

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION AWARDING BID FOR BOX EXTENSION, 204TH STREET 1/3 MILE NORTH OF PLATTEVIEW ROAD,
PROJECT C-77 (11-10)
FOR THE PUBLIC WORKS DEPARTMENT

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2013), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 2013), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, bids for the Box Extension, 204th Street 1/3 mile north of Platteview Road, Project C-77 (11-10) 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 Tab Construction Co. for Box Extension, 204th Street 1/3 Mile North of Platteview Road, Project C-77 (11-10) in the amount of One Hundred Seven Thousand Nine Hundred Thirty Five Dollars and Eighty Five Cents (\$107,935.85) 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 26th day of March, 2013.


Sarpy County Board Chairman



ATTEST:

Sarpy County Clerk

CONTRACT AGREEMENT

THIS CONTRACT is made and entered into in TRIPLICATE by and between Sarpy County, Nebraska hereinafter called County, and Tab 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 No. C-77 (11-10) Box Extension, 204th Street 1/3 Mile North of Platteview Road.**

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 Seven Thousand Nine Hundred Thirty Five Dollars and Eighty Five Cents (\$107,935.85) 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. 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 is to 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 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 "All Risk" Builders Risk insurance policy or an installation floater which includes on-site and transit coverage, in addition to "damage to property of other" coverage with sufficient limits to cover the value of the material, equipment and/or machinery involved under this Contract.

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.

9. 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.
10. 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.
11. 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.
12. Except as may otherwise be required by applicable law payment of any balance due to the Contractor under this Contract shall be made by the County to the Contractor upon completion of the Contractor's work and obligations in accordance with the Contract, upon acceptance thereof by the County, and upon submission of certificate by the Contractor in accordance with Paragraph 11 above. No payment by the County shall in any way constitute any waiver of any rights of Sarpy County.

13. Pursuant to Neb. Rev. Stat. 23-3113 (Reissue 1991), the Parties hereto declare and affirm that no officer, member, or other employee of the County, and no member of its governing body, and no other public official of the County who exercises any functions so responsibilities in the review or approval of the undertaking described in this Contract, or in the performing of services pursuant to this Contract which effects his or her personal interest, or any corporation, partnership, or association in which he or she is directly or indirectly interested; nor shall any employee of the County, nor indirect, in this Contract or the proceeds thereof.
14. 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.
15. 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.
16. It is understood and agreed by the parties to 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.
17. 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.
18. 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.
19. Contractor **may not** subcontract or assign any portion of Contract without prior written approval from the County.
20. 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 Clerk's Office
1210 Golden Gate Dr
Papillion, NE 68046

Contractor: Tab Construction Co.
4153 S. 67th 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 26th day of March, 2013.

(SEAL)



County of Sarpy, Nebraska
A Body Politic and Corporate

CHAIRMAN:

James Wan 3/26/2013

ATTEST:

Deb Houghtaling
CLERK:

APPROVED AS TO FORM:

[Signature]
COUNTY ATTORNEY/DEPUTY

CONTRACTOR: TAB CONSTRUCTION

ATTEST:

Narcia A Gomy
SECRETARY/WITNESS

PRESIDENT:

[Signature]
Wm Ringdorf 4-1-13



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/28/2013

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 SilverStone Group 11516 Miracle Hills Drive Omaha NE 68154	CONTACT NAME: Jill Aldredge	PHONE (A/C, No, Ext): 402-964-5575	FAX (A/C, No): 402-557-6325
	E-MAIL ADDRESS: jaldredge@ssgi.com		
INSURED TAB Holding Company Inc. d/b/a Tab Construction Company 4153 South 67th Street Omaha NE 68117	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Employers Mutual Casualty Co.		21415
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: 651307648 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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		3D67850	4/1/2013	4/1/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		3E67850	4/1/2013	4/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000 <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		3J67850	4/1/2013	4/1/2014	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	3H67850	4/1/2013	4/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Hired Equipment		3C67850	4/1/2013	4/1/2014	Limit \$250,000 Deductible \$500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project C-77 (11-10) Sarpy County Clerk is listed as an additional insured.

