

BOARD OF COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION AWARDING BID FOR RUFF ROAD AT 214TH STREET, PROJECT C-77 (15-18) 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 Ruff Road at 214th Street, Project C-77 (15-18) have been solicited, made, opened and reviewed pursuant to applicable Nebraska State Statutes; and,

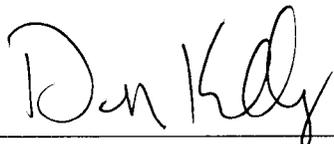
WHEREAS, based on those proceedings, this Board has duly deliberated and considered the bids received; and,

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

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COUNTY COMMISSIONERS THAT:

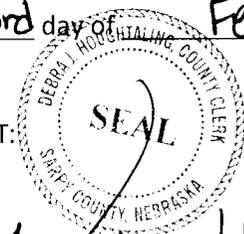
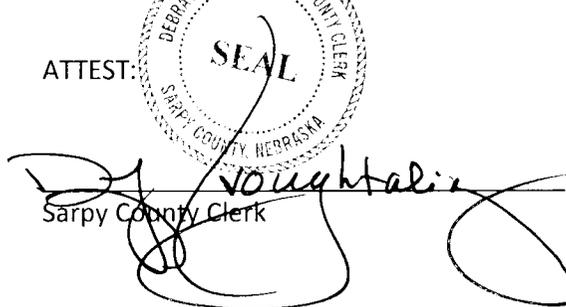
1. Based upon the recommendation of the Purchasing Department, and upon a comparison of the bids to the bid specifications, the bid is hereby awarded to the low bidder Valley Corporation for Ruff Road at 214th Street, Project C-77 (15-18) in the amount of One Hundred Seventy Eight Thousand Four Hundred Three Dollars and Eighteen Cents (\$178,403.18) 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 23rd day of February, 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: Brian Hanson

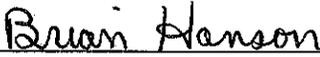
Re: Reject bid for Ruff Rd at 214th St. (15-18)

On February 2, 2016, two (2) bids were opened for Ruff Road at 214th Street, Project C-77 (15-18). Valley Corp. has a bid for \$178,403.18 and Vrana's bid is \$329,801.20. The Public Works Department recommends awarding the bid to Valley Corp. (see attached memo). The Purchasing Act provides that several factors may be considered when awarding the bid, including: price, ability, capability, and skills of Contractor to perform, quality of previous performance and other such information as may be secured having a bearing on the decision. Based on all applicable factors, the County Board may want to reject all bids and rebid the project.

Rebidding the project would be done immediately for a fall construction schedule.

Please feel free to contact me at bhanson@sarpy.com with any questions.

February 19, 2016



Brian Hanson

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



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 

Date: February 18, 2016

Subject: Award Recommendation for C-77(15-18):
Ruff Road at 214th - Culvert Extension

On February 9, 2016, two (2) bids were opened during the Sarpy County Board of Commissioners Meeting for the above mentioned project. The lower bid was from Valley Corporation of Valley, Nebraska with a total bid of \$178,403.18. This bid is 5.6% lower than the Engineer's Estimate of \$188,921.99. The other bid was \$329,801.20 (74.6% higher than Engineer's Estimate).

