

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

**RESOLUTION AWARDING BID FOR CAPEHART ROAD – 81<sup>ST</sup> STREET TO 60<sup>TH</sup> STREET, PROJECT C-77 (13-1) 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 Capehart Road – 81<sup>st</sup> St. to 60<sup>th</sup> St., Project C-77 (13-1) have been solicited, made, opened and reviewed pursuant to applicable Nebraska State Statutes; and,

WHEREAS, based on those proceedings, 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:

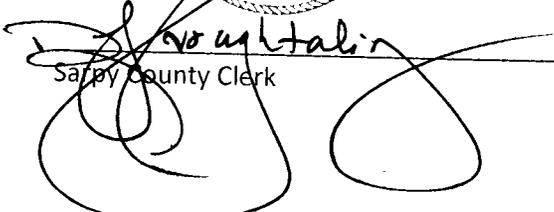
1. Based upon the recommendation of the Purchasing Department, and upon a comparison of the bids to the bid specifications, the bid is hereby awarded to the low bidder Luxa Construction Co. Inc. for Capehart Road – 81<sup>st</sup> St. to 60<sup>th</sup> St., Project C-77 (13-1) in the amount of Two Million Six Hundred Eighty Six Thousand Eight Hundred Twenty Eight Dollars and Ninety Two Cents (\$2,686,828.92) 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 10<sup>th</sup> day of November, 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: Bid Award – Capehart Road, 81<sup>st</sup> St. to 60<sup>th</sup> St.

On November 2, 2015, seven (7) bids were opened for Capehart Road – 81<sup>st</sup> Street to 60<sup>th</sup> Street, Project C-77 (13-1) for the Public Works Department. After reviewing the bids, it is recommended the bid be awarded to the low bidder, Luxa Construction Company, for \$2,686,828.92. The Engineer's Estimate for the project was \$3,124,549.50.

Luxa is a Blair based construction company that has completed several projects for the County including the 1<sup>st</sup> phase of Capehart Road and the Schram Road – 150<sup>th</sup> to Hwy 50. The Public Works Department is confident that Luxa has the capability to complete this project.

Please feel free to contact me with any questions.

November 6, 2015

  
Beth Garber

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



## SARPY COUNTY

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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:** Patrick M. Dowse, PE, Engineering Manager (PMD)  
**Date:** November 6, 2015  
**Subject:** Award Recommendation for C-77(13-1)C:  
Capehart Road, 81<sup>st</sup> Street to 60<sup>th</sup> Street

On November 3, 2015, seven (7) bids were opened during the Sarpy County Board of Commissioners Meeting for the above mentioned project. The lowest bid was from Luxa Construction Company of Blair with a total bid of \$2,686,828.92. This bid is 14.0% lower than the Engineer's Estimate of \$3,124,549.50. Six out of the seven bids were below the Engineer's Estimate. Luxa has continued to complete successful projects for Public Works in recent years, including the first phase Capehart Road from 60<sup>th</sup> Street to 48<sup>th</sup> Street and Schram Road from 150<sup>th</sup> Street to HWY 50.

