

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

14001065

**RESOLUTION AWARDING BID FOR BOX CULVERT AND ROADWAY IMPROVEMENTS GILES ROAD FROM 192<sup>ND</sup>**  
**STREET TO ½ MILE WEST, PROJECT C-77 (14-07)**  
**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 (14-07) 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 Tab Construction Co. for Box Culvert and Roadway Improvements Giles Road from 192<sup>nd</sup> Street to ½ Mile West, Project C-77 (14-07) in the amount of Five Hundred Thirty Two Thousand Two Hundred Thirty Six Dollars and Eighty Cents (\$532,236.80) 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 22<sup>nd</sup> day of July, 2014.

  
 Sarpy County Board Chairman

ATTEST:   
  
 Sarpy County Clerk *Chief Deputy*

# 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

## MEMO

To: Sarpy County Board of Commissioners

From: Beth Garber

Re: Award of Box Culvert and Roadway Improvements – Giles Road 192<sup>nd</sup> Street to ½ Mile West

On July 15, 2014, five (5) bids were received and opened for the Box Culvert and Roadway Improvements for Giles Road – 192<sup>nd</sup> Street to ½ Mile West, Project C-77 (14-07) for the Public Works Department. After reviewing the bids, it is recommended the bid be awarded to the low bidder, Tab Construction Co., for \$532,236.80. The County has worked with Tab Construction several times in the past, most recently with the Marv Holubar Trail Project. Tab Construction has the resources to complete the box culvert and roadway improvement as specified.

Please feel free to contact me with any questions.

July 18, 2014

  
\_\_\_\_\_  
Beth Garber

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

Box Culvert Roadway Improvements Giles Road from 192nd Street to ¼ Mile West  
 Project C-77 (14-7)  
 For the  
 Public Works Department