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

Bid Tab
Ruff Road at 214th, Project C-77 (15-18)
for the
Public Works Department

Bid Opening:
3:00 p.m., Tuesday
February 2, 2016

Item No.	Item	Quantity	Unit	Valley Corporation		Chas. Vrana & Son	
				Unit Price	Extended Price	Unit Price	Extended Price
1-1	MOBILIZATION	1	LS	\$5,512.16	\$5,512.16	\$28,000.00	\$28,000.00
1-2	EARTHWORK MEASURED IN EMBANKMENT	1,665	CY	\$6.39	\$10,639.35	\$28.00	\$46,620.00
1-3	EXCAVATION FOR CULVERT	1	LS	\$5,237.17	\$5,237.17	\$28,000.00	\$28,000.00
1-4	REMOVE UNSUITABLE EXCAVATION	1	LS	\$1,863.32	\$1,863.32	\$4,400.00	\$4,400.00
1-5	GENERAL CLEARING AND GRUBBING	1	LS	\$12,574.32	\$12,574.32	\$38,000.00	\$38,000.00
1-6	LARGE TREE REMOVAL	1	EA	\$843.03	\$843.03	\$2,300.00	\$2,300.00
1-7	SALVAGING AND PLACING TOPSOIL	1	LS	\$2,120.72	\$2,120.72	\$1,800.00	\$1,800.00
1-8	FABRIC SILT FENCE, HIGH POROSITY	690	LF	\$3.05	\$2,104.50	\$2.60	\$1,794.00
1-9	SEEDING, TYPE C	0.61	ACRE	\$8,997.36	\$5,488.39	\$7,000.00	\$4,270.00
1-10	8" DIAMETER STRAW WATTLES	140	LF	\$4.14	\$579.60	\$3.30	\$462.00
1-11	PREPARATION OF STRUCTURE	1	LS	\$9,193.59	\$9,193.59	\$52,000.00	\$52,000.00
1-12	CULVERT APRON & WING WALLS	1	LS	\$19,781.23	\$19,781.23	\$19,500.00	\$19,500.00
1-13	CULVERT BELL JOINT	1	LS	\$5,477.75	\$5,477.75	\$12,500.00	\$12,500.00
1-14	CLASS 47B-3000 CONCRETE FOR BOX CULVERT	40	CY	\$631.95	\$25,278.00	\$570.00	\$22,800.00
1-15	REINFORCING STEEL FOR BOX CULVERT	4,936	LB	\$1.62	\$7,996.32	\$1.20	\$5,923.20
1-16	10X42 STEEL PILING	20	LF	\$91.94	\$1,838.80	\$74.00	\$1,480.00
1-17	6" REINFORCED CONCRETE, 47B-3000	10	SY	\$312.35	\$3,123.50	\$152.00	\$1,520.00
1-18	STANDARD GROUT FOR DRAINAGE STRUCTURES	1	CY	\$361.18	\$361.18	\$2,810.00	\$2,810.00
1-19	BAFFLE SYSTEM	1	LS	\$6,948.69	\$6,948.69	\$14,000.00	\$14,000.00
1-20	TRASH RACK	1	EA	\$2,801.67	\$2,801.67	\$3,800.00	\$3,800.00
1-21	ROCK RIP RAP, TYPE B	17	TON	\$67.85	\$1,153.45	\$76.00	\$1,292.00
1-22	ROCK RIP RAP, TYPE C	104	TON	\$73.45	\$7,638.80	\$50.00	\$5,200.00
1-23	CRUSHED ROCK FOR BASE COURSE	128	TON	\$45.42	\$5,813.76	\$36.00	\$4,608.00
1-24	GEOSYNTHETIC FABRIC	47	SY	\$3.03	\$142.41	\$12.00	\$564.00
1-25	REMOVE AND RESET GUARDRAIL	1	LS	\$10,883.89	\$10,883.89	\$8,800.00	\$8,800.00
1-26	TRAFFIC CONTROL	1	LS	\$4,353.56	\$4,353.56	\$1,500.00	\$1,500.00
1-27	GUARD RAIL END TREATMENT,TYPE II	2	EA	\$3,555.41	\$7,110.82	\$2,600.00	\$5,200.00
1-28	RENTAL OF LOADER, FULLY LOADED	20	HOUR	\$177.00	\$3,540.00	\$135.00	\$2,700.00
1-29	RENTAL OF BACKHOE, FULLY LOADED	20	HOUR	\$180.00	\$3,600.00	\$150.00	\$3,000.00
1-30	RENTAL OF DUMP TRUCK, FULLY LOADED	20	HOUR	\$105.00	\$2,100.00	\$110.00	\$2,200.00
1-31	RENTAL OF SKID LOADER, FULLY LOADED	20	HOUR	\$105.00	\$2,100.00	\$130.00	\$2,600.00
1-32	EROSION CONTROL BLANKET, TYPE 1F	20	SY	\$10.16	\$203.20	\$7.90	\$158.00
TOTAL BID					\$178,403.18		\$329,801.20

