

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

**RESOLUTION AWARDING BID FOR SCHRAM ROAD, 150<sup>TH</sup> STREET TO 156<sup>TH</sup> STREET, PROJECT C-77 (17-5)**  
**FOR THE PUBLIC WORKS DEPARTMENT**

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

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

WHEREAS, bids for Schram Road, 150<sup>th</sup> Street to 156<sup>th</sup> Street, Project C-77 (17-5) 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,

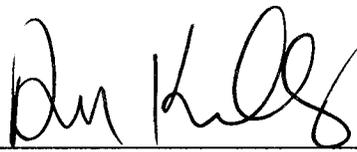
WHEREAS, this Board desires to proceed forthwith in order to expedite and facilitate service to the citizens of Sarpy County.

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

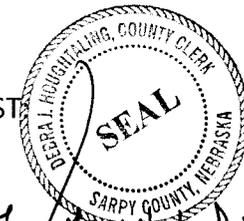
- (1) The low bid of Chas. Vrana & Son Construction Co. for Schram Road, 150<sup>th</sup> Street to 156<sup>th</sup> Street, Project C-77 (17-05) in the amount of One Million Five Hundred Ninety Four Thousand Five Hundred Ten Dollars and Ninety Cents (\$1,594,510.90) is accepted, ratified, and confirmed.
- (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.

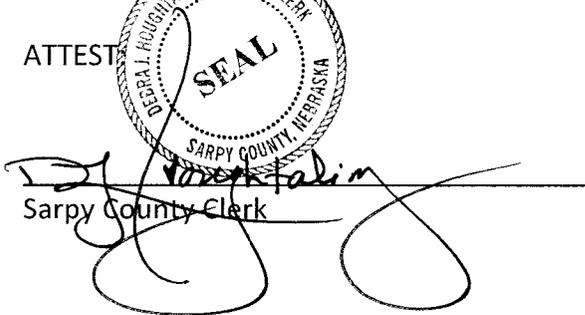
The above resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 17<sup>th</sup> day of

May, 2016.

  
 \_\_\_\_\_  
 Sarpy County Board Chairman

ATTEST

The seal is circular with a double-line border. The outer ring contains the text 'SARPY COUNTY, NEBRASKA' at the bottom and 'DEBRA L. HUGHES, COUNTY CLERK' at the top. In the center, the word 'SEAL' is written in a bold, serif font.

  
 \_\_\_\_\_  
 Sarpy County Clerk

# Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE  
1210 GOLDEN GATE DRIVE SUITE 1220  
PAPILLION, NE 68046



Brian Hanson, Purchasing Agent  
(402) 593-2349  
Debby Peoples, Asst. Purchasing Agent  
(402) 593-4164  
Beth Garber, Senior Buyer/Contract Administrator  
(402) 593-4476  
Lois Spethman, Supply Clerk/Purchaser  
(402) 593-2102

## MEMO

To: Sarpy County Board of Commissioners

From: Beth Garber

Re: Award Bid for Schram Road – 150<sup>th</sup> Street to 156<sup>th</sup> Street

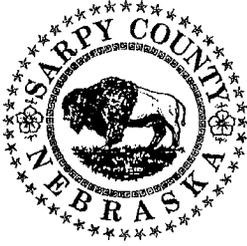
On May 10, 2016, four (4) bids were opened for Schram Road – 150<sup>th</sup> Street to 156<sup>th</sup> Street, Project C-77 (17-5) for the Public Works Department. After reviewing the bids, it is recommended the bid be awarded to the low bidder, Chas. Vrana & Son Construction Co. for \$1,594,510.90 with the project being substantially complete by October 17, 2016. The Engineer's Estimate for the construction was \$2,181,614.00.

The County has worked with Vrana several times in the past including a recent awards of Bridge #30 at 48<sup>th</sup> & Cornhusker over the Papio Creek, Project C-77 (13-3) and Giles Road – 156<sup>th</sup> St. to 144<sup>th</sup> St., Project C-77 (09-4). Please feel free to contact me with any questions.

May 11, 2016

  
Beth Garber

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



## SARPY COUNTY

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

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

### MEMORANDUM

**To:** Sarpy County Board of Commissioners

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

**Subject:** C-77(17-5) – Schram Road – 150<sup>th</sup> Street to 156<sup>th</sup> Street

**Date:** May 11, 2016

On May 10, 2016, four (4) bids were opened during the Sarpy County Board of Commissioners Meeting for the above mentioned project. The low bid is from Charles Vrana and Son Construction Company of Omaha, Nebraska, with a total bid of \$1,594,510.90. This bid is 26.9% lower than the Engineer's Estimate of \$2,181,614.00. All four bids received were generally competitive and below the Engineer's Estimate.

The Sarpy County Engineer recommends the bid be awarded to Charles Vrana and Son Construction Company in the amount of \$1,594,510.90. Feel free to contact me if you have any questions.

