

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION AWARDING BID FOR VARIOUS ASPHALT OVERLAYS, PROJECT C-77 (15-09)
FOR THE PUBLIC WORKS DEPARTMENT

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2012), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 2012), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, bids for the asphalt overlays 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:

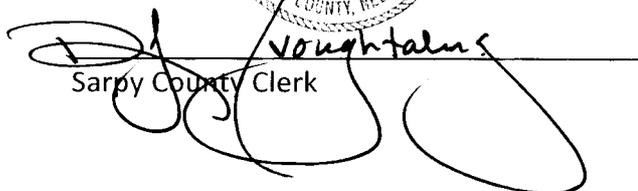
- (1) The low bid of Oldcastle Materials Midwest Co. d/b/a Omni Engineering for the Base Bid - Various Asphalt Overlays Project C-77 (15-09) for One Million Three Hundred Twenty Nine Thousand Seven Hundred Thirty One Dollars and Fifty Nine Cents (\$1,329,731.59) is accepted, ratified, and confirmed.
- (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 6th day of January, 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 Various Asphalt Overlays

On December 9, 2014, two (2) bids were opened for Various Asphalt Overlays, Project C-77 (15-09) for the Public Works Department. After reviewing the bids, it is recommended the bid be awarded to the low bidder, Omni Engineering for the base bid of \$1,329,731.59. The project includes the following areas:

- South 75th Street – Hidden Valley Road to Platteview Road
- South 25th Street – 600 Feet North of Fairview Road to Bridge over Whitted Creek
- South 10th Street – LaPlatte Road to Highway 75
- Schram Road – South 204th Street to Lewison Lane
- Melia Road – South 234th Street to Highway 6
- Cedardale Road – Papillion City Limits to South 60th Street
- South 66th Street – Cedardale Road to Bridge over West Papillion Creek
- South 168th Street – Edna Street to Harrison Street
- Platteview Road – South 180th Street to Springfield City Limits

The County has worked successfully with Omni Engineering on several projects, including the various asphalt overlay project from last year. Omni Engineering completed the city-wide overlay project for Bellevue in August, 2014. Bellevue stated the project was completed on-time and they are satisfied with the work. Further, Omni Engineering has been in business for over 29 years. If you have any questions, please feel free to contact me at bgarber@sarpy.com.

December 29, 2014

Beth Garber

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



SARPY COUNTY

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

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

MEMORANDUM

To: Sarpy County Board of Commissioners

From: Dennis L. Wilson, P.E., Ph.D., Sarpy County Engineer 

Subject: C-77(15-09) – Various Asphalt Overlays

Date: December 16, 2014

On December 9, 2014, two (2) bids were opened during the Sarpy County Board of Commissioners Meeting for the above mentioned project. The lowest bid was from Oldcastle Materials Midwest Co. d/b/a Omni Engineering of Omaha with a total base bid of \$1,329,731.59. This bid is 17.7% lower than the base bid Engineer's Estimate of \$1,615,812.50. The other base bid was 9.6% lower than the Engineer's Estimate, which demonstrates competitive construction market conditions and the variability in global oil prices, a significant driver of asphalt material costs. The originally budgeted project cost to complete these overlays is \$1,300,000. The Oldcastle base bid is 2.3% higher than the budgeted amount.

An alternate bid for \$1,129,570.39 was also provided by Oldcastle, which was 17.7% lower than the alternate bid Engineer's Estimate of \$1,373,011.00 and 13% lower than the originally budget project cost. However, the alternate bid used a non-traditional product for the Project Area 9 (Platteview Road). The base bid will utilize the traditional product, provide a superior riding surface for motorists, and simplify project construction practices.

The Sarpy County Engineer recommends the base bid be awarded to Oldcastle Materials Midwest Co. d/b/a Omni Engineering in the amount of \$1,329,731.59. Feel free to contact me if you have any questions.