CERTIFICATE HOLDER

CANCELLATION

Sarpy County Clerk
1210 Golden Gate Drive
Papillion NE 68046-2895

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

Jill Aldredge

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THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A311

Performance Bond

Bond No.: NEC 45012

KNOW ALL MEN BY THESE PRESENTS: that TAB Holding Company, Inc. dba TAB Construction
(Here insert full name and address or legal title of Contractor)

4153 S 67th St., Omaha, NE 68117

as Principal, hereinafter called Contractor, and, Merchants Bonding Company (Mutual)
(Here insert full name and address or legal title of Surety)
2100 Fleur Drive Des Moines, IA 50321-1158

as Surety, hereinafter called Surety, are held and firmly bound unto Sarpy County Treasurer
(Here insert full name and address or legal title of Owner)

1210 Golden Gate Drive Papillion NE 68046

as Obligee, hereinafter called Owner, in the amount of One Hundred Seven Thousand Nine Hundred Thirty

Five and 85/100 Dollars

Dollars (\$ \$107,935.85)

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, TAB Holding Company, Inc. dba TAB Construction

Contractor has by written agreement dated March 26, 2013, entered into a contract with Owner for
C-77 (1-10)Box Extension, 204th St. 1/3 mile north of Platteview Road

in accordance with Drawings and Specifications prepared by

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of

completion less the balance of the contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

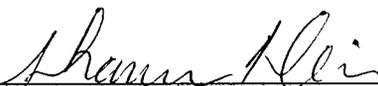
Signed and sealed this 29th day of March 2013

PRINCIPAL:

TAB Holding Company, Inc. dba TAB Construction



SURETY: Merchants Bonding Company (Mutual)


Attorney-In-Fact
Shannon Klein

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A311

Labor and Material Payment Bond

Bond No.: NEC 45012

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that TAB Holding Company, Inc. dba TAB Construction
(Here insert full name and address or legal title of Contractor)

4153 S 67th St., Omaha, NE 68117

as Principal, hereinafter called Principal, and Merchants Bonding Company (Mutual)
(Here insert full name and address or legal title of Surety)
2100 Fleur Drive Des Moines, IA 50321-1158

as Surety, hereinafter called Surety, are held and firmly bound unto Sarpy County Treasurer
(Here insert full name and address or legal title of Owner)

1210 Golden Gate Drive Papillion NE 68046

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount

of One Hundred Seven Thousand Nine Hundred Thirty Five and 85/100 Dollars
(Here insert a sum equal to at least one-half of the contract price) Dollars (\$ \$107,935.85),

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, TAB Holding Company, Inc. dba TAB Construction

Principal has by written agreement dated March 26, 2013, entered into a contract with Owner for
C-77 (1-10)Box Extension, 204th St. 1/3 mile north of Platteview Road

in accordance with Drawings and Specifications prepared by
(here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, post-

age prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

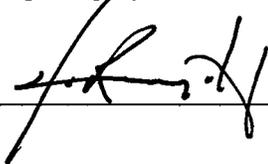
c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against such improvement, whether or not claim for the amount of such lien be presented under and against this bond.

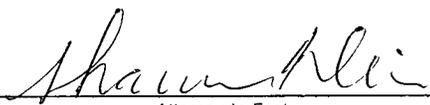
Signed and sealed this 29th day of March 2013

PRINCIPAL:

TAB Holding Company, Inc. dba TAB Construction



SURETY: Merchants Bonding Company (Mutual)


Attorney-In-Fact

Shannon Klein

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Bond #: NEC 45012

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

Shannon Klein

of **Omaha** and State of **NE** their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

FIFTEEN MILLION (\$15,000,000.00) DOLLARS

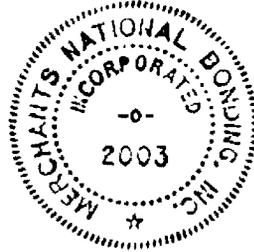
and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 9th day of August, 2012.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 9th day of August, 2012, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



Maranda Greenwalt

Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 29th day of March, 2013.



William Warner Jr.
Secretary

Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE
1210 GOLDEN GATE DRIVE
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 of Box Extension

On March 5, 2013 three (3) bids were opened for the Box Extension, 204th Street 1/3 mile North of Platteview Road, Project C-77 (11-10). After review it is recommended the bid be awarded to Tab Construction for \$107,935.85. This amount is over the Engineer's Estimate and an explanation is attached in the Public Works memo.