BID TAB  
SCHRAM RD. - 150TH ST. TO 156TH ST.  
FOR THE  
PUBLIC WORKS DEPARTMENT

BID OPENING:  
3:00 P.M., TUESDAY  
MAY 10, 2016

DESCRIPTION	UNIT	QNTY	Chas. Vrana & Son Construction Co.		Graham Construction, Inc.		Tab Construction Co.		MBC Construction Co. Inc.	
			UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1 MOBILIZATION	LS	1	\$75,000.00	\$75,000.00	\$166,250.00	\$166,250.00	\$101,101.00	\$101,101.00	\$127,912.55	\$127,912.55
2 TOPSOIL REMOVAL AND PLACEMENT	SY	46324	\$0.80	\$37,059.20	\$0.81	\$37,522.44	\$0.60	\$27,794.40	\$0.84	\$38,912.16
3 CLEARING AND GRUBBING - GENERAL	LS	1	\$20,000.00	\$20,000.00	\$9,566.57	\$9,566.57	\$28,650.00	\$28,650.00	\$39,733.17	\$39,733.17
4 REMOVE 18" OR SMALLER CULVERT PIPE	LF	203	\$11.00	\$2,233.00	\$15.00	\$3,045.00	\$12.00	\$2,436.00	\$16.74	\$3,398.22
5 REMOVE CULVERT PIPE 36"	LF	170	\$15.00	\$2,550.00	\$17.30	\$2,941.00	\$13.00	\$2,210.00	\$18.97	\$3,224.90
6 REMOVE AREA INLET	EA	1	\$550.00	\$550.00	\$450.00	\$450.00	\$755.00	\$755.00	\$995.23	\$995.23
7 REMOVE SIGN	EA	7	\$100.00	\$700.00	\$65.00	\$455.00	\$25.00	\$175.00	\$55.79	\$390.53
8 REMOVE PAVEMENT	SY	256	\$10.00	\$2,560.00	\$6.55	\$1,676.80	\$6.35	\$1,625.60	\$20.08	\$5,140.48
9 REMOVE BOLLARD	EA	1	\$120.00	\$120.00	\$85.00	\$85.00	\$110.00	\$110.00	\$55.79	\$55.79
10 EXCAVATION ON-SITE	CY	41858	\$4.00	\$167,432.00	\$4.07	\$170,362.06	\$5.10	\$213,475.80	\$4.46	\$186,686.68
11 UNSUITABLE MATERIAL	CY	1000	\$10.40	\$10,400.00	\$10.85	\$10,850.00	\$1.05	\$1,050.00	\$11.16	\$11,160.00
12 CONSTRUCT TEMPORARY SURFACING	SY	2000	\$11.00	\$22,000.00	\$3.04	\$6,080.00	\$4.30	\$8,600.00	\$11.16	\$22,320.00
13 CRUSHED ROCK SURFACING	TONS	374	\$30.00	\$11,220.00	\$28.00	\$10,472.00	\$26.50	\$9,911.00	\$33.47	\$12,517.78
14 CONSTRUCT 9-INCH CONCRETE PAVEMENT (TYPE L65)	SY	20524	\$33.00	\$677,292.00	\$34.50	\$708,078.00	\$32.65	\$670,108.60	\$40.01	\$821,165.24
15 CONSTRUCT 9-INCH CONCRETE DRIVEWAY (TYPE L65)	SY	59	\$65.00	\$3,835.00	\$42.80	\$2,525.20	\$59.55	\$3,513.45	\$56.37	\$3,325.83
16 CONSTRUCT ROCK DRIVEWAY	SY	161	\$13.50	\$2,173.50	\$7.08	\$1,139.88	\$7.50	\$1,207.50	\$19.02	\$3,062.22
17 CONSTRUCT CONCRETE HEADER	LF	13	\$15.00	\$195.00	\$13.30	\$172.90	\$12.00	\$156.00	\$12.68	\$164.84
18 AGGREGATE BEDDING	LF	4792	\$7.60	\$36,419.20	\$4.50	\$21,564.00	\$4.95	\$23,720.40	\$7.04	\$33,735.68
19 CONSTRUCT 15" RCP, CLASS III	LF	511	\$24.00	\$12,264.00	\$30.90	\$15,789.90	\$36.10	\$18,447.10	\$31.59	\$16,142.49
20 CONSTRUCT 18" RCP, CLASS III	LF	1546	\$26.00	\$40,196.00	\$32.25	\$49,858.50	\$38.35	\$59,289.10	\$33.47	\$51,744.62
21 CONSTRUCT 24" RCP, CLASS III	LF	1432	\$37.00	\$52,984.00	\$42.25	\$60,502.00	\$45.20	\$64,726.40	\$46.86	\$67,103.52
22 CONSTRUCT 30" RCP, CLASS III	LF	678	\$57.00	\$38,646.00	\$60.25	\$40,849.50	\$68.80	\$46,646.40	\$63.60	\$43,120.80
23 CONSTRUCT 36" RCP, D(0.01) = 1,350	LF	338	\$71.00	\$23,998.00	\$71.95	\$24,319.10	\$82.90	\$28,020.20	\$79.22	\$26,776.36
24 CONSTRUCT 48" RCP, D(0.01) = 1,350	LF	270	\$123.00	\$33,210.00	\$116.35	\$31,414.50	\$122.35	\$33,034.50	\$121.61	\$32,834.70