CONTRACT AGREEMENT

THIS CONTRACT is made and entered by and between Sarpy County, Nebraska hereinafter called County, and Valley Corporation 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 (15-18) Ruff Road at 214th Street.** Also referred to hereinafter as work, in accordance with terms and provisions hereof and subject to the quality provisions in the accepted Proposal of Contractor for the sum of One Hundred Seventy Eight Thousand Four Hundred Three Dollars and Eighteen Cents (\$178,403.18) under penalty of Performance, Payment and Guarantee Bond.
2. The Contractor shall conform with the applicable plans and specifications, applicable Special Provisions and any applicable change order or addenda pertaining thereto or to this Contract, all of which by reference thereto are made a part hereof. Applicable notice to bidders, Instruction to bidders, Bid Proposal of Contractor, Resolution awarding this Contract, the Performance, Payment and Guarantee Bond and all proceedings by the governing body of the County relating to the aforesaid work are made a part hereto by reference thereto.
3. The County agrees to pay the Contractor in accordance with the provisions of the specifications, the accepted Proposal of the Contractor and the provisions of this Contract.
4. All provisions of each document and item referred to in Paragraph 2 above shall be strictly complied with the same as if rewritten herein, and in the event of conflict among the provisions of said documents, the provisions most favorable to the County shall govern, and substitution or change shall be made except upon written direction, the form of which shall be written "Change Order" of the County; and substitution or change shall in no manner be construed to release either party from any specified or implied obligation of this Contract except as specifically provided for in the Change Order.
5. The Contractor warrants that it has neither employed nor retained any company or person, other than bona fide employee working for Contractor to solicit or secure this Contract, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County shall have the right to annul this Contract without liability, or in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
6. County and Contractor promise and agree to comply with all Federal and State laws and County ordinances, and such other rules and regulations as may apply to this Contract, including but not limited to: the Americans with Disabilities Act of 1990 (29 U.S.C.A. 12101, et seq.); the Rehabilitation Act of 1973 (29 U.S.C.A. 701, et seq.); and the Drug Free Workplace Act of 1988 (41 U.S.C.A. 701, et seq.). Furthermore, pursuant to Neb. Rev. Stat. 73-102 Reissue 1990), County and Contractor declare, promise, and warrant that they have and will continue to comply fully with the Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C.A. 1985, et seq.); and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. 48-1101, et seq., (Reissue 1993), in that there shall be no discrimination against any person who is employed in the performance of this

Contract, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

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

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

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

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

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

a. Worker's Compensation and Employers Liability Insurance

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

b. Commercial General Liability Insurance

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

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

c. Automobile Liability Insurance

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

d. Certificate of Insurance

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

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

e. Property Insurance

During the term of the Contract all responsibility for maintenance of property insurance on the work remains solely with the Contractor, who shall, as a minimum requirement, obtain a builder's "all risk" or equivalent policy form with sufficient limits to cover the total value of the Project, including all the cost of the material, equipment and/or machinery involved under this Contract. This property insurance shall cover portions of the work and materials stored off-site, on-site and in transit.

f. Insurance Company

All insurance coverages herein required of the Contractor shall be written by an insurance company or companies transacting business as an admitted insurer in the State of Nebraska or under the Nebraska Surplus Lines Insurance Act. All insurance companies must possess a minimum A.M. Best Insurance Company rating of A-. Upon request by the County, the Contractor shall furnish evidence that the insurance company or companies being used by the Contractor meet the minimum requirements listed in this section.

Upon request by the County, the Contractor shall furnish the County with complete and accurate copies of the insurance policies required within this section. If at any time during the life of this Contract, the Contractor's insurance coverages and limits do not meet or exceed the minimum insurance requirements presented in this section, the Contractor is required to notify the County of any deviations from the minimum requirements presented in this section.