Various Asphalt Overlays, Project C-77 (15-09)
for the
Public Works Department

3:00 p.m., Tuesday
December 9, 2014

| ITEM | UNIT | QUANTITY | Western Engineering Co., Inc. | | Oldcastle Materials Midwest Co. | |
|--|------|----------|-------------------------------|---------------------|---------------------------------|--------------------|
| | | | UNIT PRICE | EXTENDED PRICE | UNIT PRICE | EXTENDED PRICE |
| PROJECT AREA 1 - SOUTH 75TH STREET | | | | | | |
| BARRICADES | LS | 1 | \$1,000.00 | \$1,000.00 | \$840.00 | \$840.00 |
| 1" COLD MILLING | SY | 6651 | \$1.00 | \$6,651.00 | \$0.76 | \$5,054.76 |
| 3" ASPHALT SURFACING (TYPE SPR) | SY | 6651 | \$12.40 | \$82,472.40 | \$11.00 | \$73,161.00 |
| FULL DEPTH BASE REPAIR | TONS | 43 | \$110.00 | \$4,730.00 | \$110.00 | \$4,730.00 |
| 4" DRIVE ASPHALT SURFACING (TYPE SPR) | SY | 26 | \$20.00 | \$520.00 | \$15.20 | \$395.20 |
| TACK COAT | GAL | 998 | \$2.00 | \$1,996.00 | \$2.80 | \$2,794.40 |
| LEVEL LAYER COURSE | TONS | 15 | \$90.00 | \$1,350.00 | \$91.30 | \$1,369.50 |
| STRIPING (YELLOW CENTERLINE) | LF | 2533 | \$0.13 | \$329.29 | \$0.13 | \$329.29 |
| STRIPING (WHITE EDGELINES) | LF | 5116 | \$0.13 | \$665.08 | \$0.13 | \$665.08 |
| EARTHWORK SHOULDERS | STA | 27 | \$150.00 | \$4,050.00 | \$188.00 | \$5,076.00 |
| PROJECT AREA 1 SUBTOTAL | | | | \$103,763.77 | | \$94,415.23 |
| PROJECT AREA 2 - SOUTH 25TH STREET | | | | | | |
| BARRICADES | LS | 1 | \$1,000.00 | \$1,000.00 | \$840.00 | \$840.00 |
| 1" COLD MILLING | SY | 4444 | \$1.40 | \$6,221.60 | \$1.15 | \$5,110.60 |
| 3" ASPHALT SURFACING (TYPE SPR) | SY | 4810 | \$12.20 | \$58,682.00 | \$10.90 | \$52,429.00 |
| FULL DEPTH BASE REPAIR | TONS | 86 | \$110.00 | \$9,460.00 | \$110.00 | \$9,460.00 |
| TACK COAT | GAL | 722 | \$2.00 | \$1,444.00 | \$3.05 | \$2,202.10 |
| LEVEL LAYER COURSE | TONS | 10 | \$90.00 | \$900.00 | \$89.20 | \$892.00 |
| STRIPING (YELLOW CENTERLINE) | LF | 1675 | \$0.13 | \$217.75 | \$0.13 | \$217.75 |
| STRIPING (WHITE EDGELINES) | LF | 3350 | \$0.13 | \$435.50 | \$0.13 | \$435.50 |
| EARTHWORK SHOULDERS | STA | 17 | \$150.00 | \$2,550.00 | \$173.00 | \$2,941.00 |
| PROJECT AREA 2 SUBTOTAL | | | | \$80,910.85 | | \$74,527.95 |
| PROJECT AREA 3 - SOUTH 10TH STREET | | | | | | |
| BARRICADES | LS | 1 | \$1,000.00 | \$1,000.00 | \$840.00 | \$840.00 |
| 1" COLD MILLING | SY | 4002 | \$1.50 | \$6,003.00 | \$1.25 | \$5,002.50 |
| 3" ASPHALT SURFACING (TYPE SPR) | SY | 4066 | \$12.70 | \$51,638.20 | \$11.10 | \$45,132.60 |
| FULL DEPTH BASE REPAIR | TONS | 50 | \$110.00 | \$5,500.00 | \$101.00 | \$5,050.00 |
| 4" DRIVE ASPHALT SURFACING (TYPE SPR) | SY | 50 | \$20.00 | \$1,000.00 | \$14.90 | \$745.00 |
| TACK COAT | GAL | 610 | \$2.00 | \$1,220.00 | \$3.20 | \$1,952.00 |
| LEVEL LAYER COURSE | TONS | 15 | \$90.00 | \$1,350.00 | \$90.00 | \$1,350.00 |
| STRIPING (YELLOW CENTERLINE) | LF | 1400 | \$0.13 | \$182.00 | \$0.13 | \$182.00 |
| STRIPING (WHITE EDGELINES) | LF | 2800 | \$0.13 | \$364.00 | \$0.13 | \$364.00 |
| EARTHWORK SHOULDERS | STA | 14 | \$150.00 | \$2,100.00 | \$210.00 | \$2,940.00 |
| PROJECT AREA 3 SUBTOTAL | | | | \$70,357.20 | | \$63,558.10 |

