

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

**RESOLUTION AWARDING BID FOR JAIL REMODEL PROJECT**  
**INCLUDING THE RESTROOM & GYM RENOVATIONS**

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 the Jail remodel project including the restroom and gym renovations 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,

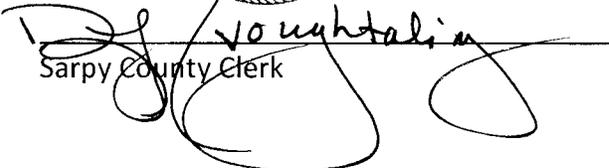
WHEREAS, this Board desires to proceed forthwith in order to expedite and facilitate service to the citizens of Sarpy County.

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

- (1) The low bid of REF Building & Construction Services, Inc. for Jail Remodel Project including the Restroom and Gym Renovations in the amount of Base Bid: Two Hundred and Eight Thousand Five Hundred Forty Five Dollars and Sixty Cents( 208,545.60) and Option 1 - Masonry Cutting and Patching, as needed, as specified \$225.00 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 24<sup>th</sup> day of May, 2016.

  
 \_\_\_\_\_  
 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: Jail Remodel – Restroom & Gym Renovations

On May 19, 2016, two (2) bids were opened for the Jail Remodel Project – Restroom & Gym Renovations. After reviewing the bids, it is recommended the bid be awarded to REF Construction for \$208,545.60 including the option for masonry cutting and patching, as needed for \$225.00. The architect's estimate for the project was \$225,000 and the Sheriff's Office budgeted \$228,260.

Facilities Management has worked with REF Construction on smaller projects at Werner Park and all had positive results. The architect and construction manager, Carlson West Povondra, has also worked with REF Construction on similar sized projects. Jail staff has met with REF and they feel comfortable with their ability to complete the work.

Please feel free to contact me with any questions.

May 20, 2016

  
Beth Garber

cc: Deb Houghtaling  
Mark Wayne  
Scott Bovick  
Brian Hanson  
Capt. Shukis  
Brian Richards  
Mike Jones  
Ross Richards

CARLSON WEST POVONDRA  
 A R C H I T E C T S

Sarpy County Jail  
 Restroom & Gym Renovation  
 Papillion, Nebraska

CWPA 16118

**Tabulation of Bids**

May 19, 2016, 4:00 pm

General Contract Bidders	Base Bid Lump Sum	Bid Security	Allowance Form	Addendum CC-1	Completion Date	Unit Price #1 Masonry Cutting and Patching
<b>REF Construction Omaha, NE</b>	<b>\$208,545.60</b>	<b>Yes</b>	<b>Yes</b>	<b>Yes</b>	<b>TBD</b>	<b>\$225.00</b>
Winn Construction Omaha, NE	\$346,850.00	Yes	No	Yes	1/31/17	\$300.00

**Note:** The low bidder is shown in bold print.

# MEMORANDUM

SARPY COUNTY  
FACILITIES MANAGEMENT

**Date:** May 20, 2016  
**To:** Beth Garber  
**From:** Ross Richards  
**Subject:** Sarpy County Jail - Restroom and Gym Renovations

Facilities Management recommends awarding the Jail Restroom and Gym Renovations Project to REF Construction for the Base Bid Lump Sum amount of \$208,545. The bid also includes a \$225 unit price for Masonry Cutting and Patching at bathroom fixture replacement areas.

REF Construction is well suited for this type of project, their sub-contractors have performed successfully on previous projects with Sarpy County and the bid is less than the engineer's most recent cost opinion.

Please contact me at 593-4358 if you have questions or need additional information.



**AIA**<sup>®</sup>

# Document A101<sup>™</sup> – 2007

## **Standard Form of Agreement Between Owner and Contractor** where the basis of payment is a Stipulated Sum

**AGREEMENT** made as of the Twentieth day of May in the year Two Thousand Sixteen  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)

Sarpy County Board of Commissioners  
1210 Golden Gate Drive  
Papillion, Nebraska 68046

and the Contractor:  
(Name, legal status, address and other information)

REF Building & Construction Services, Inc.  
8629 S 99th Circle, La Vista, NE 68128  
Telephone Number: 402-871-7437

for the following Project:  
(Name, location and detailed description)

16118 Sarpy County Jail Restroom Renovations  
1210 Golden Gate Drive  
Papillion, NE 68046

The project scope includes interior renovations to the 2nd floor Restrooms in D1, D2, D3 and the Gym. Renovated areas will receive new floor and wall finishes, plumbing fixtures, mechanical grills, fire sprinkler heads, light fixtures, and select door replacement.