10. The Contractor shall pay to the Unemployment Compensation Fund of the State of Nebraska unemployment contributions and interest due under the laws of the State of Nebraska on wages paid to individuals employed in the performance of this Contract, and shall submit to Sarpy County written clearance from the Commissioner of Labor of the State of Nebraska certifying that all payments due of contributions and interest which may have arisen under this Contract have been paid by the Contractor or his subcontractor, to the State of Nebraska Unemployment Compensation Fund. Payment of the final five percent (5%) of the total amount of the Contract shall be withheld until this provision has been complied with as required by Section 48-657 R.R.S. 1943, as amended.
11. The Contractor shall not, in performance of this Agreement, discriminate or permit discrimination against any person because of race, sex, age or political or religious options or affiliations in violation of federal or state laws or local ordinances and further the Contractor shall comply with Sarpy County ordinances pertaining to civil rights and human relations.
12. The Contractor shall procure a policy or policies of insurance which shall guarantee payment of compensation according to the Workmen's Compensation Laws of Nebraska for all workmen injured in the scope of employment; and further agrees to keep said policy or policies in full force by the Contractor throughout the term of this Contract. Certificates of insurance or copies of policies if required by any department of the County, shall be filed by the Contractor with Sarpy County.
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 if 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: Matt Berington
PO Box 589
Valley, NE 68064
matt@valleycorp.com

IN WITNESS WHEREOF, the parties hereto have caused these instruments to be executed in THREE original counterparts, this as of this 3rd day of March, 2016.

(SEAL)



ATTEST:

County of Sarpy, Nebraska
A Body Politic and Corporate

CHAIRMAN:

Don Kelly

CLERK:

Deb Houghtaling

APPROVED AS TO FORM:

COUNTY ATTORNEY/DEPUTY

ATTEST:

CONTRACTOR:

Valley Corporation

SECRETARY/WITNESS

PRESIDENT:

[Signature]

BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE
Valley Corporation, 28001 Ida Circle - Box 589, Valley, NE 68064-0589

As principal, and The Hanover Insurance Company, 440 Lincoln Street, Worcester, MA 01653-0002

as Surety, are held and firmly bound to the County of Sarpy, Nebraska, in the penal sum of One Hundred Seventy Eight Thousand Four Hundred Three and 18/100-----DOLLARS to be paid to the COUNTY OF SARPY its successors or assigns, for which payment to be well and truly made, we bind ourselves and each of us, and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these Presents.

Dated this 4th day of March, 2016

The conditions of this obligation are such that:

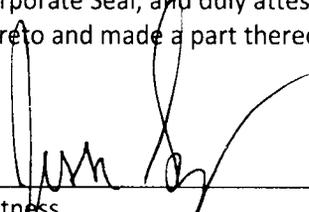
WHEREAS, by even date herewith, the said principal has entered into a Contract with the said County of Sarpy, Nebraska to perform the labor and furnish the material for
Ruff Road at 214th Street, Project C-77 (15-18)
Papillion, NE

NOW THEREFORE, the conditions of this obligation are such that if the said principal shall duly perform and observe all of the stipulations and agreements in said Contract on his part to be performed and observed, then and in that event, this obligation shall be void and of no effect, but otherwise shall be and remain in full force and effect. It is expressly agreed that any alterations which may be made therein by agreement between the said principal and the said County of Sarpy, Nebraska in the terms of said Contract, or the nature of the work to be done thereunder, or the giving of any extension of time for performing the said Contract, or of any of the stipulations therein contained, and on the part of the said principal to be performed, or any other forbearance, shall not in any way release the said surety from this liability under the above written bond.

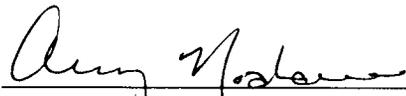
It is further expressly agreed and understood that this bond shall stand as surety for the payment of all accounts and claims that may be due by reason of laborers or mechanics wages for labor that shall be performed, and for all material which is actually used in performing said Contract.

It is further expressly agreed and understand that this bond shall stand as maintenance surety for the period of two (2) years on faulty materials and workmanship only. Nothing herein shall be construed to cover wear and tear occasioned by action of the elements; excepting insofar as such wear and tear discloses the use of improper materials or construction methods.