25 CONSTRUCT 36" CMP	LF	17	\$95.00	\$1,615.00	\$70.25	\$1,194.25	\$77.70	\$1,320.90	\$130.54	\$2,219.18
26 CONSTRUCT 24" CONCRETE COLLAR	EA	1	\$740.00	\$740.00	\$405.00	\$405.00	\$498.00	\$498.00	\$416.17	\$416.17
27 CONSTRUCT 36" CONCRETE COLLAR	EA	1	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$484.00	\$484.00	\$545.59	\$545.59
28 CONSTRUCT 18" STORM SEWER TAP	EA	1	\$1,000.00	\$1,000.00	\$540.00	\$540.00	\$408.00	\$408.00	\$526.62	\$526.62
29 CONSTRUCT 18" PIPE PLUG	EA	3	\$320.00	\$960.00	\$205.00	\$615.00	\$171.00	\$513.00	\$287.86	\$863.58
30 CONSTRUCT 30" PIPE PLUG	EA	1	\$730.00	\$730.00	\$290.00	\$290.00	\$360.00	\$360.00	\$343.64	\$343.64
31 CONSTRUCT 54" I.D. STORM MANHOLE	VF	11.3	\$600.00	\$6,780.00	\$521.00	\$5,887.30	\$611.55	\$6,910.52	\$526.62	\$5,950.81
32 CONSTRUCT 72" I.D. STORM MANHOLE	VF	25	\$450.00	\$11,250.00	\$448.00	\$11,200.00	\$506.45	\$12,661.25	\$535.55	\$13,388.75
33 CONSTRUCT TYPE "C" MANHOLE	EA	2	\$8,600.00	\$17,200.00	\$8,700.00	\$17,400.00	\$13,800.00	\$27,600.00	\$7,119.47	\$14,238.94
34 CONSTRUCT 18" RC FLARED END SECTION	EA	1	\$580.00	\$580.00	\$625.00	\$625.00	\$447.00	\$447.00	\$807.79	\$807.79
35 CONSTRUCT 24" RC FLARED END SECTION	EA	1	\$680.00	\$680.00	\$717.00	\$717.00	\$578.00	\$578.00	\$924.94	\$924.94
36 CONSTRUCT 36" RC FLARED END SECTION	EA	2	\$1,120.00	\$2,240.00	\$1,014.00	\$2,028.00	\$966.00	\$1,932.00	\$1,406.94	\$2,813.88
37 CONSTRUCT 48" RC FLARED END SECTION	EA	4	\$1,550.00	\$6,200.00	\$1,500.00	\$6,000.00	\$1,448.00	\$5,792.00	\$1,931.33	\$7,725.32
38 CONSTRUCT 36" METAL FLARED END SECTION	EA	1	\$900.00	\$900.00	\$770.00	\$770.00	\$615.00	\$615.00	\$730.80	\$730.80
39 ADJUST MANHOLE TO GRADE	EA	1	\$550.00	\$550.00	\$310.00	\$310.00	\$240.75	\$240.75	\$892.58	\$892.58
40 CONSTRUCT CURB INLET - TYPE I	EA	11	\$2,800.00	\$30,800.00	\$2,400.00	\$26,400.00	\$2,875.00	\$31,625.00	\$3,124.04	\$34,364.44
41 CONSTRUCT REINFORCED CURB INLET - TYPE I	EA	1	\$5,300.00	\$5,300.00	\$8,435.00	\$8,435.00	\$8,421.00	\$8,421.00	\$5,020.79	\$5,020.79
42 CONSTRUCT CURB INLET - TYPE III	EA	22	\$4,050.00	\$89,100.00	\$2,650.00	\$58,300.00	\$3,061.00	\$67,342.00	\$3,235.62	\$71,183.64
43 CONSTRUCT AREA INLET - TYPE II	EA	1	\$3,030.00	\$3,030.00	\$3,290.00	\$3,290.00	\$3,465.00	\$3,465.00	\$3,368.39	\$3,368.39
44 CONSTRUCT MODIFIED AREA INLET	EA	9	\$2,850.00	\$25,650.00	\$2,985.00	\$26,865.00	\$7,236.00	\$65,124.00	\$5,000.00	\$45,000.00
45 INSTALL EXTERNAL FRAME SEAL	EA	1	\$430.00	\$430.00	\$455.00	\$455.00	\$387.00	\$387.00	\$608.07	\$608.07
46 CONSTRUCT RIPRAP TYPE "B"	TONS	119	\$62.00	\$7,378.00	\$60.00	\$7,140.00	\$63.75	\$7,586.25	\$55.79	\$6,639.01
47 INSTALL SILT FENCE	LF	4162	\$2.10	\$8,740.20	\$2.17	\$9,031.54	\$2.15	\$8,948.30	\$2.34	\$9,739.08
48 INSTALL AREA INLET PROTECTION	EA	10	\$165.00	\$1,650.00	\$174.00	\$1,740.00	\$170.00	\$1,700.00	\$223.15	\$2,231.50
49 INSTALL CURB INLET PROTECTION	EA	29	\$165.00	\$4,785.00	\$174.00	\$5,046.00	\$170.00	\$4,930.00	\$278.93	\$8,088.97
50 TEMPORARY SILT FENCE	LF	1000	\$2.90	\$2,900.00	\$2.98	\$2,980.00	\$2.95	\$2,950.00	\$2.34	\$2,340.00