**The Architect:**  
(Name, legal status, address and other information)

Carlson West Povondra Architects, Inc.  
5060 Dodge Street  
Suite 2001  
Omaha, NE 68132  
Telephone Number: (402)-551-1500  
Fax Number: (402)-551-9488

The Owner and Contractor agree as follows.

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

AIA Document A201<sup>™</sup>-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

## TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS
10	INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than ( ) days from the date of commencement, or as follows:

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*

To be determined in consultation with county staff.

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Hundred Eight Thousand Five Hundred Forty-five Dollars and Sixty Cents (\$ 208,545.60 ), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.3 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
Unit Price #1	One (1) 8"x16" CMU	\$225.00

§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
Owner's Construction Contingency	Five Thousand Dollars (\$5,000.00)

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the First day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the Last day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Thirty ( 30 ) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported

by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Ten percent ( 10.00 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Ten percent ( 10.00 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and  
*(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)*
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## § 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

**ARTICLE 6 DISPUTE RESOLUTION**

**§ 6.1 INITIAL DECISION MAKER**

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

**§ 6.2 BINDING DISPUTE RESOLUTION**

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)*

Arbitration pursuant to Section 15.4 of AIA Document A201-2007

Litigation in a court of competent jurisdiction

Other *(Specify)*

**ARTICLE 7 TERMINATION OR SUSPENSION**

**§ 7.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

**§ 7.2** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

**§ 8.1** Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**§ 8.2** Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

12.00 % per annum

**§ 8.3** The Owner's representative:  
*(Name, address and other information)*

Sarpy County Purchasing  
1210 Golden Gate Drive  
Papillion, NE 68046

§ 8.4 The Contractor's representative:  
(Name, address and other information)

Rory E Froehlich

Telephone Number: 402-871-7437

Email Address: Rfroehlich2@cox.net

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

**8.6 .1 RESIDENCY VERIFICATION**

The Vendor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Vendor 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 Vendor is an individual or sole proprietorship, the following applies:

.1 The Vendor 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 Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

.3 The Vendor understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect. 4-108.

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
<u>A201-2007</u>	<u>General Conditions of the Contract for Construction – as edited with Supplementary Conditions and bound in the Project Manual</u>	<u>April 21, 2016</u>	<u>43</u>

§ 9.1.4 The Specifications:  
*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

Section	Title	Date	Pages
<u>Section 000110</u>	<u>Table of Contents</u>	<u>April 21, 2016</u>	<u>2</u>

§ 9.1.5 The Drawings:  
*(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*

Number	Title	Date
<u>Section 000115</u>	<u>List of Drawings</u>	<u>April 21, 2016</u>

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
<u>Addendum CC-1</u>	<u>May 13, 2016</u>	<u>8</u>

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
- .2 Other documents, if any, listed below:  
*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor’s bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

**ARTICLE 10 INSURANCE AND BONDS**

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.

*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)*

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
<u>Insurance</u>	<u>As enumerated in Article 11 of A201 – General Conditions</u>
<u>Performance Bond</u>	<u>100% of Contract Amount</u>
<u>Payment Bond</u>	<u>100% of Contract Amount</u>

This Agreement entered into as of the day and year first written above.

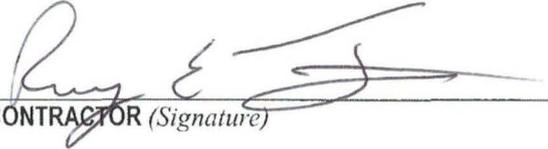


OWNER (Signature)

Don Kelly, Chairman

(Printed name and title)

5/24/16



CONTRACTOR (Signature)

Rory E Froehlich, President

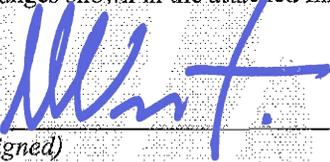
(Printed name and title)

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## Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Michael West, AIA, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 20:29:30 on 05/19/2016 under Order No. 4177647801\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.



