

2015-301
15/001199

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION AWARDING BID FOR SCHRAM ROAD – 144TH STREET TO 138TH STREET,
PROJECT C-77 (15-6)
FOR THE PUBLIC WORKS DEPARTMENT

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

WHEREAS, bids for Schram Road – 144th Street to 138th Street, Project C-77 (15-6) 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,

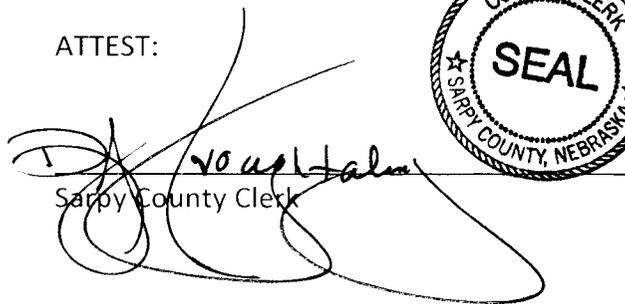
WHEREAS, this Board desires to proceed forthwith in order to expedite and facilitate service to the citizens of Sarpy County.

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

1. The low bid of Hawkins Construction Company for Schram Road – 144th Street to 138th Street, Project C-77 (15-6) in the amount One Million Eighty Thousand One Hundred Fifty Dollars and Twenty One Cents (\$1,080,150.21) 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 4th day of August, 2015.


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, Purchasing/Contract Administrator
(402) 593-4476

MEMO

To: Sarpy County Board of Commissioners

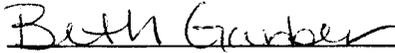
From: Beth Garber

Re: Award Bid for Schram Rd. – 144th St. to 132nd St. (15-6)

On July 28, 2015, two (2) bids were opened for Schram Road – 144th Street to 132nd Street, Project C-77 (15-6) for the Public Works Department. After reviewing the bids, it is recommended the bid be awarded to the low bidder, Hawkins Construction Company for \$1,080,150.21.

The preliminary engineer's estimate for the project was \$898,842.00. However, after reviewing the bids it was noted that the two (2) bids received were comparable and the engineer's estimate was low. The County has previously worked with Hawkins successfully, most recently on the Replacement Bridge No. 146 and Replacement No. 149.

July 30, 2015


Beth Garber

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



SARPY COUNTY

Dennis L. Wilson, P.E., PhD
Sarpy County Engineer

PUBLIC WORKS DEPARTMENT
15100 South 84th Street • Papillion, NE 68046-2895
Phone (402) 537-6900 • FAX (402) 537-6955 • www.sarpy.com

MEMORANDUM

To: Sarpy County Board of Commissioners
From: Dennis L. Wilson, P.E., Ph.D., Sarpy County Engineer *DW*
Date: July 31, 2015
Subject: Award Recommendation for C-77(15-6):
Schram Road, 144th Street to 132nd Street

On July 28, 2015, 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 with a total bid of \$1,080,150.21. This bid is 19% higher than the base bid Engineer's Estimate of \$906,550.10. The other bid was \$1,114,794.99 (23% higher than Engineer's Estimate).

After review of the bids, it would appear the Mobilization Bid Item and the Excavation Bid Item prices were substantially higher on both bids as compared to the Engineer's Estimate. After discussion with staff, and lengthy consideration, it would appear the two bid items in question are comparable and reasonable between the two bidders, therefore the Engineer's Estimate for these items appears to be low.

The Sarpy County Engineer recommends the bid be awarded to Hawkins Construction Company at their bid price listed above. Feel free to contact me if you have any questions.

BID TAB
SCHRAM RD. - 144TH ST. TO 132ND ST.
PROJECT C-77 (15-6)