The Contact start date is listed as August 5, 2013 and there are 28 working days in the project. Please feel free to contact me at bgarber@sarpy.com with any questions.

March 19, 2013

Beth Garber

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

Box Extension on 204th Street 1/3 Mile North of Platteview Road
Project C-77 (11-10)

Proposals Due: 3:00 p.m. Tuesday
March 5, 2013

	Quantity	Unit	M.E. Collins Contracting		Tab Construction		McC LLC	
			Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
1 Mobilization	1	LS	\$7,290.00	\$7,290.00	\$9,000.00	\$9,000.00	\$14,500.00	\$14,500.00
2 General Clearing & Grubbing	1	LS	\$8,210.00	\$8,210.00	\$7,800.00	\$7,800.00	\$21,000.00	\$21,000.00
3 Earthwork Measured in Embankment	267	CY	\$31.00	\$8,277.00	\$26.00	\$6,942.00	\$60.00	\$16,020.00
4 Removal & Replacment of Unsuitable Material	39	CY	\$53.00	\$2,067.00	\$46.00	\$1,794.00	\$96.00	\$3,744.00
5 Remova Precast Box Culvert Setion	2	EA	\$1,334.00	\$2,668.00	\$765.00	\$1,530.00	\$1,500.00	\$3,000.00
6 Remove Metal Sheet Pile	1	LS	\$2,053.00	\$2,053.00	\$2,500.00	\$2,500.00	\$6,000.00	\$6,000.00
7 Remove Wing Wall	1	LS	\$1,129.00	\$1,129.00	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00
8 Remove Storm Sewer Pipe	36	LF	\$4.00	\$144.00	\$30.00	\$1,080.00	\$10.00	\$360.00
9 18" Corrugated Metal Pipe	34	LF	\$40.00	\$1,360.00	\$43.00	\$1,462.00	\$80.00	\$2,720.00
10 36" Reinforced Concrete Pipe	12	LF	\$98.00	\$1,176.00	\$157.00	\$1,884.00	\$240.00	\$2,880.00
11 Class 47B-3000 Concrete for Collars	0.77	CY	\$732.00	\$563.64	\$525.00	\$404.25	\$1,000.00	\$770.00
12 Reinforcing Steel for Collars	53	LB	\$2.40	\$127.20	\$1.70	\$90.10	\$3.00	\$159.00
13 Class 47B-3000 Concrete for Structure	95	CY	\$503.00	\$47,785.00	\$525.00	\$49,875.00	\$555.00	\$52,725.00
14 Reinforcing Steel for Structure	9620	LB	\$1.40	\$13,468.00	\$1.20	\$11,544.00	\$1.10	\$10,582.00
15 Granular Bedding	43.5	CY	\$73.00	\$3,175.50	\$56.00	\$2,436.00	\$77.00	\$3,349.50
16 Rock Riprap, Type B	92	TN	\$60.00	\$5,520.00	\$43.00	\$3,956.00	\$41.00	\$3,772.00
17 Seeding, Type C	0.008	AC	\$19,398.00	\$155.18	\$7,500.00	\$60.00	\$22,000.00	\$176.00
18 Cover Crop	0.008	AC	\$10,000.00	\$80.00	\$6,500.00	\$52.00	\$8,800.00	\$70.40
19 Erosion Control, Class 1F	39	SY	\$5.00	\$195.00	\$5.00	\$195.00	\$3.00	\$117.00
20 Fabric Silt Fence, Low Profile high Porosity	20	LF	\$12.00	\$240.00	\$5.20	\$104.00	\$10.00	\$200.00
21 Erosion Check	5	BALE	\$39.00	\$195.00	\$23.50	\$117.50	\$24.00	\$120.00
22 Erosion Checks, Type Wattle	22	LF	\$23.00	\$506.00	\$5.00	\$110.00	\$3.00	\$66.00
23 Traffic Control	50	DAY	\$38.00	\$1,900.00	\$50.00	\$2,500.00	\$32.00	\$1,600.00
Total Bid				\$108,284.52		\$107,935.85		\$146,930.90



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, Sarpy County Engineer 

Subject: C-77(11-10) 204th Street Box Extension

Date: March 15, 2013

On March 5, 2013 the Sarpy County Board opened bids for the 204th Street Box Extension Construction project. The County received 3 bids with the low bid coming from Tab Construction Company of Omaha, with a bid of \$ 107,935.85 which is \$ 19,541.85 over the Engineers Estimate of \$88,394 for the project.