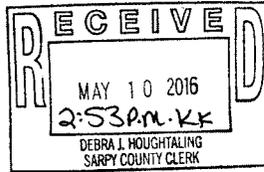
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SCHRAM RD. - 150TH ST. TO 156TH ST.  
FOR THE  
PUBLIC WORKS DEPARTMENT

BID OPENING:  
3:00 P.M., TUESDAY  
MAY 10, 2016

DESCRIPTION	UNIT	QNTY	Chas. Vrana & Son Construction Co.		Graham Construction, Inc.		Tab Construction Co.		MBC Construction Co. Inc.	
			UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
51 EROSION CHECKS, TYPE EARTH	LF	280	\$4.90	\$1,372.00	\$2.86	\$800.80	\$5.30	\$1,484.00	\$16.74	\$4,687.20
52 EROSION CHECKS, TYPE WATTLE	LF	3820	\$2.30	\$8,786.00	\$2.39	\$9,129.80	\$2.35	\$8,977.00	\$2.79	\$10,657.80
53 EROSION CONTROL - TYPE 2C	SY	191	\$9.40	\$1,795.40	\$9.80	\$1,871.80	\$9.55	\$1,824.05	\$13.95	\$2,664.45
54 EROSION CONTROL - TYPE 1D	SY	562	\$1.00	\$562.00	\$1.00	\$562.00	\$1.00	\$562.00	\$1.23	\$691.26
55 SEEDING - TYPE WET (EROSION CONTROL)	AC	0.03	\$5,200.00	\$156.00	\$5,425.00	\$162.75	\$5,305.00	\$159.15	\$13,723.48	\$411.70
56 SEEDING - TYPE III (EROSION CONTROL)	AC	9.56	\$4,600.00	\$43,976.00	\$4,831.00	\$46,184.36	\$4,723.00	\$45,151.88	\$5,333.19	\$50,985.30
57 REMOVE PERMANENT PAINTED PAVEMENT MARKING - 5" WHITE	LF	518	\$1.00	\$518.00	\$1.00	\$518.00	\$1.00	\$518.00	\$1.00	\$518.00
58 REMOVE PERMANENT PAINTED PAVEMENT MARKING - 5" YELLOW	LF	1017	\$1.00	\$1,017.00	\$1.00	\$1,017.00	\$1.00	\$1,017.00	\$1.00	\$1,017.00
59 INSTALL PERMANENT PAINTED PAVEMENT MARKING - 5" WHITE	LF	4206	\$0.32	\$1,345.92	\$0.34	\$1,430.04	\$0.35	\$1,472.10	\$0.40	\$1,682.40
60 INSTALL PERMANENT PAINTED PAVEMENT MARKING - 5" YELLOW	LF	15139	\$0.32	\$4,844.48	\$0.34	\$5,147.26	\$0.35	\$5,298.65	\$0.40	\$6,055.60
61 INSTALL PERMANENT PAINTED PAVEMENT MARKING - 8" WHITE	LF	600	\$0.70	\$420.00	\$0.65	\$390.00	\$0.65	\$390.00	\$0.73	\$438.00
62 INSTALL PERMANENT PAINTED PAVEMENT MARKING - 12" WHITE	LF	189	\$1.00	\$189.00	\$0.95	\$179.55	\$0.95	\$179.55	\$1.04	\$196.56
63 INSTALL PERMANENT PAINTED PAVEMENT MARKING - 12" YELLOW	LF	200	\$1.00	\$200.00	\$0.95	\$190.00	\$0.95	\$190.00	\$1.04	\$208.00
64 INSTALL PERMANENT PAINTED PAVEMENT MARKING - 18" WHITE	LF	72	\$19.00	\$1,368.00	\$1.35	\$97.20	\$1.35	\$97.20	\$1.38	\$99.36
65 INSTALL PERMANENT PAINTED PAVEMENT MARKING SYMBOL - TYPE "ONLY", WHITE	EA	2	\$50.00	\$100.00	\$49.00	\$98.00	\$47.75	\$95.50	\$50.21	\$100.42
66 INSTALL PERMANENT PAINTED PAVEMENT MARKING SYMBOL - TYPE DIRECTIONAL LEFT ARROW, WHITE	EA	9	\$50.00	\$450.00	\$49.00	\$441.00	\$47.75	\$429.75	\$50.21	\$451.89
67 INSTALL TRAFFIC SIGNS & POSTS, SIGNS PROVIDED BY CONTRACTOR	LS	1	\$4,100.00	\$4,100.00	\$3,000.00	\$3,000.00	\$3,560.00	\$3,560.00	\$3,743.27	\$3,743.27
68 FURNISH CHANGEABLE MESSAGE SIGN	DAY	24	\$54.00	\$1,296.00	\$54.25	\$1,302.00	\$55.00	\$1,320.00	\$55.79	\$1,338.96
69 PROVIDE TEMPORARY TRAFFIC CONTROL	LS	1	\$10,000.00	\$10,000.00	\$10,250.00	\$10,250.00	\$10,007.00	\$10,007.00	\$10,528.03	\$10,528.03
70 REMOVE AND REINSTALL MAILBOX POST	EA	1	\$190.00	\$190.00	\$160.00	\$160.00	\$273.00	\$273.00	\$278.93	\$278.93
71 INSTALL TEMPORARY MAILBOX POST	EA	1	\$200.00	\$200.00	\$132.00	\$132.00	\$173.00	\$173.00	\$278.93	\$278.93
72 RENTAL OF LOADER, FULLY OPERATED	HOURL	10	\$125.00	\$1,250.00	\$120.00	\$1,200.00	\$95.00	\$950.00	\$162.31	\$1,623.10
73 RENTAL OF BACKHOE, FULLY OPERATED	HOURL	10	\$140.00	\$1,400.00	\$100.00	\$1,000.00	\$85.00	\$850.00	\$140.00	\$1,400.00
74 RENTAL OF DUMP TRUCK, FULLY OPERATED	HOURL	10	\$100.00	\$1,000.00	\$100.00	\$1,000.00	\$70.00	\$700.00	\$110.00	\$1,100.00
75 RENTAL OF SKID LOADER, FULLY OPERATED	HOURL	10	\$125.00	\$1,250.00	\$90.00	\$900.00	\$50.00	\$500.00	\$110.00	\$1,100.00
76 RENTAL OF CRAWLER MOUNTED HYDRAULIC EXCAVATOR, FULLY OPERATED	HOURL	10	\$150.00	\$1,500.00	\$150.00	\$1,500.00	\$115.00	\$1,150.00	\$195.78	\$1,957.80
<b>TOTAL BID</b>				<b>\$1,594,510.90</b>		<b>\$1,662,797.00</b>		<b>\$1,696,931.25</b>		<b>\$1,896,810.23</b>