BID OPENING:
3:00 PM, JULY 28, 2015

ITEM NO.	DESCRIPTION	UNIT	QNTY	MFT Construction, Inc.		Hawkins Construction Company	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	MOBILIZATION	LS	1	\$137,190.00	\$137,190.00	\$95,249.96	\$95,249.96
2	GENERAL CLEARING AND GRUBBING	LS	1	\$16,350.00	\$16,350.00	\$6,708.26	\$6,708.26
3	EARTHWORK (EXCAVATION)	CY	58566	\$7.76	\$454,472.16	\$7.40	\$433,388.40
4	EXCAVATION OF UNSUITABLE MATERIALS	CY	500	\$10.90	\$5,450.00	\$12.34	\$6,170.00
5	SAWING PAVEMENT	LF	883	\$6.90	\$6,092.70	\$4.63	\$4,088.29
6	REMOVE CONCRETE MEDIAN SURFACING	SY	832	\$7.63	\$6,348.16	\$12.54	\$10,433.28
7	REMOVE PAVEMENT	SY	770	\$8.72	\$6,714.40	\$12.55	\$9,663.50
8	REMOVE COMBINATION CURB AND GUTTER	LF	361	\$9.81	\$3,541.41	\$3.94	\$1,422.34
9	REMOVE 18" OR SMALLER CULVERT PIPE	LF	191	\$14.17	\$2,706.47	\$4.97	\$949.27
10	REMOVE AND REPLACE MAILBOX	EA	1	\$392.40	\$392.40	\$242.67	\$242.67
11	REMOVE BOLLARD	EA	3	\$181.67	\$545.01	\$81.20	\$243.60
12	REMOVE & REPLACE BOLLARD	EA	3	\$1,417.00	\$4,251.00	\$495.74	\$1,487.22
13	REMOVE BARBED WIRE FENCE	LF	5517	\$1.09	\$6,013.53	\$1.61	\$8,882.37
14	CRUSHED ROCK SURFACING	TONS	1433	\$25.07	\$35,925.31	\$30.60	\$43,849.80
15	TEMPORARY SURFACING	TONS	500	\$15.26	\$7,630.00	\$29.32	\$14,660.00
16	9" CONCRETE PAVEMENT - TYPE 47B-3500	SY	6758	\$34.99	\$236,462.42	\$39.81	\$269,035.98
17	10" CONCRETE PAVEMENT - TYPE 47B-3500	SY	839	\$52.84	\$44,332.76	\$46.90	\$39,349.10
18	4" FOUNDATION COURSE	SY	839	\$6.90	\$5,789.10	\$8.81	\$7,391.59
19	6" SHOULDER SURFACING	SY	58	\$90.85	\$5,269.30	\$38.60	\$2,238.80
20	4" CONCRETE MEDIAN SURFACING - TYPE 47B-3500	SY	315	\$42.55	\$13,403.25	\$54.33	\$17,113.95
21	DRILL AND GROUT TIE BARS	EA	310	\$6.90	\$2,139.00	\$4.72	\$1,463.20
22	CONSTRUCT 18" CORRUGATED METAL PIPE (CULVERT)	LF	33	\$58.49	\$1,930.17	\$40.21	\$1,326.93
23	CONSTRUCT 18" REINFORCED CONCRETE PIPE (CULVERT)	LF	80	\$54.60	\$4,368.00	\$38.77	\$3,101.60
24	CONSTRUCT 24" CORRUGATED METAL PIPE (CULVERT)	LF	24	\$79.44	\$1,906.56	\$55.30	\$1,327.20
25	CONSTRUCT 24" REINFORCED CONCRETE PIPE (CULVERT)	LF	94	\$72.42	\$6,807.48	\$55.68	\$5,233.92
26	CONSTRUCT 18" R.C. FLARED END SECTION	EA	2	\$575.00	\$1,150.00	\$611.70	\$1,223.40
27	CONSTRUCT 24" R.C. FLARED END SECTION	EA	2	\$690.00	\$1,380.00	\$709.40	\$1,418.80
28	CONSTRUCT RIPRAP - TYPE C	TONS	18	\$56.53	\$1,017.54	\$89.28	\$1,607.04
29	INSTALL EROSION CHECK (WATTLE)	LF	3948	\$2.02	\$7,974.96	\$1.99	\$7,856.52
30	INSTALL SILT FENCE	LF	829	\$2.45	\$2,031.05	\$2.41	\$1,997.89
31	INSTALL SEEDING TYPE VA (EROSION CONTROL)	AC	6.18	\$4,905.00	\$30,312.90	\$4,829.95	\$29,849.09
32	INSTALL TURF REINFORCEMENT (CLASS 1D)	SY	2127	\$1.31	\$2,786.37	\$1.29	\$2,743.83
33	INSTALL TURF REINFORCEMENT (CLASS 2A)	SY	644	\$3.16	\$2,035.04	\$3.11	\$2,002.84
34	REMOVE ROAD SIGNS	LS	1	\$1,380.00	\$1,380.00	\$454.75	\$454.75
35	INSTALL TRAFFIC SIGNS & POSTS, SIGNS PROVIDED BY CONTRACTOR	LS	1	\$7,586.40	\$7,586.40	\$2,747.70	\$2,747.70
36	PERMANENT PAINTED PAVEMENT MARKING - 5" YELLOW, GROOVED	LF	3772	\$0.65	\$2,451.80	\$0.64	\$2,414.08
37	PERMANENT PAINTED PAVEMENT MARKING - 5" WHITE	LF	2494	\$0.56	\$1,396.64	\$0.54	\$1,346.76
38	PERMANENT PAINTED PAVEMENT MARKING - 8" WHITE	LF	400	\$0.87	\$348.00	\$0.86	\$344.00
39	PERMANENT PAINTED PAVEMENT MARKING - 5" WHITE, GROOVED	LF	150	\$0.65	\$97.50	\$0.64	\$96.00
40	PERMANENT PAINTED PAVEMENT MARKING - 24" WHITE, GROOVED	LF	36	\$3.82	\$137.52	\$3.76	\$135.36
41	PERM. PAINTED PAVEMENT MARKING SYMBOL - WHITE DIR. LT ARROW, GROOVED	EA	4	\$81.75	\$327.00	\$80.50	\$322.00
42	WET REFLECTIVE PREFORMED PAVEMENT MARKING-TYPE IV - 8" YELLOW	LF	932	\$7.30	\$6,803.60	\$7.19	\$6,701.08
43	WET REFLECTIVE PREFORMED PAVEMENT MARKING-TYPE IV - 5" WHITE, GROOVED	LF	719	\$4.31	\$3,098.89	\$4.24	\$3,048.56
44	WET REF. PREFORMED PAVE. MARKING SYMBOL-WHITE DIR. LT ARROW, GROOVED	EA	3	\$288.85	\$866.55	\$284.43	\$853.29
45	TRAFFIC SIGNAL DETECTION	LS	1	\$13,679.50	\$13,679.50	\$12,582.85	\$12,582.85
46	BARRICADES AND WARNING SIGNS	BDAY	13510	\$0.31	\$4,188.10	\$0.30	\$4,053.00
47	FLASHING ARROW PANEL	DAY	42	\$38.15	\$1,602.30	\$37.57	\$1,577.94
48	CHANGEABLE MESSAGE SIGN	DAY	28	\$67.58	\$1,892.24	\$66.55	\$1,863.40
49	RENTAL OF LOADER, FULLY OPERATED	hour	10	\$90.85	\$908.50	\$150.26	\$1,502.60
50	RENTAL OF BACKHOE, FULLY OPERATED	hour	10	\$71.30	\$713.00	\$198.56	\$1,985.60
51	RENTAL OF DUMP TRUCK, FULLY OPERATED	hour	10	\$98.90	\$989.00	\$112.70	\$1,127.00
52	RENTAL OF SKID LOADER, FULLY OPERATED	hour	10	\$66.70	\$667.00	\$128.80	\$1,288.00
53	RENTAL OF CRAWLER MOUNTED HYDRAULIC EXCAVATOR, FULLY OPERATED	hour	10	\$94.30	\$943.00	\$198.56	\$1,985.60
TOTAL BID					\$1,114,794.99		\$1,080,150.21