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

**BID TAB**  
**CAPEHART ROAD - 81ST ST. TO 60TH ST.**  
**FOR THE**  
**PUBLIC WORKS DEPARTMENT**

BID OPENING:  
 3:00P.M. TUESDAY  
 NOVEMBER 3, 2015

ITEM NO.	BID ITEM DESCRIPTION	QUANTITY	UNIT	Tab Construction		Luxa Construction Co.		Hawkins Construction		MFT Construction, Inc.	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	CLEARING AND GRUBBING GENERAL	1	LS	\$91,383.00	\$91,383.00	\$42,940.00	\$42,940.00	\$356,854.39	\$356,854.39	\$31,080.00	\$31,080.00
2	GRUBBING STUMPS OVER 12" TO 24" DIAMETER	16	EA	\$53.00	\$848.00	\$50.00	\$800.00	\$211.10	\$3,377.60	\$291.38	\$4,662.08
3	GRUBBING STUMPS OVER 24' TO 36" DIAMETER	11	EA	\$85.00	\$935.00	\$80.00	\$880.00	\$316.63	\$3,482.93	\$444.00	\$4,884.00
4	GRUBBING STUMPS OVER 36" DIAMETER	3	EA	\$200.00	\$600.00	\$170.00	\$510.00	\$422.18	\$1,266.54	\$777.00	\$2,331.00
5	REMOVE 18" OR SMALLER CULVERT PIPE	257	LF	\$9.80	\$2,518.60	\$10.00	\$2,570.00	\$3.93	\$1,010.01	\$19.43	\$4,993.51
6	REMOVE CULVERT PIPE OVER 18" TO 24"	69	LF	\$9.80	\$676.20	\$10.00	\$690.00	\$3.93	\$271.17	\$20.20	\$1,393.80
7	REMOVE CULVERT PIPE OVER 24" TO 30"	107	LF	\$9.80	\$1,048.60	\$13.00	\$1,391.00	\$3.93	\$420.51	\$25.31	\$2,708.17
8	REMOVE 36" CULVERT PIPE	77	LF	\$9.80	\$754.60	\$13.00	\$1,001.00	\$7.87	\$605.99	\$30.97	\$2,384.69
9	REMOVE 48" CULVERT PIPE	172	LF	\$9.80	\$1,685.60	\$13.00	\$2,236.00	\$7.87	\$1,353.64	\$34.97	\$6,014.84
10	REMOVE MANHOLE	1	EA	\$700.00	\$700.00	\$800.00	\$800.00	\$170.12	\$170.12	\$1,498.50	\$1,498.50
11	REMOVE FLARED END SECTION (LESS THAN 24")	1	EA	\$20.00	\$20.00	\$160.00	\$160.00	\$23.60	\$23.60	\$249.75	\$249.75
12	REMOVE FLARED END SECTION OVER 36" TO 48"	4	EA	\$100.00	\$400.00	\$160.00	\$640.00	\$47.20	\$188.80	\$360.75	\$1,443.00
13	REMOVE AND REPLACE MAILBOX	4	EA	\$100.00	\$400.00	\$60.00	\$240.00	\$105.56	\$422.24	\$413.48	\$1,653.92
14	REMOVE GUARD POST	1	EA	\$50.00	\$50.00	\$50.00	\$50.00	\$105.56	\$105.56	\$55.50	\$55.50
15	REMOVE FENCE	6099	LF	\$1.10	\$6,708.90	\$2.00	\$12,198.00	\$1.06	\$6,464.94	\$1.11	\$6,769.89
16	REMOVE ROCK RETAINING WALL	1	LS	\$175.00	\$175.00	\$150.00	\$150.00	\$316.63	\$316.63	\$2,275.50	\$2,275.50
17	REMOVE HEADWALL	1	EA	\$200.00	\$200.00	\$50.00	\$50.00	\$378.74	\$378.74	\$1,332.00	\$1,332.00
18	REMOVE BUILDING	1	LS	\$555.00	\$555.00	\$700.00	\$700.00	\$633.26	\$633.26	\$2,220.00	\$2,220.00
19	REMOVE CONCRETE HEADER	112	LF	\$3.00	\$336.00	\$3.00	\$336.00	\$2.71	\$303.52	\$11.10	\$1,243.20
20	SAW CUT - FULL DEPTH	144	LF	\$7.25	\$1,044.00	\$7.00	\$1,008.00	\$4.36	\$627.84	\$6.66	\$959.04
21	REMOVE PAVEMENT	184	SY	\$13.00	\$2,392.00	\$13.00	\$2,392.00	\$8.44	\$1,552.96	\$11.10	\$2,042.40
22	EARTHWORK (EXCAVATION)	46600	CY	\$5.15	\$239,990.00	\$5.10	\$237,660.00	\$4.48	\$208,768.00	\$7.77	\$362,082.00
23	EARTHWORK (OFF-SITE BORROW)	12000	CY	\$12.59	\$151,080.00	\$12.00	\$144,000.00	\$10.56	\$126,720.00	\$13.32	\$159,840.00
24	EARTHWORK (UNSUITABLE EXCAVATION)	1000	CY	\$4.90	\$4,900.00	\$5.10	\$5,100.00	\$9.50	\$9,500.00	\$13.32	\$13,320.00
25	EXPLORATORY EXCAVATION	50	HR	\$225.00	\$11,250.00	\$50.00	\$2,500.00	\$279.70	\$13,985.00	\$96.57	\$4,828.50
26	9" CONCRETE PAVEMENT - TYPE L65	45444	SY	\$34.85	\$1,583,723.40	\$32.50	\$1,476,930.00	\$35.61	\$1,618,260.84	\$34.82	\$1,582,360.08
27	7" CONCRETE DRIVEWAY - TYPE L65	658	SY	\$41.00	\$26,978.00	\$37.50	\$24,675.00	\$37.32	\$24,556.56	\$41.93	\$27,589.94
28	CONSTRUCT CRUSHED ROCK SURFACING (4" THICK) CONSTRUCT AND REMOVE TEMPORARY ROCK ACCESS	383	TN	\$29.75	\$11,394.25	\$30.00	\$11,490.00	\$24.82	\$9,506.06	\$22.20	\$8,502.60
29	ROAD (4" THICK)	2700	TN	\$13.98	\$37,746.00	\$14.00	\$37,800.00	\$24.82	\$67,014.00	\$26.64	\$71,928.00
30	CONSTRUCT THICKENED EDGE PAVEMENT	214	LF	\$6.25	\$1,337.50	\$7.00	\$1,498.00	\$7.75	\$1,658.50	\$1.31	\$280.34
31	CONSTRUCT CONCRETE HEADER DRILL AND EPOXY 1" X 18" DOWEL BARS AT 12" CENTERS	214	LF	\$7.90	\$1,690.60	\$8.00	\$1,712.00	\$15.60	\$3,338.40	\$1.31	\$280.34
32	CONSTRUCT P.C. CONCRETE FLUME	3	EA	\$1,020.00	\$3,060.00	\$1,200.00	\$3,600.00	\$721.32	\$2,163.96	\$1,036.00	\$3,108.00
34	CONSTRUCT 3-STRAND BARBED WIRE FENCE	3610	LF	\$2.05	\$7,400.50	\$2.15	\$7,761.50	\$2.11	\$7,617.10	\$2.22	\$8,014.20
35	CONSTRUCT 4-STRAND BARBED WIRE FENCE	1633	LF	\$2.75	\$4,490.75	\$2.90	\$4,735.70	\$2.85	\$4,654.05	\$3.06	\$4,996.98
36	CONSTRUCT 4' CHAIN LINK FENCE	201	LF	\$15.00	\$3,015.00	\$16.00	\$3,216.00	\$15.59	\$3,133.59	\$16.40	\$3,296.40
37	CONSTRUCT GATE	2	EA	\$595.00	\$1,190.00	\$600.00	\$1,200.00	\$615.31	\$1,230.62	\$666.00	\$1,332.00
38	CONSTRUCT DOUBLE SWING GATE	1	EA	\$900.00	\$900.00	\$900.00	\$900.00	\$921.38	\$921.38	\$970.14	\$970.14
39	PULL POST	38	EA	\$160.00	\$6,080.00	\$150.00	\$5,700.00	\$161.50	\$6,137.00	\$169.83	\$6,453.54
40	END POST	8	EA	\$170.00	\$1,360.00	\$160.00	\$1,280.00	\$162.55	\$1,300.40	\$170.94	\$1,367.52
41	CORNER POST	1	EA	\$222.00	\$222.00	\$215.00	\$215.00	\$211.10	\$211.10	\$222.00	\$222.00
42	CONSTRUCT 18" P.C.P., CLASS IV	1007	LF	\$39.60	\$39,877.20	\$37.00	\$37,259.00	\$31.14	\$31,357.98	\$38.30	\$38,568.10
43	CONSTRUCT 30" R.C.P., CLASS III	135	LF	\$58.55	\$7,904.25	\$60.00	\$8,100.00	\$52.35	\$7,067.25	\$62.49	\$8,436.15
44	CONSTRUCT 36" R.C.P., D(0.01)=1,350	52	LF	\$79.75	\$4,147.00	\$80.00	\$4,160.00	\$69.48	\$3,612.96	\$82.46	\$4,287.92