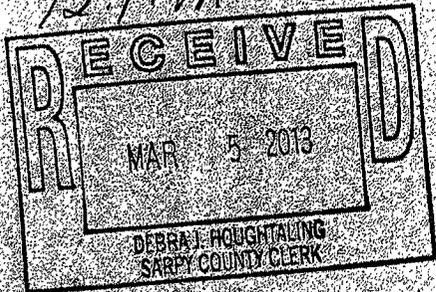
After reviewing the bids with the design engineer and the staff from the Public Works Department, we have determined that there were several items that accounted for the difference from the engineers estimate and the bid amount. The engineers estimate was based on past projects, and were significantly lower than the bidders proposed unit prices. The prices of bid items 2,3,4 and 6 relate to the general clearing and grubbing to prepare the site, placement of borrow material, removal of unsuitable material and removal of an existing sheet pile retaining wall account for approximately 74% of the overage. Also bid item 13 concrete for the structure accounts for approximately 24% of the overage. The bidders prices reflect the prosecution of the earthwork operations requires significantly more effort for the project site that is typically required.

Therefore the Sarpy County Engineer recommends that the bid from Tab Construction Company based on the unit pricing totals \$ 107,935.85 be approved.

DLW/bjh

Consi.

12:17 PM - Jim



Deb Houghtaling
Sarpy County Clerk's Office
Box Extension on 204th Street
BID BOND
Due: March 5, 2013 3:00 PM

TAB
Construction

4153 South 67th
Omaha, NE 68117

Deb Houghtaling
Sarpy County Clerk's Office
Box Extension on 204th Street
"SEALED BID"
Due: March 5, 2013 3:00 PM

CONTRACTOR TAB CONSTRUCTION CO.

**Sarpy County, Nebraska
Box Extension, 204th Street 1/3 mile north of Platteview Road
C-77(11-10)
Bid Form**

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

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

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

ITEM	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
Mobilization	LS	1	9,000. ⁰⁰	9,000. ⁰⁰
General Clearing and Grubbing	LS	1	7,800. ⁰⁰	7,800. ⁰⁰
Earthwork Measured in Embankment	CY	267	26. ⁰⁰	6,942. ⁰⁰
Removal and Replacement of Unsuitable Materials	CY	39	46. ⁰⁰	1,794. ⁰⁰
Remove Precast Box Culvert Section	EA	2	765. ⁰⁰	1,530. ⁰⁰
Remove Metal Sheet Pile	LS	1	2,500. ⁰⁰	2,500. ⁰⁰
Remove Wing Wall	LS	1	2,500. ⁰⁰	2,500. ⁰⁰
Remove Storm Sewer Pipe	LF	36	30. ⁰⁰	1,080. ⁰⁰
Install 18" CMP	LF	34	43. ⁰⁰	1,462. ⁰⁰
Install 36" RCP	LF	12	157. ⁰⁰	1,884. ⁰⁰
Class 47B-3000 Concrete for Concrete Collars	CY	0.77	525. ⁰⁰	404. ²⁵
Reinforcing Steel for Collars	LB	53	1. ⁷⁰	90. ¹⁰
Class 47B-3000 Concrete for Structure	CY	95.0	525. ⁰⁰	49,875. ⁰⁰
Reinforcing Steel for Structure	LB	9620	1. ²⁰	11,544. ⁰⁰
Granular Bedding	CY	43.5	56. ⁰⁰	2,436. ⁰⁰
Rock Rip Rap	Ton	92	43. ⁰⁰	3,956. ⁰⁰
Seeding, Type "C"	AC	0.008	7,500. ⁰⁰	60. ⁰⁰
Cover Crop	AC	0.008	6,500. ⁰⁰	52. ⁰⁰
Erosion Control, Class 1F	SY	39	5. ⁰⁰	195. ⁰⁰
Fabric Silt Fence - Low Profile High Porosity	LF	20	5. ²⁰	104. ⁰⁰
Erosion Check	BALE	5	23. ⁵⁰	117. ⁵⁰
Erosion Checks, Type Wattle	LF	22	5. ⁰⁰	110. ⁰⁰
Traffic Control	DAY	50	50. ⁰⁰	2,500. ⁰⁰
				107,935. ⁸⁵

CONTRACTOR TAB CONSTRUCTION Co.