CONTRACT AGREEMENT

THIS CONTRACT is made and entered 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 Sarpy County Project C-77 (15-6) Schram Road, 144th Street to 132nd Street.** 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 One Million Eighty Thousand One Hundred Fifty Dollars and Twenty One Cents (\$1,080,150.21) under penalty of Performance, Payment and Guarantee Bond.
2. The Contractor shall conform with the applicable plans and specifications, applicable Special Provisions and any applicable change order or addenda pertaining thereto or to this Contract, all of which by reference thereto are made a part hereof. Applicable notice to bidders, Instruction to bidders, Bid Proposal of Contractor, Resolution awarding this Contract, the Performance, Payment and Guarantee Bond and all proceedings by the governing body of the County relating to the aforesaid work are made a part hereto by reference thereto.
3. The County agrees to pay the Contractor in accordance with the provisions of the specifications, the accepted Proposal of the Contractor and the provisions of this Contract.
4. All provisions of each document and item referred to in Paragraph 2 above shall be strictly complied with the same as if rewritten herein, and in the event of conflict among the provisions of said documents, the provisions most favorable to the County shall govern, and substitution or change shall be made except upon written direction, the form of which shall be written "Change Order" of the County; and substitution or change shall in no manner be construed to release either party from any specified or implied obligation of this Contract except as specifically provided for in the Change Order.
5. The Contractor warrants that it has neither employed nor retained any company or person, other than bona fide employee working for Contractor to solicit or secure this Contract, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County shall have the right to annul this Contract without liability, or in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
6. County and Contractor promise and agree to comply with all Federal and State laws and County ordinances, and such other rules and regulations as may apply to this Contract, including but not limited to: the Americans with Disabilities Act of 1990 (29 U.S.C.A. 12101, et seq.); the Rehabilitation Act of 1973 (29 U.S.C.A. 701, et seq.); and the Drug Free Workplace Act of 1988 (41 U.S.C.A. 701, et seq.). Furthermore, pursuant to Neb. Rev. Stat. 73-102 Reissue 1990), County and Contractor declare, promise, and warrant that they have and will continue to comply fully