**BID TAB**  
**CAPEHART ROAD - 81ST ST. TO 60TH ST.**  
**FOR THE**  
**PUBLIC WORKS DEPARTMENT**

BID OPENING:  
 3:00P.M. TUESDAY  
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ITEM NO.	BID ITEM DESCRIPTION	QUANTITY	UNIT	Tab Construction		Luxa Construction Co.		Hawkins Construction		MFT Construction, Inc.	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
45	CONSTRUCT 42" R.C.P., D(0.01)=1,350	386	LF	\$107.70	\$41,572.20	\$112.00	\$43,232.00	\$101.77	\$39,283.22	\$116.22	\$44,860.92
46	CONSTRUCT 54" R.C.P., D(0.01)=1,350	219	LF	\$145.95	\$31,963.05	\$155.00	\$33,945.00	\$133.33	\$29,199.27	\$160.39	\$35,125.41
47	CONSTRUCT 60" R.C.P., D(0.01)=1,350	742	LF	\$164.10	\$121,762.20	\$190.00	\$140,980.00	\$165.79	\$123,016.18	\$194.92	\$144,630.64
48	CONSTRUCT 18" PIPE BEDDING	1007	LF	\$4.30	\$4,330.10	\$6.00	\$6,042.00	\$9.26	\$9,324.82	\$6.33	\$6,374.31
49	CONSTRUCT 30" PIPE BEDDING	135	LF	\$6.70	\$904.50	\$7.00	\$945.00	\$16.12	\$2,176.20	\$7.10	\$958.50
50	CONSTRUCT 36" PIPE BEDDING	52	LF	\$8.70	\$452.40	\$6.00	\$312.00	\$29.07	\$1,511.64	\$6.43	\$334.36
51	CONSTRUCT 42" PIPE BEDDING	386	LF	\$9.15	\$3,531.90	\$7.75	\$2,991.50	\$35.08	\$13,540.88	\$7.99	\$3,084.14
52	CONSTRUCT 54" PIPE BEDDING	219	LF	\$12.00	\$2,628.00	\$14.00	\$3,066.00	\$49.26	\$10,787.94	\$14.48	\$3,171.12
53	CONSTRUCT 60" PIPE BEDDING	742	LF	\$14.20	\$10,536.40	\$15.25	\$11,315.50	\$57.22	\$42,457.24	\$15.76	\$11,693.92
54	CONSTRUCT 18" R.C. FLARED END SECTION	12	EA	\$456.50	\$5,478.00	\$1,200.00	\$14,400.00	\$474.96	\$5,699.52	\$1,265.40	\$15,184.80
55	CONSTRUCT 30" R.C. FLARED END SECTION	4	EA	\$652.90	\$2,611.60	\$1,500.00	\$6,000.00	\$660.14	\$2,640.56	\$1,542.90	\$6,171.60
56	CONSTRUCT 36" R.C. FLARED END SECTION	2	EA	\$1,034.00	\$2,068.00	\$2,000.00	\$4,000.00	\$1,001.02	\$2,002.04	\$2,099.01	\$4,198.02
57	CONSTRUCT 42" R.C. FLARED END SECTION	4	EA	\$1,264.00	\$5,056.00	\$2,300.00	\$9,200.00	\$1,260.62	\$5,042.48	\$2,408.70	\$9,634.80
58	CONSTRUCT 54" R.C. FLARED END SECTION	4	EA	\$1,702.00	\$6,808.00	\$3,000.00	\$12,000.00	\$1,670.34	\$6,681.36	\$3,159.06	\$12,636.24
59	CONSTRUCT 60" R.C. FLARED END SECTION	12	EA	\$2,245.00	\$26,940.00	\$3,500.00	\$42,000.00	\$2,126.98	\$25,523.76	\$3,691.49	\$44,297.88
60	CONSTRUCT 60" AREA INLET - TYPE II	2	EA	\$4,680.00	\$9,360.00	\$4,500.00	\$9,000.00	\$3,735.51	\$7,471.02	\$4,383.39	\$8,766.78
61	CONSTRUCT 54" I.D. FLATTOP MANHOLE	1	EA	\$3,315.00	\$3,315.00	\$3,500.00	\$3,500.00	\$3,518.33	\$3,518.33	\$3,392.16	\$3,392.16
62	CONSTRUCT 96" I.D. FLATTOP MANHOLE	1	EA	\$9,883.00	\$9,883.00	\$11,000.00	\$11,000.00	\$9,786.96	\$9,786.96	\$11,021.19	\$11,021.19
63	CONSTRUCT 18" R.C. VERTICAL PIPE BEND	1	EA	\$452.00	\$452.00	\$875.00	\$875.00	\$356.76	\$356.76	\$900.21	\$900.21
64	CONSTRUCT 54" R.C. VERTICAL PIPE BEND	2	EA	\$1,365.00	\$2,730.00	\$2,100.00	\$4,200.00	\$969.66	\$1,939.32	\$2,212.23	\$4,424.46
65	STABILIZE TRENCH WITH CRUSHED LIMESTONE	100	TN	\$28.00	\$2,800.00	\$28.00	\$2,800.00	\$42.28	\$4,228.00	\$28.86	\$2,886.00
66	CONSTRUCT ROCK RIP-RAP - TYPE "A"	300	TN	\$60.35	\$18,105.00	\$51.00	\$15,300.00	\$48.33	\$14,499.00	\$52.61	\$15,783.00
67	CONSTRUCT ROCK RIP-RAP - TYPE "B"	600	TN	\$54.60	\$32,760.00	\$51.00	\$30,600.00	\$48.05	\$28,830.00	\$52.61	\$31,566.00
68	CONSTRUCT ROCK RIP-RAP - TYPE "C"	300	TN	\$53.90	\$16,170.00	\$51.00	\$15,300.00	\$47.83	\$14,349.00	\$52.61	\$15,783.00
69	SEEDING - TYPE "B"	25	AC	\$700.00	\$17,500.00	\$670.00	\$16,750.00	\$649.09	\$16,227.25	\$1,361.75	\$34,043.75
70	CONSTRUCT SILT FENCE	2500	LF	\$2.12	\$5,300.00	\$2.00	\$5,000.00	\$3.01	\$7,525.00	\$2.05	\$5,125.00
71	CONSTRUCT STRAW WATTLE SILT CHECK	1104	LF	\$2.70	\$2,980.80	\$2.65	\$2,925.60	\$2.59	\$2,859.36	\$2.56	\$2,826.24
72	CONSTRUCT FLARED END INLET PROTECTION	19	EA	\$115.00	\$2,185.00	\$113.00	\$2,147.00	\$110.84	\$2,105.96	\$168.72	\$3,205.68
73	ROLLED EROSION CONTRON, TYPE II	96405	SY	\$0.97	\$93,512.85	\$0.95	\$91,584.75	\$0.93	\$89,656.65	\$1.01	\$97,369.05
74	PERMANENT PAINTED PAVEMENT MARKING - 5" WHITE SOLID	19141	LF	\$0.30	\$5,742.30	\$0.32	\$6,125.12	\$0.23	\$4,402.43	\$0.24	\$4,593.84
75	PERMANENT PAINTED PAVEMENT MARKING - 5" YELLOW SOLID	19885	LF	\$0.29	\$5,766.65	\$0.38	\$7,556.30	\$0.23	\$4,573.55	\$0.24	\$4,772.40
76	PERMANENT PAINTED PAVEMENT MARKING - 5" YELLOW SKIP (BROKEN)	3665	LF	\$0.28	\$1,026.20	\$0.38	\$1,392.70	\$0.23	\$842.95	\$0.24	\$879.60
77	PERMANENT PAINTED PAVEMENT MARKING - 10" SOLID WHITE	115	LF	\$1.00	\$115.00	\$0.75	\$86.25	\$0.53	\$60.95	\$0.56	\$64.40
78	PREFORMED PAVEMENT MARKING TAPE MARKING SYMBOL - WHITE DIRECTION ARROW	14	EA	\$480.00	\$6,720.00	\$300.00	\$4,200.00	\$501.34	\$7,018.76	\$527.25	\$7,381.50
79	PREFORMED PAVEMENT MARKING TAPE MARKING SYMBOL - WHITE "ONLY"	6	EA	\$495.00	\$2,970.00	\$245.00	\$1,470.00	\$501.34	\$3,008.04	\$527.25	\$3,163.50
80	3" CONDUITE (PVC OR DDPE)	458	LF	\$14.05	\$6,434.90	\$14.50	\$6,641.00	\$8.44	\$3,865.52	\$14.99	\$6,865.42
81	PULL BOX, TYPE PB-6	4	EA	\$685.00	\$2,740.00	\$700.00	\$2,800.00	\$759.91	\$3,039.64	\$732.60	\$2,930.40
82	BARRICADING	1	LS	\$12,900.00	\$12,900.00	\$19,200.00	\$19,200.00	\$7,915.39	\$7,915.39	\$8,325.00	\$8,325.00
<b>TOTAL BID</b>					<b>\$2,793,142.50</b>		<b>\$2,686,828.92</b>		<b>\$3,091,130.85</b>		<b>\$3,014,942.52</b>