**VRANA**

CHARLES VRANA & SON  
CONSTRUCTION COMPANY  
4816 F STREET  
OMAHA, NE 68117-1481

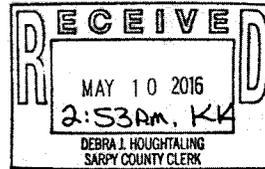


Schram Rd., 150<sup>th</sup> to 156<sup>th</sup> Street  
Sarpy County Project No: C-77 (17-05)  
May 10, 2016 – 3:00p

Bid Bond Enclosed

**VRANA**

CHARLES VRANA & SON  
CONSTRUCTION COMPANY  
4816 F STREET  
OMAHA, NE 68117-1481



"Sealed Bid Schram Rd., 150<sup>th</sup> to 156<sup>th</sup> Street"  
Sarpy County Project No: C-77 (17-05)  
May 10, 2016 – 3:00p

Bid Proposal Enclosed

**CONTRACTOR:** Chas. Vrana & Son Construction Co.

**Sarpy County, Nebraska  
Bid Form  
Schram Road, 150th Street to 156th Street  
Project C-77 (17-05)**

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

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

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

CONTRACTOR: Chas. Vrana & Son Construction Co.

UPDATE 4/29/2016

#	ITEM	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	MOBILIZATION	LS	1	75,000.00	75,000.00
2	TOPSOIL REMOVAL AND PLACEMENT	SY	46324	0.80	37,059.20
3	CLEARING AND GRUBBING - GENERAL	LS	1	20,000.00	20,000.00
4	REMOVE 18" OR SMALLER CULVERT PIPE	LF	203	11.00	2,233.00
5	REMOVE CULVERT PIPE 36"	LF	170	15.00	2,550.00
6	REMOVE AREA INLET	EA	1	550.00	550.00
7	REMOVE SIGN	EA	7	100.00	700.00
8	REMOVE PAVEMENT	SY	256	10.00	2,560.00
9	REMOVE BOLLARD	EA	1	120.00	120.00
10	EXCAVATION ON-SITE	CY	41858	4.00	167,432.00
11	UNSUITABLE MATERIAL	CY	1000	10.40	10,400.00
12	CONSTRUCT TEMPORARY SURFACING	SY	2000	11.00	22,000.00
13	CRUSHED ROCK SURFACING	TONS	374	30.00	11,220.00
14	CONSTRUCT 9-INCH CONCRETE PAVEMENT (TYPE L65)	SY	20524	33.00	677,292.00
15	CONSTRUCT 9-INCH CONCRETE DRIVEWAY (TYPE L65)	SY	59	65.00	3,835.00
16	CONSTRUCT ROCK DRIVEWAY	SY	161	13.50	2,173.50
17	CONSTRUCT CONCRETE HEADER	LF	13	15.00	195.00
18	AGGREGATE BEDDING	LF	4792	7.60	36,419.20
19	CONSTRUCT 15" RCP, CLASS III	LF	511	24.00	12,264.00
20	CONSTRUCT 18" RCP, CLASS III	LF	1546	26.00	40,196.00
21	CONSTRUCT 24" RCP, CLASS III	LF	1432	37.00	52,984.00
22	CONSTRUCT 30" RCP, CLASS III	LF	678	57.00	38,646.00
23	CONSTRUCT 36" RCP, D(0.01) = 1,350	LF	338	71.00	23,998.00
24	CONSTRUCT 48" RCP, D(0.01) = 1,350	LF	270	123.00	33,210.00
25	CONSTRUCT 36" CMP	LF	17	95.00	1,615.00
26	CONSTRUCT 24" CONCRETE COLLAR	EA	1	740.00	740.00
27	CONSTRUCT 36" CONCRETE COLLAR	EA	1	1,000.00	1,000.00
28	CONSTRUCT 18" STORM SEWER TAP	EA	1	1,000.00	1,000.00