with the Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C.A. 1985, et seq.); and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. 48-1101, et seq., (Reissue 1993), in that there shall be no discrimination against any person who is employed in the performance of this Contract, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

7. The Contractor shall indemnify and save harmless Sarpy County, its officers, employees, agents and representatives from all claims, suits or actions of every kind and character made upon or brought against the said Sarpy County, its officers, employees, agents and representatives for on or account of any injuries or damages received or sustained by any party or parties by or from the acts or omissions of the said Contractor or its servants, agents, representatives and subcontractors, in doing the work herein contracted for or by or in consequence of any negligence in guarding the same or any improper material used in its construction or by or on account of any act or omission of said Contractor or its servants, agents, representatives and subcontractor or its servants, agents, representatives and subcontractors arising out of any manner connected with the performance of this Contract, and also from all claims or damage for infringement of any patent in fulfilling this Contract.

8. The Contractor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

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

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
 2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
 3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect. 4-108.
9. Insurance Requirements

The Contractor shall not begin work under this Agreement until all insurance certificates have been filed with the Sarpy County Clerk.

The following insurance coverages shall be kept in force during the life of the Agreement and shall be primary with respect to any insurance or self-insurance programs covering the County, its commissioners/supervisors, officials, agents, representatives and employees. These insurance coverages shall specifically state, or be endorsed to state, that thirty (30) days notice shall be given to the County in the event of cancellation of, or material change in, any of the coverages.

a. Worker's Compensation and Employers Liability Insurance

The minimal acceptable limits shall be the statutory limits as required by the State of Nebraska for Coverage A, Workers' Compensation and \$500,000 each accident for Coverage B, Employers Liability.

b. Commercial General Liability Insurance

Coverage should include broad form coverage written on a commercial general liability form and written on an occurrence basis. The coverage must protect against claims for damages resulting from bodily injury, including death, personal injury and property damage.

The minimum acceptable limits of liability shall be \$1,000,000 each occurrence. If the coverage contains a general aggregate, such limit shall not be less than \$2,000,000. The products/completed operations limit shall not be less than \$2,000,000. The County shall be named as an additional insured on the insurance coverage required under this section.

c. Automobile Liability Insurance

Coverage shall be against claims for damages resulting from bodily injury, including death and property damage, which may arise from the operations of any owned, hired or non-owned automobile. The minimum acceptable limit of liability shall be \$1,000,000 Combined Single Limit for each accident. The County is to be named as an additional insured on the insurance coverage required under this section.

d. Certificate of Insurance

The Contractor shall furnish the County with a certificate(s) of insurance evidencing the coverage required in this section. If the certificate(s) is shown to expire prior to completion of all the terms of this Agreement, the Contractor shall furnish a certificate(s) of insurance evidencing renewal of its coverage to the County. The County is to be included as an additional insured on the insurance coverage required under this section.

The Contractor shall require each and every Subcontractor performing work under this Agreement to maintain the same coverages required of the Contractor in this Section, and upon the request of the County, shall furnish the County with a certificate(s) of insurance evidencing the Subcontractor's insurance coverages required in this section.

e. Property Insurance

During the term of the Contract all responsibility for maintenance of property insurance on the work remains solely with the Contractor, who shall, as a minimum requirement, obtain a builder's "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 any time 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.