In testimony whereof, the said parties hereto have hereunto set their hands this 4th day of March, 2016, and said Surety has caused these presents to be sealed with its Corporate Seal, and duly attested by the signature of its attorney-in-fact, and their authority is attached hereto and made a part thereof.



Witness



Witness Amy Nordaune

Valley Corporation

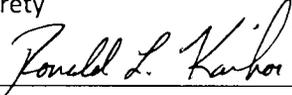
Principal



President *Matthew R. Bewington, President*

The Hanover Insurance Company

Surety



By:
Ronald L. Kaihoi

Attorney-In-Fact

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____ }
County of _____ }

On this _____ day of _____, in the year _____, before me personally comes _____, to me known and known to me to be the person who is described in and executed the foregoing instrument, and acknowledges to me that he/she executed the same.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____ }
County of _____ }

On this _____ day of _____, in the year _____, before me personally come(s) _____, a member of the co-partnership of _____, to me known and known to me to be the person who is described in and executed the foregoing instrument, and acknowledges to me that he/she executed the same as the act and deed of the said co-partnership.

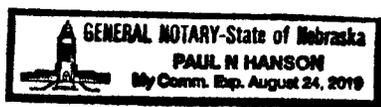
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation/LLC)

State of Nebraska }
County of Douglas }

On this 14th day of March, in the year 2016, before me personally come(s) Matthew R. Bevington, to me known, who being duly sworn, deposes and says that he/she resides in the City of Yutan that he/she is the President of the Valley Corporation, the corporation described in and which executed the foregoing instrument, and that he/she signed his/her name thereto by like order.

Paul Hanson
Notary Public



**THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA**

*POWERS OF ATTORNEY
CERTIFIED COPY*

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Ronald L. Kaihoi and/or Jack L. Anderson

of **Montevideo, MN** and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations in the United States, not to exceed Fifty Million and No/100 (\$50,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this **29th** day of **August 2012**.



**THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA**

Robert Thomas
Robert Thomas, Vice President

Joe Brenstrom
Joe Brenstrom, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this **29th** day of **August 2012** before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

 **BARBARA A. GARLICK**
Notary Public
Commonwealth of Massachusetts
My Commission Expires Sept. 21, 2018

Barbara A. Garlick
Barbara A. Garlick, Notary Public
My Commission Expires September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 4th day of March 2016.

**THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA**

J. Michael Pete
J. Michael Pete, Vice President

ACKNOWLEDGEMENT OF SURETY

STATE OF MINNESOTA

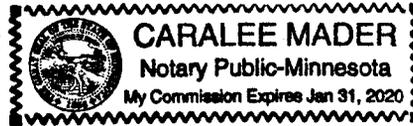
COUNTY OF CHIPPEWA



On this 4th day of March, 2016, before me, a Notary Public within and for said County, personally appeared **Ronald L. Kaihoi** to me personally known, who being by me duly sworn he/she did say that he/she is the attorney-in-fact of **The Hanover Insurance Company**, the corporation named in the foregoing instrument, and the seal affixed to said instrument is the corporation seal of said corporation, and sealed on behalf of said corporation by authority of its Board of Directors and said **Ronald L. Kaihoi** acknowledged said instrument to be the free act and deed of said corporation.

NOTARY PUBLIC

My Commission Expires 11/31/20



CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: INSPRO Insurance, P.O. Box 689, Fremont, NE 68026, 402 721-9707. CONTACT NAME: Jeannie Samuels, PHONE: 402-941-1927, FAX: 402-721-2844, E-MAIL: jsamuels@insproins.com. INSURER(S) AFFORDING COVERAGE: Employers Mutual Insurance, NAIC #: 21415. INSURED: Valley Corporation, P.O. Box 589, Valley, NE 68064-0589.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

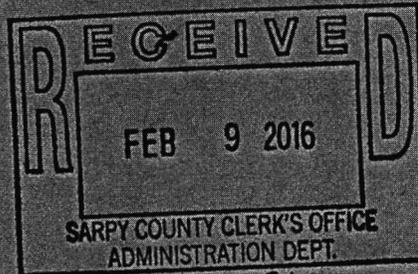
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include: GENERAL LIABILITY (4D27859), AUTOMOBILE LIABILITY (4E27859), UMBRELLA LIAB (4J27859), WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (4H27859).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Project: Ruff Road at 214th St. (15-18)