**BID TAB**  
**CAPEHART ROAD - 81ST ST. TO 60TH ST.**  
**FOR THE**  
**PUBLIC WORKS DEPARTMENT**

BID OPENING:  
 3:00P.M. TUESDAY  
 NOVEMBER 3, 2015

ITEM NO.	BID ITEM DESCRIPTION	QUANTITY	UNIT	MBC Construction Co., Inc.		Graham Construction, Inc.		Chas. Vrana & Son Construction Co.	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	CLEARING AND GRUBBING GENERAL	1	LS	\$130,986.70	\$130,986.70	\$75,000.00	\$75,000.00	\$205,000.00	\$205,000.00
2	GRUBBING STUMPS OVER 12" TO 24" DIAMETER	16	EA	\$69.73	\$1,115.68	\$75.00	\$1,200.00	\$100.00	\$1,600.00
3	GRUBBING STUMPS OVER 24" TO 36" DIAMETER	11	EA	\$83.68	\$920.48	\$110.00	\$1,210.00	\$120.00	\$1,320.00
4	GRUBBING STUMPS OVER 36" DIAMETER	3	EA	\$99.30	\$297.90	\$150.00	\$450.00	\$130.00	\$390.00
5	REMOVE 18" OR SMALLER CULVERT PIPE	257	LF	\$19.53	\$5,019.21	\$12.00	\$3,084.00	\$10.00	\$2,570.00
6	REMOVE CULVERT PIPE OVER 18" TO 24"	69	LF	\$20.31	\$1,401.39	\$13.00	\$897.00	\$12.00	\$828.00
7	REMOVE CULVERT PIPE OVER 24" TO 30"	107	LF	\$25.44	\$2,722.08	\$15.00	\$1,605.00	\$15.00	\$1,605.00
8	REMOVE 36" CULVERT PIPE	77	LF	\$31.13	\$2,397.01	\$18.00	\$1,386.00	\$20.00	\$1,540.00
9	REMOVE 48" CULVERT PIPE	172	LF	\$35.15	\$6,045.80	\$20.00	\$3,440.00	\$20.00	\$3,440.00
10	REMOVE MANHOLE	1	EA	\$1,506.24	\$1,506.24	\$900.00	\$900.00	\$700.00	\$700.00
11	REMOVE FLARED END SECTION (LESS THAN 24")	1	EA	\$251.04	\$251.04	\$350.00	\$350.00	\$200.00	\$200.00
12	REMOVE FLARED END SECTION OVER 36" TO 48"	4	EA	\$362.61	\$1,450.44	\$450.00	\$1,800.00	\$320.00	\$1,280.00
13	REMOVE AND REPLACE MAILBOX	4	EA	\$195.25	\$781.00	\$205.00	\$820.00	\$200.00	\$800.00
14	REMOVE GUARD POST	1	EA	\$111.57	\$111.57	\$150.00	\$150.00	\$110.00	\$110.00
15	REMOVE FENCE	6099	LF	\$1.07	\$6,525.93	\$1.10	\$6,708.90	\$1.20	\$7,318.80
16	REMOVE ROCK RETAINING WALL	1	LS	\$1,004.16	\$1,004.16	\$650.00	\$650.00	\$1,000.00	\$1,000.00
17	REMOVE HEADWALL	1	EA	\$836.80	\$836.80	\$350.00	\$350.00	\$500.00	\$500.00
18	REMOVE BUILDING	1	LS	\$3,695.30	\$3,695.30	\$4,000.00	\$4,000.00	\$3,500.00	\$3,500.00
19	REMOVE CONCRETE HEADER	112	LF	\$7.81	\$874.72	\$8.00	\$896.00	\$2.00	\$224.00
20	SAW CUT - FULL DEPTH	144	LF	\$6.69	\$963.36	\$4.50	\$648.00	\$3.00	\$432.00
21	REMOVE PAVEMENT	184	SY	\$10.04	\$1,847.36	\$8.00	\$1,472.00	\$12.00	\$2,208.00
22	EARTHWORK (EXCAVATION)	46600	CY	\$4.51	\$210,166.00	\$4.90	\$228,340.00	\$5.80	\$270,280.00
23	EARTHWORK (OFF-SITE BORROW)	12000	CY	\$17.93	\$215,160.00	\$14.51	\$174,120.00	\$16.50	\$198,000.00
24	EARTHWORK (UNSUITABLE EXCAVATION)	1000	CY	\$22.31	\$22,310.00	\$13.50	\$13,500.00	\$4.30	\$4,300.00
25	EXPLORATORY EXCAVATION	50	HR	\$167.36	\$8,368.00	\$165.00	\$8,250.00	\$230.00	\$11,500.00
26	9" CONCRETE PAVEMENT - TYPE L65	45444	SY	\$38.79	\$1,762,772.76	\$31.80	\$1,445,119.20	\$30.00	\$1,363,320.00
27	7" CONCRETE DRIVEWAY - TYPE L65	658	SY	\$49.19	\$32,367.02	\$38.30	\$25,201.40	\$52.00	\$34,216.00
28	CONSTRUCT CRUSHED ROCK SURFACING (4" THICK)	383	TN	\$33.80	\$12,945.40	\$25.00	\$9,575.00	\$25.00	\$9,575.00
29	CONSTRUCT AND REMOVE TEMPORARY ROCK ACCESS ROAD (4" THICK)	2700	TN	\$44.95	\$121,365.00	\$31.10	\$83,970.00	\$30.00	\$81,000.00
30	CONSTRUCT THICKENED EDGE PAVEMENT	214	LF	\$8.34	\$1,784.76	\$7.10	\$1,519.40	\$18.00	\$3,852.00
31	CONSTRUCT CONCRETE HEADER	214	LF	\$8.34	\$1,784.76	\$7.65	\$1,637.10	\$21.00	\$4,494.00
32	DRILL AND EPOXY 1" X 18" DOWEL BARS AT 12" CENTERS	226	EA	\$9.53	\$2,153.78	\$9.50	\$2,147.00	\$10.00	\$2,260.00
33	CONSTRUCT P.C. CONCRETE FLUME	3	EA	\$2,383.61	\$7,150.83	\$1,750.00	\$5,250.00	\$1,300.00	\$3,900.00
34	CONSTRUCT 3-STRAND BARBED WIRE FENCE	3610	LF	\$2.23	\$8,050.30	\$2.20	\$7,942.00	\$2.10	\$7,581.00
35	CONSTRUCT 4-STRAND BARBED WIRE FENCE	1633	LF	\$3.01	\$4,915.33	\$2.95	\$4,817.35	\$2.90	\$4,735.70
36	CONSTRUCT 4' CHAIN LINK FENCE	201	LF	\$16.48	\$3,312.48	\$16.00	\$3,216.00	\$15.60	\$3,135.60
37	CONSTRUCT GATE	2	EA	\$650.47	\$1,300.94	\$630.00	\$1,260.00	\$650.00	\$1,300.00
38	CONSTRUCT DOUBLE SWING GATE	1	EA	\$974.03	\$974.03	\$950.00	\$950.00	\$920.00	\$920.00
39	PULL POST	38	EA	\$170.71	\$6,486.98	\$166.00	\$6,308.00	\$160.00	\$6,080.00
40	END POST	8	EA	\$171.82	\$1,374.56	\$167.00	\$1,336.00	\$160.00	\$1,280.00
41	CORNER POST	1	EA	\$223.15	\$223.15	\$220.00	\$220.00	\$210.00	\$210.00
42	CONSTRUCT 18" P.C.P., CLASS IV	1007	LF	\$38.49	\$38,759.43	\$39.00	\$39,273.00	\$30.00	\$30,210.00
43	CONSTRUCT 30" R.C.P., CLASS III	135	LF	\$62.82	\$8,480.70	\$63.00	\$8,505.00	\$60.00	\$8,100.00
44	CONSTRUCT 36" R.C.P., D(0.01)=1,350	52	LF	\$82.90	\$4,310.80	\$82.00	\$4,264.00	\$87.00	\$4,524.00