2.4

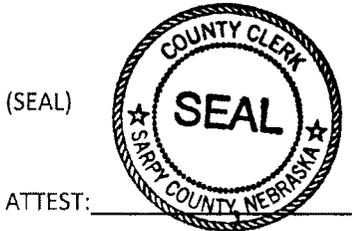
13. Except as may otherwise be required by applicable law payment of any balance due to the Contractor under this Contract shall be made by the County to the Contractor upon completion of the Contractor's work and obligations in accordance with the Contract, upon acceptance thereof by the County, and upon submission of certificate by the Contractor in accordance to 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, 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 or responsibilities in the review or approval of the undertaking described in this Contract, or the performing of services pursuant to this Contract shall participate in any decision relating 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 any member of its governing body, have any interest, direct or 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 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 4th day of August 2015.



County of Sarpy, Nebraska
A Body Politic and Corporate

CHAIRMAN: _____ 8/4/15

CLERK: _____

APPROVED AS TO FORM: _____

COUNTY ATTORNEY/DEPUTY _____

ATTEST: _____

SECRETARY/WITNESS _____

CONTRACTOR: _____

Chris Hawkins
Chief Operating Officer
PRESIDENTIAL

Deb Houghtaling
Sarby County Clerk's Office
1210 Golden Gate Dr., Ste 1250
Papillion, Nebraska 68046

SCHRAM ROAD, 144TH ST TO 132ND ST
PROJECT C-77 (15-6)
HAWKINS CONSTRUCTION CO.
BID BOND

CONTRACTOR: Hawkins Construction Company

Sarpy County, Nebraska
~ Bid Form – UPDATED 7/14/15~
Schram Road, 144th St to 132th St
Project C-77 (15-6)

The undersigned, having carefully examined the Plans and Specifications, and having examined the project areas, hereby submit our proposal.

Attached hereto is a Bid Bond in the amount of 5% of the amount bid made payable to the Sarpy County Treasurer, which is agreed shall be forfeited should the undersigned fail to perform or fail to furnish bond and securities in accordance with the proposal.

For furnishing all materials, labor, equipment, tools, together with appurtenances and accessories required to prepare, construct, erect and install the proposed improvements, complete and ready for operation, our bid as follows:

Item #	Description	Unit	Quantity	Unit Cost	Extended Price
1	MOBILIZATION	LS	1	\$ 95,249.96	\$ 95,249.96
2	GENERAL CLEARING AND GRUBBING	LS	1	\$ 6,708.26	\$ 6,708.26
3	EARTHWORK (EXCAVATION)	CY	58566	\$ 7.40	\$ 433,388.40
4	EXCAVATION OF UNSUITABLE MATERIALS	CY	500	\$ 12.34	\$ 6,170.00
5	SAWING PAVEMENT	LF	883	\$ 4.63	\$ 4,088.29
6	REMOVE CONCRETE MEDIAN SURFACING	SY	832	\$ 12.54	\$ 10,433.28
7	REMOVE PAVEMENT	SY	770	\$ 12.55	\$ 9,663.50
8	REMOVE COMBINATION CURB AND GUTTER	LF	361	\$ 3.94	\$ 1,422.34
9	REMOVE 18" OR SMALLER CULVERT PIPE	LF	191	\$ 4.97	\$ 949.27
10	REMOVE AND REPLACE MAILBOX	EA	1	\$ 242.67	\$ 242.67
11	REMOVE BOLLARD	EA	3	\$ 81.20	\$ 243.60
12	REMOVE & REPLACE BOLLARD	EA	3	\$ 495.74	\$ 1,487.22
13	REMOVE BARBED WIRE FENCE	LF	5517	\$ 1.61	\$ 8,882.37
14	CRUSHED ROCK SURFACING	TONS	1433	\$ 30.60	\$ 43,849.80
15	TEMPORARY SURFACING	TONS	500	\$ 29.32	\$ 14,660.00
16	9" CONCRETE PAVEMENT - TYPE 47B-3500	SY	6758	\$ 39.81	\$ 269,035.98
17	10" CONCRETE PAVEMENT - TYPE 47B-3500	SY	839	\$ 46.90	\$ 39,349.10
18	4" FOUNDATION COURSE	SY	839	\$ 8.81	\$ 7,391.59
19	6" SHOULDER SURFACING	SY	58	\$ 38.60	\$ 2,238.80
20	4" CONCRETE MEDIAN SURFACING - TYPE 47B-3500	SY	315	\$ 54.33	\$ 17,113.95
21	DRILL AND GROUT TIE BARS	EA	310	\$ 4.72	\$ 1,463.20
22	CONSTRUCT 18" CORRUGATED METAL PIPE (CULVERT)	LF	33	\$ 40.21	\$ 1,326.93
23	CONSTRUCT 18" REINFORCED CONCRETE PIPE (CULVERT)	LF	80	\$ 38.77	\$ 3,101.60
24	CONSTRUCT 24" CORRUGATED METAL PIPE (CULVERT)	LF	24	\$ 55.30	\$ 1,327.20
25	CONSTRUCT 24" REINFORCED CONCRETE PIPE (CULVERT)	LF	94	\$ 55.68	\$ 5,233.92