Bid Opening  
 3:00 p.m., Tuesday  
 July 15, 2014

ITEM	QUANTITY	UNIT	K2 Construction		McC LLC		M.E. Collins Contracting Co., Inc.		Chas. Vrana & Son Construction Co.		Tab Construction Co.	
			UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
BARRICADES & WARNING SIGNS	1	LS	\$7,000.00	\$7,000.00	\$4,000.00	\$4,000.00	\$2,787.90	\$2,787.90	\$3,000.00	\$3,000.00	\$3,500.00	\$3,500.00
CLEARING & GRUBBING, GENERAL	1	LS	\$7,000.00	\$7,000.00	\$2,600.00	\$2,600.00	\$3,292.70	\$3,292.70	\$40,500.00	\$40,500.00	\$36,600.00	\$36,600.00
CLEARING AND GRUBBING TREES OVER 9" TO 18"	3	EA	\$800.00	\$2,400.00	\$750.00	\$2,250.00	\$548.80	\$1,646.40	\$380.00	\$1,140.00	\$480.00	\$1,440.00
CLEARING AND GRUBBING TREES OVER 27" TO 36"	1	EA	\$1,725.00	\$1,725.00	\$1,500.00	\$1,500.00	\$713.40	\$713.40	\$2,100.00	\$2,100.00	\$800.00	\$800.00
REMOVE AND STOCKPILE AGGREGATE SURFACING	560	CY	\$14.00	\$7,840.00	\$4.00	\$2,240.00	\$2.20	\$1,232.00	\$4.00	\$2,240.00	\$2.65	\$1,484.00
RESPREAD STOCKPILED AGGREGATE SURFACING	560	CY	\$14.00	\$7,840.00	\$4.00	\$2,240.00	\$2.20	\$1,232.00	\$4.00	\$2,240.00	\$2.65	\$1,484.00
REMOVE 60" CULVERT PIPE	46	LF	\$70.00	\$3,220.00	\$55.00	\$2,530.00	\$39.30	\$1,807.80	\$260.00	\$11,960.00	\$21.45	\$986.70
CONSTRUCT 12" TEMPORARY CULVERT	100	LF	\$40.00	\$4,000.00	\$40.00	\$4,000.00	\$24.50	\$2,450.00	\$24.00	\$2,400.00	\$32.55	\$3,255.00
CONSTRUCT 8" SOLID WALL PVC SANITARY SEWER PIPE	50	LF	\$75.00	\$3,750.00	\$57.00	\$2,850.00	\$36.60	\$1,830.00	\$77.00	\$3,850.00	\$38.20	\$1,910.00
CONSTRUCT 10" SOLID WALL PVC SANITARY SEWER PIPE	294	LF	\$150.00	\$44,100.00	\$41.00	\$12,054.00	\$38.40	\$11,289.60	\$72.00	\$21,168.00	\$36.00	\$10,584.00
CONSTRUCT 54" I.D. SANITARY SEWER MANHOLE (1 EA)	15.5	VF	\$500.00	\$7,750.00	\$561.00	\$8,695.50	\$687.00	\$10,648.50	\$560.00	\$8,680.00	\$395.00	\$6,122.50
CONSTRUCT 120" I.D. SANITARY SEWER MANHOLE (1 EA)	27.2	VF	\$2,000.00	\$54,400.00	\$1,440.00	\$39,168.00	\$2,052.90	\$55,838.88	\$1,580.00	\$42,976.00	\$1,220.00	\$33,184.00
CONSTRUCT 8" DIAMETER DROP CONNECTION (1)	6	VF	\$500.00	\$3,000.00	\$150.00	\$900.00	\$654.30	\$3,925.80	\$325.00	\$1,950.00	\$140.00	\$840.00
DEWATERING	1	LS	\$25,000.00	\$25,000.00	\$13,695.00	\$13,695.00	\$1,962.80	\$1,962.80	\$5,000.00	\$5,000.00	\$12,000.00	\$12,000.00
ADJUST STORM SEWER MANHOLE TO GRADE	2	EA	\$1,000.00	\$2,000.00	\$2,500.00	\$5,000.00	\$613.40	\$1,226.80	\$2,230.00	\$4,460.00	\$500.00	\$1,000.00
CONSTRUCT PCC RING RETAINER	4	EA	\$2,000.00	\$8,000.00	\$1,500.00	\$6,000.00	\$1,022.30	\$4,089.20	\$215.00	\$860.00	\$375.00	\$1,500.00
EARTHWORK (EXCAVATION - ESTABLISHED QTY)	83,840	CY	\$2.15	\$180,256.00	\$2.00	\$167,680.00	\$2.30	\$192,832.00	\$2.25	\$188,640.00	\$1.55	\$129,952.00
CRUSHED ROCK FOR SURFACING (1-1/2" MINUS)	1,420	TON	\$45.00	\$63,900.00	\$33.00	\$46,860.00	\$23.90	\$33,938.00	\$23.00	\$32,660.00	\$23.45	\$33,299.00
EXCAVATION FOR BOX CULVERT (ESTABLISHED QTY)	900	CY	\$20.00	\$18,000.00	\$21.00	\$18,900.00	\$48.00	\$43,200.00	\$20.00	\$18,000.00	\$23.50	\$21,150.00
CLASS 47BD-4000 CONCRETE FOR BOX CULVERT	254.5	CY	\$425.00	\$108,162.50	\$415.00	\$105,617.50	\$353.50	\$89,965.75	\$419.00	\$106,635.50	\$471.00	\$119,869.50
REINFORCING STEEL FOR BOX CULVERT	33,410	LB	\$1.35	\$45,103.50	\$1.50	\$50,115.00	\$1.20	\$40,092.00	\$1.20	\$40,092.00	\$1.50	\$50,115.00
CONSTRUCT CHAIN LINK FENCE	88	LF	\$35.00	\$3,080.00	\$17.00	\$1,496.00	\$41.20	\$3,625.60	\$35.00	\$3,080.00	\$35.15	\$3,093.20
DITCH CHECKS	588	LF	\$9.00	\$5,292.00	\$8.40	\$4,939.20	\$8.60	\$5,056.80	\$9.00	\$5,292.00	\$8.35	\$4,909.80
SEEDING, TYPE B	1.5	AC	\$2,000.00	\$3,000.00	\$1,900.00	\$2,850.00	\$2,469.60	\$3,704.40	\$1,860.00	\$2,790.00	\$1,865.00	\$2,797.50
EROSION CONTROL, TURF REINFORCEMENT	1,600	SY	\$4.50	\$7,200.00	\$4.20	\$6,720.00	\$4.40	\$7,040.00	\$5.00	\$8,000.00	\$4.20	\$6,720.00
EROSION CONTROL, TYPE II	24,995	SY	\$1.00	\$24,995.00	\$0.95	\$23,745.25	\$1.00	\$24,995.00	\$1.00	\$24,995.00	\$1.00	\$24,995.00
FABRIC SILT FENCE	1,738	LF	\$2.60	\$4,518.80	\$2.40	\$4,171.20	\$2.20	\$3,823.60	\$2.50	\$4,345.00	\$2.40	\$4,171.20
ROCK RIPRAP, TYPE "C"	296	TON	\$70.00	\$20,720.00	\$54.00	\$15,984.00	\$56.40	\$16,694.40	\$69.00	\$20,424.00	\$48.90	\$14,474.40
<b>TOTAL BID</b>				<b>\$673,252.80</b>		<b>\$558,800.65</b>		<b>\$570,941.33</b>		<b>\$609,477.50</b>		<b>\$532,236.80</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(14-07) – Box Culvert and Roadway Improvements  
Giles Road – 192<sup>nd</sup> Street to ½ Mile West