**BID TAB**  
**CAPEHART ROAD - 81ST ST. TO 60TH ST.**  
**FOR THE**  
**PUBLIC WORKS DEPARTMENT**

BID OPENING:  
 3:00P.M. TUESDAY  
 NOVEMBER 3, 2015

ITEM NO.	BID ITEM DESCRIPTION	QUANTITY	UNIT	MBC Construction Co., Inc.		Graham Construction, Inc.		Chas. Vrana & Son Construction Co.	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
45	CONSTRUCT 42" R.C.P., D(0.01)=1,350	386	LF	\$116.82	\$45,092.52	\$112.00	\$43,232.00	\$98.00	\$37,828.00
46	CONSTRUCT 54" R.C.P., D(0.01)=1,350	219	LF	\$161.22	\$35,307.18	\$167.00	\$36,573.00	\$135.00	\$29,565.00
47	CONSTRUCT 60" R.C.P., D(0.01)=1,350	742	LF	\$195.92	\$145,372.64	\$185.00	\$137,270.00	\$160.00	\$118,720.00
48	CONSTRUCT 18" PIPE BEDDING	1007	LF	\$6.36	\$6,404.52	\$6.00	\$6,042.00	\$9.00	\$9,063.00
49	CONSTRUCT 30" PIPE BEDDING	135	LF	\$7.14	\$963.90	\$13.00	\$1,755.00	\$14.00	\$1,890.00
50	CONSTRUCT 36" PIPE BEDDING	52	LF	\$6.47	\$336.44	\$16.00	\$832.00	\$16.00	\$832.00
51	CONSTRUCT 42" PIPE BEDDING	386	LF	\$8.03	\$3,099.58	\$18.00	\$6,948.00	\$21.00	\$8,106.00
52	CONSTRUCT 54" PIPE BEDDING	219	LF	\$14.56	\$3,188.64	\$22.00	\$4,818.00	\$30.00	\$6,570.00
53	CONSTRUCT 60" PIPE BEDDING	742	LF	\$15.84	\$11,753.28	\$26.00	\$19,292.00	\$33.00	\$24,486.00
54	CONSTRUCT 18" R.C. FLARED END SECTION	12	EA	\$1,271.93	\$15,263.16	\$682.00	\$8,184.00	\$630.00	\$7,560.00
55	CONSTRUCT 30" R.C. FLARED END SECTION	4	EA	\$1,550.86	\$6,203.44	\$895.00	\$3,580.00	\$800.00	\$3,200.00
56	CONSTRUCT 36" R.C. FLARED END SECTION	2	EA	\$2,110.29	\$4,220.58	\$1,250.00	\$2,500.00	\$1,120.00	\$2,240.00
57	CONSTRUCT 42" R.C. FLARED END SECTION	4	EA	\$2,421.13	\$9,684.52	\$1,650.00	\$6,600.00	\$1,350.00	\$5,400.00
58	CONSTRUCT 54" R.C. FLARED END SECTION	4	EA	\$3,175.37	\$12,701.48	\$2,120.00	\$8,480.00	\$1,950.00	\$7,800.00
59	CONSTRUCT 60" R.C. FLARED END SECTION	12	EA	\$3,710.58	\$44,526.96	\$2,650.00	\$31,800.00	\$2,400.00	\$28,800.00
60	CONSTRUCT 60" AREA INLET - TYPE II	2	EA	\$4,406.46	\$8,812.92	\$3,365.00	\$6,730.00	\$3,300.00	\$6,600.00
61	CONSTRUCT 54" I.D. FLATTOP MANHOLE	1	EA	\$3,410.68	\$3,410.68	\$3,600.00	\$3,600.00	\$4,000.00	\$4,000.00
62	CONSTRUCT 96" I.D. FLATTOP MANHOLE	1	EA	\$11,078.64	\$11,078.64	\$10,750.00	\$10,750.00	\$10,200.00	\$10,200.00
63	CONSTRUCT 18" R.C. VERTICAL PIPE BEND	1	EA	\$904.86	\$904.86	\$450.00	\$450.00	\$330.00	\$330.00
64	CONSTRUCT 54" R.C. VERTICAL PIPE BEND	2	EA	\$2,223.65	\$4,447.30	\$1,100.00	\$2,200.00	\$1,400.00	\$2,800.00
65	STABILIZE TRENCH WITH CRUSHED LIMESTONE	100	TN	\$29.01	\$2,901.00	\$36.50	\$3,650.00	\$40.00	\$4,000.00
66	CONSTRUCT ROCK RIP-RAP - TYPE "A"	300	TN	\$53.00	\$15,900.00	\$48.00	\$14,400.00	\$60.00	\$18,000.00
67	CONSTRUCT ROCK RIP-RAP - TYPE "B"	600	TN	\$53.00	\$31,800.00	\$48.00	\$28,800.00	\$50.00	\$30,000.00
68	CONSTRUCT ROCK RIP-RAP - TYPE "C"	300	TN	\$53.00	\$15,900.00	\$48.00	\$14,400.00	\$50.00	\$15,000.00
69	SEEDING - TYPE "B"	25	AC	\$686.17	\$17,154.25	\$665.00	\$16,625.00	\$650.00	\$16,250.00
70	CONSTRUCT SILT FENCE	2500	LF	\$2.06	\$5,150.00	\$2.15	\$5,375.00	\$2.50	\$6,250.00
71	CONSTRUCT STRAW WATTLE SILT CHECK	1104	LF	\$2.73	\$3,013.92	\$2.65	\$2,925.60	\$2.50	\$2,760.00
72	CONSTRUCT FLARED END INLET PROTECTION	19	EA	\$117.15	\$2,225.85	\$115.00	\$2,185.00	\$120.00	\$2,280.00
73	ROLLED EROSION CONTRON, TYPE II	96405	SY	\$0.98	\$94,476.90	\$0.95	\$91,584.75	\$0.95	\$91,584.75
74	PERMANENT PAINTED PAVEMENT MARKING - 5" WHITE SOLID	19141	LF	\$0.44	\$8,422.04	\$0.25	\$4,785.25	\$0.25	\$4,785.25
75	PERMANENT PAINTED PAVEMENT MARKING - 5" YELLOW SOLID	19885	LF	\$0.80	\$15,908.00	\$0.25	\$4,971.25	\$0.25	\$4,971.25
76	PERMANENT PAINTED PAVEMENT MARKING - 5" YELLOW SKIP (BROKEN)	3665	LF	\$0.80	\$2,932.00	\$0.25	\$916.25	\$0.25	\$916.25
77	PERMANENT PAINTED PAVEMENT MARKING - 10" SOLID WHITE	115	LF	\$1.62	\$186.30	\$0.55	\$63.25	\$1.00	\$115.00
78	PREFORMED PAVEMENT MARKING TAPE MARKING SYMBOL - WHITE DIRECTION ARROW	14	EA	\$365.96	\$5,123.44	\$515.00	\$7,210.00	\$500.00	\$7,000.00
79	PREFORMED PAVEMENT MARKING TAPE MARKING SYMBOL - WHITE "ONLY"	6	EA	\$377.12	\$2,262.72	\$515.00	\$3,090.00	\$500.00	\$3,000.00
80	3" CONDUITE (PVC OR DDPE)	458	LF	\$15.06	\$6,897.48	\$15.00	\$6,870.00	\$14.50	\$6,641.00
81	PULL BOX, TYPE PB-6	4	EA	\$736.38	\$2,945.52	\$715.00	\$2,860.00	\$700.00	\$2,800.00
82	BARRICADING	1	LS	\$11,137.22	\$11,137.22	\$8,500.00	\$8,500.00	\$7,900.00	\$7,900.00
<b>TOTAL BID</b>					<b>\$3,264,381.06</b>		<b>\$2,744,584.70</b>		<b>\$2,831,582.60</b>

## CONTRACT AGREEMENT

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

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

1. The Contractor does hereby agree to undertake and construct Sarpy County Project Capehart Road, 81<sup>st</sup> Street to 60<sup>th</sup> Street Project C-77 (13-1)

Also referred to hereinafter as work, in accordance with terms and provisions hereof and subject to the quality provisions in the accepted Proposal of Contractor for the sum of Two Million Six Hundred eighty Six Thousand Eight Hundred Twenty Eight Dollars and Ninety Two Cents (\$2,686,828.92) under penalty of Performance, Payment and Guarantee Bond.