*Prices are to be F.O.B. – 204th Street 1/3 mile north of Platteview Road, Sarpy County, NE

CONTRACTOR START DATE:

8/5/2013

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 and to complete the Contract within 28 working days.

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

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

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

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

Company Information:

Years in business:

21

CONTRACTOR TAB CONSTRUCTION CO.

of employees 52

Total sales last 3 years 11.5 MILLION 2012
13 MILLION 2011
10 MILLION 2010

References:

Company Name: REDDY MIX CONCRETE
Address: _____
Contact Name: MARK DEBIZ Phone Number: 402-556-3600
Fax Number: _____ Date of Purchase: _____
Email: _____

Company Name: LOGAN CONTRACTORS SUPPLY
Address: _____
Contact Name: ANDREW GRIMMITT Phone Number: 402-339-3900
Fax Number: _____ Date of Purchase: _____
Email: _____

Company Name: LAMR RYNDARSON
Address: _____
Contact Name: BLETT WARNERS Phone Number: 402-496-2498
Fax Number: _____ Date of Purchase: _____
Email: _____

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

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

Addendum #1 ✓ df
Addendum #2 ✓ df

Attachments: Literature
Warranty Information

CONTRACTOR TAB CONSTRUCTION Co.

TAB CONSTRUCTION Co.
Company Name

[Signature]
Authorized Signature

4153 S. 67TH ST.
Address

OMAHA NE 68117
City, State & Zip

WM RINGSDORF
Company Representative (Please print)

402-331-1244
Telephone Number

402-331-1286
Fax Number

BKLR@TABHOLDING.COM
E-Mail Address

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

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

Bond No.: 206044

KNOW ALL MEN BY THESE PRESENTS, that we TAB Holding Company, Inc. dba TAB Construction

4153 S 67th St., Omaha, NE 68117

as Principal, hereinafter call the Principal, and Merchants Bonding Company (Mutual)

2100 Fleur Drive Des Moines, IA 50321-1158

a corporation duly organized under the laws of the State of Iowa

as Surety, hereinafter called the Surety, are held and firmly bound unto Sarpy County Treasurer

Sarpy County, NE

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Bid Amount

Dollars (\$ 5 %),

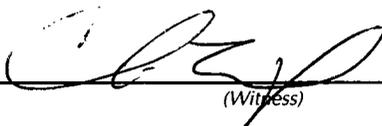
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Box Extension, 204th Street 1/3 Mile North Of Platteview Road; C-77(11-10)

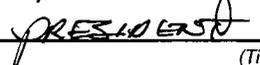
NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials 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.

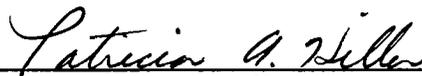
Signed and sealed this 4th day of March 2013 ~~XXX~~

TAB Holding Company, Inc. dba TAB Construction

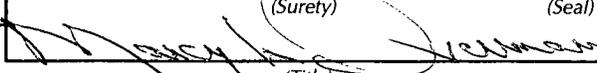

(Witness)



(Principal) (Seal)

PRESIDENT
(Title)


(Witness)

Merchants Bonding Company (Mutual)

(Surety) (Seal)


(Title)
Marcy L Overman Attorney-in-Fact

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Bond #: 206044

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

Marcy L Overman

of **Omaha** and State of **NE** their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

Fifteen Million (\$15,000,000.00) Dollars

and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 9th day of August, 2012.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 9th day of August, 2012, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.

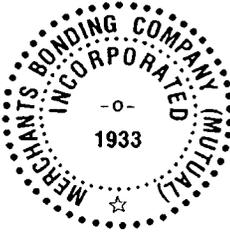
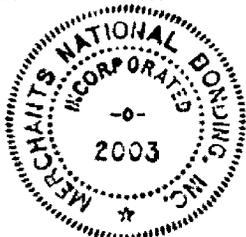


Maranda Greenwalt
Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 4th day of March, 2013.



William Warner Jr.
Secretary