**Date:** July 17, 2014

On July 15, 2014, five (5) bids were opened during the Sarpy County Board of Commissioners Meeting for the above mentioned project. The lowest bid was from TAB Construction Co. of Omaha, Nebraska, with a total bid of \$532,236.80, which was 2.3% lower than the Engineer's Estimate of \$544,579.50. Three of the five bids were within +/- 5% of the Engineer's Estimate, which is fairly competitive given the current market conditions.

Therefore, the Sarpy County Engineer recommends the bid be awarded to TAB Construction Co. in the amount of \$532,236.80. Please feel free to let me know if you have any questions.

## CONTRACT AGREEMENT

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

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

1. The Contractor does hereby agree to undertake and construct Box Culvert and Roadway Improvements Giles Road from 192<sup>nd</sup> Street to 1/2 Mile West, Project C-77 (14-7).

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 Five Hundred Thirty Two Thousand Two Hundred Thirty Six Dollars and Eighty Cents (\$532,236.80) 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.

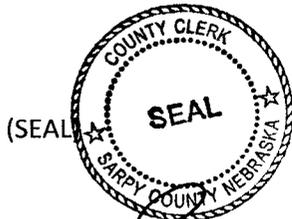
14. Pursuant to Neb. Rev. Stat. 23-3113 (Reissue 1991), the Parties hereto declare and affirm that no officer, member, or other employee of the County, and no member of its governing body, and no other public official of the County who exercises any functions so responsibilities in the review or approval 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: Tab Construction Co.  
4153 S. 67<sup>th</sup> 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 22<sup>nd</sup> day of July, 2014.



ATTEST: Gene Lammman  
                    Chief Deputy

CLERK: Sarpy County

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

County of Sarpy, Nebraska  
A Body Politic and Corporate  
CHAIRMAN: [Signature]

CONTRACTOR: TAB CONSTRUCTION Co.

ATEST:  
[Signature]  
SECRETARY/WITNESS

PRESIDENT: [Signature] 7-28-14  
Wm Kingsdorf

# THE AMERICAN INSTITUTE OF ARCHITECTS



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AIA Document A311

## Performance Bond

Bond No.: NEC 45077

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**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  
(Here insert full name and address or legal title of Owner)

1210 Golden Gate Drive, #1250, Papillion, NE 68046

as Obligee, hereinafter called Owner, in the amount of Five Hundred Thirty Two Thousand Two Hundred

Thirty Six and 80/100 Dollars Dollars (\$ 532,236.80 )

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 July 24, 2014, entered into a contract with Owner for  
Box Culvert & Roadway Improvements Giles Road From 192nd St to 1/2 Mile West, Project C-77 (14-7)

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 29th day of July 2014

**PRINCIPAL:**

TAB Holding Company, Inc. dba TAB Construction

  
\_\_\_\_\_  
William Ringsdorf

**SURETY:** Merchants Bonding Company (Mutual)

  
\_\_\_\_\_  
Attorney-In-Fact  
Marcy L Overman

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A311

## Labor and Material Payment Bond

Bond No.: NEC 45077

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  
(Here insert full name and address or legal title of Owner)

1210 Golden Gate Drive, #1250, Papillion, NE 68046

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of Five Hundred Thirty Two Thousand Two Hundred Thirty Six and 80/100 Dollars  
(Here insert a sum equal to at least one-half of the contract price) Dollars (\$532,236.80 ).  
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 July 24, 2014, entered into a contract with Owner for Box Culvert & Roadway Improvements Giles Road From 192nd St to 1/2 Mile West, Project C-77 (14-7)

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.

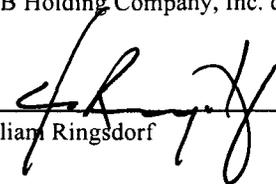
c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

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.