---

*(Signed)*

PRINCIPAL

---

*(Title)*

5/20/16

---

*(Dated)*



# Western Surety Company

## BID BOND (Percentage)

Bond Number: 62782879

KNOW ALL PERSONS BY THESE PRESENTS, That we Ref Building and Construction Services  
 \_\_\_\_\_ of  
8629 S 99 Cir, La Vista, NE 68128, hereinafter  
 referred to as the Principal, and Western Surety Company  
 \_\_\_\_\_,  
 as Surety, are held and firmly bound unto County of Sarpy  
 \_\_\_\_\_  
 of % City Engineer, 1210 Golden Gate Dr.-Ste 1118, Papillion, NE 68046  
 \_\_\_\_\_,  
 hereinafter referred to as the Obligee, in the sum of Five ( 5 %) percent of the greatest  
 amount bid, for the payment of which we bind ourselves, our legal representatives, successors and assigns,  
 jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract for \_\_\_\_\_  
Sarpy County Jail

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be  
 specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or  
 contract documents with surety acceptable to Obligee; or if Principal shall fail to do so, pay to Obligee the  
 damages which Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this  
 obligation shall be void; otherwise to remain in full force and effect.

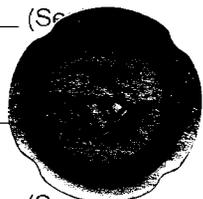
SIGNED, SEALED AND DATED this 17th day of May, 2016.

Ref Building and Construction Services  
 (Principal)

By Angela J. Koehnlich (Seal)

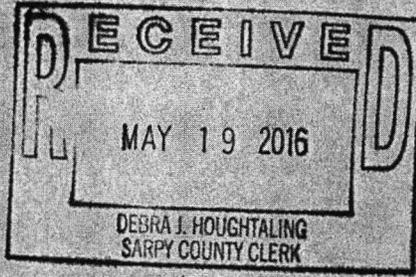
Western Surety Company  
 (Surety)

By Terry Hughes (Seal)  
 TERRY WALTER HUGHES Attorney-in-Fact



# REF Building Construction Services, Inc.

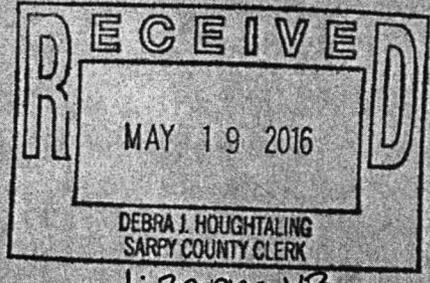
- Bid Form
- Allowance Form
- Bid



1:30pm VB

REF Building Construction Services, Inc

Bid Bond



1:30 pm VB

Sarpy County Jail  
Interior Finishes  
1208 Golden Gate Drive  
Papillion, Nebraska

CWP Project No. 15145  
December 3, 2015

Bid of: REF Building & Construction Services, Inc

- a corporation organized and existing under the laws of the State of Nebraska;
- a corporation organized and existing under the laws of the State of \_\_\_\_\_  
and is/is not licensed to do business in the State of Nebraska as a foreign corporation;
- a partnership consisting of \_\_\_\_\_ partners; or
- a sole proprietor;

hereinafter called the Bidder.

To: Deb Houghtaling, Sarpy County Clerk  
Sarpy County Courthouse  
1210 Golden Gate Drive  
Papillion, Nebraska 68046

The undersigned acknowledges that he has received and familiarized himself with the following:

**Project Manual:** per Project Manual Section 00 01 10 - Table of Contents

**Drawings:** per Project Manual Section 00 01 10 - Table of Contents

**Addenda:** 1 through 1

The undersigned further acknowledges that he has visited the site and familiarized himself with local conditions affecting the cost of the Work at the place where the Work is to be done.