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

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

7. The Contractor shall indemnify and save harmless Sarpy County, its officers, employees, agents and representatives from all claims, suits or actions of every kind and character made upon or brought against the said Sarpy County, its officers, employees, agents and representatives for on or account of any injuries or damages received or sustained by any party or parties by or from the acts or omissions of the said Contractor or its servants, agents, representatives and subcontractors, in doing the work herein contracted for or by or in consequence of any negligence in guarding the same or any improper material used in its construction or by or on account of any act or omission of said Contractor or its servants, agents, representatives and subcontractor or its servants, agents, representatives and subcontractors arising out of any manner connected with the performance of this Contract, and also from all claims or damage for infringement of any patent in fulfilling this Contract.
8. The Contractor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

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

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at [www.das.state.ne.us](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 have been complied with as required by Section 48-657 R.R.S. 1943, as amended.
11. The Contractor shall not, in performance of this Agreement, discriminate or permit discrimination against any person because of race, sex, age or political or religious options or affiliations in violation of federal or state laws or local ordinances and further the Contractor shall comply with Sarpy County ordinances pertaining to civil rights and human relations.
12. The Contractor shall procure a policy or policies of insurance which shall guarantee payment of compensation according to the Workmen's Compensation Laws of Nebraska for all workmen injured in the scope of employment; and further agrees to keep said policy or policies in full force by the Contractor throughout the term of this Contract. Certificates of insurance or copies of policies if required by any department of the County, shall be filed by the Contractor with Sarpy County.
13. Except as may otherwise be required by applicable law payment of any balance due to the Contractor under this Contract shall be made by the County to the Contractor upon completion

of the Contractor's work and obligations in accordance with the Contract, upon acceptance thereof by the County, and upon submission of certificate by the Contractor in accordance with Paragraph 11 above. No payment by the County shall in any way constitute any waiver of any rights of Sarpy County.

14. Pursuant to Neb. Rev. Stat. 23-3113 (Reissue 1991), the Parties hereto declare and affirm that no officer, member, or other employee of the County, and no member of its governing body, and no other public official of the County who exercises any functions so responsibilities in the review or approval of the undertaking described in this Contract, or in the performing of services pursuant to this Contract which effects his or her personal interest, or any corporation, partnership, or association in which he or she is directly or indirectly interested; nor shall any employee of the County, nor indirect, in this Contract or the proceeds thereof.
15. Neither County nor Contractor shall engage the services of any person or persons presently in the employ of the other for work covered by this Contract without the express written consent of the employer of such person or persons.
16. Each party declares, represents, warrants and acknowledges that it is not an agent for the other now, nor will it be in the future. Each party is an independent Contractor, and neither party is or will become the employee of the other as a result of the relationship created by this Contract.
17. It is understood and agreed by the parties to hereto that is any part, term, condition or provision of this Contract is held to be illegal or in conflict with any law of this State or of the United States, the validity of the remaining parts, terms, conditions, or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular part, term, condition, or provisions held to be invalid.
18. This Contract and documents incorporated herein by reference contain the entire Contract between the Parties, and there are no other written or oral promises, agreement or warrants which may 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: Mr. Michael Luxa  
Luxa Construction Co, Inc.  
925 E Dixon Road  
Blair, NE 68008

IN WITNESS WHEREOF, the parties hereto have caused these instruments to be executed as of this

10<sup>th</sup> day of November, 2015.



(SEAL)

County of Sarpy, Nebraska  
A Body Politic and Corporate

ATTEST:

CLERK:

CHAIRMAN:

APPROVED AS TO FORM:

COUNTY ATTORNEY/DEPUTY

ATTEST:

SECRETARY/WITNESS

CONTRACTOR:

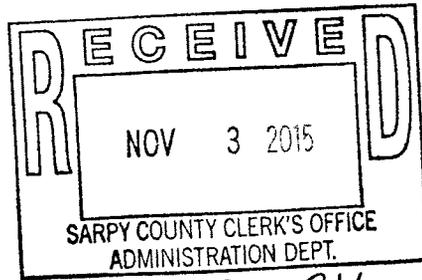
PRESIDENT:

**LUXA CONSTRUCTION COMPANY, INC.**  
925 East Dixon Road, P.O. Box 105  
Blair, NE 68008  
(402) 426-6600

**Sealed Bid**  
Capehart Road  
81st Street to 60th Street  
3:00 p.m. Nov. 3rd 2015



*Luxa Construction Co., Inc.*  
*925 E. Dixon Road*  
*PO Box 105*  
*Blair, NE 68008*



*2:48 PM - SY*

**BID SECURITY**

Capehart Road  
81<sup>st</sup> Street to 60<sup>th</sup> Street

CONTRACTOR Luxa

Sarpy County, Nebraska  
 Capehart Road 81st Street to 60th Street  
 C-77(13-1) C  
 Bid Form