29	CONSTRUCT 18" PIPE PLUG	EA	3	320.00	960.00
30	CONSTRUCT 30" PIPE PLUG	EA	1	730.00	730.00
31	CONSTRUCT 54" I.D. STORM MANHOLE	VF	11.3	600.00	6,780.00
32	CONSTRUCT 72" I.D. STORM MANHOLE	VF	25.0	450.00	11,250.00
33	CONSTRUCT TYPE "C" MANHOLE	EA	2	8,600.00	17,200.00
34	CONSTRUCT 18" RC FLARED END SECTON	EA	1	580.00	580.00

CONTRACTOR: Chas. Vrana & Son Construction Co.

#	ITEM	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
35	CONSTRUCT 24" RC FLARED END SECTON	EA	1	680.00	680.00
36	CONSTRUCT 36" RC FLARED END SECTON	EA	2	1,120.00	2,240.00
37	CONSTRUCT 48" RC FLARED END SECTON	EA	4	1,550.00	6,200.00
38	CONSTRUCT 36" METAL FLARED END SECTON	EA	1	900.00	900.00
39	ADJUST MANHOLE TO GRADE	EA	1	550.00	550.00
40	CONSTRUCT CURB INLET - TYPE I	EA	11	2,800.00	30,800.00
41	CONSTRUCT REINFORCED CURB INLET - TYPE I	EA	1	5,300.00	5,300.00
42	CONSTRUCT CURB INLET - TYPE III	EA	22	4,050.00	89,100.00
43	CONSTRUCT AREA INLET - TYPE II	EA	1	3,030.00	3,030.00
44	CONSTRUCT MODIFIED AREA INLET	EA	9	2,850.00	25,650.00
45	INSTALL EXTERNAL FRAME SEAL	EA	1	430.00	430.00
46	CONSTRUCT RIPRAP TYPE "B"	TONS	119	62.00	7,378.00
47	INSTALL SILT FENCE	LF	4162	2.10	8,740.20
48	INSTALL AREA INLET PROTECTION	EA	10	165.00	1,650.00
49	INSTALL CURB INLET PROTECTION	EA	29	165.00	4,785.00
50	TEMPORARY SILT FENCE	LF	1000	2.90	2,900.00
51	EROSION CHECKS, TYPE EARTH	LF	280	4.90	1,372.00
52	EROSION CHECKS, TYPE WATTLE	LF	3820	2.30	8,786.00
53	EROSION CONTROL - TYPE 2C	SY	191	9.40	1,795.40
54	EROSION CONTROL - TYPE 1D	SY	562	1.00	562.00
55	SEEDING - TYPE WET (EROSION CONTROL)	AC	0.03	5,200.00	156.00
56	SEEDING - TYPE III (EROSION CONTROL)	AC	9.56	4,600.00	43,976.00
57	REMOVE PERMANENT PAINTED PAVEMENT MARKING - 5" WHITE	LF	518	1.00	518.00
58	REMOVE PERMANENT PAINTED PAVEMENT MARKING - 5" YELLOW	LF	1017	1.00	1,017.00
59	INSTALL PERMANENT PAINTED PAVEMENT MARKING - 5" WHITE	LF	4206	0.32	1,345.92
60	INSTALL PERMANENT PAINTED PAVEMENT MARKING - 5" YELLOW	LF	15139	0.32	4,844.48
61	INSTALL PERMANENT PAINTED PAVEMENT MARKING - 8" WHITE	LF	600	0.70	420.00
62	INSTALL PERMANENT PAINTED PAVEMENT MARKING - 12" WHITE	LF	189	1.00	189.00
63	INSTALL PERMANENT PAINTED PAVEMENT MARKING - 12" YELLOW	LF	200	1.00	200.00
64	INSTALL PERMANENT PAINTED PAVEMENT MARKING - 18" WHITE	LF	72	19.00	1,368.00
65	INSTALL PERMANENT PAINTED PAVEMENT MARKING SYMBOL - TYPE "ONLY", WHITE	EA	2	50.00	100.00