Various Asphalt Overlays, Project C-77 (15-09)
for the
Public Works Department

3:00 p.m., Tuesday
December 9, 2014

| | | | | | | | |
|---|------|---------|-------|------------|---------------------|------------|---------------------|
| PROJECT AREA 4 – SCHRAM ROAD | | | | | | | |
| BARRICADES | LS | | 1 | \$1,000.00 | \$1,000.00 | \$840.00 | \$840.00 |
| ½" COLD MILLING | SY | | 6305 | \$1.00 | \$6,305.00 | \$0.79 | \$4,980.95 |
| 3" ASPHALT SURFACING (TYPE SPR) | SY | | 6305 | \$12.60 | \$79,443.00 | \$10.90 | \$68,724.50 |
| FULL DEPTH BASE REPAIR | TONS | | 58 | \$110.00 | \$6,380.00 | \$97.70 | \$5,666.60 |
| 4" DRIVE ASPHALT SURFACING (TYPE SPR) | SY | | 36 | \$20.00 | \$720.00 | \$14.90 | \$536.40 |
| TACK COAT | GAL | | 946 | \$2.00 | \$1,892.00 | \$2.80 | \$2,648.80 |
| LEVEL LAYER COURSE | TONS | | 55 | \$90.00 | \$4,950.00 | \$92.90 | \$5,109.50 |
| STRIPING (YELLOW CENTERLINE) | LF | | 2155 | \$0.13 | \$280.15 | \$0.13 | \$280.15 |
| STRIPING (WHITE EDGELINES) | LF | | 4060 | \$0.13 | \$527.80 | \$0.13 | \$527.80 |
| EARTHWORK SHOULDERS | STA | | 22 | \$100.00 | \$2,200.00 | \$222.00 | \$4,884.00 |
| PROJECT AREA 4 SUBTOTAL | | | | | \$103,697.95 | | \$94,198.70 |
| PROJECT AREA 5 – MELIA ROAD | | | | | | | |
| BARRICADES | LS | | 1 | \$1,000.00 | \$1,000.00 | \$840.00 | \$840.00 |
| 1" COLD MILLING | SY | | 12024 | \$0.90 | \$10,821.60 | \$0.74 | \$8,897.76 |
| 3" ASPHALT SURFACING (TYPE SPR) | SY | | 12102 | \$12.50 | \$151,275.00 | \$10.60 | \$128,281.20 |
| FULL DEPTH BASE REPAIR | TONS | | 72 | \$110.00 | \$7,920.00 | \$102.00 | \$7,344.00 |
| 4" DRIVE ASPHALT SURFACING (TYPE SPR) | SY | | 267 | \$20.00 | \$5,340.00 | \$14.40 | \$3,844.80 |
| TACK COAT | GAL | | 1815 | \$2.00 | \$3,630.00 | \$2.85 | \$5,172.75 |
| LEVEL LAYER COURSE | TONS | | 35 | \$90.00 | \$3,150.00 | \$90.20 | \$3,157.00 |
| STRIPING (YELLOW CENTERLINE) | LF | | 4700 | \$0.13 | \$611.00 | \$0.13 | \$611.00 |
| STRIPING (WHITE EDGELINES) | LF | | 9400 | \$0.13 | \$1,222.00 | \$0.13 | \$1,222.00 |
| RAILROAD GRADE CROSSING PAVEMENT MARKING | EA | | 2 | \$350.00 | \$700.00 | \$367.00 | \$734.00 |
| EARTHWORK SHOULDERS | STA | | 48 | \$100.00 | \$4,800.00 | \$175.00 | \$8,400.00 |
| PROJECT AREA 5 SUBTOTAL | | | | | \$190,469.60 | | \$168,504.51 |
| PROJECT AREAS 6 & 7 – CEDARDALE ROAD AND SOUTH 66TH STREET | | | | | | | |
| BARRICADES | LUMP | SUM JOB | | \$1,000.00 | \$1,000.00 | \$7,492.00 | \$7,492.00 |
| 1" COLD MILLING | SY | | 17598 | \$0.60 | \$10,558.80 | \$0.49 | \$8,623.02 |
| 3" ASPHALT SURFACING (TYPE SPR) | SY | | 17941 | \$12.20 | \$218,880.20 | \$10.20 | \$182,998.20 |
| FULL DEPTH BASE REPAIR | TONS | | 218 | \$110.00 | \$23,980.00 | \$99.00 | \$21,582.00 |
| 4" DRIVE ASPHALT SURFACING (TYPE SPR) | SY | | 22 | \$20.00 | \$440.00 | \$14.50 | \$319.00 |
| TACK COAT | GAL | | 2691 | \$2.00 | \$5,382.00 | \$2.60 | \$6,996.60 |
| LEVEL LAYER COURSE | TONS | | 50 | \$90.00 | \$4,500.00 | \$88.70 | \$4,435.00 |
| STRIPING (YELLOW CENTERLINE) | LF | | 6408 | \$0.13 | \$833.04 | \$0.13 | \$833.04 |
| STRIPING (WHITE EDGELINES) | LF | | 12816 | \$0.13 | \$1,666.08 | \$0.13 | \$1,666.08 |
| EARTHWORK SHOULDERS | STA | | 64 | \$100.00 | \$6,400.00 | \$147.00 | \$9,408.00 |
| ADJUST WATER VALVE TO GRADE | EA | | 2 | \$750.00 | \$1,500.00 | \$638.00 | \$1,276.00 |
| PROJECT AREAS 6 & 7 SUBTOTAL | | | | | \$275,140.12 | | \$245,628.94 |