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

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

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

ITEM NO.	BID ITEM DESCRIPTION	APPROXIMATE QUANTITY		UNIT PRICE	EXTENDED PRICE
1	CLEARING AND GRUBBING GENERAL	1	LS	42,940. <sup>00</sup>	42,940. <sup>00</sup>
2	GRUBBING STUMPS OVER 12" TO 24" DIAMETER	16	EA	50. <sup>00</sup>	800. <sup>00</sup>
3	GRUBBING STUMPS OVER 24" TO 36" DIAMETER	11	EA	80. <sup>00</sup>	880. <sup>00</sup>
4	GRUBBING STUMPS OVER 36" DIAMETER	3	EA	170. <sup>00</sup>	510. <sup>00</sup>
5	REMOVE 18" OR SMALLER CULVERT PIPE	257	LF	10. <sup>00</sup>	2,570. <sup>00</sup>
6	REMOVE CULVERT PIPE OVER 18" TO 24"	69	LF	10. <sup>00</sup>	690. <sup>00</sup>
7	REMOVE CULVERT PIPE OVER 24" TO 30"	107	LF	13. <sup>00</sup>	1,391. <sup>00</sup>
8	REMOVE 36" CULVERT PIPE	77	LF	13. <sup>00</sup>	1,001. <sup>00</sup>
9	REMOVE 48" CULVERT PIPE	172	LF	13. <sup>00</sup>	2,236. <sup>00</sup>
10	REMOVE MANHOLE	1	EA	800. <sup>00</sup>	800. <sup>00</sup>
11	REMOVE FLARED END SECTION (LESS THAN 24")	1	EA	160. <sup>00</sup>	160. <sup>00</sup>
12	REMOVE FLARED END SECTION OVER 36" TO 48"	4	EA	160. <sup>00</sup>	640. <sup>00</sup>
13	REMOVE AND REPLACE MAILBOX	4	EA	60. <sup>00</sup>	240. <sup>00</sup>
14	REMOVE GUARD POST	1	EA	50. <sup>00</sup>	50. <sup>00</sup>
15	REMOVE FENCE	6,099	LF	2. <sup>00</sup>	12,198. <sup>00</sup>
16	REMOVE ROCK RETAINING WALL	1	LS	150. <sup>00</sup>	150. <sup>00</sup>
17	REMOVE HEADWALL	1	EA	50. <sup>00</sup>	50. <sup>00</sup>
18	REMOVE BUILDING	1	LS	700. <sup>00</sup>	700. <sup>00</sup>
19	REMOVE CONCRETE HEADER	112	LF	3. <sup>00</sup>	336. <sup>00</sup>
20	SAW CUT - FULL DEPTH	144	LF	7. <sup>00</sup>	1,008. <sup>00</sup>
21	REMOVE PAVEMENT	184	SY	13. <sup>00</sup>	2,392. <sup>00</sup>
22	EARTHWORK (EXCAVATION)	46,600	CY	5. <sup>10</sup>	237,660. <sup>00</sup>
23	EARTHWORK (OFF-SITE BORROW)	12,000	CY	12. <sup>00</sup>	144,000. <sup>00</sup>
24	EARTHWORK (UNSUITABLE EXCAVATION)	1,000	CY	5. <sup>10</sup>	5,100. <sup>00</sup>
25	EXPLORATORY EXCAVATION	50	HR	50. <sup>00</sup>	2,500. <sup>00</sup>
26	9" CONCRETE PAVEMENT - TYPE L65	45,444	SY	32. <sup>50</sup>	1,476,930. <sup>00</sup>

CONTRACTOR Luxa

ITEM NO.	BID ITEM DESCRIPTION	APPROXIMATE QUANTITY		UNIT PRICE	EXTENDED PRICE
27	7" CONCRETE DRIVEWAY - TYPE L65	658	SY	37. <sup>50</sup>	24,675. <sup>00</sup>
28	CONSTRUCT CRUSHED ROCK SURFACING (4" THICK)	383	TN	30. <sup>00</sup>	11,490. <sup>00</sup>
29	CONSTRUCT AND REMOVE TEMPORARY ROCK ACCESS ROAD (4" THICK)	2,700	TN	14. <sup>00</sup>	37,800. <sup>00</sup>
30	CONSTRUCT THICKENED EDGE PAVEMENT	214	LF	7. <sup>00</sup>	1,498. <sup>00</sup>
31	CONSTRUCT CONCRETE HEADER	214	LF	8. <sup>00</sup>	1,712. <sup>00</sup>
32	DRILL AND EPOXY 1" X 18" DOWEL BARS AT 12" CENTERS	226	EA	12. <sup>00</sup>	2,712. <sup>00</sup>
33	CONSTRUCT P.C. CONCRETE FLUME	3	EA	1,200. <sup>00</sup>	3,600. <sup>00</sup>
34	CONSTRUCT 3-STRAND BARBED WIRE FENCE	3,610	LF	2. <sup>15</sup>	7,761. <sup>50</sup>
35	CONSTRUCT 4-STRAND BARBED WIRE FENCE	1,633	LF	2. <sup>90</sup>	4,735. <sup>70</sup>
36	CONSTRUCT 4' CHAIN LINK FENCE	201	LF	16. <sup>00</sup>	3,216. <sup>00</sup>
37	CONSTRUCT GATE	2	EA	600. <sup>00</sup>	1,200. <sup>00</sup>
38	CONSTRUCT DOUBLE SWING GATE	1	EA	900. <sup>00</sup>	900. <sup>00</sup>
39	PULL POST	38	EA	150. <sup>00</sup>	5,700. <sup>00</sup>
40	END POST	8	EA	140. <sup>00</sup>	1,280. <sup>00</sup>
41	CORNER POST	1	EA	215. <sup>00</sup>	215. <sup>00</sup>
42	CONSTRUCT 18" R.C.P., CLASS IV	1,007	LF	37. <sup>00</sup>	37,259. <sup>00</sup>
43	CONSTRUCT 30" R.C.P., CLASS III	135	LF	60. <sup>00</sup>	8,100. <sup>00</sup>
44	CONSTRUCT 36" R.C.P., D(0.01) = 1,350	52	LF	80. <sup>00</sup>	4,160. <sup>00</sup>
45	CONSTRUCT 42" R.C.P., D(0.01) = 1,350	386	LF	112. <sup>00</sup>	43,232. <sup>00</sup>
46	CONSTRUCT 54" R.C.P., D(0.01) = 1,350	219	LF	155. <sup>00</sup>	33,945. <sup>00</sup>
47	CONSTRUCT 60" R.C.P., D(0.01) = 1,350	742	LF	190. <sup>00</sup>	140,980. <sup>00</sup>
48	CONSTRUCT 18" PIPE BEDDING	1,007	LF	6. <sup>00</sup>	6,042. <sup>00</sup>
49	CONSTRUCT 30" PIPE BEDDING	135	LF	7. <sup>00</sup>	945. <sup>00</sup>
50	CONSTRUCT 36" PIPE BEDDING	52	LF	6. <sup>00</sup>	312. <sup>00</sup>
51	CONSTRUCT 42" PIPE BEDDING	386	LF	7. <sup>75</sup>	2,991. <sup>50</sup>
52	CONSTRUCT 54" PIPE BEDDING	219	LF	14. <sup>00</sup>	3,066. <sup>00</sup>
53	CONSTRUCT 60" PIPE BEDDING	742	LF	15. <sup>25</sup>	11,315. <sup>50</sup>
54	CONSTRUCT 18" R.C. FLARED END SECTION	12	EA	1,200. <sup>00</sup>	14,400. <sup>00</sup>
55	CONSTRUCT 30" R.C. FLARED END SECTION	4	EA	1,500. <sup>00</sup>	6,000. <sup>00</sup>
56	CONSTRUCT 36" R.C. FLARED END SECTION	2	EA	2,000. <sup>00</sup>	4,000. <sup>00</sup>
57	CONSTRUCT 42" R.C. FLARED END SECTION	4	EA	2,300. <sup>00</sup>	9,200. <sup>00</sup>
58	CONSTRUCT 54" R.C. FLARED END SECTION	4	EA	3,000. <sup>00</sup>	12,000. <sup>00</sup>
59	CONSTRUCT 60" R.C. FLARED END SECTION	12	EA	3,500. <sup>00</sup>	42,000. <sup>00</sup>
60	CONSTRUCT 60" AREA INLET - TYPE II	2	EA	4,500. <sup>00</sup>	9,000. <sup>00</sup>