CONTRACTOR: Chas. Vrana & Son Construction Co.

#	ITEM	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
66	INSTALL PERMANENT PAINTED PAVEMENT MARKING SYMBOL - TYPE DIRECTIONAL LEFT ARROW, WHITE	EA	9	50.00	450.00
67	INSTALL TRAFFIC SIGNS & POSTS, SIGNS PROVIDED BY CONTRACTOR	LS	1	4,100.00	4,100.00
68	FURNISH CHANGEABLE MESSAGE SIGN	DAY	24	54.00	1,296.00
69	PROVIDE TEMPORARY TRAFFIC CONTROL	LS	1	10,000.00	10,000.00
70	REMOVE AND REINSTALL MAILBOX POST	EA	1	190.00	190.00
71	INSTALL TEMPORARY MAILBOX POST	EA	1	200.00	200.00
72	RENTAL OF LOADER, FULLY OPERATED	HOUR	10	125.00	1,250.00
73	RENTAL OF BACKHOE, FULLY OPERATED	HOUR	10	140.00	1,400.00
74	RENTAL OF DUMP TRUCK, FULLY OPERATED	HOUR	10	100.00	1,000.00
75	RENTAL OF SKID LOADER, FULLY OPERATED	HOUR	10	125.00	1,250.00
76	RENTAL OF CRAWLER MOUNTED HYDRAULIC EXCAVATOR, FULLY OPERATED	HOUR	10	150.00	1,500.00
				GRAND TOTAL	\$ 1,594,510.90

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

CONTRACTOR START DATE:

6/1/16

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, October 17, 2016 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.



**CONTRACTOR:** Chas. Vrana & Son Construction Co.

Construction successfully completed within the past five (5) years similar in size, scope, and difficulty of construction to the work bid upon.

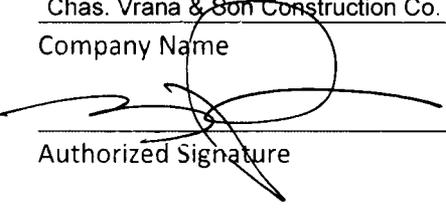
	Name of Owner	Name of Project	Amount of Contract	# of Contract Days Allowed	Actual # of Days to Complete
1	Sarpy County	114th & Cornhusker Rd.	2.9m	411 Calendar Days	405 Calendar Days
2	Douglas County	204th & Harrison St.	1.5m	190 Calendar Days	160 Calendar Days
3	City of Omaha	84th & W. Center Rd.	1.5m	165 Calendar Days	155 Calendar Days
4	City of Council Bluffs	So. 24th Street	2.4m	120 Working Days	115 Working Days
5	Iowa Western	Iowa Western Blvd.	1.5m	90 Calendar Days	85 Calendar Days

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 5/2/16  
Addendum #2 \_\_\_\_\_

Chas. Vrana & Son Construction Co.  
Company Name

  
Authorized Signature

4816 "F" Street  
Address

Omaha, NE 68117  
City, State & Zip

Troy W. Perry  
Company Representative (Please print)

402-733-5200  
Telephone Number

402-733-5203  
Fax Number

tperry@vrana.com  
E-Mail Address

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

# THE AMERICAN INSTITUTE OF ARCHITECTS

BID-010-2016



## AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **Chas. Vrana & Son Construction Co., 4816 F Street, Omaha, NE 68117** as Principal, hereinafter called the Principal, and

**Universal Surety Company, 601 S. 12<sup>th</sup> Street, Lincoln, NE 68508**, a corporation duly organized under the laws of the State of Nebraska as Surety, hereinafter called the Surety, are held and firmly bound unto

**Sarpy County Treasurer, 1210 Golden Gate Drive, Papillion, NE 68046** as Obligee, hereinafter called the Obligee, in the sum of **Five Percent of the Bid (5%)** for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for: **Schram Rd. – 150th St. to 156th St. Project C-77 (17-5)**

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

Signed and sealed this 10th day of May, 2016.