CONTRACTOR: Hawkins Construction Company

26	CONSTRUCT 18" R.C. FLARED END SECTION	EA	2	\$ 611.70	\$ 1,223.40
27	CONSTRUCT 24" R.C. FLARED END SECTION	EA	2	\$ 709.40	\$ 1,418.80
28	CONSTRUCT RIPRAP - TYPE C	TONS	18	\$ 89.28	\$ 1,607.04
29	INSTALL EROSION CHECK (WATTLE)	LF	3948	\$ 1.99	\$ 7,856.52
30	INSTALL SILT FENCE	LF	829	\$ 2.41	\$ 1,997.89
31	INSTALL SEEDING TYPE VA (EROSION CONTROL)	AC	6.18	\$ 4,829.95	\$ 29,849.09
32	INSTALL TURF REINFORCEMENT (CLASS 1D)	SY	2127	\$ 1.29	\$ 2,743.83
33	INSTALL TURF REINFORCEMENT (CLASS 2A)	SY	644	\$ 3.11	\$ 2,002.84
34	REMOVE ROAD SIGNS	LS	1	\$ 454.75	\$ 454.75
35	INSTALL TRAFFIC SIGNS & POSTS, SIGNS PROVIDED BY CONTRACTOR	LS	1	\$ 2,747.70	\$ 2,747.70
36	PERMANENT PAINTED PAVEMENT MARKING - 5" YELLOW, GROOVED	LF	3772	\$ 0.64	\$ 2,414.08
37	PERMANENT PAINTED PAVEMENT MARKING - 5" WHITE	LF	2494	\$ 0.54	\$ 1,346.76
38	PERMANENT PAINTED PAVEMENT MARKING - 8" WHITE	LF	400	\$ 0.86	\$ 344.00
39	PERMANENT PAINTED PAVEMENT MARKING - 5" WHITE, GROOVED	LF	150	\$ 0.64	\$ 96.00
40	PERMANENT PAINTED PAVEMENT MARKING - 24" WHITE, GROOVED	LF	36	\$ 3.76	\$ 135.36
41	PERM. PAINTED PAVEMENT MARKING SYMBOL - WHITE DIR. LT ARROW, GROOVED	EA	4	\$ 80.50	\$ 322.00
42	WET REFLECTIVE PREFORMED PAVEMENT MARKING-TYPE IV - 8" YELLOW	LF	932	\$ 7.19	\$ 6,701.08
43	WET REFLECTIVE PREFORMED PAVEMENT MARKING-TYPE IV - 5" WHITE, GROOVED	LF	719	\$ 4.24	\$ 3,048.56
44	WET REF. PREFORMED PAVE. MARKING SYMBOL-WHITE DIR. LT ARROW, GROOVED	EA	3	\$ 284.43	\$ 853.29
45	TRAFFIC SIGNAL DETECTION	LS	1	\$ 12,582.85	\$ 12,582.85
46	BARRICADES AND WARNING SIGNS	BDAY	13510	\$ 0.30	\$ 4,053.00
47	FLASHING ARROW PANEL	DAY	42	\$ 37.57	\$ 1,577.94
48	CHANGEABLE MESSAGE SIGN	DAY	28	\$ 66.55	\$ 1,863.40
49	RENTAL OF LOADER, FULLY OPERATED	HOUR	10	\$ 150.26	\$ 1,502.60
50	RENTAL OF BACKHOE, FULLY OPERATED	HOUR	10	\$ 198.56	\$ 1,985.60
51	RENTAL OF DUMP TRUCK, FULLY OPERATED	HOUR	10	\$ 112.70	\$ 1,127.00
52	RENTAL OF SKID LOADER, FULLY OPERATED	HOUR	10	\$ 128.80	\$ 1,288.00
53	RENTAL OF CRAWLER MOUNTED HYDRAULIC EXCAVATOR, FULLY OPERATED	HOUR	10	\$ 198.56	\$ 1,985.60
				Total Bid	\$ 1,080,150.21