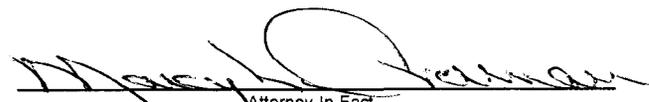
Signed and sealed this 29th day of July 2014

**PRINCIPAL:**

TAB Holding Company, Inc. dba TAB Construction

  
\_\_\_\_\_  
William Ringsdorf

**SURETY:** Merchants Bonding Company (Mutual)

  
\_\_\_\_\_  
Marcy L. Overman

Attorney-In-Fact

**MERCHANTS**  
**BONDING COMPANY**  
**POWER OF ATTORNEY**

Bond #: NEC 45077

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 June, 2014.



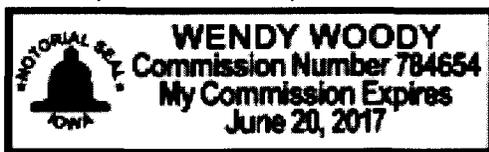
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF POLK ss.

On this 9th day of June, 2014, 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.



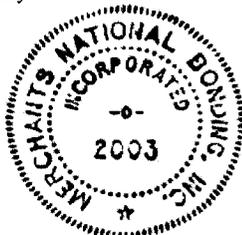
*Wendy Woody*

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 29th day of July, 2014.



*William Warner Jr.*  
Secretary

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A311

## Performance Bond

Bond No.: NEC 45077

**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  
(Here insert full name and address or legal title of Owner)

1210 Golden Gate Drive, #1250, Papillion, NE 68046

as Obligee, hereinafter called Owner, in the amount of Five Hundred Thirty Two Thousand Two Hundred

Thirty Six and 80/100 Dollars Dollars (\$ 532,236.80 )

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 July 24, 2014, entered into a contract with Owner for  
Box Culvert & Roadway Improvements Giles Road From 192nd St to 1/2 Mile West, Project C-77 (14-7.)

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.

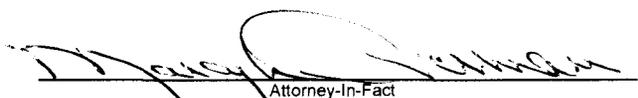
Signed and sealed this                      29th                      day of                      July                      2014

**PRINCIPAL:**

TAB Holding Company, Inc. dba TAB Construction

  
\_\_\_\_\_  
William Ringsdorf

**SURETY:** Merchants Bonding Company (Mutual)

  
\_\_\_\_\_  
Marcy L Overman  
Attorney-In-Fact

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.

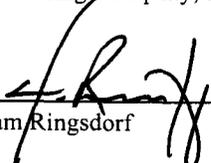
c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

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.

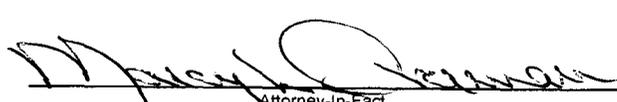
Signed and sealed this 29th day of July 2014

**PRINCIPAL:**

TAB Holding Company, Inc. dba TAB Construction

  
William Ringsdorf

**SURETY:** Merchants Bonding Company (Mutual)

  
Marcy L Overman

Attorney-In-Fact

**MERCHANTS**  
**BONDING COMPANY**  
**POWER OF ATTORNEY**

Bond #: NEC 45077

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 June, 2014.



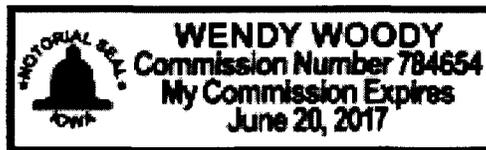
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF POLK ss.

On this 9th day of June, 2014, 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.



*Wendy Woody*

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 29th day of July, 2014.

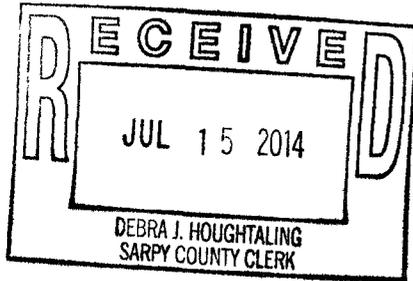


*William Warner Jr.*  
Secretary



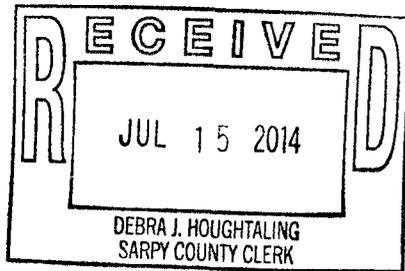
**TAB**  
Construction

4153 South 67th  
Omaha, NE 68117



2:50 pm  
sm

Deb Houghtaling  
Sarpy County Clerks Office  
Box Culvert & Roadway Imp  
Giles Road 192<sup>nd</sup> to ½ Mile West C-77 (14-7)  
**BID BOND**



