195 <sup>81</sup>	\$ 2032 <sup>88</sup>

Cover Crop	AC	7.1	\$ 241 <sup>46</sup>	\$ 1714 <sup>37</sup>
Mulch	TON	16.0	\$ 310 <sup>45</sup>	\$ 4967 <sup>30</sup>
Fabric Silt Fence (Low Porosity)	LF	3143.0	\$ 2 <sup>18</sup>	\$ 6851 <sup>74</sup>
Erosion Check	Bale	87.0	\$ 24 <sup>72</sup>	\$ 2150 <sup>64</sup>
Construction Entrance	LS	2.0	\$ 2028 <sup>52</sup>	\$ 4057 <sup>04</sup>
SWPP Notification Sign	EA	1.0	\$ 321 <sup>30</sup>	\$ 321 <sup>30</sup>
Traffic Control	Day	300.0	\$ 55 <sup>19</sup>	\$ 16,557 <sup>-</sup>
Furnish Crushed Rock	TON	500.0	\$ 21 <sup>71</sup>	\$ 10,855 <sup>-</sup>
Rental of Loader, Fully Operated	Hour	50.0	\$ 113 <sup>22</sup>	\$ 5,661 <sup>-</sup>
Rental of Dump Truck, Fully Operated	Hour	50.0	\$ 130 <sup>61</sup>	\$ 6530 <sup>50</sup>
Rental of Backhoe, Fully Operated	Hour	50.0	\$ 113 <sup>22</sup>	\$ 5661 <sup>-</sup>
<b>SUBTOTAL ROADWAY</b>			\$ 1,130,920 <sup>52</sup>	
<b>BRIDGE #146</b>				
Footing No. 1 Excavation	LS	1	\$ 28,005 <sup>26</sup>	\$ 28,005 <sup>26</sup>
Footing No. 2 Excavation	LS	1	\$ 28,005 <sup>26</sup>	\$ 28,005 <sup>26</sup>
Excavation (Established Quantity)	CY	150	\$ 4 <sup>11</sup>	\$ 616 <sup>50</sup>
Class 47B-3000 Concrete for Bridge	CY	238.3	\$ 309 <sup>92</sup>	\$ 73,853 <sup>94</sup>
Class 47BD-4000 Concrete for Bridges	CY	4.6	\$ 423 <sup>72</sup>	\$ 1949 <sup>11</sup>
Precast Concrete Arch at Station 28+44.00	LS	1	\$ 98,593 <sup>17</sup>	\$ 98,593 <sup>17</sup>
Epoxy Coated Reinforcing Steel	LBS	17745	\$ 0 <sup>92</sup>	\$ 16,325 <sup>40</sup>
Rock RipRap Type "B"	TONS	145	\$ 44 <sup>30</sup>	\$ 6423 <sup>50</sup>
RipRap Filter Fabric	SY	1140	\$ 1 <sup>85</sup>	\$ 2109 <sup>00</sup>
Crushed Rock Foundation	CY	485	\$ 38 <sup>53</sup>	\$ 18,687 <sup>05</sup>
Geogrid (Tensar BX1100)	SY	995	\$ 2 <sup>35</sup>	\$ 2338 <sup>35</sup>
Granular Backfill	CY	430	\$ 24 <sup>34</sup>	\$ 10,423 <sup>20</sup>
Access Crossing	LS	1	\$ 485 <sup>37</sup>	\$ 485 <sup>37</sup>
<b>SUBTOTAL BRIDGE #146</b>			\$ 287,815 <sup>01</sup>	
<b>BRIDGE #149</b>				
Abutment No. 1 Excavation	LS	1	\$ 1218 <sup>45</sup>	\$ 1218 <sup>45</sup>
Abutment No. 2 Excavation	LS	1	\$ 1218 <sup>45</sup>	\$ 1218 <sup>45</sup>
Excavation (Established Quantity)	CY	850	\$ 4 <sup>11</sup>	\$ 3493 <sup>50</sup>
Class 47B-3000 Concrete for Bridge	CY	154.8	\$ 350 <sup>17</sup>	\$ 54,206 <sup>32</sup>
Class 47BD-4000 Concrete for Bridges	CY	100.3	\$ 429 <sup>32</sup>	\$ 43,051 <sup>77</sup>
Precast-Prestressed Concrete Superstructure at Station 20+62.86	LS	1	\$ 96,954 <sup>16</sup>	\$ 96,954 <sup>16</sup>
Epoxy Coated Reinforcing Steel	LBS	30025	\$ 0 <sup>92</sup>	\$ 27,623 <sup>-</sup>
Steel Diaphragm	EA	4	\$ 160 <sup>30</sup>	\$ 641 <sup>30</sup>
Steel Sheet Piling	SF	4015	\$ 20 <sup>30</sup>	\$ 81,504 <sup>50</sup>
HP 12x53 Steel Piling	LF	4560	\$ 35 <sup>97</sup>	\$ 164,023 <sup>20</sup>
Granular Backfill	CY	240	\$ 24 <sup>34</sup>	\$ 5817 <sup>60</sup>
Subsurface Drainage Matting	SY	101	\$ 21 <sup>05</sup>	\$ 2126 <sup>05</sup>
Rock RipRap Type "B"	TONS	620	\$ 44 <sup>38</sup>	\$ 27,453 <sup>60</sup>