CERTIFICATE HOLDER CANCELLATION

CERTIFICATE HOLDER: Sarpy County Board of Commissioners, 1210 Golden Gate Drive, Suite 1220, Papillion, NE 68046. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Rowland L. Eikmeier



2:37pm - 54

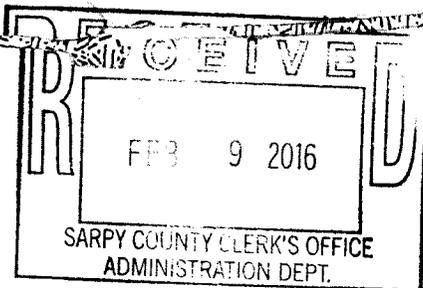


COMMERCIAL
INDUSTRIAL
HEAVY HIGHWAY

28001 Ida Circle
P.O. Box 589
Valley, NE 68064-0589

Bid date: February 9, 2016 Bid time: 3:00 PM

Sealed Bid-Culvert Extension, Project C-77 (15-18)
Sarpy County Clerk's Office
1210 Golden Gate Drive, Suite 1250
Papillion, NE 68046



COMMERCIAL
INDUSTRIAL
HEAVY HIGHWAY

28001 Ida Circle
P.O. Box 589
Valley, NE 68064-0589

2:37 pm -54

Bid Date: February 9, 2016 Bid time: 3:00 PM

Sealed Bond-Culvert Extension, Project C-77 (15-18)
Sarpy County Clerk's Office
1210 Golden Gate Drive, Suite 1250
Papillion, NE 68046

CONTRACTOR: Valley Corporation

Sarpy County, Nebraska
Bid Form
Project C-77 (15-18)

Culvert Extension - Ruff Road at 214th

The undersigned, having carefully examined the Plans and Specifications, and having examined the site, hereby submit our proposal. I understand that my bid is made with the following conditions:

- A. The Base Bid is comprised of items related to earthwork, culvert construction, and guard rail related items.
- B. Bid items are not optional. Only bidders who bid all items will be considered for award.
- C. Contractor must list a unit price for all bid items, with the exception of the Lump Sum bid items.

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

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

Item No.	Item	Quantity	Unit	Unit Price	Extended Price
1-1	MOBILIZATION	1	LS	-	\$ 5,512.16
1-2	EARTHWORK MEASURED IN EMBANKMENT	1,665	CY	\$ 6.39	\$ 10,639.35
1-3	EXCAVATION FOR CULVERT	1	LS	-	\$ 5,237.17
1-4	REMOVE UNSUITABLE EXCAVATION	1	LS	-	\$ 1,863.32
1-5	GENERAL CLEARING AND GRUBBING	1	LS	-	\$ 12,574.32
1-6	LARGE TREE REMOVAL	1	EA	\$ 843.03	\$ 843.03
1-7	SALVAGING AND PLACING TOPSOIL	1	LS	-	\$ 2,120.72
1-8	FABRIC SILT FENCE, HIGH POROSITY	690	LF	\$ 3.05	\$ 2,104.50
1-9	SEEDING, TYPE C	0.61	ACRE	\$ 8,997.36	\$ 5,488.39
1-10	8" DIAMETER STRAW WATTLES	140	LF	\$ 4.14	\$ 579.60
1-11	PREPARATION OF STRUCTURE	1	LS	-	\$ 9,193.59