2:50 pm  
sm

Deb Houghtaling  
Sarpy County Clerks Office  
Box Culvert & Roadway Imp  
Giles Road 192<sup>nd</sup> to ½ Mile West C-77 (14-7)  
**BID PROPOSAL**

**Sarpy County, Nebraska**  
**Box Culvert and Roadway Improvements Giles Road from 192<sup>nd</sup> Street to 1/2 Mile West,**  
**Project C-77 (14-7)**

**Bid Form Revised 07/10/14**

Bid Item	Description	Quantity	Unit	Unit Price	Extended Price
1	BARRICADES & WARNING SIGNS	1	LS	\$ 3,500. <sup>00</sup>	\$ 3,500. <sup>00</sup>
2	CLEARING & GRUBBING, GENERAL	1	LS	\$ 36,600. <sup>00</sup>	\$ 36,600. <sup>00</sup>
3	CLEARING AND GRUBBING TREES OVER 9" TO 18"	3	EA	\$ 480. <sup>00</sup>	\$ 1,440. <sup>00</sup>
4	CLEARING AND GRUBBING TREES OVER 27" TO 36"	1	EA	\$ 800. <sup>00</sup>	\$ 800. <sup>00</sup>
5	REMOVE AND STOCKPILE AGGREGATE SURFACING	560	CY	\$ 2.65	\$ 1,484. <sup>00</sup>
6	RESPREAD STOCKPILED AGGREGATE SURFACING	560	CY	\$ 2.65	\$ 1,484. <sup>00</sup>
7	REMOVE 60" CULVERT PIPE	46	LF	\$ 21.45	\$ 986. <sup>70</sup>
8	CONSTRUCT 12" TEMPORARY CULVERT	100	LF	\$ 32.55	\$ 3,255. <sup>00</sup>
9	CONSTRUCT 8" SOLID WALL PVC SANITARY SEWER PIPE	50	LF	\$ 38.20	\$ 1,910. <sup>00</sup>
10	CONSTRUCT 10" SOLID WALL PVC SANITARY SEWER PIPE	294	LF	\$ 36. <sup>00</sup>	\$ 10,584. <sup>00</sup>
11	CONSTRUCT 54" I.D. SANITARY SEWER MANHOLE (1 EA)	15.5	VF	\$ 395. <sup>00</sup>	\$ 6,122. <sup>50</sup>
12	CONSTRUCT 120" I.D. SANITARY SEWER MANHOLE (1 EA)	27.2	VF	\$ 1,220. <sup>00</sup>	\$ 33,184. <sup>00</sup>
13	CONSTRUCT 8" DIAMETER DROP CONNECTION (1)	6	VF	\$ 140. <sup>00</sup>	\$ 840. <sup>00</sup>
14	DEWATERING	1	LS	\$ 12,000. <sup>00</sup>	\$ 12,000. <sup>00</sup>
15	ADJUST STORM SEWER MANHOLE TO GRADE	2	EA	\$ 500. <sup>00</sup>	\$ 1,000. <sup>00</sup>
16	CONSTRUCT PCC RING RETAINER	4	EA	\$ 375. <sup>00</sup>	\$ 1,500. <sup>00</sup>
17	EARTHWORK (EXCAVATION - ESTABLISHED QTY)	83,840	CY	\$ 1.55	\$ 129,952. <sup>00</sup>
18	CRUSHED ROCK FOR SURFACING (1-1/2" MINUS)	1,420	TON	\$ 23.45	\$ 33,299. <sup>00</sup>
19	EXCAVATION FOR BOX CULVERT (ESTABLISHED QTY)	900	CY	\$ 23.50	\$ 21,150. <sup>00</sup>
20	CLASS 47BD-4000 CONCRETE FOR BOX CULVERT	254.5	CY	\$ 471. <sup>00</sup>	\$ 119,869. <sup>50</sup>
21	REINFORCING STEEL FOR BOX CULVERT	33,410	LB	\$ 1.50	\$ 50,115. <sup>00</sup>
22	CONSTRUCT CHAIN LINK FENCE	88	LF	\$ 35.15	\$ 3,093. <sup>20</sup>