  
(Witness)

Chas. Vrana & Son Construction Company

(Principal)

(Seal)

By: 

(Title)

  
(Witness)

Universal Surety Company

(Surety)

(Seal)



(Title)

Bethany Lam, Attorney-in-Fact

# UNIVERSAL SURETY COMPANY

Lincoln, Nebraska

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

That the **UNIVERSAL SURETY COMPANY**, a corporation of the State of Nebraska having its principal office in the City of Lincoln, Nebraska, pursuant to the following Bylaw, which was adopted by the Board of Directors of the said Company on July 23, 1981, to wit:

"Article V-Section 6. RESIDENT OFFICERS AND ATTORNEYS-IN-FACT. The President or any Vice President, acting with any Secretary or Assistant Secretary, shall have the authority to appoint Resident Vice Presidents and Attorneys-In-Fact, with the power and authority to sign, execute, acknowledge and deliver on its behalf, as Surety: Any and all undertakings of suretyship and to affix thereto the corporate seal of the corporation. The President or any Vice President, acting with any Secretary or Assistant Secretary, shall also have the authority to remove and revoke the authority of any such appointee at any time."  
does hereby make, constitute and appoint

John Hruska or Arnold H. Joffe or Mark Leslie Stokes, Omaha, Nebraska  
or B. Lam, Papillion, Nebraska or Christi R. Buus, Pacific Junction, Iowa

its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf, as Surety:  
Any and all undertakings of suretyship

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its offices in Lincoln, Nebraska, in their own persons.

The following Resolution was adopted at the Regular Meeting of the Board of Directors of the **UNIVERSAL SURETY COMPANY**, held on July 23, 1981:

"RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed in accordance with Article V-Section 6 of the Company Bylaws: and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary and facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

All authority hereby conferred shall remain in full force and effect until terminated by the Company.

IN WITNESS WHEREOF, **UNIVERSAL SURETY COMPANY** has caused these presents to be signed by its President and its corporate seal to be hereunto affixed this 5th day of June, 20 15.

UNIVERSAL SURETY COMPANY

*Carol J. Clark*

Secretary/Treasurer

By

*Curt L. Hartter*

President



State of Nebraska

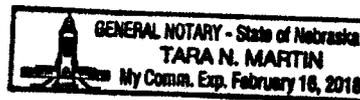
County of

of

ss.  
Lancaster

On this 5th day of June, 20 15, before me personally came Curtis L. Hartter, to me known, who being by me duly sworn, did depose and say that (s)he resides in the County of Lancaster, State of Nebraska; that (s)he is the President of the **UNIVERSAL SURETY COMPANY**, the corporation described in and which executed the above instrument; that (s)he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed (his) (her) name by like order; and that Bylaw, Article V-Section 6, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

*Tara N. Martin*



My Commission Expires February 16, 2018.

Notary Public

I, Cheryl A. Brown, Assistant Secretary of **UNIVERSAL SURETY COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said **UNIVERSAL SURETY COMPANY**, which is still in full force and effect.

Signed and sealed at the City of Lincoln, Nebraska this 10th day of May, 20 16.

*Cheryl A. Brown*

Assistant Secretary



## CONTRACT AGREEMENT

THIS CONTRACT is made and entered into in DUPLICATE by and between Sarpy County, Nebraska hereinafter called County, and Chas. Vrana & Son Construction Co. hereinafter called Contractor.

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

1. **The Contractor does hereby agree to undertake and construct Sarpy County Project Schram Road, 150th Street to 156th Street, Project C-77 (17-05)**  
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 Five Hundred Ninety Four Thousand Five Hundred Ten Dollars and Ninety Cents (\$1,594,510.90) 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, 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., 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 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.

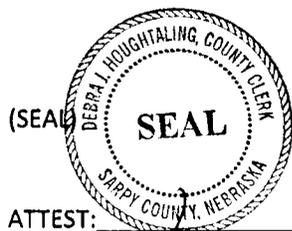
20. Contractor **may not** subcontract or assign any portion of Contract without prior written approval from the County.
21. Contractor expressly guarantees all work and materials as described herein.

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: Mr. Troy Perry  
Chas. Vrana & Son Construction  
4816 F Street  
Omaha, NE 68117

IN WITNESS WHEREOF, the parties hereto have caused these instruments to be executed in THREE original counterparts, this as of this 17<sup>th</sup> day of May 2016.



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

CLERK: Debra J. Houghtaling

APPROVED AS TO FORM:

COUNTY ATTORNEY/DEPUTY

ATTEST:

SECRETARY/WITNESS

Troy W. Perry

County of Sarpy, Nebraska  
A Body Politic and Corporate

CHAIRMAN: \_\_\_\_\_

David R. Kelly

CONTRACTOR: Chas. Vrana & Son Construction Co.

PRESIDENT: \_\_\_\_\_

Charles H. Vrana  
Charles H. Vrana