In submitting this Bid, the undersigned agrees:

1. To furnish all material, labor, tools, expendable equipment, and all utility and transportation services necessary to perform and complete, in a workmanlike manner, all of the Work required for the Combined Construction, including General Construction and Electrical Work, in accord with the Bidding Documents prepared by CARLSON WEST POVONDRA ARCHITECTS for the consideration hereinafter set forth.
2. To hold his Bid open for forty (40) days after the receipt of Bids and to accept the provisions of the Instructions to Bidders regarding disposition of Bid Security.
3. To enter into and execute a Contract if awarded on the basis of this Bid, to furnish a Performance Bond and a Labor and Material Payment Bond in accord with the General Conditions and General

Requirements of this Contract, and to deliver executed Owner-Contractor Agreements and Bonds to the Architect within six (6) days after notification of award.

4. To complete the Work on or before \_\_\_\_\_ date to be determined by owner \_\_\_\_\_.

**LUMP SUM BASE BID:** The undersigned hereby proposes and agrees to perform the foregoing for:

the Lump Sum of Two hundred eight thousand, five hundred forty five dollars and 60/100 Dollars (\$ 208,545.60 ).  
(To be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

**UNIT PRICES:** The amount proposed by bidders, as a price per unit of measurement, for materials or services added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased. Refer to Division 1 Section "Unit Prices" of the Project Manual. Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

**UNIT PRICE 1: Add Masonry Cutting and Patching.** Provide price for cutting and patching one (1) 8"h x 16"w CMU block in the space below. Unit price shall include all costs associated with providing, cutting, fitting and installing new CMU block.

two hundred twenty five and no/100 Dollars (\$ 225.00 ) per panel bundle unit.  
(To be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

**ATTACHED FORMS:** The undersigned has attached the Bid Security, Allowances Form and other items required in the Instructions to Bidders.

In submitting this Bid, it is understood that the right to reject any and all Bids and to waive irregularities in the bidding have been reserved by the Owner.

Dated this 19th day of May, 2016.

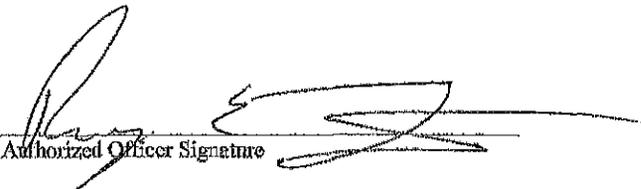
REF Building & Construction Services, Inc.  
Corporate Name of Bidder

8629 S 99th Circle, La Vista, NE 68128  
Address of Bidder

402-871-7437  
Area Code/Telephone Number

Rfroehlich2@cox.net  
Email Address of Bidder

Rory E Froehlich  
Authorized Officer Name

  
Authorized Officer Signature

DOCUMENT 004321 - ALLOWANCE FORM

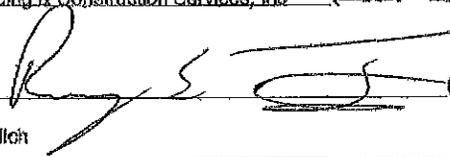
1.1 BID INFORMATION

- A. Bidder: REF Building & Construction Services, Inc.
- B. Project Name: Sarpy County Jail Restroom & Gym Renovations
- C. Project Location: 1208 Golden Gate Drive, Papillion, Nebraska.
- D. Owner: Sarpy County Board of Commissioners, 1210 Golden Gate Drive, Papillion, Nebraska.
- E. Architect: Carlson West Povondra Architects, 5060 Dodge Street, Omaha, Nebraska.
- F. Architect Project Number: 16118.

1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.
- B. The undersigned Bidder certifies that Base Bid submission to which this Bid Supplement is attached includes those allowances described in the Contract Documents and scheduled in Section 012100 "Allowances."

1.3 SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this 19th day of May, 2016.
- B. Submitted By: REF Building & Construction Services, Inc (Insert name of bidding firm or corporation).
- C. Authorized Signature:  (Handwritten signature).
- D. Signed By: Rory E Froehlich (Type or print name).
- E. Title: President (Owner/Partner/President/Vice President).

END OF DOCUMENT 004321