23	DITCH CHECKS	588	LF	\$ 8.35	\$ 4,909.80
24	SEEDING, TYPE B	1.5	AC	\$ 1,865.00	\$ 2,797.50
25	EROSION CONTROL, TURF REINFORCEMENT	1,600	SY	\$ 4.20	\$ 6,720.00
26	EROSION CONTROL, TYPE II	24,995	SY	\$ 1.00	\$ 24,995.00
27	FABRIC SILT FENCE	1,738	LF	\$ 2.40	\$ 4,171.20
28	ROCK RIPRAP, TYPE "C"	296	TON	\$ 48.90	\$ 14,474.40
<b>TOTAL (ITEMS 1-28, INCLUSIVE)</b>				<b>\$ 532,236.80</b>	

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.

Total base bid shall be the basis for establishing the amount of the Performance Bond in this Contract. The Total Base Bid is based on the quantities shown in the Proposal Form and on the dimensions shown in the Plans where specific quantities are not itemized, and is subject to additions or reductions according to the actual construction quantities as determined by the Engineer. Any such change orders shall be made by and become a part of the Engineers Certified Progress Statement(s) of work in progress as well as final completed construction (Project Completion Report(s)).

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

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

The undersigned also agrees that the time of commencement, rate of progress and time of completion of the work of the Contract are ESSENTIAL CONDITIONS of the Contract and that the Owner may retain a sum of five hundred dollars (\$500.00) per working day from the sum due under the Contract for each working 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  
2013 18.2 MILLION  
2012 14.4 MILLION  
2011 13.8 MILLION

**References**

Company Name: SARPY COUNTY  
Address: \_\_\_\_\_  
Contact Name: BILL HEZA Phone Number: 402-537-6900  
Date of Purchase: \_\_\_\_\_ Email: \_\_\_\_\_

Company Name: CITY OF OMAHA  
Address: \_\_\_\_\_  
Contact Name: TOM GLOW Phone Number: 402-444-5220  
Date of Purchase: \_\_\_\_\_ Email: \_\_\_\_\_

Company Name: NDOIR  
Address: \_\_\_\_\_  
Contact Name: MARY LUNCH Phone Number: 402-595-2534  
Date of Purchase: \_\_\_\_\_ Email: \_\_\_\_\_

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 AW  
Addendum #2 \_\_\_\_\_

TAB CONSTRUCTION CO.  
Company Name  
[Signature]  
Authorized Signature  
4153 S. 67<sup>TH</sup> ST.  
Address  
OMAHA NE 68117  
City, State & Zip

Wm Ringsdorf  
Company Representative (Please print)  
402-331-1244  
Telephone Number  
402-331-1206  
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.: 241442

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.

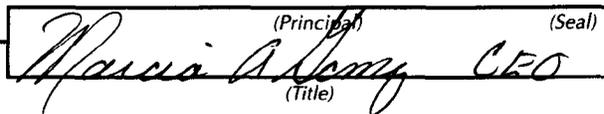
WHEREAS, the Principal has submitted a bid for Box Culvert And Roadway Improvements Giles Road From  
192nd Street To 1/2 Mile West, Project C-77 (14-7)

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.

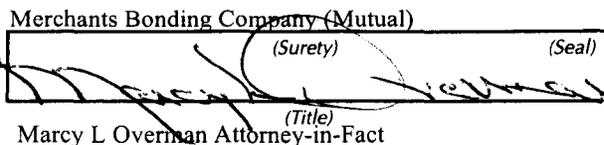
Signed and sealed this 7th day of July 2014 ~~XXX~~

TAB Holding Company, Inc. dba TAB Construction

  
(Witness)

  
(Principal) (Seal)  
Marcia A. Long CEO  
(Title)

  
(Witness)

Merchants Bonding Company (Mutual)  
(Surety) (Seal)  
  
(Title)  
Marcy L Overman Attorney-in-Fact

**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Bond #: 241442

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**

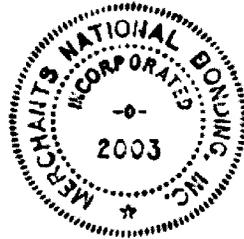
and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

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

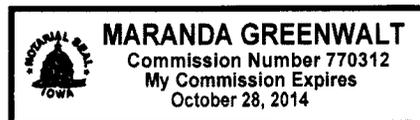
*Larry Taylor*

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 7th day of July, 2014.



*William Warner Jr.*

Secretary