CONTRACTOR: Valley Corporation

1-12	CULVERT APRON & WING WALLS	1	LS	-	\$ 19,781.23
1-13	CULVERT BELL JOINT	1	LS	-	\$ 5,477.75
1-14	CLASS 47B-3000 CONCRETE FOR BOX CULVERT	40	CY	\$ 631.95	\$ 25,278.00
1-15	REINFORCING STEEL FOR BOX CULVERT	4,936	LB	\$ 1.62	\$ 7,996.32
1-16	10X42 STEEL PILING	20	LF	\$ 91.94	\$ 1,838.80
1-17	6" REINFORCED CONCRETE, 47B-3000	10	SY	\$ 312.35	\$ 3,123.50
1-18	STANDARD GROUT FOR DRAINAGE STRUCTURES	1	CY	\$ 361.18	\$ 361.18
1-19	BAFFLE SYSTEM	1	LS	-	\$ 6,948.69
1-20	TRASH RACK	1	EA	\$ 2,801.67	\$ 2,801.67
1-21	ROCK RIP RAP, TYPE B	17	TON	\$ 67.85	\$ 1,153.45
1-22	ROCK RIP RAP, TYPE C	104	TON	\$ 73.45	\$ 7,638.80
1-23	CRUSHED ROCK FOR BASE COURSE	128	TON	\$ 45.42	\$ 5,813.76
1-24	GEOSYNTHETIC FABRIC	47	SY	\$ 3.03	\$ 142.41
1-25	REMOVE AND RESET GUARDRAIL	1	LS	\$ 10,883.89	\$ 10,883.89
1-26	TRAFFIC CONTROL	1	LS	-	\$ 4,353.56
1-27	GUARDRAIL END TREATMENT, TYPE II	2	EA	\$ 3,555.41	\$ 7,110.82
1-28	RENTAL OF LOADER, FULLY LOADED	20	HOUR	\$ 177.00	\$ 3,540.00
1-29	RENTAL OF BACKHOE, FULLY LOADED	20	HOUR	\$ 180.00	\$ 3,600.00
1-30	RENTAL OF DUMP TRUCK, FULLY LOADED	20	HOUR	\$ 105.00	\$ 2,100.00
1-31	RENTAL OF SKID LOADER, FULLY LOADED	20	HOUR	\$ 105.00	\$ 2,100.00
1-32	EROSION CONTROL BLANKET, TYPE 1F	20	SY	\$ 10.16	\$ 203.20
TOTAL BASE BID:					\$ 178,412.18

CONTRACTOR: Valley Corporation

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

CONTRACTOR START DATE: 03/01/2016

If notified of acceptance of this proposal and Contract award within sixty (60) days after date stated for receipt of bids, the undersigned agrees to execute a Contract, provide insurance certificates and performance bonds for the above named work and the above stated consideration in the form required within ten (10) days of such proposal acceptance notification; to commence the work within five (5) days of the Contractor's Notice to Proceed. **Final Completion shall be complete within fourteen (14) 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, all items noted as subsidiary on both the plans and within these specifications, and is subject to additions or reductions according to the actual construction quantities as determined by the Engineer. Any such change orders shall be made by and become a part of the Engineers Certified Progress Statement(s) of work in progress as well as final completed construction (Project Completion Report(s)).

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

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

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

Company Information:

Years in business:

of employees:

Total sales last 3 years:

43
60 ±
13,470,910 2013
13,655,185 2014
14,215,472 2015

CONTRACTOR: Valley Corporation

References:

Company Name: Darland Construction Co.
Address: 4115 S. 133rd St, Omaha, NE 68137
Contact Name: Ben Knapp Phone Number: (402) 827-8221
Fax Number: (402) 330-2745 Date of Purchase: 04/09/2015

Company Name: City of Council Bluffs, Ia
Address: 209 Pearl Street, Council Bluffs, IA 51503
Contact Name: Don Gross Phone Number: (712) 328-4629
Fax Number: (712) 328-4915 Date of Purchase: 07/28/2015

Company Name: Hankins Construction Co.
Address: 2516 Deer Park Blvd, Omaha, NE 68105
Contact Name: Josh Bridges Phone Number: (402) 221-7632
Fax Number: (402) 342-3221 Date of Purchase: 03/17/2014

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 01/29/2016
- Addendum #2 02/01/2016

Valley Corporation.
Company Name
[Signature]
Authorized Signature
P.O. Box 589
Address
Valley Ne 68064
City, State & Zip

Matt Bevington
Company Representative (Please print)
402-359-2578
Telephone Number
402-359-5416
Fax Number
Matt@Valley Corp.com
E-Mail Address

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