RipRap Filter Fabric	SY	698	\$ 1 52	\$ 1060 96
Concrete for Pavement Approaches Class 47BD-4000	CY	219.4	\$ 205 91	\$ 45,176 65
Epoxy Coated Reinforcing Steel for Pavement Approaches	LBS	40190	\$ 0 92	\$ 36,974 80
Elastomeric Bearing	EA	36	\$ 86 87	\$ 3127 32
Access Crossing	LS	1	\$ 485 37	\$ 485 37
<b>SUBTOTAL BRIDGE #149</b>			\$ 596,156 90	
<b>GRAND TOTAL BID</b>			\$ 2,014,892 43	

If notified of acceptance of this proposal and Contract award 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. All work associated with this contract shall be complete no later than May 22, 2015.

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 two thousand dollars (\$2000.00) 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: 54

# of employees 250

Total sales last 3 years \$160 million  
\$179 million  
\$154 million

**References**

Company Name: Nebraska Department of Roads  
Address: 1500 Highway 2, Lincoln, Nebraska 68502  
Contact Name: Claude Oie Phone Number: 402-471-4567  
Date of Purchase: current Email: Claude.Oie@nebraska.gov

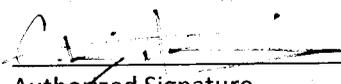
Company Name: Omaha Airport Authority  
Address: 4501 Abbott Drive, Omaha, Nebraska 68110  
Contact Name: Dave Roth Phone Number: 402-661-8000  
Date of Purchase: current Email: dave.roth@flyoma.com

Company Name: City of Omaha  
Address: 1819 Farnam Street, Omaha, Nebraska 68183  
Contact Name: Tom Glow Phone Number: 402-444-5279  
Date of Purchase: current Email: thomas.glow@ci.omaha.ne.us

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

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

Addendum #1 May 1, 2014  
Addendum #2 N/A

Hawkins Construction Company  
Company Name  
  
Authorized Signature  
2516 Deer Park Boulevard  
Address  
Omaha, Nebraska 68105  
City, State & Zip

Chris Hawkins, Chief Operating Officer  
Company Representative (Please print)  
402-342-1607  
Telephone Number  
402-342-3221  
Fax Number  
chawkins@hawkins1.com  
E-Mail Address

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

**BOND**

KNOW ALL MEN BY THESE PRESENTS, THAT WE  
Hawkins Construction Company

---

As principal, and Hartford Fire Insurance Company

---

as Surety, are held and firmly bound to the County of Sarpy, Nebraska, in the penal sum of  
Five Percent (5%) of Amount Bid-----

to be paid to the COUNTY OF SARPY its successors or assigns, for which payment to be well and truly  
made, we bind ourselves and each of us, and each of our heirs, executors, administrators, successors  
and assigns, jointly and severally, firmly by these Presents.