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

CONTRACTOR START DATE:

August 17th, 2015

CONTRACTOR: Hawkins Construction Company

If notified of acceptance of this proposal and Contract award within sixty (60) days after date stated for receipt of bids, the undersigned agrees to execute a Contract, provide insurance certificates and performance bonds for the above named work and the above stated consideration in the form required within ten (10) days of such proposal acceptance notification; to commence the work within five (5) days of the Contractor's Notice to Proceed. **Substantial Completion shall be on or before October 16, 2015 to avoid accrual of liquidated damages. Final Completion shall be on or before November 15, 2015**

Total bid shall be the basis for establishing the amount of the Performance Bond in this Contract. The Total 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 one thousand five hundred dollars (\$1,500.00) per working day from the sum due under the Contract for each working day that the Contract is not completed as described above.

Company Information:

Years in business:	<u>55</u>
# of employees	<u>350</u>
Total sales last 3 years	<u>2014 - \$187,047,874</u> <u>2013 - \$160,614,394</u> <u>2012 - \$179,697,403</u>

References:

Company Name: Nebraska Department of Roads
Address: 4425 South 108th Street, Omaha, NE 68145
Contact Name: Tim Weander Phone Number: (402)595-2534
Fax Number: (402)595-1720 Date of Purchase: On-going

CONTRACTOR: Hawkins Construction Company

Company Name: City of Omaha
Address: 1819 Farnam Street, Suite 707, Omaha, NE 68183
Contact Name: Thomas Glow Phone Number: (402)444-5279
Fax Number: (402)444-3534 Date of Purchase: On-going

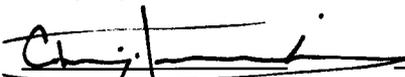
Company Name: Omaha Airport Authority
Address: 4501 Abbott Drive, Suite 2300, Omaha, NE 68110
Contact Name: Dave Roth Phone Number: (402)661-8014
Fax Number: (402)661-8025 Date of Purchase: On-going

I certify that this bid is submitted in accordance with the specifications issued by Sarpy County. I affirm that the original Specifications have not been altered in any way. Any alteration of the original Specifications, outside of an alternate bid, may be considered grounds for refusal of the bid. The undersigned acknowledged receipt of the following addenda (if applicable):

Addendum #1 Received 7/17/2015
Addendum #2 _____

Hawkins Construction Company
Company Name

Chris Hawkins - Chief Operating Officer
Company Representative (Please print)


Authorized Signature
Chris Hawkins

(402)342-1607
Telephone Number

2516 Deer Park Boulevard
Address

(402)342-3221
Fax Number

Omaha, NE 68105
City, State & Zip

chawkins@hawkins1.com
E-Mail Address

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

BID BOND

Conforms with The American Institute of
Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, Hawkins Construction Company, 2516 Deer Park Blvd., Omaha, NE 68105

_____ as Principal, hereinafter called the Principal,
and the Hartford Fire Insurance Company

of Bond, T-4, One Hartford Plaza, Hartford, CT 06115, a corporation duly organized under
the laws of the State of Connecticut, as Surety, hereinafter called the Surety, are held and firmly bound unto

Sarpy County, Nebraska as Obligee, hereinafter called the Obligee,
in the sum of FIVE PERCENT OF AMOUNT BID

Dollars (\$ 5%), for the payment of which sum well and truly to be made, the said Principal and the said
Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Schram Road, 144th Street to 132nd Street, Project C-77(15-6)

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

Signed and sealed this 28th day of July, 2015

Jane Hopper
Jane Hopper

Witness

Hawkins Construction Company (Seal)
Principal

Chris Hawkins
Chris Hawkins - COO

Title

Maura P. Kelly
Maura P. Kelly

Witness

Hartford Fire Insurance Company

By Maura P. Kelly
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

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: 91-910385

- 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

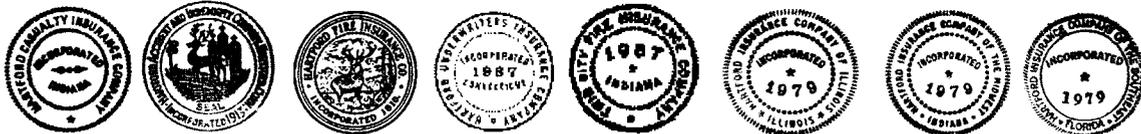
having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of unlimited:**

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 12th 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.