Various Asphalt Overlays, Project C-77 (15-09)
for the
Public Works Department

3:00 p.m., Tuesday
December 9, 2014

| | | | | | | |
|--|------|-------|------------|-----------------------|------------|-----------------------|
| PROJECT AREA 8 – SOUTH 168TH STREET | | | | | | |
| BARRICADES | LS | 1 | \$1,000.00 | \$1,000.00 | \$840.00 | \$840.00 |
| 2¾" COLD MILLING | SY | 3546 | \$2.00 | \$7,092.00 | \$2.60 | \$9,219.60 |
| 3" ASPHALT SURFACING (TYPE SPR) | SY | 3546 | \$12.50 | \$44,325.00 | \$11.50 | \$40,779.00 |
| FULL DEPTH BASE REPAIR | TONS | 150 | \$110.00 | \$16,500.00 | \$104.00 | \$15,600.00 |
| TACK COAT | GAL | 532 | \$2.00 | \$1,064.00 | \$3.35 | \$1,782.20 |
| LEVEL LAYER COURSE | TONS | 20 | \$90.00 | \$1,800.00 | \$90.70 | \$1,814.00 |
| STRIPING (YELLOW CENTERLINE) | LF | 729 | \$0.13 | \$94.77 | \$0.13 | \$94.77 |
| STRIPING (WHITE EDGELINES) | LF | 1256 | \$0.13 | \$163.28 | \$0.13 | \$163.28 |
| EARTHWORK SHOULDERS | STA | 7.5 | \$200.00 | \$1,500.00 | \$391.00 | \$2,932.50 |
| ARROW & ONLY MARKINGS | EA | 3 | \$350.00 | \$1,050.00 | \$262.00 | \$786.00 |
| PROJECT AREA 8 SUBTOTAL | | | | \$74,589.05 | | \$74,011.35 |
| PROJECT AREA 9, BASE BID – PLATTEVIEW ROAD | | | | | | |
| BARRICADES | LS | 1 | \$1,500.00 | \$1,500.00 | \$1,260.00 | \$1,260.00 |
| 1" COLD MILLING | SY | 41644 | \$0.50 | \$20,822.00 | \$0.40 | \$16,657.60 |
| 3" ASPHALT SURFACING (TYPE SPR) | SY | 42278 | \$11.50 | \$486,197.00 | \$10.40 | \$439,691.20 |
| FULL DEPTH BASE REPAIR | TONS | 91 | \$110.00 | \$10,010.00 | \$109.00 | \$9,919.00 |
| 4" DRIVE ASPHALT SURFACING (TYPE SPR) | SY | 119 | \$20.00 | \$2,380.00 | \$14.40 | \$1,713.60 |
| TACK COAT | GAL | 6342 | \$2.00 | \$12,684.00 | \$2.65 | \$16,806.30 |
| LEVEL LAYER COURSE | TONS | 60 | \$90.00 | \$5,400.00 | \$90.20 | \$5,412.00 |
| STRIPING (YELLOW CENTERLINE) | LF | 15239 | \$0.13 | \$1,981.07 | \$0.13 | \$1,981.07 |
| STRIPING (WHITE EDGELINES) | LF | 30478 | \$0.13 | \$3,962.14 | \$0.13 | \$3,962.14 |
| TEMPORARY STRIPING (YELLOW CENTERLINE) | LF | 15239 | \$0.11 | \$1,676.29 | \$0.10 | \$1,523.90 |
| EARTHWORK SHOULDERS | STA | 152 | \$100.00 | \$15,200.00 | \$105.00 | \$15,960.00 |
| PROJECT AREA 9, BASE BID SUBTOTAL | | | | \$561,812.50 | | \$514,886.81 |
| PROJECT AREA 9, ALTERNATE BID – PLATTEVIEW ROAD | | | | | | |
| BARRICADES | LS | 1 | \$1,500.00 | \$1,500.00 | \$1,260.00 | \$1,260.00 |
| 1" COLD MILLING | SY | 41644 | \$0.50 | \$20,822.00 | \$0.40 | \$16,657.60 |
| 1½" ASPHALT SURFACING (TYPE SLX) | SY | 42278 | \$6.50 | \$274,807.00 | \$5.70 | \$240,984.60 |
| FULL DEPTH BASE REPAIR | TONS | 91 | \$110.00 | \$10,010.00 | \$109.00 | \$9,919.00 |
| 4" DRIVE ASPHALT SURFACING (TYPE SLX) | SY | 119 | \$20.00 | \$2,380.00 | \$15.50 | \$1,844.50 |
| TACK COAT | GAL | 6342 | \$2.00 | \$12,684.00 | \$2.40 | \$15,220.80 |
| LEVEL LAYER COURSE | TONS | 60 | \$90.00 | \$5,400.00 | \$90.20 | \$5,412.00 |
| STRIPING (YELLOW CENTERLINE) | LF | 15239 | \$0.13 | \$1,981.07 | \$0.13 | \$1,981.07 |
| STRIPING (WHITE EDGELINES) | LF | 30478 | \$0.13 | \$3,962.14 | \$0.13 | \$3,962.14 |
| TEMPORARY STRIPING (YELLOW CENTERLINE) | LF | 15239 | \$0.11 | \$1,676.29 | \$0.10 | \$1,523.90 |
| EARTHWORK SHOULDERS | STA | 152 | \$100.00 | \$15,200.00 | \$105.00 | \$15,960.00 |
| PROJECT AREA 9, ALTERNATE BID SUBTOTAL | | | | \$350,422.50 | | \$314,725.61 |
| GRAND TOTAL BASE BID | | | | \$1,460,741.04 | | \$1,329,731.59 |
| GRAND TOTAL ALTERNATE BID | | | | \$1,249,351.04 | | \$1,129,570.39 |