CONTRACTOR Luka

ITEM NO.	BID ITEM DESCRIPTION	APPROXIMATE QUANTITY		UNIT PRICE	EXTENDED PRICE
61	CONSTRUCT 54" I.D. FLATTOP MANHOLE	1	EA	3,500. <sup>00</sup>	3,500. <sup>00</sup>
62	CONSTRUCT 96" I.D. FLATTOP MANHOLE	1	EA	11,000. <sup>00</sup>	11,000. <sup>00</sup>
63	CONSTRUCT 18" R.C. VERTICAL PIPE BEND	1	EA	875. <sup>00</sup>	875. <sup>00</sup>
64	CONSTRUCT 54" R.C. VERTICAL PIPE BEND	2	EA	2,100. <sup>00</sup>	4,200. <sup>00</sup>
65	STABILIZE TRENCH WITH CRUSHED LIMESTONE	100	TN	28. <sup>00</sup>	2,800. <sup>00</sup>
66	CONSTRUCT ROCK RIP-RAP - TYPE "A"	300	TN	51. <sup>00</sup>	15,300. <sup>00</sup>
67	CONSTRUCT ROCK RIP-RAP - TYPE "B"	600	TN	51. <sup>00</sup>	30,600. <sup>00</sup>
68	CONSTRUCT ROCK RIP-RAP - TYPE "C"	300	TN	51. <sup>00</sup>	15,300. <sup>00</sup>
69	SEEDING - TYPE "B"	25	AC	670. <sup>00</sup>	16,750. <sup>00</sup>
70	CONSTRUCT SILT FENCE	2,500	LF	2. <sup>00</sup>	5000. <sup>00</sup>
71	CONSTRUCT STRAW WATTLE SILT CHECK	1,104	LF	2. <sup>65</sup>	2,925. <sup>60</sup>
72	CONSTRUCT FLARED END INLET PROTECTION	19	EA	113. <sup>00</sup>	2,147. <sup>00</sup>
73	ROLLED EROSION CONTROL, TYPE II	96,405	SY	0. <sup>95</sup>	91,584. <sup>75</sup>
74	PERMANENT PAINTED PAVEMENT MARKING - 5" WHITE SOLID	19,141	LF	0. <sup>32</sup>	6,125. <sup>12</sup>
75	PERMANENT PAINTED PAVEMENT MARKING - 5" YELLOW SOLID	19,885	LF	0. <sup>38</sup>	7,556. <sup>30</sup>
76	PERMANENT PAINTED PAVEMENT MARKING - 5" YELLOW SKIP (BROKEN)	3,665	LF	0. <sup>38</sup>	1,392. <sup>70</sup>
77	PERMANENT PAINTED PAVEMENT MARKING - 10" WHITE SOLID	115	LF	0. <sup>75</sup>	86. <sup>25</sup>
78	PREFORMED PAVEMENT MARKING TAPE MARKING SYMBOL - WHITE DIRECTIONAL ARROW	14	EA	300. <sup>00</sup>	4,200. <sup>00</sup>
79	PREFORMED PAVEMENT MARKING TAPE MARKING SYMBOL - WHITE "ONLY"	6	EA	245. <sup>00</sup>	1,470. <sup>00</sup>
80	3" CONDUIT (PVC OR HDPE)	458	LF	14. <sup>50</sup>	6,641. <sup>00</sup>
81	PULL BOX, TYPE PB-6	4	EA	700. <sup>00</sup>	2,800. <sup>00</sup>
82	BARRICADING	1	LS	19,200. <sup>00</sup>	19,200. <sup>00</sup>

TOTAL BID AMOUNT (Numeral Format): \$ 2,686,828.<sup>92</sup>

TOTAL BID AMOUNT (Written Format): Two million six hundred eighty six thousand Eight hundred twenty eight & 92/100

CONTRACTOR ROUGH GRADING START DATE: ~~underpinning~~ Dec 2015 with good weather

CONTRACTOR START DATE: Spring 2016

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

CONTRACTOR Luxa

within ten (10) days of such proposal acceptance notification; to commence the work within five (5) days of the Contractor's Notice to Proceed and to complete the Contract within 125 **working days**.

The County wishes to begin work as soon as the contract is executed. The Contractor may begin rough grading, clearing and grubbing and pipework items prior to March 15, 2016 without being charged working days. It is anticipated that working days will begin being charged March 15, 2016 insofar as weather and ground conditions will allow.

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

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

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

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

**Company Information:**

Years in business: 36  
Number of employees: 20  
Total sales last 3 years: 22,000,000

**References:**

Company Name: Randy Pierce E&A Consulting  
Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Phone Number: 402-895-4700  
Fax Number: \_\_\_\_\_ Date of Purchase: \_\_\_\_\_  
Email: \_\_\_\_\_

Company Name: City of Blair  
Address: \_\_\_\_\_  
Contact Name: Al Shremater Phone Number: 402-426-4191  
Fax Number: \_\_\_\_\_ Date of Purchase: \_\_\_\_\_  
Email: \_\_\_\_\_

CONTRACTOR luxa

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_ 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.

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

Addendum #1 10/29/15 fm  
Addendum #2 11/2/15 fm  
Addendum #3 \_\_\_\_\_

Attachments:            Literature  
                                 Warranty Information

Luxa Construction Co, Inc.  
Company Name

Travis Mann  
Company Representative (Please print)

Travis Mann  
Authorized Signature

402-426-2778  
Telephone Number

925 E Dixon Road  
Address

402-426-2783  
Fax Number

Blair NE 68008  
City, State & Zip

tmann@luxaconstruction.com  
E-Mail Address

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

CONTRACTOR Luxa

EXCEPTIONS/CLARIFICATIONS/COMMENTS

1. No paving hubs required-
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_

 **AIA** Document A310™ – 2010

**Bid Bond**

**CONTRACTOR:**

*(Name, legal status and address)*

Luxa Construction Company, Inc.

P.O. Box 105

Blair, NE 68008

**OWNER:**

*(Name, legal status and address)*

Sarpy County

1210 Golden Gate Dr.

Papillion, NE 68046

**BOND AMOUNT:**

Five percent of the amount bid -----

(\$-5%-)

**SURETY:**

*(Name, legal status and principal place of business)*

Hudson Insurance Company

100 William St., 5th Floor

New York, NY 10038

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**PROJECT:**

*(Name, location or address, and Project number, if any)*

Capehart Road 81st St. to 60th St.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 3rd

day of November, 2015

  
(Witness)

LUXA CONSTRUCTION COMPANY, INC.

(Principal)

(Seal)

  
(Witness)

(Title)

HUDSON INSURANCE COMPANY

(Surety)

(Seal)

(Title) James M. King,

Attorney-in-Fact

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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051110



BID BOND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Robert T. Cirone, James M. King, Jacob J. Buss, Suzanne P. Westerholt, Thomas L. King of the State of Nebraska

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Executive Vice President thereunto authorized, on this 2nd day of October, 2013 at New York, New York.



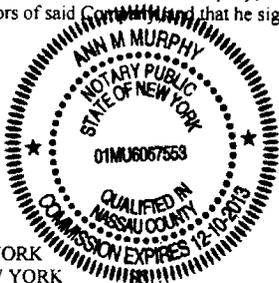
Attest: Dina Daskalakis, Corporate Secretary

HUDSON INSURANCE COMPANY By: Christopher T. Suarez, Executive Vice President

STATE OF NEW YORK COUNTY OF NEW YORK SS

On the 2nd day of October, 2013 before me personally came Christopher T. Suarez to me known, who being by me duly sworn did depose and say that he is an Executive Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company and that he signed his name thereto by like order.

(Notarial Seal)



ANN M. MURPHY, Notary Public, State of New York, No. 01MU6067553, Qualified in Nassau County, Commission Expires December 10, 2013

CERTIFICATION

STATE OF NEW YORK COUNTY OF NEW YORK

The undersigned Dina Daskalakis hereby certifies:

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertaking made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made, and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Company this 3rd day of Nov, 2015



By: Dina Daskalakis, Corporate Secretary