Dated this 6th day of May, 2014

The conditions of this obligation are such that:

WHEREAS, by even date herewith, the said principal has entered into a Contract with the said County of  
Sarpy, Nebraska to perform the labor and furnish the material for  
Replacement Bridge No. 146, Replacement Bridge No. 149, 180th Street, Project C-77(12-07)

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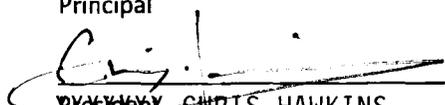
NOW THEREFORE, the conditions of this obligation are such that if the said principal shall duly perform  
and observe all of the stipulations and agreements in said Contract on his part to be performed and  
observed, then and in that event, this obligation shall be void and of no effect, but otherwise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

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

It is further expressly agreed and understand that this bond shall stand as maintenance surety for the  
period of two (2) years on faulty materials and workmanship only. Nothing herein shall be construed to  
cover wear and tear occasioned by action of the elements; excepting insofar as such wear and tear  
discloses the use of improper materials or construction methods.

In testimony whereof, the said parties hereto have hereunto set their hands this 6th day of May, 2014, and said Surety has caused these presents to be sealed with its Corporate Seal, and duly attested by the signature of its attorney-in-fact, and their authority is attached hereto and made a part thereof.

  
Witness LENA MIZELL

Hawkins Construction Company  
Principal  
  
~~XXXXXX~~ CHRIS HAWKINS  
CHIEF OPERATING OFFICER

  
Witness

Hartford Fire Insurance Company  
Surety  
By: 

Countersigned By:

Maura P. Kelly  
Attorney-In-Fact

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD  
BOND, T-4  
ONE HARTFORD PLAZA  
HARTFORD, CONNECTICUT 06115  
call: 888-266-3488 or fax: 860-757-5835  
Agency Code: 91-910385

**KNOW ALL PERSONS BY THESE PRESENTS THAT:**

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of unlimited:**

*David A. Dominiani, Sharon K. Murray of Lincoln, NE;  
Joan Leu, Maura P. Kelly, Jacqueline L. Drey, Ronald R. Allison, Kevin J. Stenger of Omaha, NE*

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**In Witness Whereof**, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009 the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Wesley W. Cowling*

Wesley W. Cowling, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Vice President

STATE OF CONNECTICUT }  
COUNTY OF HARTFORD } ss. Hartford

On this 12<sup>th</sup> day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Kathleen T. Maynard*

Kathleen T. Maynard  
Notary Public  
My Commission Expires July 31, 2016

I, the undersigned, Assistant Vice President of the Companies, 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 effective as of *May 6, 2014*

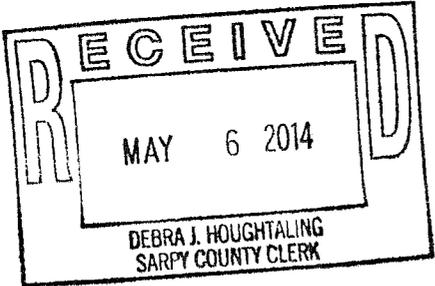
Signed and sealed at the City of Hartford.



*Gary W. Stumper*

Gary W. Stumper, Assistant Vice President

PROPOSAL FROM: Hawkins Construction Company  
2516 Deer Park Blvd.  
Omaha, NE 68105



*2:28 pm*  
*[Signature]*

SEALED BID - REPLACEMENT BRIDGE NO. 146.  
REPLACEMENT NO. 149, 180<sup>TH</sup> STREET, PROJECT  
C-77(12-07)

3:00 P.M., TUESDAY, MAY 6, 2014

PROPOSAL TO: Deb Houghtaling  
Sarpy County Clerk's Office  
1210 Golden Gate Drive Suite 1250  
Papillion, NE 68046