Oldcastle Materials Midwest Co.
d/b/a Omni Engineering

CONTRACTOR: _____

Sarpy County, Nebraska
Bid Form

Various Asphalt Overlays to include the following: South 75th Street – Hidden Valley Road to Platteview Road, South 25th Street – 600 Feet North of Fairview Road to Bridge over Whitted Creek, South 10th Street – Laplatte Road to Highway 75, Schram Road – South 204th Street to Lewison Lane, Melia Road – South 234th Street to Highway 6
Cedardale Road – Papillion City Limits to South 60th Street, South 66th Street – Cedardale Road to Bridge over West Papillion Creek, South 168th Street – Edna Street to Harrison Street, Platteview Road – South 180th Street to Springfield City Limits.

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.

The Grand Total Base bid includes Project Areas 1-8 and the Project Area 9, Base Bid. The Grand Total Alternate Bid includes Project Areas 1-8 and Project Area 9, Alternate Bid.

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 | UNIT | QUANTITY | UNIT PRICE | EXTENDED PRICE |
|--|------|----------|------------|----------------|
| PROJECT AREA 1 - SOUTH 75TH STREET | | | | |
| BARRICADES | LS | 1 | \$ 840.00 | \$ 840.00 |
| 1" COLD MILLING | SY | 6651 | \$ 0.76 | \$ 5054.76 |
| 3" ASPHALT SURFACING (TYPE SPR) | SY | 6651 | \$ 11.00 | \$ 73,161.00 |
| FULL DEPTH BASE REPAIR | TONS | 43 | \$ 110.00 | \$ 4,730.00 |
| 4" DRIVE ASPHALT SURFACING (TYPE SPR) | SY | 26 | \$ 15.20 | \$ 395.20 |
| TACK COAT | GAL | 998 | \$ 2.80 | \$ 2,794.40 |
| LEVEL LAYER COURSE | TONS | 15 | \$ 91.30 | \$ 1,369.50 |
| STRIPING (YELLOW CENTERLINE) | LF | 2533 | \$ 0.13 | \$ 329.29 |

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Overlays\Specifications\Specifications_15-09_Final.docx

CONTRACTOR:

| | | | | |
|--|------|------|-----------|--------------|
| STRIPING (WHITE EDGELINES) | LF | 5116 | \$ 0.13 | \$ 665.08 |
| EARTHWORK SHOULDERS | STA | 27 | \$ 188.00 | \$ 5,076.00 |
| PROJECT AREA 1 SUBTOTAL | | | | \$ 94,415.23 |
| PROJECT AREA 2 - SOUTH 25TH STREET | | | | |
| BARRICADES | LS | 1 | \$ 840.00 | \$ 840.00 |
| 1" COLD MILLING | SY | 4444 | \$ 1.15 | \$ 5110.60 |
| 3" ASPHALT SURFACING (TYPE SPR) | SY | 4810 | \$ 10.90 | \$ 52,429.00 |
| FULL DEPTH BASE REPAIR | TONS | 86 | \$ 110.00 | \$ 9,460.00 |
| TACK COAT | GAL | 722 | \$ 3.05 | \$ 2,202.10 |
| LEVEL LAYER COURSE | TONS | 10 | \$ 89.20 | \$ 892.00 |
| STRIPING (YELLOW CENTERLINE) | LF | 1675 | \$ 0.13 | \$ 217.75 |
| STRIPING (WHITE EDGELINES) | LF | 3350 | \$ 0.13 | \$ 435.50 |
| EARTHWORK SHOULDERS | STA | 17 | \$ 173.00 | \$ 2,941.00 |
| PROJECT AREA 2 SUBTOTAL | | | | \$ 74,527.95 |
| PROJECT AREA 3 - SOUTH 10TH STREET | | | | |
| BARRICADES | LS | 1 | \$ 840.00 | \$ 840.00 |
| 1" COLD MILLING | SY | 4002 | \$ 1.25 | \$ 5002.50 |
| 3" ASPHALT SURFACING (TYPE SPR) | SY | 4066 | \$ 11.10 | \$ 45,132.60 |
| FULL DEPTH BASE REPAIR | TONS | 50 | \$ 101.00 | \$ 5050.00 |
| 4" DRIVE ASPHALT SURFACING (TYPE SPR) | SY | 50 | \$ 14.90 | \$ 745.00 |
| TACK COAT | GAL | 610 | \$ 3.20 | \$ 1,952.00 |
| LEVEL LAYER COURSE | TONS | 15 | \$ 90.00 | \$ 1,350.00 |
| STRIPING (YELLOW CENTERLINE) | LF | 1400 | \$ 0.13 | \$ 182.00 |
| STRIPING (WHITE EDGELINES) | LF | 2800 | \$ 0.13 | \$ 364.00 |
| EARTHWORK SHOULDERS | STA | 14 | \$ 210.00 | \$ 2,940.00 |
| PROJECT AREA 3 SUBTOTAL | | | | \$ 63,558.10 |