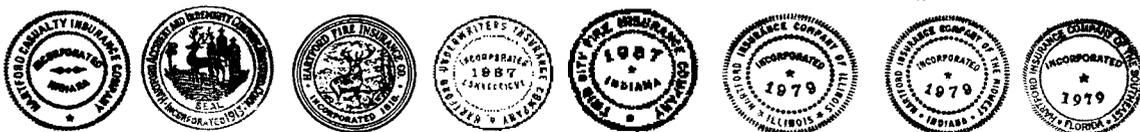


CERTIFICATE

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 *July 28, 2015*
Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Assistant Vice President

AFFIDAVIT OF PUBLICATION

RECEIVED

JUL 24 2015

STATE OF NEBRASKA }
} SS.
County of Sarpy }

Sarpy County Public Works

Being duly sworn, upon oath, Shon Barenklau deposes and says that he is the Publisher or Ron Petak deposes and says that he is the Executive Editor of the Bellevue Leader, Papillion Times, Gretna Breeze and Springfield Monitor, legal newspapers of general circulation in Sarpy County, Nebraska, and published therein; that said newspaper has been established for more than one year last past; that it has a bona-fide paid subscription list of more than three hundred; that to this personal knowledge, the advertisement, a copy of which is hereto attached, was printed in the said newspaper once each week, the first insertion having been on:

Wednesday, July 8, 2015 Bellevue Leader
Gretna Breeze
Springfield Monitor
Papillion Times
Thereafter, Wednesday, July 15, 2015 Bellevue Leader
Springfield Monitor
Gretna Breeze
Papillion Times
Thereafter, Wednesday, July 22, 2015 Bellevue Leader
Gretna Breeze
Springfield Monitor
Papillion Times

And that said newspaper is a legal newspaper under the statutes of the State of Nebraska. The above facts are within my personal knowledge.

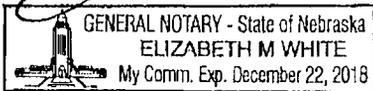
Ron Petak

Shon Barenklau OR Ron Petak
Publisher Executive Editor

Today's Date 7-22-2015
Signed in my presence and sworn to before me:

[Signature of Notary Public]

Notary Public



Printer's Fee \$ 34.03
Customer Number: 210291
Order Number: 0001873316

Sarpy County, Nebraska
Schram Road - 144th Street to 138th Street, Project C-77 (15-6)
For the Public Works Department
Request For Proposals

Sarpy County, Nebraska is seeking proposals for Schram Road - 144th Street to 138th Street, Project C-77 (15-6) for the Public Works Department. Bids will be accepted Monday through Friday 8:00 a.m. to 4:45 p.m., except holidays, until 3:00 p.m., Tuesday, July 28, 2015. Bids shall be in a sealed envelope, clearly marked "Sealed Bid - Schram Road - 144th Street to 138th Street, Project C-77 (15-6)" with the time and date of the bid opening. All bids must be sent to Deb Houghtaling, Sarpy County Clerk's Office, 1210 Golden Gate Drive, Suite 1250, Papillion, NE 68046. Bids will be publicly opened and read aloud at 3:00 p.m., Tuesday, July 28, 2015, during the Sarpy County Board of Commissioners meeting, at the above address. Bidding criteria must be received from Beth Garber at bgarber@sarpy.com. The Sarpy County Board of Commissioners reserves the right to reject any or all bids and to waive minor informalities.

Deb Houghtaling
Sarpy County Clerk
1873316; 7/8, 7/15, 7/22

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
One Million Eighty Thousand One Hundred Fifty and 21/100 Dollars (\$1,080,150.21)

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 30th day of July, 2015

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
Sarpy County Project C-77 (15-6) Schram Road, 144th Street to 132nd Street

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 30th day of July, 2015, 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.

Jane A Hopper
Witness JANE A HOPPER

[Signature]
Witness

Hawkins Construction Company
Principal
[Signature]
President KIM M. HAWKINS

Hartford Fire Insurance Company
Surety
Maura P Kelly
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 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 12th 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 *July 30, 2015*
Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Assistant Vice President