CONTRACTOR:

| PROJECT AREA 4 – SCHRAM ROAD | | | | |
|--|------|-------|-----------|---------------|
| BARRICADES | LS | 1 | \$ 840.00 | \$ 840.00 |
| ½" COLD MILLING | SY | 6305 | \$ 0.79 | \$ 4980.95 |
| 3" ASPHALT SURFACING (TYPE SPR) | SY | 6305 | \$ 10.90 | \$ 68,724.50 |
| FULL DEPTH BASE REPAIR | TONS | 58 | \$ 97.70 | \$ 5,666.60 |
| 4" DRIVE ASPHALT SURFACING (TYPE SPR) | SY | 36 | \$ 14.90 | \$ 536.40 |
| TACK COAT | GAL | 946 | \$ 2.80 | \$ 2,648.80 |
| LEVEL LAYER COURSE | TONS | 55 | \$ 92.90 | \$ 5,109.50 |
| STRIPING (YELLOW CENTERLINE) | LF | 2155 | \$ 0.13 | \$ 280.15 |
| STRIPING (WHITE EDGELINES) | LF | 4060 | \$ 0.13 | \$ 527.80 |
| EARTHWORK SHOULDERS | STA | 22 | \$ 222.00 | \$ 4884.00 |
| PROJECT AREA 4 SUBTOTAL | | | | \$ 94,198.70 |
| PROJECT AREA 5 – MELIA ROAD | | | | |
| BARRICADES | LS | 1 | \$ 840.00 | \$ 840.00 |
| 1" COLD MILLING | SY | 12024 | \$ 0.74 | \$ 8,897.76 |
| 3" ASPHALT SURFACING (TYPE SPR) | SY | 12102 | \$ 10.60 | \$ 128,281.20 |
| FULL DEPTH BASE REPAIR | TONS | 72 | \$ 102.00 | \$ 7,344.00 |
| 4" DRIVE ASPHALT SURFACING (TYPE SPR) | SY | 267 | \$ 14.40 | \$ 3,844.80 |
| TACK COAT | GAL | 1815 | \$ 2.85 | \$ 5,172.75 |
| LEVEL LAYER COURSE | TONS | 35 | \$ 90.20 | \$ 3,157.00 |
| STRIPING (YELLOW CENTERLINE) | LF | 4700 | \$ 0.13 | \$ 611.00 |
| STRIPING (WHITE EDGELINES) | LF | 9400 | \$ 0.13 | \$ 1,222.00 |
| RAILROAD GRADE CROSSING PAVEMENT MARKING | EA | 2 | \$ 367.00 | \$ 734.00 |
| EARTHWORK SHOULDERS | STA | 48 | \$ 175.00 | \$ 8400.00 |
| PROJECT AREA 5 SUBTOTAL | | | | \$ 168,504.51 |

Oldcastle Materials Midwest Co.
d/b/a Omni Engineering

CONTRACTOR:

| PROJECT AREAS 6 & 7 – CEDARDALE ROAD AND SOUTH 66TH STREET | | | | |
|--|------|---------|------------|---------------|
| BARRICADES | LUMP | SUM JOB | \$ 7492.00 | \$ 7492.00 |
| 1" COLD MILLING | SY | 17598 | \$ 0.49 | \$ 8,623.02 |
| 3" ASPHALT SURFACING (TYPE SPR) | SY | 17941 | \$ 10.20 | \$ 182,998.20 |
| FULL DEPTH BASE REPAIR | TONS | 218 | \$ 99.00 | \$ 21,582.00 |
| 4" DRIVE ASPHALT SURFACING (TYPE SPR) | SY | 22 | \$ 14.50 | \$ 319.00 |
| TACK COAT | GAL | 2691 | \$ 2.60 | \$ 6,996.60 |
| LEVEL LAYER COURSE | TONS | 50 | \$ 88.70 | \$ 4,435.00 |
| STRIPING (YELLOW CENTERLINE) | LF | 6408 | \$ 0.13 | \$ 833.04 |
| STRIPING (WHITE EDGELINES) | LF | 12816 | \$ 0.13 | \$ 1,666.08 |
| EARTHWORK SHOULDERS | STA | 64 | \$ 147.00 | \$ 9,408.00 |
| ADJUST WATER VALVE TO GRADE | EA | 2 | \$ 638.00 | \$ 1,276.00 |
| PROJECT AREAS 6 & 7 SUBTOTAL | | | | \$ 245,628.94 |
| PROJECT AREA 8 – SOUTH 168 TH STREET | | | | |
| BARRICADES | LS | 1 | \$ 840.00 | \$ 840.00 |
| 2¾" COLD MILLING | SY | 3546 | \$ 2.60 | \$ 9,219.60 |
| 3" ASPHALT SURFACING (TYPE SPR) | SY | 3546 | \$ 11.50 | \$ 40,779.00 |
| FULL DEPTH BASE REPAIR | TONS | 150 | \$ 104.00 | \$ 15,600.00 |
| TACK COAT | GAL | 532 | \$ 3.35 | \$ 1,782.20 |
| LEVEL LAYER COURSE | TONS | 20 | \$ 90.70 | \$ 1,814.00 |
| STRIPING (YELLOW CENTERLINE) | LF | 729 | \$ 0.13 | \$ 94.77 |
| STRIPING (WHITE EDGELINES) | LF | 1256 | \$ 0.13 | \$ 163.28 |
| EARTHWORK SHOULDERS | STA | 7.5 | \$ 391.00 | \$ 2,932.50 |
| ARROW & ONLY MARKINGS | EA | 3 | \$ 242.00 | \$ 726.00 |
| PROJECT AREA 8 SUBTOTAL | | | | \$ 74,011.35 |
| PROJECT AREA 9, BASE BID – PLATTEVIEW ROAD | | | | |

CONTRACTOR:

| | | | | |
|---|------|-------|------------|----------------------|
| BARRICADES | LS | 1 | \$ 1260.00 | \$ 1260.00 |
| 1" COLD MILLING | SY | 41644 | \$ 0.40 | \$ 16,657.60 |
| 3" ASPHALT SURFACING (TYPE SPR) | SY | 42278 | \$ 10.40 | \$ 439,691.20 |
| FULL DEPTH BASE REPAIR | TONS | 91 | \$ 109.00 | \$ 9,919.00 |
| 4" DRIVE ASPHALT SURFACING (TYPE SPR) | SY | 119 | \$ 14.40 | \$ 1,713.60 |
| TACK COAT | GAL | 6342 | \$ 2.45 | \$ 15,806.30 |
| LEVEL LAYER COURSE | TONS | 60 | \$ 90.20 | \$ 5,412.00 |
| STRIPING (YELLOW CENTERLINE) | LF | 15239 | \$ 0.13 | \$ 1,981.07 |
| STRIPING (WHITE EDGELINES) | LF | 30478 | \$ 0.13 | \$ 3,962.14 |
| TEMPORARY STRIPING (YELLOW CENTERLINE) | LF | 15239 | \$ 0.10 | \$ 1,523.90 |
| EARTHWORK SHOULDERS | STA | 152 | \$ 105.00 | \$ 15,960.00 |
| PROJECT AREA 9, BASE BID SUBTOTAL | | | | \$ 514,886.81 |
| PROJECT AREA 9, ALTERNATE BID -- PLATTEVIEW ROAD | | | | |
| BARRICADES | LS | 1 | \$ 1260.00 | \$ 1260.00 |
| 1" COLD MILLING | SY | 41644 | \$ 0.40 | \$ 16,657.60 |
| 1½" ASPHALT SURFACING (TYPE SLX) | SY | 42278 | \$ 5.70 | \$ 240,984.60 |
| FULL DEPTH BASE REPAIR | TONS | 91 | \$ 109.00 | \$ 9,919.00 |
| 4" DRIVE ASPHALT SURFACING (TYPE SLX) | SY | 119 | \$ 15.50 | \$ 1,844.50 |
| TACK COAT | GAL | 6342 | \$ 2.40 | \$ 15,220.80 |
| LEVEL LAYER COURSE | TONS | 60 | \$ 90.20 | \$ 5,412.00 |
| STRIPING (YELLOW CENTERLINE) | LF | 15239 | \$ 0.13 | \$ 1,981.07 |
| STRIPING (WHITE EDGELINES) | LF | 30478 | \$ 0.13 | \$ 3,962.14 |
| TEMPORARY STRIPING (YELLOW CENTERLINE) | LF | 15239 | \$ 0.10 | \$ 1,523.90 |
| EARTHWORK SHOULDERS | STA | 152 | \$ 105.00 | \$ 15,960.00 |

Oldcastle Materials Midwest Co.
d/b/a Omni Engineering

CONTRACTOR:

| | |
|--|-----------------|
| PROJECT AREA 9, ALTERNATE BID SUBTOTAL | \$ 314,725.61 |
| GRAND TOTAL BASE BID | \$ 1,329,731.59 |
| GRAND TOTAL ALTERNATE BID | \$ 1,129,570.39 |

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

CONTRACTOR START DATE:

On or before May 4, 2015

If notified of acceptance of this proposal and Contract award within sixty (60) days after date stated for receipt of bids, the undersigned agrees to execute a Contract, provide insurance certificates and performance bonds for the above named work and the above stated consideration in the form required within ten (10) days of such proposal acceptance notification; to commence the work within five (5) days of the Contractor's Notice to Proceed. **Substantial Completion must be on or before Monday, June 15, 2015 to avoid accrual of liquidated damages. Final Completion shall be complete within thirty (30) calendar days of Substantial Completion.**

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

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

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

The undersigned also agrees that the time of commencement, rate of progress and time of completion of the work of the Contract are ESSENTIAL CONDITIONS of the Contract and that the Owner may retain a sum of two thousand dollars (\$2000.00) per calendar day from the sum due under the Contract for each calendar day that the Contract remains uncompleted after Monday, June 15, 2015.

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Overlays\Specifications\Specifications_15-09_Final.docx

Oldcastle Materials Midwest Co.
d/b/a Omni Engineering

CONTRACTOR: _____

Company Information:

Years in business: _____ 29 _____
of employees _____ 175 _____
Total sales last 3 years _____ \$32,000,000.00 _____
_____ \$36,000,000.00 _____
_____ \$39,000,000.00 _____

References:

Company Name: Martin Marietta Materials
Address: PO Box 448, Weeping Water, NE 68463
Contact Name: Terry Rogers Phone Number: 402-267-2455
Fax Number: 402-267-3455 Date of Purchase: _____

Company Name: Flint Hills Resources
Address: 7075 N 14th Ave., Omaha, NE 68112
Contact Name: Ryan Lynch Phone Number: 402-341-8737
Fax Number: 402-341-3110 Date of Purchase: _____

Company Name: Jebro Inc.
Address: 2303 Bridgeport Dr., Sioux City, IA 51111
Contact Name: Mike Spohr Phone Number: 800-831-8037
Fax Number: 712-277-8451 Date of Purchase: _____

Oldcastle Materials Midwest Co.
d/b/a Omni Engineering

CONTRACTOR: _____

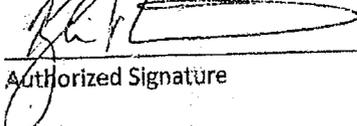
I certify that this bid is submitted in accordance with the specifications issued by Sarpy County. I affirm that the original Specifications have not been altered in any way. Any alteration of the original Specifications, outside of an alternate bid, may be considered grounds for refusal of the bid.

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

Addendum #1 12-5-2014
Addendum #2 _____

**Oldcastle Materials Midwest Co.
d/b/a Omni Engineering**

Company Name



Authorized Signature

14012 Giles Road
Address

Omaha, NE 68138
City, State & Zip

Kyle Timmer

Company Representative (Please print)

402-895-6666

Telephone Number

402-895-3697

Fax Number

gkinloch@omgmidwest.com

E-Mail Address

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

CONTRACT AGREEMENT

THIS CONTRACT is made and entered into in DUPLICATE by and between Sarpy County, Nebraska hereinafter called County, and Oldcastle Materials Midwest Co. d/b/a Omni Engineering 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 (15-09), Various Asphalt Overlays, to include the following: South 75th Street – Hidden Valley Road to Platteview Road, South 25th Street – 600 Feet North of Fairview Road to Bridge over Whitted Creek, South 10th Street – Laplatte Road to Highway 75, Schram Road – South 204th Street to Lewison Lane, Melia Road – South 234th Street to Highway 6, Cedardale Road – Papillion City Limits to South 60th Street, South 66th Street – Cedardale Road to Bridge over West Papillion Creek, South 168th Street – Edna Street to Harrison Street, Platteview Road – South 180th Street to Springfield City Limits.**

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 Three Hundred Twenty Nine Thousand Seven Hundred Thirty One Dollars and Fifty Nine Cents (\$1,329,731.59) 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 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 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.

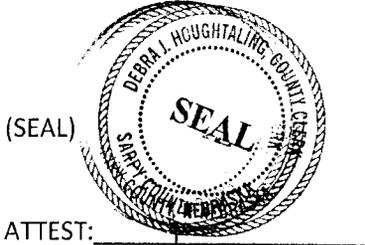
20. Contractor **may not** subcontract or assign any portion of Contract without prior written approval from the County.
21. Contractor expressly guarantees all work and materials as described herein.

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: Kyle Timmer
Oldcastle Materials Midwest Co.
d/b/a Omni Engineering
14012 Giles Rd.
Omaha, NE 68138

IN WITNESS WHEREOF, the parties hereto have caused these instruments to be executed in THREE original counterparts, this as of this 6th day of January 2015.



County of Sarpy, Nebraska
A Body Politic and Corporate

CHAIRMAN: [Signature]

CLERK: [Signature]

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

Oldcastle Materials Midwest Co.
CONTRACTOR: d/b/a Omni Engineering

ATTEST:
[Signature]
SECRETARY/WITNESS

VICE PRESIDENT: [Signature]